



Town Council Agenda

Wednesday, September 3, 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 subject to staff's ability to post the documents before the meeting.

NOTE: You may attend the Town Council meetings in person or watch them on the Town of Mammoth Lakes' website at www.townofmammothlakes.ca.gov, on the local government cable channel 18, or via Zoom. Public comments can be submitted to the Town Clerk at clerk@townofmammothlakes.ca.gov before and during the meeting, or may be made in person or via Zoom.

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

ZOOM INFORMATION

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

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

Or join by phone:

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

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

Webinar ID: 929 5800 2088

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

Councilmember Wentworth will be attending the meeting remotely from Home2 Suites by Hilton Redlands Loma Linda, 1342 Industrial Park Ave, Room 402, Redlands, CA 92374.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS

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

4. ADDITIONS TO THE AGENDA

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

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

6. STAFF PRESENTATIONS

6.1 Flock Safety Update 2025.

7. CONSENT AGENDA

7.1 Approve the minutes of the regular meeting of August 20, 2025.

7.2 Update and End Emergency Work Authorization Provided for in Resolution 25-47 for the Replacement of the the Whitmore Pool Roof.

7.3 Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution No. 25-48.

7.4 Approve the resolution authorizing the Town Manager to accept the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant award for development of a Climate Action and Adaptation Plan.

7.5 Waive the Reading and Adopt by Title Only the Ordinance Renewing the Town's Military Equipment Use Policy for 2025.

7.6 Accept Check Register 8/14/25 in the amount of \$383,031.07. Accept Check Register 8/15/25 in the amount of \$251,106.37. Accept Check Register 8/21/25 in the amount of \$2,222,191.09.

8. POLICY MATTERS

8.1 Comprehensive Town-wide planning effort and Parks and Recreation Master Planning Process Update.

8.2 Approve the Town of Mammoth Lakes Fiscal Year 2025-26 5-Year Capital Improvement Plan (CIP).

8.3 Town of Mammoth Lakes priorities for the Fiscal Year 2025/26 Inyo National Forest Program of Work.

9. COUNCILMEMBER REPORTS

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

10. CLOSED SESSION

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

10.2 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph 1 of subdivision (d) of Section 54956.9) Name of case: Successors to Jesus Uribe Corona v. Mammoth Lakes Police Department (Case No: 25UCM62)

11. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

12. ADJOURNMENT

The Town Council will adjourn to a regular meeting to be held on Wednesday, September 17, 2025 at 4:00 p.m.

TOWN COUNCIL STAFF REPORT

Title: Flock Safety Update 2025

Meeting Date: September 3, 2025

Prepared by: Daniel Casabian, Chief of Police

RECOMMENDATION:

Presentation Only – No Action Required.

BACKGROUND:

On July 17, 2024, Mammoth Lakes Town Council authorized installation and implementation of Automatic License Plate Recognition Cameras (ALPR) through Flock Safety. We are now here to report the results from the first year of operation.

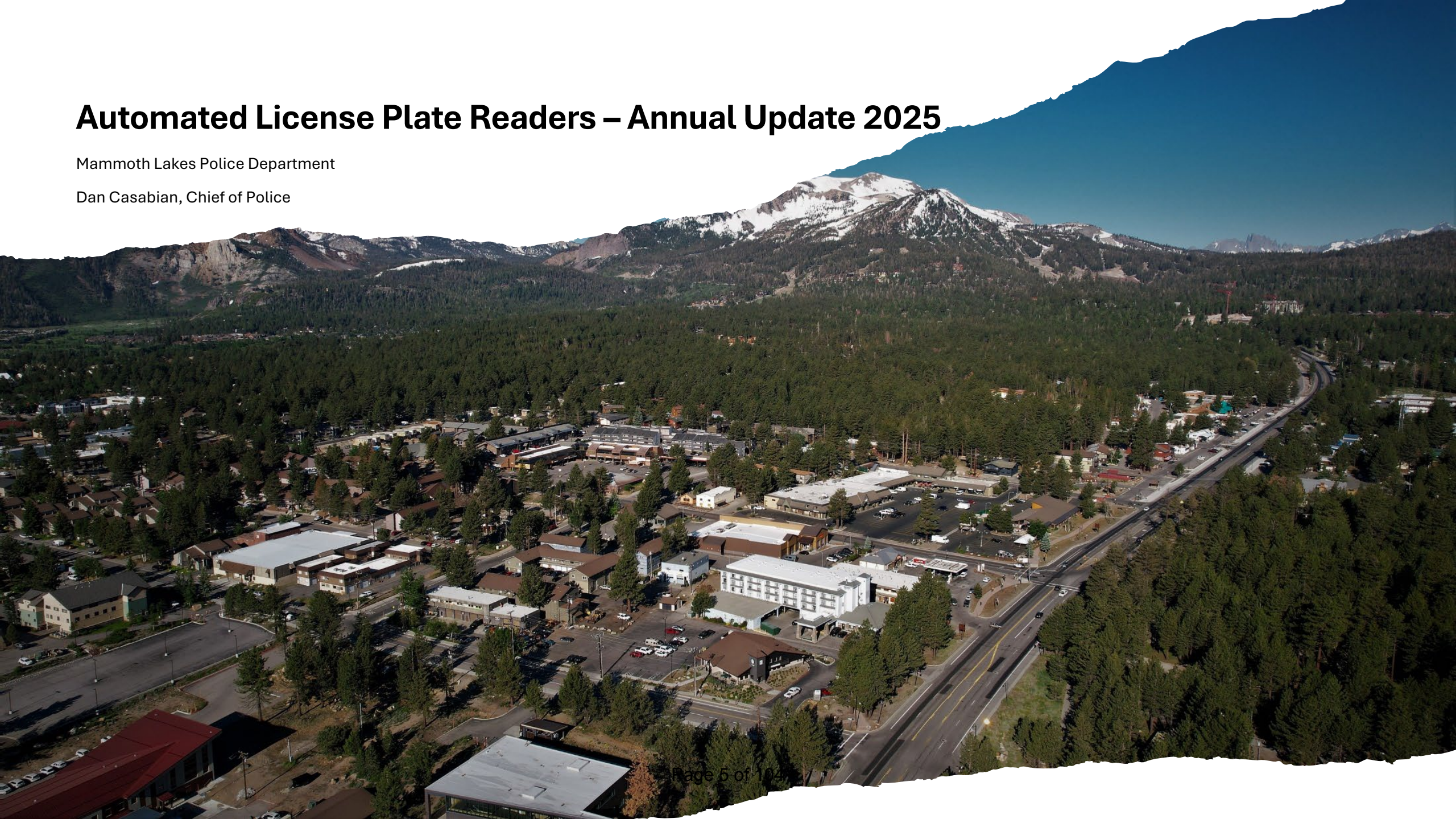
ATTACHMENTS:

Attachment 1: PowerPoint Presentation

Automated License Plate Readers – Annual Update 2025

Mammoth Lakes Police Department

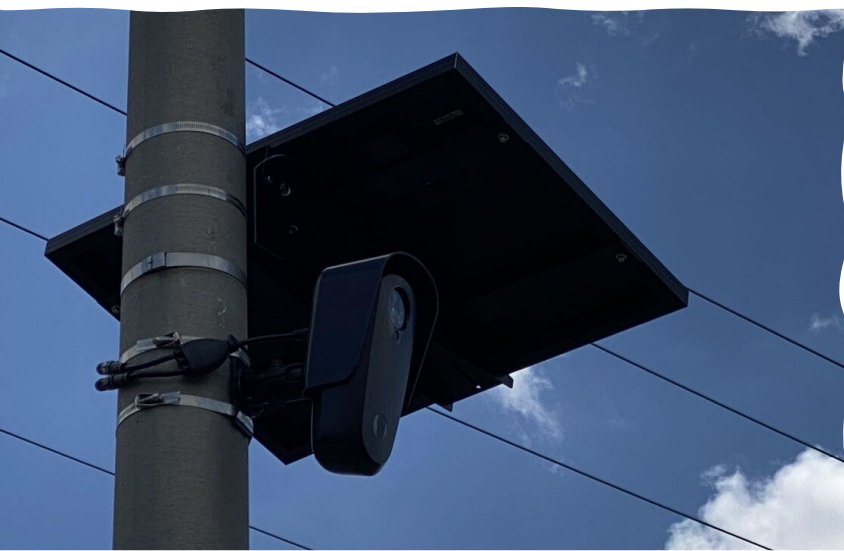
Dan Casabian, Chief of Police





Flock ALPR Cameras

- Solar powered HD ALPR Cameras
- Mount to existing infrastructure or standalone poles in public areas
- Activated by vehicle motion
- Run the vehicle against a Hotlist for wanted vehicles
- Search capability for investigations
- No facial recognition
- Not used for immigration enforcement
- 30-day retention





Current ALPR Camera Locations – 10 cameras

ALPR Uses

Criminal
Investigations

Immediately locate
and apprehend
wanted persons

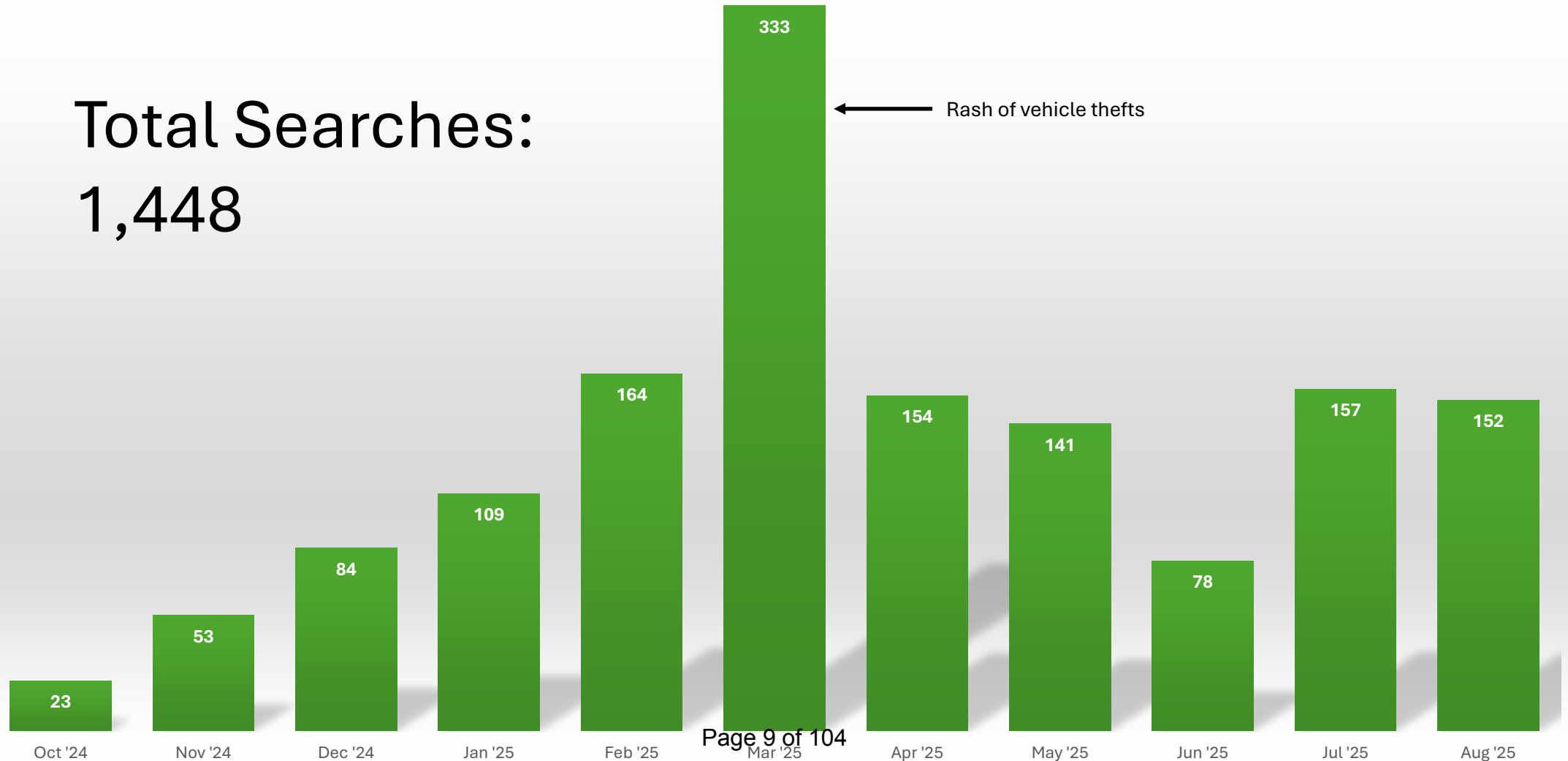
Missing persons

Reduce time spent
on false leads

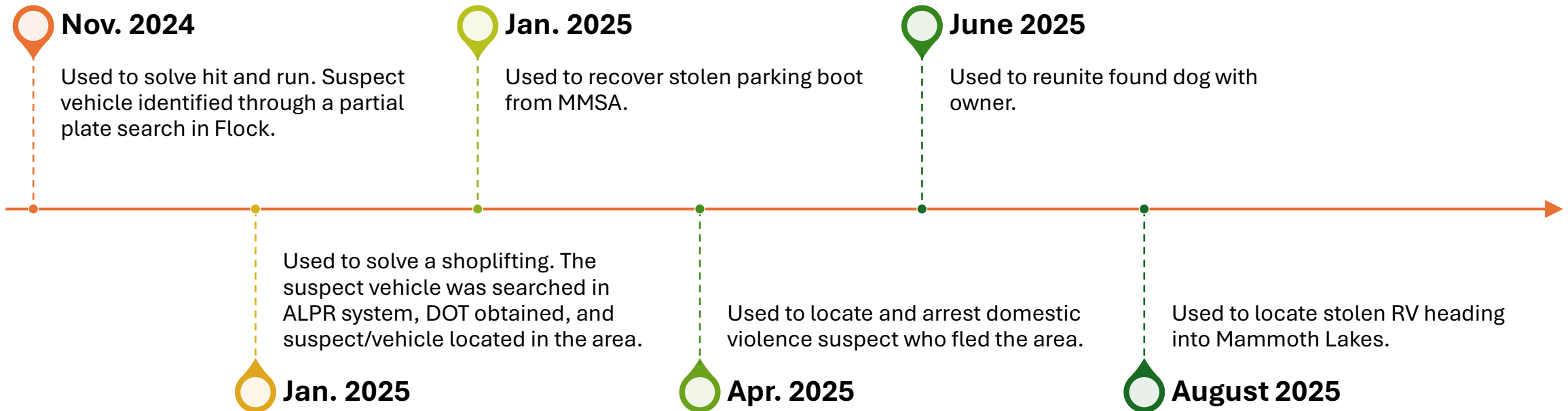
Ultimate goal is to
create a safer
community through
technology

MLPD ALPR Searches

Total Searches:
1,448



ALPR Success



⚠ Based on the current settings, this network will not be discoverable to other organizations, and will not be able to receive share requests.

Automatically Accept Requests To Share My Networks With LE Agencies Within

50 miles ▼

Enabling this preference will automatically accept any incoming request to share your camera data with Law Enforcement agencies, **exluding Federal organizations**, within the selected distance of your organization address.

These auto-accepted requests will not appear in your Requests Inbox, but they will appear in your Shared Networks table.This network-level preference can be overridden by other preferences.

☐ Disabled

Automatically Accept Requests To Share My Networks With LE Agencies **Within My State**

Enabling this preference will automatically accept any incoming request to share your camera data with Law Enforcement agencies, **exluding Federal organizations**, within your organization's state.

These auto-accepted requests will not appear in your Requests Inbox, but they will appear in your Shared Networks table.This network-level preference can be overridden by other preferences.

☐ Disabled

Make this Network Discoverable

Enabling this preference will make this network discoverable to Law Enforcement agencies,**exluding Federal organizations**, based on the selected distance, so that other organizations can request access to your camera

Allow these features to be automatically shared

☒ Search

☐ ...

MLPD Safeguards

- No sharing out of state
- All searches require a reason
- Robust MLPD Policy
- Local sharing requires documentation

Gunshot Detection / ALPR – Partnership MUSD – Cerro Coso – MCOE -MH

Gunshot
Detection

The diagram consists of two blue chevron arrows pointing from left to right. The first arrow contains the text 'Gunshot Detection'. The second arrow contains the text '3 additional ALPR cameras'. The background of the slide features a dark blue field with a pattern of small, light-colored dots.

3 additional
ALPR
cameras

Questions?



Town Council of Mammoth Lakes
Minutes of Regular Meeting

August 20, 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 4:00 p.m. in the Council Chamber, 437 Old Mammoth Road, Suite Z, Mammoth Lakes.

2. PLEDGE OF ALLEGIANCE

Councilmember Truax led the flag salute.

3. PUBLIC COMMENTS

Brianna Goico, President & CEO of the Mammoth Lakes Chamber of Commerce, gave an update regarding current Chamber activities.

Kim Anaclerio, Executive Director of Mammoth Lakes Recreation (MLR), introduced her two new MLR board members, Darlene Pascua and Heidi Kuznitz.

4. ADDITIONS TO THE AGENDA

There were no additions to the agenda.

5. TOWN COUNCIL PRESENTATIONS

5.1 Recognize retirement of Building Inspector/Plans Examiner Ron Haskins.

Community and Economic Development Director Nolan Bobroff thanked Mr. Haskins for his years of service.

6. INTRODUCTIONS

6.1 Introduce new Police Officer James Clark.

Police Chief Dan Casabian introduced new Police Officers Clark, Leach, and Madera to the Council and the community.

6.2 Introduce new Police Officer Emily Leach.

6.3 Introduce new Police Officer Rodolfo Madera.

7. WORKSHOP

7.1 Joint workshop with the Board of Mammoth Lakes Tourism to discuss the Economic Impact Study, Summer Stewardship, and Winter Air Service.

Mammoth Lakes Tourism (MLT) Board Members Cristi Quesada-Costa, Marybeth Ericson, Kirk Wallace, John Wentworth, and Chairman Pat Foster were in attendance.

Betsy Truax, MLT Vice President of Community Engagement, outlined information in the Economic Impact Study. There was discussion among members of Council, staff, and MLT staff.

Sarah Winter, MLT Vice President of Marketing, outlined information in the Summer Stewardship campaign. There was discussion among members of Council, staff, and MLT staff.

John Urdi, President & CEO of MLT, gave an update regarding air service. There was discussion among members of Council, staff, and MLT staff.

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

There were no reports given at this time.

9. PUBLIC PRESENTATIONS

9.1 California Department of Fish and Wildlife Summer Update.

Town Manager Rob Patterson introduced Michael Brown, California Department of Fish and Wildlife Environmental Scientist and Bear Researcher. Mr. Brown gave a presentation regarding black bears in the Eastern Sierra.

PUBLIC COMMENT:

John Eastman asked about the disappearance of the bears in Old Mammoth. He suggested that the Town Council form a working group to recommend actions to the Town Council regarding bear and wildlife management tactics.

Erin O'Malley said that tourism impacted wildlife. She asked questions regarding the use of traps and bait this season, the release of bears to local tribes, dumpster fines, and issuing fines at campgrounds.

Sumner Sole spoke about communication issues.

