

**Mammoth Lakes Foundation Board Meeting
 Saturday, August 26, 2017
 Mammoth Lakes Foundation Library
 100 College Parkway, Mammoth Lakes, California 93546**

www.mammothlakesfoundation.org

(8:15am) Light Refreshments

(8:30am) Board Member / Ex-Officio Roll Call

*Dave McCoy - Founder	*Gary McCoy - President	*Gary Myers – Board Chairperson
*Shields Richardson – Secretary	*Luan Mendel - Treasurer	*Evan Russell - CEO
*Bonnie Colgan – Business Owner	**Stacey Bardfield	**Deborah Hess
**John Bush	**Bob Byers, Jr.	**Judy Bornfeld
Jack Copeland	**Sandi Forstenzer	*Dan Holler - TOML
***Matt McMillan - MLR	***Jill Board – CCCC President	***Lois Klein – MUSD
*** Deanna Campbell – Director	***Stacey Adler – Mono County	

(* / Executive Committee: ** / Director: *** / Ex Officio)

(8:35am) Administrative Items

1. Approve any additions to the Agenda
2. Approve the MLF Board Meeting minutes of March 18, 2017 (Att #1)
3. (15 min) - Review and consider approving the framework for the MLF Strategic Plan (MLF Executive Director)
4. (15 min) - South Gateway Student Apartments Project Update (MLF CEO) (Att #2, #3 & #4)
5. (15 min) – Review and consider the allocation of funding to support the legal challenge by Mammoth Lakes Foundation against the Mammoth Film Festival not to exceed \$20,000 (MLF Executive Director) (Att #5)
6. (10 min) - Performing Arts Theatre Project Update (MLF CEO) (Att #6 & #7)
7. (20 min) - Review and consider approving the FY17-18 Foundation Budget (Exec Dir, MLF Treasurer & Accountant) (Att #8 & #9)
8. (5 min) – Request the appointment of a Bylaws (last updated December 7, 2002) Committee to review and make recommendations to the Board of Directors (Att #10)
9. (5 min) – Review and consider approving the MLF Check Signing Policy and Check Signers (Att #11)

10. (5 min) Review and consider authorizing the MLF Executive Director to execute a credit card application on behalf of the Mammoth Lakes Foundation. (Att #12)

11. (20 min) – Board / Committee Reports / Documents (As Needed)
 - MLF Priorities & Accomplishments / Monthly Scope of Work (Drop Box Link)
 - FY17-18 Calendar of Events & Meeting Dates (Att #13)

12. New Business

13. Old Business

14. Request for Future Agenda Items
 - Quarterly Reviews of the Budget
 - Review of a Fund Development Strategy
 - Program and Project Updates
 - Review of updated Bylaws

(10:30am) Adjournment

To the next meeting of the MLF Foundation Board on December 2, 2017 at 8:30am which will be held in the Mammoth Lakes Foundation Library.

Our mission is to support higher education and cultural enrichment in the Eastern Sierra



MAMMOTH LAKES FOUNDATION

Meeting of the Board of Directors

Friday, March 17, 2017 – 1:00 p.m.

Mammoth Lakes Foundation, Library

MINUTES

The Directors of the above corporation held a meeting of the Board of Directors on the above date and at the above time. The meeting was held pursuant to a Notice of Agenda given to each Director, a copy of which has been placed in the Minute Book preceding the Minutes.

The following members and directors, constituting a quorum of the Board of Directors, were present at said meeting: Evan Russell, Gary Myers, Luan Mendel, John Bush and Stacey Bardfield. Judy Bornfeld arrived at 2:30 p.m. Ex-officio members in attendance included Stacey Adler, Dan Holler, Deanna Campbell, Lois Klein and Rich Boccia. Staff in attendance: Kevin Lian, Associate Director; Shira Dubrovner, MLRT Artistic Director; Aleks Mendel, Marketing Director; Amy Graham, Controller; and Melissa Reeves, Office Manager.

The following board members were absent: Dave McCoy, Bonnie Colgan, Bob Byers, Sandi Forstenzer, Shields Richardson, Debbie Hess, Gary McCoy and Jack Copeland.

1. Call to Order (Gary Myers)

President Gary Myers welcomed everyone and called the meeting to order at 1:07 p.m.

2. Approval of Board Minutes of December 3, 2016.

No questions were raised. Gary called for a motion. Luan so moved. _____ seconded.

None opposed. **Minutes were approved.**

3. Finance Report (Kevin Lian & Amy Graham)

- a. Cash Flow
- b. February 2017 Financial Statement
- c. Annual Outside Audit Report

Kevin and Amy reported on items a, b and c. Kevin advised funds may be misclassified on P&L. Administrative expense low due to lack of Resident Life Coordinator position. He discussed the necessity of increasing SGSA's revenue. Luan discussed the final audit report. Rich questioned if there were SGSA housing restrictions; Kevin and Evan answered.

4. MLF Banking and Finance (Kevin Lian)

- a. Authorized Signers
- b. New Primary Checking Account

Two authorizations were discussed to add Shields, Luan and Kevin as signers for contracts and agreements, as well as bank accounts. First authorization: Gary called for a motion, Stacey so moved, Luan seconded. None opposed. **Motion to approve Authorization to Bind Corporation was approved.** Second authorization: Gary called for a motion, Luan so moved, John seconded. None opposed. **Motion to approve Authorization to Sign on Bank Accounts was approved.**

5. Snow Removal Costs and Operations (Kevin Lian)

Kevin noted we are well over budget for snow removal and the need of aggressive fundraising to make up for losses. MLF will need roof repair this summer due to roof leaks and damage. Gary added it has been a stressful winter. Stacey added organizations throughout town have tripled their snow removal budget this year. Kevin will be meeting with Deanna to revise our current snow removal agreement with the college. Also discussed was recent flooding at MLF due to fire sprinkler burst. Insurance and vendors have been taken care of.

6. Project Updates

- a. Land Lease: DSES National Wounded Warrior Center (Gary Myers)

Gary met with Kathy Copeland and others with DSES to discuss their land lease with MLF, resulting in unclear answers. More concrete information is needed to move forward with lease agreement.

- b. Mammoth Arts & Cultural Center (Evan Russell)

MACC consultant, Rose Steele, has brought issues to surface. Currently working with 6-7 vendors/consultants. A workshop will take place March 24 in the MLF Library, with the main presentation 11:30 a.m. to 1:30 p.m.

7. Reports & Presentations

- a. Shira Dubrovner, Artistic Director, Mammoth Lakes Repertory Theatre

Shira noted MLRT is 5% under attendance for this season. Mammoth Lakes Film Festival was discussed. Sponsorship for MLFF is up.

- b. Aleks Mendel, Marketing Director, Mammoth Lakes Foundation

Aleks is working on Mammoth Food & Wine Experience Facebook advertising. She discussed MFWE pricing. Also working with Robin Morning on Tracks of Passion reprint. Added 500 emails to MLRT. Discussed was the need for MLFF & MFWE tie-in.

- c. Melissa Reeves, Office Manager, Mammoth Lakes Foundation

Melissa discussed her ongoing tasks.

- d. Kevin Lian, South Gateway Student Apartments
In Brett's absence, Kevin reviewed SGSA. Summer accommodations and the search for a Resident Life Coordinator were discussed.
- e. Deanna Campbell, Director, Eastern Sierra College Center

Enrollment numbers are down due to many factors. MLF scholarship application was reviewed and revised to add the requirement of applying for BOG, EOPS, and other scholarships, as well as weekly LRC visits. There will be a record 70-80 graduates from the Mammoth campus this Spring. Dual enrollment was discussed. Deanna recommended bills to support. Evan recommended MLF drafting a letter to legislatures.

