



## Town Council Agenda

Wednesday, July 2, 2025, 4:00 p.m.

437 Old Mammoth Road, Suite Z, Mammoth Lakes

Members of the Town Council:

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

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Town Clerk at (760) 965-3602. Notification 48 hours prior to the meeting will enable the Town to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

NOTE: Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Town Offices located at 437 Old Mammoth Road, Suite 230 during normal business hours. Such documents are also available on the Town of Mammoth Lakes website at [www.townofmammothlakes.ca.gov](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*

*International numbers available: <https://monocounty.zoom.us/j/92958002088>*

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

---

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

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS**

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

**4. ADDITIONS TO THE AGENDA**

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

**5. INTRODUCTIONS**

5.1 Introduce new Housing Manager Marcus Sproll.

**6. COUNCIL PRESENTATION**

6.1 Approve the proclamation declaring July 2025 as Parks and Recreation Month in the Town of Mammoth Lakes.

**7. STAFF PRESENTATION**

7.1 Mammoth Lakes Wildfire Task Force Mid-Summer Update.

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

8.1 July 2025 Public Works Engineering CIP Update.

**9. CONSENT AGENDA**

9.1 Approve the minutes of the regular meeting of June 18, 2025.

9.2 Authorize the Town Manager to award the construction contract for the McCoy Arts and Cultural Center (MACC) to Spiess Construction Co., Inc.

9.3 Waive the second reading and adopt by title only the ordinance adopting the State Fire Hazard Severity Zone maps for the Town of Mammoth Lakes and finding that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15378 because the activity is not considered to be a project.

9.4 Approve the Memorandum of Understanding between the Town of Mammoth Lakes and the Mammoth Lakes Police Supervisory Association ("MLPSA"), which shall be in effect from July 1, 2025, through June 30, 2028.

9.5 Approve and adopt Resolution No. 25-XX establishing the fiscal year 2025-26, 2026-27, and 2027-28 compensation schedules for the Mammoth Lakes Police Supervisory Association ("MLPSA").

- 9.6 Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2004-1 (Fractional) Mello Roos District.
- 9.7 Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2005-1 (In Lieu DIF) for Fiscal Year 2025/26.
- 9.8 Adopt the Resolution ordering the levy and collection of assessment within the CFD No. 2013-3 (Transit Services) for fiscal year 2025/26.
- 9.9 Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2023-1 (Maintenance Services) for Fiscal year 2025/26.
- 9.10 Approve the Solid Waste Parcel Fee Agreement with Mono County for Fiscal Year 2025-2026 to allow the levy and collection by Mono County of Solid Waste Parcel Fees in the Town of Mammoth Lakes.
- 9.11 Accept Check Register 6/19/25 in the amount of \$1,525,999.29.
10. **POLICY MATTERS**
  - 10.1 Agreement with the Mammoth Lakes Fire Protection District (MLFPD) for Town Funding (\$200,000) to perform Fire Reduction Services.
  - 10.2 Approve 5-year contract with the Mammoth Lakes Mosquito Abatement District to augment services within the Town of Mammoth Lakes.
11. **COUNCILMEMBER REPORTS**

Informational reports from Councilmember representatives on committees, commissions, and organizations; general reports on Councilmember activities.
12. **CLOSED SESSION**
  - 12.1 Pursuant to Government Code Section 54957.6.(a), Conference with Labor Negotiators, the Council will meet with its representatives, Town Manager Rob Patterson, Community and Economic Development Director Nolan Bobroff, and Human Resources Manager Amanda Pelham with respect to the following Employee Organizations: Mammoth Lakes Police Officers Association.
13. **ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION**
14. **ADJOURNMENT**

The Town Council will adjourn to a regular meeting to be held on Wednesday, July 16, 2025 at 4:00 p.m.

**PROCLAMATION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES,  
STATE OF CALIFORNIA, DECLARING JULY 2025 AS PARK AND RECREATION MONTH**

WHEREAS each July, we celebrate park and recreation month and how park and recreation professionals improve the lives of tens of millions of people, making a lasting impact in communities across the country, including the Town of Mammoth Lakes; and

WHEREAS this year's theme, "Build Together, Play Together" is a reminder of the contributions of more than 160,000 full-time park and recreation professionals — along with hundreds of thousands of part-time and seasonal workers and volunteers — who maintain our country's close-to-home parks; and

WHEREAS park and recreation programs are essential to community health and well-being, and help cultivate lifelong friendships, memories and family bonds that people hold dear decades later; and

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mammoth Lakes, State of California, that July 2025 is recognized as Park and Recreation Month in the Town of Mammoth Lakes.

APPROVED AND ADOPTED this 2nd Day of July 2025,

---

CHRIS BUBSER, Mayor

ATTEST:

---

JAMIE GRAY, Town Clerk



## **TOWN COUNCIL STAFF REPORT**

Title: Mammoth Lakes Wildfire Task Force Mid-Summer Update

Meeting Date: July 2, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

---

### **RECOMMENDATION:**

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

### **BACKGROUND:**

The goals and objectives of the Mammoth Lakes Wildfire Task Force were initially outlined to Town Council at the meeting held on March 19<sup>th</sup>, 2025. The Task Force seeks to perform meaningful fire mitigation efforts to increase the overall resiliency of the Town.

### **ANALYSIS:**

The Office of Outdoor Recreation (OOR) and the Mammoth Lakes Fire Protection District will provide updates on the following goals and objectives outlined in the March 19<sup>th</sup> Meeting.

- Defensible Space Work specific to the Council adopted California Joint Strategy for Sustainable Outdoor Recreation & Wildfire Resilience
- Fireaside Software Support
- Parcel Level Evaluations
- Parcel Level On-The-Ground-Work Strategy
- Funding & Grant Opportunities
- Public Outreach

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

**Title:** July 2025 Public Works Engineering CIP Update.

**Council Meeting Date:** 7/2/2025

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

**Recommended Motion:** None

**Summary:** The attached CIP update contains information about the Town's current design and construction project.



## Public Works Engineering Capital Project Update

July 2, 2025

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

Project	Notes	Budget
CRC "Phase 2" - Interior TI Work	<b>The office spaces are under construction, and expected to be complete in mid-July.</b> All other work is substantially complete.	\$2M
The Parcel Phase 2 "Kingfisher 1"	Work has recently resumed on building foundations, underground utilities and perimeter site retaining walls.	\$46M (Kingfisher 1) TBD (Kingfisher 2)
Town Civic Center	<b>Concrete work for foundations, 1<sup>st</sup> floor slab, and 2<sup>nd</sup> floor deck is nearly complete. Roof concrete is expected in early July. Framing of exterior walls will begin mid-July. Mechanical ductwork and site electrical conduits are also being installed.</b>	\$27M
Mammoth Creek Park West (CRC)	Work on the concrete foundations for the shade structures and climbing boulder has begun under the 2025 Misc Concrete and Facility Work project.	\$500K
Mammoth Arts & Cultural Center (MACC)	<b>Bids were received on June 20, and we are requesting Town Council authorize the Town Manager to award a contract on July 2, with the goal of starting construction as soon as possible this summer.</b>	~\$17M
Airport Reconstruct GA and Terminal Parking Lot	<b>Construction is nearly complete, and the parking lot is expected to re-open to the public in mid-July.</b>	\$2M
2025 Road & MUP Rehabilitation	<b>The contractor is coordinating the project schedule with other work as well as the availability of asphalt. Work is expected to start near the end of July.</b>	\$3M
2025 Slurry Seal	<b>The contractor is coordinating the project schedule with other work as well as the availability of materials. Work is expected to start in July.</b>	\$560K
2025 Misc Concrete and Facility Work	Work on the concrete foundations for the shade structures and climbing boulder at Mammoth Creek Park has begun.	\$586K
Volcom Skate Park Maintenance	<b>The project is complete and the park is fully open to the public.</b>	\$65K
Airport Tee-Hangar Taxilane Rehabilitation	Design is in progress and is expected to be completed this year, with the intention of going out to bid early in 2026 for construction next summer.	\$229K (design)
Airport Multipurpose Building Phase 1 – A3 Taxiway & Site Work	This project serves to improve mobility for hangar users, while preparing for construction of the Multipurpose building. Several bids were received and there is an apparent low bidder. The FAA is currently reviewing the Grant Application and typically provides approval or denial in August. The project will be awarded if grant funds are available.	\$2.25M (Phase 1)
Airport Multipurpose Building (ARFF and SRE) Phase 2	Staff is working to submit plans to building for a building permit. A funding request has been submitted to the FAA and feedback should be provided on eligibility in the new few weeks or months. We will continue to work towards a shovel ready project while we await FAA feedback.	TBD
Main Street MUP	Survey and design work is in progress, and should be completed this year, however construction funds or schedule have not yet been identified.	~\$200K (design)
Shady Rest Restroom	Design should be completed this year, with the intent of going out to bid in early 2026 for construction next summer.	~\$200K (design)

Minaret/Meridian Roundabout	Survey and design work is in progress, and should be completed this year, however construction funds or schedule have not yet been identified.	\$392K (design)
The Parcel Phase 3 (homeownership)	<b>Infrastructure design is in progress</b> , and is expected to be completed this summer, and site preparation may begin as early as this fall.	\$62K (design)
Mountain Blvd Crosswalk HSIP Project	The Town was awarded \$350k of grant funding to provide a pedestrian activated crosswalk at the intersection of Main St/SR 203 and Mountain Blvd. Additional funds need to be identified in order to construct the project in the future, likely in coordination with the S Main MUP project.	\$350k+
Parks & Trails Signage	Staff is working on a bid package for 4 new monument signs to be located at the Parcel, CRC/Mammoth Creek Park, Dog Park, and Shady Rest. We expect to go out to bid in June and award a contract in August.	~\$100K
CRC Patio Railing	Staff is working on a request for proposals (RFP) for design and construction of a decorative railing at the patio between the CRC and Mammoth Creek Park playground. We expect to release the RFP in the next month. Construction schedule is TBD.	~\$65K
Childcare TI (Interior Fit-out)	<b>Design is in progress</b> for the fit-out of the interior of the recently constructed Childcare Center core and shell located at 100 College Parkway, with the goal of opening for operations in August 2026. We expect to go out to bid this fall or winter, for construction next spring or summer. The details of facility operation and management are also in progress.	<b>\$195K (design)</b>



**Town Council of Mammoth Lakes**  
**Minutes of Regular Meeting**

**June 18, 2025, 4:00 p.m.**  
**437 Old Mammoth Road, Suite Z, Mammoth Lakes**

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

---

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

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

**2. PLEDGE OF ALLEGIANCE**

Janet Hatfield led the flag salute.

**3. PUBLIC COMMENTS**

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

David Eichman, Interim Director of the Mammoth Lakes Chamber of Commerce, gave an update regarding current Chamber activities.

Pat Foster, Hot Creek Aviation, announced that he brokered a deal with the Bishop Flying Club to base an airplane in Mammoth for rent to learn to fly.

Trails Program Manager Andrew Mulford gave an update regarding the Sherwins Area Recreation Plan.

Stacy Corless outlined her concerns regarding the proposal in the federal budget reconciliation bill to make public lands eligible for sale to balance the federal budget. She urged the Town Council to communicate with federal leaders about the negative effects this proposal would have on our area.

Ann Gimpel said that she agreed with Ms. Corless.

Carrie Guerriero said that she agreed with Ms. Corless.

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

Town Manager Rob Patterson outlined the need for the addition of an urgency item. There was discussion among members of Council and staff.

It was moved by Mayor Pro Tem Amanda Rice, seconded by Councilmember John Wentworth, and carried by a 5-0 vote that, pursuant to Government Code Section 54954.2b2, the Council hereby determines that there is a need to take immediate action and that the need for action came to the attention of the Town subsequent to the agenda being posted as specified in subdivision a, said item being

Federal Land sell off proposal.

Town Manager Rob Patterson outlined potential items to be addressed in a letter to our federal legislators. There was discussion among members of Council

#### PUBLIC COMMENT:

Ann Gimpel said that there were impacts to public lands all around us so we should coordinate with area partners on our response.

Moved by Mayor Pro Tem Amanda Rice

Seconded by Councilmember John Wentworth

Direct staff to draft a letter signed by the Mayor in opposition to any federal land sale and to be forwarded to our federal representatives.

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

Carried (5 to 0)

There was discussion among members of Council.

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

Parks and Recreation Director Stuart Brown handed out the new Summer Recreation Guide and gave an update regarding current parks and recreation activities.

Airport Operations Manager Soibian Spring gave an update regarding current activities at the Airport.

Town Manager Rob Patterson said that Forest Service staff requested that the Town fund the Forest Service contracts for pumping out the vault toilets on federal lands in our area. Mr. Patterson said that he approved the request and used Camp Like a Pro funds and Town funds to pay for the services. There was discussion among members of Council, staff, and Mammoth Lakes Fire Protection District Fire Chief Ales Tomaier.

Janet Hatfield, Whitebark Institute Resilience Program Director, gave an update regarding the status of their forest thinning projects around our area. There was discussion among members of Council, Ms. Hatfield, and Mammoth Lakes Fire Protection District Fire Chief Ales Tomaier.

**6. CONSENT AGENDA**

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

Approve the Consent Agenda.

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

Carried (5 to 0)

**6.1 Approve the minutes of the regular meeting of June 4, 2025.**

**6.2 Approve the Resolution Adopting the Amended Town of Mammoth Lakes Sustainable Purchasing and Practices Policy.**

**6.3 Approve the resolution authorizing the temporary closure of certain Town roads for the Fourth of July Parade and Freedom Mile Run on July 4, 2025.**

**6.4 Accept the Project Closeout Report for S.H.A.R.P. (Sherwins Area Recreation Plan) Trailhead Facilities Project.**

**6.5 Accept the Project Closeout Report for the Childcare Center Project.**

**6.6 Award Architectural and Consultant Design Services Contract for the Childcare Center Tenant Improvement (TI) project to HMC Architects.**

**6.7 Accept Check Register 6/12/25 in the amount of \$1,220,891.97.**

**7. PUBLIC HEARINGS**

**7.1 Town of Mammoth Lakes Fiscal Year 2025-26 Master Fee Schedule Update.**

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

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

With no members of the public coming forward to speak, the Mayor closed the public hearing at 5:27 p.m.

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

Adopt the resolution establishing and updating a master schedule of fees and charges for Town services for FY25-26.

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

Carried (5 to 0)

**7.2 Approval of Appropriations Limit, Investment Policy, Reserve Policy, Debt Policy, and Annual Budget for Fiscal Year 2025-26.**

The Mayor opened the public hearing at 5:28 p.m.

Town Manager Rob Patterson outlined the information in the staff report. There was discussion among members of Council, staff, and Mammoth Lakes Tourism Executive Director John Urdi.

With no members of the public coming forward to speak, the Mayor closed the public hearing at 6:23 p.m.

There was discussion among members of Council.



Moved by Councilmember John Wentworth  
Seconded by Councilmember Bill Sauser

Adopt a resolution establishing the Town of Mammoth Lakes appropriations limit for Fiscal Year 25-26. Adopt a resolution reaffirming the Town of Mammoth Lakes Investment Policy for Fiscal Year 25-26. Adopt a resolution reaffirming the Town of Mammoth Lakes Reserve Policy for Fiscal Year 25-26. Adopt a resolution reaffirming the Town of Mammoth Lakes Debt Policy for Fiscal Year 25-26. Adopt a resolution approving the Annual Budget for the Town of Mammoth Lakes for Fiscal Year 25-26, as presented.

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

Carried (5 to 0)

The Mayor called a recess at 6:26 p.m. and the Council reconvened at 6:31 p.m.

## **8. POLICY MATTERS**

### **8.1 Agreement with Mammoth Lakes Performing Arts Foundation to administer an endowment to support operations and management of the Performing Arts Facility.**

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

PUBLIC COMMENT:

Jo Bacon, Secretary of the Mammoth Lakes Performing Arts Foundation, offered to answer questions from Council. She announced the names of the Board of the Foundation.

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

Approve the agreement with the Mammoth Lakes Performing Arts Foundation to perform fundraising efforts for and administer an endowment fund to support operations and maintenance of the McCoy Arts and Cultural Center (MACC), pending final legal review by Mammoth Lakes Performing Arts Foundation Board or legal representation.

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

Carried (5 to 0)

**8.2 Consideration of the Ordinance adopting the State Fire Hazard Severity Zone maps for the Town of Mammoth Lakes.**

Community and Economic Development Director Nolan Bobroff and Mammoth Lakes Fire Protection District Division Chief Mike McCarthy outlined the information in the staff report. There was discussion among members of Council and staff.

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

Waive the first reading and introduce by title only an ordinance adopting the State Fire Hazard Severity Zone maps for the Town of Mammoth Lakes and finding that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15378 because the activity is not considered to be a project.

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

Carried (5 to 0)

**8.3 Consider an extension to the Lease to Locals program operated under contract with Placemate and the commitment of a maximum \$30,000 in additional administrative fees.**

Community and Economic Development Director Nolan Bobroff and Isaac Landman, Placemate, 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 Amanda Rice

Approve an amendment to the Placemate contract to extend the operating term of the Lease to Locals program to December 31, 2025, and to commit a maximum of \$30,000 in additional administrative fees, which will

be paid out on a performance-based structure of \$1,667 per property that enters the Lease to Locals program during the extended term.

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

Against (2): Councilmember Bill Sauser, and Councilmember Brent Truax

Carried (3 to 2)

## **9. COUNCILMEMBER REPORTS**

Councilmember Wentworth attended the SHARP trailhead ribbon cutting ceremony, the California Natural Resources Agency leadership recreation focused meeting in Sacramento, and the meeting of the Governing Council of the Sierra Jobs First Collaborative.

Mayor Pro Tem Rice attended Kidapalooza.

Councilmember Truax attended the Local Agency Formation Commission (LAFCO) meeting, his daughter's graduation, the Mono County Supervisor's meeting, the Al Davis memorial, and the opening for public swim at Whitmore Pool.

Mayor Bubser attended the LAFCO meeting, the first Trashy Thursday, the SNARL lectures, and Eastern Sierra Pride events held at Canyon Lodge.

## **10. CLOSED SESSION**

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

At 7:23 p.m. the Mayor announced that the Council would be entering into closed session for the purposes as stated in the agenda.

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

The Council reconvened from closed session at 7:50 p.m. and announced that there was no reportable action taken.

**12. ADJOURNMENT**

The Council adjourned the meeting at 7:50 p.m.

---

Jamie Gray, Town Clerk

## **TOWN COUNCIL STAFF REPORT**

Title: Authorize the Town Manager to award the construction contract for the McCoy Arts and Cultural Center (MACC) to Spiess Construction Co., Inc.

Meeting Date: July 2, 2025

Prepared by: Amy Callanan, PE, Engineering Manager

---

### **RECOMMENDATION:**

Staff recommend Town Council:

- Adopt the project Plans and Specifications.
- Authorize the Town Manager to award the MACC base bid construction contract to Spiess Construction Co., Inc. in the amount of \$15,862,000, upon confirmation of funding allocations.
- 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, within the allocated funding amount.

### **BACKGROUND:**

In August 2024, Town Council approved the 5-year Capital Improvement Plan (CIP), which included design and construction of the McCoy Arts and Cultural Center (MACC). The MACC project is the result of a partnership between the Mammoth Lakes Foundation, Town of Mammoth Lakes, Cerro Coso/Kern Community College District (KCCD), and private donors, and is intended to be a year-round venue for performing arts events, including live theater, musical performances, films, lectures, conferences, and community activities. The MACC will be constructed as an addition to the existing Edison Hall located at 100 College Parkway on property currently owned by the Mammoth Lakes Foundation (MLF), and includes the addition of a single-story, approximately 7,482 square-foot, 239-seat performing arts theatre with support spaces, a new trash enclosure, reconfiguration of the existing parking lot, and other site improvements such as walkway connections and landscape/revegetation of the disturbed site. On July 3<sup>rd</sup>, 2024, the Town Council authorized the Town Manager to execute a purchase and sale agreement (PSA) with Mammoth Lakes Foundation (MLF) for the acquisition of the property, and various minor amendments were recently authorized on May 7, 2025.

### **ANALYSIS:**

Staff and the design team from HMC Group have recently completed the design and solicited bids for construction of the project beginning May 14, 2025. Bids were publicly

opened on June 20, 2025 at 4:00PM. Five (5) bids were received with base bid pricing as follows:

- Spiess Construction Co., Inc. \$15,862,000
- AMG & Associates, Inc. \$16,102,500
- Costa Azul Construction Co., Inc. \$18,391,000
- Bowe Contractors, Inc. \$18,550,000
- Bobo Construction, Inc. \$19,568,080

Spiess Construction Co., Inc. placed the apparent low bid. A bid review was completed, and no irregularities were identified. Staff is recommending the award of the base bid to Spiess Construction Co. Inc., in the amount of \$15,862,000.