Dawn Vereuck asked about what prompted Fish and Wildlife to set bait and traps on private property. She read a portion of the General Plan and said that fines and penalties needed to be increased to deter human behavior.

Jennifer Valent asked about the relocation of bears and the monitoring of campgrounds in the evening. She said that the Town needed a wildlife officer.

Connie Moyer said that bear and wildlife issues should be addressed locally and not with Fish and Wildlife. She suggested that the Town hire Steve Searles.

Julie Rolfe said that Steve Searles was offered a contract by the Town for 6 months of work per year instead of 12 and he did not take it. She said that we needed better education when backpackers got their permits, from camp hosts at campgrounds, from hotel employees telling people to take food out of cars, and from condos managers managing their dumpsters.

Code Compliance Officer Richard Bellis, Mr. Brown, Russell Black, California Department of Fish and Wildlife Program Manager – Wildlife, Hatcheries & Fisheries, Town Manager Rob Patterson, and Office of Outdoor Recreation Manager Lawson Reif responded to questions from

members of the public during public comment. There was discussion among members of Council and staff.

The Mayor called a recess at 7:30 p.m. and the Council reconvened at 7:46 p.m.

10. CONSENT AGENDA

Moved by Councilmember Bill Sauser

Seconded by Councilmember John Wentworth

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)

10.1 Approve the minutes of the regular meeting of August 6, 2025.

10.2 Cancel the October 1, 2025 Town Council meeting, and direct the Town Clerk to notice such cancellation.

10.3 Accept the 2024 Community Indicators Report.

This item was continued to a future meeting.

10.4 Approve the resolution authorizing the temporary closure of Town roads for special events.

10.5 Approve findings to continue the authorized emergency replacement of the Whitmore Pool roof as provided for in Resolution No. 25-47.

10.6 Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution No. 25-48.

10.7 Accept Check Register 7/31/25 in the amount of \$1,644,127.31. Accept Check Register 8/6/25 in the amount of \$9,251.00. Accept Check Register 8/7/25 in the amount of \$780,279.33.

11. POLICY MATTERS

11.1 Approve the letter of public comment from the Town Council regarding the proposed Reorganization of the United States Forest Service.

Town Manager Rob Patterson and Office of Outdoor Recreation Manager Lawson Reif outlined the information in the staff report. There was discussion among members of Council and staff.

PUBLIC COMMENT:

Sandy Hogan thanked the Council for sending the letter and said she would be sending one as well.

Moved by Councilmember John Wentworth

Seconded by Councilmember Bill Sauser

The Town Council provided edits and feedback to be used to provide Council approved 'public comment' on the proposed reorganization of the Department of Agriculture, with a focus on the US Forest Service.

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

Carried (5 to 0)

11.2 Consider the second amendment to the professional services agreement with DTA for the preparation of a Development Impact Fee and Housing Fee Nexus Study.

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

Moved by Councilmember Bill Sauser

Seconded by Councilmember John Wentworth

Approve the resolution authorizing the second amendment to the professional services agreement with DTA to increase the agreement amount by \$25,000 to \$195,000, extend the term to June 30, 2026, and to make minor revisions to the scope of work.

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

Carried (5 to 0)

11.3 Ordinance to Renew the Town's Military Equipment Use Policy.

Town Attorney Andrew Morris outlined the information in the staff report.

Moved by Councilmember John Wentworth

Seconded by Councilmember Brent Truax

Waive the reading and introduce by title only the ordinance renewing the Town's Military Equipment Use Policy pursuant to Government Code Section 7071 (AB 481).

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

Carried (5 to 0)

11.4 Rescission of the approval of UPA 23-002 for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road.

Community and Economic Development Director Nolan Bobroff 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

Adopt a resolution rescinding the approval of Use Permit (UPA) 23-002 and vacating the CEQA Notice of Exemption for the construction of an 80-foot tall "stealth monopine" cell tower located at 1574 Old Mammoth Road.

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

Carried (5 to 0)

12. COUNCILMEMBER REPORTS

Councilmember Sauser attended the Town County Liaison Committee meeting, the Local Transportation Commission meeting, and the Town employee appreciation barbeque at Whitmore Pool.

Mayor Pro Tem Rice announced that school started today.

Councilmember Wentworth announced the upcoming Sierra Institutes Shindig and upcoming meetings regarding Sierra Jobs.

13. CLOSED SESSION

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

This item was continued to a future meeting.

14. ANNOUNCEMENT OF ACTION TAKEN AFTER CLOSED SESSION

15. ADJOURNMENT

The Council adjourned the meeting at 8:25 p.m.

Jamie Gray, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Update and End Emergency Work Authorization, Provided for in Resolution 25-47, for the Replacement of the Whitmore Pool Roof

Council Meeting Date: 9/3/2025

Prepared by: Riley Griesenbeck, Facilities and Asset Manager

Recommended Motion: Approve findings to end the emergency work authorization, provided for in Resolution 25-47, for the replacement of the Whitmore Pool roof. This action requires a 4/5ths vote.

Summary: The Whitmore Pool roof was damaged on May 13th, 2025, by a severe wind event. On July 16th, 2025, the Council adopted Resolution 25-47 authorizing the emergency replacement of this roof through the procurement of the necessary materials, equipment, and services for the repair without a competitive bidding process. On July 17th, 2025, the Contractor's contract was executed and the materials needed for this replacement were ordered. Materials were delivered to the Contractor on August 8th, 2025. The Contractor began the work of removing and replacing the existing roof on Monday, August 18th, 2025 and completed the replacement on Wednesday, August 20th, 2025. The need for the work authorized by Resolution 25-47 is no longer necessary. A copy of the resolution is attached here for reference. A formal project closeout report will be presented to Council during the September 17th, 2025 Town Council meeting.

RESOLUTION 25-47

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDING A CONTRACT FOR REPAIR OF THE WIND-DAMAGED WHITMORE POOL ROOF WITHOUT COMPETITIVE BIDDING

WHEREAS, California law generally requires the Town to award contracts for “public projects” in excess of \$1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to “repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts” if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, the Mammoth Lakes Whitmore Pool experienced extreme and unexpected damage due to a wind event on May 13th, 2025; and

WHEREAS, the wind event caused significant damage to Town facilities and infrastructure including asphalt shingles, drip edge, fascia and other building components; and

WHEREAS, the Town Council finds that as a result of the wind-caused damage to the Mammoth Lakes Whitmore Pool and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on July 16, 2025, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public facilities and infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services, and supplies for those purposes, without a competitive bidding process.

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

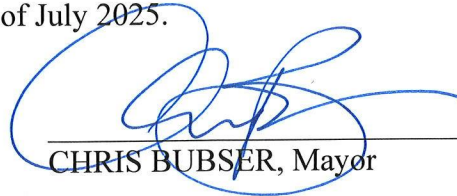
Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager and Public Works Director to contract for repairs to the Mammoth Lakes Whitmore Pool damaged by a wind event on May 13th, 2025, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repairs, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Clerk shall certify as to the adoption of this resolution.

APPROVED AND ADOPTED this 16th day of July 2025.



CHRIS BUBSER, Mayor

ATTEST:



JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 25-47 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 16th day of July 2025, by the following vote:


AYES: Councilmembers Sauser, Truax, Wentworth, Mayor Pro Tem Rice,
 and Mayor Bubser

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution No. 25-48.

Council Meeting Date: 9/3/2025

Prepared by: Riley Griesenbeck, Facilities and Asset Manager

Recommended Motion: Approve findings to continue the authorized emergency installation of an aboveground waste oil tank as provided for in Resolution 25-48. This action requires a 4/5ths vote.

Summary: At the Town Yard, located at 299 Commerce Drive, the Town operates an underground waste oil storage tank. This tank is currently out of compliance with numerous sections of the California State Health and Safety Code. Staff were notified about these violations by the Mono County Office of Environmental Health on December 9th, 2024, which listed a total of 6 class 2 violations associated with this tank. The Town, in discussions with Mono County Office of Environmental Health and contractors, determined that the best solution to remedy the violations and maintain the high level of service at the mechanic yard is to install an indoor, above-ground waste oil storage tank and decommission the existing underground tank. On July 16th, 2025, the Council adopted Resolution 25-48 authorizing the emergency installation of this aboveground waste oil tank and temporary decommissioning of the current, out of compliance, underground waste oil storage tank through the procurement of the necessary materials, equipment, and services for the scope of work without a competitive bidding process. On July 17th, 2025, the Contractor's contract was executed and the materials needed for this replacement were ordered. Estimated delivery of these materials is by September 19th, 2025, with site preparation work to occur prior to equipment delivery and installation and commissioning to occur directly after delivery. The Mono County Office of Environmental Health issued an approved permit for this work on August 20th, 2025. The need for the work authorized by Resolution 25-48 continues to be necessary. A copy of the resolution is attached here for reference.

RESOLUTION 25-48

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MAMMOTH LAKES, STATE OF CALIFORNIA, FINDING THAT EMERGENCY CIRCUMSTANCES JUSTIFY AWARDED A CONTRACT FOR INSTALLATION OF AN ABOVE-GROUND WASTE OIL STORAGE TANK AND DECOMMISSIONING OF EXISTING, NONCOMPLIANT UNDERGROUND STORAGE TANK

WHEREAS, California law generally requires the Town to award contracts for “public projects” in excess of \$1,000 to the lowest bidder after the completion of a competitive bidding process; and

WHEREAS, Public Contract Code Section 20168 provides that in case of emergency the Town Council may pass a resolution by a four-fifths vote declaring that the public interest and necessity demand the immediate expenditure of Town funds to safeguard life, health, or property, and that if such a resolution is adopted the Town may expend any sum required in the emergency without complying with competitive bidding requirements; and

WHEREAS, Public Contract Code Section 22050 authorizes the Town Council, with a four-fifths vote, to “repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts” if the Town Council finds, based upon substantial evidence, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

WHEREAS, the existing underground waste oil storage tank at the Mammoth Lakes Town Yard is out of compliance with state and county health and safety codes; and

WHEREAS, the existing storage tank must be removed and replaced with an aboveground storage tank to bring the Town of Mammoth Lakes into compliance with state and county health and safety codes; and

WHEREAS, the Town Council finds that due to the current noncompliance of the waste oil storage tank and pursuant to Public Contract Code Section 20168 the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, safety, and property in the Town of Mammoth Lakes; and

WHEREAS, the Town Council finds that based on substantial evidence, including without limitation the staff report presented to the Town Council on July 16, 2025, pursuant to Public Contract Code Section 22050, the emergency will not permit a delay resulting from a competitive solicitation for bids, and that responding to the emergency requires repair of public facilities and infrastructure, other directly related and immediate actions, and procurement of the necessary equipment, services, and supplies for those purposes, without a competitive bidding process.

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

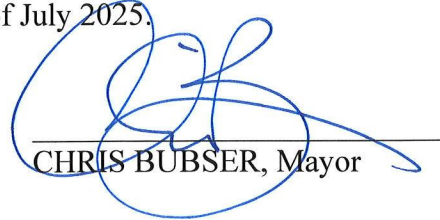
Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. The Town Council hereby directs and authorizes the Town Manager and Public Works Director to contract for installation of an aboveground waste oil storage tank and appurtenant fixtures, to take any directly related action, and to procure the necessary equipment, services, and supplies for the repairs, without a competitive bidding process.

Section 3. Pursuant to Public Contract Code Section 22050, the Town Council shall review the emergency action authorized by this resolution at its next regular meeting and at each regular meeting thereafter until the emergency repair work is complete, to determine, by a four-fifths vote, that there is a need to continue the action.

Section 4. The Town Clerk shall certify as to the adoption of this resolution.

APPROVED AND ADOPTED this 16th day of July 2025.


CHRIS BUBSER, Mayor

ATTEST:


JAMIE GRAY, Town Clerk

STATE OF CALIFORNIA)
COUNTY OF MONO) ss.
TOWN OF MAMMOTH LAKES)

I, JAMIE GRAY, Town Clerk of the Town of Mammoth Lakes, DO HEREBY CERTIFY under penalty of perjury that the foregoing is a true and correct copy of Resolution No. 25-48 adopted by the Town Council of the Town of Mammoth Lakes, California, at a meeting thereof held on the 16th day of July 2025, by the following vote:


AYES: Councilmembers Sauser, Truax, Wentworth, Mayor Pro Tem Rice,
 and Mayor Bubser

NOES: None

ABSENT: None

ABSTAIN: None

DISQUALIFICATION: None



JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Approve the resolution authorizing the Town Manager to accept the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant award for development of a Climate Action and Adaptation Plan.

Council Meeting Date: 9/3/2025

Prepared by: Pam Kobylarz, Assistant to the Town Manager

Recommended Motion: Approve the resolution authorizing the Town Manager to accept the California Department of Transportation (Caltrans) Sustainable Transportation Planning Grant Award for development of a Climate Action and Adaptation Plan.

Summary:

In January 2025, Town staff applied for a climate adaptation planning grant through Caltrans for the purpose of developing a Climate Adaptation and Action Plan (CAAP). In July, the Town was informed that our application was selected for grant funding. The Town will receive \$200,000 to develop a CAAP. The Town of Mammoth Lakes is required to provide a cash match of 11.47% (approximately \$25,807) toward the total cost of the project.

Among municipalities in California, the Town of Mammoth is in a uniquely vulnerable position with regard to climate change. The Town's isolated and remote geography further exacerbate our vulnerability. The Town of Mammoth Lakes is only connected to the rest of the state by two paved roads (State Route 203 and the Mammoth Scenic Loop). The CAAP will help the Town address these vulnerabilities, and plan for adding resilience to our transportation and other infrastructure. This plan will tie into existing work that has already been completed on the General Plan Safety Element, Local Hazard Mitigation Plan (LHMP) and Community Wildlife Protection Plan.

The Climate Adaptation Plan will also help the Town meet the State's ambitious greenhouse gas (GHG) and vehicle miles traveled (VMT) reduction targets. The plan will apply the expertise and knowledge of a consultant to suggest mitigation strategies the Town could use to meet these goals. The plan will help inform the Town on policy changes that will put the Town on the path to meeting the state's net-zero GHG goal in 2045. The plan will also help the Town towards a path to meeting the State's 20% VMT reduction goal by 2030. This plan will tie into existing work including the Town's 2019-2027 Housing Element, the Town's Walk Bike Ride Action Plan and Eastern Sierra Transit Authority's (ESTA's) Short Range Transit Plan.

Town Council action is needed to accept the grant award, before we can move forward with this project.

RESOLUTION NO. 25-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MAMMOTH LAKES, STATE OF CALIFORNIA,
AUTHORIZING THE TOWN MANAGER TO ACCEPT THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE
TRANSPORTATION PLANNING GRANT AWARD**

WHEREAS, the Town of Mammoth Lakes is eligible to receive Federal and or State funding for certain transportation planning related plans, through the California Department of Transportation (Caltrans); and

WHEREAS, the Town of Mammoth Lakes desires to develop a Climate Action and Adaptation Plan (CAAP) to prepare the Town to mitigate its emissions and adapt to the effects of climate change; and

WHEREAS, the Town of Mammoth Lakes applied for and was awarded the Caltrans Sustainable Transportation Planning Grant for development of a CAAP; and

WHEREAS, the Town of Mammoth Lakes is committed to provide a cash match of 11.47% (approximately \$25,807) toward the total cost of the project.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Mammoth Lakes authorizes the Town Manager or designee to enter into a contract with Caltrans to accept award of the Sustainable Transportation Planning Grant for development of a CAAP and to execute any contracts or agreements thereto with the California Department of Transportation.

The foregoing Ordinance was **PASSED AND APPROVED** on the 3rd day of September 2025.

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

Mammoth Lakes Town Council Agenda Action Sheet

Title: Waive the Reading and Adopt by Title Only the Ordinance Renewing the Town's Military Use Policy for 2025.

Council Meeting Date: 9/3/2025

Prepared by: Daniel Casabian, Chief of Police

Recommended Motion: The Mammoth Lakes Police Department recommends Town Council waive the reading and adopt by title only the Ordinance renewing the Military Equipment Use Policy Pursuant to Government Code Section 7071.

Summary: On September 30, 2021, the Governor of the State of California approved Assembly Bill 481 requiring law enforcement agencies to obtain approval from the applicable governing body (Town Council) to use any equipment defined as military equipment by AB 481 by adopting a military equipment use policy. AB 481 declares the public has a right to know about any funding, acquisition, or use of military equipment as well as a right to participate in the decision to fund, acquire, or use such equipment. The Mammoth Lakes Police Department is committed to adopting internal processes related to the funding, acquisition, and use of defined military equipment as codified by Government Code sections § 7070, § 7071, and § 7072, which can be found here: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=7.&title=1.&part=&chapter=12.8.&article=

AB 481 outlines fifteen categories of equipment that is defined as “military equipment,” ranging from remote piloted drone or robotic equipment to simunition firearms used only for training purposes. Of these fifteen categories of equipment, the Mammoth Lakes Police Department acquires and has available for use three of the fifteen categories of equipment – two of the three categories of equipment are primarily or solely used for wildlife diversion (Pepperball Launcher and Munitions, Bean-Bag Shotguns and Rounds, Rubber Slugs). The third category of equipment the Mammoth Lakes Police Department has is an unarmed drone. The MLPD would like to add equipment to the category of projectile launch platforms and their associated munitions by purchasing eight (8) Defense Technology 40mm less lethal launchers, and associated impact sponge munitions plus training munitions, for the purpose of replacing existing less lethal shotguns.

ATTACHMENTS:

Military Equipment Ordinance 2025

Annual Report of Military Equipment Use and Inventory 2025

MLPD Military Equipment Policy 706

ORDINANCE 2025-

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

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

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

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

WHEREAS, the Mammoth Lakes Police Department seeks to purchase eight (8) 40mm less lethal launchers and munitions, which are defined as "military equipment" under Government Code Section 7070; and

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

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

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

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

Section 1. The recitals above are incorporated herein.

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

- (A) The military equipment listed in the table in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
- (B) The Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

- (C) When and if replacement items are purchased for the items of military equipment listed in the table in the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
- (D) Prior use by the Mammoth Lakes Police Department of items now classified as “military equipment” by Government Code Section 7070 complied with the military equipment use policy that was in effect at the time.

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

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

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

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

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

The foregoing ordinance was introduced at a regular meeting of the Mammoth Lakes Town Council held on the 20th day of August 2025 and adopted at a regular meeting of the Mammoth Lakes Town Council, on the 3rd day of September 2025.

CHRIS BUBSER, Mayor

ATTEST:

JAMIE GRAY, Town Clerk

MLPD Military Equipment Use Annual Update 2025

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

The Mammoth Lakes Police Department owns pepperball launchers and munitions, beanbag shotguns and rounds, and rubber slugs which are defined as “military equipment” under Code Section 7070. All these items were used for non-lethal wildlife diversion. The department responded to 90 bear-related calls for service from July 1, 2024, to June 30, 2025. Wildlife diversion tactics are used on these calls to condition bears away from problem areas such as campgrounds and residences where they have become accustomed to gaining an easy meal. The department is now looking to acquire (8) Defense Technology 40mm less lethal projectile launchers, also known as kinetic energy weapons, including accessories and munitions. 40mm launchers are utilized by department personnel as a tool to deploy less lethal, impact sponge munitions. Kinetic energy weapons and munitions may be used as an option to de-escalate potentially dangerous or deadly situations. The 40mm launchers will also replace the department’s existing less lethal shotguns.