8. Executive Director Report (Kevin Lian)

Kevin gave updates on the upcoming MFWE: location changed to Sierra Nevada Resort parking lot due to unpredictable wind. Kevin advised board members to attend and encourage others to attend. Kevin informed of his Meet & Greet March 29 at Sierra Nevada Resort lobby, 5-7 p.m. Rich discussed Forest Island. Town Council approved 5K and 17K application is pending. Two programs will include fall and late spring. Kevin has been working on Tracks of Passion 2nd edition, with 2000 copies plus 150 leather bound for VIP donors.

9. Announcements and Other Business

Shira announced the possibility of acquiring Tommy Chong of Cheech & Chong for MLFF.

10. Adjourned

Gary called for a motion to adjourn. Luan so moved. John seconded. None opposed. President Gary Myers adjourned the meeting at 3:23 p.m.

Approved: _____
Shields Richardson, Board Secretary

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 4, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: MLF Strategic Plan Framework

Recommended Motion:

It is recommended that the MLF Board of Directors approve this working document as a foundational frame for the organization's strategic plan.

Background Information:

Over these past two months staff has reviewed a variety of documents that outline the Board's commitment to organizational aspirations, common goals and strategies that will be needed to fulfill the Foundation's mission and commitment to the Mammoth Lakes community. Some of the documents that were reviewed date back to May, 1999.

Based on our analysis of these documents, staff is recommending the following elements be approved as a working frame as we further develop our strategic plan.

- a. Marketing , Communication & Branding of the Foundation**
 - a. This would include both internal and external systems
 - b. The development of a Marketing & Communications Plan

- b. Foundation Funding, Debt Service and Operating Reserves**
 - a. Foundation Sustainability – Fund Development 101
 - b. The development of a three year budget
 - c. Event / Program / Project Specific Budget Monitoring
 - d. Programs and Projects including Events
 - e. The Foundation Complex / Edison Hall / The Theater and the Museum
 - f. Governance

- c. Cerro Coso Community College Support**
 - a. Student Scholarships
 - b. Student Recruitment through Expanded Programs
 - c. Contract Services

- d. Arts & Culture Programs**
 - a. The Performing Arts Theater

- e. South Gateway Planning and Land Uses**
 - a. Exploring future options for land use

- f. The South Gateway Student Apartments**
 - a. The Sale of the Property
 - b. TOML General Plan Amendments

The MLF staff is recommending that the Board approve these elements as the foundation in the development of a strategic plan for the Foundation. Staff will develop a richer document to be reviewed for consideration of adoption at the December 2, 2017 Board of Directors meeting if this frame is approved at this Board meeting.

Funds Available: Varies

Account Number: Coding per Project

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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**Mammoth Lakes Foundation
Board of Directors
Agenda Information Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 15, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: South Gateway Student Apartments Project Review

Information Item:

This is a Board information item that provides background on the proposal to create a partnership between Mammoth Lakes Foundation (MLF) and Mammoth Hospital (MH) to, jointly own the South Gateway Student Apartment (SGSA) and for Mammoth Hospital, to manage and operate the South Gateway Student Apartment.

Background Information:

This agenda bill will include a number of documents that will provide background on this project.

1. A memorandum from the MLF Board President and the MLF CEO that provides background on the project dated April 25, 2017 to the MLF Board of Directors.
2. A draft SGSA Partnership Plan dated June 21, 2017 created by the MLF Board President and the MLF CEO.
3. The August 9, 2017 Town of Mammoth Lakes staff report to the Planning and Economic Commission recommending that the Commission adopt the Resolution, making the required CEQA and Municipal Code findings, and recommending to the Town Council approval of the General Plan Amendment 17-001 as recommended by staff or with modification.

MLF staff commented during the public hearing that our intent is to maximize the community benefits from the Mammoth Lakes Foundation property.

- A. Focus on building arts and culture facilities: The current Institutional Public (IP) assumes the theater as a component of the college. The proposed amendment permits it to be operated separately from Cerro Coso Community College.
- B. To provide wider community housing options in addition to Cerro Coso Community College students. Student housing was not fully occupied by students this past spring and this proposal would allow local entities such as the hospital, the schools, the library and other government agencies to lease the unoccupied rooms.
- C. To create physical wellness and rehabilitation facilities such as the National Wounded Warrior Center. The current housing limitation restricts its use.

Outcome and Next Steps:

1. The Planning and Economic Commission approved the recommendation on a 3 to 0 with two recusals by Eckert and Burrows.
2. The recommendation to approve the amendment to the General Plan will be on the September 20, 2017 Town Council agenda.

Funds Available: Not Applicable

Account Number: Not Applicable

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

CURRENT | PAST YEARS (3)
TOTAL STUDENTS
TOTAL ROOMS & DIVISION OF STUDIOS / ONE BEDROOM



OF STUDENTS FROM INYO + MUSD COUNTIES
Mammoth Lakes Foundation

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OF CAPS OF STUDENTS
o DEFERRED / REPAIR
MAINTENANCE ITEM

To: Board of Director's
From: Evan Russell and Gary Myers
Date: April 25, 2017
Re: South Gateway Student Apartment Partnership Opportunity
Encl: South Gateway Student Apartment Appraisal Report, January 2017

PROPOSAL TO

Create a PARTNERSHIP between Mammoth Lakes Foundation (MLF) & Mammoth Hospital (MH) to, JOINTLY OWN South Gateway Student Apartment (SGSA) and for Mammoth Hospital, to MANAGE, and OPERATE South Gateway Student Apartment

The Future of MLF

For the past few years, we have discussed where MLF goes in the future and why we started the Foundation. We did it for the kids and the community. Dave wanted students of all ages to have the opportunity to learn and continue their educations without leaving the area. We have had many planning sessions over the years and always felt we could make a positive impact on the lives of those who live and work in the Eastern Sierra. Each year we have more students and more graduates.

MLF is at a turning point in its history and will need to make some strategic decisions in the next couple of years. The college is doing well and the arts and cultural programs are growing. More local students are staying closer to home for higher education than ever before. We have awarded more than 600 scholarships to local students. The college is working very closely with the MUSD to strengthen opportunities for high school students by providing classes where students can receive both high school and college credit. In most cases, the credit is transferable to any State of California University and many out of state schools. These types of programs make the college even more valuable to the community.

Our biggest challenge and the mostly costly and difficult part of operating the MLF today is the SGSA building. This proposal is the background for the Foundation board and Hospital board to work together and create a partnership that benefits both organizations.

SNOW REMOVAL
AGREEMENT - HOLD

Resumes of Brett & Chelsea
send to Luan/Gary/Evan

Why Mammoth Hospital

Mammoth Hospital is one of the few organizations under town zoning that could acquire part of the MLF property. MLF land/property is zoned Institutional Public "IP" which allows for everything we have done to-date as being ancillary to schools and education. Mammoth Hospital is an approved use under General Plan "IP" zoning.

Mammoth Hospital will utilize its interest in SGSA to provide housing for medical students and other student interns as well as employees. Employee housing is critical to furthering the mission of the Southern Mono Healthcare District to promote the well-being and improve the health of our residents and guests. MH mission compliments the mission of MLF.

Institutional Public (IP) definition from Town General Plan

This designation allows institutional uses such as schools, hospitals, government offices and facilities, museums, and related uses. Residential uses are not permitted, with the exception of employee and student housing that is accessory to the college. The maximum density for accessory housing is four units per gross acre and subject to HDR-1 development standards.

Information from Meeting with Town Planning Director, Sandra Moberly

MLF would need to apply for a General Plan Amendment to allow broader housing occupancy as follows: Information below is from Sandra Moberly-

"The process would require a General Plan amendment and the application is available online. The General Plan Amendment is a cost accounted project so we only charge for the time we spend on the project. The deposit required for a General Plan Amendment is \$10,000 but we can reduce the deposit amount to \$5,000 based on the scope of this project. I don't think it is likely we will use the entire deposit based on the scope of the project. We can work with you on the General Plan Amendment language."

"I've posed the question regarding CEQA requirements to our Town Attorney and we think it can be exempted from additional environmental analysis as there are no environmental effects associated with the action. There would be no changes to the physical development or density of future projects, it would just allow a broader range of people to occupy the units. We would have to comply with State requirements regarding noticing native American tribes but that is a relatively simple process but it just requires time to allow the tribes to respond."

