

AGENDA SPECIAL JOINT MEETING

BOARD OF SUPERVISORS AND MAMMOTH LAKES TOWN COUNCIL COUNTY OF MONO

STATE OF CALIFORNIA

MEETING LOCATION Suite Z, 2nd Floor Minaret Mall, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, CA 93546

Special Meeting December 19, 2017

TELECONFERENCE LOCATIONS:

1) First and Second Meetings of Each Month: Mammoth Lakes CAO Conference Room, 3rd Floor Sierra Center Mall, 452 Old Mammoth Road, Mammoth Lakes, California, 93546; 2) Third Meeting of Each Month: Mono County Courthouse, 278 Main, 2nd Floor Board Chambers, Bridgeport, CA 93517.

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517), and in the County Offices located in Minaret Mall, 2nd Floor (437 Old Mammoth Road, Mammoth Lakes CA 93546). Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517). **ON THE WEB**: You can view the upcoming agenda at http://monocounty.ca.gov. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at http://monocounty.ca.gov/bos.

1:00 PM Call meeting to Order

Pledge of Allegiance

1 OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

on items of public interest that are within the subject matter jurisdiction of the Board. (Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.)

2. AGENDA ITEMS

 A. Shared Recreation Position between Town and County Departments: CAO; Town Council 30 minutes (Mayor Wentworth; Dan Holler, Tony Dublino) - Presentation by Mayor John Wentworth regarding the creation of a shared recreation position between the Town and the County. Additional information provided by Town Manager Dan Holler and Assistant CAO Tony Dublino.

Recommended Action: Authorize CAO's office to pursue necessary agreements with Town to create a shared recreation position between the two agencies, and to apply the appropriate \$50,000 to the funding of said position.

B. Agreement between Mono County and Town of Mammoth Lakes regarding McFlex Property in Mammoth Lakes

Departments: County and Town

30 minutes (10 minute presentation, 20 minute discussion)

(Town and County Staff) - Proposed agreement beetween the County of Mono and the Town of Mammoth Lakes regarding the use of property located in Mammoth Lakes and known as the "McFlex Parcel."

Recommended Action: 1. Hear staff report and discuss proposed agreement. 2. Approve and authorize execution of proposed agreement or, alternatively, provide direction to staff regarding requested modifications and schedule a date for approval of revised agreement.

Fiscal Impact: There is no immediate fiscal impact from execution of the agreement. The estimation of fiscal impact resulting from development of a joint civic center is beyond the scope of this agenda item.

C. Cannabis Regulatory Program Update

Departments: TOML Community and Economic Development / Mono County CAO

(Nolan Bobroff, Assistant Planner; Tony Dublino, Asst. CAO) - A summary of the recent activities that Town and County staff have been involved in related to the regulation of commercial cannabis.

Recommended Action: None. Informational only.

Fiscal Impact: None.

D. Update on Housing Programs / Projects

Departments: TOML Community and Economic Development Director / Mono County CDD

(Sandra Moberly, Community and Economic Development Director; Megan Mahaffey, Community Development) - Housing Needs Assessment; Housing Action Plan; Shady Rest purchase; Coordination with Mono County. In order to access the Mono County Housing Needs Assessment and the Mammoth Lakes Community Housing Action Plan, please

visit: https://monocounty.ca.gov/bos/page/joint-town-county-special-meeting.

Recommended Action: None. Informational only.

Fiscal Impact: None.

ADJOURN



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

💻 Print

MEETING DATE ADDITIONAL DEPARTMENTS	December 19, 2017	DEPARTMENT	
TIME REQUIRED	30 minutes	PERSONS	Mayor Wentworth; Dan Holler, Tony
SUBJECT	Shared Recreation Position between Town and County	APPEARING BEFORE THE BOARD	Dublino

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Presentation by Mayor John Wentworth regarding the creation of a shared recreation position between the Town and the County. Additional information provided by Town Manager Dan Holler and Assistant CAO Tony Dublino.

RECOMMENDED ACTION:

Authorize CAO's office to pursue necessary agreements with Town to create a shared recreation position between the two agencies, and to apply the appropriate \$50,000 to the funding of said position.

FISCAL IMPACT:

CONTACT NAME: Tony Dublino

PHONE/EMAIL: 760.932.5415 / tdublino@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY** 32 DAYS PRECEDING THE BOARD MEETING **SEND COPIES TO:**

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

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County Staff Report

D <u>Talking Points</u>

History

Time	Who	Approval
12/14/2017 11:30 AM	County Administrative Office	Yes
12/14/2017 2:41 PM	County Counsel	Yes
12/14/2017 1:54 PM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman County Administrative Officer

Tony Dublino Assistant County Administrative Officer Dave Butters Human Resources Director

Jay Sloane Risk Manager

Date: December 19, 2017

To: Honorable Board of Supervisors and Town Council

From: Tony Dublino, Assistant CAO

Subject: Mono County Recreation Position – Update

Recommended Action(s):

Authorize CAO's office to pursue necessary agreements with Town to create a shared recreation position between the two agencies, and to apply the appropriated \$50,000 to the funding of said position.

Fiscal Impact:

\$50,000 (already appropriated in 17/18 budget).

Discussion:

At the December 12th Board meeting, the Board considered a variety of options for developing a Recreation Position that would become a single point of contact for County Recreation efforts. There was Board consensus to pursue the option of creating a shared position with the Town of Mammoth Lakes.

The basic structure of the position is included in the packet today, and will be discussed between the Board and Council.

At this time, the County has appropriated funding and with Board direction, is poised to initiate this effort immediately. The Town has yet to formally approve the position and/or the funding, but is expected to consider the issue at their December 20th meeting.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Bullino

Tony Dublino Assistant CAO

White Paper on Joint Town/County Gateway Recreation Specialist Position

Need

There is a growing need and support for local agencies to provide agreed upon assistance to the Forest Service. There are growing unfunded demands in at least the following areas:

- Permitting (i.e. use permits, film permits, other agreements)
- Visitor Centers (maintenance and staffing)
- Existing "hard infrastructure" Bathrooms, pavement maintenance, water, sewer, buildings
- Existing "soft infrastructure" trail maintenance, signage, campground services

The reduction in funding at the national level has exacerbated the decline in the quality of existing infrastructure, adequate staffing levels and limited to no new services or infrastructure. Similar needs exist in much of the County and Town recreational assets as well as on Federal lands.

It is recognized that the Town of Mammoth Lakes and Mono County's economic engine is tied to Tourism. A significant tourism draw is the recreational opportunities afforded through the Inyo and Humboldt Toiyabe (HT) Forests. The draw is enhance by the municipal assets and programs (i.e. – Whitmore Park, fish stocking, advertising, municipal multi-use trials, events, wayfinding).

To the extent that the quality of visitor experience(s) are negatively impacted by the condition of infrastructure and services this makes it more difficult to attract return visitors and new.

For the Town and the County to work with permittees to be successful and to have their own permits in proper order, also adds to the visitor experience and the ability of local agencies to assist the USFS in meeting other needs. This includes short-term permits for filming as well as long-term permits for guides, campgrounds etc.

For the Town, this is vitally important as it directly affects the use of restricted funds to meet needs on Forest Service Land. This includes: trail maintenance, sign placement, construction of new trails, cleanup of recreational areas, planning efforts to enhance all of these, addressing dog waste, to note a few.

With existing and growing backlog of infrastructure projects, the Inyo and HT can both use assistance in developing "shovel ready" projects that may be able to access new State and existing Federal funding sources by working with local agencies. Similar support is needed for municipal eligible projects.

There is also a lack of staff resources on the Forests to focus on convening community based organizations and individuals who may be interested in assisting in meeting the noted needs but do not know how or the exact nature of the need. Town and County resources are also limited in ability to provide a single point of contact to assist in the facilitation of community based requests for both municipal recreational improvements as well as federal land based enhancements.

Response

In August, the County convened a "Recreation Task Force" that developed a recommendation to create a County position that was focused solely on recreation. The County Board approved \$50,000 funding and now is considering the highest potential use and benefit of those funds. This proposed option is to form a public–to-public partnership with the Town, County and Forest Service.

A first step in assisting the USFS (Inyo and HT) in meeting the needs of the Town's and County's tourism, and providing direct support for municipal amenities serving the visitor experience is to provide direct support to areas of mutual benefit. Representatives of the Town, County and USFS have been exploring ways to provide this support.

The Forest Service, from the local office to Washington is supportive of looking at a creative public-topublic partnership. The concept is to have a joint Town/County position to work directly with the Inyo and HT Forests to assist in addressing key areas of need as noted above. The position will also assist in facilitation of public discussion, support and direct involvement in municipal recreational assets as well as those on federal lands.

The position will need to have:

Focus (a single position cannot not address everything) Priorities (address agreed upon items that bring success to all the parties) Access (support from Town and County personnel and access to key USFS personnel)

The above will need to be jointly fleshed out by the Town and County in cooperation with the Forest Service.

Structure

The proposed structure options include:

- a. Structure and Organization
 - i. Option A:
 - 1. Full-time County Position (alternately, Part-Time (960 hour) non-benefitted County position (and/or Town).
 - a. Position focused on unincorporated Mono County, including lands and projects adjacent to Town
 - 2. Part-time Town Position
 - a. Position focused on lands & project within Town limits
 - ii. Option B:
 - 1. Shared Full-time Position
 - a. 3 out of 5 workdays devoted to Town of Mammoth Lakes goals
 i. Town provides direction and oversight
 - b. 2 out of 5 workdays are devoted to Mono County goals
 i. County provides direction and oversight of this work load
 - c. Payroll for position is within Town on books as a Town employee
 - d. Office space is provided within Town offices on Town days
 - e. Position works remotely, or from County office work station in Mammoth, or in Bridgeport on County days
 - iii. Option C: Same as above but with 'flipped' allocation of time, etc.
- b. Position is modeled loosely similar to the Town's Trails Coordinator position

Cost Estimate

For a full year of service:

The County has set aside \$50,000 for the proposed staffing.

The Town will also need to set aside funding – estimated at \$100,000+/-, pending final salary.

For FY17-18 – it is likely the positon will only be in place for 2-3 months, at best so the funding is less but to be successful this program needs to have ongoing commitment. Assuming the position is hired this fiscal year.

If a priority – Next steps:

Confirm if the Town and County want to proceed together Development of the initial areas focus, priorities and support structure Finalize a job title, description and salary Prepare MOU between the parties (town & county) as appropriate to set expectations Finalize agreement with USFS as appropriate Initiate a recruitment



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

Print

MEETING DATE ADDITIONAL DEPARTMENTS	December 19, 2017	DEPARTMENT	
TIME REQUIRED	30 minutes (10 minute presentation, 20 minute discussion)	PERSONS APPEARING	Town and County Staff
SUBJECT	Agreement between Mono County and Town of Mammoth Lakes regarding McFlex Property in Mammoth Lakes	BEFORE THE BOARD	

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Proposed agreement beetween the County of Mono and the Town of Mammoth Lakes regarding the use of property located in Mammoth Lakes and known as the "McFlex Parcel."

RECOMMENDED ACTION:

1. Hear staff report and discuss proposed agreement. 2. Approve and authorize execution of proposed agreement or, alternatively, provide direction to staff regarding requested modifications and schedule a date for approval of revised agreement.

FISCAL IMPACT:

There is no immediate fiscal impact from execution of the agreement. The estimation of fiscal impact resulting from development of a joint civic center is beyond the scope of this agenda item.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 760-924-1704 (Mammoth) 760-932-5417 (Bridgeport) / ssimon@mono.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR PRIOR TO 5:00 P.M. ON THE FRIDAY 32 DAYS PRECEDING THE BOARD MEETING SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

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- **D** <u>Staff Report</u>
- Agreement
- **Exhibit A Record of Survey**
- **Exhibit B HMC report**

History Time

Time	Who	Approval
12/14/2017 4:15 PM	County Administrative Office	Yes
12/14/2017 5:01 PM	County Counsel	Yes
12/14/2017 10:16 AM	Finance	Yes



County of Mono

County Administrative Office

Leslie L. Chapman County Administrative Officer

Tony Dublino Assistant County Administrative Officer Dave Butters Human Resources Director

Jay Sloane Risk Manager

Date: December 19, 2017

To: Honorable Board of Supervisors

From: Tony Dublino, Assistant CAO

Subject: Agreement between Mono County and Town of Mammoth Lakes regarding McFlex Property in Mammoth Lakes

Recommended Action:

1. Hear staff report and discuss proposed agreement.

2. Approve and authorize execution of proposed agreement or, alternatively, provide direction to staff regarding requested modifications and schedule a date for approval of revised agreement.

Fiscal Impact:

There is no immediate fiscal impact from execution of the agreement. The estimation of fiscal impact resulting from development of a joint civic center is beyond the scope of this agenda item.

Discussion:

At the July 18, 2017 Joint Town/County Meeting, County staff presented the key deal points of a proposed agreement and explained the next steps for the construction of a civic center on the McFlex property.

Within the agreement, there were some legal issues that needed to be ironed out, as well as deal points to be negotiated that neither the Board nor Council had yet considered. Since that time, County Counsel Stacey Simon and Town Attorney Andy Morris have addressed the legal issues, and the attached draft reflects the County's best assessment of an agreement that the Town Council would support.

As the agreement was being developed, the County was advancing other aspects of the civic center project. This included the issuance of a Request for Qualifications (RFQ) for Design-Build Entities on September 14, 2017, the evaluation of the Statements of Qualifications received in response to the RFQ, and interviews with four firms. The County is now focused on developing and issuing a specific Request for Proposals to the short-listed Design-Build Entities. That process could be complete within 2-3 months, at which time the County will be prepared to make a determination as to whether to proceed with the civic center project and, if so, to move forward with a contract with the selected firm and project financing.

Prior to taking those steps, the agreement must be executed. Because of the significant financial consequences the County would face if the project (and proposed move-in date) are delayed, the County is respectfully requesting the Town's consideration of the MOU at the *earliest possible opportunity*.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

Dullino

Tony Dublino Assistant CAO

Post Office Box 696 74 N. School Street, Annex I Bridgeport, CA 93517 Phone: (760) 932-5400 Facsimile: (760) 932-5411

MONO COUNTY/TOWN OF MAMMOTH LAKES PROPERTY USE AGREEMENT

This Agreement is made this ____th day of _____ 2017, by and between the Town of Mammoth Lakes, a general law city (the "Town"), and the County of Mono, a political subdivision of the State of California (the "County"), and pertains to the use, possession and development of adjoining parcels of real property owned by the Town and by the County within the Town of Mammoth Lakes. The Town and the County may be referred to herein individually as an "Owner" and collectively as the "Owners."

I. RECITALS

A. The Owners have fee title ownership of adjoining parcels of real property, consisting of approximately 6.24 acres in combined size, located adjacent to Mammoth Hospital in Mammoth Lakes (hereinafter the "Property"). The Property was acquired in 2006 for possible development as a civic center, with office space for employees of the Town and the County and related facilities. The legal description of the Property and respective ownership, in the form of a record of survey, is attached hereto as Exhibit "A" and incorporated herein by this reference.