MLPD also owns one unarmed drone with a camera known as an Unmanned Aircraft System (UAS). The UAS was not deployed from July 1, 2024, to June 30, 2025, due to staffing shortages. However, the UAS will be utilized in 2025 to survey for illegal campfires using new infrared software.

As of June 30, 2025, MLPD has received no complaints or concerns regarding our use of military equipment. Additionally, the department has had no internal audits or violations of the military equipment use policy.

The total annual cost for each type of military equipment is detailed on the graph below. Funds to purchase pepperball munitions, shotgun bean-bag rounds, rubber slug rounds, and the 40mm launcher with munitions are allocated from the Town of Mammoth Lakes Annual Budget under the Mammoth Lakes Police Department’s Firearms account. Annual maintenance on pepperball launchers, bean-bag shotguns, 40mm launchers, and the UAS are covered by the Contractual Services account. The quantity possessed and the quantity sought for each type of military equipment in the next year is also detailed on the graph below.

AB481 Military Equipment Inventory 2025

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGAL RULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
Pepperball Launcher	Existing: 3	Less Lethal Force Option	5-8 Years	Pepperball Inc.	Less Lethal Force Compliance Wildlife Diversion	Initial: N/A Yearly: \$200 (Maintenance)	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Pepperball Munitions	Existing: 25 Sought: 1500	Less Lethal Force Option	3 Years	Pepperball Inc.	Less Lethal Force Compliance Wildlife Diversion	Initial: \$1290 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Bean-Bag Shotguns	Existing: 4	Less Lethal Force Option	30,000 Rounds	Remington	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: \$250 Maintenance	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Shotgun Bean-Bag Round	Existing: 59 Sought: 100	Less Lethal Force Option	5 Years	Defense Technology Corporation	Less Lethal Force Compliance Wildlife Diversion	Initial: \$500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Rubber Slugs Round	Existing: 67 Sought: 100	Less Lethal Force Option	5 Years	Lightfield	Less Lethal Force Compliance Wildlife Diversion	Initial: \$2500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
DJI Matrice 30T (Drone)	Existing: 1	Drone – Remote Piloted	2-5 Years	DJI Technologies	Enhance MLPD's Mission of Protection of Lives and Property	Initial: \$N/A Yearly: \$2,780	Federal Aviation Administration Regulations	Initial Pilot Training and Routine In-House Training	Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration	MLPD Policy 1010
40mm Less Lethal Launcher w/Folding Stock Conversion Kit & Rogers Super-Stock Caddy	Existing: 0 Sought: 8	Less Lethal Force Option	10 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: \$12,640 Yearly: \$400	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGAL RULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
40mm Smokeless Powder Exact Impact Sponge Round #6325	Existing: 0 Sought: 50	Less Lethal Force Option	5 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: \$1329.50 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
40mm Extended Range Sponge Round #6325LE	Existing: 0 Sought: 10	Less Lethal Force Option	5 Years	Defense Technology	Less Lethal Force Compliance Wildlife Diversion	Initial: \$290.00 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Exact Impact 40mm Reloadable 24-shot Training Kit	Existing: 0 Sought: 3	Training for Less Lethal Force Option	5 Years	Defense Technology	Training for Less Lethal Force Compliance Wildlife Diversion	Initial: \$1179.72 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Direct Impact LE Extended Range 40mm Reloadable 50shot Training Kit	Existing: 0 Sought: 1	Training for Less Lethal Force Option	5 Years	Defense Technology	Training for Less Lethal Force Compliance Wildlife Diversion	Initial: \$302.47 Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010

Military Equipment

706.1 PURPOSE AND SCOPE

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

706.1.1 DEFINITIONS

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

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

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

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

Mammoth Lakes Police Department

Mammoth Lakes PD Policy Manual

Military Equipment

706.2 POLICY

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

706.3 MILITARY EQUIPMENT COORDINATOR

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

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

706.4 MILITARY EQUIPMENT INVENTORY

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

See attachment: [MLPD AB 481 equipment list.pdf](#)

The Department shall not obtain any military equipment other than direct replacements for items in the attached list without obtaining specific authorization from the Town Council for the acquisition of such items

Mammoth Lakes Police Department

Mammoth Lakes PD Policy Manual

Military Equipment

706.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

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

706.6 COORDINATION WITH OTHER JURISDICTIONS

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

706.7 ANNUAL REPORT

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

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

706.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which

Mammoth Lakes Police Department

Mammoth Lakes PD Policy Manual

Military Equipment

the Department shall discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

Attachments

MLPD AB 481 equipment list.pdf

DESCRIPTION (Military Item Per AB 481)	QUANTITY (Sought or Possessed)	CAPABILITIES	EXPECTED LIFESPAN	PRODUCT DESCRIPTION (MANUFACTURER)	PURPOSE (AUTHORIZED USE)	FISCAL IMPACT (INITIAL & YEARLY)	LEGAL RULES	TRAINING (REQUIREMENTS)	COMPLIANCE (OVERSIGHT)	COMPLAINT PROCEDURE
Pepperball Launcher	Existing: 3	Less Lethal Force Option	5-8 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: \$200 (Maintenance)	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Pepperball Munitions	Existing: 130 Sought: 750	Less Lethal Force Option	3 Years	Pepperball Inc.	Less Lethal force Compliance Wildlife Diversion	Initial: \$1290 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Bean-Bag Shotguns	Existing: 4	Less Lethal Force Option	30,000 Rounds	Remington	Less Lethal force Compliance Wildlife Diversion	Initial: N/A Yearly: \$250 Maintenance	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Shotgun Bean-Bag Round	Existing: 94 Sought: 100	Less Lethal Force Option	5 Years	Defense Technology Corporation	Less Lethal Force Compliance Wildlife Diversion	Initial: \$500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
Rubber Slugs Round	Existing: 95 Sought: 500	Less Lethal Force Option	5 Years	Lightfield	Less Lethal Force Compliance Wildlife Diversion	Initial: \$2500 (Re-Stock) Yearly: N/A	835a PC & Federal and State Case Law	California Peace Officers Standards & Training Certified Less Lethal Instructor led Training	Use of Force Review, Internal Affairs Investigation - Policy 1010	MLPD Policy 1010
DJI Matrice 30T (Drone)	Existing: 1	Drone – Remote Piloted	2-5 Years	DJI Technologies	Enhance MLPD's Mission of Protecting of Lives and Property	Initial: \$15,000 Yearly: \$4,000	Federal Aviation Administration Regulations	Initial Pilot Training and Routine In-House Training	Team Supervisor Oversight / Monthly Reporting to Federal Aviation Administration	MLPD Policy 1010

Report Criteria:

Report type: Invoice detail

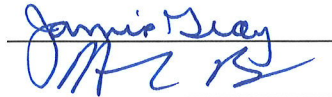
Check.Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
A BETTER FIREPLACE								
08/14/2025	113766	50	19346	A BETTER FIREPLACE	100-440-44500	PELLET STOVE PROG	2,000.00	08/25
Total A BETTER FIREPLACE:							2,000.00	
ALPINE PAINT								
08/14/2025	81425000	M0274909	5517	ALPINE PAINT	100-464-42007	SUPPLIES	31.51	08/25
Total ALPINE PAINT:							31.51	
ASSUREDPARTNERS								
08/14/2025	81425001	2507-81578	18996	ASSUREDPARTNERS	220-471-43106	2025 GLAP RENEWAL	20,350.00	08/25
Total ASSUREDPARTNERS:							20,350.00	
AVIATION INSIGHTS, LLC								
08/14/2025	81425002	24	19188	AVIATION INSIGHTS, L	220-471-43031	2025-MAY-JULY PROFE	2,700.00	08/25
Total AVIATION INSIGHTS, LLC:							2,700.00	
CALIFORNIA BROADBAND COOP (CBC)								
08/14/2025	113767	20000082329	10416	CALIFORNIA BROADB	100-418-43404	JULY 2025	2,712.07	08/25
Total CALIFORNIA BROADBAND COOP (CBC):							2,712.07	
CALIFORNIA BUILDING STANDARDS COMMISSION								
08/14/2025	113768	APR-JUN 2025	8665	CALIFORNIA BUILDING	100-000-20072	CA BLD STD	561.60	08/25
Total CALIFORNIA BUILDING STANDARDS COMMISSION:							561.60	
CALIFORNIA CONSULTING, INC.								
08/14/2025	81425003	7177	19212	CALIFORNIA CONSULT	100-416-43031	GRANT WRITING	4,250.00	08/25
Total CALIFORNIA CONSULTING, INC.:							4,250.00	
CHUCK VILLAR CONSTRUCTION INC.								
08/14/2025	81425004	29218	7277	CHUCK VILLAR CONS	210-450-43031	ROAD BASE/RAW MAT	3,181.41	08/25
Total CHUCK VILLAR CONSTRUCTION INC.:							3,181.41	
COLORADO ASSOCIATION OF SKI TOWNS								
08/14/2025	113769	2059	19172	COLORADO ASSOCIAT	100-413-43110	MEMBERSHIP DUES 2	800.00	08/25
Total COLORADO ASSOCIATION OF SKI TOWNS:							800.00	
COSTELLO, CHRISTOPHER								
08/14/2025	113770	06152025	19871	COSTELLO, CHRISTO	220-471-42030	BEE REMOVAL	150.00	08/25
Total COSTELLO, CHRISTOPHER:							150.00	
DEPT OF CONSERVATION, DIV OF ADMIN SVCS								
08/14/2025	113771	APR-JUN 2025	3045	DEPT OF CONSERVATI	100-000-20071	STRONG MOTION FEE	1,636.68	08/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total DEPT OF CONSERVATION, DIV OF ADMIN SVCS:							1,636.68	
DIVISION OF THE STATE ARCHITECT								
08/14/2025	113772	SB1186 JULY 2	10063	DIVISION OF THE STA	100-000-20073	SB1186 DISABILITY AC	48.80	08/25
Total DIVISION OF THE STATE ARCHITECT:							48.80	
DIY HOME CENTER								
08/14/2025	113773	162865	5476	DIY HOME CENTER	210-450-42002	MAINT SUPPLIES	62.05	08/25
08/14/2025	113773	166192	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	9.69	08/25
08/14/2025	113773	166199	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	11.63	08/25
08/14/2025	113773	166366	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	46.40	08/25
08/14/2025	113773	166582	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	6.78	08/25
08/14/2025	113773	166789	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	4.81	08/25
08/14/2025	113773	166930	5476	DIY HOME CENTER	220-471-42007	MAINT SUPPLIES	51.34	08/25
Total DIY HOME CENTER:							192.70	
HIGH COUNTRY LUMBER								
08/14/2025	113774	92587	830	HIGH COUNTRY LUMB	210-450-45224	SUPPLIES/RAW MATE	19.80	08/25
08/14/2025	113774	93283	830	HIGH COUNTRY LUMB	210-450-42022	SUPPLIES	57.80	08/25
08/14/2025	113774	93364	830	HIGH COUNTRY LUMB	220-471-42007	PARTS/SUPPLIES	85.40	08/25
Total HIGH COUNTRY LUMBER:							163.00	
LEMUS, BRIAN								
08/14/2025	113775	07302025	19130	LEMUS, BRIAN	210-450-43031	PER DIEM	81.00	08/25
Total LEMUS, BRIAN:							81.00	
MONO COUNTY HEALTH DEPT.								
08/14/2025	113776	IN0017726	2922	MONO COUNTY HEAL	100-434-43031	WHITMORE POOL	340.00	08/25
Total MONO COUNTY HEALTH DEPT.:							340.00	
POTTERS INDUSTRIES LLC								
08/14/2025	113777	91453380	19196	POTTERS INDUSTRIE	210-450-42025	SAFETY MARKING SP	1,679.92	08/25
Total POTTERS INDUSTRIES LLC:							1,679.92	
SHEET, THE								
08/14/2025	113778	12583	6678	SHEET, THE	100-413-43130	06/25-DYK	234.00	08/25
08/14/2025	113778	12635	6678	SHEET, THE	100-440-43130	06/25-ADVERT	320.00	08/25
Total SHEET, THE:							554.00	
SIERRA BUSINESS PARK OWNERS ASSOC.								
08/14/2025	113779	AUGUST 2025	18782	SIERRA BUSINESS PA	205-490-43404	08/25-LOTS 36 & 37	3,090.28	08/25
Total SIERRA BUSINESS PARK OWNERS ASSOC.:							3,090.28	
SNAP-ON TOOLS								
08/13/2025	113595	06102533127	18942	SNAP-ON TOOLS	210-454-46200	TOOLS	214.96-	08/25
Total SNAP-ON TOOLS:							214.96-	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
TITUS TOOLS LLC								
08/14/2025	113780	06102533127	19153	TITUS TOOLS LLC	210-454-46200	TOOLS	214.96	08/25
Total TITUS TOOLS LLC:							214.96	
USDA FOREST SERVICE								
08/14/2025	113781	3005423122	9079	USDA FOREST SERVI	215-511-43031	MAMMOTH LAKES RE	70,000.00	08/25
Total USDA FOREST SERVICE:							70,000.00	
WHITEBARK INSTITUTE								
08/14/2025	81425005	202535	19392	WHITEBARK INSTITUT	300-531-43031	ECOLOGICAL THINNIN	267,626.00	08/25
Total WHITEBARK INSTITUTE:							267,626.00	
WILLDAN								
08/14/2025	113782	002-35307	18417	WILLDAN	100-442-43031	PLAN REVIEW - 6060	882.10	08/25
Total WILLDAN:							882.10	
Grand Totals:							383,031.07	

Signature: Jamie Gray



Date 8/18/25

Signature: Nolan Bobroff



Date 8-18-2025

Signature: Megan Chapman



Date 8/18/25

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

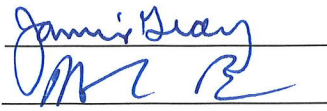
Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
ALLDATA CORP								
08/15/2025	113783	101328061 202	4288	ALLDATA CORP	210-454-43110	SUBSCRIPTION 25/26	1,500.00	08/25
Total ALLDATA CORP:							1,500.00	
BY MONNEY, INC. DBA PRINT FELLOWS								
08/15/2025	113784	2838	19780	BY MONNEY, INC. DBA	100-413-42030	VEHICLE DECAL	456.00	08/25
Total BY MONNEY, INC. DBA PRINT FELLOWS:							456.00	
CALIF JOINT POWERS INSURANCE AUTHORITY								
08/15/2025	113785	PROP00065	1468	CALIF JOINT POWERS	100-416-43106	2025/26 PROPERTY IN	248,458.00	08/25
Total CALIF JOINT POWERS INSURANCE AUTHORITY:							248,458.00	
GRANITE DATA SOLUTIONS								
08/15/2025	113786	IN100434	18359	GRANITE DATA SOLUT	100-418-48800	PARTS/SUPPLIES	692.37	08/25
Total GRANITE DATA SOLUTIONS:							692.37	
Grand Totals:							251,106.37	

Signature: Jamie Gray



Date 8/18/25

Signature: Nolan Bobroff



Date 8-18-25

Signature: Megan Chapman



Date 8/18/25

Report Criteria:

Report type: Invoice detail

Check Type = {<>} "Adjustment"