Evan's Thoughts and Comments

I started the dialogue with Gary Myers about the possibility of this option. When we planned, and built SGSA we thought it would be easy to be in the student housing business. We had positive cash flow the first couple of years and since that time we have had to contribute every year to stay in operation.

Gary and I discussed the idea of a partnership where MLF could still have access to some rooms for students and MH would take over the operations and financial responsibility of SGSA. We agreed there was great potential to benefit the needs of both organizations.

The uses under IP zoning are limited and would be considered in valuation of the property in a partnership. The property was appraised in January of this year by Launer & Associates. The appraisal report is included with this information.

- MLF needs to get out of the land, building, development and management of property.
- Dave McCoy contributions over the past five years have been funding operational expenses of MLF that have primarily been used to support SGSA. This funding will go away next year.
- MLF should function as a support organization for education, arts and culture.
- MLF create a partnership with MH that eliminates property management and reduces operating expenses.
- Proceeds from a partnership with MH would go into an endowment fund for local scholarships.
- MLF will have an option to lease back a TBD number of units for student housing.
- MLF/MH would still commit two acres to the NWWC if this project moves forward.
- MLF and MH would each have a 50% equity interest in the property and MH would have a majority interest in control and future use of the property. This condition will be further defined in a formal partnership agreement.

Benefits to a Partnership

Mammoth Hospital

1. Secure housing for short term and long term needs. Can be run like a hotel or an apartment.
2. Land for future needs, great property, good location.
3. Buying into a building that is in good condition.
4. Within walking distance to the hospital.
5. Managing Partner/Responsible for staffing.
6. Pays operating expenses and entitled to profits and/or losses from operations.
7. MH can change the name of the property if desirous.

Mammoth Lakes Foundation

1. No management and/or operating responsibilities.
2. No financial responsibility.
3. TBD number of apartments available for students upon prior agreement by start of the school year.
4. MLF would continue student recruiting and student resident activities at MLF expense. MLF would be responsible for student scholarships, and discipline.
5. Students would pay a TBD monthly rental rate. Student rent could be collected by MLF or paid directly to MH operations.
6. MH will make a good partner and a permitted use under IP zoning.
7. Proceeds from MH partnership would go into a permanent endowment for local scholarships and MLF operations.

Discussion

1. MH and MLF would each have a 50% equity interest in the property, which includes building and land. Equity positions in the building would only pertain to a future sale of the property by MH. MH would have majority interest in decision making and be the managing partner.
2. The above assumes the McCoy family pays off the existing Wells Fargo loan.
3. The College needs to approve and be part of the process.
4. MH is one of the few entities that qualifies for use in IP zoning.
5. Future land development, additional housing, other MLF land, and MACC, should be identified as future uses on MLF land.
6. MLF would encourage MH to hire current SGSA manager.
7. MH/MLF will agree on monthly rental rate for students.
8. All uses and users of SGSA will pay for occupancy.
9. Use of College Parking and College Parkway need to be discussed.
10. DSES agreement-TBD
11. Annual audit
12. MH/MLF will work together to facilitate any needed zoning changes.

Partnership buy-in Price-\$3,530,000

- Launer Appraisal \$4,660,000 @ 50%= \$2,330,000
- Undeveloped land, 6-acres @ \$400,000 @ 50% =\$1,200,000
- Justification of "IP" Land Value @ \$400,000 per acre. This parcel of land is bordered by the College property, Forest Service land and is below SGSA and potential site for National Wounded Warrior Center. It has some geographic features that will make additional building more difficult and access to the lower part of the property may have challenges except for existing uses. The last IP property to sell in Mammoth (through a land exchange) was the parcel the Town, County, and Hospital purchased for \$500,000 an acre. This parcel is in town, easily buildable on flat land and adjacent to improved road system.
- MH cost to buy into partnership = \$3,530,000. This would be a cash transaction with short escrow after both boards approve terms of partnership.
- The sale of this property would allow MLF to create a permanent Scholarship Endowment Fund and have an operating reserve when Dave contribution stops.

Proposed Actions and Next Steps

- Conditional approval by MLF and MH Boards of Director's to move forward with a partnership agreement
- Appoint a task force of two people from each board to work with Gary, Evan, Kevin on drafting key points of an agreement
- David Baumwohl to draft a formal agreement between MH and MLF
- Work with Town Planning Department to draft amendment to town general plan
- Submit zoning application
- Lots of details to work out which will be done by both organizations working together
- Conflict of Interest Agreement
- Discuss the partnership with the college. Gary Myers, Kevin and myself had a brief meeting with new Chancellor Tom Burke, Jill Board, and Deanna about a number of issues. This was one of the issues we discussed and they were all supportive of the idea.



Mammoth Lakes Foundation

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South Gateway Student Apartments (SGSA) Partnership

UPDATED 6-21-2017 BY ER & GM – Rich on 0621.17

Purpose

To create a Joint Use Partnership between MLF & MH for ownership and operation of SGSA. The SGSA building is approximately 24,000 square feet and sits on approximately 10.93 acres.

Building and Land Value-Deal

SGSA building including land with the building	\$4,660,000
(6 + or -) acres of undeveloped land @ \$400,000 per acre	\$2,400,000 – why \$400,000 and not \$500,000 – is that the current appraisal per acre?
(2) acres + or – set aside for the NWWC	\$0 _____ why no price? Or does the Foundation want to retain that parcel and deal directly to the NWWC? Is this an element of our meeting with the DSES team on Tuesday?
Total	\$7,060,000

Sale-50% of Total

Sale-50% of Total	\$3,530,000
Less maintenance and repairs-ESTIMATE	\$ 300,000
Total to MLF	\$3,230,000

Ownership, Governance and Operations

- MLF and MH would each have 50% equity interest in the property, if the property is sold in the future. Agreed
- How do we handle future capital improvements? Partners would contribute equally or, if one partner determines that they do not want to contribute, then ownership interest could be adjusted based on the amount that the capital contribution represents as a percentage of the entire capital account. – If MH is making money on the project why would MLF agree to allocate funds for deferred maintenance on the building?

- MH would have a majority interest in operating control and future use of land.
- MH is the managing partner and takes full responsibility for profit and loss. MH is entitled to profits from operations and will absorb losses. – see above. MH is making money and they should allocate an annual deferred maintenance fund. MLF is allocating \$300,000 from the potential sale for the already identified deferred maintenance items so that is our part of the deal.
- MLF would have the right to use up to 50% of available rooms for student housing. Any rooms not leased by students by the beginning of the Fall semester would go back into the room inventory for leasing to qualified non-student tenants on a nightly, weekly, or long term stay rental. agreed
- MLF will be responsible for student recruiting and focus on recruiting out of area students. The student recruiter will be an employee of MLF. Brett released Chelsea a month ago so this is a vacant position
- Apartment manager will be an employee of MH. Other staff TBD by MH. agreed
- MH can rent rooms to any person who is determined a permitted use in IP zoning. The property can be operated like an apartment or hotel. -agreed
- If nightly rental or under 30-day lease, TOT tax will be charged. – agreed
- All users and uses will pay for occupancy of apartments. – agreed

Actions

- Conflict of Interest Statement-prepared by DB - agreed
- MLF approval process-DB to review - agreed
 - Finish Partnership Agreement, General Plan Language and repairs list - OK
 - Recommend to the Executive Committee for approval. - OK
 - Notice a special board meeting to discuss and approve. I prepared a report to the board dated April 25, 2017. This is what you and I have been working from but it has not gone to the full board. I would update the report + appraisal + agreement + GP amendment. – would like to tentatively schedule a board meeting on Saturday, August 26th from 8:30am to 10:30am
- MH can change the name of SGSA with MLF approval. - agreed
- Finish town general plan amendment by MLF. – what will this take?
- Purchase and operating agreement. –DB - OK
- Pay off Wells Fargo loan through escrow. – damn!
- Hold an amount in escrow or by agreement for repairs and replacement as agreed by MLF & MH. – if MH is making money on this project why would we hold funds in escrow or is this the \$300,000 for maintenance from the potential sale?
- Apartment staffing review. MLF would encourage MH to hire current SGSA manager. – agreed – Brett has been impressive and wants to remain on as a member of the team