B. In July of 2007, the Town and the County entered into a Memorandum of Understanding (the "2007 MOU") that outlined a process for developing the Property in the future. The 2007 MOU emphasized coordination and collaboration between the Owners and set forth a process for determining the specific location of future development.

C. In accordance with the principles of coordination and collaboration set forth in the 2007 MOU, Town and County staff jointly participated in preliminary site planning discussions facilitated by HMC Architects in the Spring of 2017. Those discussions resulted in the development of a preliminary site plan (the "HMC Plan") that identifies the location of a conceptual civic center on the Property. The HMC Plan is attached hereto as Exhibit "B" and incorporated herein by this reference.

D. The County's current office leases in the Sierra Center and Minaret Malls expire in 2019 and 2021, respectively. The Town's current lease in the Minaret Mall expires in 2021. Accordingly, the Owners are considering options for the future location of their facilities, which could include entering into new leases for the same or different spaces, construction of a civic center or other office facility on the Property, or a combination of these options. E. Because the County's lease at the Sierra Center Mall expires two years before the Town's lease, the County must make a decision regarding its future facilities in Mammoth Lakes before the Town. Accordingly, this Agreement assumes that the County would develop the Property (if at all) prior to the Town.

F. The Owners therefore enter into this Agreement for the purpose of establishing a shared understanding regarding the possible initial development of the Property by the County in a manner that provides for future development, potential connectivity, and design consistency with a Town facility on the Property through amendment to this Agreement or new agreement between the Owners as necessary.

II. TERMS AND CONDITIONS

1. Preliminary Site Planning

The HMC Plan shall be the basis for determining land ownership and developing detailed site and architectural plans as set forth below.

2. Land Ownership Adjustment

In order to provide unimpeded control of each Owner's facility, access to financing, and future equity, the land underlying any developed facility or portion of a developed facility, and all associated infrastructure, should be owned by the agency developing and owning that facility and infrastructure. Therefore, within thirty (30) calendar days of a decision by the Mono County Board of Supervisors to proceed with development, memorialized in a written correspondence from the County to the Town, the Town and the County will take one of the following actions:

a. Lot-line Adjustment

Jointly process a lot line adjustment establishing County ownership of the land underlying the proposed County facility and infrastructure as shown on the HMC Plan (the "County Parcel"), and establishing Town ownership of a commensurate area of property along Hwy 203 (the "Town Parcel"), if so desired by the Town. The County will prepare the application for Lot Line Adjustment and assume all processing costs.

b. Lot Creation by Deed

Alternatively, the Town may create the County Parcel by deed reflecting the area required for development of a County facility, including all necessary infrastructure, as shown on the HMC Plan, and transfer that County Parcel to the County. The County will likewise transfer sufficient area to create a Town Parcel of commensurate acreage to the Town by deed, if so requested by the Town.

3. Environmental Review

Unless otherwise agreed in writing by the Owners, the County will act as lead agency under the California Environmental Quality Act (CEQA) with respect to development of a County facility and related County infrastructure on the County Parcel, and the Town will act as lead agency with respect to any development of a Town facility (whether stand-alone or connected to a County facility) and related Town infrastructure on the Town Parcel.

Each Owner, when acting as the lead agency, shall defend, indemnify, and hold harmless the other Owner, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the lead agency's acts or omissions with regard to its compliance with CEQA or other laws, with regard to the preparation and processing of the CEQA reports and documentation and with regard to the decision based thereon concerning the project. Specifically, each lead agency's obligation to defend, indemnify, and hold the other harmless specifically extends to any suit or challenge by any third party against the lead agency that contests the legality or adequacy of the CEQA reports and documentation or the lead agency's compliance with the requirements of CEQA or other laws.

4. Pre-Development of Site and Architectural Plans

a. Preparation

The County shall, at its sole cost and expense, prepare or cause to be prepared a detailed site plan depicting the location and footprint of its proposed County facility and any related infrastructure (e.g., parking, access, electrical, sewer, water) and detailed architectural plans for the facility. The detailed site and architectural plans shall be collectively referred to in this agreement as the "County Plans". The County Plans will include a stand-alone structure with adequate access, parking, and landscaping features to serve the County facility. The County will make its best efforts to locate and design the facility and all improvements so as to reflect a logical first phase of development (using the HMC site plans as a basis) to accommodate a second phase of development by the Town. It is anticipated that during this second phase the Owners may wish to establish connectivity between the buildings and/or to share infrastructure such as parking or landscaping, in order to encourage interagency collaboration and economy. In

such event, the Owners shall either amend this Agreement to address their respective roles, duties and responsibilities for the second phase of development, or enter into a new agreement governing such matters.

b. Easements and Rights-of-Way

In addition to and contemporaneously with the land ownership adjustment described in paragraph 2 of this Agreement, or at such later time as the Owners may mutually agree, each Owner will grant to the other those easements and/or rights-of-way which may be necessary or desirable to the other Owner's development of the Property, as shown on the County Plans or any plans the Town may adopt (the "Town Plans"), provided that such easements or rights-ofway do not unreasonably interfere with the granting Owner's use of the Property. The County Plans and the Town Plans shall be collectively referred to in this Agreement as the "Approved Plans".

c. Opportunity for Design Consistency

The Town is encouraged to determine its intentions as to any future Town facility prior the development of the County Plans, so that the County Plans best reflect the Town's input and goals. While the County intends to follow the general design concept as drafted by HMC during preliminary site planning, changes may occur during the final design process. Because a joint facility should have similar design features, the Town's early participation in the County's design process will help ensure that the County's ultimate facility design will complement and/or be identical to a facility design the Town would pursue.

In the event the Town requests a design feature or component be included in the County's Plans which would increase the County's costs to develop the Plans or its facility, the Town shall reimburse the County for such additional costs, as determined by the person or entity preparing the Plans and actual costs following construction, provided that no such reimbursement shall be required for design features or components requested or required by Town pursuant to paragraph 4.d. herein.

d. Consistency with Town Requirements

The County Plans shall be consistent with the design guidelines of the Town, notwithstanding that the County is not legally subject to the Town's land use requirements (including its design guidelines). If at any time prior to County approval of the County Plans, the Town determines that the County Plans are not in compliance with its design guidelines, it shall provide County with written notification of its determination and of the changes required to bring the Plans into compliance. Thereafter, County shall make such changes at its sole expense.

- 5. Construction
- a. Construction of County Facility

The County shall own and shall be solely responsible for construction of the County facility and all related infrastructure on the County Parcel (including any easement granted to the County under paragraph 4.b. herein). This includes, but is not limited to, preparing procurement documents, selecting the person or entity to perform the work, contract preparation and execution, site preparation, construction, construction management, and all costs associated therewith.

The County may utilize all or a portion of the Town Parcel on a temporary basis for construction staging or the installation of temporary structures during construction of the County facility. In such event, the County shall secure, and maintain during any period of such occupancy, the insurance described in paragraph 7 of this Agreement, covering its activities on the Town Parcel.

b. Construction of Town Facility

The Town shall own and shall be solely responsible for construction of the Town facility and all related infrastructure on the Town Parcel (including any easement granted to the Town under paragraph 4.b. herein). This includes, but is not limited to, preparing procurement documents, selecting the person or entity to perform the work, contract preparation and execution, site preparation, construction, construction management, and all costs associated therewith.

For purposes of this paragraph 5, infrastructure includes but is not limited to electrical, sewer, water, internet, phones, technology, landscaping, access and parking.

c. Construction of Shared Infrastructure

If the Owners determine that it is necessary or desirable to construct infrastructure to serve both entities' facilities at the time of initial development ("Enhanced Infrastructure"), then upon written agreement between them or amendment to this Agreement, that Enhanced Infrastructure may be constructed by the first Owner developing its Parcel (presumed to be the County), with costs allocated on a pro-rata basis between the Owners in accordance with their proportional square-footage share of the future facility (currently envisioned as 62% County,

38% Town). These proportions shall be adjusted following Plan approval to be consistent with actual development proportions.

6. Operation and Maintenance

a. Operation and Maintenance of County Facility and Infrastructure

The County shall be solely responsible for operation and maintenance of the facility and infrastructure located on the County Parcel, with the exception of Town infrastructure located in an easement created under paragraph 4.b. herein.

b. Operation and Maintenance of Town Facility and Infrastructure

The Town shall be solely responsible for operation and maintenance of the facility and infrastructure located on the Town Parcel, with the exception of County infrastructure located in an easement created under paragraph 4.b. herein.

c. Operation and Maintenance of Shared Infrastructure or Facilities

In the event that the Owners agree to construct Enhanced Infrastructure pursuant to paragraph 5.c herein, or shared interior spaces to be used by both agencies (e.g., a lobby, chambers or restrooms), then they shall amend this Agreement, or enter into a new agreement, governing the operation and maintenance of such shared infrastructure and/or spaces.

For purposes of this paragraph 6, operation and maintenance means: the provision of janitorial services, utility costs and installation, building maintenance, repair or renovation, the provision of cleaning and sanitary supplies, repair and operation of mechanical systems, paving, repaving, striping, landscaping, snow removal and other similar services or costs.

7. <u>Insurance</u>

Prior to the commencement of any construction activity on the Property, the Owner undertaking such construction shall obtain, and shall maintain throughout the term of this Agreement or as otherwise noted, the following insurance policies in the following amounts:

General Liability (for each occurrence) Insurance (GL) of not less than two million dollars (\$2,000,000) and containing coverage for at least: (i)
 Premises/Operations Liability; (ii) Personal Injury Liability; (iii) Contractual Liability; and (iv) Property Damage. General Liability (aggregate): two million dollars (\$2,000,000).

• Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall have minimum limits of one million dollars

(\$1,000,000) for bodily injury, one million dollars (\$1,000,000) for each accident and one million dollars (\$1,000,000) for property damage.

- Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
- Property insurance against all risks of loss to any improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Additional requirements for insurance required under this Agreement are set forth in Exhibit "C", which is attached hereto and incorporated by this reference.

8. No Fiduciary Relationship; Status of Owners.

It is expressly acknowledged by the Owners that this Agreement shall not be deemed to have created any fiduciary relationship by and between them. This Agreement shall in no way be construed to create, and shall not be deemed to have created, any relationship of employer/employee, master/servant, principal/agent, partnership, joint venture, joint power, or otherwise. The relationship of the Town and the County is as expressly limited, established, and created pursuant to the terms and provisions of this Agreement.

9. Designation of Personnel.

Each Owner shall designate in writing all persons to act on that Owner's behalf concerning the implementation of this Agreement. No person other than those specifically designated by the Owners shall have any authority, whether express, implied, ostensible, or otherwise. The designated representatives may be amended by written notice to the other Owner. The Town's designated representative is the Town Manager. The County's designated representative is the County Administrative Officer.

10. Notices.

All notices, approvals, consents, or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be transmitted and effective either by (1) personal delivery, (2) mail, registered or certified, postage prepaid with return receipt requested, (3) by an overnight delivery service (e.g., Federal Express), or (4) by email with a confirmation copy by regular mail, first class postage prepaid. Overnight delivery or mailed notices shall be addressed to the Owners at the addresses listed below. Email notices shall be transmitted to the email addresses listed below. Each Owner may change that address and/or email address by giving written notice to the other Owner. In the event of any mailing, notice shall be deemed given on the 3rd day after deposit. The addresses and email addresses of the Owners are as follows:

Town of Mammoth Lakes Attn: Daniel C. Holler, Town Manager P.O. Box 1609 Mammoth Lakes, CA 93546 Telephone Number: (760) 934-8989 x228 dholler@townofmammothlakes.ca.gov

County of Mono

Attn: Leslie Chapman, County Administrative Officer P.O. Box 696 Bridgeport, CA 93517 Telephone Number: (760) 932-5414 lchapman@mono.ca.gov

11. Dispute Resolution.

Any dispute, controversy, or claim arising out of, in connection with, or in relation to the interpretation, performance, or breach of this Agreement shall be resolved, at the request of either Owner, as follows:

a. Committee

The Town Manager and the County Administrative Officer shall each appoint three (3) members to a committee which shall attempt to resolve any issues or disputes in a manner that serves the best interests of the citizens of those agencies. Only when such committee members report to their respective council or board that the committee has reached an impasse and a mutually satisfactory agreement cannot be reached after exploring all reasonable options and opportunities, or either Owner's committee members have failed to so report within 30 days, may either Owner institute legal action or request alternative dispute resolution as described in subparagraph b.

b. Alternative Dispute Resolution

The Owners may, by mutual agreement, participate in any method of reputable dispute resolution, including but not limited to mediation or arbitration, upon such terms, formalities and conditions as agreed upon in writing.

12. Termination

It is recognized that the Owners have entered into this Agreement for the purpose of providing certainty to the County in making a decision regarding the future location of its Mammoth Lakes facilities. Accordingly, until such time as the Property is divided as described in paragraph 2 herein, this Agreement may be terminated by the County by providing the Town with thirty (30) calendar days' notice of its intent to terminate. Thereafter, this Agreement may only be terminated by mutual consent of the Owners.

13. Indemnification

To the extent not previously addressed above, and in addition thereto, Owners shall hold harmless, defend at their own expense, and indemnify each other and their officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of Owners or their officers, employees, agents and volunteers, for any and all acts arising out of or in the performance of this Agreement to the fullest extent permitted by law; excluding, however, such liability, claims, losses, damages, or expenses arising from each respective Owner's negligence or willful acts.

14. <u>Counterparts.</u>

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they have the same force and effect as though all of the signers had signed a single signature page.

15. <u>Preparation of this Agreement</u>.

This Agreement is the product of negotiation by and between the Owners. Each Owner has had the opportunity to consult with legal counsel as to this Agreement and its terms and has either done so, or has knowingly waived its right to do so. Therefore, the Owners acknowledge and agree that the Agreement shall not be deemed prepared or drafted by one Owner or another and shall be construed accordingly.

16. Entire Agreement.

This Agreement contains the entire understanding of the Owners, and no representation,

inducements, promises, or agreements otherwise between the Owners not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the Owners.