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
AMERIGAS								
08/21/2025	113803	3179915954	6982	AMERIGAS	210-456-43404	299 COMMERCE	738.77	08/25
08/21/2025	113803	3179957242	6982	AMERIGAS	100-420-43404	POLICE DEPT	193.84	08/25
08/21/2025	113803	3180008754	6982	AMERIGAS	100-434-43404	POOL	447.95	08/25
08/21/2025	113803	3180213661	6982	AMERIGAS	100-434-43404	POOL	508.33	08/25
08/21/2025	113803	3180263463	6982	AMERIGAS	100-434-43404	POOL	316.01	08/25
08/21/2025	113803	3179071593/20	6982	AMERIGAS	100-434-43404	07/25-POOL	220.53	08/25
08/21/2025	113803	3179881408	6982	AMERIGAS	100-434-43404	POOL	645.70	08/25
08/21/2025	113803	317915430	6982	AMERIGAS	858-436-43404	ICE RINK	1,619.83	08/25
08/21/2025	113803	3179915953	6982	AMERIGAS	100-438-43404	07/25-ESTA BLDG-GE	28.76	08/25
08/21/2025	113803	317996915/20	6982	AMERIGAS	100-464-43404	07/25-128 TAVERN #A3	59.30	08/25
08/21/2025	113803	3179333555	6982	AMERIGAS	100-434-43404	07/25-POOL	637.01	08/25
08/21/2025	113803	3179413806	6982	AMERIGAS	100-434-43404	07/25-POOL	726.87	08/25
08/21/2025	113803	3179699424	6982	AMERIGAS	100-434-43404	07/25-POOL	881.16	08/25
08/21/2025	113803	3179099325	6982	AMERIGAS	100-464-43404	07/25-TOWN(U)	14.32	08/25
08/21/2025	113803	3179909315	6982	AMERIGAS	100-464-43404	07/25-TOWN(T)	17.74	08/25
08/21/2025	113803	3179909316	6982	AMERIGAS	100-464-43404	07/25-TOWN(T)	14.32	08/25
08/21/2025	113803	3179909319	6982	AMERIGAS	100-464-43404	7/25-100 COLLEGE PK	14.32	08/25
08/21/2025	113803	3179909320	6982	AMERIGAS	100-464-43404	07/25-(MAIN/R)	14.32	08/25
08/21/2025	113803	3179909322	6982	AMERIGAS	100-464-43404	07/25-TOWN(S-1)	14.32	08/25
08/21/2025	113803	3179909324/20	6982	AMERIGAS	100-464-43404	07/25-TOWN(T-1)	18.83	08/25
08/21/2025	113803	3179909327	6982	AMERIGAS	100-464-43404	07/25-TOWN(COUNCIL	14.32	08/25
Total AMERIGAS:							7,146.55	
ANDREW J. MORRIS,ATTORNEYAT LAW								
08/21/2025	81425000	JULY 2025	10439	ANDREW J. MORRIS,A	100-412-43031	07/25-PWM/E	8,474.20	08/25
Total ANDREW J. MORRIS,ATTORNEYAT LAW:							8,474.20	
ARROW LIFT OF CALIFORNIA								
08/21/2025	81425001	P-SI24949	19760	ARROW LIFT OF CALIF	858-436-43404	CRC	300.00	08/25
Total ARROW LIFT OF CALIFORNIA:							300.00	
AT&T								
08/21/2025	113804	7/25-8983	1447	AT&T	100-420-43404	07/25-TOWN	80.96	08/25
Total AT&T:							80.96	
AXON ENTERPRISES, INC.								
08/21/2025	113805	INUS361683	18717	AXON ENTERPRISES,	100-420-43031	OFFICER SAFETY PLA	6,202.42	08/25
Total AXON ENTERPRISES, INC.:							6,202.42	
BEST BEST & KRIEGER								
08/21/2025	81425002	1036113	33	BEST BEST & KRIEGER	100-412-43031	PUBLIC WORKS	1,327.20	08/25
08/21/2025	81425002	1036114	33	BEST BEST & KRIEGER	100-412-43031	PUBLIC WORKS CLAI	1,718.37	08/25
08/21/2025	81425002	1036117	33	BEST BEST & KRIEGER	100-412-43031	SNOWCREEK VII HOA	1,700.40	08/25
08/21/2025	81425002	1036116	33	BEST BEST & KRIEGER	100-440-43031	CEQA ANALYSIS	607.50	08/25
08/21/2025	81425002	1036115	33	BEST BEST & KRIEGER	100-412-43031	GENERAL CEQA ADVI	1,613.20	08/25
Total BEST BEST & KRIEGER:							6,966.67	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
BISHOP AUTOMOTIVE CENTER								
08/21/2025	81425003	1-79174	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	2,463.58	08/25
08/21/2025	81425003	1-79175	18309	BISHOP AUTOMOTIVE	910-000-13003	TIRES	2,046.85	08/25
Total BISHOP AUTOMOTIVE CENTER:							4,510.43	
BLUEBIRD IMAGING								
08/21/2025	113806	6980	8182	BLUEBIRD IMAGING	300-531-43031	BLUEPRINTS	9,108.11	08/25
08/21/2025	113806	6988	8182	BLUEBIRD IMAGING	300-530-43031	BLUEPRINTS	807.05	08/25
Total BLUEBIRD IMAGING:							9,915.16	
BRANDON T JOHNSON								
08/21/2025	81425004	00027	19821	BRANDON T JOHN SO	210-456-43031	ELECTRICAL SERVICE	1,105.00	08/25
Total BRANDON T JOHNSON:							1,105.00	
BROOKE PITMAN								
08/21/2025	113807	08052025	19875	BROOKE PITMAN	858-436-43150	PER DIEM	546.00	08/25
Total BROOKE PITMAN:							546.00	
BUCHER MUNICIPAL NORTH AMERICA, INC.								
08/21/2025	113808	INV-00000693	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	1,337.56	08/25
08/21/2025	113808	INV-00001328	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	1,472.24	08/25
08/21/2025	113808	INV-00002661	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	432.32	08/25
08/21/2025	113808	INV-00002837	18537	BUCHER MUNICIPAL N	910-000-13003	PARTS	874.29	08/25
Total BUCHER MUNICIPAL NORTH AMERICA, INC.:							4,116.41	
BURTON'S FIRE INC.								
08/21/2025	81425005	68923	6202	BURTON'S FIRE INC.	910-000-13003	PARTS	100.27	08/25
Total BURTON'S FIRE INC.:							100.27	
BUSWEST								
08/21/2025	113809	XA410061103:	7396	BUSWEST	910-000-13003	PARTS	114.88	08/25
08/21/2025	113809	XA410060829:	7396	BUSWEST	910-000-13003	PARTS	99.61	08/25
Total BUSWEST:							214.49	
CALIF JOINT POWERS INSURANCE AUTHORITY								
08/21/2025	113810	PRIM-00064	1468	CALIF JOINT POWERS	100-416-43106	FY 25/26 WORKERS C	1,332,011.00	08/25
Total CALIF JOINT POWERS INSURANCE AUTHORITY:							1,332,011.00	
CALIFORNIA BUILDING OFFICIALS								
08/21/2025	113811	19430	10769	CALIFORNIA BUILDING	100-442-43150	EDUCATION-WEBINAR	270.00	08/25
Total CALIFORNIA BUILDING OFFICIALS:							270.00	
CANON FINANCIAL SERVICES, INC								
08/21/2025	81425006	41545146	19353	CANON FINANCIAL SE	100-416-46010	AUGUST 2025	342.71	08/25
08/21/2025	81425006	41461668	19353	CANON FINANCIAL SE	100-416-46010	JULY 2025	2,882.51	08/25
08/21/2025	81425006	41461667	19353	CANON FINANCIAL SE	100-416-46010	JULY 2025	369.75	08/25
Total CANON FINANCIAL SERVICES, INC:							3,594.97	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
CHRISTY BELT								
08/21/2025	113812	08112025	19874	CHRISTY BELT	001-000-10760	OVERPAYMENT REFU	444.26	08/25
Total CHRISTY BELT:							444.26	
CORONADO, MARK								
08/21/2025	113813	4-MML-2	19763	CORONADO, MARK	245-445-43035	LEASE TO LOCALS	6,750.00	08/25
Total CORONADO, MARK:							6,750.00	
DAYSMART SOFTWARE								
08/21/2025	113814	INV01500130	19303	DAYSMART SOFTWARE	100-432-43031	JULY 2025	420.59	08/25
Total DAYSMART SOFTWARE:							420.59	
DESIGNS UNLIMITED SCREEN PRINTS								
08/21/2025	113815	919747	63	DESIGNS UNLIMITED	100-417-43140	UNIFORM	70.00	08/25
Total DESIGNS UNLIMITED SCREEN PRINTS:							70.00	
DIY HOME CENTER								
08/21/2025	113816	166212	5476	DIY HOME CENTER	100-420-42007	MAINT SUPPLIES	56.15	08/25
08/21/2025	113816	166330	5476	DIY HOME CENTER	100-475-42007	MAINT SUPPLIES	69.78	08/25
08/21/2025	113816	166327	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	14.52	08/25
08/21/2025	113816	167104	5476	DIY HOME CENTER	215-511-42026	MAINT. SUPPLIES	40.72	08/25
08/21/2025	113816	167256	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	2.32	08/25
08/21/2025	113816	167315	5476	DIY HOME CENTER	220-471-42007	MAINT. SUPPLIES	89.52	08/25
08/21/2025	113816	167363	5476	DIY HOME CENTER	100-434-40000	MAINT. SUPPLIES	23.66	08/25
08/21/2025	113816	167388	5476	DIY HOME CENTER	100-434-45080	MAINT. SUPPLIES	39.78	08/25
08/21/2025	113816	167393	5476	DIY HOME CENTER	210-454-42002	MAINT SUPPLIES	38.78	08/25
08/21/2025	113816	167493	5476	DIY HOME CENTER	100-434-45080	MAINT. SUPPLIES	21.75	08/25
08/21/2025	113816	167509	5476	DIY HOME CENTER	100-432-42008	MAINT. SUPPLIES	34.90	08/25
08/21/2025	113816	167566	5476	DIY HOME CENTER	100-432-42008	MAINT SUPPLIES	48.47	08/25
08/21/2025	113816	167570	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	32.92	08/25
08/21/2025	113816	167580	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	18.02	08/25
08/21/2025	113816	167846	5476	DIY HOME CENTER	100-467-42007	MAINT SUPPLIES	16.85	08/25
08/21/2025	113816	168384	5476	DIY HOME CENTER	100-432-42008	PARTS SUPPLIES	4.84	08/25
08/21/2025	113816	168387	5476	DIY HOME CENTER	100-464-42007	PARTS/SUPPLIES	133.80	08/25
08/21/2025	113816	168475	5476	DIY HOME CENTER	100-467-42007	PARTS/SUPPLIES	3.86	08/25
08/21/2025	113816	168684	5476	DIY HOME CENTER	100-434-45080	PARTS/SUPPLIES	41.15	08/25
08/21/2025	113816	168861	5476	DIY HOME CENTER	220-471-42007	PARTS/SUPPLIES	31.76	08/25
08/21/2025	113816	168889	5476	DIY HOME CENTER	220-471-42007	PARTS/SUPPLIES	137.04	08/25
08/21/2025	113816	169061	5476	DIY HOME CENTER	100-464-42007	PARTS/SUPPLIES	54.28	08/25
08/21/2025	113816	169063	5476	DIY HOME CENTER	100-464-42007	PARTS/SUPPLIES	54.27	08/25
08/21/2025	113816	169134	5476	DIY HOME CENTER	100-467-42007	PARTS/SUPPLIES	9.20	08/25
08/21/2025	113816	169171	5476	DIY HOME CENTER	100-467-42007	PARTS/SUPPLIES	16.47	08/25
08/21/2025	113816	169238	5476	DIY HOME CENTER	858-436-42007	PARTS/SUPPLIES	12.60	08/25
08/21/2025	113816	168263	5476	DIY HOME CENTER	100-464-42007	PARTS/SUPPLIES	50.41	08/25
08/21/2025	113816	166408	5476	DIY HOME CENTER	100-438-42007	MAINT SUPPLIES	27.13	08/25
08/21/2025	113816	166850	5476	DIY HOME CENTER	100-434-45080	MAINT SUPPLIES	17.80	08/25
08/21/2025	113816	166974	5476	DIY HOME CENTER	100-464-42007	MAINT SUPPLIES	17.44	08/25
08/21/2025	113816	168082	5476	DIY HOME CENTER	100-434-42007	PARTS/SUPPLIES	49.39	08/25
Total DIY HOME CENTER:							1,209.58	
EL SOL DE LA SIERRA								
08/21/2025	81425007	00003859	7831	EL SOL DE LA SIERRA	100-413-43130	07/25-DYK	209.16	08/25

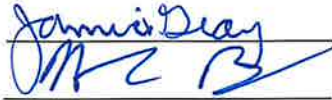
Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total EL SOL DE LA SIERRA:							209.16	
EMPLOYEE RELATIONS								
08/21/2025	81425008	99629	10338	EMPLOYEE RELATION	100-417-43140	BACKGROUND CHECK	421.33	08/25
Total EMPLOYEE RELATIONS:							421.33	
FLOYD, ALLISON								
08/21/2025	81425009	08042025	19428	FLOYD, ALLISON	100-417-43150	EDUCATION REIMBUR	998.00	08/25
Total FLOYD, ALLISON:							998.00	
FRONTIER COMMUNICATIONS								
08/21/2025	113817	7.25-3636	10869	FRONTIER COMMUNIC	100-420-43404	7-25-PD	338.61	08/25
08/21/2025	113817	08/25 7493	10869	FRONTIER COMMUNIC	100-464-43404	08/25-TOWN	91.71	08/25
Total FRONTIER COMMUNICATIONS:							430.32	
GRANITE DATA SOLUTIONS								
08/21/2025	113818	IN100438-1	18359	GRANITE DATA SOLUT	100-418-48800	PARTS/SUPPLIES	279.38	08/25
08/21/2025	113818	IN101338-1	18359	GRANITE DATA SOLUT	100-418-48800	PARTS/SUPPLIES	346.18	08/25
Total GRANITE DATA SOLUTIONS:							625.56	
GRAY'S GRASSHOPPER INC.								
08/21/2025	81425010	15381	19659	GRAY'S GRASSHOPPE	210-457-43031	JULY 25 LANDSCAPE	7,765.00	08/25
Total GRAY'S GRASSHOPPER INC.:							7,765.00	
GREAT BASIN UNIFIED AIR POLLUTION CONTRO								
08/21/2025	113819	1900-00-25	4136	GREAT BASIN UNIFIED	300-531-43031	ATC PERMIT FEE	2,250.00	08/25
Total GREAT BASIN UNIFIED AIR POLLUTION CONTRO:							2,250.00	
GROUND UP CLIMBING GUIDES, LLC								
08/21/2025	113820	1427	18262	GROUND UP CLIMBIN	100-432-43031	CLIMBING CAMP REC	4,320.00	08/25
08/21/2025	113820	1451	18262	GROUND UP CLIMBIN	100-432-43031	CLIMBING CAMP REC	4,320.00	08/25
Total GROUND UP CLIMBING GUIDES, LLC:							8,640.00	
HARDESTY, SCOTT								
08/21/2025	113821	08212025	19876	HARDESTY, SCOTT	900-000-28012	GP25-002 GRADING B	45,913.00	08/25
Total HARDESTY, SCOTT:							45,913.00	
HIGH COUNTRY LUMBER								
08/21/2025	113822	553835	830	HIGH COUNTRY LUMB	220-471-42007	PARTS/SUPPLIES	14.07	08/25
08/21/2025	113822	93042	830	HIGH COUNTRY LUMB	100-464-42007	SUPPLIES	21.54	08/25
08/21/2025	113822	93239	830	HIGH COUNTRY LUMB	100-460-43031	SUPPLIES	206.82	08/25
08/21/2025	113822	93469	830	HIGH COUNTRY LUMB	100-464-42007	TOOLS/SUPPLIES	22.62	08/25
08/21/2025	113822	93898	830	HIGH COUNTRY LUMB	100-467-42007	PARTS/SUPPLIES	17.22	08/25
08/21/2025	113822	94242	830	HIGH COUNTRY LUMB	910-000-13003	PARTS/SUPPLIES	646.46	08/25
08/21/2025	113822	94528	830	HIGH COUNTRY LUMB	220-471-42007	PARTS/SUPPLIES	37.43	08/25
08/21/2025	113822	95003	830	HIGH COUNTRY LUMB	100-464-42007	PARTS/SUPPLIES	79.56	08/25
08/21/2025	113822	95081	830	HIGH COUNTRY LUMB	220-471-42007	PARTS/SUPPLIES	244.60	08/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total HIGH COUNTRY LUMBER:							1,290.32	
HMC GROUP								
08/21/2025	81425011	180837	10804	HMC GROUP	300-531-43031	CRC PH 2 TI PRO SER	2,700.00	08/25
08/21/2025	81425011	180838	10804	HMC GROUP	300-531-43031	CRC PH 2 TI PRO SER	9,152.50	08/25
08/21/2025	81425011	180839	10804	HMC GROUP	300-531-43031	CIVIC CENTER PRO S	24,725.81	08/25
08/21/2025	81425011	180841	10804	HMC GROUP	300-531-43031	MACC PRO SERVICES	19,991.40	08/25
08/21/2025	81425011	180842	10804	HMC GROUP	300-531-43031	CHILDCARE TI PRO SE	19,380.00	08/25
Total HMC GROUP:							75,949.71	
HOMETOWN MANUFACTURING INC.								
08/21/2025	113823	INV476	19426	HOMETOWN MANUFA	910-000-13003	PARTS	109.73	08/25
Total HOMETOWN MANUFACTURING INC.:							109.73	
HYDRAULIC CONTROLS, INC								
08/21/2025	81425012	02904145	948	HYDRAULIC CONTROL	910-000-13003	PARTS	382.31	08/25
08/21/2025	81425012	02895519	948	HYDRAULIC CONTROL	910-000-13003	PARTS	98.45	08/25
08/21/2025	81425012	02898350	948	HYDRAULIC CONTROL	910-000-13003	PARTS	437.48	08/25
Total HYDRAULIC CONTROLS, INC:							918.24	
INTERNATIONAL CODE COUNCIL INC								
08/21/2025	113824	1002100940	19164	INTERNATIONAL COD	100-442-43110	SUBSCRIPTION	963.97	08/25
Total INTERNATIONAL CODE COUNCIL INC:							963.97	
JIM CHARLON FORD, INC.								
08/21/2025	113825	67228	19138	JIM CHARLON FORD, I	910-000-13003	PARTS	210.37	08/25
Total JIM CHARLON FORD, INC.:							210.37	
JWH HOMES, INC.								
08/21/2025	113826	07152025	10388	JWH HOMES, INC.	900-000-28028	RELEASE OF LANDSC	24,570.00	08/25
Total JWH HOMES, INC.:							24,570.00	
KAYLOR, LARA								
08/21/2025	113827	008	19702	KAYLOR, LARA	100-413-43031	07/25 COMMUNICATIO	3,467.00	08/25
Total KAYLOR, LARA:							3,467.00	
KIMBALL-MIDWEST								
08/21/2025	81425013	103615334	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	968.86	08/25
08/21/2025	81425013	103616552	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	2,017.95	08/25
08/21/2025	81425013	103616950	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	183.75	08/25
08/21/2025	81425013	103639790	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	79.57	08/25
08/21/2025	81425013	103615780	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	1,846.56	08/25
08/21/2025	81425013	103644425	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	65.40	08/25
08/21/2025	81425013	103644845	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	118.35	08/25
08/21/2025	81425013	103651196	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	534.87	08/25
08/21/2025	81425013	103659597	4812	KIMBALL-MIDWEST	910-000-13003	PARTS	1,731.76	08/25
Total KIMBALL-MIDWEST:							7,547.07	

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
KIMLEY-HORN AND ASSOC., INC.								
08/21/2025	113828	32674315	18739	KIMLEY-HORN AND AS	300-531-43031	PROFESSIONAL SERV	16,108.75	08/25
08/21/2025	113828	32674488	18739	KIMLEY-HORN AND AS	300-531-43031	PROFESSIONAL SERV	5,214.00	08/25
08/21/2025	113828	32927501	18739	KIMLEY-HORN AND AS	300-531-43031	PROFESSIONAL SERV	11,212.50	08/25
Total KIMLEY-HORN AND ASSOC., INC.:							32,535.25	
KUBISKE FAMILY TRUST								
08/21/2025	113829	06262025	19872	KUBISKE FAMILY TRU	001-000-10760	OVERPAYMENT REFU	2,000.00	08/25
Total KUBISKE FAMILY TRUST:							2,000.00	
KURNIK PROPERTIES, LLC								
08/21/2025	113830	SEPTEMBER 2	19406	KURNIK PROPERTIES,	210-450-43031	EQUIPMENT STORAG	438.00	08/25
Total KURNIK PROPERTIES, LLC:							438.00	
LARSON TRUST								
08/21/2025	113831	07082025	19873	LARSON TRUST	001-000-10760	OVERPAYMENT REFU	1,245.92	08/25
Total LARSON TRUST:							1,245.92	
LEHMAN CONSTRUCTION, INC								
08/21/2025	81425014	PROGRESS P	19754	LEHMAN CONSTRUCTI	300-531-43031	CRC INTERIOR	196,789.37	08/25
Total LEHMAN CONSTRUCTION, INC:							196,789.37	
MAMMOTH CLUB VOLLEYBALL								
08/21/2025	113832	06022025	10785	MAMMOTH CLUB VOL	100-432-44330	SCHOLARSHIP REIMB	1,618.00	08/25
Total MAMMOTH CLUB VOLLEYBALL:							1,618.00	
MAMMOTH DISPOSAL, INC.								
08/21/2025	113833	1363069U014	94	MAMMOTH DISPOSAL,	205-490-42030	WAGON WHEEL - TRA	686.94	08/25
08/21/2025	113833	1361894U014	94	MAMMOTH DISPOSAL,	205-490-43404	SHADY REST - TRASH	1,319.73	08/25
08/21/2025	113833	1361890U014	94	MAMMOTH DISPOSAL,	205-490-43404	07/25-WHITMORE BAL	1,041.13	08/25
Total MAMMOTH DISPOSAL, INC.:							3,047.80	
MAMMOTH HOSPITAL								
08/21/2025	113726	210033796	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	597.80	08/25
08/21/2025	113726	210034526	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	200.90	08/25
08/21/2025	113726	00006	7376	MAMMOTH HOSPITAL	100-420-43150	08/24-SVCS	1,050.00	08/25
08/21/2025	113834	210035409	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	7,000.00	08/25
08/21/2025	113834	210034526	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	200.90	08/25
08/21/2025	113834	210033796	7376	MAMMOTH HOSPITAL	100-420-43031	MEDICAL EXAM	597.80	08/25
Total MAMMOTH HOSPITAL:							5,950.00	
MAMMOTH LAKES HOUSING, INC								
08/21/2025	81425015	637	6441	MAMMOTH LAKES HO	245-447-43031	ACTIVITY DELIVERY	6,177.00	08/25
Total MAMMOTH LAKES HOUSING, INC:							6,177.00	
MAMMOTH LAKES RECREATION								
08/21/2025	81425016	3052	10529	MAMMOTH LAKES RE	100-413-43031	WILDFIRE TASK FORC	40.00	08/25