### **FINANCIAL CONSIDERATIONS:**

The MACC project (not including purchase of the land) is currently funded as follows:

<b>Funding Source</b>	<b>Amount</b>
Kern Community College District	\$ 7,500,000
Mammoth Lakes Foundation	\$ 3,000,000
Tambour Foundation donation	\$ 500,000
Edison Hall Improvements	\$ 100,000
General Fund / Measure U	\$ 5,820,000
<b>TOTAL</b>	<b>\$ 16,920,000</b>

The total cost of the construction contract (without contingency) plus previously contracted/encumbered costs for design, permitting and environmental analysis is \$16,614,000, which is roughly \$306,000 below the current funding allocation. However, other estimated future costs, including testing and inspections, off-site utility work, and miscellaneous furnishings and fees are expected to cost an additional \$600,000, bringing the estimated total project cost to \$17,214,000.

Therefore, an additional \$300,000 needs to be allocated to fully fund the project within expected costs, without any construction contingency. Staff recommend allocating this \$300,000 from Future Capital Fund 980, for a total project funding allocation of \$17,220,000.

Another \$1,586,000 would need to be allocated to fund the project with a 10% construction contingency. This funding may be allocated at a future date.

Due to unforeseen circumstances, a few of the anticipated external funding sources have not yet been received. \$7.5M from KCCD is expected to be received in mid-August. The \$3M from MLF is expected upon execution of the PSA for the land, which is contingent

upon completion of MLF's renovation project to the Edison Hall. That work is expected to be completed in mid- to end-July. The \$500K donation from Tambour Foundation is expected soon following the award of the contract.

**ENVIRONMENTAL CONSIDERATIONS:**

Pursuant to the California Environmental Quality Act (CEQA), the project was included in the scope of development analyzed in the November 2023, Addendum to the Mammoth Arts and Cultural Center Initial Study/Mitigated Negative Declaration (State Clearinghouse No. 2019012023) which determined the revised MACC project design would not result in any new environmental impacts that were not previously analyzed in the approved IS/MND.

## Mammoth Lakes Town Council Agenda Action Sheet

**Title:** Waive the second reading and adopt by title only the ordinance adopting the State Fire Hazard Severity Zone maps for the Town of Mammoth Lakes and finding that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15378 because the activity is not considered to be a project.

**Council Meeting Date:** 7/2/2025

**Prepared by:** Nolan Bobroff, Community and Economic Development Director; Ales Tomaier, Fire Chief, Mammoth Lakes Fire Protection District

**Recommended Motion:** Waive the second reading and adopt by title only the ordinance adopting the State Fire Hazard Severity Zone maps for the Town of Mammoth Lakes and finding that the ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines §15378 because the activity is not considered to be a project.

**Summary:** Town Council considered the adoption of the updated 2025 State recommended fire hazard severity zone (FHSZ) maps at its June 18, 2025 meeting. At the June 18<sup>th</sup> meeting, the Council introduced the ordinance for the adoption of these zones. No changes to the introduced ordinance were requested by the Council, and staff are recommending its adoption (Attachment 1).

The State has mandated the identification of FHSZs on both State and locally managed lands since the early 1990s. While initially the identification of these zones was centered around “Very High Fire Severity Zones”, more recent catastrophic fires have resulted in additional regulations including the addition of both “moderate” and “high” zones that the State Fire Marshall is required to recommend to local jurisdictions for adoption. Additional regulations associated with these zones include materials and construction methods for exterior wildfire exposure (*MLFPD previously adopted and require all structures to be built to the WUI standards regardless of the FHSZ designation, and therefore the updated map designations will not have an impact on the building code standards here in Mammoth*), natural hazard real estate disclosures, 100-foot defensible space requirements, property development standards, and consideration during future general plan developments.

**Changes to the FHSZ Maps:** The first mapping of FHSZs within the Local Responsibility Areas was completed in 2007. The hazard maps have now been significantly updated to more accurately reflect the zones in California that are susceptible to wildfire and included the areas designated as “moderate” and “high” zones. The new mapping process incorporated new science in local climate data and improved assessment modeling in determining hazard ratings. The number of acres identified as a “Very High Fire Severity Zone” increased by approximately 625% from 296 acres in the 2007 map [*largely the Bluffs and a small portion of Old Mammoth*] to 2,147 acres in the 2025 map [*covers the majority of the Town*]. Additionally, 854 acres have been identified as a “High Fire Severity Zone” and 98 acres as a “Moderate Fire Severity Zone”.

**CEQA Compliance:** The proposed ordinance amendment is not subject to the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section §15378(b)(5) as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.



**ORDINANCE NO. 25-05**

**AN ORDINANCE OF THE TOWN COUNCIL  
OF THE TOWN OF MAMMOTH LAKES  
ADOPTING THE STATE-RECOMMENDED FIRE HAZARD SEVERITY ZONE MAP**

**WHEREAS**, pursuant to California Government Code Section 51178 the State Fire Marshal is required to identify areas in the State as Moderate, High, and Very High Hazard Severity Zones based on consistent statewide criteria and the severity of fire hazard that is expected to prevail in those areas; and

**WHEREAS**, the state hazard maps are being updated to more accurately reflect zones in California that are susceptible to wildfire through the incorporation of new science in local climate data and improved fire assessment modeling in determining hazard ratings; and

**WHEREAS**, based on the zone designations, certain state wildfire mitigation regulations are required, including but not limited to building codes, defensible space, and real-estate hazard disclosures, as outlined in California Government Code Section 51175 et seq and California Civil Code 1102.19; and

**WHEREAS**, the State Fire Marshal transmitted the updated hazard zone recommendations on March 24, 2025; and

**WHEREAS**, pursuant to California Government Code Section 51178.5, the Town made the draft updated hazard zone recommendations available for public review and comment within 30 days of receiving them; and

**WHEREAS**, pursuant to California Government Code Section 51179(a), the Town must designate, by ordinance, moderate, high, and very high fire hazard severity zones in its jurisdiction within 120 days of receiving recommendations from the State Fire Marshal; and

**WHEREAS**, pursuant to California Government Code Section 51179(b)(3), the Town is prohibited from decreasing the level of fire hazard severity zone identified by the State Fire Marshal for any area within Mammoth Lakes, for example by reducing areas designated as very high fire hazard severity zones by the State Fire Marshal to moderate or high fire hazard severity zones; and

**WHEREAS**, the Town Council wishes to accept the hazard severity zone recommendations as provided by the State Fire Marshal; and

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

**Section 1. Enactment.** The Fire Hazard Severity Zone Map recommended by the State Fire Marshal and attached hereto as Exhibit “A” and incorporated herein by reference is hereby adopted without amendment.

**Section 2. Summary Publication.** The Town Clerk is hereby directed to publish a summary of this ordinance in accordance with the law.

**Section 3. Transmittal.** Pursuant to California Government Code Section 51179(c), and Title 14 California Code of Regulations § 1280.02, Town staff shall transmit a copy of this ordinance to the State Board of Forestry and Fire Protection within 30 days of adoption.

**Section 4. Posting.** The official Town of Mammoth Lakes Fire Hazard Severity Zone Map will be published and available at [www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov). Pursuant to California Government Code Section 51179(g), Town staff shall post, or ensure that County staff have posted, a notice at the office of the Mono County Recorder, the Mono County Assessor, and the Mono County Planning Department identifying the location of the State Fire Marshal's Fire Hazard Severity Zone Map.

The foregoing Ordinance was introduced at a regular meeting of the Mammoth Lakes Town Council held on the 18th day of June 2025, and PASSED, APPROVED, AND ADOPTED at a regular meeting of the Mammoth Lakes Town Council on the 2<sup>nd</sup> day of July, 2025.

---

Chris Bubser, Mayor

ATTEST:

---

Jamie Gray, Town Clerk

**Attachments:**

Exhibit "A" – Town of Mammoth Lakes Fire Hazard Severity Zones Map

**EXHIBIT “A”**

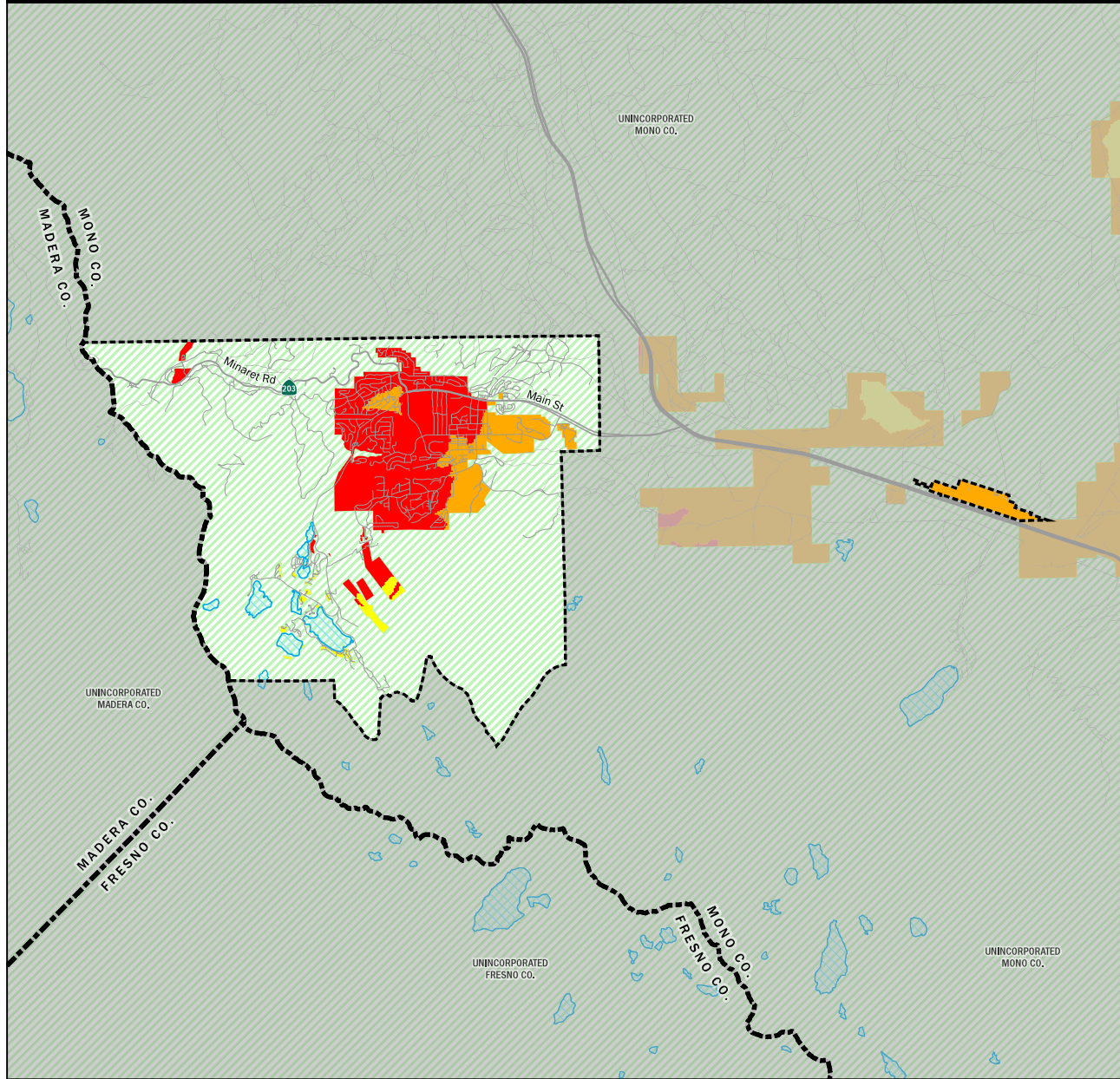
**Town of Mammoth Lakes Fire Hazard Severity Zones Map**



# Local Responsibility Area Fire Hazard Severity Zones

As Identified by the  
State Fire Marshal

March 24, 2025

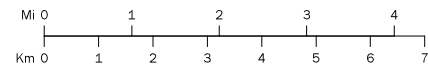


## Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High High Moderate

## Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High High Moderate



Projection: NAD 83 California Teale Albers  
Scale: 1:90,000 at 11" x 17"

Incorporated City  
 Unzoned LRA  
 Waterbody  
 Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent

statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather,

and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California  
Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency  
Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection  
Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:  
CAL FIRE Fire Hazard Severity Zones (FHSZSRA23\_3, FHSZLRA\_25\_1)  
CAL FIRE State Responsibility Areas (SRA25\_1)  
City and County boundaries as of 10/22/24 (CA Board of Equalization)

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

**Title:** Approve the Memorandum of Understanding between the Town of Mammoth Lakes and the Mammoth Lakes Police Supervisory Association (“MLPSA”), which shall be in effect from July 1, 2025, through June 30, 2028.

**Council Meeting Date:** 7/2/2025

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

**Recommended Motion:** Approve, pending legal review, the Memorandum of Understanding between the Town of Mammoth Lakes, and the Mammoth Lakes Police Supervisory Association.

**Summary:** Town Management has met and conferred in good faith with one of its recognized bargaining units, the Mammoth Lakes Police Supervisory Association, and recent labor negotiations have seen a tentative agreement reached between the Town of Mammoth Lakes and the MLPSA. The agreement is currently being reviewed by the Town's third-party legal counsel, Best, Best, and Krieger (BBK), and it is anticipated that legal counsel will determine the agreement to be appropriate and compliant with applicable state and federal law.

Members of the association have voted to approve the agreement, pending legal review. Upon approval by Town Council, it is the Town's intention to fully implement the new agreement, executing all changes effective July 1, 2025; with salary-based adjustments effective the first full pay period in July of the 2025-26 fiscal year, beginning July 7, 2025.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TOWN OF MAMMOTH LAKES  
AND  
THE MAMMOTH LAKES POLICE SUPERVISORY ASSOCIATION  
July 1, 2025 to June 30, 2028**

**PREAMBLE**

This Memorandum of Understanding is entered into pursuant to the Meyers-Milius-Brown Act (Government Code Section 3500 et seq). The parties to this Memorandum of Understanding are the Town of Mammoth Lakes, State of California, which hereinafter shall be referred to as “Town” and the Mammoth Lakes Police Supervisory Association, which hereinafter shall be referred to as “Association”. The parties have met and conferred in good faith regarding wages, hours, and other terms and conditions of employment of the employees represented by the Association and have exchanged freely information, opinions, and proposals and have endeavored to reach agreement on all matters relating to the employment, conditions, and employee relations of such employees.

This Memorandum of Understanding has been presented to the Town Council as a joint recommendation of the undersigned for salary, fringe benefits, and other working conditions for the period beginning July 1, 2025, to June 30, 2028, and was ratified by the Town Council on July 2, 2025, and the terms and conditions herein are in full force and effect for affected members of the Mammoth Lakes Police Supervisory Association.

TOWN OF MAMMOTH LAKES

MAMMOTH LAKES POLICE SUPERVISORY  
ASSOCIATION

---

Robert Patterson  
Town Manager

---

Joseph Vetter  
Mammoth Lakes Police Supervisory Association  
Representative

---

Date

---

Date

---

Jamie Gray  
Town Clerk & Records Manager

---

Jason Heilman  
Mammoth Lakes Police Supervisory Association  
Representative

---

Date

---

Date

## Table of Contents

<b>ARTICLE 1: Agreement .....</b>	<b>4</b>
<b>ARTICLE 2: Recognition .....</b>	<b>4</b>
<b>ARTICLE 3: Non-Discrimination .....</b>	<b>4</b>
<b>ARTICLE 4: Definitions .....</b>	<b>4</b>
<b>ARTICLE 5: Town Rights .....</b>	<b>4</b>
<b>ARTICLE 6: Association Rights .....</b>	<b>5</b>
<b>ARTICLE 7: Dues Deductions .....</b>	<b>5</b>
<b>ARTICLE 8: Salary .....</b>	<b>6</b>
8.1 Salary Schedule.....	6
8.2 Salary Increases.....	6
<b>ARTICLE 9: Work Schedule.....</b>	<b>6</b>
9.1 Workweek .....	6
9.2 Work Schedule .....	6
9.3 Shift Bid .....	6
9.4 Schedule Changes .....	6
<b>ARTICLE 10: Overtime.....</b>	<b>7</b>
10.1 Overtime Policy - Definition.....	7
10.2 Overtime Compensation .....	7
10.3 Maximum Accumulation of Compensatory Time .....	7
10.4 Usage of Compensatory Time.....	7
10.5 Compensatory Leave at Termination.....	8
<b>ARTICLE 11: Longevity Pay .....</b>	<b>8</b>
<b>ARTICLE 12: Holiday Pay .....</b>	<b>8</b>
<b>ARTICLE 13: POST Pay .....</b>	<b>8</b>
<b>ARTICLE 14: Bilingual Pay .....</b>	<b>9</b>
<b>ARTICLE 15: Special Assignment Pay .....</b>	<b>9</b>
<b>ARTICLE 16: Court Pay .....</b>	<b>9</b>
<b>ARTICLE 17: “Call-In” Pay .....</b>	<b>10</b>
<b>ARTICLE 18: “On-Call” Pay.....</b>	<b>10</b>
<b>ARTICLE 19: Anniversary Recognition .....</b>	<b>10</b>
<b>ARTICLE 20: Equipment and Uniforms .....</b>	<b>11</b>
20.1 Equipment and Uniforms .....	11
20.2 Reimbursement for Body Armor .....	11
<b>ARTICLE 21: Duty Weapon Ownership .....</b>	<b>11</b>
<b>ARTICLE 22: Comprehensive and Other Leave .....</b>	<b>12</b>
22.1 Comprehensive Leave.....	12
22.2 Scheduling/Notification .....	12
22.3 Comprehensive Leave at Termination .....	12
22.4 Effect of Extended Military Leave.....	12
22.5 Comprehensive Leave Payouts .....	12

22.6 Comprehensive Leave Accruals.....	13
22.7 Sick Leave.....	13
22.8 Parental Leave.....	13
22.9 Family and Medical Leave.....	13
22.10 Jury Duty.....	13
22.11 Leave Without Pay.....	13
22.12 Unpaid Leave of Absence.....	14
<b>ARTICLE 23: Health Insurance Benefits.....</b>	<b>14</b>
<b>ARTICLE 24: Retirement.....</b>	<b>15</b>
<b>ARTICLE 25: Retirement Health Savings Account.....</b>	<b>15</b>
<b>ARTICLE 26: Deferred Compensation.....</b>	<b>15</b>
<b>ARTICLE 27: Life Insurance.....</b>	<b>15</b>
<b>ARTICLE 28: Workers' Compensation.....</b>	<b>16</b>
<b>ARTICLE 29: Layoffs.....</b>	<b>16</b>
<b>ARTICLE 30: Personnel Files.....</b>	<b>16</b>
<b>ARTICLE 31: Grievance Procedure.....</b>	<b>16</b>
31.1 Purpose.....	16
31.2 Formal Grievance Procedure.....	17
31.3 Automatic Advances.....	17
31.4 Costs of Grievance Arbitration.....	17
31.5 Time Limits.....	17
<b>ARTICLE 32: Severability.....</b>	<b>17</b>
<b>ARTICLE 33: Duration.....</b>	<b>18</b>
<b>Appendix A: Salary Schedules.....</b>	<b>19</b>



## **ARTICLE 1. Agreement**

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into by and between the Town of Mammoth Lakes (“Town”) and the Mammoth Lakes Police Supervisory Association (“Association”).

## **ARTICLE 2. Recognition**

The Town recognizes the Association as the exclusive representative of all full-time employees in the job classification of Police Sergeant.

## **ARTICLE 3. Non-Discrimination**

There shall be no discrimination based on an employee’s race, religious creed, color, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military, or veteran’s status and/or any other category protected by federal and/or state law. In addition, Town policy prohibits retaliation because of the employee’s opposition to a practice the employee’s participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the Town, and the Town will investigate those complaints.

## **ARTICLE 4. Definitions**

- 4.1 “Base rate of pay” shall mean the employee’s hourly rate of pay as identified in Appendix A.
- 4.2 “Classification seniority” shall be used for the purpose of determining vacation sign-ups, shift bids, and layoffs. Classification seniority shall be defined as the employee’s time in class plus higher class within the Mammoth Lakes Police Department.
- 4.3 “Day” shall mean a calendar day unless otherwise stated.
- 4.4 “Employee” shall mean an employee in the bargaining unit represented by the Association.
- 4.5 “Grievance” shall mean an alleged violation, misapplication, or misinterpretation of this memorandum of understanding by the Association, an employee, or group of employees whose position classification(s) is represented by the Association. Employee evaluations and disciplinary actions are not subject to grievance.
- 4.6 “Regular rate of pay” shall include the employee’s base hourly rate of pay plus any additional incentives or special pay required by the Fair Labor Standards Act (“FLSA”) to be included in the regular rate, for which the employee qualifies under this MOU.
- 4.7 “Town Manager” is the Chief Administrative Officer of the Town and is appointed by the Town Council.

## **ARTICLE 5. Town Rights**

Town Council retains all its powers and authority to direct, manage, and control the operation of the Town to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Town, the adoption of ordinances, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only

by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with law.

Included in the Town duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its departmental policies, goals, and objectives; insure the rights and privileges of citizens; determine staffing patterns; determine the number and kind of personnel required; maintain the efficiency of Town operations; build, move, or modify facilities; establish budget procedure and determine budgetary allocation; determine the methods of raising revenue; enter into contracts for supplies and services; and take appropriate action in the event of an emergency. In addition, the Town retains the right to hire, classify, assign, transfer, evaluate, promote, demote, suspend, and terminate employees. These rights will be in conformance with the provisions of state and federal laws.