III. EXECUTION

This Agreement is entered into by and between the Owners as of this _____ day of December, 2017:

TOWN OF MAMMOTH LAKES

By: _____

Mayor, Town of Mammoth Lakes

Date Signed:

APPROVED AS TO FORM:

Andrew Morris, Town Attorney

COUNTY OF MONO

By:

Stacy Corless Chair, Mono County Board of Supervisors

Date Signed:

APPROVED BY COUNTY RISK MANAGEMENT:

APPROVED AS TO FORM:

Stacey Simon, County Counsel EXHIBIT C

ADDITIONAL INSURANCE PROVISIONS

Any insurance policy required under this Agreement shall contain, or shall be endorsed to contain, the following provisions and/or shall conform to the following requirements:

i. Provider Rating

Insurance required under this Agreement shall be maintained with insurers with a rating from A.M. Best Company of A VII or through self-insurance providing equivalent standards, unless otherwise acceptable to the Owners.

ii. Additional Insured Status

The Owners, their officers, officials, employees, agents and volunteers are to be covered as additional insureds on any GL policy with respect to liability arising out of this Agreement, including materials, parts, or equipment furnished in connection with such work or operations.

iii. Primary Coverage

For the County Parcel and all activities of the County, its officers, employees, agents, or volunteers thereon or related thereto, and for Town Parcel when County is acting pursuant to paragraph 5.a. herein, the County's GL and Property insurance coverage shall be primary as respects the Town, its officers, officials, employees, agents and volunteers with the exception of the Town's negligent acts. Any GL, Property or self-insurance maintained by the Town, its officers, officials, employees shall be excess of Mono County's insurance.

For the Town Parcel and all activities of the Town its officers, employees, agents, or volunteers thereon or related thereto, the Town's GL and Property insurance coverage shall be primary as respects the County, its officers, officials, employees, agents and volunteers with the exception of the County's negligent acts. Any GL, Property or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Town's insurance.

iv. Notice of Cancellation

Each insurance policy required under this Agreement shall state that coverage shall not be canceled, except with notice to both Owners.

v. Waiver of Subrogation

The Owners hereby grant to each other a waiver of any right to subrogation which any insurer of Owners may acquire against each other by virtue of the payment of any loss under such insurance. The Owners agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owners have received a waiver of subrogation endorsement from the insurer.

vi. Self-Insured Retentions

Self-insured retentions must be declared by the Owners.

vii. Verification of Coverage

Owners, to the extent required by the other, shall furnish each other with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. Alternatively, proof of coverage and additional insured endorsements may be provided in the form of an evidence of coverage letter from the Owners' self-insurance administrator.

SCALE: 1"= 100' RECORD OF SURVEY NO. 36 - 168 IN THE INCORPORATED TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA BEING A PORTION OF THE NORTHEAST QUARTER, SECTION 35, TOWNSHIP 3 SOUTH, RANGE 27 EAST, MOUNT DIABLO BASE AND MERIDIAN. DESCRIBED IN THE GRANT DEED RECORDED AS DOCUMENT #2013003600 IN THE OFFICIAL RECORDS OF MONO COUNTY, CALIFORNIA. COUNTY SURVEYOR'S STATEMENT: SURVEYOR'S STATEMENT: THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH THIS MAP CORRECTLY REPRESENTS A SURVEY MADE

BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYOR'S ACT AT THE REQUEST OF THE TOWN OF MAMMOTH LAKES IN MAY, 2012

andrew K. Holmen 12/17/14

ANDREW K. HOLMES

L.S. 4428

TOWN ENGINEER'S STATEMENT:

IN ACCORDANCE WITH SECTION 8762.5 OF THE PROFESSIONAL LAND SURVEYOR'S ACT, I GRADY DUTTON, BEING THE TOWN ENGINEER FOR THE TOWN OF MAMMOTH LAKES DO HEREBY STATE THAT THE LANDS SHOWN HEREON ARE WITHIN THE INCORPORATED BOUNDARY OF THE TOWN OF MAMMOTH LAKES AND COMPLY WITH THE PROVISIONS OF THE SUBDIVISION MAP ACT, DIVISION 2 (COMMENCING WITH SECTION 66410) OF TITLE 7 OF THE GOVERNMENT CODE, AND ANY APPLICABLE LOCAL ORDINANCES THERETO

MAMMOTH LAKES TOWN ENGINEER

CAL TRANS BRASS CAP SHOWN PER (R1) STA 873+36.38 HIGHWAY EASEMENT DEED, USA TO CA DEPT. OF TRANSPORTATION PER 518/329 O.R., MONO COUNTY RAD

SECTION 8766 OF THE PROFESSIONAL LAND SURVEYOR'S ACT THIS 12TH DAY OF JANLIARY 201 2015

MONO COUNTY SURVEYOR

1/12/2015 BRETT K. JEFFERSON L.S. NO. 6267

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS BETWEEN FOUND MONUMENTS AT THE CN 1/16 OF SECTION 35 AND THE CENTER 1/4 OF SECTION 35 AS SHOWN PER RECORD OF SURVEY MAP BOOK 4, PAGE 15 (R1), AND SHOWN HEREON AS N 0016'48" E.

LEGEND

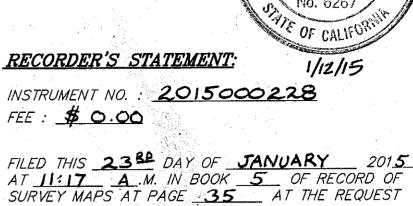
- FOUND MONUMENT AS NOTED
- FOUND CALTRANS BRASS CAP

FND, SET 5/8" REBAR AND CAP STAMPED "LS 4428" REESTABLISHED PER (R1) TIES

- SET 5/8" REBAR AND CAP STAMPED "LS 4428"
- △ SET MAG NAIL & WASHER STAMPED "LS 4428"

ALUM.	ALUMINUM
BC	BEGIN CURVE
B.L.M.	BUREAU OF LAND MA
С	CALCULATED
COR.	CORNER
CF	CALCULATED FROM
FND	FOUND
INST.	INSTRUMENT
M	MEASURED
NO.	NUMBER
RAD	RADIAL
STA	STATION
PMB	PARCEL MAP BOOK

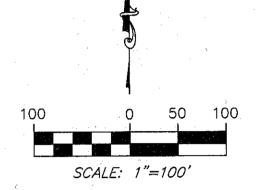
CENTERLINE



SHEET 1 OF 1

OF THE TOWN OF MAMMOTH LAKES

MONO COUNTY RECORDER BY:



PURPOSE OF SURVEY

NAGEMEN 1

THE PURPOSE OF THIS RECORD OF SURVEY IS AS SET FORTH IN THE PROFESSIONAL LAND SURVEYOR'S ACT, ARTICLE 5, 8762(b4): THE ESTABLISHMENT OF ONE OR MORE POINTS OR LINES NOT SHOWN ON ANY SUBDIVISION MAP, OFFICIAL MAP, OR RECORD OF SURVEY, THE POSITIONS OF WHICH ARE NOT ASCERTAINABLE FROM AN INSPECTION OF THE SUBDIVISION MAP, OFFICIAL MAP, OR RECORD OF SURVEY.

> HIGHWAY EASEMENT DEED .-USA TO CA DEPT. OF TRANSPORTATION PER 518/329 O.R., MONO COUNTY

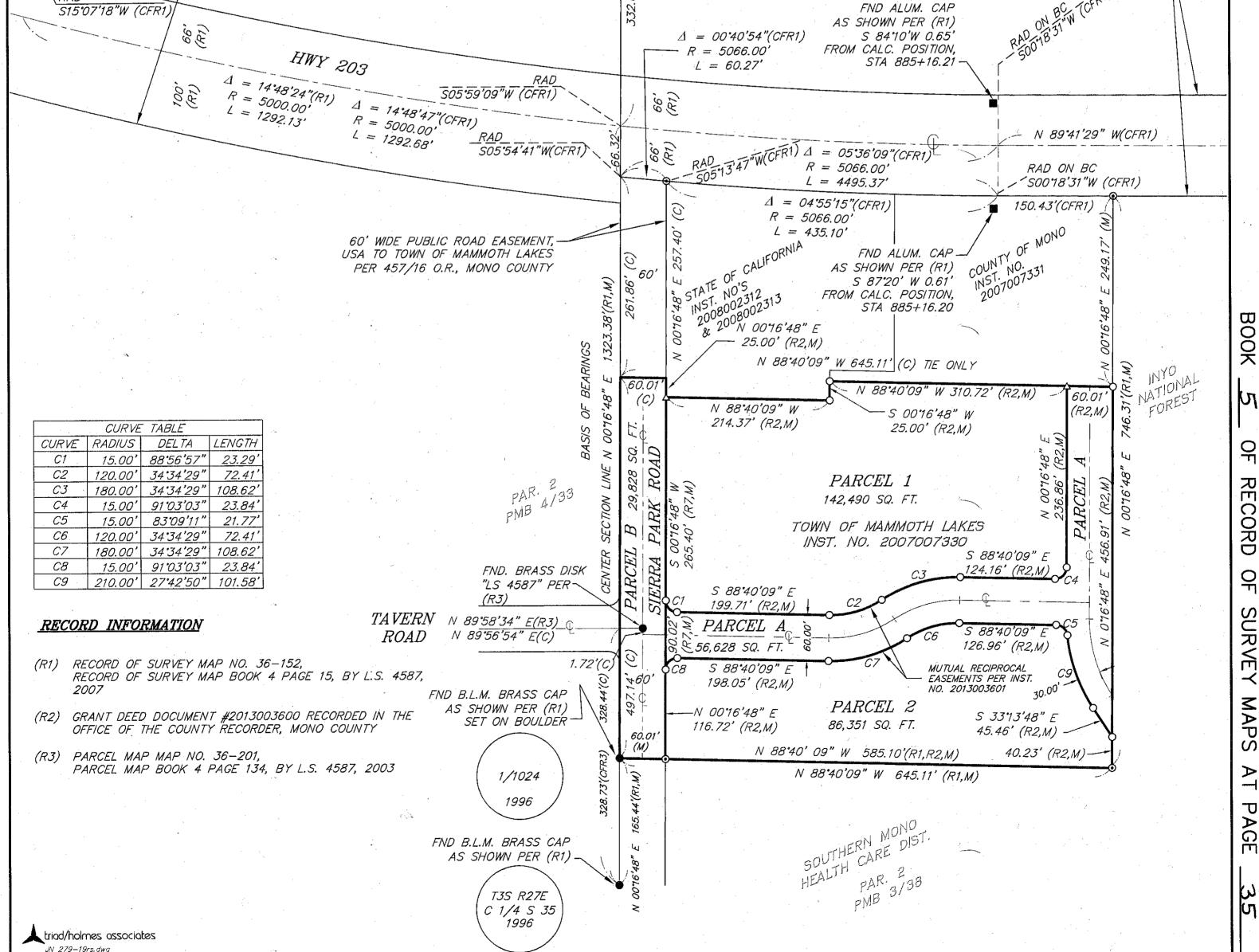
> > -2R1

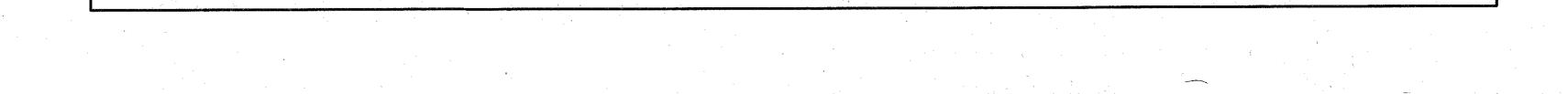
1990 FND BLM BRASS CAP SHOWN PER (R1)

N 1/16

- PER RECORD R/W MAP

● MONUMENT SET PER (R1) NOT





// Mono County & Town of Mammoth Lakes

New Civic Center Conceptual Design Study

HMC Architects



05.10.2017





Table of Contents

Conceptual Design Study

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- 2. Site Plan, Floor Plans, Exterior Build
- 3. Cost Estimate
- 4. Contractor Verification Letters

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Section One

/ Mono County Conceptual Building Program / Town of Mammoth Lakes Conceptual

01

May 10, 2017

CONCEPTUAL BUILDING PROGRAM FOR MONO COUNTY

SHARED SPACES FOR MONO COUNTY	Qty	SF	Area SF	Notes	CAO AND BOS/ADMINISTRATION	Qty	SF	Area SF	Notes
RESTROOM 2 each floor	4	150	600	SOME OF THESE AREAS	CAO OFFICE/DIRECTOR	2	121	242	NEAR COUNTY COUNSEL AND
MED CONF. ROOM	1	400	400	COULD BE SHARED WITH TOML	MANAGERS OFFICE	2	110	220	BOS. COULD SHARE RECEP-
Emergency Center, 2nd floor	•			TWO ENTITIES	WORKSTATION	3	64	192	PARTMENT.
MED CONFERENCE ROOM 1st floor	1	354	354		CLERK OFFICE	0	121	0	
COPY CENTER 2nd floor	1	300	300	PARKING FOR 15 VISITORS	FINANCE OFFICE	1	110	110	PARKING FOR 4
SINGLE RESTROOM (1) on each floor near larger restrooms	2	64	128		WAITING/RECEPTION	0	200	0	
BREAK ROOM/KITCHEN (1) on each floor	2	300	600		STAFF OFFICE CAO and BOS ADMINISTRATION Total	2	121	242 1,006	
SMALL CONF. RM	-			-	Circulation & Grossing Factor 35%			352	
2nd floor	2	261	522		Subtotal			1,358	
PUBLIC COUNTER AREA with planning on 1st floor	1	600	600						
TRAINING ROOM/GROUP THERAPY					INFORMATION AND TECHNOLOGY	Qty	SF	Area SF	Notes
Health Area, 2nd floor	1	1,000	1,000		DIRECTOR OFFICE	1	121		ALL CAN BE SHARED WITH TOWN OF MAMMOTH and near
CONF ROOMS	0	001	500		CUBICLES	6 0	64	384	Counsel Board room
1st floor	2	261	522		CONFERENCE ROOM		261	0	
LOBBY	1	300	300		DATA CENTER (WITH BACKUP POWER)	1	250		PARKING FOR 7
1st floor				-	STORAGE AND SHIPPING	1	200	200	
MAIL ROOM 1st floor	1	250	250		Information and Technology Total Circulation & Grossing Factor 35%			955 <i>334</i>	
LOADING DOCK AND STORAGE	1	400	400		Subtotal			1,289	-
MECHANICAL Each floor	2	350	700					-	
Shared Spaces Total			6,676		NOTE: SPACES SHARED WITH THE TOWN BUT NOT	FPART OF TH	E COUNTY PRO		1
Circulation & Grossing Factor 35%			2,337		BOARD ROOM/TRAINING			2,500	
Subtotal			9,013		CAUCUS ROOM			350	
			5,010		STORAGE FOR BOARD ROOM			250	
					RESTROOMS FOR BOARD			128	
					PUBLIC ENTRY				
					PUBLIC TOILETS				

HMC Architects

COUNTY COUNSEL	Qty	SF	Area SF	Notes
ATTORNEYS' OFFICES	4	121	484	PARKING FOR 7
ADMINISTRATION	1	64	64	
RECEPTION	1	100	100	
STORAGE	1	150	150	
LAW LIBRARY	1	150	150	
FILE AREA	0	100	0	
County Counsel Total			948	
Circulation & Grossing Factor 35%	332			
Subtotal			1,280	