Check Issue Date	Check Nu	Invoice Number	Vendor Nu	Payee	Invoice GL Account	Description	Amount	GL Period
Total MAMMOTH LAKES RECREATION:							40.00	
MAMMOTH LAKES TOURISM-TBID								
08/21/2025	81425017	JULY-2 2025	8858	MAMMOTH LAKES TO	218-480-49020	TBID PASS THROUGH	312,887.81	08/25
Total MAMMOTH LAKES TOURISM-TBID:							312,887.81	
McEACHRON, ANDREW								
08/21/2025	113835	08042025	19334	McEACHRON, ANDRE	858-436-43150	PER DIEM	455.00	08/25
Total McEACHRON, ANDREW:							455.00	
MINARET VILLAGE SHOPPING CENTER								
08/21/2025	81425018	SEPT 2025	1	MINARET VILLAGE SH	100-416-45010	SEPT 2025	35,006.64	08/25
Total MINARET VILLAGE SHOPPING CENTER:							35,006.64	
NBS GOVERNMENT FINANCE GROUP								
08/21/2025	81425019	202506-2341	5991	NBS GOVERNMENT FI	856-450-43031	JULY - SEPT 2025 OMR	7,785.61	08/25
08/21/2025	81425019	202506-2337	5991	NBS GOVERNMENT FI	858-436-43031	JULY-SEPT 2025 CFD 2	5,948.47	08/25
Total NBS GOVERNMENT FINANCE GROUP:							13,734.08	
OPTIMUM BUSINESS								
08/21/2025	113836	07715-653449-	10002	OPTIMUM BUSINESS	100-464-43404	07/25-TAVERN A3	231.17	08/25
08/21/2025	113836	07715-102041-	10002	OPTIMUM BUSINESS	210-456-43404	07/25-PWM	154.32	08/25
08/21/2025	113836	07715-101881-	10002	OPTIMUM BUSINESS	100-434-43404	07/25-C CTR	5.39	08/25
Total OPTIMUM BUSINESS:							390.88	
PLEXUSGLOBAL								
08/21/2025	113837	18970	18747	PLEXUSGLOBAL	100-417-43140	MEDICAL SCREENING	220.00	08/25
Total PLEXUSGLOBAL:							220.00	
PYRO SPECTACULARS, INC.								
08/21/2025	113838	INV308522	5908	PYRO SPECTACULAR	100-432-44320	JULY 4TH FIREWORKS	18,000.00	08/25
Total PYRO SPECTACULARS, INC.:							18,000.00	
SIERRA GEOTECHNICAL SVCS.								
08/21/2025	113839	310701	1876	SIERRA GEOTECHNIC	100-442-43031	FIELD INSPECTION	2,152.60	08/25
Total SIERRA GEOTECHNICAL SVCS.:							2,152.60	
WATERDOGS RESTORATION								
08/21/2025	81425020	1825	19776	WATERDOGS RESTOR	858-436-43031	CUSTODIAL SVCS - 7/6	2,025.00	08/25
08/21/2025	81425020	1821	19776	WATERDOGS RESTOR	215-511-42026	CUSTODIAL SVCS - 6/2	2,625.00	08/25
08/21/2025	81425020	1822	19776	WATERDOGS RESTOR	215-511-42026	CUSTODIAL SVCS - 6/2	2,425.00	08/25
08/21/2025	81425020	1826	19776	WATERDOGS RESTOR	858-436-43031	CUSTODIAL SVCS - 7/1	2,050.00	08/25
08/21/2025	81425020	1843	19776	WATERDOGS RESTOR	215-511-42026	CUSTODIAL SVCS - 7/2	2,000.00	08/25
08/21/2025	81425020	1844	19776	WATERDOGS RESTOR	100-420-45060	CUSTODIAL SVCS - PD	1,650.00	08/25
Total WATERDOGS RESTORATION:							12,775.00	
Grand Totals:							2,222,191.09	

Signature: Jamie Gray



Date 8/21/25

Signature: Nolan Bobroff



Date 8-21-25

Signature: Megan Chapman



Date 8/21/25

Report Criteria:

Report type: Invoice detail

Check.Type = {<>} "Adjustment"

TOWN COUNCIL STAFF REPORT

Title: Comprehensive Town-wide planning effort and Parks and Recreation Master Planning Process Update.

Meeting Date: September 3, 2025

Prepared by: Stuart Brown, Parks and Recreation Director
Nolan Bobroff, Community and Economic Development Director
Haislip Hayes, PE, Public Works Director

RECOMMENDATION:

1. Receive an update from staff and provide consensus comments and/or direction regarding the on-going Town-wide comprehensive planning effort.
2. Authorize the Town Manager to finalize and execute a Professional Services Agreement with the selected consultant to develop a Parks and Recreation Master Plan in the amount of \$299,981 and authorize the Town Manager to permit extra work by the consultant with a not to exceed amount of \$60,000.

BACKGROUND:

On April 16, 2025, Town staff presented Town Council with an initial review and proposed course of action to conduct a comprehensive review and prioritization of all Town plans and implementation efforts throughout the organization. Staff provided a Planning Document Matrix that identified several themes along with a recommendation to begin the extensive review and update process with a bottom-up approach.

In 2007, the Town completed a comprehensive General Plan update. In the following years, numerous planning efforts in support of the General Plan were completed. While these efforts provided appropriate guidance at the time, this top-down approach to planning ultimately resulted in a somewhat fragmented series of documents. The bottom-up approach recommended by staff will allow the General Plan to more clearly and succinctly represent the action items, tasks and guidance generated from the revision of the general plan elements.

At Town Council direction, the Parks and Recreation Master Plan (PRMP), Request for Proposal (RFP) document was published on April 21, 2025. A total of eight (8) submittals were received by May 30, 2025 with six (6) consultants selected for in-person presentations between July 14 – 23, 2025. A selection Committee comprised of Town Staff and Parks and Recreation Commissioners participated in the 90-minute in-person interviews that culminated on August 5 with a collective decision to conduct a second-round of interviews with the top two (2) consultants. These subsequent interviews occurred on August 15, and with recommendations provided by the Selection Committee, the Town's Technical Team have selected a preferred consultant to develop a new Parks and Recreation Master Plan for the community of Mammoth Lakes.

ANALYSIS:

Prior to the April meeting, staff conducted a comprehensive review of the Town's existing planning work by cataloging existing documents. Each plan was assigned a category and was reviewed for relevance, life cycle, status, and goals for the plan, as well as specifics, such as when it was adopted and any legal requirements. A detailed review of these older plans is necessary to better understand the intent, ideas, and concepts each plan generated, with the understanding that these details will be necessary for incorporation into larger guiding documents. Staff envision a dynamic multi-year process to update the core plans.

Staff proposed a framework for updates rather than a rigid schedule. Planning efforts take time to develop and complete. Staff anticipate significant public engagement activities for each and every plan. The political landscape is ever changing, and our responsibilities and needs must adapt with policies outside of the control of the Town. This may require us to evaluate plans out of sequence along the way. The proposed framework has four tracks that can occur at the same time. The planning efforts within each track may be dependent on each other but can be independent of other tracks. They are as follows:

- **Track 1: Emergency Operations and Preparedness**
 - Community Wildfire Protection Plan (CWPP), Local Hazard Mitigation Plan (LHMP), Climate Action/Adaptation Plan, Safety
- **Track 2: Town Infrastructure**
 - Begins with land use of Town owned/controlled sites (housing and parks and recreation) which informs connectivity (transit, mobility, trails)
- **Track 3: Economic Development**
 - Economy, Marketing, Arts, CEDS
- **Track 4: Regulatory**
 - Land Use, Community Design, District Character, Resource Management and Conservation, Noise

Once the tracks are further refined, prioritized and completed, the Town can move forward with the General Plan Update and incorporate these efforts into a comprehensive plan. Additionally, as plans are revised, Staff recommend formally retiring older and superseded plans and incorporating the relevant parts of the plans into the revised documents. This should help to limit confusion in future years as to the validity of older Town plans.

A. Track 1

Work on track 1 is well underway with the Local Hazard Mitigation Plan being developed by a consultant hired by Mono County. The effort is funded fully by grants from CALOES and FEMA. Staff and community partners (i.e., MLFPD, MCWD, USFS) are deeply involved in the development of this plan which is expected to be completed by the end of the year. Work is just starting on the Community Wildfire Protection Plan (CWPP) and a Climate Adaptation and Action Plan (CAP), which the Town recently received a Caltrans grant to develop.

B. Track 2

Staff are moving forward with a bottom-up approach, starting with Parks and Housing first to inform Mobility. The Parks and Recreation Master Plan Update is the first of the Track two plans to be initiated. The work program and deliverables will inform future plans, so it is important to staff to establish the process and vocabulary now. Work on the Housing Element update is anticipated to begin in 2026.

Staff are initiating this effort by developing a glossary of terms and a Quality Assurance / Quality Control (QA/QC) document. The QA/QC document will ensure terminology is used consistently across all planning efforts and spells out details like how to use commas, line spacing, justification, fonts, image placements and other technical details that will ensure documents look and feel consistent across planning efforts. To further refine this effort into components, Staff are thinking about this effort as three plans in one.

The three components include:

- a) The traditional and formal Parks and Recreation Master Plan;
- b) A dynamic and prioritized driven Strategic Action Plan (SAP); and
- c) Conceptual Site Plans.

Parks and Recreation Master Plan

An element of the Parks and Recreation Master Plan are the typical key goals, visions, and policies found in the General Plan Parks, Open Space, and Recreation Element. This portion of the document is effectively static, and little is expected to change over the years; however, staff are working to revise and update the Parks, Open Space and Recreation Element, which will help inform this and future planning and implementation efforts. The rigidity and structure of the General Plan typically results in a static document that can hamper other planning efforts. For this reason, Staff plan to add policy directing the development of the Strategic Action Plan (SAP), which will be implemented and updated on an ongoing regular basis thereby resulting in a dynamic document that is more responsive to trends and community needs. A draft of the General Plan element update is included as an attachment to this staff report.

Strategic Action Plan

The Strategic Action Plan (SAP) concept is to create a plan that can actively respond to trends and opportunities in the community, along with the constantly evolving development of parks and recreation programming. This short-term plan will absorb other parks planning efforts that occur in the future so that there are never more than one guiding park and recreation plans. The SAP shall include strategic priorities that align with Town Council strategic priorities, operations and maintenance plans, a staff implementation program, programming needs, project prioritization that informs the CIP, and a robust financial analysis and strategy document.

SAP Format

The SAP will be anchored by a set of overarching goals, followed by guiding objectives, and implementable actions designed to direct Town staff.

Implementation actions are well-defined steps that Town staff can take to achieve objectives. As actions are completed, objectives go from being goals to actualized outcomes. Actions will be categorized into a “Staff Implementation Program” to provide Town staff with a clear path for carrying out the Master Plan’s recommendations.

Staff Implementation Program

The Staff Implementation Program (SIP) will summarize Master Plan recommendations into a concise, action-oriented work plan in a table format. The work plan can be used to assign tasks to Town staff or other local agencies, monitor implementation progress, and provide updates to the Town Council and the public on a biennial basis. The table will include action descriptions, responsible department(s), timing (i.e., short, mid, long term), and qualitative or quantitative metrics for tracking progress.

Regular Updates

The SAP will include a schedule for regular updates, such as every three to five years or other timeframes. Regularly updating the SAP ensures that projects remain at the forefront of Town decision-making and financial planning while allowing for the constant integration of learning and best practices. The SAP will also foster accountability within the community without conducting a comprehensive Master Plan update.

Staff see the introduction and implementation of a Strategic Action Plan as the most important aspect of the General Plan update, as it sets the Town up for future success that spans any staffing or leadership change. Cataloging and accounting for community needs in a matrix will allow staff and consultants to identify duplicative support systems (e.g., restrooms and parking), evaluate compatibility of uses, and consider staff capacity.

Conceptual Site Plans

The development of the SAP and the cataloging and accounting for community needs will help inform the future space planning for Town sites and as a part of the Parks and Recreation Master Plan Update, staff and the consultant will develop conceptual site plans for key opportunity sites in the community. The conceptual site plans will reflect both short-and long-term visions and aid in the prioritization of systems to allow amenities to seamlessly come online, dependent on funding and staff capacity.

C. Track(s) 3 & 4

Work on the elements in Tracks 3 and 4 can occur at any point in the revision process. These plans generally stand alone and provide guidance and establish the regulatory framework in the General Plan. Staff are evaluating when this work could occur, but it is not expected to occur in the near term. The larger efforts in Track 2 will take precedence on Staff resources and time.

Parks and Recreation Master Plan Development

The Parks and Recreation Master Plan (PRMP) will be a guiding document for future development and redevelopment of the Town's system of parks, facilities, and recreation programs and services over the next 10-15 years or longer. The plan will define goals, tasks and prioritized strategies and program and amenity recommendations based on current and future funding, land use and level of service scenarios and standards.

The PRMP will be action orientated built on the foundation of robust community engagement reaching distinct and diverse demographics who live, work and play in Mammoth Lakes.

A comprehensive master plan is expected to take 12-18+ months, depending on the desired outcomes and defined deliverables. There are several phases and tasks required to update the Parks and Recreation Master Plan (PRMP) that are outlined below.

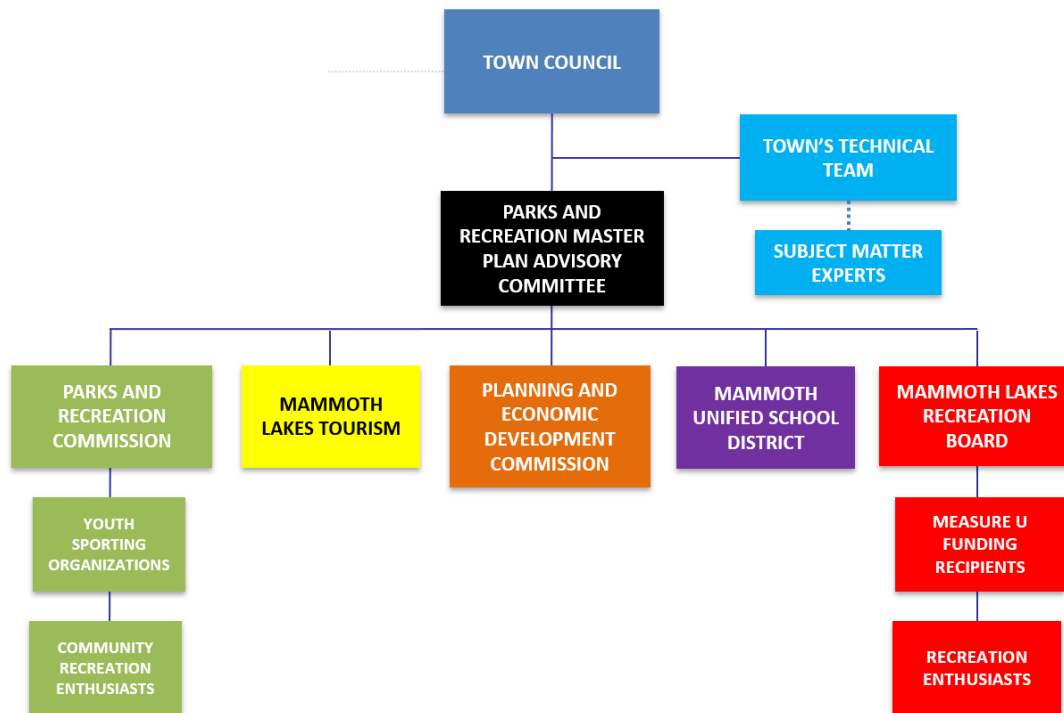
- ~~Phase 1 – Preparation Phase (March – May 2025)~~
- **Phase 2 – Consultant Selection (June 2025 – September 2025)**
- Phase 3 – Community Engagement, Data Collection and Plan Development (October 2025 – Summer 2026)
- Phase 4 – Plan Approval and Public Presentation Phase (Fall 2026)
- Phase 5 – Implementation Phase (Fall/Winter 2026/27)

Parks and Recreation Master Plan (PRMP) Advisory Committee

The Advisory Committee will function as the Town Council's advisory body for the development of the Parks and Recreation Master Plan. The composition of the committee and its relationship with the Town Council is illustrated below in the organizational chart.

Completing the composition of the advisory committee are three (3) Community at Large representatives. Applicants will be asked to complete the online form¹, with the representatives selected by the Town's Technical Team.

¹ <https://www.townofmammothlakes.ca.gov/FormCenter/Parks-Recreation-2/PARK-AND-RECREATION-MASTER-PLAN-COMMUNIT-81>



The Town Council Advisory Committee will meet 4-6 times during the development of the master plan and will provide general input, guidance and communicate their affiliated organization's recreation interests to the consultant and the Town's Technical Team. At this time, staff have secured the majority of participants to the Advisory Committee and are working to encourage members of the community to join as "Community At Large" representatives.

Consultant Selection

The consultant selection process was extremely competitive with all committee members commenting on the high caliber and quality of proposals and in-person presentations. Committee members used a Town staff provided scoring matrix that included the following evaluation criteria:

- Responsiveness to the request for proposal.
- Demonstrated understanding of the project scope, stated timeline and the resort community of Mammoth Lakes and desired deliverables.
- Experience and demonstrated success of the respondent in developing Parks and Recreation Master Plans for communities that have characteristics and demographics similar to the resort community of Mammoth Lakes.
- Methodology and approach to completing the project and coordination and engagement with staff, committees and stakeholders.
- Methodology and approach to thoughtful and extensive public engagement and project outreach.
- Experience and expertise of the firm, consultants, partners and assigned staff.
- Quality of submittal, including detailed timeline, and overall presentation, and;

- References.

Following the presentations, staff and the committee members were able to narrow the list down to top two (2) consultants, who were then provided with detailed follow-up questions and tasks, with a short 7-day time period to respond. The questions focused on: (1) detailing specific community engagement strategies and tools (the what), tactics (how and where) and timelines (when) relative to the distinct and diverse demographics who live, work and play in Mammoth Lakes; (2) detailing their scope of work for conducting a financial analysis of the department and providing their methodology for financial sustainability, trends analysis and recreation programming relevant to Mammoth Lakes; (3) defining and illustrating their project branding examples and preliminary development of a conceptual site plan for the Bell Shaped Parcel; and (4) examples of recently completed Parks and Recreation Master Plans (including the dedicated public facing website URL) from communities that have characteristics similar to the mountain resort community of Mammoth Lakes. The top two (2) consultants were then asked to present their responses to the four (4) follow-up questions at a subsequent interview with Town staff.

Following the second interview, it was a unanimous decision to select [ktua](#), a planning & landscape architecture firm based in San Diego. The ktua team includes [110%](#), [Ascent](#), [RRC Associates](#) and [Evari GIS Consulting](#). A key distinction that separated ktua from other consultants was not only the breadth and depth of their subconsultants but their comprehensive, detailed bilingual community engagement plan. The plan was rated consistently high by all committee members that included tried and tested strategies, but also more dynamic ‘pop-up’ events, with specific goals, expectations, and detailed phases/timelines and tactics. The outreach plan also included a statically valid survey conducted by RRC Associates. Below are a few comments from the Selection Committee.

“I liked ktua’s familiarity with the area and that they have worked in June Lake. Farrell [from 110%] was the strongest financial analyst presenter, and I like that they use Ascent for their environmental consultant.”