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Discussion

1. What happens to land held for NWWC if it is not built? A deadline for start-up of project should be determined. In the event the project does not move forward, MLF retains ownership of the land. MH will have option to purchase equity share under the same terms as above. MH must exercise option to purchase equity share within 3 years of such determination. These are the elements of the Tuesday at 9am meeting -
2. We may need a hotel room type booking system. TBD by MH - ok
3. Who will collect student rents? MH -agreed
4. Who is responsible for student rents if a student defaults on a lease? Student or other guarantor. - agreed
5. How will student rent and room rates be determined? Rates shall be the same for all tenants determined by length of lease. -agreed
6. How do we deal with discipline problems? Same for all tenants: rules of the facility. - Would the licensing agreement go away and the Community Handbook be updated?
7. What happens if MLF and MH management have disagreements on operations, residents, pricing, general conditions, etc.? Meet and confer as the first step; mediation as the next; - agreed
8. Do we separate students from other residents by floor or other? No. Fully integrated building. - fully inclusive
9. Parking, lease from college or build a small parking lot? Further discussion TBD. - we do not want to build more parking - too expensive and could be an element of the future PAT project
10. If MH decides to develop/build on partnership land does MLF have any say in what will be built? Yes, future development may affect either owner's interest in the property. Should be consensus agreement on future development. If fail to reach consensus, see #7. So should MLF include this two acres in the sale agreement?
11. If MLF develops or wants to sell other MLF property does MH have any rights? MH is afforded rights under the CEQA process as a neighbor. If MLF develops or sells land not in shared ownership or part of WWC reserved property, MLF has right to do so. - ok
12. Should a cut-off date be established as to when MH can rent unused student room inventory? Yes, see bullet point #5, top of page 2. - yes and agreed
13. How should the college be involved in any part of this process? They should be kept informed as a courtesy. - being good neighbors is important
14. If MLF has a 50% interest in the land and MH builds something on the land, what interest will MLF have on the land in the future? MLF can elect to retain land interest. Value of such future ownership shall be the value of the land at the time of this transaction expressed as a total percentage of the appraised value of the newly developed land. MLF shall not have any rights or obligations with respect to the operation or management of

any facility built on shared land. Land is gold and MLF should retain their rights for land interest especially in this small little town

**Mammoth Lakes Planning and Economic Development Commission
Agenda Action Sheet**

Meeting Date: August 09, 2017

Prepared By: Ruth Traxler, Associate Planner

Submitting Department: Planning

Title: Consider recommending to the Town Council approval of General Plan Amendment (GPA) 17-001, to amend the Land Use Element's Institutional Public land use designation description to allow ancillary housing for institutional uses and to allow performing arts and cultural facilities and physical wellness and rehabilitation facilities. Staff contact: Ruth Traxler, Associate Planner, x3637.

Recommended Motion: Adopt the Planning and Economic Development Commission Resolution, making the required CEQA and Municipal Code findings, and recommending to the Town Council approval of General Plan Amendment 17-001 as recommended by staff or with modifications.

Background Information: The proposed General Plan Amendment modifies the Institutional Public (IP) land use designation description in the Land Use Element to allow ancillary housing for institutional uses and to allow performing arts and cultural facilities and physical wellness and rehabilitation facilities. Currently, the Institutional Public land use designation limits residential uses to student housing accessory to Cerro Coso Community College. No modification to the allowed density of four units per acre is proposed; however, a footnote on the General Plan Buildout Table referencing the allowed uses is proposed to be modified.

Attachments:

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Town of Mammoth Lakes

Planning & Economic Development

Commission Staff Report

Date:	August 9, 2017	File No.:	General Plan Amendment (GPA) 17-001
Place:	Council Chambers, 2 nd Floor Minaret Village Shopping Center Mammoth Lakes, CA 93546	Project:	General Plan Land Use Element Amendment to Institutional Public (IP) land use designation
Time:	After 2:00 p.m.	Location:	General Plan Institutional Public (IP) land use designations
Appeal Status:	Not Applicable	General Plan:	Institutional Public (IP)
Applicant / Owner:	Mammoth Lakes Foundation	Specific Plan:	Not Applicable
Environmental Review:	General Rule Exemption (CEQA Guidelines Section 15061(b)(3))	Zoning:	Not Applicable

TITLE: Consider recommending to the Town Council approval of General Plan Amendment (GPA) 17-001 to amend the Land Use Element’s Institutional Public land use designation description, to allow ancillary housing for institutional uses and to allow performing arts and cultural facilities and physical wellness and rehabilitation facilities.

A. EXECUTIVE SUMMARY

1. Requested Actions

The Commission is requested to evaluate the proposed General Plan Amendment, determine if the required findings can be made, and take the following action:

Adopt the attached Planning and Economic Development Commission Resolution, making the required CEQA and Municipal Code findings, and recommending to the Town Council approval of General Plan Amendment 17-001 as recommended by staff or with modifications.

2. Required Findings to Support Requested Actions

- Is the proposed project consistent with the California Environmental Quality Act (CEQA)?
- Can the findings be met for a General Plan Amendment pursuant to Municipal Code (MC) Chapter 17.112?

Report Prepared By:
Ruth Traxler, Associate Planner

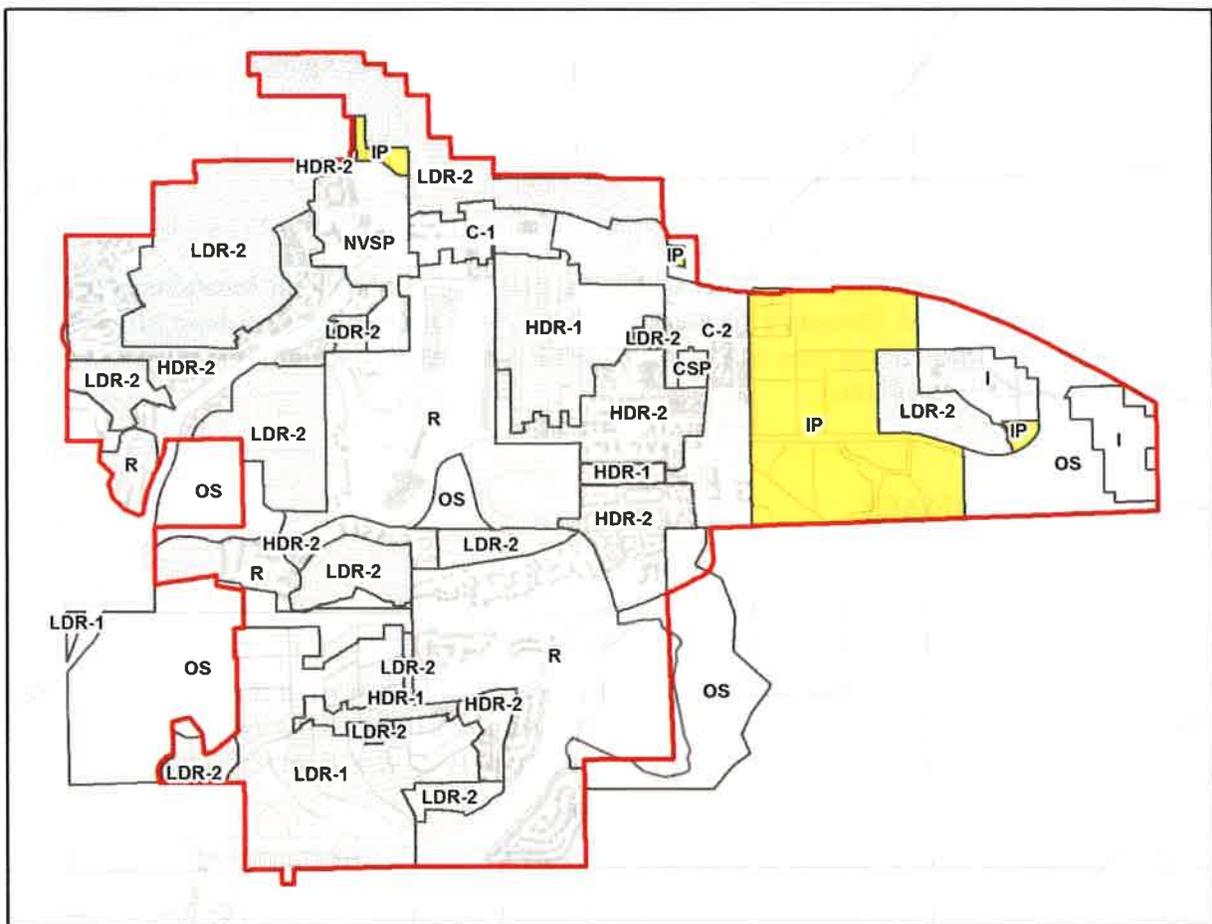
Report Approved By:
Sandra Moberly, Community and
Economic Development Manager