Notwithstanding the foregoing, the parties agree to meet and confer as required under the Meyers-Milias-Brown Act.

#### **ARTICLE 6. Association Rights**

- 6.1 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards located at Town facilities.
- 6.2 The Association shall receive one hundred (100) hours of Association release time annually, for the Association President and/or designee(s) to conduct Association business or attend state or national conferences.
- 6.3 The Town shall allow a reasonable number of Association representatives time off without loss of compensation or other benefits when processing grievances, attending labor management meetings, or formally meeting and conferring with representatives of the Town on matters within the scope of representation.

#### **ARTICLE 7. Dues Deductions**

Employees may sign up for payroll deductions of Association dues with the Association. The Association will certify to the Town any new members of the Association.

Town agrees to deduct dues as established by the Association. The sum so withheld shall be remitted by the Town, without delay, directly to the Association along with a list of employees who have had such amounts deducted. As periodically requested by the Town, Association agrees to provide a listing of all additions or deletions of membership or requested changes to establish payroll deductions of its members, to the Town.

The employee's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the dues authorized. When an employee is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. All other legal and required deductions have priority over Association dues.

The Association agrees to indemnify and hold harmless the Town, its officers, employees, and agents acting on its behalf from and against any and all losses, damages, costs, expenses, claims, demands, actions, suits, judgments, and other forms of liability arising out of the application or enforcement of this section. In no

event shall the Town be required to pay from its own funds Association dues which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Any Association member who notifies the Town of their desire to discontinue dues deductions or otherwise withdraw from Association membership shall be referred back to the Association. The Town agrees to continue all dues deductions until notified of a deduction change by the Association.

## **ARTICLE 8. Salary**

### **8.1 Salary Schedule**

The salary schedule shall be attached as Appendix A. The salary schedule shall consist of five (5) salary steps (A-E) that are five percent (5%) apart. Employees shall move through the salary steps annually based on an overall satisfactory (or equivalent of) performance evaluation.

### **8.2 Salary Increases**

Employees shall receive the following increases to base rate of pay effective on the dates as shown. Increases will go into effect the first full pay period of July.

July 2025.....	5%
July 2026.....	3%
July 2027.....	3%

## **ARTICLE 9. Work Schedule**

### **9.1 Workweek**

The workweek shall begin at 0001 hours on Monday and end at 2400 hours on Sunday.

### **9.2 Work Schedule**

The work schedule shall be mutually agreed upon by both the Town and the Association. While not included in the twelve (12) assigned to patrol, the School Resource Officer and/or Detective may be assigned to patrol duties as the needs of the department require.

### **9.3 Shift Bid**

Employees shall bid annually during the month of November for the following year's shifts and days off. The shift bid shall include four (4) rotations of three (3) months; the rotations begin in January, April, July, and October. Each employee must select two (2) night shifts and two (2) day shifts. Once all employees have selected their shifts, employees may trade shifts for the entire rotation.

### **9.4 Schedule Changes**

The Chief of Police, or designee, may move an employee from one established shift to another established shift with two (2) weeks' notice if the change is deemed to be in the best interests of the department and the Town. In the case where a shift change is between two or more employees, the employee with the most seniority shall have the right to accept or reject the transfer. All

schedule changes shall be made with the needs of the department being primary, and the needs of the employee being secondary.

## **ARTICLE 10. Overtime**

### **10.1 Overtime Policy-Definition**

Overtime work is to be kept to a minimum, consistent with the protection of the lives and property of the citizens of Mammoth Lakes and the efficient operation of the department and operation of the Town. Overtime must be authorized by the Chief of Police, or designee. Overtime shall be defined as time worked beyond forty (40) hours during the normal workweek. "Time worked" shall be defined as all time during which an employee is necessarily required by the employer to be on the employer's premises, on duty, or at a prescribed workplace. Properly roved travel time for work purposes will be compensated as "time worked" in compliance with FLSA regulations. Town paid comprehensive leave, compensatory time, and sick time shall be considered "hours worked" and is included for the purposes of calculating overtime. Release time for Association business and any non-paid leave times are not considered "time worked". All employees shall receive paid rest breaks and lunch breaks.

Compensatory time off should be granted in a manner that limits the impact on overtime being generated by the employee requesting the time off and by the department as determined in the Town's discretion.

### **10.2 Overtime Compensation**

For hours worked in excess of forty (40) hours in any workweek, one of the following shall occur at the discretion of the employee.

- (1) Employee shall accrue compensatory time-off on a time-and-one-half basis; or,
- (2) Overtime shall be paid at time-and-one-half the regular rate of pay.

### **10.3 Maximum Accumulation of Compensatory Time**

Employees may accumulate up to two hundred (200) hours of compensatory time. Until the accrued compensatory leave balances are reduced to below two hundred (200) hours, employees shall receive overtime compensation as pay. Employees may request a payout of compensatory time accrued the first pay period of each quarter, in January, April, July, and October; a list of annual payroll dates shall be established by Human Resources and available to all full-time, regular employees. Requests for a payout of compensatory time shall be made in writing to Human Resources and received no later than 5:00 p.m. the Friday preceding the first scheduled payroll date of each quarter.

The Town Manager, or designee, may authorize additional payouts of accrued compensatory time upon specific written request of an employee, but only in the event that extraordinary circumstances warrant such consideration.

### **10.4 Usage of Compensatory Time**

Compensatory time earned shall be used at the employee's discretion with the prior approval of the Chief of Police, or designee. The employee shall be permitted to use the compensatory time off within a reasonable period after making a request if the employee's use of the compensatory time

does not unduly disrupt the operation of the department. The department will make every effort to accommodate compensatory leave requests.

**10.5 Compensatory Leave at Termination**

Upon separation from the Town, employee shall receive payment for all accrued compensatory leave at the employee's current regular rate of pay, or as required by law.

**ARTICLE 11. Longevity Pay**

- 11.1 Employees shall receive longevity pay at the following rates, which are not cumulative or stackable:

3% at completion of the 10<sup>th</sup> year  
6% at completion of the 15<sup>th</sup> year  
9% at completion of the 20<sup>th</sup> year

- 11.2 Longevity pay shall be paid in accordance with the Town's regular payroll schedule, beginning on the first full pay period after the above periods of continuous service with the Town. Longevity pay shall be calculated at the above stated percentage of the employee's current base rate of pay.

**ARTICLE 12. Holiday Pay**

In lieu of receiving holidays off, each employee shall receive holiday pay in the amount of seven and one-half percent (7.5%) of the employee's base rate of pay. As holiday payments to employees are not compensation for hours worked, Holiday Pay is not to be paid on the employee's regular rate of pay, nor is it to be included in the overtime calculation as required and provided by the FLSA.

**ARTICLE 13. POST Pay**

- 13.1 Employees possessing an intermediate California POST certificate shall receive a pay differential of two and one-half percent (2.5%) of their base rate of pay.
- 13.2 Employees possessing an advanced California POST certificate shall receive a pay differential of seven and one-half percent (7.5%) of their base rate of pay (inclusive of the 2.5% intermediate California POST certificate).
- 13.3 Employees possessing a supervisory California POST certificate shall receive a pay differential of thirteen percent (13%) of their base rate of pay (inclusive of the 7.5% advanced California POST certificate).
- 13.4 POST Pay shall be paid in accordance with the Town's regular payroll schedule, beginning on the first full pay period following receipt of each level of certificate, and written notification by the employee to both their immediate supervisor and Human Resources. Eligibility for POST Pay is not complete, and no right to this payment is earned, unless both criteria of (a) the employee being in receipt of a POST certificate, and (b) the employee notifying both their immediate supervisor and Human Resources of said receipt in writing.

#### **ARTICLE 14. Bilingual Pay**

Employees who meet bilingual proficiency qualifications shall receive a pay differential of five percent (5%) of their base rate of pay. The Chief of Police shall designate the language and testing requirements, including periodic re-examination of proficiency as deemed appropriate, which will determine the qualifications for and maintenance of this incentive.

#### **ARTICLE 15. Special Assignment Pay**

- 15.1 Employees selected and assigned to detail in the positions of Detective, DARE Officer (SRO), and Drug Enforcement Officer shall receive an additional five percent (5%) above their base rate of pay for the duration of the assignment.

To meet CalPERS reporting requirements for Drug Enforcement Officer special assignment pay, this type of pay shall be considered "Narcotic Division Premium" and shall be reported to CalPERS as such.

- 15.2 Employees selected by the Chief of Police to be trained in and assigned to the Sexual Assault Response Team (SART) and/or Special Enforcement Detail (SED) shall receive an additional two-and one-half percent (2.5%) above their base rate of pay for the duration of the assignment.

To meet CalPERS reporting requirements for SART and SED special assignment pay, SART shall be considered "Police Investigator Premium", and SED shall be considered "Hazard Premium" and both shall be reported as such.

- 15.3 No employee shall be eligible to receive more than seven- and one-half percent (7.5%) in special assignment pay.

#### **ARTICLE 16. Court Pay**

Employees required to appear in court on behalf of the Town, shall be compensated at one and one-half (1 ½) times their regular rate of pay, with a minimum of four (4) hours, providing that this four (4) hour period does not overlap into the employee's regularly assigned shift.

If the court appearance should fall within one (1) hour after the employee's regularly assigned shift or one (1) hour before the employee's regularly assigned shift, the employee shall be compensated only for those hours prior to or extending beyond the assigned shift.

During off-duty time, when the appearance does not require the employee to be physically present (i.e., DMV telephone appearance), employee shall be compensated for a minimum of two (2) hours at one and one-half (1 ½) their regular rate of pay per appearance.

If an employee is called off a mandatory court appearance with twenty-four (24) hours or more notice, employee shall not receive "on-call" compensation. If employee is called off between twenty-four (24) and twelve (12) hours prior to appearance time, employees shall be entitled to two (2) hours of "on-call" pay. If employee is called off with less than twelve (12) hours' notice, they shall be entitled to three (3) hours of "on-call" pay.

## **ARTICLE 17. “Call-In” Pay**

Call-ins occur when employees are off duty and are called in to work for any reason, including but not limited to, training. An employee who is called in to work shall receive a minimum of four (4) hours pay at one and one-half (1 ½) the employee’s regular rate of pay, providing that this four (4) hour period does not overlap into the employee’s regularly assigned shift, at which time employee will be paid for overtime hours actually worked.

## **ARTICLE 18. “On-Call” Pay**

- 18.1 Employees who are assigned when off-duty to be “on-call” for an identified shift must be available to come in to work when requested to do so during that shift. Employees assigned to be “on-call” shall receive compensation equal to two hours at one and one half (1 ½) times the employee’s regular rate of pay for each shift they are “on-call”. “On-call” hours shall not be considered as “time worked” for purposes of calculating overtime.
- 18.2 Employees scheduled to be “on-call” shall be determined by an “on-call” schedule established by the Chief of Police. The “on-call” schedule shall first be available for voluntary sign ups by sworn employees. In the event the minimum of two (2) sworn personnel per night and day patrol shift is not met, “on-call” assignments will be mandatory and as assigned by the Chief of Police, or designee.
- 18.3 In the event twenty-four (24) hour staffing is reduced, and to maintain services to the community, a minimum of two (2) employees assigned to patrol night shift and two (2) employees assigned to patrol day shift shall be assigned “on-call” and subject to call back each day of the week.
- 18.4 In the event twenty-four (24) hour staffing is reduced, employees assigned to a patrol night shift from 1700 hours until 0300 hours shall remain “on-call” until 0400 hours on days they are assigned to work. Employees assigned to call back between 0300 and 0400 shall be compensated for one (1) hour of straight time, at the employee’s regular rate of pay. If an employee is called back during this period and remains on duty past 0400 hours, they shall be compensated at one-and one-half (1 ½) the employee’s regular rate of pay for all time worked after 0400 hours.
- 18.5 In the event twenty-four (24) hour staffing is reduced, employees assigned to a patrol day shift from 0700 until 1700 hours shall be “on-call” from 0400 hours until the start of their assigned shift at 0700 hours. Employees assigned to call in between the hours of 0400 to 0700 shall be compensated for one (1) hour at one-and one-half (1 ½) the employee’s regular rate of pay. Employees, if called in, shall be compensated at one-and one-half (1 ½) the employee’s regular rate of pay from the time they are called in until 0700 hours, the start of their regular patrol day shift.

## **ARTICLE 19. Anniversary Recognition**

The Town Council recognizes the important contribution made by long-term employees and wishes to recognize their service to the Town. Long-term employees are the Town’s most valuable asset and are to be commended for their skill, talent, dedication, and service. The Town shall recognize employees for every five (5) years of service to the Town according to the schedule below.

5 years.....Council recognition  
10 years.....Council recognition  
15 years.....Council recognition  
20 years.....Council recognition

25 years.....Council recognition  
30 years.....Council recognition  
35 years.....Council recognition

## **ARTICLE 20. Equipment and Uniforms**

### **20.1 Equipment and Uniforms**

The Mammoth Lakes Police Department takes pride in the professional standard presented by its employees and provides an equipment and uniform reimbursement program to ensure such professional standards are maintained.

Upon hire, employees shall be provided with new, or like new, safety equipment, foul weather gear, and uniform items in accordance with department policy. Following initial issue, employees shall be eligible for reimbursement of up to one thousand three hundred dollars (\$1,300) per fiscal year to be used for the replacement, repair, purchase, cleaning, and maintenance of safety equipment, foul weather gear, and uniform items for law enforcement purposes to be used while on duty only, excluding firearms. At the completion of one (1) year of service, new employees shall be entitled to a pro-rata amount for the remainder of the fiscal year. Unexpended balances shall not roll over to the following fiscal year. Reimbursement shall be authorized at the discretion of the Town Manager, or designee, upon submittal of proof of purchase.

Safety equipment, foul weather gear, and uniform items damaged in the course of duty (i.e., biohazard contamination) will be repaired or replaced by the Town. This excludes normal wear and tear, which is the responsibility of the employee.

Employees may be required to replace equipment and uniform items at the discretion of the Chief of Police, or designee, if the item does not meet the professional appearance standard set forth by the department or does not meet safety requirements. Should the employee have exhausted their one thousand three hundred dollar (\$1,300) balance, replacement of safety equipment, foul weather gear, and uniform items shall be at the employee's own cost. Alterations and customizations beyond what is considered required by the department, shall not be paid for by the Town.

### **20.2 Reimbursement for Body Armor**

Following initial issue, the Town shall provide all employees with a ballistic vest, and carrier consistent and comparable to current equipment used, for use while on duty. Request for specialized body armor or a ballistic vest exceeding Level IIIA must be submitted in writing to the Town Manager, or designee, for approval prior to purchase or replacement.

## **ARTICLE 21. Duty Weapon Ownership**

Employees shall be provided with a one-time duty weapon reimbursement not to exceed one thousand dollars (\$1,000) for a duty weapon for use when on duty and accessories required for the weapon, which must be pre-approved by the Chief of Police. Employees may purchase the handgun of their choice subject to prior approval by the Chief of Police, or designee.

Employees are required to submit their duty weapon to the Chief of Police or designee annually for inspection. Any employee whose weapon is not fit for duty may, at the discretion of the Chief of Police, be issued a department-owned weapon until the employee's weapon is able to be returned to duty. All costs for maintenance and repair of duty-weapons shall be submitted to the Town for reimbursement.



Employees who complete five (5) years of satisfactory service, shall have the option to take full ownership of their duty weapon (department-issued or purchased) upon separation of employment from the Town. At separation from less than five (5) years of service, employees may purchase their duty weapon at twenty percent (20%) per year depreciation value, to be determined by the Chief of Police, or designee.

## **ARTICLE 22. Comprehensive and Other Leave**

### **22.1 Comprehensive Leave**

Comprehensive leave replaces vacation leave, personal leave, and bereavement leave.

### **22.2 Scheduling/Notification**

The scheduling of paid leave for vacation and personal leave purposes and the amount to be taken at any one time shall be approved by the Chief of Police, or designee, in accordance with the department's rules and with regard for the needs of the department primarily and the preferences of the employee secondarily. Employee must submit their request to use paid leave at least two (2) weeks in advance in order for the department to mandate the shift(s) to be covered. If a request is submitted less than two (2) weeks in advance, approval shall depend on voluntary coverage.

If an employee finds it necessary to take paid leave which has not been scheduled in advance, for bereavement, emergencies, etc., it is the responsibility of the employee to contact their supervisor at least one (1) hour prior to the beginning of their workday to inform the supervisor of their absence. In such circumstances, the Chief of Police, or designee, may mandate shift coverage.

### **22.3 Comprehensive Leave at Termination**

Upon separation from the Town, employee shall receive payment for all accrued comprehensive and compensatory leave at the employee's current regular rate of pay or as required by law.

### **22.4 Effect of Extended Military Leave**

State and federal law require an employer to grant an employee leave for specified military service. The Town will abide by both the spirit and intent of the law.

An employee who is on military leave may, at the employee's request, use comprehensive leave at the time the military leave becomes effective, or at any time during the course of the extended leave.

### **22.5 Comprehensive Leave Payouts**

Employees who have comprehensive leave balances in excess of four hundred (400) hours annually on July 1, shall have those hours in excess of four hundred (400) hours converted to cash and deposited into the employee's MissionSquare Retirement Health Savings ("RHS") account.

Employees may request a payout of up to one hundred (100) hours of comprehensive leave annually to be paid in December. All such requests will be processed, and payouts made in accordance with a schedule established by the Town Manager, or designee. Employees will be provided ample advance notification of the schedule. Employees requesting a payout must retain an accrued

comprehensive leave balance of not less than two hundred (200) hours. Payouts will be made at the employee's current regular rate of pay.

The Town Manager, or designee, may authorize payouts at other times upon the specific written request of an employee, but only in the event that extraordinary circumstances warrant such consideration.

22.6 Comprehensive Leave Accruals

Employees shall accrue comprehensive leave based upon their length of continuous service, according to the following schedule:

- |     |                      |                    |
|-----|----------------------|--------------------|
| (a) | 0-2 years of service | 10 hours per month |
| (b) | 2+ years of service  | 15 hours per month |

22.7 Sick Leave

Employees shall accrue eight (8) hours a month of sick leave. There shall be no limit to the amount of sick leave hours an employee can accrue. Sick leave shall have no cash value and may not be converted to comprehensive leave. Upon separation, the employee's sick leave balance shall not be paid out but shall be reported to CalPERS and converted to service credit as permitted by law and by the Town's contract with CalPERS

22.8 Parental Leave

The California Government Code provides a number of employee benefits for pregnancy, childbirth, and related conditions. The Town provides parental leave in accordance with applicable and state and federal law. The Town will provide up to date and current information on the benefits provided and make all such information available upon request. Such information will be available from the Human Resources Department.

22.9 Family and Medical Leave

State and federal law requires employers to grant family and medical leave under specified circumstances. The Town will abide by both the spirit and intent of the law. The Town provides family and medical leave in accordance with applicable state and federal law. Such information will be available from the Human Resources Department.

22.10 Jury Duty

Employees shall receive full compensation for serving on jury duty, provided that juror pay (not including mileage) received by the employee is paid to the Town.

22.11 Leave without Pay

The Chief of Police may approve an employee's request for up to forty (40) hours of leave without pay per calendar year. Leave without pay may be granted only after all paid leave has been exhausted. All benefits, including leave accrual, health insurance, and retirement, shall be prorated accordingly to the reduction in work hours.

**22.12 Unpaid Leave of Absence**

The Town Manager may approve an employee's request for up to six (6) months unpaid leave that will guarantee the employee shall retain permanent status upon return. Requests for a leave of absence will be made in writing to the Town Manager and shall contain all relevant facts and circumstances in support of the request. All benefits including leave accrual, health insurance, and retirement shall be terminated for the duration of the leave of absence, except as otherwise required by law. All accrued paid leave balances must be exhausted before the employee may go onto unpaid leave of absence.

**ARTICLE 23. Health Insurance Benefits**

- 23.1 Employees and their dependents shall be eligible for coverage under the Town's health plan, subject to the plan's term and conditions.
- 23.2 The Town will contract with CalPERS health insurance plan. The Town will also maintain a flexible benefit program.
- 23.3 The Town shall contribute the PEMCHA minimum amount required by CalPERS per month per employee as the "employer contribution" to the cost of the premium for the health program should the employee elect to participate in the plan.
- 23.4 The Town will provide a monthly contribution to each employee in an amount equal to the cost of coverage under the PORAC health insurance plan based upon the employee's dependent status definition under the CalPERS health benefit program as "employee", "employee +1", or "employee +2" for the employee's flexible spending (cafeteria) account. This amount is inclusive of the "employer contribution" for the CalPERS health program premium.
- 23.5 Medical-In-Lieu - Employees who do not elect to take the Town's health insurance must provide proof of health coverage (in accordance with the Town's Waiver of Health Plan Enrollment). Employees who opt out of Town provided health insurance shall receive four hundred dollars (\$400) per month in-lieu which shall be deposited into their MissionSquare RHS account.
- 23.6 Employees may participate in the Health Reimbursement Arrangement Plan (HRA) as established by the Town to reimburse employees for vision and dental expenses as outlined in IRS publication 502 and the Town's vision and dental policy up to a total of one thousand five hundred dollars (\$1,500) for employees and eight hundred dollars (\$800) for each dependent (as defined by CalPERS Health) per fiscal year, which total may be combined for the use of either the member or any of their dependents. If two (2) employees are married, they shall not be covered by each other, and their dependent children may only be covered by one (1) parent. New employees not employed by the Town for the full fiscal year shall be entitled to a pro-rata reimbursement amount upon hire. Up to eighty percent (80%) of the unused portion of the total benefit, (not to exceed two thousand dollars (\$2,000) per year for employees with less than one (1) year of service with the Town) may be "rolled over" from one fiscal year to the next, for a total of not more than three (3) fiscal years. For purposes of identifying the unused portion, receipts for services performed in the previous fiscal year must be submitted within sixty (60) days of the beginning of the new fiscal year. Requests submitted after sixty (60) days after the close of the year will be paid out of the current fiscal year's benefit amount. Requests for reimbursement for services performed in years prior to the immediately preceding fiscal year shall not be reimbursable.