“They appeared really ready and wanting this contract. Liked their outreach program the best.”

“ktua exhibited a strong and competent skillset, with a high degree of confidence in their work products, emphasizing an emotional connection to recreation and parks.”

“All material was extremely well presented, and was relevant, personal and on point with Parks and Recreation in a mountain resort.”

Upon execution of the Professional Services Agreement with ktua, the Town’s Technical Team will participate in the Kick-off meeting with the consultant to discuss and finalize the project schedule, deliverables and expectations.

Attachments:

- A. DRAFT - Revised Parks, Open Space, and Recreation Element
- B. DRAFT - Professional Services Agreement

PARKS, OPEN SPACE, AND RECREATION

INTENT

~~Each year, 83% of Americans visit a local park or recreation facility, contributing not only to their personal well-being but also to the vitality of their communities. Outdoor recreation supports local economies by generating spending, creating jobs, and attracting investment. Parks and recreation also encourage physical activity and foster a connection with nature, leading to improved mental and physical health. These benefits ripple outward, helping to boost property values, attract employers, and enhance overall community well-being and quality of life. More than three-out-of-four Americans participate in active outdoor recreation each year. Americans spend money, create jobs and support local communities when they get outdoors. Simple healthy outdoor activities such as skiing, snowboarding, hiking, biking or camping generate enormous economic power and a far-reaching ripple effect that touches many of the nation's major economic sectors.~~

~~Parks, open space and recreational opportunities in Mammoth Lakes are important to our residents and the success of our tourism-based economy. Public lands within the Urban Growth Boundary (4.5 square miles) must be integrated into the surrounding public lands through policies that promote a system of deeded and guaranteed points of public access to public lands.~~

~~Parks, open space, and recreation create an attractive quality of life and contribute to public health by encouraging physical activity and an appreciation of nature. We emphasize a wide variety of outdoor winter and summer activities as outlined in the goals and policies of this Element. Parks, open space, and recreational opportunities in Mammoth Lakes are critical to our residents and to the success of our tourism-based economy. Lands within the Urban Growth Boundary (4.5 square miles) must be integrated into the surrounding public lands through policies that promote a system of deeded and guaranteed points of public access to public lands.~~

A Town Within a Park

P.1. GOAL: Maintain parks and open space within and adjacent to town for outdoor recreation and contemplation.

P.1.A. Policy: Protect the scenic beauty and natural resources of Mammoth Lakes through a Parks and Recreation Master Plan that includes parks, open space, and a trail system.

P.1.B. Policy: Continue to maintain and upgrade existing parks and recreation facilities that are inclusive, and develop a plan to retrofit existing parks and design all new facilities and meet to ADA standards, to provide for accessibility and enjoyment by physically impaired citizens.

P.1.C. Policy: Upgrade parks and recreation facilities to promote resource and operational efficiency and cost effective maintenance practices.

P.1.D. Policy: Ensure adequate funding for ongoing maintenance and rehabilitation of existing parks and recreation facilities.

P.2. GOAL: Provide additional parks within town.

P.2.A. Policy: Coordinate open space programs and policies with the Inyo National Forest, City of Los Angeles and Mono County.

P.2.B. Policy: Require usable public recreation open space in all master planned developments.

P.2.B.1. Action: Develop a comprehensive and integrated year-round Parks and Recreation Master Plan.

P.2.B.2. Action: Actively seek grant funds for parks, open spaces and recreational activities.

P.2.B.3. Action: Maintain a Master Facility Plan and Development Impact Fee schedule.

P.2.C. Policy: Maximize parks and open space through flexible form-based zoning, development clustering and transfers of development rights within individual districts.

P.2.C.1. Action: Establish zoning districts that allow parks, recreation and ancillary facilities.

P.2.D. Policy: Increase understanding and appreciation of the cultural, natural and historical resources of the region and town through development of programs, facilities and interpretive signage.

P.2.E. Policy: Include interpretive signage in parks, trails and public rights-of-way.

P.2.E.1. Action: Plan, design, manage and implement an interpretive signage program.

P.2.F. Policy: Promote Mammoth Lakes' quality of life with parkland and recreation facility acquisition and development at or above the level of service standards recommended in the Parks and Recreation Master Plan.

P.2.G. Policy: Provide parks and recreation facilities in a timely manner with existing and planned development.

P.2.H. Policy: Engage continued citizens' involvement in planning parks and recreation facilities, and periodically re-evaluate the provision of these facilities through a needs assessment study or other applicable methods of quantitative or qualitative market research.

P.2.I. Policy: Seek funding from a variety of sources to acquire and develop new parks, and maintain adequate funding for the operation and maintenance of new parks and recreation facilities.

P.2.J. Policy: Design and build parks and recreation facilities to ensure compatibility with the surrounding neighborhood and natural environment.

P.2.K. Policy: Assure that new parks and recreation facilities are inclusive and comply with ADA standards and, for safe use and enjoyment by physically impaired citizens.

P.2.L. Policy: Develop parks and recreation facilities to facilitate efficient and cost-effective operations and maintenance practices, and to conserve water, energy, and other resources.

Trail System

P.3. **GOAL: Create a Master Plan for an integrated trail system that will maintain and enhance convenient public access to public lands from town.**

P.3.A. Policy: Ensure public routes for access to public lands are provided in all developments adjacent to National Forest lands.

P.3.B. Policy: Coordinate with multiple organizations, agencies and jurisdictions to plan, steward, interpret, promote and sustain trails, public access and outdoor recreation amenities in the Mammoth Lakes region.

P.3.C. Policy: Identify and acquire points of public access to public lands (from within the Urban Growth Boundary to surrounding public lands) through cooperative arrangements including easements, purchase or other means of title acquisition.

P.3.D. Policy: Support the construction of trails to provide public access from Town to public lands.

Recreational Opportunities

P.4. **GOAL: Provide and encourage a wide variety of outdoor and indoor recreation readily accessible to residents and visitors of all ages.**

P.4.A. Policy: Expand recreational opportunities by proactively developing partnerships with public agencies and private entities.

P.4.B. Policy: Provide an affordable and wide range of year-round recreational opportunities to foster a healthy community for residents and visitors. Activities include but are not limited to:

• downhill skiing & snowboarding	• day & backcountry hiking
• cross-country skiing	• walking
• back-country skiing & snowboarding	• interpretive trails & signage
• snowshoeing	• climbing
• sledding	• touring
• dog sledding	• street & mountain biking & BMX
• ice skating	• camping
• snowmobiling	• fishing
• sleigh rides	• fall-color viewing
• tennis	• birding
• swimming	• health & fitness
• soccer	• off-highway vehicles
• racquetball/pickleball	• equestrian activities
• snow play	• BMXarts and culture activities
• skateboarding	• Other forms of recreation

Formatted: Strikethrough

Formatted: Strikethrough

Formatted: Indent: Left: 0", Hanging: 0.18", Bulleted + Level: 1 + Aligned at: 0.25" + Indent at: 0.5"

P.4.C. Policy: Ensure balance of use, enjoyment and separation where appropriate between motorized and non-motorized modes of recreation.

P.4.C.1. **Action:** Specifically address use, needs and operations of motorized and non-motorized recreation users in ~~year-round-comprehensive-recreation-plan~~the Strategic Action Plan.

P.4.D. Policy: In partnership with the U.S. Forest Service, coordinate planning for compatible recreational facilities on and adjacent to National Forest Land.

P.4.E. Policy: Partner with Mammoth Unified School District to fully utilize existing Town recreation facilities by students, and broaden public use of school facilities ~~after-school-and-during-evenings-and-weekends-during available time periods.~~

P.4.F. Policy: Partner with private organizations to deliver recreation programs and provide and/or operate special purpose facilities.

P.4.G. Policy: Acquire, construct, or upgrade indoor recreation facilities to accommodate desired indoor recreation activities and leisure programs.

P.4.H. Policy: Provide recreation facilities, programs, and classes that are available to all citizens, including people of all ages, abilities, ethnic background, and income levels. Keep programs affordable, and develop program ~~packages—offerings for those with more moderate incomes (including seasonal workers)—that are affordable, accessible and readily available.~~

P.4.I. Policy: Provide parks and recreation facilities that are accessible by a variety of mobility linkages:

- Public pedestrian access to private development projects
- Transit stops within private development projects (private or public roads)
- Public opportunities for parking to access public lands (including ADA parking)

P.4.J. Policy: Develop a reservation and pricing policy for exclusive use of certain facilities.

P.4.K. Policy: Develop a Town Park Management Program.

- The Program could include a ~~host~~Park Ranger or Community Service Officer to monitor and enforce park use and activities
- ~~Park Rangers could help conduct programs~~

P.4.L. Policy: Promote awareness of the Town's parks and recreation facilities, programs, and special events.

P.4.M. Policy: Periodically (every 3-5 years) develop a Strategic Action Plan (SAP) aligned with the Parks, Open Space and Recreation General Plan Elements that can in a more timely manner, respond to changes and opportunities in the community, along with constantly evolving trends in parks and recreation programming.

- The Strategic Action Plan will be anchored by a set of overarching goals, followed by guiding objectives, and implementable actions designed to direct Town staff.
- Implementation actions are well-defined steps that Town staff can take to achieve objectives.
- As actions are completed, objectives go from being goals to actualized outcomes.
- Actions will be categorized into a "Staff Implementation Program" to provide Town staff with a clear path for carrying out the Master Plan's recommendations.

P.4.N. Policy: Periodically develop a Financial Sustainability Strategy (FSS) aligned with the Strategic Action Plan (SAP), ensuring responsible financial and service management best practices.

- The Financial Sustainability Strategy (FSS) is to be updated in coordination with the Strategic Action Plan.
- The strategy document will include a cost-of-service analysis, a financial assessment, an historical financial trends analysis and the development of performance metrics to enhance operational efficiency and financial performance.

Formatted: Indent: Left: 0"

Formatted: Font: 9 pt

Formatted: Font: 9 pt

Formatted: Indent: Left: 1", Bulleted + Level: 1 + Aligned at: 0.75" + Indent at: 1", Tab stops: 1.25", Left + 1.31", Left + 1.69", Left

Formatted: Font: 9 pt

Connected Throughout

P.5. **GOAL: Link parks and open space with a well-designed year-round network of public corridors and trails within and surrounding Mammoth Lakes.**

P.5.A. Policy: Create open space corridors by combining open space on neighboring properties.

P.5.B. Policy: Design and construct trails as components of a regional and local network for recreation and commuting.

P.5.C. Policy: Require development to incorporate linked public trail corridors identified in the Mammoth Lakes Trail System Plan into overall project site plan.

P.5.C.1. **Action:** Prepare an expanded Master Plan to link trails, parks and open space.

P.5.D. Policy: Design public and private streets not only as connections to different neighborhood districts but also as an essential element of the open space system. Include parks and plazas, tree-lined open spaces and continuous recreational paths in design.

P.5.E. Policy: Design parks and open space to be accessible and usable except when set aside for preservation of natural resources, health and safety.

P.5.F. Policy: Ensure provision of parkland dedications or payment of in-lieu fees through project approvals or development impact fees.

P.5.G. Policy: Identify, zone and procure land for new and expanded parklands including:

- pocket parks
- natural pockets of forest
- community gardens
- greenbelts
- streamside parks
- street way linear parks
- active parks
- open space
- snow play
- festival and special events areas
- passive parks

P.5.H. Policy: Dedicated parkland suitable for active recreation uses shall have a maximum slope of 10%, be accessible to the community, and be free of significant constraints.

P.5.I. Policy: Develop an integrated trail system in cooperation with federal agencies and consistent with the Town's General Plan (Mobility Element), by updating the General Bikeway Plan and Trail System Plan.

P.5.J. Policy: The trail system should accommodate winter and summer use by a variety of users, including pedestrians, bicyclists, and Nordic sports enthusiasts.

P.5.K. Policy: The trail system should connect parks, schools, other designated activity centers, and trails on public lands adjacent to Mammoth Lakes.

P.5.L. Policy: Create an integrated way-finding system that encompasses trails, parks, and recreation facilities with unified and consistent signage design.

P.6. **GOAL: Provide parks and recreational facilities and programs that foster a sense of community and nurture the emotional connection people have with each other and Mammoth Lakes.**

P.6.A. Policy: Plan parks and recreation facilities and develop recreation programs with public input.

P.6.B. Policy: Distribute parkland within the community to increase walkability from key residential nodes.

P.6.C. Policy: Offer and accommodate events and activities that foster community gathering and celebration.

P.6.D. Policy: Encourage neighborhood district identity and cohesion through events and programs.

P.6.E. Policy: Provide facilities and programs that support togetherness within and among families.

TOWN OF MAMMOTH LAKES

PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite 230, Mammoth Lakes, California, 93546 (“Town”) and **KTU&A a ‘C’ Corporation in the State of California** with its principal place of business at 3916 Normal Street, San Diego, CA 92103 (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Town desires to engage Consultant to render such professional **Parks and Recreation Master Plan** consulting services for the Town’s **Parks and Recreation Master Plan** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from the execution date of this agreement to the presentation to the final Parks and Recreation Master Plan document, unless earlier terminated as provided herein. The Town shall have the unilateral option, at its sole discretion, to renew this Agreement for no more than **five (5)** additional one-year terms. Consultant

shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 Town's Representative. The Town hereby designates **Stuart Brown, Parks**

and Recreation Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations

in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000 per claim and in the aggregate. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If

coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

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

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

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

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

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

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

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

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

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall

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

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

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

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

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

3.2.10.12 Prohibition of Undisclosed Coverage Limitations. None of

the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Town and approved of in writing.

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

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

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

3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Town's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Town, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and

subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the Town, regarding these requirements as they may relate to the Services.

3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the Town, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Town, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Town, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: Town reserves the right to defend any enforcement action or civil action brought against the Town for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the Town for the costs associated with, any settlement reached between the Town and the relevant enforcement entity.

(C) Damages: Town may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred and Ninety Nine Thousand and Nine Hundred and Eighty One Dollars (\$299,981)** without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit a **monthly invoice with a progress report**. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

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

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

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

3.3.6 Prevailing Wages. Consultant acknowledges that it has examined the prevailing rate of per diem wages as established by the California Director of Industrial Relations. Consultant agrees to pay workers not less than the applicable prevailing rate of per diem wages, as set forth in these requirements. Consultant shall comply, and shall require each subcontractor employed by Consultant hereunder to comply, with the requirements of Labor Code Section 1776, including without limitation the requirement to maintain certified payroll records. Consultant shall submit certified payroll records directly to the California Labor Commissioner. At all times during the course of Consultant's work hereunder, Consultant shall remain registered with the Department of Industrial Relations and qualified to perform public work pursuant to Labor Code Section 1725.5, and Consultant shall ensure that all subcontractors employed on the Project by Consultant also remain so registered. Pursuant to Labor Code Section 1771.1(a), a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the Labor Code, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5. However, an unregistered contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided that the contractor is registered to perform public work at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant: KTUA, Planning and Landscape Architecture
3916 Normal Street
San Diego, CA 92103
ATTN: Joe Punsalan, Principal

Town: Town of Mammoth Lakes
PO Box 1609
437 Old Mammoth Road, Suite 230
Mammoth Lakes, CA 93546
ATTN: Rob Patterson, Town Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons,

including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

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

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

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

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

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

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

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the

prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

Town of Mammoth Lakes and KTU&A
Parks and Recreation Master Plan Project

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

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

3.6 Subcontracting.

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

TOWN OF MAMMOTH LAKES

[INSERT NAME]

By: _____
Rob Patterson, Town Manager

By: _____
Chris Langdon, President

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary
OR Treasurer REQUIRED]

Attest:

By: _____
Joe Punsalan, Secretary

By: _____
Jamie Gray
Town Clerk

Town of Mammoth Lakes and KTU&A
Parks and Recreation Master Plan Project

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

DRAFT

EXHIBIT "A"
SCOPE OF SERVICES

<<SCOPE OF WORK BEING FINALISED>>

DRAFT

EXHIBIT "B"

SCHEDULE OF SERVICES

PROJECT TIMELINE

TOWN OF MAMMOTH LAKES PARKS AND RECREATION MASTER PLAN PROPOSED PROJECT TIMELINE		2025				2026											
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Task 1: Community Engagement Data Gathering																	
1.1	Kickoff Meeting																
1.2	Project Progress Meetings																
1.3	Meetings with PRMP Advisory Committee																
Task 2: Resource and Data Collection																	
2.1	Review of Existing Documents, Vision, and Goals																
2.2	Data Collection																
2.3	Inventory and Analysis																
2.4	Industry Trends and Best Practices																
2.5	Service Area Analysis / Parks+																
2.6	Demographic Trends Analysis																
Task 3: Community Engagement and Needs Assessment																	
3.1	Community Engagement Plan																
3.2	Community Meetings and Pop-up Workshops																
3.3	Surveys																
3.4	Stakeholder Meetings																
3.5	Project Branding, Website, and Online Tools																
3.6	Staff and Partnerships Recommendations																
Task 4: Plan Recommendations																	
4.1	Capital Improvements and Recreation Needs																
4.2	Parks, Open Space, and Recreation Element Recommendations																
4.3	Action Plan (Overarching Recommendations)																
4.4	Conceptual Plan for Three Sites																
Task 5: Development of Final Plan and Supporting Materials																	
5.1	Draft Master Plan																
5.2	Review and Feedback																
5.3	Plan Presentation																

EXHIBIT "C"

COMPENSATION

The total compensation shall not exceed **Two Hundred and Ninety Nine Thousand and Nine Hundred and Eighty One Dollars (\$299,981)** without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized and will be compensated at the rates and manner set forth below Exhibit "C-1" in the schedule of fees.