3. Report Summary

The proposed General Plan Amendment modifies the Institutional Public (IP) land use designation description in the Land Use Element to allow ancillary housing for institutional uses and to allow performing arts and cultural facilities and physical wellness and rehabilitation facilities. Currently, the Institutional Public land use designation limits residential uses to student housing accessory to Cerro Coso Community College. No modification to the allowed density of four units per acre is proposed; however, a footnote on the General Plan Buildout Table referencing the allowed uses is proposed to be modified.

Based on the analysis provided in this report, it is staff's opinion that the required findings to support the request can be made, and staff recommends that the Commission recommend to the Town Council approval of the General Plan Amendment.

4. Location Map



B. ANALYSIS

1. Background

a. 2007 General Plan (GPA 2003-01 and GPA 2003-1B)

A General Plan is a state-required document (Government Code Section 65300) that consists of a statement of policies for development of a particular city or county. The General Plan consists of individual sections, or "elements," that address specific areas of concern, and also embody a

comprehensive and integrated planning approach for the jurisdiction. The Town of Mammoth Lakes completed a comprehensive update of the General Plan in 2007, which was the culmination of a four-year effort by the citizens and the Town of Mammoth Lakes to update the General Plan, which was originally adopted by the Town in 1987.

The Land Use Element of the General Plan describes the principles and requirements for the physical development of the community, for each of the land use designations (Attachment 2). The description provided for the Institutional Public land use designation in the Land Use Element is as follows:

Institutional Public (IP) This designation allows institutional uses such as schools, hospitals, governmental offices and facilities, museums, and related uses. Residential uses are not permitted, with the exception of employee and student housing that is accessory to the College. The maximum density for accessory housing is four units per gross acre and subject to the HDR-1 development standards. (General Plan, page 33)

There were discussions prior to the adoption of the 2007 General Plan in regards to allowing affordable or workforce housing in the IP land use designation, but based on concerns from the group “The Advocates of Mammoth” regarding the potential uses and associated densities, it was ultimately decided that the IP designation should be limited to accessory student and faculty housing. The expected capacity of housing units in the Institutional Public land use designation at the time of adoption of the 2007 General Plan was 250 units.

b. General Plan Amendments

Since the adoption of the 2007 General Plan, the Town Council has made a number of policy decisions regarding implementation. This includes the 2009 PAOT/PIEC Policy, the 2012 Draft Mobility Element, the 2014 Zoning Code Update, and the 2014 elimination of the CBIZ Policy. In response to these policy decisions the Town Council directed staff to prepare an update to the General Plan and Zoning Code to implement a floor area ratio standard and to update the General Plan Mobility Element. These most recent amendments were approved in December 2016 (ZCA 15-002 / GPA 15-002).

As a part of the implementation of the floor area ratio standard in 2016, the General Plan buildout methodology and calculations were updated. The methodology is based on residential and lodging units and commercial square footage, versus Population At One Time (PAOT). Based on available land (i.e. not otherwise entitled or designated) and the allowable density of four units per acre, the current projections of units in the IP designation is 229 units (Attachment 3).

2. Proposed General Plan Amendments

On May 25, 2017, Mammoth Lakes Foundation submitted an application for a General Plan Amendment to amend the allowed uses in the IP land use designation, requiring changes to the Land Use Element and the Buildout Table¹. The purpose of the amendments is to allow for a wider range of housing uses to support the allowed institutional uses (e.g. schools, college, hospital, government agencies, etc.) and to allow for the proposed Mammoth Arts and Cultural Center and Wounded Warrior Center projects to be located on properties owned by Mammoth Lakes Foundation, on College Parkway. The amended language in the Land Use Element for the IP designation is as follows (Attachment 1):

¹ Zoning Code Chapter 17.112, consistent with Government Code Section 65358, sets a limit of four amendments per calendar year to any mandatory element of the General Plan. The proposed amendment (GPA 17-001), if approved, will be the second amendment to the Land Use Element in this calendar year. The first amendment (GPA 16-001) to the Land Use Element this calendar year amended the allowed density in the North Village Specific Plan designation.

Institutional Public (IP) This designation allows institutional uses such as schools, hospitals, governmental offices and facilities, museums, performing arts and cultural facilities, physical wellness and rehabilitation facilities, and related uses. Residential uses are not permitted, with the exception of employee housing that supports and is ancillary to the allowed institutional uses and student housing that is accessory to the College. The maximum density for ~~accessory~~ housing is four units per gross acre and subject to the HDR-1 development standards.

The approval of this amendment will allow existing and future development to be occupied by and constructed for the employees of the allowed institutional uses, such as the schools, college, hospital, and local government agencies.

As described in the Land Use Element, the allowed density for housing in the IP designation is four units per acre. While no modification to the allowed density or projected units for the IP designation are proposed, a footnote on the General Plan Buildout Table will be modified as follows (Attachment 1):

Footnote 11. The General Plan ~~permits housing~~ allows housing ancillary to the institutional uses and accessory to the college within the IP land use designation at a density of 4 units per acre. The Kern Community College District/Mammoth Lakes Foundation ~~owns a total of 229 acres of land and has~~ own approximately 57 acres of land and have constructed 36 units of student housing.

The amendment to the footnote addresses the allowed housing uses and also removes an incorrect reference to 229 acres of land that the College District and Mammoth Lakes Foundation own. The two organizations own approximately 57 acres of land.

3. General Plan Consistency

The project is consistent with the following General Plan Vision Statements as described in Table 1:

Table 1: General Plan Vision Statement Conformance

General Plan Vision Statement	Explanation of Project Conformance
<i>“being a great place to live and work”</i>	The amendment creates additional workforce housing capacity without substantially modifying the character or density of the subject area.
<i>“Protecting the surrounding natural environment and supporting our small town atmosphere by limiting the urbanized area.”</i>	The amendment expands the workforce housing capacity within the urban growth boundary, reducing the potential demand for housing outside the urbanized area.

The project is consistent with the following General Plan goals, policies, and actions as described in Table 2:

Table 2: General Plan Conformance with Goals, Policies, and Actions

Goal, Policy, or Action	Explanation of Project Conformance
L.2. GOAL: Substantially increase housing supply available to the workforce.	The amendment increases the land available to workforce housing.
L.2.A. Policy: Emphasize workforce housing for essential public service employees, such as firefighters, police, snow removal operators, and teachers.	The amendment is specifically for housing ancillary to the uses allowed in the Institutional Public land use designation, which includes public service employees, as well as other essential employees such as hospital employees.

4. Environmental Analysis

The project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3), “General Rule,” which applies to projects where there is no possibility that the activity in question may have a significant effect on the environment. No additional CEQA analysis is required.