OFFICE OF DISTRICT ATTORNEY	Qty	SF	Area SF	Notes
DISTRICT ATTORNEY	1	160	160	SECURE AREA SEPARATE
ASSISTANT DISTRICT ATTORNEY	1	121	121	FROM ALL OTHER AREAS.
DEPUTY DISTRICT ATTORNEY	2	121	242	PARKING FOR 10
CHIEF INVESTIGATOR	1	121	121	
INVESTIGATOR	1	121	121	
OPEN MEETING AREA in Investigation Area	1	64	64	
SHARED INVESTIGATORS CUBICALS	3	64	192	
VICTIM WITNESS ADVOCATE	1	121	121	
ADMIN. SPECIALIST CUBICLE / Reception	2	64	128	
INTERVIEW ROOM	1	121	121	
RECEPTION	0	80	0	
WAITING	1	120	120	
RESTROOMS/ w shower	1	100	100	
FILE/STORAGE	1	120	120	
EVIDENCE ROOM	1	100	100	
GUN/EQUIPMENT	1	100	100	
CONFERENCE ROOM	1	261	261	
BREAK ROOM	1	150	150	
Office of District Attorney Total			2,342	
Circulation & Grossing Factor 35%	5 820			
Subtotal			3,162	

PROBATION	Qty	SF	Area SF	Notes
OFFICERS OFFICE	8	121	968	SEPARATE PUBLIC ACCESS
FUTURE OFFICE	1	121	121	PARKING FOR 17
RESTROOM	2	64	128	PARKING FOR 17
LOBBY	1	120	120	
JUVENILE LOBBY	1	120	120	
3 HOLDING CELLS, BOOKING, PRIVATE ACCESS	0	400	0	
CONF RM	1	261	261	
WEAPONS ROOM	0	100	0	
WORKROOM/STORAGE	1	200	200	
Probation Total	1,918			
Circulation & Grossing Factor 10%				
Subtotal				

PUBLIC WORKS	Qty	SF	Area SF	Notes
COUNTY ENGINEER OFFICE	1	121	121	CLOSE TO COMMUNITY DE-
SENIOR ENGINEER OFFICE	1	121	121	VELOPMENT BUILDING, TOML
CUBICAL	1	64	64	PUBLIC WORKS
STORAGE/PLAN ROOM	0	200	0	PARKING FOR 5
COUNTER AREA	1	120	120	
Public Works Total				
Circulation & Grossing Factor 35%				
Subtotal				

COMMUNITY DEVELOPMENT	Qty	SF	Area SF	Notes	PUBLIC HEALTH
BUILDING PERMIT TECHS	2	64	128	CLOSE TO PUBLIC WORKS,	DIRECTORS OFFICE
RECEPTIONIST	1	64	64	ECON DEV, TOWN COM DEV.	OFFICE HEALTH OFFICER
PLANNER	3	110	330	CAN SHARE RECEPTIONIST	NURSE OFFICES
PRINCIPAL PLANNER	1	110	110	PARKING FOR 8	CLINIC AREA
BUILDING INSPECTOR	1	110	110		RESTROOM
DIRECTOR	1	121	121		TOBACCO OFFICE, 2 people with storage
ENFORCEMENT OFFICER	1	110	110		OFFICE, CCS near Nurses
PLAN ROOM/PLOTTER	0	150	0		RECEPTION/CUBICLES
STORAGE AND LIBRARY	1	80	80		WAITING
COUNTER	0	120	0		OFFICE, two people emergency prep
Community Development Total		·	1,053		ENVIRONMENTAL HEALTH DIRECTOR OFFICE
Circulation & Grossing Factor 35%			369		ENVIRONMENTAL STAFF
Subtotal			1,422		OFFICES, WIC Dir and WIC Asst, near Waiting
·				•	EXAM ROOM
ECONOMIC DEVELOPMENT	Qty	SF	Area SF	Notes	LAB/MED SUPPLIES
DIRECTOR	1	121	121	NEW TOWN COMMUNITY DE-	RESTROOMS, one connected to Lab
MANAGER	1	110	110	VELOPMENT IF POSSIBLE	COPY SUPPLY ROOM
ASSISTANT CUBICLE	2	64	128	PARKING FOR 4	STORAGE RECORDS,
STORAGE	1	120	120		WIC STORAGE, weights and measures
SMALL CUBICLES	0	48	0]	LACTATION ROOM, with sink
Economic Development Total			479]	Public Health Total
				1	

Circulation & Grossing Factor 35%

Subtotal

	SF	Area SF	Notes		
	121	121	CO-LOCATED IN SOCIAL		
	121	121	SERVICES AND BEHAVIORAL HEALTH		
	121	484			
	500	0	PARKING FOR 24		
	64	128			
	160	160			
	121	121			
	64	256			
	200	200			
	160	160			
	121	121			
	64	320			
	121	242			
	110	110			
	120	120			
	64	128			
	150	150			
	120	240			
	120	120			
	64	64			
3,366					
1,178					
		4,544			

Circulation & Grossing Factor 35%

Subtotal

HMC Architects

BEHAVIORAL HEALTH	Qty	SF	Area SF	Notes
RECEPTION	1	64	64	
WAITING	1	150	150	SERVICES
STAFF OFFICES	13	121	1,573	PARKING FOR 18
WORKSTATION	0	64	0	
INTERVIEW ROOM	0	64	0	
CONFERENCE	0	261	0	
TELEPSYCHIATRY ROOM	1	110	110	
KIDS PLAY THERAPY	0	110	0	
STORAGE	1	120	120	
RESTROOMS, shared with Social Services				
Behavioral Health Total			2,017	
Circulation & Grossing Factor 35%	706]
Subtotal			2,723	

SOCIAL SERVICES	Qty	SF	Area SF	Notes
RECEPTION	1	64	64	
WAITING	1	150	150	cars and 23 staff
DIRECTOR OFFICE	1	121	121	
PROGRAM MANAGER OFFICES	2	121	242	
STAFF OFFICES	5	110	550	
SOCIAL WORKER	2	160	320	
SOCIAL WORKER SUPPORT STAFF	2	64	128	
WORK STATIONS/ELIGIBILITY WORKER	9	64	576	
FUTURE WORKSTATION	1	64	64	
INTERVIEW ROOM	3	120	360	
WORKFORCE SERVICES RESOURCE ROOM	1	150	150	
CPS/APS MEETING ROOM	1	121	121	
FOOD PANTRY	1	150	150	
STORAGE	3	120	360	
Social Services Total	3,356			
Circulation & Grossing Factor 35%	1,175			
Subtotal			4,531	

Building Subtotal	33,132
Total Parking	156
	100
TOTAL AREA	33,132

CONCEPTUAL BUILDING PROGRAM FOR TOWN OF MAMMOTH LAKES

SHARED AREA	Qty	SF	Area SF	Notes
STAFF RESTROOM	2	300	600	VISITOR PARKING FOR 15
SINGLE RESTROOM	1	80	80	
LARGE CONFERENCE ROOM	1	510	510	
CONFERENCE ROOM	3	261	783	
BREAK ROOM & BACK UP COT (WITH PATIO ACCESS AND KITCHENETTE)	1	650	650	
COT STORAGE ROOM		150		
WORK ROOM	1	450	450	
SUPPLY STORAGE	1	80	80	
PUBLIC COUNTER AREA WITH GOOD ACOUSTICS	1	500	500	
ENTRY LOBBY	1	250	250	
PUBLIC RESTROOMS	2	275	550	
EMPLOYEES MUD ROOM OFF PARKING	1	300	300	
CHANGING ROOM WITH SHOWER	2	80	160	
COFFEE SHOP	1	250	250	
DORM/BUNK ROOM (FOR UP TO 10)	0	0	0	
IT AREAS IN MONO CO. PROGRAM				
Shared Area Total		·	5,163	
Circulation & Grossing Factor 35%			1,807	
Subtotal			6,970	1

MAMMOTH LAKES TOURISM	Qty	SF	Area SF	Notes
DIRECTOR	1	160	160	PARKING FOR 10.
DIRECTOR OF MARKETING	1	121	121	Q: DOES THIS AREA NEED
DIRECTOR OF INTERNATIONAL MARKETING	1	121	121	TO BE A PART OF THE MAIN
DIRECTOR OF COMMUNICATION	1	121	121	BLDG?
CHAMBER DIRECTOR	1	121	121	
OPEN WORK STATION	4	64	256	
FUTURE OFFICES	1	121	121	
STORAGE	1	120	120	
Mammoth Lakes Tourism Total			1,141	
Circulation & Grossing Factor 35%			399	
Subtotal			1,540	

ADMINISTRATION	Qty	SF	Area SF	Notes
TOWN MANAGER OFFICE	1	250	250	PARKING FOR 8
ASSIST TO MANAGER	1	121	121	
CLERK WITH VAULT	1	140	140	
TOWN ATTORNEY	1	121	121	
PART TIME EMPLOYEES	1	150	150	
STORAGE	1	80	80	
Administration Total			862	
Circulation & Grossing Factor 35%			302	
Subtotal			1,164	

MAMMOTH LAKES RECREATION	Qty	SF	Area SF	Notes
DIRECTORS OFFICE	1	160	160	PARKING FOR 3
PROGRAM ADMINISTRATOR OFFICE	1	121	121	Q: IS THIS DEPARTMENT
CUBICLES	2	64	128	GOING IN THE BLDG?
STORAGE	1	80	80	
Mammoth Lakes Recreation Total			489	
Circulation & Grossing Factor 35%			171	
Subtotal			660	

REVENUE TEAM	Qty	SF	Area SF	Notes
4 CUBICLE STATIONS (FILE STORAGE, CABINETS)	4	64	256	PARKING FOR 4
STORAGE	1	80	80	
Revenue Team Total			336	
Circulation & Grossing Factor 35%			118	
Subtotal			454	

COUNCIL CHAMBER (SHARED WITH MONO CO.)	Qty	SF	Area SF	Notes
COUNCIL CHAMBER	1	2,500	2,500	
COUNCIL MEETING ROOM	1	350	350	
RESTROOM	2	64	128	
STORAGE ROOM	1	250	250	
DATA ROOM	1	60	60	
Council Chamber Total			3,288	
Circulation & Grossing Factor 10%			329	
Subtotal			3,617	

HR/PAYROLL	Qty	SF	Area SF	Notes
HR MANAGER	1	160	160	PARKING FOR 2, NEAR PAY-
BENEFITS PERSON	1	121	121	ROLL/FINANCE.
CUBICAL AREA: FILES	1	80	80	SENSITIVE WORK, SHOULD BE
HR/Payroll Total		•	361	IN A SEPARATE AREA BUT NOT
Circulation & Grossing Factor 35%			126	COMPLETELY ISOLATED
Subtotal			487	

PARKS AND RECREATION and MAMMOTH LAKES HOUSING	Qty	SF	Area SF	Notes
DIRECTORS OFFICE (ADJACENT TO FRONT COUNTER)	1	160	160	PARKING FOR 7-15, SPACE FOR BUSES AND SUPPORT
PARKS MANAGER (OFF SITE)	0	0	0	VEHICLES NEAR ENGINEER-
RECREATIONAL SUPERVISORS and Manager office	2	121	242	A LOT OF STAFF WORKS OFF-
EXTRA OFFICE (OFF SITE)	0	0	0	SITE AT OTHER FACILITIES
PARK MAINTENANCE (OFF SITE)	0	0	0	
COORDINATORS CUBICALS	2	64	128	
STORAGE CABINETS Off hallway	1	60	60	
HOUSING DIRECTOR	1	160	160	
HOUSING STAFF	1	64	64	
Parks and Recreation and Mammoth Lakes Housing Total			814	
Circulation & Grossing Factor 35%			285	
Subtotal			1,099	

ACCOUNTING	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	160	160	
ACCOUNTING MANAGER	1	121	121	HR/PAYROLL
WORK CUBICLES	2	64	128	NEED 15 LATERAL FILES, NEED
STORAGE	1	80	80	-
Accounting Total			489	
Circulation & Grossing Factor 35%			171	
Subtotal			660	

COMMUNITY: ECONOMIC DEVELOPMENT and PLANNING	Qty	SF	Area SF	Notes
MANAGER OFFICE	1	160	160	PARKING FOR 11, CLOSE TO
BUILDING OFFICIAL OFFICE	1	160	160	PUBLIC WORKS.
ASSOCIATE PLANNING OFFICE	1	121	121	SOME WALLS FOR MAPS
PLAN CHECK ENGINEER OFFICE	1	121	121	NEAR COUNTER.
CODE COMPLIANCE OFFICE	1	121	121	
ASSISTANT PLANNER OFFICES	2	121	242	
PERMIT TECH CUBICLE	1	64	64	
STORAGE	2	80	160	
FUTURE: CUBICLES	3	64	192	
Community: Economic Development and Planning Total			1,341	
Circulation & Grossing Factor 35%			469	
Subtotal			1,810	

PUBLIC WORKS - ENGINEERING	Qty	SF	Area SF	Notes
DIRECTOR OFFICE	1	210	210	PARKING FOR 10, NEAR CODE
ENGINEER'S OFFICE	3	160	480	ENFORCEMENT INSPECTION PLANNING
OPEN OFF CUBICALS FOR INSPECTOR, COORDINATOR, INTERN	6	64	384	FLANNING
FILES, STORAGE	3	80	240	
WORKROOM	1	121	121	
Public Works-Engineering Total			1,435	
Circulation & Grossing Factor 35%			502	
Subtotal			1,937	

Building Subtotal

Total Parking

TOTAL AREA

20,399	
81	
20,399	

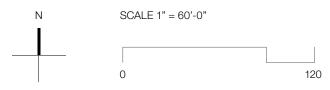
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/ Exterior Building Renderings

02

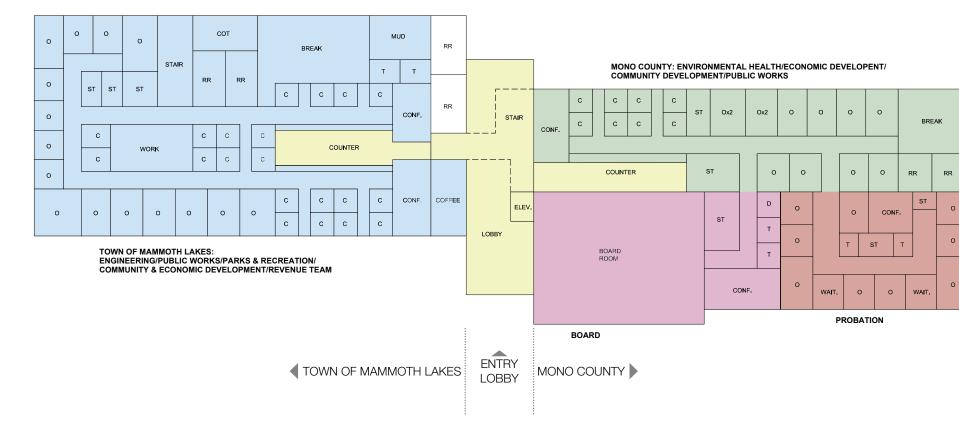
May 10, 2017





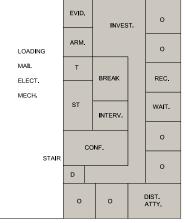
Conceptual Design Study / 13

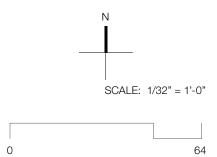
Site Plan



First Floor Plan - Overall

New Civic Center Mono County & Town of Mammoth Lakes





DISTRICT ATTORNEY



0

SCALE: 1/32" = 1'-0"