Consultant shall submit **monthly invoices and progress reports**. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

DRAFT

Page 86 of 104

Town of Mammoth Lakes Parks and Recreation Master Plan										RTUA				110%				Ascend, Inc.									
Principal	Senior Associate Manager	Associate / Manager	Senior Designer / Planner / Designer II	Senior Planner / Designer / Planner II	Planner / Designer / Designer I	Cost per Task			Principal	Data Analyst	Operations Manager	Travel & Materials	Labor Cost	Cost per Task	PM / Senior Resource and Recreation Planner	Senior Biologist	Senior Archivist / GIS	Travel & Materials	Labor Cost								
						Hours	Travel & Materials	Labor Cost																			
Joe Pundarik	Jacob Leon	Alex Samarin	Marina Varano	Nicole Rogge	Isabel Peret	Madeline Pycher	11	\$ -	\$ 1,801	2	\$ -	\$ 430	\$ 1,801	\$ 430													
\$215	\$175	\$159	\$128	\$118	\$113		52	\$ -	\$ 8,446	6	\$ -	\$ 1,290	\$ 8,446	\$ 1,290													
1. Internal Assessment and Project Administration																											
1.1 Kickoff Meeting	2	4	1	4	11		2	\$ -	\$ 1,801	2	\$ -	\$ 430	\$ 1,801	\$ 430													
1.2 Project Progress Meetings	8	18	8	18	52		6	\$ -	\$ 8,446	6	\$ -	\$ 1,290	\$ 8,446	\$ 1,290													
1.3 Communication	2	4	1	6				13	\$ -	\$ 2,057	5	\$ -	\$ 2,057	\$ 5													
Task 1 Totals							12	26	10	28	0	0	76	\$ -	\$ 12,394	\$ 12,394	8	0	0	0	0	\$ -	\$ -				
2. Research and Data Collection																											
2.1 Review of Existing Documents, Vision, and Goals	2	4	2	8	16			16	\$ -	\$ 2,472	5	\$ -	\$ 1,075	\$ 2,472	\$ 1,075												
2.2 Data Collection	4	4	4	8	8			8	\$ -	\$ 1,148			\$ -	\$ -													
2.3 Inventory and Analysis	2	40	8	40	96			96	\$ 16,000	\$ 148,466	31	\$ -	\$ -	\$ -													
2.4 Industry Trends and Best Practices	4	12	6	12	22			22	\$ -	\$ 2,944	1	20	\$ 21	\$ 3,215	\$ 3,215												
2.5 Service Area Analysis / Parks	2	4	4	28	4	12		62	\$ -	\$ 8,122	8	0	\$ -	\$ -													
2.6 Demographic Trends Analysis	2	4	16	5	16			16	\$ -	\$ 2,276	5	0	\$ -	\$ -													
Task 2 Totals							8	54	18	100	8	22	12	222	\$ 16,000	\$ 16,008	\$ 48,408	6	0	0	0	0	\$ -	\$ -			
3. Community Engagement & Needs Assessment																											
3.1 Community Engagement Plan	1	4	4	8	13			13	\$ -	\$ 1,631	5	0	\$ -	\$ -													
3.2 Community Meetings and Pop-up Workshops	60	68		68	184			184	\$ 6,800	\$ 35,812	32	432	\$ -	\$ -													
3.3 Surveys	4	6	6	12	10			10	\$ 12,000	\$ 1,468	5		\$ -	\$ -													
3.4 Stakeholder Meetings	4	16	4	20	44			44	\$ -	\$ 6,956	6	656	\$ 18	\$ 3,870	\$ 3,870												
3.5 Project Branding, Website, and Online Tools	1	12	12	16	41			41	\$ -	\$ 5,135	5	535	\$ -	\$ -													
3.6 Staff and Partnership Recommendations	2	4	4	4	10			10	\$ -	\$ 1,642	1	1,642	\$ -	\$ -													
Task 3 Totals							4	82	4	110	12	40	0	292	\$ 18,000	\$ 42,444	\$ 81,144	18	0	0	0	0	\$ -	\$ -			
4. Plan Recommendations																											
4.1 Capital Improvements and Recreation Needs	12	24	32	8	76			76	\$ -	\$ 11,820	25	5	\$ 16,500	\$ 16,500													
4.2 Parks, Open Space, and Recreation Element Recommendations	4	6	12		22			22	\$ -	\$ 3,446	5	5	\$ 2,700	\$ 2,700	16												
4.3 Strategic Action Plan	4	12	24	16	56			56	\$ -	\$ 7,500	60	10	\$ 20,850	\$ 20,850													
4.4 Conceptual Plans for Three Slits	4	15	44	48	108			108	\$ -	\$ 14,444	14	44	\$ -	\$ -													
Task 4 Totals							24	58	0	108	0	72	0	252	\$ -	\$ 17,630	\$ 37,450	90	15	21	52	218	\$ -	\$ 40,050	\$ 40,050	\$ -	\$ -
5. Development of Final Plans and Supporting Materials																											
5.1 Draft Master Plan	12	28	4	52	15	60		12																			
5.2 Review and Feedback	2	10	4	24	16			5																			
5.3 Plan Presentation	2	24	4	80	15	76		12																			
Task 5 Totals							18	62	4	80	15	76	12	285	\$ 17,630	\$ 17,630	\$ 51,460	5	0	0	0	0	\$ -	\$ -	\$ -	\$ -	
Total Hours By Staff							64	282	36	426	35	250	24	1117													
															Direct Labor Costs:			\$51,755					Direct Labor Costs:		\$26,980		
															Material Direct Costs:			\$51,755					Material Direct Costs:		\$3,200		
															110% Total Cost			\$51,755					110% Total Cost		\$30,180		
															Ascend, Inc. Total Cost			\$51,755					Ascend, Inc. Total Cost		\$299,881		

TOWN COUNCIL STAFF REPORT

Title: Approve the Town of Mammoth Lakes Fiscal Year 2025-26 5-Year Capital Improvement Plan (CIP).

Meeting Date: September 3, 2025

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

RECOMMENDATION:

Staff recommend the Town Council approve the 5-year Capital Improvement Plan.

BACKGROUND:

On August 7, 2024, The Town Council approved the current version of the Capital Improvement Plan (CIP). The current version includes both the 5-year CIP and Long-range CIP. Staff revised the CIP and presented the documents to the Parks and Recreation Commission (December 3, 2024) and the Planning and Economic Development Commission (October 9, 2024). Staff incorporated comments received from these commissions. Revisions to the CIP were presented to the Town Council as part of the budget process and advanced during the June 2025 budget presentation. After a Staff presentation and discussion by Town Council there was consensus to advance the draft document and associated projects. Government Code Section 65401 requires the Town's planning agency to review and report on proposed CIP projects for conformity with the General Plan. The Planning and Economic Development Commission (PEDC) is the Town's designated planning agency. On August 13, 2025, Staff presented the draft CIP along with a matrix demonstrating each project's conformance with the General Plan. The Planning & Economic Development Commission adopted a resolution confirming that the 5-year CIP is consistent with the General Plan.

ANALYSIS/DISCUSSION:

The 5-Year CIP is the Town of Mammoth Lakes plan for short and mid-range capital facilities and infrastructure implementation. The plan is well coordinated with the ongoing maintenance of facilities and infrastructure as well as the development of new infrastructure. The CIP provides a linkage between the Town General Plan, Strategic Priorities, the budget and various master planning documents, and provides a means for planning, scheduling, and implementing capital projects over the next five years. The 5-year Capital Improvement Plan attempts to program the highest priority Capital Projects and Maintenance and Rehabilitation Projects for the next five-year period. Projects included in the 5-Year CIP are generally non-recurring projects that generally cost \$25,000 or more and have a long service life. CIP expenditures are considered beyond the scope of normal annual operating or maintenance expenditures and work programs.

CIP Process and Structure

The draft 5-Year CIP is designed to be reviewed at least twice a year and revised based on current circumstances and opportunities. Revisions made with the budget process and during the third and fourth quarter adjustments should consider historic requirements and expenditures for capital projects. The funding for the CIP may also be considered with the close-out of the Fiscal Year analysis of fund balances. While the 5-Year Plan does not appropriate funds, it does serve as a planning tool to identify needed capital projects, estimate capital requirements, and coordinate financing and timing. The CIP identifies projects for annual funding, focuses resources in program areas, and supports planning recommendations.

Where appropriate, the CIP identifies project impacts on future operating budgets, including additional staffing, maintenance, and other recurring operational expenditures that require ongoing funding that must be considered in the planning and approval of projects. In general, the full cost of the project will be identified in the fiscal year work is proposed to begin; however, most projects will take more than one fiscal year to complete. In all cases a project is fully funded at the time of construction contract award, and the annual budgeting of multi-year projects is represented in the Finance Department's annual budget. In some cases, incremental steps or phases of large projects will be taken with future work dependent on funding. For this reason, Staff will carry over aspects of multi-year projects in the CIP for reference. This helps to maintain focus on new project development, scheduling, and financing. Future reports will have background information on completed projects and those in process looking back at least three years. The CIP includes some planning projects intended to help the Town Council understand impacts to staffing, work programs, and upcoming projects. Many of these planning projects require significant staff resources.

The 5-year CIP will include a large variety and number of projects. To allow focused and comparative evaluation and decision-making, facilities will be grouped by the following general categories:

- **Affordable Housing (AF).** Includes capital projects that advance the Town's housing goals. Includes development of The Parcel and other Town owned land and creative solutions to attain additional community housing for the local workforce.
- **Airport (AP).** The Town of Mammoth Lakes owns and operates "The Mammoth-Yosemite Airport" (MMH). The facility is located within the Town limits six miles south of the Town on Highway 395. The facility includes hangars, a commercial terminal building, runway and apron, and support vehicles and equipment.
- **General Facilities (GF).** The category includes Town owned structures and equipment. This includes the municipal corporation yard on Commerce Drive. The corporate garage maintains Town vehicles as well as vehicles and equipment for Eastern Sierra Transit Authority (ESTA), Mammoth Lakes Police Department (MLPD), Mammoth Lakes Fire Protection District (MLFPD), Mono County Office of

Education (MCOE), and Mammoth Unified School District (MUSD). Structures specific to Transit are categorized as TT.

- **Police Department (PD).** The Town of Mammoth Lakes owns the MLPD Police Station. Regular maintenance and improvements are the responsibility of the Town of Mammoth Lakes. The maintenance of the MLPD fleet is managed under general facilities.
- **Parks and Recreation (PR).** Projects within this category are related to the numerous park facilities owned and managed by the Town. This category has been subdivided by park facility.
- **Storm Drain Projects (SD).** This category includes all drainage related facilities within the Town, including storm drains, culverts, inlets, and basins.
- **Streetscape and Signage (SS).** Includes street side landscaping, furniture, banners and decorations, and wayfinding signage.
- **Streets (ST).** This category includes capital improvements within the 118 miles of public right-of-way in the Town. The improvements may include reconstruction of roadways, new traffic signals or streetlights, and new curb and gutter.
- **Sidewalks (SW).** This section contains all the Town sidewalks.
- **Trails (TR).** The Town is responsible for a large network of multi-use paths and trails. This system is managed within this category.
- **Transit and Mobility (TT).** Includes bus shelters, signs, and structures used to maintain and store transit vehicles.

The CIP includes a Long-range project list. The purpose is to identify projects which are important, but implementation and funding extend beyond the five-year window. Some of these Long-range projects may not be fully developed and ready to be placed in the 5-year CIP. The Long-range project list also supports the ongoing and future Development Impact Fee study. The CIP does not include all capital purchases and programs. For example, the Town has a robust vehicle replacement program, which is managed separately from the CIP. The Town regularly sets aside funding to update technology (hardware and software) outside of the CIP. The Town provides departmental or Town wide contingency funding to address emergency repairs or equipment failures.

Project Outlook

The FY25-26 CIP Project outlook represents 11 carry-over projects from FY24-25 and 11 new projects in development, planning, or ready for construction. A brief description of the projects is included in the draft CIP FY25-26 Project Summary. The budget breakdown including funding sources for FY24-25 Carry-over and FY25-26 projects are included in

Table 1 and **Table 2**. Of the over \$76M expected to be expended on public facilities through FY26 about \$14.5M will come from the general fund. Much of the general fund contribution is dedicated to housing and street related projects. The significant carry-over projects include the Town Hall, McCoy Arts and Cultural Center (MACC), and street maintenance projects. The FY25-26 CIP program is well established, and staff have started working on many of these projects. Currently almost all the proposed FY25-26 projects are funded. Significant projects for FY25-26 include various street maintenance projects.

The FY26-27 program includes the construction of the Minaret MUP (multi use path). This project is expected to begin in summer 2026. Staff also anticipate four infrastructure maintenance projects in 2026. Staff proposes a striping project to be contracted in late winter for painting of the entire Town, a slurry and fog seal project for the Slopes neighborhood, targeted asphalt repair and replacements, and miscellaneous concrete repairs Townwide. Staff are also proposing additional beautification work targeting Old Mammoth Road. The summer of 2026 will continue to be very busy. Staff will be closing out the Town Hall and managing the MACC. With the proposed infrastructure work and Minaret MUP there is little staff capacity to add larger projects for next summer. However, beyond summer 2026 staff see the opportunity for the Town Council to provide direction on CIP projects. The proposed FY26-27 program is included as **Table 3**.

Table 4 represents the complete 5-year CIP. Many of the projects in outlying years are there as place holders waiting for funding to be allocated. These projects have been discussed by the Town Council and/or are identified in existing Town documents. This Table represents the totality of the 5-year program and offers the most opportunity for the Town Council participation. Beyond FY26-27 Staff is looking for some consensus on future investment projects the Town Council desires to advance and those they wish not to pursue. As part of the presentation and approval process staff will walk through these tables and associated charts and provide an opportunity for the Town Council to respond to the proposed opportunities and provide direction. The results of this conversation will be included in the final draft at which time CIP final project sheets, tables, and charts will be completed and incorporated into the final document.

Future Investment Projects

The CIP process provides opportunity for the Town Council, Staff, and commissions to propose new projects. These projects could be funded with one time Town funds or through grants. The Town's budgeting practices provide the Town Council the option to dedicate and save funds to complete larger projects. The next opportunity will be September 17th. Staff have organized this discussion into the categories near and longer-term projects, maintenance projects, and TOML workforce housing strategy & priorities. The direction staff is looking for is identified in each element.

Near Term

Staff are seeking general consensus on the development of these two projects. Funding is available within existing budgets to advance both projects.

Davison Gate and Signage - The Town has been experiencing a significant increase in the number of multi-car accidents along Davison Road. Last winter in response to the accidents staff created a snow berm near the top of the road which blocked downhill traffic from the ski area. While not a perfect solution it did result in a reduction in accidents. Staff are proposing the installation of a gate and turnable “Not A through Street” and “No Ski Area Access” signage that would allow public works and the police department to open and close the road when it is icy. The gate would also be noted on Town mapping as a winter closure. If there is consensus to proceed staff would provide information by door hangers to residents advising of the change for this winter. The cost of the project is anticipated to be less than \$25,000.

Real Time Transit Information - The Town and ESTA have been working with Caltrans on the development of a real-time transit information system. The team is working on a pilot program that would evaluate real time signage at up to nine locations along Main Street. Signs would be deployed at existing bus shelters along Main Street and the Park and Ride lot. Caltrans is working with the manufacturer of the signs, the application developer, GPS programs, and has evaluated cellular coverage to ensure that the system will work when deployed. Initially Caltrans indicated that they had funding to purchase the signs, however, it does not appear that they will be able to do so. Considering the level of support the Town is receiving from the State, Staff will recommend use of existing Transit related funds to purchase the necessary hardware if the project is deemed to be viable.

Longer Term

The following projects have been discussed at some point over the years. The project descriptions offer a snapshot of the proposed project. These projects are large, expensive, and warrant further conversation. The projects offer the Town Council an opportunity to provide some level of prioritization for discussion and funding. If the Town Council is interested in setting aside funding including Development Impact Fees (DIF) to advance any of these projects Staff could incorporate these opportunities into future budget meetings. These projects provide an opportunity to plan for longer term infrastructure development while staff work through the larger planning process as discussed in the Parks and Recreation Master Plan discussion.

Restrooms

In recent years there have been requests for additional public bathrooms in public spaces along Main Street and the Park n’ Ride lot. Staff understand that this request is in order to take the burden off of private businesses. The request communicated to staff is to provide these facilities year-round. Currently the Town owns and operates 11 restrooms in the summertime. This does include the 13 restrooms the USFS operates. Of the 11 restrooms the Town owns only 3 are designed for winter service (Park at Parcel, Sherwin Trailhead (pit toilet), Pickleball complex). Staff have tried to heat other restrooms for winter operations with limited success. Staff are in the process of designing a replacement restroom for Shady Rest Park. This restroom would have separate Men’s and Women’s facilities and would be a heated, pre-manufactured unit like at the Park at the Parcel. The estimate for the restroom is just over \$500k not including the grading, utilities, ADA path or any other site work. We expect the final cost to approach \$1M inclusive of design. This

example illustrates the high cost of construction but does not include operations and maintenance. Staffing is the highest cost associated with maintaining restroom facilities. Most of the Town's restroom facilities are cleaned multiple times a day. As the Town adds facilities it needs to account for the additional staffing that is needed to maintain these facilities. This is compounded in the wintertime as it becomes harder to provide a high level of service for snow removal and janitorial work with the same staff, which is currently how the department is organized. The Town does not have a restroom replacement or upgrade plan. Staff would like direction from the Town Council on how to proceed in this space.

Infrastructure Projects

1. Safety Projects – The Town received \$80,000 in Federal funds to complete a Safety Action Plan. The plan will result in a toolkit of improvements aimed at reducing accidents. The plan will include a list of prioritized projects and locations. Projects like activated crosswalks. Staff anticipate recommending funding for these projects in future CIPs.
2. Bus Shelters – The Vons bus shelter on Old Mammoth Road is the only non-standard shelter in the system. All other shelters in Town have been updated. Staff have evaluated the reconstruction of this shelter and found that the existing easement is too small for our standard shelter. Staff are discussing the relocation of the shelter or designing a special structure for this location. There are needs for shelters in other parts of Town such as Old Mammoth Road and Tavern to serve the long-distance buses. The expansion of bus shelters is an opportunity for the Town Council to direct transit investment.
3. South Main MUP – Staff is currently designing the project using State Transportation Improvement Program (STIP) funds. It does not appear that there will be sufficient STIP funding in future years to program this project. Staff view this project as the last true gap closure in the MUP network. Considering the high use of the surrounding MUPs and the new Minaret MUP Staff see this as a high priority MUP project. The Town has received a Highway Safety Improvement Program (HSIP) grant which will provide a pedestrian activated crosswalk and some pedestrian infrastructure at the intersection of Highway 203 and Mountain Blvd. The grant funding and potential developer contributions could assist in funding the project
4. Chateau pedestrian and drainage improvements – Many years ago the design of this project was funded through STIP. However, that funding fell through. The proposed project would include a new sidewalk, transit infrastructure and a storm drain system. Water draining from Chateau impacts the intersection of Old Mammoth Road where there is a natural low spot. There are numerous condo complexes along Chateau, and pedestrian infrastructure would support visitor circulation and safe routes to school.
5. Lower Canyon Blvd Pedestrian and Transit Improvements – The corridor of Canyon Blvd adjacent to the village has become a busy and congested area. There is a need to

reconfigure the bus parking for the Lakes Basin shuttle, Mammoth Mountain Ski Area (MMSA) bike Park and Summer and Winter Transit buses. The pedestrian crosswalk in this area has limited sight distance and an alignment that is challenging to use. Revising the infrastructure to reflect current uses would reduce conflicts and improve access.

6. Lakeview Blvd – The area near Canyon Lodge is heavily used in the wintertime for ski area access. The corridor lacks formalized parking, sidewalks, and transit infrastructure. Staff envision developing improvements in order to move pedestrians off of the roadway and vehicles to the shoulder to allow for safer snow removal operations and preserving emergency vehicle access.

Maintenance Programs

As noted above, if funding is available staff will be recommending that all these projects move forward. Staff believe these treatments are critical to protecting and ensuring the longevity of our assets. It is expected that budgets and scope will be refined to fit within available funding.

Slurry seals are a pavement maintenance treatment used to preserve and extend the life of asphalt roads. In advance of the treatment, significant work is done to seal crack and patch potholes and other damage. In 2024 staff treated most arterials roads with a slurry treatment. In 2025 the program was expanded to incorporate residential neighborhoods around the Knolls and Allen tract. In 2026 staff are proposing to provide slurry treatments to the Slopes Neighborhood (Canyon/Lakeview area). In 2025 staff indicated that they would not be recommending any significant road rehabilitation projects until the Golden Connect fiber project is completed. Staff still believe that this is the right approach. Staff will focus on targeted repairs and stop gap asphalt work. Public Works plans to schedule Townwide striping as a stand-alone project. This maintenance work would be contracted in late spring with completion set for late May. Contracting this work frees up Public Works staff to focus on special projects that would typically be difficult to contract. Finally, Staff anticipate a need to complete concrete repairs throughout Town. Good progress has been made in addressing deferred concrete maintenance. However, each winter season results in new damage that will need to be addressed.