The current fiscal year benefit amount will be used to pay all reimbursement requests. Once the current fiscal year benefit amount is exhausted, rollover benefit amounts from previous years will be used to fund the reimbursement requests. “Rollover Year 1” (defined as the year before the current fiscal year) benefit will be accessed first for reimbursement requests. “Then, Rollover Year 2”, (defined as the fiscal year before Rollover Year 1) benefit amount will be accessed for reimbursement requests. Finally, if current fiscal year and Rollover Years 1 and 2 benefits have been exhausted, “Rollover Year 3” will be accessed for reimbursement requests. Any amount remaining in “Rollover Year 3” sixty days (60) after the close of a fiscal year will no longer be available to fund reimbursement requests. Employees may opt out of the HRA during the annual open enrollment period.

#### **ARTICLE 24. Retirement**

The Town will continue its participation in the California Public Employees’ Retirement System (CalPERS).

Retirement Tier 1 – Police Safety Members hired before January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 50 retirement formula, highest thirty-six (36) month average final compensation period, the Forth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Police Safety Members shall pay the entire twelve percent (12%) of the CalPERS employee’s contribution on a pre-tax basis.

Retirement Tier 2 – New Police Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Forth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Police Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS.

#### **ARTICLE 25. Retirement Health Savings Account**

The Town shall contract with MissionSquare to provide a vehicle for retiree medical expenses. Employees shall contribute twenty-five dollars (\$25) per pay period into their MissionSquare RHS account.

The Town shall contribute three hundred and seventy-five dollars (\$375) per month into each employee’s MissionSquare RHS account.

#### **ARTICLE 26. Deferred Compensation**

The Town shall maintain a Deferred Compensation Plan (IRC Section 457(b) Plan) in good standing and shall make voluntary participation in the Plan available to all employees.

#### **ARTICLE 27. Life Insurance**

The Town shall provide a term life insurance policy for each employee in the amount of fifty thousand dollars (\$50,000) until the age of seventy (70), after the age of seventy (70) the benefit shall be reduced to twenty-five thousand dollars (\$25,000). Dependents of employees shall receive a term life insurance policy in the amount of five thousand dollars (\$5,000).

## **ARTICLE 28. Workers' Compensation**

Whenever an employee is absent due to the filing of a workers' compensation claim, the employee shall receive full compensation during the first fifteen (15) working days of such absence without deduction from accrued paid leave banks.

If the workers' compensation claim is accepted, the employee shall receive one hundred percent (100%) of their gross pay on a pre-tax basis for a period of up to fifty-two (52) weeks pursuant to California Labor Code Section 4850 ("4850").

After 4850 leave is exhausted, if the employee is still unable to return to duty, the employee may use accrued leaves to supplement the temporary disability benefits received from the Town's workers' compensation carrier up to the employee's full gross pay. If all paid leave is exhausted, then the employee will be compensated at the statutory rate.

## **ARTICLE 29. Layoffs**

In the event of layoff of employees covered by this MOU, employees shall be laid off in the inverse order of seniority.

Employees who are laid off may take a voluntary demotion within the Mammoth Lakes Police Department, to a class in which the employee had prior probationary or permanent status, provided such a position is held by an employee with less seniority.

A break in employment shall not result in loss of seniority as a result of layoff. Any employee laid off after acquiring permanent status shall, after reinstatement, regain the seniority possessed at the time of layoff. If two (2) or more employees have identical seniority and identical time with the department, ties shall be broken by previous law enforcement experience within the State of California as a full-time paid Peace Officer described under 830 P.C.

## **ARTICLE 30. Personnel Files**

Upon approval by the Chief of Police, employees who do not have repeated similar misconduct may have any formal disciplinary action and/or investigations removed from their personnel file at the five (5) year anniversary date of the discipline.

A request to remove documentation for repeated similar misconduct shall be in writing to the Chief of Police and shall be the basis for the request. The removal of documentation shall be at the discretion of the Chief of Police. A decision not to remove documentation more than five (5) years old shall not be subject to challenge by the employee and shall not be subject to the grievance procedure.

Employees wishing to inspect their personnel file may do so by contacting the Chief of Police, or designee.

## **ARTICLE 31. Grievance Procedure**

### **31.1 Purpose**

The purpose of this procedure is to provide for an orderly process for reviewing and resolving employee grievances at the lowest possible administrative level in the shortest possible time.

31.2 Formal Grievance Procedure

Level I

The grievant shall submit a written grievance to the Chief of Police within fifteen (15) days from the event giving rise to the grievance or from the date the employee could reasonably have expected to have had knowledge of such event. The Chief of Police, or designee, shall investigate the grievance, which may include a meeting with the concerned parties, and give a written answer to the grievant within fifteen (15) days of receipt of the grievance.

Level II

If the grievant is not satisfied with the written answer from the Chief of Police, the grievant may, within fifteen (15) days of such answer, file a written appeal to the Town Manager. The Town Manager shall investigate the grievance, which may include a meeting with the concerned parties and thereafter give a written answer to the grievant within fifteen (15) days of the receipt of the written appeal.

Level III

If the Association is not satisfied by the decision made by the Town Manager, the Association may, within fifteen (15) days of the receipt of the response from the Town Manager, request a hearing before a third-party Hearing Officer. The parties shall select a Hearing Officer within fifteen (15) days from the request for a hearing.

The Hearing Officer shall conduct a hearing and shall either issue an oral bench decision, or shall, within thirty (30) days of conclusion of the hearing, render a written decision and/or order. Any decision and/or order of the Hearing Officer shall be advisory to the Town Manager. The Town Manager may affirm, modify, reverse, or otherwise resolve the decision of the Hearing Officer. The Town Manager's decision shall be final and binding.

31.3 Automatic Advances

If, at any step in the informal or formal grievance procedure, it is determined that the designated person who is to respond to the grievance does not have the authority to resolve the issue presented, the grievance automatically advances to the next line of authority, as designated in the grievance procedure, who does have the authority to respond.

31.4 Costs of Grievance Arbitration

The Town shall be responsible for the entire cost of a Hearing Officer.

31.5 Time Limits

Time limits are considered an integral and important part of the grievance procedure and may not be waived except by mutual written consent of the parties. In the event that a grievant fails to carry their grievance forward within a prescribed time period, the grievance shall be considered withdrawn. If the Town fails to respond with an answer to a grievant within the required time period, the grievance shall be deemed settled in favor of the employee.

**ARTICLE 32. Severability**

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section,

clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice. If the parties are unable to reach an agreement through the meet and confer process, the matter shall be resolved by advisory arbitration. The final decision shall be rendered by Town Council.

### **ARTICLE 33. Duration**

This Agreement is subject to all existing laws of the State of California, ordinances, and regulations of the Town of Mammoth Lakes. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. This Agreement terminates and supersedes those past practices, procedures, understandings, traditions, agreements, or rules and regulations inconsistent with any matters covered in this Agreement. The parties acknowledge that, for the life of this Agreement, each voluntarily and unqualifiedly waives its right to negotiate and agrees that the other party shall not be obligated to negotiate, with respect to any matter covered by this Agreement. The Town agrees that the provision of this Agreement shall not be changed, however, the Town and the Association may mutually agree to reopen this Agreement by meeting and conferring on any provision of the Agreement. Nothing contained herein shall preclude the parties from meeting and conferring on matters not covered by this Agreement, in the accordance with the Meyers-Milias-Brown Act.

This Agreement shall be in effect from July 1, 2025 through June 30, 2028.

**APPENDIX A – Salary Schedules**

**Mammoth Lakes Police Supervisory Association (MLPSA)  
 Salary Schedules – by Position**

FY 2025-26: Effective July 7, 2025 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	116,349	122,167	128,275	134,690	141,425		9,696	10,181	10,690	11,224	11,785		55.94	58.73	61.67	64.75	67.99

FY 2026-27: Effective July 2026 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	119,839	125,832	132,123	138,731	145,668		9,987	10,486	11,010	11,561	12,139		57.62	60.50	63.52	66.70	70.03

FY 2027-28: Effective July 2027 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	123,435	129,607	136,087	142,893	150,038		10,286	10,801	11,341	11,908	12,503		59.34	62.31	65.43	68.70	72.13



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

**Title:** Approve and adopt Resolution No. 25-XX establishing the fiscal year 2025-26, 2026-27, and 2027-28 compensation schedules for the Mammoth Lakes Police Supervisory Association (“MLPSA”).

**Council Meeting Date:** 7/2/2025

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

**Recommended Motion:** Approve the Resolution adopting the compensation schedules for the next three fiscal years for the Mammoth Lakes Police Supervisory Association.

**Summary:** Town Management has met and conferred in good faith with one of its recognized employee associations, the Mammoth Lakes Police Supervisory Association, and recent labor negotiations have seen a tentative agreement reached between the Town of Mammoth Lakes and the MLPSA. The attached compensation schedules reflect the agreed upon increases to compensation for all positions represented by the association for the entire term of the agreement.

**RESOLUTION NO. 25--XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, ESTABLISHING SALARIES FOR EMPLOYEES IN POSITIONS REPRESENTED BY RECOGNIZED BARGAINING UNIT, THE MAMMOTH LAKES POLICE SUPERVISORY ASSOCIATION**

**WHEREAS**, the Town of Mammoth Lakes (“Town”) recognizes the following bargaining unit: the Mammoth Lakes Police Supervisory Association (“MLPSA”); and

**WHEREAS**, the Town and the recognized bargaining unit have negotiated salary adjustments for the position(s) represented by the MLPSA; and

**WHEREAS**, the salary schedules provide information essential for required retirement reporting and other purposes; and

**WHEREAS**, the salary schedules for the bargaining unit are defined as provided in Appendix A and incorporated herein by and for reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES AS FOLLOWS:**

The attached compensation schedules for fiscal years 2025-26, 2026-27, and 2027-28 will be effective July 7, 2025.

**APPROVED AND ADOPTED THIS 2<sup>nd</sup> DAY OF JULY 2025.**

---

CHRIS BUBSER, Mayor

ATTEST:

---

JAMIE GRAY, Town Clerk

## APPENDIX A

### Mammoth Lakes Police Supervisory Association (MLPSA) Salary Schedules – by Position

FY 2025-26: Effective July 7, 2025 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	116,349	122,167	128,275	134,690	141,425		9,696	10,181	10,690	11,224	11,785		55.94	58.73	61.67	64.75	67.99

FY 2026-27: Effective July 2026 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	119,839	125,832	132,123	138,731	145,668		9,987	10,486	11,010	11,561	12,139		57.62	60.50	63.52	66.70	70.03

FY 2027-28: Effective July 2027 Rev. June 2025	Pay Range	Rate Type: Annual						Rate Type: Monthly						Rate Type: Hourly Base Rate of Pay				
		A	B	C	D	E		A	B	C	D	E		A	B	C	D	E
Police Sergeant	PS/1	123,435	129,607	136,087	142,893	150,038		10,286	10,801	11,341	11,908	12,503		59.34	62.31	65.43	68.70	72.13

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

**Title:** Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2004-1 (Fractional) Mello Roos District.

**Council Meeting Date:** 7/2/2025

**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 the Community Facilities District No. 2004-1 (Fractional) Mello Roos District for Fiscal Year 2025/26.

**Summary:** In 2005 the Town Council established Town of Mammoth Lakes Community Facilities District No. 2004-1 (Fractional) Mello Roos District. The district includes all fractional use developments within the Town, and the Town is authorized to levy a special tax upon these developments. The special tax is levied upon the property owners that annex into the district to fund authorized services and capital projects.

The special tax, if levied as recommended, is anticipated to generate \$200,005.00 in revenue that can be used for services such as parks maintenance and recreation. This is not a General Fund Tax, but a Mello Roos Tax. It is restricted to certain programs or services that were not in existence prior to formation of the Mello Roos District. This will continue funding what has been in place for multiple years and will continue to partially fund parks maintenance staff and ice rink operations. The annual levy, if approved by Council, will continue to be levied in the future.

The Mello Roos tax along with multi-use facilities revenues are programmed to fund multi-use facility operations.

## **RESOLUTION NO. 25-**

### **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. 2004-01 FOR FISCAL YEAR 2025/26**

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. 2004-01 (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 for the costs of certain facilities, services, and to authorize the issuance of bonds secured by the special taxes under the Act; 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 2025/26.

**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 2025/26 is \$200,005.00 and hereby levies the special taxes for Fiscal Year 2025/26 at the rate of \$85.39 per week, or portion of week, of right of use or occupancy in a fractional unit. The rate of the special tax to be collected to pay for the costs and expenses for Fiscal Year 2025/26 for the Community Facilities District is hereby determined and established in the table on the next page.

<b>Type of Property</b>	<b>Weeks Owned</b>	<b>2025/26 Special Tax Rate</b>
Fractional-Use Unit with 0 Lock Off	7 Weeks	\$597.79
Fractional Use Unit with 1 Lock Off	7 Weeks	1,195.59
Fractional-Use Unit with 0 Lock Off	9 Weeks	768.59

A detailed list of the special tax levied against each parcel subject to the special tax is set forth in Exhibit A hereto, which is approved by the Town Council and incorporated herein by 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 2025/26 and the amount of the special tax to be levied on each such parcel for Fiscal Year 2025/26.

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 2025/26 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 2025/26 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 2nd day of July, 2025.**

---

CHRIS BUBSER, Mayor

ATTEST:

---

JAMIE GRAY, Town Clerk

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-112-501	\$597.79	(\$0.01)	\$597.78
033-045-112-502	597.79	(0.01)	597.78
033-045-112-503	597.79	(0.01)	597.78
033-045-112-504	597.79	(0.01)	597.78
033-045-112-505	597.79	(0.01)	597.78
033-045-112-506	597.79	(0.01)	597.78
033-045-112-507	597.79	(0.01)	597.78
033-045-112-508	597.79	(0.01)	597.78
033-045-114-501	1,195.58	0.00	1,195.58
033-045-114-502	1,195.58	0.00	1,195.58
033-045-114-503	1,195.58	0.00	1,195.58
033-045-114-504	1,195.58	0.00	1,195.58
033-045-114-505	1,195.58	0.00	1,195.58
033-045-114-506	1,195.58	0.00	1,195.58
033-045-114-507	1,195.58	0.00	1,195.58
033-045-114-508	1,195.58	0.00	1,195.58
033-045-121-501	597.79	(0.01)	597.78
033-045-121-502	597.79	(0.01)	597.78
033-045-121-503	597.79	(0.01)	597.78
033-045-121-504	597.79	(0.01)	597.78
033-045-121-505	597.79	(0.01)	597.78
033-045-121-506	597.79	(0.01)	597.78
033-045-121-507	597.79	(0.01)	597.78
033-045-121-508	597.79	(0.01)	597.78
033-045-122-501	597.79	(0.01)	597.78
033-045-122-502	597.79	(0.01)	597.78
033-045-122-503	597.79	(0.01)	597.78
033-045-122-504	597.79	(0.01)	597.78
033-045-122-505	597.79	(0.01)	597.78
033-045-122-506	597.79	(0.01)	597.78
033-045-122-507	597.79	(0.01)	597.78
033-045-122-508	597.79	(0.01)	597.78
033-045-123-501	597.79	(0.01)	597.78
033-045-123-502	597.79	(0.01)	597.78
033-045-123-503	597.79	(0.01)	597.78
033-045-123-504	597.79	(0.01)	597.78
033-045-123-505	597.79	(0.01)	597.78
033-045-123-506	597.79	(0.01)	597.78
033-045-123-507	597.79	(0.01)	597.78
033-045-123-508	597.79	(0.01)	597.78

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-124-501	597.79	(0.01)	597.78
033-045-124-502	597.79	(0.01)	597.78
033-045-124-503	597.79	(0.01)	597.78
033-045-124-504	597.79	(0.01)	597.78
033-045-124-505	597.79	(0.01)	597.78
033-045-124-506	597.79	(0.01)	597.78
033-045-124-507	597.79	(0.01)	597.78
033-045-124-508	597.79	(0.01)	597.78
033-045-211-501	597.79	(0.01)	597.78
033-045-211-502	597.79	(0.01)	597.78
033-045-211-503	597.79	(0.01)	597.78
033-045-211-504	597.79	(0.01)	597.78
033-045-211-505	597.79	(0.01)	597.78
033-045-211-506	597.79	(0.01)	597.78
033-045-211-507	597.79	(0.01)	597.78
033-045-211-508	597.79	(0.01)	597.78
033-045-212-501	597.79	(0.01)	597.78
033-045-212-502	597.79	(0.01)	597.78
033-045-212-503	597.79	(0.01)	597.78
033-045-212-504	597.79	(0.01)	597.78
033-045-212-505	597.79	(0.01)	597.78
033-045-212-506	597.79	(0.01)	597.78
033-045-212-507	597.79	(0.01)	597.78
033-045-212-508	597.79	(0.01)	597.78
033-045-213-501	597.79	(0.01)	597.78
033-045-213-502	597.79	(0.01)	597.78
033-045-213-503	597.79	(0.01)	597.78
033-045-213-504	597.79	(0.01)	597.78
033-045-213-505	597.79	(0.01)	597.78
033-045-213-506	597.79	(0.01)	597.78
033-045-213-507	597.79	(0.01)	597.78
033-045-213-508	597.79	(0.01)	597.78
033-045-214-501	597.79	(0.01)	597.78
033-045-214-502	597.79	(0.01)	597.78
033-045-214-503	597.79	(0.01)	597.78
033-045-214-504	597.79	(0.01)	597.78
033-045-214-505	597.79	(0.01)	597.78
033-045-214-506	597.79	(0.01)	597.78
033-045-214-507	597.79	(0.01)	597.78
033-045-214-508	597.79	(0.01)	597.78



Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-215-501	597.79	(0.01)	597.78
033-045-215-502	597.79	(0.01)	597.78
033-045-215-503	597.79	(0.01)	597.78
033-045-215-504	597.79	(0.01)	597.78
033-045-215-505	597.79	(0.01)	597.78
033-045-215-506	597.79	(0.01)	597.78
033-045-215-507	597.79	(0.01)	597.78
033-045-215-508	597.79	(0.01)	597.78
033-045-216-501	597.79	(0.01)	597.78
033-045-216-502	597.79	(0.01)	597.78
033-045-216-503	597.79	(0.01)	597.78
033-045-216-504	597.79	(0.01)	597.78
033-045-216-505	597.79	(0.01)	597.78
033-045-216-506	597.79	(0.01)	597.78
033-045-216-507	597.79	(0.01)	597.78
033-045-216-508	597.79	(0.01)	597.78
033-045-217-501	597.79	(0.01)	597.78
033-045-217-502	597.79	(0.01)	597.78
033-045-217-503	597.79	(0.01)	597.78
033-045-217-504	597.79	(0.01)	597.78
033-045-217-505	597.79	(0.01)	597.78
033-045-217-506	597.79	(0.01)	597.78
033-045-217-507	597.79	(0.01)	597.78
033-045-217-508	597.79	(0.01)	597.78
033-045-218-501	597.79	(0.01)	597.78
033-045-218-502	597.79	(0.01)	597.78
033-045-218-503	597.79	(0.01)	597.78
033-045-218-504	597.79	(0.01)	597.78
033-045-218-505	597.79	(0.01)	597.78
033-045-218-506	597.79	(0.01)	597.78
033-045-218-507	597.79	(0.01)	597.78
033-045-218-508	597.79	(0.01)	597.78
033-045-221-501	597.79	(0.01)	597.78
033-045-221-502	597.79	(0.01)	597.78
033-045-221-503	597.79	(0.01)	597.78
033-045-221-504	597.79	(0.01)	597.78
033-045-221-505	597.79	(0.01)	597.78
033-045-221-506	597.79	(0.01)	597.78
033-045-221-507	597.79	(0.01)	597.78
033-045-221-508	597.79	(0.01)	597.78