64

Ν

HMC Architects

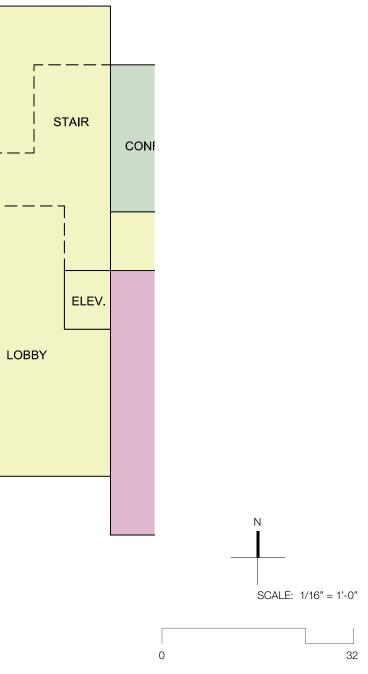
Second Floor Plan - Overall

0 0 COT MUD 0 0 RR BREAK STAIR Т Т RR RR 0 ST ST ST С С С С RR CONF. 0 С С С С 0 COUNTER WORK С С С С 0 CONF. COFFEE С С С С 0 0 0 0 0 0 0 С С С С

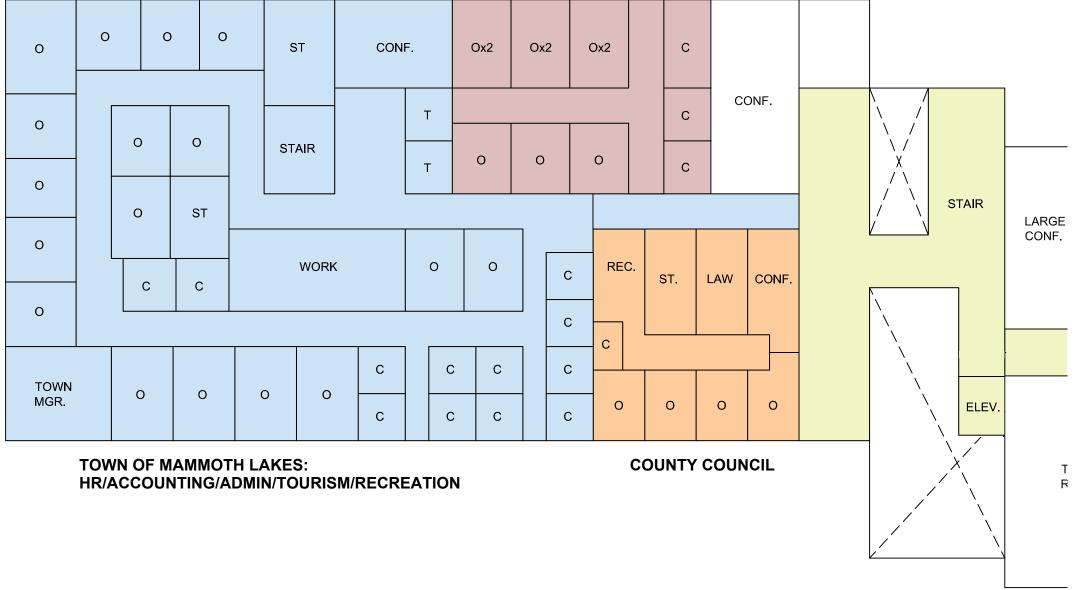
> TOWN OF MAMMOTH LAKES: ENGINEERING/PUBLIC WORKS/PARKS & RECREATION/ COMMUNITY & ECONOMIC DEVELOPMENT/REVENUE TEAM

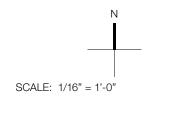
First Floor Plan - Town of Mammoth Lakes

New Civic Center Mono County & Town of Mammoth Lakes



CAO/BOS/ADMIN

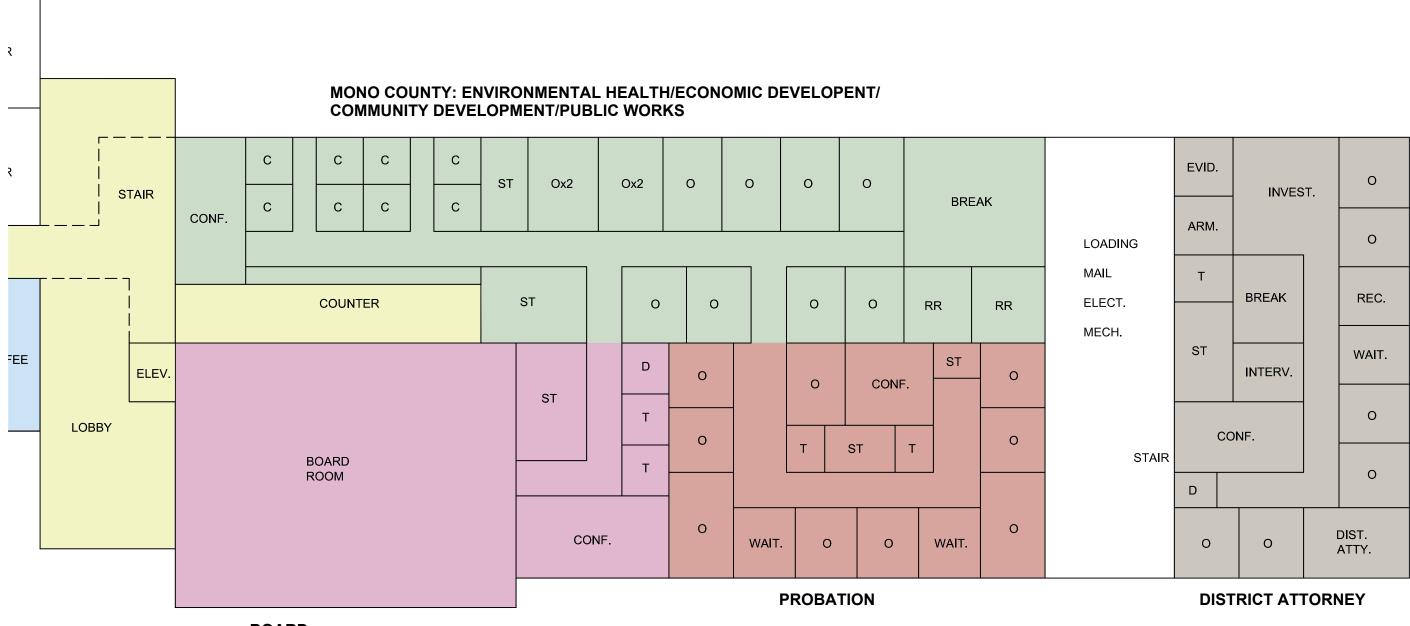




32

0

Second Floor Plan - Town of Mammoth Lakes



BOARD

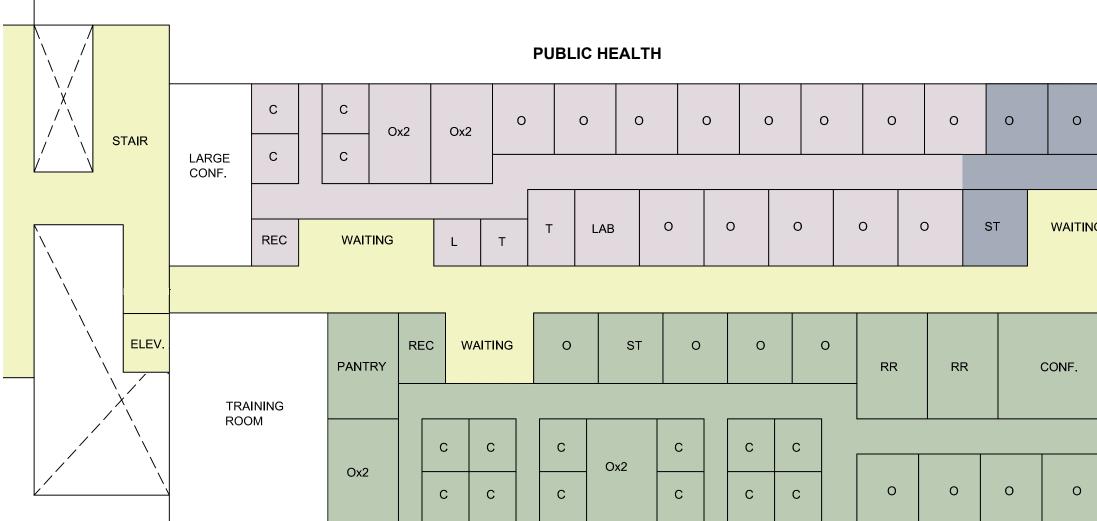
First Floor Plan - Mono County

New Civic Center Mono County & Town of Mammoth Lakes

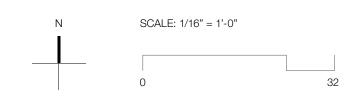


SCALE: 1/16" = 1'-0"

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SOCIAL SERVICES



Second Floor Plan - Mono County

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			т					
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			ST				0	
		0	0		0		0	

BEHAVIORAL HEALTH



Site Aerial - Public Entry (South)

New Civic Center Mono County & Town of Mammoth Lakes





Conceptual Design Study / 21

Site Aerial - Private Entry (North)



Street View - Sierra Park Road & Tavern Road

New Civic Center Mono County & Town of Mammoth Lakes



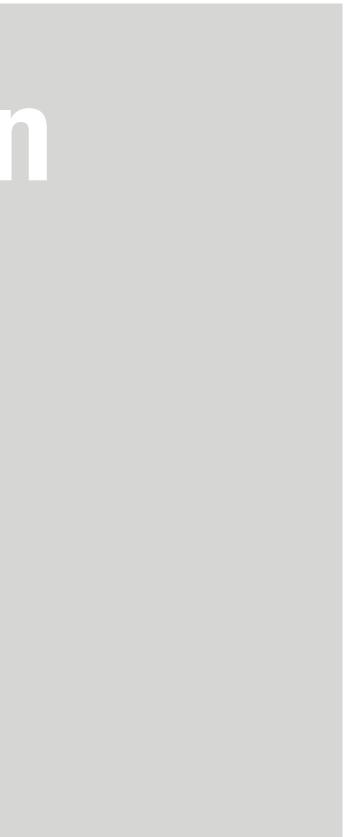
Street View - Main Street & Thompson Way



Public Entry

New Civic Center Mono County & Town of Mammoth Lakes

Section Three / Cost Estimate



03

May 10, 2017



Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Marcene Taylor Inc. Boise, Idaho Oakland, California (510) 735-6768 www.mticost.com *Conceptual Cost Plan* County Building and Town Hall Mono County and Town of Mammoth Lake Mammoth Lakes, California

Contents

Basis of Estimate Executive Summary

Basis of Estimate

Project Description Conditions of Construction Inclusions Exclusions Risk Register Items Used in Preparing Cost Estimate Assumption of Market Conditions

Overall Areas and Summaries Overall Summary

Building Areas, Summaries, and Detail Civic Center Building and Sitework

Alternates PV Panels Radiant Heating & Cooling

1

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Executive Summary

The following estimate was prepared using conceptual design and program information provided by HMC Architects. The estimate is divided into four sections - a description of the basis of the estimate, overall summary, building and sitework areas, summaries, and component budgets, and alternates.

The total base construction cost in this estimate is \$25,735,603 with a total project cost of \$38,216,406. Costs can be allocated 68% to the County and 32% to the Town based on program areas. Alternates are detailed at the end of the report.

Please feel free to contact me should you require additional information.

Sincerely,

Marcene N. Taylor, CPE mtaylor@mticost.com (510) 735-6768





Basis of Estimate

Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Basis of Estimate

Project Description

Options for a new County Government Building and Town Hall in Mammoth Lakes, California.

Conditions of Construction

The construction start date varies by Option.

The total construction period varies by Option.

The general contract will be competitively bid by at least four qualified general contractors

and main subcontractors.

The contractor will be required to pay prevailing wages.

There will not be small business set aside requirements.

The general contractor will have access to the site at all hours.

Inclusions

New Construction including typical spread footings and slab on grade, two story wood-framed construction, exterior wall framing and finish, roof insulation and coverings, interior partition framing and doors, fittings, stairs, interior finishes, conveying, new MEP systems, equipment and furnishings, and associated sitework.

Exclusions

Cost escalation beyond the construction midpoint listed on the Summary Sheet. Land and easement acquisition costs including real estate fees, CEQA mitigation, and entitlement costs.

Utility surveys.

Costs associated with special foundation systems and unsuitable soils conditions. Environmental impact report preparation and mitigation.

Fees associated with LEED certification.

Builder's risk, project wrap-up, and other owner provided insurance programs.

Hazardous material abatement.

Off-site work except as specifically identified.

Premium or overtime pay.

Conceptual Cost Plan **County Building and Town Hall**

Mono County and Town of Mammoth Lakes Mammoth Lakes, California

Basis of Estimate

Risk Register

This cost plan has been prepared using only early conceptual ideas of what may be in the project. Costs will change as the design is developed.

The construction market continues to be fairly volatile with fluxuating materials costs and lack of skilled labor. Prices for labor and materials may see increases beyond what is covered in the mark-up for cost escalation. In addition, the project location is in a smaller market and may not attract competitive bidding.

Since this is a preliminary estimate, there is not a design for structural systems and a geotechnical report is not available. There is a risk that standard spread footings will not be an adequate foundation system and costs could increase dramatically if special foundation

Items Used in Preparing Cost Estimate

Conceptual Building Program for Town of Mammoth Lakes New Town Hall prepared by HMC Architects dated March 21, 2017.

Conceptual Building Program for Mono County prepared by HMC Architects dated March 21, 2017.

Mammoth Civic Center drawings prepared by HMC Architects dated April 28, 2017.

Mono County Government Center Feasibility Study Final Report prepared by Collaborative Design Studio dated September 7, 2016.

Discussions with the project architects and engineers.

Assumption of Market Conditions

This estimate is an opinion of probable construction costs based on measurement and pricing of quantities available through provided information and reasonable assumptions for work not covered in the current drawings and specifications. Unit rates are based on historical data and/or discussions with contractors. The unit rates in this estimate reflect current bid costs in the area and include subcontractors' overhead and profit. MTI has no control over material or labor pricing and market conditions at the time of bid. Hence, MTI cannot guarantee that the bids or construction cost will not vary from this opinion of probable construction cost.