TOML Workforce Housing Strategy & Priorities

The Town General Plan has established a community vision for “Adequate and appropriate housing that residents and workers can afford”. The need for low-income housing, that is affordable to households earning ≤ 80 percent of area median income (AMI), is being met for the foreseeable future by several hundred low-income units being developed using state and federal funds at ‘The Parcel’ project. It is housing that is affordable to workforce households earning between 80 and 150 percent of AMI, that the Town should focus its limited capital and staff resources on over the next 10 years. This segment of the population is sometimes referred to as ‘the missing middle’, which describes the inability of the current housing inventory to meet their need for affordable rents and/or sales prices. These households, who are often employed in critical community-serving jobs, do not qualify for low-income housing programs, and market rents/prices often leave them cost-burdened

and/or overcrowded. This affects the economic and social health of many workforce households and, as a result, the health of the Town economy, services, and community fabric.

Workforce Housing Priorities:

1. Establish the community need and identify priorities for specific workforce income levels and unit types (this is currently underway via the Housing Needs Assessment & Housing Survey).
2. Complete the development of Phase 3 of The Parcel with its approximately 40 workforce ownership units (currently underway, expected completion 2028). Staff expect this will meet the for-sale workforce housing need for several years.
3. Identify and acquire, or lease, land suitable for workforce rental housing projects of sufficient scale (50+ units).
4. Commit local funding on an ongoing basis for middle-income workforce rental projects.
5. Explore various workforce rental housing financing models, partnerships with local agencies and large employers, and coordinate with workforce housing developers and construction contractors.
6. Continue to develop small site for-sale workforce housing ownership projects as needed and as funding allows.

Project Analysis

Several factors are considered in preparing a Capital Improvement Program. The primary one for the Town is the availability and restriction of funding. Some of our current projects are funded with restricted revenues such as grants, State or Federal funds or Town funds such as Measure R and U, gas tax or assessment districts. This often results in what may be a lower priority project being funded over a high priority one. CIP projects are also reviewed to address the following needs:

- To address legal requirements such as ADA, safety requirements, or hazardous conditions.
- To extend the useful life and reduce maintenance costs of existing capital investments such as roads, MUPs, sidewalks, storm drains, curbs & gutters, and airport improvements.
- To address deferred maintenance in parks, the Airport, and other Town facilities.
- To support and enhance mandated and core services such as solid waste, emergency services, communications, drainage, pedestrian improvements, transit improvements, traffic signals and signage.
- To expand and improve community services and amenities such as the Community Recreation Center (CRC), MACC, trails, and parks.
- To meet identified community needs and the Town Council strategic priorities such as affordable housing, parking, and mobility needs.

STAFFING CONSIDERATIONS:

The FY25-26 CIP represents a significant workload that continues to be historically large. The Town continues to add more capital and maintenance projects. Staff recognizes the

importance of these projects to the community and has not declined to take on additional projects however, many projects will be delayed as the capital work program is beyond the capacity of the existing Staff. The CIP is only one aspect of the overall Public Works work program and Staff is working to balance the many important competing priorities.

FINANCIAL CONSIDERATIONS:

Almost all the FY25-26 projects are funded. Beyond FY26-27 funding becomes less certain. The Town's current financial planning and budget process has provided a very workable and effective means of funding unforeseen budgetary needs and capital projects. This process is recommended to continue going forward. The 5-year CIP is designed to assist in prioritizing projects and funding allocations through a regular process. Annual funding recommendations and adjustments are recommended as part of the 3rd and 4th quarter budget review (9-17-25). This can also mean shifting project priorities. As part of the audit process and later discussion on available fund balances also represent an opportunity for funding, provided other fiscal policies are met such as reserve levels, cash flow, increased costs for existing projects, or other unforeseen impacts.

ATTACHMENTS:

Table 1 - CIP Budget Outlook for 24-25 Carry Over

Table 2 - CIP Budget Outlook for 25-26

Table 3 - CIP Budget Outlook for 26-27

Table 4 - 25-26 5-year CIP

Draft CIP - <https://www.ci.mammoth-lakes.ca.us/DocumentCenter/View/15725/Final-Draft-CIP-2025-26>

TABLE 1 - CIP Budget Outlook for 24/25 Carry Over to 25/26															
Project #	Carry over - Project	Phase	Totals	TOML - GF Committed	STIP	M - U	M - R	SC DIF	Mello Roos	P&R DIF	Transit Reserves	Assessment District	SB1	Other	Grants / Donations
AP9	Reconstruct General Aviation and Terminal Area Parking Lot	CON	\$1,945,000												\$1,945,000
AF1	The Housing Now! Initiative (245)		\$8,000,000	\$8,000,000											
AF4	IIG Parcel Infrastructure (Town Infrastructure)	CON	\$11,000,000												\$11,000,000
GF9	Mammoth Arts and Cultural Center (MACC)	CON	\$17,220,000	\$1,820,000		\$4,400,000									\$11,000,000
GF14b	Civic Center - Town Hall Construction	CON	\$29,500,000	\$29,500,000											
PR14	Mammoth Creek West Park Improvements	CON	\$850,000	\$500,000			\$350,000								
PR15	Shady Rest Restroom	PS&E	\$200,000				\$200,000								
PR16	Park Signage	CON	\$100,000				\$100,000								
SS1	Old Mammoth Road Beautification	CON	\$500,000									\$500,000			
ST15	Minaret / Meridian round-a-bout	PS&E	\$400,000	\$220,000	\$180,000										
TR2	Main Street South Side MUP Gap Closure (Town Loop)	PS&E	\$200,000		\$200,000										
			\$69,915,000	\$40,040,000	\$380,000	\$4,400,000	\$650,000	\$0	\$0	\$0	\$0	\$500,000	\$0	\$0	\$23,945,000

TABLE 2 - CIP Budget Outlook for 25/26														
Project #	25/26 - Project	Phase	Totals	TOML - GF Uncommitted	TOML - GF Committed	M - U	SC DIF	STIP	Assessment District	Transit Reserves	SB1	LTC - RPA / PPM	Other	Grants
AP2a	Multipurpose Building Phase 1 - Design	PS&E	\$350,000		\$32,690									\$317,310
AP2b	Multipurpose Building Phase 1 - Construction	CON	\$1,450,000		\$135,430									\$1,314,570
AP4a	Reconstruct Town-Hangar Taxilanes Design	PS&E	\$229,000		\$21,389									\$207,611
GF3	ADA Specific Improvements	CON	\$25,000	\$25,000										
SS3	Trail and Municipal Signage Updates	CON	\$25,000	\$25,000										
SS4	Winter Animation and Decorations (Purchase Additional Décor and Install/Remove Annually)	CON	\$35,000	\$35,000										
SS5	2025 Streetscape and Infrastructure Repair Project	CON	\$500,000	\$500,000										
ST1	2025 Road and MUP Rehabilitation Project	CON	\$2,000,000	\$2,000,000										
ST2	2025 Slurry and Striping Project	CON	\$1,000,000	\$1,000,000										
ST3	203 / Mountain Blvd Pedestrain Beacon (HSIP)	CON	\$350,000	\$350,000										
TBID1	TBID Kiosk	CON	\$100,000										\$100,000	
			\$0											
			\$6,064,000	\$3,935,000	\$189,509	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000	\$1,839,491

TABLE 3 - CIP Budget Outlook for 26/27									
Project #	26/27 - Project	Phase	Totals	TOML - GF Uncommitted	TOML - GF Committed	STIP	Assessment District	Transit Reserves	Grants / Donations
AP2c	Multipurpose Building Phase 2 - Construction	CON	\$7,517,500	\$1,476,801					\$6,040,699
AP4b	Reconstruct Town-Hangar Taxilanes Construction	CON	\$4,059,566	\$1,537,431					\$2,522,135
AP10	Equipment Acquisition - Replace ARFF Vehicle	N/A	\$1,320,000	\$123,288					\$1,196,712
GF3	ADA Specific Improvements	CON	\$25,000	\$25,000					
PR3	Parks Maintenance & Improvements	CON	\$200,000	\$200,000					
SS4	Winter Animation and Decorations (Purchase Additional Décor and Install/Remove Annually)	CON	\$35,000	\$35,000					
ST4	Annual Slurry and Striping Project	CON	\$500,000	\$500,000					
ST12	Bluffs Assessment District Maintenance Project - Fog Seal	CON	\$10,000				\$10,000		
TR4	Minaret MUP	CON	\$3,000,000			\$3,000,000			
TT7	Village Parking and Pedestrian Improvements - Pending Grant/Other Funding	PS&E	\$1,000,000					\$1,000,000	
TT9	Parking at Parcel (50+ Spaces)	CON	\$150,000	\$150,000					
			\$17,817,066	\$4,047,520	\$0	\$3,000,000	\$10,000	\$1,000,000	\$9,759,546

TABLE 4 - 25/26 5 year CIP									
Page	Project #	Description	Previous & Carry over	25/26	26/27	27/28	28/29	29/30	Total
Affordable Housing									
	AF1	The Housing Now! Initiative (245)	\$8,000,000						\$8,000,000
	AF4	IIG Parcel Infrastructure (Town Infrastructure)	\$11,000,000						\$11,000,000
Airport									
	AP2a	Multipurpose Building Phase 1 - Design		\$375,000					\$375,000
	AP2b	Multipurpose Building Phase 1 - Construction		\$2,100,000					\$2,100,000
	AP2c	Multipurpose Building Phase 2 - Construction			\$7,517,500				\$7,517,500
	AP3	Wildlife Security Fence				\$4,884,180			\$4,884,180
	AP4a	Reconstruct Town-Hangar Taxilanes Design		\$229,000					\$229,000
	AP4b	Reconstruct Town-Hangar Taxilanes Construction			\$4,059,566				\$4,059,566
	AP5a	Runway RSA and OFA Grading Design & Construction						\$5,547,264	\$5,547,264
	AP9	Reconstruct General Aviation and Terminal Area Parking Lot Construction	\$1,945,000						\$1,945,000
	AP10	Equipment Acquisition - Replace ARFF Vehicle			\$1,320,000				\$1,320,000
	AP11a	Helicopter Parking Apron Phase I with Access Taxiway, Access Road and Parking Lot					\$7,835,137		\$7,835,137
	AP11b	Helicopter Parking Apron Phase 2 with Access Taxiway, Access Road and Parking Lot						\$2,801,215	\$2,801,215
	AP14	MAGVAR Change Runway Numbers to 11-29 including updating signage				\$234,000			\$234,000
	AP15	Replace Doe Ridge Obstruction Lights						\$247,000	\$247,000
	AP16	General Aviation Apron North Expansion						\$5,397,110	\$5,397,110
General Facilities									
	GF3	ADA Specific Improvements		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
	GF7	Biomass Facility							\$0
	GF9	Mammoth Arts and Cultural Center (MACC)	\$17,220,000						\$17,220,000
	GF10	Community Center at Parcel (Future Phase Addition)							\$0
	GF14b	Town Hall Construction	\$29,500,000						\$29,500,000
Police Department									
	PD1								\$0
Parks and Recreation									
	PR3	Parks Maintenance & Improvements			\$200,000	\$150,000	\$150,000	\$150,000	\$650,000
	PR8	Whitmore Park Improvements (Restrooms, Locker Rooms, Trails) - Grant Pending						\$3,000,000	\$3,000,000
	PR9	Pump Track							\$0
	PR14	Mammoth Creek West Park Improvements	\$850,000						\$850,000
	PR15	Shady Rest Restroom	\$200,000						\$200,000
	PR16	Park Signage	\$100,000						\$100,000
Storm Drain									
	SD1	Storm Drain Construction Plans (John Muir and Davison)							\$0
Streetscape and Signage									
	SS1	Old Mammoth Road Beautification	\$500,000						\$500,000
	SS3	Trail and Municipal Signage Updates	\$25,000	\$25,000					\$50,000
	SS4	Winter Animation and Decorations (Purchase Additional Décor and Install/Remove Annually)		\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
	SS5	2025 Streetscape and Infrastructure Repair Project		\$600,000					\$600,000
Streets									
	ST1	2025 Road and MUP Rehabilitation Project		\$3,000,000					\$3,000,000
	ST2	2025 Slurry and Striping Project		\$560,000					\$560,000
	ST3	203 / Mountain Blvd Pedestrain Beacon (HSIP)		\$350,000					\$350,000
	ST4	Annual Slurry and Striping Project			\$500,000	\$500,000	\$500,000	\$500,000	\$2,000,000
	ST6	SB1 Projects					\$185,000		\$185,000
	ST10	2021 SB1 Project (Curb and Gutter Replacement P3, Street Rehab, etc.)				\$444,400			\$444,400
	ST12	Bluffs Assessment District Maintenance Project - Fog Seal			\$10,000				\$10,000
	ST15	Minaret / Meridian round-a-bout design	\$400,000						\$400,000
Sidewalks									
Trails									
	TR2	Main Street South Side MUP Gap Closure (Town Loop)	\$200,000						\$200,000
	TR4	Minaret MUP			\$3,000,000				\$3,000,000
Transit and Mobility									
	TT4	Old Mammoth Road Transit Shelter (Replacement of CJ/Vons)				\$160,000			\$160,000
	TT5	Intelligent Transit System Improvements - Real Time Transit Information							\$0
	TT7	Village Parking and Pedestrian Improvements - Pending Grant/Other Funding			\$1,000,000				\$1,000,000
	TT9	Parking at Parcel (50+ Spaces)							\$0
TBID Projects									
	TBID1	TBID Kiosk Project		\$100,000					\$100,000
TOTALS			\$69,940,000	\$7,399,000	#####	\$6,432,580	\$8,730,137	#####	\$127,871,372

TOWN COUNCIL STAFF REPORT

Title: Town of Mammoth Lakes priorities for the FY25/26 Inyo National Forest Program of Work

Meeting Date: September 3, 2025

Prepared by: Lawson Reif, Outdoor Recreation Manager

RECOMMENDATION:

Approve the Town of Mammoth Lakes (TOML) priorities for the FY25/26 Inyo National Forest Program of Work.

BACKGROUND:

In preparation for the new Federal Fiscal Year beginning October 1st, 2025, TOML prepares a list of priority projects for review by Inyo leadership. The criteria to include projects on the list are those that require higher level National Environmental Policy Act (NEPA) and specialist input. Submitting TOML priorities at this time allows for review prior to the start of the new federal fiscal year, when forest leadership are developing their work program.

It is not anticipated that all projects listed would be included in the Inyo National Forest Program of Work, however the full list of priorities is recommended so Inyo leadership is aware of the Town's priorities in general. The priorities you will see in the proposed letter are merely recommendations from the Outdoor Recreation Manager and may not cover all Town Council priorities. The letter can be adjusted to include those additional items, if any, or to modify the order of importance of the items listed.

ANALYSIS:

Below is a brief description of each project listed in the Town's priorities for the FY25/26 Inyo National Forest Program of Work.

- 1) Since its incorporation & until recently, TOML has utilized the Snow Storage Area located at the Forest Service (USFS) Helipad located slightly east of the USFS compound along Highway 203. The USFS has not provided a definitive answer regarding future use of this site and considering the importance of snow storage within the Town, further engagement appears prudent.
- 2) Sherwin Area Recreation Plan (SHARP) continues to move forward as we are now in implementation for SHARP 3. SHARP 4 is the final environmental analysis needed in the *Snowcreek Meadow Area* and *Panorama Dome* that would complete this project.

- 3) Fuels Management and increasing resiliency in our community are paramount, with the recent events in Los Angeles highlighting this further. Fuels Management work on federal lands will require NEPA and specialist engagement. Without NEPA and subsequent authorization the Mammoth Lakes Fire Protection District (MLFPD), TOML, & others will not be able to treat or assist with treatment of USFS lands.
- 4) Shady Rest Inyo Craters was a planning effort funded by the State Off-Highway Vehicle (OHV) Program to look at potential new motorized routes between Mammoth & June Lake. The advent of e-Bikes has made this proposal even more relevant, and the Office of Outdoor Recreation would like to get the next recreation project in the queue with Inyo staff sooner rather than later. More information can be found here: <https://www.mammothlakesrecreation.org/shady-rest-inyo-craters>
- 5) Acquisition of Inyo lands around the Airport has been on the Inyo Program of Work Council approved document since 2022. This request makes sense to provide Mammoth-Yosemite Airport with the autonomy it needs to provide the best product possible.
- 6) The Town currently has an active special use permit for Mammoth Creek Park East, and a Bike Skills Area seems like a quality amenity to put on this piece of federal land immediately adjacent to Town. Bike Skills Areas exist currently on both USFS and other Federal Lands (specifically the Bureau of Reclamation).
- 7) The 2018 Farm Bill has been reauthorized and allows for housing to be built on USFS Administrative Sites. In Mammoth Lakes, that area is currently occupied by the USFS housing compound. The Mammoth District Ranger seems amenable to moving forward with proposals and having administrative housing on this site, usable by partner agencies, would have immense benefit to various organizations willing to participate.

FINANCIAL CONSIDERATIONS:

TOML currently has a Town Council approved Collection Agreement with the Inyo National Forest for \$70,000.00 to facilitate NEPA related to TOML prioritized project work. This *should* allow for a more efficient NEPA process once projects are approved.

ENVIRONMENTAL CONSIDERATIONS:

All projects requested by TOML for the FY25/26 Inyo Program of Work would require NEPA analysis.



Town of Mammoth Lakes

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

(760) 965-3600

www.townofmammothlakes.ca.gov

September 3, 2025

Re: Town of Mammoth Lakes priorities for the FY25/26 Inyo National Forest Program of Work

Dear Inyo National Forest Supervisor Yen & Mammoth District Ranger Wong,

Enclosed for your consideration are the priority projects of the Town of Mammoth Lakes for the FY2025/2026 Inyo National Forest Program of work. The following document has been presented to, and approved by, Town Council. The Town's priority projects that will require additional Inyo National Forest Resources, specifically for NEPA related work include:

- 1) Continued efforts related to permitting & environmental analysis of the *Snow Pit*.
- 2) Continued Sherwin Meadows (SHARP 4) trail planning & implementation.
- 3) Collaborative efforts related to NEPA to support Fuels Management.
- 4) Environmental analysis of Shady Rest Inyo Craters (SRIC) planning effort.
- 5) Acquisition of Inyo National Forest lands surrounding Mammoth Yosemite Airport.
- 6) Utilize current active special use permit for Mammoth Creek Park East to build Bike Skills Area.
- 7) Proactive engagement and work toward utilization of the Farm Bill to build administrative housing on Inyo National Forest Admin. Site.

We continue to be excited for the future and being able to work together meeting goals of the USFS and the expectations all of us who enjoy recreating on our public lands. If you have questions or require more information, please do not hesitate to reach out.

Please provide your feedback regarding these proposed additions to the FY25/26 Inyo National Forest Program of Work. We appreciate your consideration and look forward to our continued partnership to enhance opportunities and experiences for our residents and visitors enjoying the Inyo National Forest.

Sincerely,

Rob Patterson
Town Manager

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.