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-222-501	597.79	(0.01)	597.78
033-045-222-502	597.79	(0.01)	597.78
033-045-222-503	597.79	(0.01)	597.78
033-045-222-504	597.79	(0.01)	597.78
033-045-222-505	597.79	(0.01)	597.78
033-045-222-506	597.79	(0.01)	597.78
033-045-222-507	597.79	(0.01)	597.78
033-045-222-508	597.79	(0.01)	597.78
033-045-223-501	597.79	(0.01)	597.78
033-045-223-502	597.79	(0.01)	597.78
033-045-223-503	597.79	(0.01)	597.78
033-045-223-504	597.79	(0.01)	597.78
033-045-223-505	597.79	(0.01)	597.78
033-045-223-506	597.79	(0.01)	597.78
033-045-223-507	597.79	(0.01)	597.78
033-045-223-508	597.79	(0.01)	597.78
033-045-224-501	597.79	(0.01)	597.78
033-045-224-502	597.79	(0.01)	597.78
033-045-224-503	597.79	(0.01)	597.78
033-045-224-504	597.79	(0.01)	597.78
033-045-224-505	597.79	(0.01)	597.78
033-045-224-506	597.79	(0.01)	597.78
033-045-224-507	597.79	(0.01)	597.78
033-045-224-508	597.79	(0.01)	597.78
033-045-311-501	1,195.58	0.00	1,195.58
033-045-311-502	1,195.58	0.00	1,195.58
033-045-311-503	1,195.58	0.00	1,195.58
033-045-311-504	1,195.58	0.00	1,195.58
033-045-311-505	1,195.58	0.00	1,195.58
033-045-311-506	1,195.58	0.00	1,195.58
033-045-311-507	1,195.58	0.00	1,195.58
033-045-311-508	1,195.58	0.00	1,195.58
033-045-314-501	1,195.58	0.00	1,195.58
033-045-314-502	1,195.58	0.00	1,195.58
033-045-314-503	1,195.58	0.00	1,195.58
033-045-314-504	1,195.58	0.00	1,195.58
033-045-314-505	1,195.58	0.00	1,195.58
033-045-314-506	1,195.58	0.00	1,195.58
033-045-314-507	1,195.58	0.00	1,195.58
033-045-314-508	1,195.58	0.00	1,195.58

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-315-501	1,195.58	0.00	1,195.58
033-045-315-502	1,195.58	0.00	1,195.58
033-045-315-503	1,195.58	0.00	1,195.58
033-045-315-504	1,195.58	0.00	1,195.58
033-045-315-505	1,195.58	0.00	1,195.58
033-045-315-506	1,195.58	0.00	1,195.58
033-045-315-507	1,195.58	0.00	1,195.58
033-045-315-508	1,195.58	0.00	1,195.58
033-045-318-501	1,195.58	0.00	1,195.58
033-045-318-502	1,195.58	0.00	1,195.58
033-045-318-503	1,195.58	0.00	1,195.58
033-045-318-504	1,195.58	0.00	1,195.58
033-045-318-505	1,195.58	0.00	1,195.58
033-045-318-506	1,195.58	0.00	1,195.58
033-045-318-507	1,195.58	0.00	1,195.58
033-045-318-508	1,195.58	0.00	1,195.58
033-045-321-501	597.79	(0.01)	597.78
033-045-321-502	597.79	(0.01)	597.78
033-045-321-503	597.79	(0.01)	597.78
033-045-321-504	597.79	(0.01)	597.78
033-045-321-505	597.79	(0.01)	597.78
033-045-321-506	597.79	(0.01)	597.78
033-045-321-507	597.79	(0.01)	597.78
033-045-321-508	597.79	(0.01)	597.78
033-045-322-501	597.79	(0.01)	597.78
033-045-322-502	597.79	(0.01)	597.78
033-045-322-503	597.79	(0.01)	597.78
033-045-322-504	597.79	(0.01)	597.78
033-045-322-505	597.79	(0.01)	597.78
033-045-322-506	597.79	(0.01)	597.78
033-045-322-507	597.79	(0.01)	597.78
033-045-322-508	597.79	(0.01)	597.78
033-045-411-501	1,195.58	0.00	1,195.58
033-045-411-502	1,195.58	0.00	1,195.58
033-045-411-503	1,195.58	0.00	1,195.58
033-045-411-504	1,195.58	0.00	1,195.58
033-045-411-505	1,195.58	0.00	1,195.58
033-045-411-506	1,195.58	0.00	1,195.58
033-045-411-507	1,195.58	0.00	1,195.58
033-045-411-508	1,195.58	0.00	1,195.58

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-045-414-501	1,195.58	0.00	1,195.58
033-045-414-502	1,195.58	0.00	1,195.58
033-045-414-503	1,195.58	0.00	1,195.58
033-045-414-504	1,195.58	0.00	1,195.58
033-045-414-505	1,195.58	0.00	1,195.58
033-045-414-506	1,195.58	0.00	1,195.58
033-045-414-507	1,195.58	0.00	1,195.58
033-045-414-508	1,195.58	0.00	1,195.58
033-045-415-501	1,195.58	0.00	1,195.58
033-045-415-502	1,195.58	0.00	1,195.58
033-045-415-503	1,195.58	0.00	1,195.58
033-045-415-504	1,195.58	0.00	1,195.58
033-045-415-505	1,195.58	0.00	1,195.58
033-045-415-506	1,195.58	0.00	1,195.58
033-045-415-507	1,195.58	0.00	1,195.58
033-045-415-508	1,195.58	0.00	1,195.58
033-045-418-501	1,195.58	0.00	1,195.58
033-045-418-502	1,195.58	0.00	1,195.58
033-045-418-503	1,195.58	0.00	1,195.58
033-045-418-504	1,195.58	0.00	1,195.58
033-045-418-505	1,195.58	0.00	1,195.58
033-045-418-506	1,195.58	0.00	1,195.58
033-045-418-507	1,195.58	0.00	1,195.58
033-045-418-508	1,195.58	0.00	1,195.58
033-370-001-501	768.59	(0.01)	768.58
033-370-001-502	768.59	(0.01)	768.58
033-370-001-503	768.59	(0.01)	768.58
033-370-001-504	768.59	(0.01)	768.58
033-370-001-505	768.59	(0.01)	768.58
033-370-001-506	768.59	(0.01)	768.58
033-370-002-501	768.59	(0.01)	768.58
033-370-002-502	768.59	(0.01)	768.58
033-370-002-503	768.59	(0.01)	768.58
033-370-002-504	768.59	(0.01)	768.58
033-370-002-505	768.59	(0.01)	768.58
033-370-002-506	768.59	(0.01)	768.58
033-370-004-501	768.59	(0.01)	768.58
033-370-004-502	768.59	(0.01)	768.58
033-370-004-503	768.59	(0.01)	768.58
033-370-004-504	768.59	(0.01)	768.58

Exhibit A  
**Fiscal Year 2025/26 Special Tax Roll**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01**

<b>APN</b>	<b>Estimated Special Tax Levy Amount</b>	<b>Rounding</b>	<b>Total Special Tax Levy Amount</b>
033-370-004-505	768.59	(0.01)	768.58
033-370-004-506	768.59	(0.01)	768.58
033-370-005-501	768.59	(0.01)	768.58
033-370-005-502	768.59	(0.01)	768.58
033-370-005-503	768.59	(0.01)	768.58
033-370-005-504	768.59	(0.01)	768.58
033-370-005-505	768.59	(0.01)	768.58
033-370-005-506	768.59	(0.01)	768.58
033-370-007-501	768.59	(0.01)	768.58
033-370-007-502	768.59	(0.01)	768.58
033-370-007-503	768.59	(0.01)	768.58
033-370-007-504	768.59	(0.01)	768.58
033-370-007-505	768.59	(0.01)	768.58
033-370-007-506	768.59	(0.01)	768.58
<b>254 Parcels</b>	<b>\$200,003.54</b>	<b>(\$1.82)</b>	<b>\$200,001.72</b>

**Town of Mammoth Lakes**  
**Community Facilities District No. 2004-01 (Fractional Use)**  
**Fiscal Year 2025/26 Cost Recovery Analysis**

Description	2025/26 Amount	2024/25 Amount	Increase/(Decrease)
Net Funds Generated for Municipal Services <sup>(1)</sup>	\$194,877.29	\$195,065.05	(\$187.76)
<i>Subtotal</i>	\$194,877.29	\$195,065.05	(\$187.76)
Agency administrative costs	\$500.00	\$500.00	\$0.00
Trustee/Paying Agent costs	0.00	0.00	0.00
Administration costs	4,319.45	4,197.75	121.70
Administration expenses	88.60	89.00	(0.40)
County collection fees <sup>(2)</sup>	0.00	0.00	0.00
<i>Subtotal</i>	\$4,908.05	\$4,786.75	\$121.30
Delinquency management charges - District Wide	219.66	\$153.20	\$66.46
Manual Adjustments	0.00	0.00	0.00
Rounding adjustments	0.00	(3.28)	3.28
<i>Subtotal</i>	\$219.66	\$149.92	\$69.74
<b>Total Annual Levy</b>	<b>\$200,005.00</b>	<b>\$200,001.72</b>	<b>\$3.28</b>
<b>Maximum Special Tax</b>	<b>\$304,436.58</b>	<b>\$294,693.86</b>	<b>\$9,742.72</b>
Parcels levied	254	254	0

**Footnotes:**

- (1) Total Annual Levy may not exceed the Maximum Special Tax of \$304,436.58 for Fiscal Year 2025/26.  
(2) Mono County does not charge to place special taxes on the tax roll.

**Approval**

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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

**Title:** Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2005-1 (In Lieu DIF) for Fiscal Year 2025/26.

**Council Meeting Date:** 7/2/2025

**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 the Community Facilities District No. 2005-1 (In Lieu DIF) for Fiscal Year 2025/26.

**Summary:** In 2008, the Town Council established Town of Mammoth Lakes Community Facilities District No. 2005-1. The District permits a property owner to avoid paying a portion of the Development Impact Fees and instead annex into the District and pay an annual special tax. The Town is authorized to levy a special tax upon these property owners that annex into the District and the special tax will fund authorized services and capital projects.

The resolution before the Council imposes the District's Maximum Facilities Special Tax and the Maximum Services Special Tax at the authorized adjusted rate for Fiscal Year 2025/26. It also finds that there are authorized services and authorized facilities to be funded from the tax proceeds for the fiscal year. Amounts to be collected on the County tax bill must be submitted to the County by the beginning of August. The primary expenses are for administering the District and a funding contribution to capital projects listed on the Capital Improvement Program.

The special tax, if levied as recommended, is anticipated to generate \$2,954.52 in revenue for fiscal year 2025/26. Future annexations added into the In Lieu District by future development provides an option for a developer to defer certain Development Impact Fees and 'pass it on' to future property owners, thereby reducing the cost to a developer.

## **RESOLUTION NO. 25-**

### **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. 2005-01 FOR FISCAL YEAR 2025/26**

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. 2005-01 (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 for the costs of certain facilities, services, and to authorize the issuance of bonds secured by the special taxes under the Act; 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 2025/26.

**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 2025/25/26 is \$2,954.52 and hereby levies the special taxes for Fiscal Year 2025/26 at the rate and by land use listed on Table A. 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 to direct and file with the Mono County Auditor-Controller, a certified list of all parcels subject to the Special Tax levy in Fiscal Year 2025/26 and the amount of the special tax to be levied on each such parcel for Fiscal Year 2025/26.

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 2025/26 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 2025/26 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 2<sup>nd</sup> day of July , 2025.**

---

CHRIS BUBSER, Mayor

ATTEST:

---

JAMIE GRAY, Town Clerk

Exhibit A  
Fiscal Year 2025/26 Special Tax Roll  
Town of Mammoth Lakes  
Community Facilities District No. 2005-01

APN	Special Tax Classification	Facilities Special Tax	Services Special Tax	Estimated Total Special Tax Levy Amount
033-147-010-000	SFR Non-Transient >3,000 sf	\$2,416.59	\$537.93	\$2,954.52

Table A  
**Fiscal Year 2025/26**  
**Town of Mammoth Lakes**  
**Community Facilities District No. 2005-01**

**Maximum Facilities Special Tax**

Special Tax Classification	Building Square Footage	Number of Bedrooms	Maximum Special Tax
Single Family Non-Transient Property	>3,000 sf	N/A	\$2,416.59
Single Family Non-Transient Property	1,500 - 3,000 sf	N/A	\$1,622.48
Single Family Non-Transient Property	<1,500 sf	N/A	\$829.81
Single Family Transient Property	N/A	N/A	\$3,270.57
Multi-Unit Non-Transient Property	N/A	>=2	\$1,409.67
Multi-Unit Non-Transient Property	N/A	<2	\$722.69
Multi-Unit Transient Property	N/A	>=2	\$2,110.35
Multi-Unit Transient Property	N/A	<2	\$1,074.27
Mobile Home Property	N/A	N/A	\$1,751.02
Commercial/Office Property (sq ft)	N/A	N/A	\$2.03
Industrial Property (sq ft)	N/A	N/A	\$0.87

**Maximum Services Special Tax**

Special Tax Classification	Building Square Footage	Number of Bedrooms	Maximum Special Tax
Single Family Non-Transient Property	>3,000 sf	N/A	\$537.93
Single Family Non-Transient Property	1,500 - 3,000 sf	N/A	\$361.27
Single Family Non-Transient Property	<1,500 sf	N/A	\$184.61
Single Family Transient Property	N/A	N/A	\$654.11
Multi-Unit Non-Transient Property	N/A	>=2	\$313.52
Multi-Unit Non-Transient Property	N/A	<2	\$160.74
Multi-Unit Transient Property	N/A	>=2	\$421.75
Multi-Unit Transient Property	N/A	<2	\$214.85
Mobile Home Property	N/A	N/A	\$389.92
Commercial/Office Property (sq ft)	N/A	N/A	\$0.41
Industrial Property (sq ft)	N/A	N/A	\$0.17

**Town of Mammoth Lakes**  
**Community Facilities District No. 2005-01 (In Lieu DIF)**  
**Fiscal Year 2025/26 Cost Recovery Analysis**

Description	2025/26 Amount	2024/25 Amount	Increase/(Decrease)
Facilities and Services Costs <sup>(1)</sup>	<u>\$1,183.14</u>	<u>\$1,166.49</u>	<u>\$16.65</u>
<i>Subtotal</i>	\$1,183.14	\$1,166.49	\$16.65
Agency administrative costs	\$500.00	\$500.00	\$0.00
Trustee/Paying Agent costs	0.00	0.00	0.00
Administration costs	1,182.78	1,149.46	33.32
Administration expenses	88.60	74.00	14.60
County collection fees <sup>(2)</sup>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$1,771.38	\$1,723.46	\$47.92
Del. management charges - District Wide	\$0.00	\$0.00	\$0.00
Manual Adjustments	0.00	0.00	0.00
Rounding adjustments	<u>0.00</u>	<u>(0.01)</u>	<u>0.01</u>
<i>Subtotal</i>	\$0.00	(\$0.01)	\$0.01
<b>Total Annual Levy</b>	<b>\$2,954.52</b>	<b>\$2,889.94</b>	<b>\$64.58</b>
<b>Maximum Special Tax</b>	<b>\$2,954.52</b>	<b>\$2,889.95</b>	<b>\$64.57</b>
Parcels levied	1	1	0

**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.

***Approval***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **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 2025/26.

**Council Meeting Date:** 7/2/2025

**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 2025/26.

**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 2025/26 fiscal year is \$218.66 per dwelling unit or transient rental room. The total special tax requirement for the district is \$38,484.46.

## **RESOLUTION NO. 25-**

### **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 2025/26**

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 2025/26.

**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 2025/26 is \$38,484.46 and hereby levies the special tax for Fiscal Year 2025/26 at the rate of \$218.66 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 2025/26 and the amount of the special tax to be levied on each such parcel for Fiscal Year 2025/26.

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 2025/26 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 2025/26 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 2<sup>nd</sup> day of July, 2025.**

---

CHRIS BUBSER, Mayor

ATTEST:

---

JAMIE GRAY, Town Clerk

Exhibit A  
**Fiscal Year 2025/26 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	\$218.66	\$0.00	\$218.66
031-080-060-000	218.66	0.00	218.66
031-080-061-000	218.66	0.00	218.66
031-080-074-000	218.66	0.00	218.66
031-080-075-000	218.66	0.00	218.66
031-112-001-000	218.66	0.00	218.66
031-112-002-000	218.66	0.00	218.66
031-112-003-000	218.66	0.00	218.66
031-112-004-000	218.66	0.00	218.66
031-112-005-000	218.66	0.00	218.66
031-112-006-000	218.66	0.00	218.66
031-197-001-000	218.66	0.00	218.66
031-197-002-000	218.66	0.00	218.66
031-197-003-000	218.66	0.00	218.66
031-197-004-000	218.66	0.00	218.66
031-197-005-000	218.66	0.00	218.66
031-197-006-000	218.66	0.00	218.66
031-197-007-000	218.66	0.00	218.66
031-197-008-000	218.66	0.00	218.66
031-197-009-000	218.66	0.00	218.66
031-197-010-000	218.66	0.00	218.66
031-197-011-000	218.66	0.00	218.66
031-197-012-000	218.66	0.00	218.66
031-197-013-000	218.66	0.00	218.66
031-197-014-000	218.66	0.00	218.66
031-197-015-000	218.66	0.00	218.66
031-197-016-000	218.66	0.00	218.66
031-260-009-000	218.66	0.00	218.66
031-260-010-000	218.66	0.00	218.66
031-260-012-000	218.66	0.00	218.66
033-370-004-501	218.66	0.00	218.66
033-370-004-502	218.66	0.00	218.66
033-370-004-503	218.66	0.00	218.66
033-370-004-504	218.66	0.00	218.66
033-370-004-505	218.66	0.00	218.66
033-370-004-506	218.66	0.00	218.66
033-370-007-501	218.66	0.00	218.66
033-370-007-502	218.66	0.00	218.66
033-370-007-503	218.66	0.00	218.66
033-370-007-504	218.66	0.00	218.66



Exhibit A  
**Fiscal Year 2025/26 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>
033-370-007-505	218.66	0.00	218.66
033-370-007-506	218.66	0.00	218.66
033-370-022-000	218.66	0.00	218.66
033-370-023-000	218.66	0.00	218.66
033-370-028-000	874.64	0.00	874.64
033-370-029-000	218.66	0.00	218.66
033-370-030-000	218.66	0.00	218.66
033-371-001-000	218.66	0.00	218.66
033-371-002-000	218.66	0.00	218.66
033-371-003-000	218.66	0.00	218.66
033-371-004-000	218.66	0.00	218.66
033-371-005-000	218.66	0.00	218.66
033-371-006-000	218.66	0.00	218.66
033-371-007-000	218.66	0.00	218.66
033-371-008-000	218.66	0.00	218.66
033-371-009-000	218.66	0.00	218.66
033-371-010-000	218.66	0.00	218.66
033-371-011-000	218.66	0.00	218.66
033-371-012-000	218.66	0.00	218.66
033-371-013-000	218.66	0.00	218.66
033-371-014-000	218.66	0.00	218.66
033-371-015-000	218.66	0.00	218.66
033-371-016-000	218.66	0.00	218.66
033-371-017-000	218.66	0.00	218.66
033-371-018-000	218.66	0.00	218.66
033-371-019-000	218.66	0.00	218.66
033-371-020-000	218.66	0.00	218.66
033-410-002-000	218.66	0.00	218.66
033-410-003-000	218.66	0.00	218.66
033-410-004-000	218.66	0.00	218.66
033-410-005-000	218.66	0.00	218.66
033-410-006-000	218.66	0.00	218.66
033-410-007-000	218.66	0.00	218.66
033-410-008-000	218.66	0.00	218.66
033-420-001-000	218.66	0.00	218.66
033-420-002-000	218.66	0.00	218.66
033-420-003-000	218.66	0.00	218.66
033-420-004-000	218.66	0.00	218.66
033-420-005-000	218.66	0.00	218.66
033-420-006-000	218.66	0.00	218.66

Exhibit A  
**Fiscal Year 2025/26 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>
033-420-007-000	218.66	0.00	218.66
033-420-008-000	218.66	0.00	218.66
033-420-009-000	218.66	0.00	218.66
033-420-010-000	218.66	0.00	218.66
033-420-011-000	218.66	0.00	218.66
033-421-001-000	218.66	0.00	218.66
033-421-002-000	218.66	0.00	218.66
033-421-003-000	218.66	0.00	218.66
033-421-004-000	218.66	0.00	218.66
033-421-005-000	218.66	0.00	218.66
033-421-006-000	218.66	0.00	218.66
033-421-007-000	218.66	0.00	218.66
033-421-008-000	218.66	0.00	218.66
033-421-009-000	218.66	0.00	218.66
033-421-010-000	218.66	0.00	218.66
033-421-011-000	218.66	0.00	218.66
033-421-012-000	218.66	0.00	218.66
033-421-013-000	218.66	0.00	218.66
033-421-014-000	218.66	0.00	218.66
033-421-015-000	218.66	0.00	218.66
033-421-016-000	218.66	0.00	218.66
033-421-017-000	218.66	0.00	218.66
033-421-018-000	218.66	0.00	218.66
033-421-019-000	218.66	0.00	218.66
033-421-020-000	218.66	0.00	218.66
033-421-021-000	218.66	0.00	218.66
033-421-022-000	218.66	0.00	218.66
033-421-023-000	218.66	0.00	218.66
033-421-024-000	218.66	0.00	218.66
033-421-025-000	218.66	0.00	218.66
033-421-027-000	218.66	0.00	218.66
033-421-028-000	218.66	0.00	218.66
033-421-029-000	218.66	0.00	218.66
033-421-031-000	218.66	0.00	218.66
033-421-032-000	218.66	0.00	218.66
033-421-034-000	437.32	0.00	437.32
033-421-035-000	437.32	0.00	437.32
033-430-004-000	218.66	0.00	218.66
033-430-005-000	218.66	0.00	218.66
033-430-006-000	218.66	0.00	218.66