This estimate is based on the assumption that there will be competitive bidding for every portion of the work - a minimum of four bidders for all subcontract items and general contractor bids if applicable. If fewer bids are received, prices may be higher, while more bids received may result in more competitive pricing.



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Overall Areas and Summaries

Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

Overall Summary

Civic Center Building and Sitework Construction Costs Project Costs Total

COST ALTERNATES

Phased Construction Construction Costs Phase One County Building (Current) 50% of Site Cost Escalation to Midpoint of Jan-19 Total Phase One Construction Costs

Construction Costs Phase Two County/Town Building (Curre 50% of Site Cost Escalation to Midpoint of Apr-20 Total Phase One Construction Costs

Delayed Construction - One Phase Construction Costs Civic Center Building and Site (Current) Cost Escalation to Midpoint of Apr-20

May 10, 2017 MTI Job No. 17-0352

Total \$

34,453,402
8,717,799
25,735,603

	18,500 78,444	363.35 20.19	6,721,985 1,583,666 654,070
	18,500	484.31	8,959,721
rent)	38,441 78,444	363.35 20.19	13,967,558 1,583,666 2,099,415
	38,441	459.16	17,650,639
)	56,941	418.98	23,856,874 3,220,678
	56,941	475.54	27,077,553



Civic Center Building and Sitework

Building Areas, Summary, and Detail

Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lake Mammoth Lakes, California

Civic Center Building and Sitework Areas and Control Quantities

Areas Second Floor Third Floor

Total Building Area

Control Quantities

Gross Floor Area Enclosed Area Covered Area Gross Exterior Wall Area Finished Wall Area Glazing Area Total Roof Area Sloped Roof Area Flat Roof Area Total Length of Interior Partitions Total Number of Elevators (x 1,000) Total Plumbing Fixtures (x 100) Total Site Area Finished Site Area

* Gross floor area is calculated as the full enclosed area plus one-half of the covered area.

25		MTI Jo	May 10, 2017 bb No. 17-0352
	Enclosed 27,597 25,933	Covered 6,822 0	Gross* 31,008 SF 25,933 SF
	53,530	6,822	56,941 SF
	Quantity 56,941 53,530 6,822 33,811 33,811 8,909 48,414 45,362 3,052 7,075 1 120 156,888	Unit SF SF SF SF SF SF SF FF EA EA SF	Ratio to Gross 1.000 0.940 0.120 0.594 0.594 0.156 0.850 0.797 0.054 0.124 0.124 0.018 0.211 2.755

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County Building and Town Hall Iono County and Town of Mammoth Lakes Iammoth Lakes, California		May 10, 201 MTI Job No. 17-035
Civic Center Building and Sitework		
Project Cost Summary		\$
ite and Building Acquisition		0
inancing Costs		0
rchitecture and Engineering		
Programming and feasibility	0.0%	0
Full design services (SD through CA)	8.5%	2,507,382
ermit and Plan Check Fees		
Local building permit fees	0.5%	147,493
Local plan check fees	0.4%	117,994
Development fees		0
pecialty Consultants		-
Surveys		0
Geotechnical report		0
Hazardous materials survey		0
Storm water management		0
Waterproofing		
Acoustical Data/telecom/security		25,000
Construction Costs		35,000
Building construction per MTI estimate (Base)		29,498,608
esting and Inspection		23,430,000
Inspector of record		0
Testing and special inspections	1.0%	294,986
roject Management	210 / 0	
Staff program support		TBD
Construction management	0.0%	0
Preconstruction services		0
Document reproduction and reimbursables		35,000
urnishings, Fixtures, and Equipment		
Furnishings - County to reuse existing		0
City furnishings - allow		500,000
Telecom, security, and audiovisual equipment -	- allow \$8.50/SF	455,005
Signage and wayfinding - allow \$0.75/SF		40,148
Final fitup		25,000
elocation and Temporary Facilities		
Move manager		TBD
Moving and storage		TBD
Interim housing		0
rogram Expenses		0
OPPI insurance		0
Building commissioning		50,000
Legal services Outreach, communications, and public relations	c	35,000 25,000
Art program	5	25,000 TBD
PLA administration		0 0
Training		TBD
rogram Risk Costs		
Construction contingency	10.0%	2,949,861
Scope change contingency	5.0%	1,474,930
	5.0 /0	
otal Project Cost		38,216,406
ote - County costs are 62% of Total		23,694,172
ote - Town costs are 38% of Total		14,522,234

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

Civic Center Building and Sitework Component Summary

A10 Foundations A20 Basement Construction B10 Superstructure B20 Enclosure B30 Roofing C10 Interior Construction C20 Stairs C30 Interior Finishes D10 Conveying D20 Plumbing D30 HVAC D40 Fire Protection D50 Electrical E10 Equipment E20 Furnishings F10 Special Construction F20 Selective Building Demolition G10 Site Preparation G20 Site Improvement G30 Site Mechanical Utilities G40 Site Electrical Utilities G90 Other Site Construction

Direct Construction Cost

Design Contingency Bonds and Insurance General Requirements General Conditions GC OH&P or CM Fee Cost Escalation to Midpoint of Construction¹

Total Construction Cost

Alternates Alternate No. 1 - Pv Panels Alternate No. 2 - Radiant Heating & Cooling

Total Construction Cost including Alternat

¹ Cost escalation to midpoint of construction in January 2019 - 21 months at 4.5% per annum. Construction start April 2018 with 18 month duration.

25	MTI Job No. 17-0352					
	\$/SF	Total \$				
	$ \begin{array}{r} 13.72 \\ 0.00 \\ 39.67 \\ 29.44 \\ 12.23 \\ 18.47 \\ 2.81 \\ 18.80 \\ 2.55 \\ 25.02 \\ 33.85 \\ 6.00 \\ 59.69 \\ 4.70 \\ 8.46 \\ 0.00 \\ 0.00 \\ 7.44 \\ 18.87 \\ 8.95 \\ 6.89 \\ 0.00 \\ \end{array} $	$781,171 \\ 0 \\ 2,258,844 \\ 1,676,303 \\ 696,295 \\ 1,051,577 \\ 160,000 \\ 1,070,600 \\ 1,45,000 \\ 1,424,585 \\ 1,927,315 \\ 341,646 \\ 3,398,756 \\ 267,650 \\ 481,580 \\ 0 \\ 0 \\ 423,881 \\ 1,074,644 \\ 509,886 \\ 392,220 \\ 0 \\ 0 \\ 0 \\ 0 \\ 1,074,000 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0 \\ 0$				
	317.56	18,081,953				
15.0% 2.5% 2.5% 4.0% 5.0% 7.9%	47.63 9.13 9.36 15.35 19.95 32.99	2,712,293 519,856 532,853 873,878 1,136,042 1,878,729				
	451.97	25,735,603				
ng		2,105,503 1,657,501				
tes	518.06	29,498,608				

May 10, 2017

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammo Mammoth Lakes, California Civic Center Building and Sitework					4ay 10, 2017 No. 17-0352
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
A10 Foundations					<u>781,171</u>
Standard foundations Concrete pad and continuous					493,999
footings	56,941	SF	8.50	483,999	
Elevator pits	1	EA	10,000.00	10,000	
Slab on grade					287,172
Reinforced concrete slab on grade Concrete curbs - allow	27,597 1	SF LS	9.50 25,000.00	262,172 25,000	

A20 Basement Construction

<u>0</u>

B10 Superstructure					<u>2,258,844</u>
Floor and roof construction Wood wall, floor, and roof					2,144,962
framing with sheathing Steel support as required - allow	56,941	SF	30.00	1,708,230	
2#/SF	74	ΤN	4,500.00	333,000	
Concrete topping at second floor	25,933	SF	4.00	103,732	
Miscellaneous Miscellaneous metals and rough					113,882
carpentry - allow	56,941	SF	2.00	113,882	

B20 Enclosure					<u>1,676,303</u>
Exterior walls Framing - included with B10					877,628
Superstructure	33,811	SF	0.00	0	
Insulation at exterior wall Gypsum board sheathing to	24,902	SF	3.00	74,706	
inside face of exterior wall Applied exterior finishes - allow	24,902	SF	3.50	87,157	
for fiber cement board, manufactured stone, and wood					
trim Trim and fascia - allow	24,902 33,811	SF SF	18.50 2.50	460,687 84,528	
Soffit finish	6,822	SF	25.00	170,550	

County Building and Town Hall Mono County and Town of Mammo Mammoth Lakes, California	oth Lakes				May 10, 201 No. 17-035
Civic Center Building and Sitework Component Detail	c Quantity	Unit	Rate	Subtotal \$	Total \$
	Quantity	onic	Nate	Subtotal y	
Exterior windows Aluminum framed windows and storefronts, insulated, operable	8,909	SF	75.00	668,175	668,17
Exterior doors Glazed entry doors, double,					130,500
automatic	8	PR	10,000.00	80,000	
Glazed entry doors, single Hollow metal doors, frames, and	4	EA	3,500.00	14,000	
hardware Specialty and panic hardware -	10	LVS	1,650.00	16,500	
allow	1	LS	20,000.00	20,000	
B30 Roofing					<u>696,295</u>
Roof coverings					696,29
Insulation and roofing, complete Flashings and sheetmetal Caulking and sealants	48,414 48,414 56,941	SF SF SF	12.00 1.50 0.75	580,968 72,621 42,706	
C10 Interior Construction					<u>1,051,577</u>
nterior partitions Wood stud partition framing (included with B10					681,44
Superstructure)	53,184	SF	0.00	0	
Batt sound insulation in partitions Gypsum board sheathing, taped	53,184	SF	1.00	53,184	
and sanded Interior glazing - allow	106,368 4,654	SF SF	3.50 55.00	372,288 255,970	
nterior doors Allow	166	EA	1,250.00	207,500	207,50
Fittings					162,63
Code required signage Toilet partitions and accessories Miscellaneous fittings including	56,941 1	SF LS	0.35 100,000.00	19,929 100,000	102,03
markerboards, lockers, and fire extinguisher cabinets	56,941	SF	0.75	42,706	

Page 10

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammo Mammoth Lakes, California Civic Center Building and Sitework			May 10, 2017 MTI Job No. 17-0352		
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
<u>C20 Stairs</u>					<u>160,000</u>
Stair construction and finishes Monument staircase flights, floor to floor Staircase flights, floor to floor	2 2	EA EA	50,000.00 30,000.00	100,000 60,000	160,000
C30 Interior Finishes					<u>1,070,600</u>
Wall finishes Allow including paint, acoustic wall panels, and upgraded finishes at public areas	53,530	SF	2.50	133,825	133,825
Floor finishes Allow including carpet, resilient sheet flooring, tile, and upgraded finishes at public areas with associated bases	53,530	SF	8.50	455,005	455,005
Ceiling finishes Allow including acoustic ceiling tile and grid, acoustic treatments, suspended gypsum board ceilings, and associated soffit framing and finish	53,530	SF	9.00	481,770	481,770
D10 Conveying					<u>145,000</u>
Elevators and lifts Hydraulic elevator, 2 stop	1	EA	145,000.00	145,000	145,000
D20 Plumbing					<u>1,424,585</u>
Plumbing systems within building Plumbing fixtures Domestic water distribution Sanitary waste Water treatment and storage Gas distribution Miscellaneous plumbing	100 56,941 56,941 56,941 56,941 56,941	EA SF SF SF SF	3,000.00 6.25 6.75 2.25 2.50 2.00	300,000 355,881 384,352 128,117 142,353 113,882	1,424,585

Conceptual Cost Plan

Mammoth Lakes, California	oth Lakes			MTI Job	NO. 17-055
Civic Center Building and Sitewor					
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
D30 HVAC					<u>1,927,31</u>
HVAC systems within building					1,927,31
Piping, insulation, valves and		C.F.	4.00	214 120	
specialties Air handling equipment	53,530	SF SF	4.00 5.50	214,120	
Air distribution and return	53,530 53,530	SF	16.50	294,415 883,245	
Unit ventilation	53,530	SF	3.50	187,355	
Diffusers, registers, and grilles	53,530	SF	3.50	187,355	
Controls and instrumentation	53,530	SF	2.50	133,825	
Testing and balancing	200	HR	135.00	27,000	
D40 Fire Protection					<u>341,64</u>
Sprinklers					341,64
Automatic sprinkler system with					541,04
heat trace	56,941	SF	6.00	341,646	
D50 Electrical					<u>3,398,75</u> (
					<u>3,398,750</u> 3,398,75
D50 Electrical Electrical systems within building Electrical service and distribution	56,941	SF	12.00	683,292	
Electrical systems within building Electrical service and distribution Emergency power for EOC	1	LS	25,000.00	25,000	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power	1 56,941	LS SF	25,000.00 3.00	25,000 170,823	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power	1 56,941 56,941	LS SF SF	25,000.00 3.00 6.50	25,000 170,823 370,117	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls	1 56,941 56,941 56,941	LS SF SF SF	25,000.00 3.00 6.50 20.00	25,000 170,823 370,117 1,138,820	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications	1 56,941 56,941 56,941 56,941	LS SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50	25,000 170,823 370,117 1,138,820 370,117	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm	1 56,941 56,941 56,941 56,941 56,941	LS SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00	25,000 170,823 370,117 1,138,820 370,117 284,705	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security	1 56,941 56,941 56,941 56,941 56,941 56,941	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V	$\begin{array}{c} 1 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \end{array}$	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00 2.50	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security	1 56,941 56,941 56,941 56,941 56,941 56,941	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823	
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V Trade specialties	$\begin{array}{c} 1 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \end{array}$	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00 2.50	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353	3,398,75
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V Trade specialties	$\begin{array}{c} 1 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \end{array}$	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00 2.50	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353	3,398,75
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V Trade specialties E10 Equipment Institutional equipment	$\begin{array}{c} 1 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \end{array}$	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00 2.50	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353	3,398,75
Electrical systems within building Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V	$\begin{array}{c} 1 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \\ 56,941 \end{array}$	LS SF SF SF SF SF SF	25,000.00 3.00 6.50 20.00 6.50 5.00 3.00 2.50	25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353	

Sprinklers	
Automatic sprinkler system	with
heat trace	

<i>Conceptual Cost Plan</i> County Building and Town Hall Iono County and Town of Mammo Iammoth Lakes, California		May 10, 2017 No. 17-0352			
ivic Center Building and Siteworl Component Detail	c Quantity	Unit	Rate	Subtotal \$	Total \$
930 HVAC					<u>1,927,315</u>
VAC systems within building Piping, insulation, valves and specialties Air handling equipment Air distribution and return Unit ventilation Diffusers, registers, and grilles Controls and instrumentation Testing and balancing	53,530 53,530 53,530 53,530 53,530 53,530 200	SF SF SF SF SF HR	4.00 5.50 16.50 3.50 3.50 2.50 135.00	214,120 294,415 883,245 187,355 187,355 133,825 27,000	1,927,315
40 Fire Protection					<u>341,646</u>
prinklers Automatic sprinkler system with heat trace	56,941	SF	6.00	341,646	341,646
50 Electrical					<u>3,398,756</u>
lectrical systems within building					3,398,756
Electrical service and distribution Emergency power for EOC Machine and equipment power User convenience power Lighting and controls Communications Fire alarm Security A/V Trade specialties	$56,941 \\ 1 \\ 56,941$	SF LS SF SF SF SF SF SF SF	$\begin{array}{c} 12.00\\ 25,000.00\\ 3.00\\ 6.50\\ 20.00\\ 6.50\\ 5.00\\ 3.00\\ 2.50\\ 0.75\end{array}$	683,292 25,000 170,823 370,117 1,138,820 370,117 284,705 170,823 142,353 42,706	
10 Equipment					<u>267,650</u>
nstitutional equipment Allow including appliances and A/V equipment	53,530	SF	5.00	267,650	267,650