5. Agency and Public Comments

Staff routed the General Plan Amendment application to the following local agencies for review: Mammoth Lakes Housing, Mammoth Lakes Fire Protection District, Mammoth Community Water District, Mammoth Unified School District, Mono County Office of Education, and Cerro Coso Community College. No comments have been received as of the writing of this report.

6. Financial and Staffing Considerations

The applicant, Mammoth Lakes Foundation, is paying for the staff time for the processing of this application.

C. OPTIONS

Option 1.

Adopt the attached Planning and Economic Development Commission Resolution, making the required CEQA and Municipal Code findings, and recommending to the Town Council approval of General Plan Amendment 17-001 as recommended by staff or with modifications.

Option 2. Deny General Plan Amendment 17-001.

Option 1 would allow the amendment to proceed to a public hearing with the Town Council with a recommendation for approval.

Option 2 would also allow the amendment to proceed to a public hearing with the Town Council; however, the Commission recommendation would be to deny the amendment. The Commission would need to make findings for denial.

D. RECOMMENDATION

Staff recommends that the Planning and Economic Development Commission choose Option 1:

Adopt the attached Planning and Economic Development Commission Resolution, making the required CEQA and Municipal Code findings, and recommending to the Town Council approval of General Plan Amendment 17-001 as recommended by staff or with modifications.

Attachments

Attachment 1: Planning and Economic Development Commission Resolution (including Exhibit “A” Amendments to the General Plan Land Use Element and Buildout Table)

Attachment 2: Existing General Plan Land Use Element

Attachment 3: Existing General Plan Buildout Table

Attachment I

Planning and Economic Development Commission Resolution

Recording Requested by and)
When Recorded Mail To:)
)
Town of Mammoth Lakes)
Community & Economic Development Department)
P.O. Box 1609)
Mammoth Lakes, CA 93546)

Recordation fee exempt per Government Code §27383
Space Above for Recorder's Use

RESOLUTION NO. PEDC 2017-

**A RESOLUTION OF THE MAMMOTH LAKES PLANNING AND
ECONOMIC DEVELOPMENT COMMISSION
RECOMMENDING TO THE TOWN COUNCIL APPROVAL OF
GENERAL PLAN AMENDMENT 17-001
TO AMEND THE LAND USE ELEMENT'S INSTITUTIONAL PUBLIC
LAND USE DESIGNATION TO ALLOW ANCILLARY HOUSING FOR
INSTITUTIONAL USES AND
TO ALLOW PERFORMING ARTS AND CULTURAL FACILITIES AND
PHYSICAL WELLNESS AND REHABILITATION FACILITIES.**

WHEREAS, a request for consideration of a General Plan Amendment was filed by Mammoth Lakes Foundation to allow for General Plan Land Use Element amendments to the description for the Institutional Public land use designation and to the Buildout Table, in accordance with Chapter 17.112 of the Town of Mammoth Lakes Municipal Code, for properties located within the Institutional Public land use designation; and

WHEREAS, the Planning and Economic Development Commission conducted a noticed public hearing on the application request on August 9, 2017, at which time all those desiring to be heard were heard; and

WHEREAS, the Planning and Economic Development Commission considered, without limitation:

1. The staff report to the Planning and Economic Development Commission with exhibits;
2. The General Plan and Municipal Code;
3. Oral evidence submitted at the hearing; and
4. Written evidence submitted at the hearing.

NOW THEREFORE, THE PLANNING AND ECONOMIC DEVELOPMENT COMMISSION OF THE TOWN OF MAMMOTH LAKES DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1. FINDINGS.

1. CEQA.

- a. The project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Guidelines Section 15061(b)(3), the General Rule exemption. The General Rule exemption applies to projects where there is no possibility that the activity in question may have a significant effect on the environment. The proposed project, which amends the Land Use Element, does not change the permitted density or substantively modify the allowed uses. The amendments modify the Institutional Public land use designation to allow ancillary housing for institutional uses in addition to currently allowed student and faculty housing allowed accessory to Cerro Coso Community College and clarify the allowance for performing arts and cultural facilities and physical wellness and rehabilitation facilities. Any future development in the Institutional Public land use designation is subject to environmental review to address potential issues and impacts.

2. MUNICIPAL CODE FINDINGS.

FINDINGS FOR GENERAL PLAN AMENDMENT

(Municipal Code Section 17.112.060)

- a. The proposed amendment is internally consistent with all other provisions of the General Plan because the proposed modifications to the General Plan's Land Use Element are 1) to amend the Institutional Public land use designation to allow ancillary housing for institutional uses in addition to currently allowed student and faculty housing allowed accessory to Cerro Coso Community College and 2) to clarify the allowance for performing arts and cultural facilities and physical wellness and rehabilitation facilities. The footnote in the Buildout Table in the Land Use Element will be amended to reflect the changes to the allowed uses in the Institutional Public land use designation description.

These amendments do not conflict with any provision in the General Plan. The amendments maintain the intent and purpose of the Institutional Public land use designation as described in the Land Use Element, do not change the associated districts' character, and provide the potential for more workforce housing.

- b. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the town because the amendments do not increase density or substantively modify the allowed uses. Any future development in the Institutional Public land use designation is subject to environmental review to address potential issues and impacts.

- c. The proposed amendment is consistent with the provisions of the California Environmental Quality Act (CEQA) pursuant to the findings made in Section 1 of this Resolution. The project is exempt from the provisions of CEQA pursuant to Guidelines Section 15061(b)(3), the General Rule exemption. The General Rule exemption applies to projects where there is no possibility that the activity in question may have a significant effect on the environment. The proposed project does not change the permitted density or substantively modify the allowed uses. The amendments allow ancillary housing for institutional uses in addition to currently allowed student and faculty housing allowed accessory to Cerro Coso Community College and clarify the allowance for performing arts and cultural facilities and physical wellness and rehabilitation facilities. Any future development in the Institutional Public land use designation is subject to environmental review to address potential issues and impacts.

- d. The proposed amendment does not result in a mandatory element of the General Plan being amended more than four times during any calendar year because this would be the second amendment to the Land Use Element of the General Plan in 2017 (Government Code Section 65358 and Municipal Code Section 17.112.080).

SECTION 2. PLANNING AND ECONOMIC DEVELOPMENT COMMISSION ACTIONS. The Planning and Economic Development Commission hereby takes the following actions:

1. Recommends that the Town Council finds that this project is exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) and directs staff to file a Notice of Exemption; and
2. Recommends to the Town Council approval of General Plan Amendment 17-001 as described in Exhibit "A."

PASSED AND ADOPTED this 8th day of August 2017, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Sandra Moberly,
Community and Economic Development
Director

Amy Callanan,
Chair of the Mammoth Lakes Planning
and Economic Development
Commission

NOTE: This action is subject to Chapter 17.104 of the Municipal Code, which specifies time limits for legal challenges.

EXHIBIT "A"
Resolution No. PEDC 2017-
Case No. GPA 17-001

Amendments to the General Plan Land Use Element

Institutional Public (IP) This designation allows institutional uses such as schools, hospitals, governmental offices and facilities, museums, performing arts and cultural facilities, physical wellness and rehabilitation facilities, and related uses. Residential uses are not permitted, with the exception of employee housing that supports and is ancillary to the allowed institutional uses and student housing that is accessory to the College. The maximum density for ~~accessory~~ housing is four units per gross acre and subject to the HDR-1 development standards.

Buildout Table, Footnote 11. The General Plan ~~permits housing~~ allows housing ancillary to the institutional uses and accessory to the college within the IP land use designation at a density of 4 units per acre. The Kern Community College District/Mammoth Lakes Foundation ~~owns a total of 229 acres of land and has~~ own approximately 57 acres of land and have constructed 36 units of student housing.

Attachment 2

Existing General Plan Land Use Element



LAND USE

INTENT

The policies of this Element describe and determine how the community will retain its community character and small town atmosphere while enhancing our success as a destination resort. These policies embrace principles such as creating walkable communities, mixed land uses, providing a variety of transportation choices, and taking advantage of compact building design. The planning area is shown in Figure 4.