Exhibit A  
**Fiscal Year 2025/26 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>
033-430-007-000	218.66	0.00	218.66
033-430-008-000	218.66	0.00	218.66
033-430-009-000	218.66	0.00	218.66
033-430-010-000	218.66	0.00	218.66
033-430-011-000	218.66	0.00	218.66
033-430-012-000	218.66	0.00	218.66
033-430-013-000	218.66	0.00	218.66
033-430-014-000	218.66	0.00	218.66
033-430-015-000	218.66	0.00	218.66
033-430-016-000	218.66	0.00	218.66
033-430-017-000	218.66	0.00	218.66
033-430-018-000	218.66	0.00	218.66
033-430-019-000	218.66	0.00	218.66
033-430-020-000	218.66	0.00	218.66
033-430-021-000	218.66	0.00	218.66
033-430-022-000	218.66	0.00	218.66
033-430-023-000	218.66	0.00	218.66
033-430-024-000	218.66	0.00	218.66
033-430-025-000	218.66	0.00	218.66
033-430-026-000	218.66	0.00	218.66
033-430-027-000	218.66	0.00	218.66
033-430-028-000	218.66	0.00	218.66
033-430-029-000	218.66	0.00	218.66
033-430-030-000	218.66	0.00	218.66
033-430-031-000	218.66	0.00	218.66
033-430-032-000	218.66	0.00	218.66
033-430-033-000	218.66	0.00	218.66
035-170-025-501	218.66	0.00	218.66
035-170-025-502	218.66	0.00	218.66
035-170-025-503	218.66	0.00	218.66
035-170-025-504	218.66	0.00	218.66
035-170-025-505	218.66	0.00	218.66
035-170-025-506	218.66	0.00	218.66
035-170-025-507	218.66	0.00	218.66
035-170-025-508	218.66	0.00	218.66
035-170-025-509	218.66	0.00	218.66
035-170-025-510	218.66	0.00	218.66
035-170-025-511	218.66	0.00	218.66
035-170-025-512	218.66	0.00	218.66
035-281-001-000	218.66	0.00	218.66

Exhibit A  
**Fiscal Year 2025/26 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>
035-281-002-000	218.66	0.00	218.66
035-281-003-000	218.66	0.00	218.66
035-281-004-000	218.66	0.00	218.66
035-281-005-000	218.66	0.00	218.66
035-281-006-000	218.66	0.00	218.66
035-281-007-000	218.66	0.00	218.66
035-281-008-000	218.66	0.00	218.66
035-281-009-000	218.66	0.00	218.66
035-281-010-000	218.66	0.00	218.66
035-281-011-000	218.66	0.00	218.66
035-281-012-000	218.66	0.00	218.66
<b>171 Parcels</b>	<b>\$38,484.16</b>	<b>\$0.00</b>	<b>\$38,484.16</b>

**Town of Mammoth Lakes**  
**Community Facilities District No. 2013-3 (Transit Services)**  
**Fiscal Year 2025/26 Cost Recovery Analysis**

Description	2025/26 Amount	2024/25 Amount	Increase/(Decrease)
Funds for Transit Services <sup>(1)</sup>	\$33,923.27	\$23,764.69	\$10,158.58
<i>Subtotal</i>	\$33,923.27	\$23,764.69	\$10,158.58
Agency administrative costs	\$500.00	\$500.00	\$0.00
Trustee/Paying Agent costs	0.00	0.00	0.00
Administration costs	3,941.21	3,762.10	179.11
Administration expenses	88.60	80.00	8.60
County collection fees <sup>(2)</sup>	0.00	0.00	0.00
<i>Subtotal</i>	\$4,529.81	\$4,342.10	\$187.71
Del. management charges - District Wide	\$31.38	\$46.28	(\$14.90)
Manual Adjustments	0.00	0.00	0.00
Rounding adjustments	0.00	(2.19)	2.19
<i>Subtotal</i>	\$31.38	\$44.09	(\$12.71)
<b>Total Annual Levy</b>	<b>\$38,484.46</b>	<b>\$28,150.88</b>	<b>\$10,333.58</b>
<b>Maximum Special Tax</b>	<b>\$38,484.46</b>	<b>\$28,153.07</b>	<b>\$10,331.39</b>
Parcels levied <sup>(3)</sup>	171	128	43

**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) 176 Dwelling Units levied for FY 2025/26.

***Approval***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Title:** Adopt the Resolution ordering the levy and collection of assessment within the Community Facilities District No. 2023-1 (Maintenance Services) for Fiscal year 2025/26.

**Council Meeting Date:** 7/2/2025

**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 the Community Facilities District No. 2023-1 (Maintenance Services) for Fiscal Year 2025/26.

**Summary:** In 2023, the Town Council established Town of Mammoth Lakes Community Facilities District No. 2023-1. The Town is authorized to levy special taxes to pay for the costs of plowing and removal of snow, and maintenance of curbs/sidewalks, landscapes and streetlights and related appurtenances, within or adjacent to the Community Facilities District.

A Notice of Intent was adopted by Town Council Resolution No. 23-09 on February 15, 2023. Properties are not subject to the tax until a building permit is issued. The resolution before the Council imposes the District's Maximum Special Tax at the authorized adjusted rate for Fiscal Year 2025/26. It also finds that there are authorized services to be funded from the tax proceeds for the fiscal year. Amounts to be collected on the County tax bill must be submitted to the County by the beginning of August. The primary expenses are for the above-mentioned services within the District and administering the District.

The Maintenance Services CFD No. 2023-1 tax rate for each qualified property beginning in the 2025/26 fiscal year is detailed in the resolution per dwelling unit size or transient rental room. The total special tax requirement for the district is \$49,294.48.

## **RESOLUTION NO. 25-**

### **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. 2023-1 (MAINTENANCE SERVICES) FOR FISCAL YEAR 2025/26**

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. 2023-1 (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 for the costs of plowing and removal of snow, and maintenance of curbs/sidewalks, landscapes and streetlights 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 2025/26.

**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 2025/26 is \$49,294.48 and hereby levies the special taxes for Fiscal Year 2025/26 at the rates determined and established in the table below.

<b>Land Use Category</b>	<b>2025/26 Special Tax Rate</b>
Condo-1BR	\$278.27
Condo-2BR	371.03
Condo-3BR	463.79
Condo-4BR	579.73
Condo-5BR	724.67
Hotel	278.27

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 to direct and file with the Mono County Auditor-Controller, a certified list of all parcels subject to the Special Tax levy in Fiscal Year 2025/26 and the amount of the special tax to be levied on each such parcel for Fiscal Year 2025/26.

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 2025/26 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 2025/26 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 2<sup>nd</sup> day of July , 2025.**

---

CHRIS BUBSER, Mayor

ATTEST:

---



JAMIE GRAY, Town Clerk

Exhibit A  
Fiscal Year 2025/26 Special Tax Roll  
Town of Mammoth Lakes  
Community Facilities District No. 2023-1

APN	Estimated Special Tax Levy Amount	Rounding	Total Special Tax Levy Amount
033-390-005-000	\$49,294.48	\$0.00	\$49,294.48

**Town of Mammoth Lakes**  
**Community Facilities District No. 2023-1 (Maintenance Services)**  
**Fiscal Year 2025/26 Cost Recovery Analysis**

Description	2025/26 Amount	2024/25 Amount	Increase/(Decrease)
Maintenance Services Costs <sup>(1)</sup>	<u>\$44,437.62</u>	<u>\$43,587.91</u>	<u>\$849.71</u>
<i>Subtotal</i>	\$44,437.62	\$43,587.91	\$849.71
Agency administrative costs	\$500.00	\$500.00	\$0.00
Trustee/Paying Agent costs	0.00	0.00	0.00
Administration costs	4,268.26	4,148.00	120.26
Administration expenses	88.60	92.00	(3.40)
County collection fees <sup>(2)</sup>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<i>Subtotal</i>	\$4,856.86	\$4,740.00	\$116.86
Del. management charges - District Wide	\$0.00	\$0.00	\$0.00
Manual Adjustments	0.00	0.00	0.00
Rounding adjustments	<u>0.00</u>	<u>(0.01)</u>	<u>0.01</u>
<i>Subtotal</i>	\$0.00	(\$0.01)	\$0.01
<b>Total Annual Levy</b>	<b>\$49,294.48</b>	<b>\$48,327.90</b>	<b>\$966.58</b>
<b>Maximum Special Tax</b>	<b>\$49,294.48</b>	<b>\$48,327.91</b>	<b>\$966.57</b>
Parcels levied	1	1	0

**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.

***Approval***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**Title:** Approve the Solid Waste Parcel Fee Agreement with Mono County for Fiscal Year 2025-2026 to allow the levy and collection by Mono County of Solid Waste Parcel Fees in the Town of Mammoth Lakes.

**Council Meeting Date:** 7/2/2025

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

**Recommended Motion:** Approve the Solid Waste Parcel Fee Agreement with Mono County for Fiscal Year 2025-2026 to allow the levy and collection by Mono County of Solid Waste Parcel Fees in the Town of Mammoth Lakes.

**Summary:** The collection of Mono County Solid Waste Parcel Fees in the Town of Mammoth Lakes has been approved by the Town since 1987. The fees are restricted in use to solid waste services and programs and are levied County-wide. For FY16-17 through FY20-21, a portion of the Fee was remitted back to the Town to support solid waste programs within the Town of Mammoth Lakes, most notably enhanced recycling efforts and meeting State diversion mandates. The sharing of the Fee was part of the flow agreement, which committed the Town to a minimum amount of solid waste to flow to the Benton Crossing Landfill. The flow agreement expired December 31, 2021 and Benton Crossing Landfill closed on December 31, 2022.

The Town portion of the Parcel Fee generates approximately \$425,000 in revenue each year. A portion of the Fees collected within Town will help to support the ongoing post-closure costs estimated at \$125,000 to \$150,000 per year for at least 30 years. Since the closure of Benton Crossing Landfill, Mono County has continued certain programs at the Pumice Valley Landfill previously provided at Benton Crossing (construction and demolition disposal and some recycling services). Over the past several years, the Town has reviewed its level of use for the Pumice Valley Landfill, the need to fund and implement increasing State mandates placed on the Town related to solid waste and recycling, and desire to continue and expand solid waste and recycling services to our residents to determine appropriate sharing of the Parcel Fee moving forward. The Town is utilizing Pumice Valley Landfill for some larger items and green waste and enjoys other limited benefits from the Landfill.

For FY21-22 and FY22-23, the County did not include any sharing of the Fee under the Parcel Fee collection agreement and the Fees were primarily directed to closure and post-closure costs for the Benton Crossing Landfill. For FY23-24, 40% of the Fee was remitted back to the Town from Mono County and in FY24-25, 50% of the fee will be remitted back to the Town. The proposed agreement for FY 25-26 will also include 50% of the Fee being remitted to the Town.

Allowing Mono County to collect the Fees from within the Town will allow the County to support post-closure costs for Benton Crossing Landfill and provide some support for Pumice Valley Landfill operations while having 50% of the fee remitted back to the Town will ensure funding is available to support our own solid waste programs and meet State mandates.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT A**

**SOLID WASTE FEE AGREEMENT  
WITH THE TOWN OF MAMMOTH LAKES  
FOR THE PERIOD OF JULY 1, 2025, THROUGH  
JUNE 30, 2026**

THIS AGREEMENT FOR COLLECTION OF SOLID WASTE FEES WITHIN THE TOWN OF MAMMOTH LAKES BY THE COUNTY OF MONO ("Agreement") is made and entered into by and between the County of Mono ("County") and the Town of Mammoth Lakes ("Town"):

**RECITALS**

**WHEREAS**, both the County and Town desire to provide solid waste services for their respective residents and businesses; and

**WHEREAS**, the County is authorized to provide solid waste disposal services pursuant to California Government Code Section 25830; and

**WHEREAS**, the Town is authorized to contract for solid waste disposal services pursuant to Public Resources Code, Section 49300; and

**WHEREAS**, the County presently maintains a Class III municipal solid waste disposal site at Benton Crossing which was closed on December 31, 2022 and is no longer available for use by residents and businesses of the Town or County; and

**WHEREAS**, the County has planned for and will carry out such actions which are necessary to close the Benton Crossing landfill in accordance with applicable law and regulation; and

**WHEREAS**, the County will continue to maintain a Class III construction and demolition waste disposal site at Pumice Valley Landfill which is available for use by residents and businesses of the Town; and,

**WHEREAS**, the County has in previous years, most recently by Resolution No. R24-67 adopted and imposed a fee schedule and program for solid waste disposal services provided to the residents and businesses of Mono County; and,

**WHEREAS**, the Town Council has previously agreed/consented to the imposition of such fees in the Town of Mammoth Lakes and is willing to continue to do so for the period set forth in this

1 agreement, based on the parties' mutual understanding that the County will by resolution or ordinance  
2 simply re-establish and extend the existing fees for the period of July 1, 2025, through June 30, 2026.  
3 Extension and re-establishment of the fees during the term of this agreement may include reductions  
4 to certain fees but will not impose new or increased fees that would be subject to Proposition 218.

5 **CONTRACT PROVISIONS**

6 **NOW THEREFORE, BE IT RESOLVED**, based upon the foregoing recitals, the parties to this  
7 Agreement hereto agree to the following:

- 8 1. The County agrees to continue to provide a class III construction and demolition waste disposal  
9 site at Pumice Valley Landfill (the "disposal site") for the use by residents and businesses of the  
10 Town and by those persons or entities franchised by the Town to provide disposal services to  
11 Town residents and businesses pursuant to Public Resources Code, Section 49300.
- 12 2. The County agrees that the disposal site shall meet all Federal, State, and local requirements,  
13 rules, and regulations, and that the County shall comply with the requirements of the California  
14 Government Code Section 25830.
- 15 3. The County agrees to continue to plan for and to commence implementation of closure of the  
16 Benton Crossing Landfill. This includes, but is not limited to, development of approved closure  
17 and post-closure plans, conducting all required environmental analysis and review, implementing  
18 and maintaining a long-term monitoring program at Benton Crossing Landfill and any other  
19 activity required by law or regulation to properly close the Landfill and provide for its long-term  
20 monitoring.
- 21 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,  
22 upon its residents and businesses a fee consistent with the schedule of fees adopted by the County  
23 in previous years, which may include a reduction of certain fees, pursuant to California  
24 Government Code, Section 25830 and in accordance with Public Resources Code, Section 49300.
- 25 5. The County agrees to assume primary responsibility for the collection of fees from Town residents  
26 and businesses through annual fees to be charged to identified lands within the incorporated limits  
27 of the Town, consistent with previous years.
- 28

6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance expenses, Known and Foreseeable Release Scenarios, and other environmental mandates associated with landfill activities.
7. The Town agrees to use its best efforts to cooperate with the County regarding the collection of the above-referenced fees from its residents and businesses.
8. Both the Town and the County agree that the County shall be responsible for the closure of its Benton Crossing Landfill and the provision of the disposal site for construction and demolition waste throughout the term of this Agreement, including, but not limited to: environmental monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all site operations.
9. The County and the Town agree that financing waste collection, processing, and disposal services to meet state mandates related to recycling and diversion of materials from landfills, provide for household hazardous waste collection, and support related services provided to Town and County residents by the Town of Mammoth Lakes assists the County in meeting solid waste services requirements. To support these services provided by the Town, the County agrees to remit forty percent (50%) of the fees collected in the Town of Mammoth Lakes to the Town. The remittance of the fees will be made based on the actual amounts collected by the County for Fiscal Year 25-26 and remitted to the Town within sixty (60) days of the close of the fiscal year.
10. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and indemnify the Town, its officers, agents, and employees from and against all suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or liability of any nature whatsoever arising by reason of, or incident to, the adoption and implementation of the solid waste disposal program as defined and outlined in this Agreement, including, but not limited to, any and all claims with respect to Proposition 13 and Proposition 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold harmless, and indemnify the Town, its officers, agents, and employees from and against any suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees) damages or liability of any nature whatsoever arising by reason of, or incident to, any



1 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted  
2 by the voters in November of 1996.

3 11. Both parties agree and understand that the County intends to annually re-establish and extend the  
4 fee schedule previously imposed by Resolution No. R24-67, prior to July 1 of each year, without  
5 any increases, and intends to seek agreement from the Town for the re-establishment and  
6 extension of the fees within the Town limits, consistent with the requirements of Government  
7 Code Section 25830.

8 12. Both parties agree that fees may be established, billed, and collected on a monthly or annual basis,  
9 and may be billed and collected by the County Tax Collector as part of the regular County  
10 property tax billing system.

11 13. Both parties agree that this Agreement shall become effective upon execution by both the Town  
12 and the County.

13 14. The term of this Agreement shall be from July 1, 2025, through June 30, 2026.

14 15. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to use  
15 all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes and/or  
16 the County for its legal and reimbursement fees, with the caveat that should the County decide to  
17 mount a legal defense in response to a challenge of such fees, that the Town will become a partner  
18 in that defense and will be able to influence and terminate its involvement in the defense.  
19 Mammoth Lakes agrees to use all legal means available to require its franchisee to continue to  
20 use the County's disposal site until such additional gate fees needed to cover the added financial  
21 obligation to the Town and/or County are satisfied, not to exceed five years from the date of the  
22 challenge(s), or some other mutually agreeable number of years.

23 16. The County agrees to provide the Town with any and all documents, reports, or other materials  
24 relative to the calculation of fees and the administration of the program contemplated herein as  
25 the Town may reasonably request.

26 17. The County and its officers, agents, and employees are independent contractors for the purposes  
27 of this Agreement. As such they shall have the rights and duties of independent contractors in  
28 providing services under this Agreement.

1 18. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved  
2 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable  
3 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not  
4 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two  
5 members of their governing bodies who shall attempt to resolve the dispute. Neither party shall  
6 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is  
7 mailed.

8 **EXECUTION**

9 This Agreement shall be deemed executed as of the date that it is approved by both the Mono County  
10 Board of Supervisors and the Mammoth Lakes Town Council.