Institutional equipment	
Allow including appliances and	
A/V equipment	

Conceptual Cost Plan County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California				May 10, 201 MTI Job No. 17-035		
Civic Center Building and Sitework Component Detail	k Quantity	Unit	Rate	Subtotal \$	Total \$	
E20 Furnishings					<u>481,580</u>	
Fixed furnishings Window blinds and shades Fixed casework	8,909 53,530	SF SF	15.00 6.50	133,635 347,945	481,580	
F10 Special Construction					<u>0</u>	
F20 Selective Building Demolition	<u>1</u>				<u>0</u>	
G10 Site Preparation					<u>423,881</u>	
Site clearing Clear and grub site area	156,888	SF	0.85	133,355	133,355	
Site earthwork Grade site as required Prepare building pad	156,888 27,597	SF SF	1.50 2.00	235,332 55,194	290,526	
G20 Site Improvement					<u>1,074,644</u>	
Vehicular paving Asphalt parking lots and					483,816	
driveways with curbs and gutters tied to existing	80,636	SF	6.00	483,816		
Pedestrian paving Concrete plaza/entry paving Concrete sidewalk paving	9,725 9,110	SF SF	12.00 7.00	116,700 63,770	180,470	
Site development Allow for site signage and accessories	156,888	SF	1.00	156,888	156,888	
Landscaping				-	253,470	
Soil preparation, shrubs and groundcover, trees, and irrigation	29,820	SF	8.50	253,470	,	

Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammo Mammoth Lakes, California		4ay 10, 2017 No. 17-0352			
Civic Center Building and Sitework					
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
G30 Site Mechanical Utilities					<u>509,886</u>
Site mechanical utilities					509,886
Domestic water supply	156,888	SF	0.35	54,911	,
Fire water supply	156,888	SF	0.65	101,977	
Sanitary sewer	156,888	SF	0.50	78,444	
Storm drainage	156,888	SF	1.00	156,888	
Natural gas distribution	156,888	SF	0.75	117,666	
G40 Site Electrical Utilities					<u>392,220</u>
Site electrical utilities					392,220
Electrical distribution	156,888	SF	1.50	235,332	
Site lighting	156,888	SF	0.75	117,666	
Site communications and security	156,888	SF	0.25	39,222	
G90 Other Site Construction					<u>0</u>

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California					
۲.					
Quantity	Unit	Rate	Subtotal \$	Total \$	
				<u>509,886</u>	
156,888 156,888 156,888 156,888 156,888	SF SF SF SF SF	0.35 0.65 0.50 1.00 0.75	54,911 101,977 78,444 156,888 117,666	509,886	
				<u>392,220</u>	
156,888 156,888	SF SF	1.50 0.75	235,332 117,666	392,220	
156,888	SF	0.25	39,222	<u>0</u>	
	Quantity 156,888 156,888 156,888 156,888 156,888	Quantity Unit 156,888 SF 156,888 SF	Quantity Unit Rate 156,888 SF 0.35 156,888 SF 0.65 156,888 SF 0.50 156,888 SF 1.00 156,888 SF 0.75 156,888 SF 0.75	Quantity Unit Rate Subtotal \$ 156,888 SF 0.35 54,911 156,888 SF 0.65 101,977 156,888 SF 0.50 78,444 156,888 SF 1.00 156,888 156,888 SF 0.75 117,666 156,888 SF 0.75 117,666	

Page 14



Alternates

Conceptual Cost Plan

County Building and Town Hall Mono County and Town of Mammoth Lakes Mammoth Lakes, California

May 10, 2017 MTI Job No. 17-0352

Conceptual Cost Plan

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<u>AI</u>

Mono County and Town of Mammoth Lakes MTI Job Mammoth Lakes, California					4ay 10, 2017 No. 17-0352
Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
Alternate No. 1 - Pv Panels					<u>2,105,503</u>
Add to base bid Increased structural requirements					1,479,336
to support panels	16,056	SF	3.50	56,196	
Stand-off brackets for PV panels Photovoltaic system, including inverter, combiner, filters,	16,056	SF	2.50	40,140	
disconnect, breaker, etc.	300	KW	3,000.00	900,000	
Carport structures with PV panels	4,200	SF	115.00	483,000	
Mark-Ups Design Contingency Bonds and Insurance General Requirements General Conditions GC OH&P or CM Fee Cost Escalation to Midpoint of Cons	truction	15.0% 2.5% 2.5% 4.0% 5.0% 7.9%		221,900 42,531 43,594 71,494 92,943 153,704	626,167
Alternate No. 2 - Radiant Heating	& Cooling	1			<u>1,657,501</u>
Deduct from base bid Piping, insulation, valves and specialties Air handling equipment Air distribution and return Diffusers, registers, and grilles Controls and instrumentation	(53,530) (53,530) (53,530) (53,530) (53,530)	SF SF SF SF SF	4.00 2.50 5.00 3.50 2.50	(214,120) (133,825) (267,650) (187,355) (133,825)	(936,775)
Add to base bid Geothermal well - allow Piping system and manifolds Controls Test and balance	1 53,530 53,530 53,530	LS SF SF SF	375,000.00 25.00 6.00 1.25	375,000 1,338,250 321,180 66,913	2,101,343
Mark-Ups Design Contingency Bonds and Insurance General Requirements General Conditions GC OH&P or CM Fee Cost Escalation to Midpoint of Cons	struction	15.0% 2.5% 2.5% 4.0% 5.0% 7.9%		174,685 33,481 34,318 56,282 73,167 121,000	492,933

<u>AI</u>

Mammoth Lakes, California					
Alternates Component Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
<u> Alternate No. 1 - Pv Panels</u>					<u>2,105,503</u>
Add to base bid Increased structural requirements					1,479,336
to support panels	16,056	SF	3.50	56,196	
Stand-off brackets for PV panels Photovoltaic system, including	16,056	SF	2.50	40,140	
inverter, combiner, filters, disconnect, breaker, etc.	300	KW	3,000.00	900,000	
Carport structures with PV panels	4,200	SF	115.00	483,000	
Mark-Ups Design Contingency Bonds and Insurance General Requirements General Conditions		15.0% 2.5% 2.5% 4.0%		221,900 42,531 43,594 71,494	626,167
GC OH&P or CM Fee Cost Escalation to Midpoint of Cons	struction	5.0% 7.9%		92,943 153,704	
Cost Escalation to Midpoint of Cons		5.0% 7.9%		92,943	<u>1,657,501</u>
Cost Escalation to Midpoint of Cons Alternate No. 2 - Radiant Heating Deduct from base bid Piping, insulation, valves and	a & Cooling	5.0% 7.9%		92,943 153,704	1,657,501 (936,775
Cost Escalation to Midpoint of Cons Alternate No. 2 - Radiant Heating Deduct from base bid		5.0% 7.9%	4.00 2.50 5.00 3.50 2.50	92,943	<u>1,657,501</u> (936,775
Cost Escalation to Midpoint of Cons Alternate No. 2 - Radiant Heating Deduct from base bid Piping, insulation, valves and specialties Air handling equipment Air distribution and return Diffusers, registers, and grilles	(53,530) (53,530) (53,530) (53,530) (53,530)	5.0% 7.9% SF SF SF SF SF	2.50 5.00 3.50	92,943 153,704 (214,120) (133,825) (267,650) (187,355)	

ilding and Town Hall hty and Town of Mamm Lakes, California	oth Lakes				May 10, 2017 No. 17-0352
Detail	Quantity	Unit	Rate	Subtotal \$	Total \$
No. 1 - Pv Panels					<u>2,105,503</u>
e bid structural requirements					1,479,336
t panels	16,056	SF	3.50	56,196	
brackets for PV panels aic system, including combiner, filters,	16,056	SF	2.50	40,140	
t, breaker, etc.	300	KW	3,000.00	900,000	
tructures with PV panels	4,200	SF	115.00	483,000	
ontingency d Insurance equirements conditions or CM Fee lation to Midpoint of Cons	struction	15.0% 2.5% 2.5% 4.0% 5.0% 7.9%		221,900 42,531 43,594 71,494 92,943 153,704	626,167
No. 2 - Radiant Heating	& Cooline	1			<u>1,657,501</u>
n base bid sulation, valves and s ng equipment oution and return registers, and grilles and instrumentation	(53,530) (53,530) (53,530) (53,530) (53,530)	SF SF SF SF SF	4.00 2.50 5.00 3.50 2.50	(214,120) (133,825) (267,650) (187,355) (133,825)	(936,775)
e bid Ial well - allow Stem and manifolds balance	1 53,530 53,530 53,530	LS SF SF SF	375,000.00 25.00 6.00 1.25	375,000 1,338,250 321,180 66,913	2,101,343
ontingency d Insurance equirements conditions or CM Fee lation to Midpoint of Cons	struction	15.0% 2.5% 2.5% 4.0% 5.0% 7.9%		174,685 33,481 34,318 56,282 73,167 121,000	492,933

Section Four

/ Contractor Verificatior

Letters

04

MID-SIZED CONTRACTOR



3750 Long Beach Blvd., Suite 200 Long Beach, CA 90807

May 10, 2017

Town of Mammoth Lakes and Mono County Attn: Town of Mammoth Lakes Council Members and Mono County Board of Supervisors 437 Old Mammoth Rd., Suite R Mammoth Lakes, CA 93546

RE: Letter of Support for the Construction of the Town of Mammoth Lakes and Mono County New Civic Center

To whom this may concern:

I am writing to express my strong support for the New Civic Center building. As a community that is poised for growth, I recognize the need for a viable and sustainable civic center in the Town of Mammoth Lakes. It will have a meaningful, long lasting impact for the residents, visitors and the Town and County's growing staff.

Upon evaluating the preliminary program information provided by HMC Architects and prepared estimate by certified professional estimator consultant Marcene Taylor, and based upon our experience building in the area, we agree that their assessment of approximate building and development costs of the proposed project budget is achievable based on the current design and construction costs in the Mammoth Lakes region.

For the past 15 years, Howard CDM has had the opportunity to build over \$20 million worth of new construction in Mammoth Lakes. Most recently, we are currently under construction for the Town's New Police Headquarters and have provided preliminary cost estimates for the approved New Community Multi-Use Facilities. The new well-designed, up-to-date facilities are reflective of the economic vitality and are investments in keeping the Town of Mammoth Lakes and Mono County an attractive place for residents to live and visitors to enjoy.

Construction of the New Civic Center will also create jobs for local subcontractors and skilled craftsmen to work locally and put money back into the economy.

The Town of Mammoth Lakes stands at the crossroads of exciting growth opportunities. If I can assist in advancing this project, or in any other way facilitate its completion, please do not hesitate to contact me at (562) 304-1400.

Sincerely

Martin D. Howard President/CEO

howardcdm.com

CONSTRUCTION | DEVELOPMENT | MANAGEMENT

New Civic Center Mono County & Town of Mammoth Lakes



LARGE-SIZED CONTRACTOR

From: "Steve Pellegren" <SPellegren@bernards.com> Date: May 10, 2017 at 8:01:03 PM CDT To: Chris Taylor < Chris.Taylor@hmcarchitects.com> Subject: Mammoth Town Hall and Civic Center

Dear Mr. Taylor:

We are writing to provide this third party review of the estimate prepared by Marcene Taylor, Inc. dated April 5, 2017 for the Mammoth Town Hall and Mono County Civic Center project. As a brief background, Bernards is one of the largest providers of construction and construction management services in Central California, having maintained offices and providing construction in excess of 100 million dollars per year for the past 14 years in the region. Of note, in addition to approximately 175 million dollars in construction underway in the region, Bernards just completed the 80 million dollar, full service hospital in Tehachapi as well as the 35 million dollar renovation of the Atascadero City Hall which affords Bernards a strong understanding of the public construction market in central California.

We would like to emphasize that the construction market in the more remote areas is very volatile in that the subcontractor base for large commercial and civic projects will draw from many different sub markets such as Bakersfield, Fresno, Sacramento, Los Angeles, San Jose and the Central Coast. Accordingly we recognize that pricing will be largely dependent on the activity in the sub markets. We would not expect to attract as many as four qualified subcontractors for each trade which will certainly drive pricing upwards when compared to the Fresno or Bakersfield markets. Conversely, if those markets suffer a slowdown, favorable pricing could be expected for a project of the size and nature proposed.

We are in agreement with the overall budgets prepared by MTI to be representative of Prevailing Wage, fair market pricing in central California and we are in general agreement with the projected escalation at 4.5% per annum. We do believe however and would recommend a factor be added to the estimate to represent the extreme remote location and the need to recruit larger, more institutionally oriented subcontractors for the project. We would also recommend a modest increase in the General Condition estimate to recognize the need to provide subsistence for project personnel.

In summary, based on our evaluation, we would recommend an increase of 15% -18% to reflect the lack of local subcontractors who are familiar with this type of work and who are able to comply with prevailing wage requirements. In comparing the detail for each trade, we would estimate a few trades higher and some lower but in general are in agreement with the total construction estimate. This is based on a continued, active construction market in central California and escalations in the 4-5% range per year.

The stated contingencies for Design and construction are fairly robust and could be used to help offset the recommended increases. At this stage, we would typically include a 10% estimate contingency and 10% design contingency compared to the 15% included for each. If this were acceptable, the contingency reduction would offset most of the suggested increase, leaving perhaps a suggestion to increase the budget 5-8%. We would not disagree with this and again would confirm a 10% design and 10% estimate contingency as very reasonable and responsible for this project.

Please feel free to call or email with any questions.