An overarching principle of the community is to maintain the town's compact urban form, protect natural and outdoor recreation resources, and prevent sprawl. The Town established the Urban Growth Boundary limiting the area available for future development to achieve these principles.

Livability

L.1. **GOAL: Be stewards of the community's small town character and charm, compact form, spectacular natural surroundings and access to public lands by planning for and managing growth.**

L.1.A. Policy: Utilize Project Impact Evaluation Criteria (PIEC) to evaluate the relationship between growth, density, and population to ensure the balance of economic, social, and environmental factors so as to ensure that development does not exceed the carrying capacity of the Town.

L.1.A.1. Action: Establish protective zoning standards for special resources and conservation areas.

L.1.A.2. Action: Prepare an Annual Community Indicators Report to monitor pace of growth and to plan for changing conditions. Potential Community Indicators include:

- Environmental indicators
- Average median income
- Unemployment rates
- Visitor lodging occupancy
- Annual visitors
- Downhill skier/snowboarder visits
- Cross-country skier visits
- Building permits
- Real estate sales/average sales price
- Retail vacancy
- Transient Occupancy Tax revenues
- Sales tax revenues
- Population

L.1.A.3. Action: Maintain a geographic information database and mapping system to increase information available to the public on zoning, land use, infrastructure planning, and other pertinent data.

L.1.B. Policy: Require all development to meet community goals for highest quality of design, energy efficiency, open space preservation, and promotion of a livable, sustainable community. Development that does not fulfill these goals shall not be allowed.

L.1.B.1. Action: Revise planning review processes to be more user-friendly to both applicants and residents.

L.1.C. Policy: Give preference to infill development.

L.1.C.1. Action: Develop and adopt infill development standards.

L.1.D. Policy: Conduct district planning and focused studies for special areas and sites within the community to aid in future planning.

L.1.D.1. Action: Conduct district planning (see District Planning). Some initial district planning areas are:

- Main Street, Old Mammoth Road, and Shady Rest
- Juniper Ridge Master Plan
- Sierra Star Master Plan
- Snowcreek Master Plan
- North Village Specific Plan
- Gateway Master Plan

L.1.D.2. Action: Prepare special studies (see Special Study Areas in Neighborhood and District Character Element). Some initial study areas are:

- Mammoth Creek Corridor
- Main Street, Old Mammoth Road, and Shady Rest
- Gateway
- Sierra Valley Sites
- Bell-shaped Parcel

L.1.D.3. **Action:** Prepare a Focused Special Conservation Easement Study for the Bell Shaped Parcel (Bell) to:

- Study benefits to the community as the Town's "central park" through implementation mechanisms such as zoning and conservation easements.
- Assess the existence and value of biological, scenic and aesthetic site resources.
- Determine areas suitable for preservation and those suitable for development consistent with maximizing recreational opportunities, preserving open space, and protecting sensitive environmental resources.
- Determine the appropriate range of public and private open space, uses and development standards consistent with maximizing recreational opportunities, preserving open space, and protecting sensitive environmental resources.
- Determine locations and limitations for buildings and facilities and transit, pedestrian, bicycle and vehicular access.
- No disposition or development of the Bell may be made which is inconsistent with these Special Study objectives without further amendment to this General Plan to remove this condition.

L.1.D.4. **Action:** Emphasize pedestrian orientation, integration of land uses, treatment of streetscapes as community living space, environmental sensitivity and energy efficiency. Consider site conditions, solar access, framing of public views, building bulk and scale, average and maximum building height, and architectural features and appurtenances.

Housing

L.2. **GOAL: Substantially increase housing supply available to the workforce.**

- L.2.A. Policy: Emphasize workforce housing for essential public service employees, such as firefighters, police, snow removal operators, and teachers.
- L.2.B. Policy: Encourage a mix of housing types and forms consistent with design and land use policies.

L.2.C. Policy: Rehabilitate existing housing and build new housing for workforce housing.

L.2.C.1. **Action:** Develop a workforce housing strategy.

L.2.D. Policy: For housing development projects where all units are deed restricted for workforce housing, a density bonus may be granted in addition to any bonus granted pursuant to the State Density Bonus Law up to a combined bonus of twice the density identified for the designation in which the project is located.

Small Town Character

L.3. **GOAL: Enhance livability by designing neighborhoods and districts for walking through the arrangement of land uses and development intensities.**

L.3.A. Policy: Achieve a diversity of uses and activities and efficient use of land by maintaining a range of development types.

L.3.B. Policy: Develop vital retail centers and streets.

L.3.B.1. **Action:** Require retail, restaurants and other similar active commercial uses at the ground level along designated streets (Physical Development Concept - Appendix C).

L.3.B.2. **Action:** Require active street level uses (office, row houses, live/work, hotel lobbies and other services) at ground level along designated streets.

L.3.C. Policy: Encourage development of small neighborhood-serving retail and services dispersed through town.

L.3.D. Policy: Encourage outdoor dining in resort and commercial districts to increase street level animation.

L.3.D.1. **Action:** Revise the Zoning Code to allow outdoor dining in resort and commercial districts.

- L.3.E. Policy: Require a minimum amount of development in the Main Street, Old Mammoth Road, and Shady Rest Districts to ensure supplies of housing for employees and to reduce automobile trips.
- L.3.F. Policy: Do not allow the transfer of unused density from built parcels.
- L.3.G. Policy: Density may be clustered or transferred through clearly articulated master and specific plans to enhance General Plan goals and policies.

Accommodations and Community Amenities

L.4. **GOAL: Be the symbolic and physical heart of the Eastern Sierra: the regional economic, administrative, commercial, recreational, educational and cultural center.**

L.5. **GOAL: Provide an overall balance of uses, facilities and services to further the town's role as a destination resort community.**

- L.5.A. Policy: Encourage and support a range of visitor accommodations that include a variety of services and amenities.
- L.5.B. Policy: Locate visitor lodging in appropriate areas. Transient occupancy use shall not be allowed in areas designated, as of December 31, 2014, as Low-Density Residential 1 (LDR-1), Low-Density Residential 2 (LDR-2), or High-Density Residential 1 (HDR-1), except that in areas designated as LDR-1, bed and breakfast uses may be allowed subject to a use permit and in areas designated as HDR-1, bed and breakfast uses may be allowed and group living quarters may be allowed subject to a use permit. The terms used in this policy shall be defined as follows:

(1) Transient occupancy use means a structure, or portion of a structure, which is occupied, used, or intended or designed for occupancy by persons for purposes of sleeping, lodging, or similar reasons for a period of 30 consecutive days or less in exchange for a fee or similar consideration. This includes, but is not limited to hotels, motels, and fractional time-share developments and homes or portions of homes used for such purposes, bed and breakfasts, and group living quarters.

(2) Bed and Breakfast means a residential structure that is in residential use with one or more bed rooms rented for overnight lodging and where meals may be provided.

(3) Group Living Quarters means shared living quarters without separate kitchen or bathroom facilities for each room or unit, offered for rent for permanent or semi-permanent residents on a weekly or longer basis.

The limits on transient occupancy set forth in the Policy L.5.B affirm longstanding Town policy and were adopted by the Initiative to Require Voter Approval to Alter Transient Rental Zoning in Residential Neighborhoods. The limits may not be amended or repealed except by a vote of the people with a majority of the voters voting on the proposed amendment to repeal, except that land designated as LDR-1, LDR-2, and HDR-1 as of December 31, 2014, may be re-designated without voter approval if the new designation maintains the limits on transient occupancy applicable to the land being re-designated.