11 COUNTY OF MONO:

APPROVED AS TO FORM:

12  
13 \_\_\_\_\_  
14 Board Chair

\_\_\_\_\_  
County Counsel

15  
16 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

17  
18 \_\_\_\_\_  
19 Mayor

\_\_\_\_\_  
Town Attorney

## 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>AMAZON CAPITAL SERVICES</b>								
06/19/2025	61920250	14M7-HGK6-Q	19234	AMAZON CAPITAL SER	100-420-46440	GLASS DISPLAY CASE	1,094.49	06/25
Total AMAZON CAPITAL SERVICES:							1,094.49	
<b>AMG &amp; ASSOCIATES, INC</b>								
06/19/2025	61920250	PROGRESS P	19717	AMG & ASSOCIATES, I	300-531-43031	PROGRESS PYMT 10	945,982.69	06/25
Total AMG & ASSOCIATES, INC:							945,982.69	
<b>AT&amp;T MOBILITY</b>								
06/19/2025	113484	287311715401	8453	AT&T MOBILITY	100-420-43404	06/25-MIFI PD	83.75	06/25
Total AT&T MOBILITY:							83.75	
<b>BISHOP AUTOMOTIVE CENTER</b>								
06/19/2025	61920250	1-GS77179	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	456.19	06/25
06/19/2025	61920250	1-GS77804	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	1,549.05	06/25
06/19/2025	61920250	1-GS77855	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	1,252.50	06/25
06/19/2025	61920250	1-77873	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	990.30	06/25
06/19/2025	61920250	1-GS78083	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	1,340.06	06/25
06/19/2025	61920250	1-78008	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	334.52	06/25
06/19/2025	61920250	1-GS78129	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	5,223.19	06/25
Total BISHOP AUTOMOTIVE CENTER:							11,145.81	
<b>CHAMBER MUSIC UNBOUND</b>								
06/19/2025	113485	MEASURE U	6886	CHAMBER MUSIC UNB	217-513-43031		32,000.00	06/25
Total CHAMBER MUSIC UNBOUND:							32,000.00	
<b>CLARK, JAMES</b>								
06/19/2025	113486	06052025	19845	CLARK, JAMES	100-420-43150	PER DIEM	336.00	06/25
Total CLARK, JAMES:							336.00	
<b>COLANTUONO, HIGHSMITH &amp; WHATLEY, PC</b>								
06/19/2025	61920250	65515	18736	COLANTUONO, HIGH	100-480-43031	05/25-MAIN STREET T	12,508.00	06/25
Total COLANTUONO, HIGHSMITH & WHATLEY, PC:							12,508.00	
<b>COLE PRO MEDIA CORP</b>								
06/19/2025	113487	4770	19819	COLE PRO MEDIA CO	100-420-43031	TRANSPARENCY ENG	1,500.00	06/25
Total COLE PRO MEDIA CORP:							1,500.00	
<b>CORWIN FORD RENO</b>								
06/19/2025	113488	105544	19214	CORWIN FORD RENO	915-570-48100	2025 FORD MAVERICK	35,516.75	06/25
Total CORWIN FORD RENO:							35,516.75	
<b>DECKARD TECHNOLOGIES INC.</b>								
06/19/2025	61920250	2092	19135	DECKARD TECHNOLO	100-415-43031	Rentalscape Identificatio	100,900.00	06/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total DECKARD TECHNOLOGIES INC.:							100,900.00	
<b>DIY HOME CENTER</b>								
06/19/2025	113489	161659	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	7.74	06/25
06/19/2025	113489	161712	5476	DIY HOME CENTER	210-452-42022	MAINT SUPPLIES	19.86	06/25
06/19/2025	113489	161731	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	58.16	06/25
06/19/2025	113489	161748	5476	DIY HOME CENTER	100-420-42002	MAINT SUPPLIES	8.72	06/25
06/19/2025	113489	161803	5476	DIY HOME CENTER	210-450-42022	MAINT SUPPLIES	14.54	06/25
06/19/2025	113489	161958	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	87.22	06/25
06/19/2025	113489	162174	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	15.70	06/25
06/19/2025	113489	162191	5476	DIY HOME CENTER	210-450-42022	MAINT SUPPLIES	40.19	06/25
06/19/2025	113489	162340	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	4.35	06/25
06/19/2025	113489	162379	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	45.46	06/25
06/19/2025	113489	162519	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	168.66	06/25
06/19/2025	113489	162520	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	41.68	06/25
06/19/2025	113489	162554	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	146.77	06/25
06/19/2025	113489	162631	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	43.35	06/25
06/19/2025	113489	162670	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	23.24	06/25
06/19/2025	113489	162682	5476	DIY HOME CENTER	100-438-45080	MAINT SUPPLIES	6.45	06/25
Total DIY HOME CENTER:							732.09	
<b>EASTERN SIERRA ARTS ALLIANCE</b>								
06/19/2025	113490	04292025	18928	EASTERN SIERRA ART	217-513-43031	2025 MEASURE U	40,000.00	06/25
Total EASTERN SIERRA ARTS ALLIANCE:							40,000.00	
<b>EASTERN SIERRA AVALANCHE CENTER</b>								
06/19/2025	113491	04292025	18198	EASTERN SIERRA AVA	217-513-43031	2025 MEASURE U	11,500.00	06/25
Total EASTERN SIERRA AVALANCHE CENTER:							11,500.00	
<b>EASTERN SIERRA COMMUNITY CHORUS</b>								
06/19/2025	113492	04292025	19382	EASTERN SIERRA CO	217-513-43031	2025 MEASURE U	8,500.00	06/25
Total EASTERN SIERRA COMMUNITY CHORUS:							8,500.00	
<b>EASTERN SIERRA COUNSELING &amp; CONSULTING</b>								
06/19/2025	61920250	06042025	18821	EASTERN SIERRA CO	100-417-43140	05/25-SVCS	896.00	06/25
Total EASTERN SIERRA COUNSELING & CONSULTING:							896.00	
<b>EASTERN SIERRA DOOR CO</b>								
06/19/2025	61920250	1992	19843	EASTERN SIERRA DO	100-464-43031	SERVICE CALL	1,530.89	06/25
Total EASTERN SIERRA DOOR CO:							1,530.89	
<b>EMPLOYEE RELATIONS</b>								
06/19/2025	61920250	99278	10338	EMPLOYEE RELATION	100-417-43140	BACKGROUND CHECK	813.90	06/25
Total EMPLOYEE RELATIONS:							813.90	
<b>FRIENDS OF THE INYO</b>								
06/19/2025	113493	04292025	8456	FRIENDS OF THE INY	217-513-43031	2025 MEASURE U	14,000.00	06/25
Total FRIENDS OF THE INYO:							14,000.00	

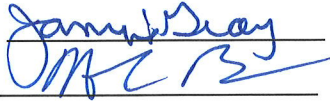
Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
<b>FRONTIER COMMUNICATIONS</b>								
06/19/2025	113494	05/25-2536	10869	FRONTIER COMMUNIC	100-420-43404	05/25-PD	509.36	06/25
Total FRONTIER COMMUNICATIONS:							509.36	
<b>GAIL MATERIALS Inc</b>								
06/19/2025	61920250	1385	19842	GAIL MATERIALS Inc	100-438-45080	PRO GOLD INFIELD MI	1,641.25	06/25
06/19/2025	61920250	1386	19842	GAIL MATERIALS Inc	100-434-45080	PRO GOLD INFIELD MI	1,315.00	06/25
Total GAIL MATERIALS Inc:							2,956.25	
<b>GRAY'S GRASSHOPPER INC.</b>								
06/19/2025	61920250	15064	19659	GRAY'S GRASSHOPPE	210-457-43031	MAIN ST SVC - 05.19-0	3,146.00	06/25
06/19/2025	61920250	15066	19659	GRAY'S GRASSHOPPE	210-457-43031	MAIN ST. - BARK	3,340.00	06/25
06/19/2025	61920250	15068	19659	GRAY'S GRASSHOPPE	210-457-43031	IRRIGATION ISLANDS,	6,355.50	06/25
Total GRAY'S GRASSHOPPER INC.:							12,841.50	
<b>HIGH COUNTRY LUMBER</b>								
06/19/2025	113495	87662	830	HIGH COUNTRY LUMB	100-438-42007	MAINT SUPPLIES	18.20	06/25
06/19/2025	113495	87779	830	HIGH COUNTRY LUMB	210-452-46200	MAINT SUPPLIES	26.93	06/25
06/19/2025	113495	87828	830	HIGH COUNTRY LUMB	858-436-45080	MAINT SUPPLIES	73.52	06/25
06/19/2025	113495	87511	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	55.80	06/25
06/19/2025	113495	87854	830	HIGH COUNTRY LUMB	210-450-42022	MAINT SUPPLIES	29.70	06/25
06/19/2025	113495	88336	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	104.97	06/25
06/19/2025	113495	88557	830	HIGH COUNTRY LUMB	220-471-42007	MAINT SUPPLIES	40.90	06/25
06/19/2025	113495	88164A	830	HIGH COUNTRY LUMB	210-452-42022	MAINT SUPPLIES	6.27	06/25
Total HIGH COUNTRY LUMBER:							356.29	
<b>HMC GROUP</b>								
06/19/2025	61920251	180004	10804	HMC GROUP	300-531-43031	TOML Mammoth Arts C	50,021.75	06/25
Total HMC GROUP:							50,021.75	
<b>LINDE GAS &amp; EQUIPMENT INC.</b>								
06/19/2025	113496	47208149	19251	LINDE GAS & EQUIPM	210-450-43031	LATE FEES	20.34	06/25
06/19/2025	113496	47755599	19251	LINDE GAS & EQUIPM	210-450-43031	LATE FEES	19.42	06/25
06/19/2025	113496	48916271	19251	LINDE GAS & EQUIPM	210-450-43031	LATE FEES	28.17	06/25
Total LINDE GAS & EQUIPMENT INC.:							67.93	
<b>MADERA, RODOLFO (RUDY)</b>								
06/19/2025	113497	06052025	19847	MADERA, RODOLFO (	100-420-43150	PER DIEM	336.00	06/25
Total MADERA, RODOLFO (RUDY):							336.00	
<b>MALM, EMILY</b>								
06/19/2025	113498	06052025	19844	MALM, EMILY	100-420-43150	PER DIEM	336.00	06/25
Total MALM, EMILY:							336.00	
<b>MAMMOTH DISPOSAL, INC.</b>								
06/19/2025	113499	1350880U014	94	MAMMOTH DISPOSAL,	205-490-42030	HORSESHOE GATE-T	32.00	06/25
06/19/2025	113499	1350884U014	94	MAMMOTH DISPOSAL,	205-490-43404	HORSESHOE GATE-TR	65.00	06/25
Total MAMMOTH DISPOSAL, INC.:							97.00	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
<b>MAMMOTH HOSPITAL</b>								
06/19/2025	113500	210035160	7376	MAMMOTH HOSPITAL	100-417-43140	MEDICAL EXAM	127.40	06/25
Total MAMMOTH HOSPITAL:							127.40	
<b>MAMMOTH MOUNTAIN SKI PATROL ALUMNI ASSOC</b>								
06/19/2025	113501	04292025	19660	MAMMOTH MOUNTAIN	217-513-43031	2025 MEASURE U	19,000.00	06/25
Total MAMMOTH MOUNTAIN SKI PATROL ALUMNI ASSOC:							19,000.00	
<b>MISSION LINEN SUPPLY, INC</b>								
06/19/2025	113502	523932995	6482	MISSION LINEN SUPPL	100-434-45080	MAINT SUPPLIES	382.39	06/25
Total MISSION LINEN SUPPLY, INC:							382.39	
<b>MONO ARTS COUNCIL</b>								
06/19/2025	113503	04292025	8370	MONO ARTS COUNCIL	217-513-43031	2025 MEASURE U	35,825.00	06/25
Total MONO ARTS COUNCIL:							35,825.00	
<b>MONO COUNTY DISTRICT ATTORNEYS OFFICE</b>								
06/19/2025	113504	1825001614	18787	MONO COUNTY DISTR	100-420-43031	FORENSIC SERVICES	6,284.50	06/25
Total MONO COUNTY DISTRICT ATTORNEYS OFFICE:							6,284.50	
<b>P&amp;P UNIFORM RIV</b>								
06/19/2025	113505	432281/4	19335	P&P UNIFORM RIV	100-420-42006	UNIFORMS	266.10	06/25
06/19/2025	113505	432282/4	19335	P&P UNIFORM RIV	100-420-42006	UNIFORMS	267.17	06/25
06/19/2025	113505	432322/4	19335	P&P UNIFORM RIV	100-420-42006	UNIFORMS	254.24	06/25
Total P&P UNIFORM RIV:							787.51	
<b>PLACEMATE, INC.</b>								
06/19/2025	61920251	1829	19701	PLACEMATE, INC.	245-445-43035	06/25-LEASE TO LOCA	7,500.00	06/25
Total PLACEMATE, INC.:							7,500.00	
<b>PLEXUSGLOBAL</b>								
06/19/2025	113506	18703	18747	PLEXUSGLOBAL	100-417-43140	MEDICAL SCREENING	300.00	06/25
Total PLEXUSGLOBAL:							300.00	
<b>PROCORE TECHNOLOGIES INC</b>								
06/19/2025	113507	INV00250430	19846	PROCORE TECHNOLO	100-460-43031	PROJECT MANAGEME	49,833.38	06/25
Total PROCORE TECHNOLOGIES INC:							49,833.38	
<b>PROFORCE LAW ENFORCEMENT</b>								
06/19/2025	113508	574899	8015	PROFORCE LAW ENF	100-420-42006	SUPPLIES	2,624.02	06/25
Total PROFORCE LAW ENFORCEMENT:							2,624.02	
<b>QUILL CORPORATION</b>								
06/19/2025	61920251	44344702	2090	QUILL CORPORATION	100-416-42002	OFFICE SUPPLIES	17.43	06/25
Total QUILL CORPORATION:							17.43	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
<b>SHAHER EQUIPMENT CO. INC.</b>								
06/19/2025	61920251	10040288	18540	SHAHER EQUIPMENT	910-000-13003	PARTS	683.10	06/25
Total SHAHER EQUIPMENT CO. INC.:							683.10	
<b>SHRED PRO, INC</b>								
06/19/2025	113509	10704	8188	SHRED PRO, INC	100-416-43031	SHREDDING	68.00	06/25
Total SHRED PRO, INC:							68.00	
<b>SIERRA CLASSIC THEATER</b>								
06/19/2025	113510	04292025	7014	SIERRA CLASSIC THE	217-513-43031	2025 MEASURE U	10,500.00	06/25
Total SIERRA CLASSIC THEATER:							10,500.00	
<b>SIERRA ELECTRONICS</b>								
06/19/2025	113511	AR49924	5369	SIERRA ELECTRONIC	910-000-13003	RADIO EQUIPMENT	7,280.52	06/25
Total SIERRA ELECTRONICS:							7,280.52	
<b>SILVER STATE INTERNATIONAL TRUCKS</b>								
06/19/2025	61920251	X201172264:01	35	SILVER STATE INTERN	910-000-13003	PARTS	81.24	06/25
06/19/2025	61920251	X201170345:01	35	SILVER STATE INTERN	910-000-13003	PARTS	214.93	06/25
06/19/2025	61920251	X201172458:01	35	SILVER STATE INTERN	910-000-13003	CREDIT MEMO	269.38	06/25
06/19/2025	61920251	R201023727:0	35	SILVER STATE INTERN	910-000-13047	LABOR	382.92	06/25
Total SILVER STATE INTERNATIONAL TRUCKS:							409.71	
<b>STEVE'S AUTO &amp; TRUCK PARTS</b>								
06/19/2025	113512	142914	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	181.87	06/25
06/19/2025	113512	142915	1221	STEVE'S AUTO & TRU	910-000-13003	CREDIT MEMO	19.40	06/25
06/19/2025	113512	142927	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	171.89	06/25
06/19/2025	113512	142959	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	26.97	06/25
06/19/2025	113512	142963	1221	STEVE'S AUTO & TRU	910-000-13003	PARTS	6.83	06/25
Total STEVE'S AUTO & TRUCK PARTS:							368.16	
<b>THOMAS PETROLEUM, LLC</b>								
06/19/2025	61920251	1274831-IN	7891	THOMAS PETROLEUM	910-000-13001	DIESEL	12,621.10	06/25
06/19/2025	61920251	1281953-IN	7891	THOMAS PETROLEUM	910-000-13001	GASOLINE	13,884.18	06/25
Total THOMAS PETROLEUM, LLC:							26,505.28	
<b>TRANSUNION RISK &amp; ALTERNATIVE</b>								
06/19/2025	113513	45851-202505-	10413	TRANSUNION RISK &	100-420-43031	MAY 2025	75.00	06/25
Total TRANSUNION RISK & ALTERNATIVE:							75.00	
<b>TRIAD/HOLMES ASSOCIATES</b>								
06/19/2025	113514	1022539	336	TRIAD/HOLMES ASSO	300-531-43031	Sierra Geotechnical Ser	29,547.38	06/25
06/19/2025	113514	1022540	336	TRIAD/HOLMES ASSO	300-531-43031	CRC PH 2 TI SGSI	2,093.75	06/25
Total TRIAD/HOLMES ASSOCIATES:							31,641.13	
<b>UCSB CASHIER'S OFFICE</b>								
06/19/2025	113515	04292025	19218	UCSB CASHIER'S OFFI	217-513-43031	2025 MEASURE U	10,000.00	06/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total UCSB CASHIER'S OFFICE:							10,000.00	
<b>WESTERN NEVADA SUPPLY CO.</b>								
06/19/2025	61920251	CM41766336	155	WESTERN NEVADA SU	220-471-42007	CREDIT MEMO	337.26-	06/25
06/19/2025	61920251	11783238	155	WESTERN NEVADA SU	100-434-45080	MAINT SUPPLIES	4,561.57	06/25
Total WESTERN NEVADA SUPPLY CO.:							4,224.31	
<b>WIND DRIFT STUDIOS</b>								
06/19/2025	113516	04292025	19848	WIND DRIFT STUDIOS	217-513-43031	2025 MEASURE U	25,000.00	06/25
Total WIND DRIFT STUDIOS:							25,000.00	
Grand Totals:							1,525,999.29	

Signature: JAMIE GRAY



Date 6/19/25

Signature: Nolan Bobroff



Date 6-19-2025

Signature: Megan Chapman



Date 6/19/25

## Report Criteria:

Report type: Invoice detail

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



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

**Title:** Agreement with Mammoth Lakes Fire Protection District (MLFPD) for Town Funding (\$200,000) to perform Fire Reduction Services.

**Council Meeting Date:** 7/2/2025

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

**Recommended Motion:** Approve the agreement with the Mammoth Lakes Fire Protection District to perform Fire Reduction Services for the 2025 work season on properties adjacent to Town limits where there is a benefit to the protection of the community.

**Summary:** The Mammoth Lakes Fire Protection District (MLFPD) has hired summer seasonal work crews for a number of years. These teams work to support clearing projects in various areas around Town and in the urban interface with the forest. MLFPD is also engaged with the Town, Whitebark Institute, Mammoth Community Water District, and Mammoth Disposal in a project focusing on wildfire mitigation. Part of the output of this project is developing executable plans for homeowners and neighborhood groups. Part of the support for these efforts is an enhancement to the seasonal work force. MLFPD planned to hire eight (8) seasonal workers, and the Town funds will provide four (4) additional staff for this effort.

The Town Council reviewed the funding request as part of the 2<sup>nd</sup> Quarter FY24-25 budget review and allocated the \$200,000 necessary to fund this effort. The agreement is designed to outline the expectations of both parties in this effort. The contents of the agreement are attached for your review. Staff have modified language to focus on the work that will be performed rather than the original discussion for hiring additional staff to execute annual work plans. The work performed will be Fire Reduction Services including creation and maintenance of fuel breaks around the perimeter of Town and along key corridors, fuels reduction work to interrupt the continuity of fuels in key strategic or geographical areas and fuels reduction work for individual parcel owners who need assistance in getting the work done in high-risk areas. The funds will be used by MLFPD to acquire four (4) additional staff, and all staff will work exclusively for MLFPD in this effort.

## **COOPERATIVE AGREEMENT BETWEEN THE MAMMOTH LAKES FIRE PROTECTION DISTRICT AND THE TOWN OF MAMMOTH LAKES**

THIS COOPERATIVE AGREEMENT ("Agreement") made as of July 2, 2025, is entered by and between the Mammoth Lakes Fire Protection District ("MLFPD"), a California special district, and the Town of Mammoth Lakes ("TOML"), an incorporated town in Mono County, California.

### **RECITALS**

Whereas, both MLFPD and TOML encompass primarily the same territory, serve the same constituents, and share the same concerns regarding prevention of a major forest fire and the preservation of a healthy environment, and

Whereas, MLFPD and TOML have and will continue to work collaboratively to provide resources and access to TOML properties to provide training opportunities for staff in furtherance of the parties' shared goals regarding fire prevention; and

Whereas, MLFPD maintains resources and all necessary equipment to perform prescription burning and wildland fuel reduction tasks (Fire Reduction Services) within and adjacent to the community of Mammoth Lakes, and has cooperated with TOML in the past and performed wildland fuel reduction work on public property under TOML's control and on other private, State, and Federal property in and adjacent to the town limits of the TOML where it serves a benefit to the protection of the residents and property in the community of Mammoth Lakes; and

Whereas, the parties seek to enter into this Cooperative Agreement to more clearly define the responsibilities, scope, and methods of reimbursement for the Fire Reduction Services performed by MLFPD on TOML property or, in cooperation with the TOML, on private, State, or Federal land where there is a benefit to the protection of the community.

### **AGREEMENT**

**NOW, THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, and which consideration expressly includes the mutual promises and covenants set forth herein, the parties agree as follows:

1. MLFPD agrees to perform Fire Reduction Services approved by TOML on property owned by TOML, within TOML's right of way, or on private, State, or Federal property in or adjacent to town limits where there is a benefit to the protection of the community and the consent of the landowner has been obtained. Requests by TOML to MLFPD to perform under this Agreement will be made by the Town Manager, or an authorized representative thereof. Such Fire Reduction Services include, but are not limited to, the creation and maintenance of fuel breaks around the perimeter of town and along key corridors, fuels reduction work to interrupt the continuity of fuels in key strategic or geographical areas where wildfire would spread rapidly, and fuels reduction work for individual parcel owners who need assistance in getting the work done or are in a high-risk area. TOML agrees to pay MLFPD \$200,000 for the implementation of Fire Reduction Services, not including personnel expenses for regular year-round MLFPD personnel.

2. MLFPD agrees to furnish TOML Town Manager or his/her designee a summary report of the work accomplished and, if requested by TOML, to be presented to the TOML's Town Council by MLFPD at the conclusion of the 2025 Fuels Reduction assignment which typically runs through October.

3. MLFPD shall track expenditures related to the monies provided by TOML and an accounting of such expenditures shall be provided to TOML at the end of the 2025 assignment including a description with maps of the work performed, resources utilized, and hours worked.

4. The loan and use of any TOML-owned equipment or vehicles to MLFPD for Fire Reduction Services in this Agreement shall be covered by separate Agreement(s) between TOML and MLFPD for the specific equipment and/or vehicles.

5. Nothing in this Agreement shall create a joint venture, nor shall anything in this Agreement be deemed to create an employment relationship between MLFPD and TOML, or between a party's employees and the other party. MLFPD shall be solely responsible for the supervision of MLFPD resources and equipment. Each party shall be responsible for all costs of employment and compliance with all applicable employment laws, as well as taxes and withholding requirements under state and federal law for its own employees.

6. This Agreement will become effective on the date of approval by both MLFPD and TOML and will remain in effect through December 31, 2025. Both MLFPD and TOML will have an opportunity to review the progress of such Agreement and, if necessary, mutually agree to renew, continue, amend, or dissolve such Agreement.