Sincerely,

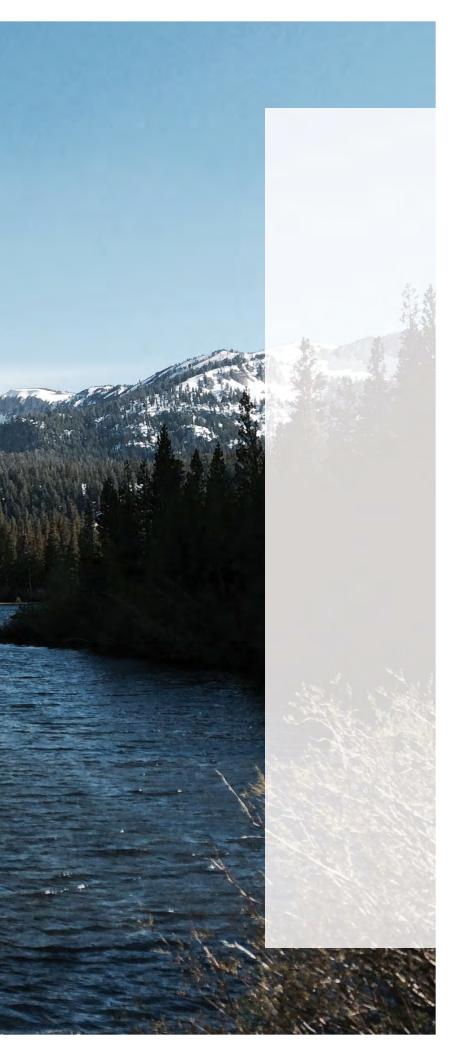
Steve Pellegren, DBIA **Executive Vice President** Bernards

Los Angeles – Fresno – San Luis Obispo – Ontario- Irvine

@hmcarchitects | facebook.com/hmcarchitects | hmcarchitects.com

3546 Concours Street / Ontario, CA 91764 909 989 9979

Stant:





OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

💻 Print

MEETING DATE ADDITIONAL DEPARTMENTS	December 19, 2017	DEPARTMENT	
TIME REQUIRED SUBJECT	Cannabis Regulatory Program Update	PERSONS APPEARING BEFORE THE BOARD	Nolan Bobroff, Assistant Planner; Tony Dublino, Asst. CAO

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

A summary of the recent activities that Town and County staff have been involved in related to the regulation of commercial cannabis.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-965-3633 / smoberly@townofmammothlakes.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY** 32 DAYS PRECEDING THE BOARD MEETING **SEND COPIES TO:**

MINUTE ORDER REQUESTED:

🗆 YES 🔽 NO

ATTACHMENTS:

Click to download

D Town Staff Report

County Staff Report

History

Time	Who	Approval
12/14/2017 11:17 AM	County Administrative Office	Yes
12/13/2017 9:36 AM	County Counsel	Yes
12/13/2017 3:08 PM	Finance	Yes



Community & Economic Development

P.O. Box 1609, Mammoth Lakes, CA, 93546 (760) 965-3630 www.townofmammothlakes.ca.gov

DATE: DECEMBER 12, 2017

TO: TOML TOWN COUNCIL & MONO COUNTY BOARD OF SUPERVISORS

FROM: NOLAN BOBROFF, ASSISTANT PLANNER

RE: STATUS OF THE TOWN'S CANNABIS REGULATIONS

The Town's Community and Economic Development Department has been working on a comprehensive update to the Town's cannabis regulations. Town staff has been working with various Town, County, Fire District, and other local government representatives on the development of the regulations and have been attending various trainings and workshops related to the States cannabis licensing program. Below is a summary of the recent activities that Town staff have been involved in related to cannabis:

Cannabis Workshops

Staff has recently attended two workshops related to cannabis regulations implementation. Below is a summary of the items discussed at the workshops.

- Cannabis Taxes and Regulations Implementation Workshop, November 15, 2017

This workshop provided an overview of the steps that agencies should be taking to ensure successful implementation of their cannabis regulations. The workshop provided best practices for land use regulations, selection processes, cost recovery methods, taxes, and ongoing monitoring and compliance. Industry professionals from a cannabis testing lab and a cannabis manufacturing equipment company also presented and provided an overview of the testing and manufacturing process.

Staff will incorporate applicable best practices learned at this workshop into the Town's cannabis regulations.

- Cannabis Regulators Workshop, December 7, 2017

This workshop was organized by the City of Sacramento and the newly created CA Association of Cannabis Regulators. Discussion items included (1) CA licensing overview and process; (2) data analytics; (3) public safety; and (4) health and equity. Representatives from the CA Bureau of Cannabis Control, CA Department of Food & Agriculture, and CA Department of Public Health presented and answered questions related to the CA cannabis regulations that were released to the public on November 16, 2017.

The State representatives indicated that the State is prepared to begin issuing temporary licenses on January 1, 2018 for all cannabis business types, but will require conformation from the local agencies that the applicant is authorized to conduct business within that agencies jurisdiction. Temporary licenses will be valid for a period of 120 days and full annual licensing will take place during that 120 day period.

Town of Mammoth Lakes Cannabis Working Group

The Town's cannabis working group is comprised of members from the Town Council, Planning and Economic Development Commission, Mammoth Lakes Fire Protection District, Mammoth Lakes Police Department, Mono County staff, and Town staff from Planning and Finance.

At the previous working group meeting on November 8, 2017, Town staff presented a comparison of peer resort communities in Colorado and discussed some of the issues they have encountered with their cannabis program. The comparison provided valuable insight into some unintended effects that various regulations have causes in those peer resort communities.

The next working group meeting will be on December 15th. At that meeting, staff will: (1) provide a summary of the discussion items from the workshops that staff have attended; (2) provide a summary of the CA regulations and temporary licensing process; (3) discussion on cannabis cultivation and manufacturing; (4) discussion on proposed buffers; and (5) discussion on timing and the tentative schedule.

Contract with Hdl for Cannabis Taxation and Licensing

The Town has been in discussions with the consulting group Hinderliter, de Llamas & Associates (Hdl) regarding assistance with cannabis taxation and licensing fees. The Town currently contracts with Hdl for sales tax analysis and reporting and Mono County has a contract with Hdl for assistance with their cannabis taxation and fee program. By contracting with Hdl, the Town can coordinate with the County and establish a tax program that is consistent throughout the area. For the Town, the tax measure can only be considered at an election in which Councilmembers are elected to the Town Council, which means the Town's tax measure would need to be on the June 2018 ballot. In order to meet the June 2018 election deadline, the tax measure will need to be sent to the registrar of voters in March 2018.

The anticipated Hdl scope of work will include: (1) assistance with a recommended tax program; (2) development of appropriate licensing fees; and (3) ongoing regulatory compliance audits and financial audits of the cannabis businesses within the Town. The contract amount will be less than \$50,000.

NEXT STEPS

The anticipated next steps include:

- Contract with Hdl for assistance with the Town's cannabis tax and fee program
- Development of draft regulations for the proposed cannabis uses



County of Mono

County Administrative Office

Leslie L. Chapman County Administrative Officer

Tony Dublino Assistant County Administrative Officer Dave Butters Human Resources Director

Jay Sloane Risk Manager

Date: December 19, 2017

To: Honorable Board of Supervisors

From: Tony Dublino, Assistant CAO

Subject: Update on County Cannabis Regulatory Program

Recommended Actions:

None, informational only.

Fiscal Impact: None at this time.

Discussion:

The County continues to develop the regulatory program for commercial cannabis activities within unincorporated Mono County. The following is a basic report on the current status of the different aspects of the overall regulatory effort.

Moratorium

Currently there is a Moratorium on Commercial Cannabis activities within unincorporated Mono County. The Board extended an existing Moratorium on November 21, and the Moratorium is now valid through December 2, 2018. The Moratorium is intended to provide the time necessary to develop an effective regulatory program, and may be repealed prior to the expiration date.

Recent Board Actions

The Board of Supervisors adopted General Plan Policies relating to Commercial Cannabis on December 5th. Also on December 5th, the Board provided staff with direction regarding the timing of the Cannabis Regulatory Program, with a requested delivery of March 2018.

Staff Activity

Staff is meeting regularly on the subject, attending seminars and meetings of other jurisdictions in an effort to learn as much as possible about different approaches to regulating cannabis. Staff is initiating the drafting process for regulatory language within the General Plan as well as the County Code.

Staff is working toward the Board-directed delivery date of March 2018.

General Plan/Land Use

With General Plan Policies approved, staff work now turns to the development of specific land use regulations based on those policies. These regulations are derived from community outreach, and board direction received to date. These regulations will identify where various commercial cannabis activities may occur in the County.

Permitting

There is continuing discussion on an appropriate permitting approach. The basic concept involves a discretionary approval of the operations plan by all related Departments, annual renewals, a clear monitoring and enforcement plan, and flexibility to deal with unintended consequences, should they arise. The specific form of permit(s) required, and how to operationalize the effort within the organization, are to be determined.

Fees

The Finance Department is utilizing projected time studies and related costs to develop a fee proposal, with the assistance of consultants. The intent is to achieve full cost-recovery for services rendered.

Tax

The County is planning for a Commercial Cannabis tax measure to provide revenue for public health programs, enforcement activities, and other anticipated expenses relating to commercial cannabis. The intent is to forward this measure at the earliest possible time, and staff is analyzing options between a June ballot measure and a November ballot measure.

Agriculture Commissioner

The Agriculture Commissioner will be involved in the cultivation of commercial cannabis as well as weights and measures. Agriculture Commissioner Reade is waiting on clarification on the expectations for local enforcement from California Department of Food and Agriculture, as well as the County's proposal for inspection intervals.

Environmental Health

At this time, the State is not mandating the County Environmental Health Department to regulate commercial cannabis activities. No regulatory program is being proposed. The County would retain the right to adopt an Ordinance in the future that would impose such a regulatory scheme, but is not intending to do so as a part of the current regulatory program.

If you have any questions regarding this item, please contact me at (760) 932-5415.

Respectfully submitted,

& Bullino

Tony Dublino Assistant CAO



OFFICE OF THE CLERK OF THE BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA REQUEST

💻 Print

MEETING DATE ADDITIONAL	December 19, 2017	DEPARTMENT	
DEPARTMENTS			
TIME REQUIRED		PERSONS	Sandra Moberly, Community and
SUBJECT	Update on Housing Programs / Projects	APPEARING BEFORE THE BOARD	Economic Development Director; Megan Mahaffey, Community Development

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)

Housing Needs Assessment; Housing Action Plan; Shady Rest purchase; Coordination with Mono County. In order to access the Mono County Housing Needs Assessment and the Mammoth Lakes Community Housing Action Plan, please visit: https://monocounty.ca.gov/bos/page/joint-town-county-special-meeting.

RECOMMENDED ACTION:

None. Informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-965-3633 / smoberly@townofmammothlakes.ca.gov

SUBMIT THE ORIGINAL DOCUMENT WITH ATTACHMENTS TO THE OFFICE OF THE COUNTY ADMINISTRATOR **PRIOR TO 5:00 P.M. ON THE FRIDAY** 32 DAYS PRECEDING THE BOARD MEETING SEND COPIES TO:

MINUTE ORDER REQUESTED:

🗖 YES 🔽 NO

ATTACHMENTS:

Click to download

Staff Report

History

Time	Who	Approval
12/14/2017 4:17 PM	County Administrative Office	Yes
12/14/2017 10:14 AM	County Counsel	Yes
12/13/2017 3:05 PM	Finance	Yes



DATE:	DECEMBER	19	2017
DAIL.	DECEMIDER	13,	2017

TO: MAMMOTH LAKES TOWN COUNCIL MONO COUNTY BOARD OF SUPERVISORS FROM: SANDRA MOBERLY, COMMUNITY AND ECONOMIC

DEVELOPMENT DIRECTOR

RE: UPDATE ON TOWN HOUSING PROGRAMS/PROJECTS

Housing Needs Assessment

The Town completed a Housing Needs Assessment, which was prepared by WSW consultants and presented to Town Council on July 19, 2017. The Needs Assessment data and findings relied upon focus groups, meetings, interviews, and the comprehensive housing survey completed earlier in the year through a joint effort between the Town and Mono County. The joint Town/County survey included over 500 residents in Mammoth Lakes and 120 households with members who commute into town for work. This information was used for limited specific needs, including number of jobs per worker, number of employees per household, work location data and information on renters regarding rent payments, utility costs and forced to move issues. The Needs Assessment included an evaluation of current community housing programs, a review of opportunities and constraints, and a comparison with other similar resort communities. The key findings were:

- The housing problem can be summarized as low-to-no rental vacancy, the loss of approximately 200 long-term rentals in last few years, few homes for sale, and competition for sales with second homeowners.
- The impacts of the housing problem are unfilled jobs and increased commuting and costs of living.
- Mammoth Lakes faces challenges such as limited land, high cost of construction, poor condition of a number of existing units, and loss of approved housing units as a part of entitlement amendments. Advantages include a track record of constructing community housing, strong homeownership assistance, expertise in securing grants, and engaged and active employers.
- "Life-cycle" housing is needed to address the housing needs for the entrylevel workforce, those in early career, and mid-management.
- Approximately 595 housing units would be needed through 2022 to catchup with existing housing needs and to keep up with projected housing needs driven by job growth.

WSW Consulting used the information from the Housing Needs Assessment to inform and guide the Housing Action Plan.

Housing Action Plan: Live, Work, Thrive!

The Housing Action Plan: Live, Work, Thrive was accepted by the Town Council on December 6, 2017. The Goals and Objectives are:

- 1) Income Levels. Serve the full range of incomes in need. This means renter households earning below 80% AMI and owner households earning below 200% AMI.
- 2) Jobs-Housing Relationship. Produce community housing at a rate that exceeds the number of units needed to accommodate new job growth at least in the near term, to address the current housing shortage, unfilled jobs, and provide opportunities for in-commuters who want to move to town.
- 3) Resident Employees. At least maintain the percentage of employees in Mammoth Lakes that live in town as present (about 58%).
- 4) Number of Units. Produce between 200 to 300 community housing units over the next five years (completed or permitted).

A key component of the Action Plan is the Housing Action Strategies. The Action plan describes 26 strategies developed by the consultant and the Housing Working Group to address the Plan's goals and objectives. The near term strategies include the acquisition of the Shady Rest parcel, a dedicated local tax for housing, and increasing homebuyer and renter financial assistance programs. Mid-term and long-term strategies include additional land acquisition, incentive programs to convert short-term rentals to long-term rentals, development incentives, preserving mobile home park affordability, and construction of the Shady Rest parcel.

Town Purchase of Shady Rest

On November 1, 2017 the Town announced that it had reached a tentative agreement with All California Funding of Studio City, California to purchase 25+/- acres of land in Mammoth Lakes commonly known as the Shady Rest Parcel (APN #s 035-010-020 & 035-100-003) for \$6.5 million. There are two parcels which make up the Shady Rest Site; a 24.54-acre parcel addressed as 1699 Tavern Road and a 0.19-acre parcel addressed as 33 Center Street.

The property is being purchased under existing zoning and conditions of use. A substantial amount of work will need to be completed in order to plan, design, fund, and build community housing on the property. The escrow process will take an estimated 120 days from the execution by both parties of a purchase and sale agreement. Staff expects the purchase and sale agreement to be considered by the Town Council no later than January 17, 2018.

Coordination with Mono County

The Town has coordinated with Mono County on several of the recent housing programs including the Housing Needs Assessment as well as the Housing Action Plan. Staff expects to continue working with Mono County as we work to provide housing in the Eastern Sierra.