7. At any time during this Agreement, MLFPD or TOML may cancel this Agreement, provided that the party wishing to cancel the Agreement gives the other party thirty (30) days written notice.

8. MLFPD and TOML shall each procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

9. Where necessary, TOML shall provide access to TOML owned properties to the MLFPD resources, equipment, and supervising personnel for the purposes addressed herein.

10. TOML agrees to defend, indemnify, and hold MLFPD and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from the performance of this Agreement to the extent such claims, damage, liability or costs are caused by TOML's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of TOML's agents or anyone acting on behalf of, or at the direction of, TOML.

MLFPD agrees to defend, indemnify, and hold TOML and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from the performance of this Agreement to the extent such claims, damage, liability or costs are caused by MLFPD's negligent acts, errors, or omissions or by the negligent acts, errors, or omissions of MLFPD's agents or anyone acting on behalf of, or at the direction of, MLFPD.

11. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, made a part of the Agreement, and signed by both parties. The execution of any amendment shall be authorized and signed in the same manner as the approval of this Agreement.

12. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

13. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

14. This Agreement is to be governed by and construed in accordance with the laws of the State of California.

15. This Agreement contains the entire agreement of the parties with respect to Fire Reduction Services and shall supersede and replace any and all prior agreements or understandings regarding MLFPD's provision of Fire Reduction Services. No representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, effective as of the date last set forth below.

**Town of Mammoth Lakes**

**Mammoth Lakes Fire Protection District**

**Agreed to:**

**Agreed to:**

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

Rob Patterson, Town Manager

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

Ales Tomaier, Fire Chief

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Andrew Morris  
Town Legal Counsel

\_\_\_\_\_  
Jeff Hughes  
Fire District Legal Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

TOML'S address for giving notice:  
**Town Of Mammoth Lakes**  
437 Old Mammoth Rd, Suite 230  
PO Box 1690  
Mammoth Lakes, CA 93546  
760-965-3600

MLFPD'S address for giving Notice  
**Mammoth Lakes Fire Protection District**  
3150 Main St  
PO Box 5  
Mammoth Lakes, CA 93546  
760-934-2300

## **TOWN COUNCIL STAFF REPORT**

Title: Approve 5-year contract with Mammoth Lakes Mosquito Abatement District to augment services within the Town of Mammoth Lakes.

Meeting Date: July 2, 2025

Prepared by: Rob Patterson, Town Manager

---

### **RECOMMENDATION:**

Approve the agreement with the Mammoth Lakes Mosquito Abatement District to provide funding to support incremental mosquito abatement efforts outside the existing work areas currently funded through agreements with the County on property tax allocation.

### **BACKGROUND:**

The Mammoth Lakes Mosquito Abatement District provides services primarily in the Old Mammoth Road area (See Boundary Map – Attachment 1). The District was established in 1969. The initial area of the District included a minimal property tax rate of .01658+/- . As the District expanded, new areas were annexed into the District without working through a tax sharing arrangement for the existing County rate to be adjusted to allow for the District rate. This issue of funding has been raised before and was more recently raised again with the requirement of Snowcreek VIII to be annexed into the District (Planning Commission Resolution 2009-08). This will require a Local Agency Formation Commission (LAFCO) process and a request for a tax sharing agreement with Mono County. The District is also requesting tax sharing agreements for the portion of the District previously annexed but without any tax sharing agreement. The District has met with the County and the Town previously to discuss funding.

The request to the County is for a tax sharing agreement to shift the current District tax rate from the County rate over the boundary of the District and to include the Snowcreek VIII annexation. The requested Town support would be through a services agreement or similar created agreement. The current property tax rate generates approximately \$109,000.

### **ANALYSIS:**

The Mammoth Lakes Mosquito Abatement District (MLMAD) was formed in 1969 to provide mosquito control to a portion of Mammoth Lakes. The district boundaries include Old Mammoth, part of the Snowcreek development, Valentine Ecological Reserve, and adjacent condominium developments. Service was concentrated in the Old Mammoth area, a neighborhood of older, primarily single-family residences and has expanded into the Snowcreek development areas. Mammoth Creek bisects the district area, flowing from west to east. A large portion of the District currently does not have a tax sharing agreement with Mono County to support the work of the District. (See Attachment 2 showing tax areas that generate revenue and those that do not). Staff are not aware of why areas of the

District were not part of a tax sharing agreement at the time of creation or subsequent annexations.

The District contracts with Inyo County for services. The Inyo County Agricultural Commissioner has a small, yet effective, program to better manage vector-borne diseases in Inyo County. A proactive plague program has been instituted to monitor and treat plagues in the Owens Valley. West Nile virus is managed through a combination of public media campaigning and the control of mosquitos by the Owens Valley Mosquito Abatement Program. The Mammoth Lakes Mosquito Abatement District contracts with the Owens Valley Mosquito Abatement Program for services. Attached are sample reports that are provided regarding work completed and information submitted to the District. This information is on the Mono County Website under Mammoth Lakes Mosquito Abatement District.

Funding provided through a tax sharing agreement will fluctuate based on assessed value of properties under Prop 13, resales, and new construction. In the case of Snowcreek VIII the tax revenue growth will depend on the rate of build out of the project expected over several years; however, services will begin almost immediately as mosquitoes in the area are trapped and monitored and areas of the property may receive various treatments.

The Budget for the District incorporates the following:

FY 23-24 Revenue	\$129,000
Fund Balance	<u>40,671</u>
<b>Total</b>	<b>\$169,671</b>

**Expenditures**

Contract – Owens Valley MAP	\$ 70,000
Secretarial	10,000
PERS Unfunded Liability	7,000
Operations/Administrative	9,750
Legal Services (Annexation)	10,000
Reserves/Contingency	<u>62,921</u>
<b>Total</b>	<b>\$169,671</b>

The limited budget caps the amount of proactive trapping work and treatment of areas that can be accomplished. The work of the District, while primarily focused within the boundary of the District, does provide a broader public benefit by limiting the spread of mosquitos in the Old Mammoth Road (OMR) Area. The additional costs for the proposed annexation of Snowcreek VIII are still pending.

The funding request to the Town is twofold. First, initial funding will allow the District to ramp up work efforts as revenues from the build out of Snowcreek VIII move forward. The area will need to be part of the prevention program. Secondly, the ongoing cost and demands on the District will eventually exceed the revenues generated by the District. The

goal of the District is to continue to support an appropriate contract for services, as providing the same level of service on its own is likely not financially viable.

The proposed financial support from the Town is in the form of a five-year services contract with a base amount for FY25-26 of \$30,000. The amount may be paid in agreed upon installments. The amount to increase by \$5,000 per year to the base amount of \$50,000. The agreement may have an extension with revenues growing at a max rate of 2% tied to the increase allowed for property taxes under Prop 13, which has a cap of 2%. This funding structure will allow the District to provide the required level of service to meet the District's mission of mosquito abatement. The work in the OMR road area ultimately benefits a larger area by limiting the potential transmission of disease and information gained through trapping and testing. Regular activity reports and other information would be required to be filed with the Town as well as any requested updates at public meetings.

### **OPTIONS ANALYSIS**

Option 1: Approve the agreement with the Mammoth Lakes Mosquito Abatement District to provide funding to support incremental mosquito abatement efforts outside the existing work areas currently funded through agreements with the County on property tax allocation.

Option 2: Do not approve the agreement and authorize the Town Manager to modify terms of the agreement or discontinue exploration of the service.

### **FINANCIAL CONSIDERATIONS:**

The proposed services agreement to support the work of the Mammoth Lakes Mosquito Abatement District will have a direct cost as provided for in the final agreement. The proposed annual amount starts at a base of \$30,000 and increases over a five-year term to \$50,000 with limited increases over time to be considered after the initial five-year term. Staff time will be limited to processing payments, agreement review, ensuring reporting, and coordination of public updates. The annual funding will need to be included in future base budgets.



## Town of Mammoth Lakes

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

(760) 965-3600

[www.townofmammothlakes.ca.gov](http://www.townofmammothlakes.ca.gov)

---

July 2, 2025

Lorinda Beatty, Secretary to the Board  
Mammoth Lakes Mosquito Abatement District  
PO Box 1943  
Mammoth Lakes, CA 93546

Re: Letter Agreement for Mosquito Abatement Services

Dear Lorinda:

*PARTIES:* This letter shall be our agreement ("Letter Agreement") regarding mosquito abatement services described below ("Services") to be provided by Mammoth Lakes Mosquito Abatement District, a Special District ("MLMAD") to the Town of Mammoth Lakes ("Town"). MLMAD is retained as an independent contractor and is not an employee of the Town.

*SERVICES; SCHEDULE OF PERFORMANCE:* MLMAD will provide mosquito abatement services within its current service area, as well as providing services to surrounding peripheral areas within the Town that will offer a general benefit to the Town. Contractor will provide Services within the Town, but outside of the MLMAD, when requested to do so by the request of the Town. Otherwise, Contractor shall provide Services outside of the MLMAD but within the Town when Contractor deems such Services to be necessary.

MLMAD shall provide an annual report to be presented at a Town Council meeting, for the purpose of educating the community on MLMAD efforts and provide an opportunity for the Town Council to address any questions they have on the program. MLMAD shall also post weekly summaries of Services provided by Contractor on its website during the time period when work is occurring.

*TERM.* The term of this Agreement shall be from **July 1, 2025** to **June 30, 2030**, unless earlier terminated as provided herein. Consultant shall meet any other established schedules and deadlines.

The Town and MLMAD may agree in writing, in their respective sole discretion, to extend this Agreement on a year-by-year basis, with a cap of a 2% annual increase in the compensation provided hereunder, provided the Town has adequate funding available to extend this Agreement.

*STANDARD OF CARE:* MLMAD shall perform all Services under this Letter Agreement in a skillful and competent manner, and consistent with all applicable laws.



*COMPENSATION:* Compensation for the above services shall be an annual lump sum payment, to be paid according to the following schedule:

FY 25/26 (payment to be made within thirty days of the execution of the Agreement): \$30,000

July 2026: \$35,000

July 2027: \$40,000

July 2028: \$45,000

July 2029: \$50,000

The annual payment for each year from 2026 to 2029 shall be made by August 1 of each year.

*INSURANCE:* MLMAD shall provide proof of general liability and automobile self-insurance to the Town in amounts and with policies, endorsements and conditions acceptable to the Town. If MLMAD is an employer or otherwise hires one or more employees during the term of this Project, MLMAD shall also provide proof of workers' compensation coverage for such employees, which meets all requirements of state law. The General Liability and Automobile Liability policies shall include or be endorsed (amended) to state that: (1) the Town, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of MLMAD, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Town, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of MLMAD's scheduled underlying coverage. Any insurance or self-insurance maintained by the Town, its directors, officials, officers, employees, agents, and volunteers shall be excess of MLMAD's insurance and shall not be called upon to contribute with it in any way. If MLMAD maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by MLMAD. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

*TERMINATION:* The Town may terminate this Letter Agreement at any time with or without cause. If the Town finds it necessary to terminate this Letter Agreement without cause prior to the expiration of this Letter Agreement, MLMAD shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Contractor may terminate this Letter Agreement by providing the Town with written notice of termination at least 90 days in advance of termination of this Letter Agreement. Contractor shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.

*INDEMNIFICATION:* To the fullest extent permitted by law, MLMAD shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of MLMAD, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the MLMAD's Services or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. MLMAD's obligation to indemnify shall survive expiration or

termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

***LAWS & REGULATIONS; EMPLOYEE/LABOR CERTIFICATIONS:*** MLMAD shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements. By executing this Letter Agreement, MLMAD verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens. MLMAD shall maintain records of its compliance, including its verification of each employee, and shall make them available to the Town or its representatives for inspection and copy at any time during normal business hours. To the same extent and under the same conditions as MLMAD, MLMAD shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. By its signature hereunder, MLMAD certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services. Finally, MLMAD represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, MLMAD shall indemnify Town against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

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

***ASSIGNMENT; AMENDMENT:*** MLMAD shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

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

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

### **TOWN OF MAMMOTH LAKES**

*Approved by:*

*Attest:*

---

Robert Patterson  
Town Manager

---

Jamie Gray  
Town Clerk

### **CONTRACTOR**

Reviewed and Accepted by MLMAD

---

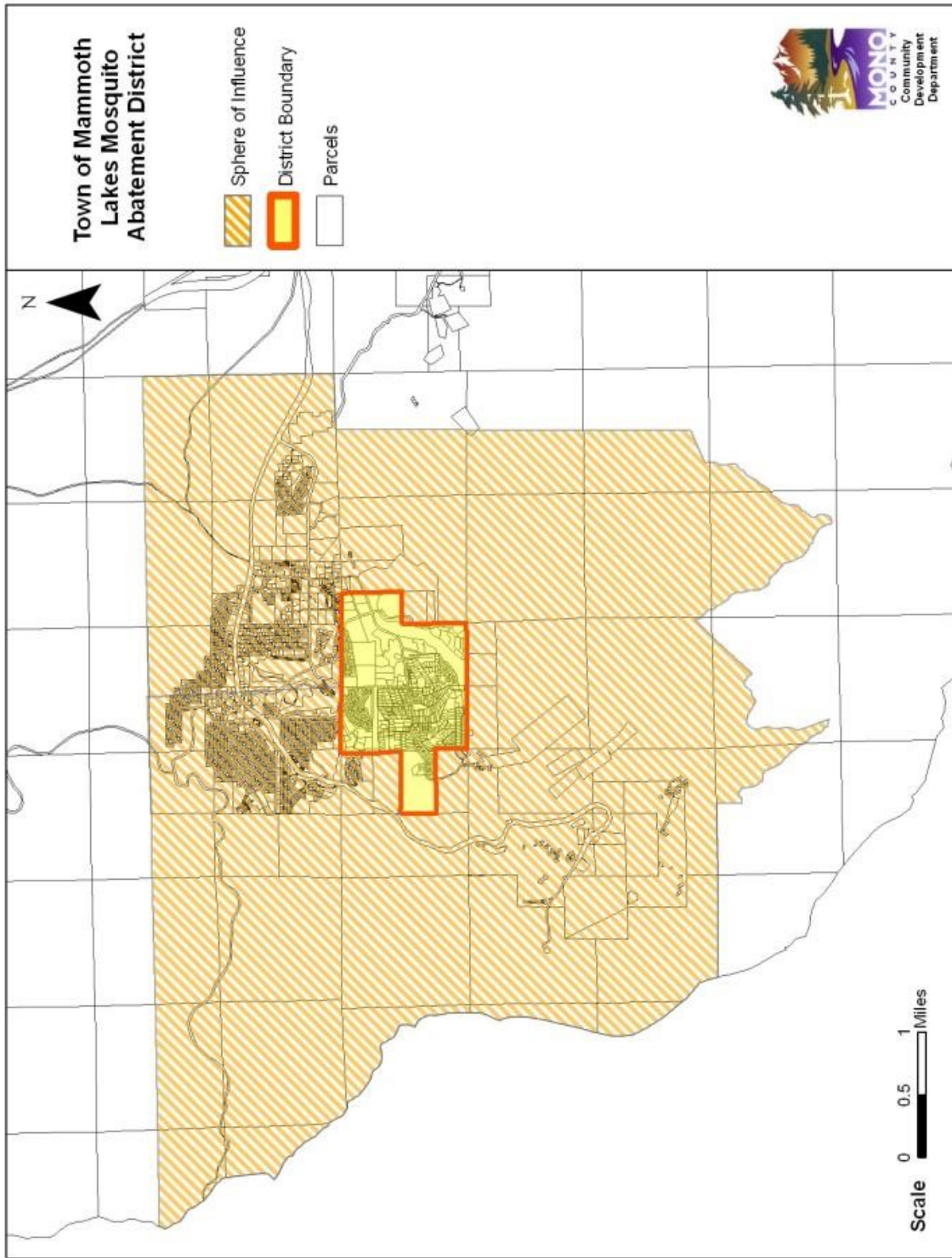
Signature

Steve Ganong  
Board Chair

---

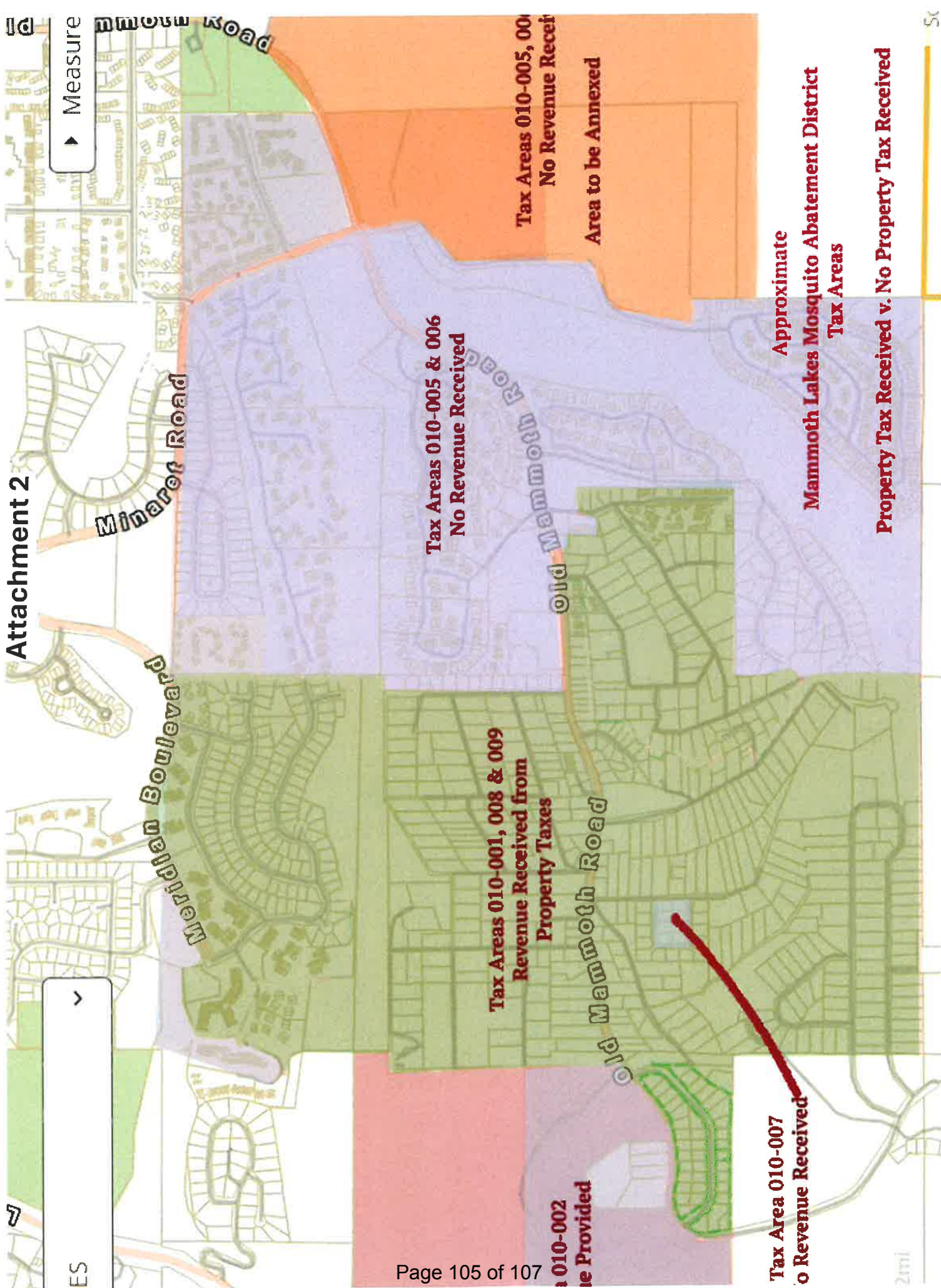
Date

### **Attachment 1: Service Area Map**



**Figure 6 - Mammoth Lakes Mosquito Abatement District Sphere of Influence Boundaries**





## **AGENDA BILL**

Subject: Councilmember Reports  
Initiated by: Jamie Gray

---

### **BACKGROUND:**

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

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

### **ANALYSIS/DISCUSSION:**

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

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

### **Land Use:**

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

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

Mono County Collaborative Planning Team (CPT) – Senior Planner Kim Cooke and Bubser and Truax as alternates

### **Intergovernmental Relations:**

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

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

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

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

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

**Transportation:**

Local Transportation Commission (LTC) – Bubser, Sauser, and Truax; Town Manager as alternate  
Eastern Sierra Transit Authority (ESTA) Board – Bubser and Sauser

**Local Issues:**

Mammoth Lakes Tourism (MLT) Board – Wentworth  
Mammoth Lakes Recreation (MLR) Board – Truax  
Eastern Sierra Community Housing Board – Rice  
Treasury Oversight Committee – Finance Director; Town Manager as alternate  
Parks and Recreation Master Plan Advisory Committee – Rice; Bubser as the alternate

**LEGAL CONSIDERATIONS:**

According to the California Open Meeting Act, commonly referred to as the Brown Act, the agenda must reflect every matter to be discussed by a governing body.

**RECOMMENDATION(S):**

This agenda bill is submitted for information only.