- L.5.C. Policy: Ensure there are an adequate number of units available for nightly rental.
- L.5.D. Policy: Encourage rehabilitation and renovation of existing visitor accommodations.
 - L.5.D.1. **Action:** Develop outreach and educational programs to inform owners of the benefits of upgrading their units.
- L.5.E. Policy: Development shall complement and diversify the range of resort community activities and amenities.
- L.5.F. Policy: Require all multi-family, resort, and specific plan development to include activities, amenities and services to support long-term visitation.
 - L.5.F.1. **Action:** Adopt and/or revise zoning standards to ensure that development provides adequate levels of services and on-site activities and usable amenities.

- L.5.G. Policy: The Town shall review and adjust as needed, the General Plan's buildout calculations every five years. If construction of significant commercial/lodging/residential products has not occur within the five year period, a summary of construction shall be prepared and include in the General Plan files, but a detailed buildout analysis shall not be required.

Urban Growth Boundary

- L.6. **GOAL: Maintain the Urban Growth Boundary to ensure a compact urban form; protect natural and outdoor recreational resources; prevent sprawl.**
- L.6.A. Policy: No residential, commercial, or industrial development is permitted outside the Urban Growth Boundary (UGB) identified in Figure 4.
- L.6.B. Policy: Recreation facilities, other public facilities, and public utility installations may be permitted outside of the UGB when determined to be in the public interest and compatible with other Town goals.
- L.6.C. The Town shall work collaboratively with Mono County, Inyo National Forest, and the Bureau of Land Management to ensure that land uses occurring adjacent to the Urban Growth Boundary are compatible with Town goals.
- L.6.D. Policy: Support land exchanges for existing special uses that maintain the integrity of the General Plan and promote Town policies when determined to be in the public interest and compatible with other Town goals.
- L.6.E. Policy: National Forest lands that are exchanged into private ownership will be included within the UGB whether or not they are contiguous with the UGB.
- L.6.F. Policy: The Town may consider adjustments to the UGB that do not increase the acres of developable land of Mammoth Lakes, are contiguous to the UGB, and are otherwise in the public interest.
- L.6.G. Policy: Coordinate with agencies undertaking planning or development activities outside of the UGB and within the Town's Planning Area.

District Planning

Some areas of the community have special needs or conditions that would benefit from detailed investigation to address issues such as allowable land use patterns, design standards, zoning codes and other property development standards and protections.

These standards and protections may include detailed regulations, conditions, programs and proposed designations supplemental to the General Plan, including infrastructure requirements, resource conservation, housing for locals, implementation measures, and potential changes in land use to meet future needs.

Land Use Designations

Residential

Residential designations are defined by the maximum density allowed. Specific designations regulate height, setbacks, and lot coverage. Other design standards are implemented through the Zoning Code and design guidelines.

Low-Density Residential 1 (LDR-1) This designation allows single-family detached residential development at a maximum density of two (2) dwelling units per gross acre. This density range is typical of residential subdivisions in the Old Mammoth District and is intended to protect their existing densities and character. Lots within this designation are typically larger, have increased setbacks, and lower lot coverage.

Low-Density Residential 2 (LDR-2) This designation allows single-family detached residential development of up to four (4) dwelling units per gross acre. This density range is typical of residential subdivisions in the Mammoth Slopes, Knolls, the Trails, and the Majestic Pines District. This designation protects the low-density character of existing neighborhoods. Development standards are intended to provide for privacy through building separation, usable yards, and limited shading by structures of adjoining parcels.

High-Density Residential 1 (HDR-1) This designation allows residential multi-unit townhouses, condominiums and apartments at a density of six (6) to a maximum of twelve (12) dwelling units per acre. This designation applies to the Sierra Valley District, the Shady Rest Tract, and portions of the Old Mammoth District. The Shady Rest Tract is intended primarily for workforce housing. The HDR-1 designation is intended to preserve existing housing and allow for additional high quality housing opportunities. Development standards ensure compatibility with adjacent properties, building separation, adequate on-site recreation space, and well-designed livable development.



High-Density Residential 2 (HDR-2) This designation allows both transient visitor lodging and residential multi-unit style developments including townhouses, apartments, and condominiums. Residential density may range from of six (6) to twelve (12) residential dwelling units per acre and hotel density is permitted up to thirty-six (36) rooms per acre. This designation is found in the Mammoth Slopes and Meridian Districts. HDR-2 includes standards that ensure compatibility with adjacent properties, building separation, adequate on-site recreation space, and well-designed resort visitor development.

Commercial
Commercial designations are established to support desirable existing uses and to encourage desirable uses.

Commercial 1 (C-1) The C-1 designation allows medium-scale, commercial mixed uses. The maximum floor area ratio is 2.0. This designation is located along Main Street between the North Village District and Mono Street, and is intended to create a transition zone to the more intensive Commercial 2 and North Village designations.

Commercial 2 (C-2) This designation allows for the community's medium- and large-scale commercial mixed uses. The maximum floor area ratio is 2.0. Intended uses include retail and office space for services as well as visitor lodging and residential uses.

Resort (R) The Resort designation allows commercial mixed uses including visitor lodging, amenities and services, and workforce housing. Resort developments include recreation, meeting spaces, and commercial services that support the resort atmosphere. The base density is six (6) to a maximum of eight (8) residential dwelling units per acre, and twelve (12) to a maximum of sixteen (16) hotel rooms per acre. This designation is generally applied to large parcels capable of providing a complete resort experience as found in the master plan areas of Sierra Star, Snowcreek, and Juniper Ridge.

Institutional Public (IP) This designation allows institutional uses such as schools, hospitals, governmental offices and facilities, museums, and related uses. Residential uses are not permitted, with the exception of employee and student housing that is accessory to the College. The maximum density for accessory housing is four units per gross acre and subject to the HDR-1 development standards.

North Village Specific Plan (NVSP) This designation is intended to create a visitor-oriented entertainment retail and lodging district anchored by a pedestrian plaza and a gondola connection to Mammoth Mountain Ski Area. Uses include hotels and similar visitor accommodations along with supporting restaurants, retail, and services. Development projects will provide a wide range of amenities and services that enhance the visitor experience. Maximum overall density is 3,404 rooms and 135,000 square feet of commercial. The specific allocation of density, location of uses, and development standards are contained in the Specific Plan.

Industrial (I) This designation allows a limited variety of light manufacturing and service uses that can be contained within wholly enclosed structures. Examples include heavy equipment storage and maintenance, batch plants, automobile repair and service, and similar uses conforming to design, screening, noise and other standards.

Airport (A) This designation allows aviation, fueling, and fixed-base operator services at the Mammoth Yosemite Airport. Supporting transient lodging, retail uses, and a recreational vehicle park may be permitted. The Airport designation is designated for 250 visitor lodging units and approximately 50,000 square feet of commercial development. This designation is not identified in Figure 5 because it is not located within the area shown.

Open Space (OS) The Open Space designation is established to protect the community's public and private open space resources. It is intended to preserve existing parks and encourage future parks, maximize recreation opportunities, preserve open space, and protect sensitive environmental resources. Facilities that support the environmental and recreational objectives of the community are permitted. The OS designation may apply to environmentally sensitive areas such as wetlands, floodplains, and streams. This designation allows parks, athletic fields, golf courses, community gathering spaces and supporting facilities. The OS designation also applies to the Bell Shaped Parcel and patented mining claims located in the Sherwin Range.

National Forest (NF) This designation is applied to lands administered by the Inyo National Forest that are outside the adopted Urban Growth Boundary. National Forest Land is not subject to the land use jurisdiction of the Town of Mammoth Lakes; however, building codes and other specific Town regulations apply on National Forest land within the Town's municipal boundary.

Clearwater Specific Plan (CSP) This designation provides for a pedestrian-oriented, mixed-use district for residents and visitors within the North Old Mammoth Road area. Permitted uses include hotel, condominium-hotel, workforce housing, street front retail along Old Mammoth Road, and a large public plaza intended for use as an event venue. The base density is forty (40) hotel rooms per acre with the potential for up to eighty (80) hotel rooms per acre. Pursuant to General Plan Policy L.5.G, significant community benefits are required to be provided. Workforce housing and commercial uses are exempt from density calculations.

Figure 4

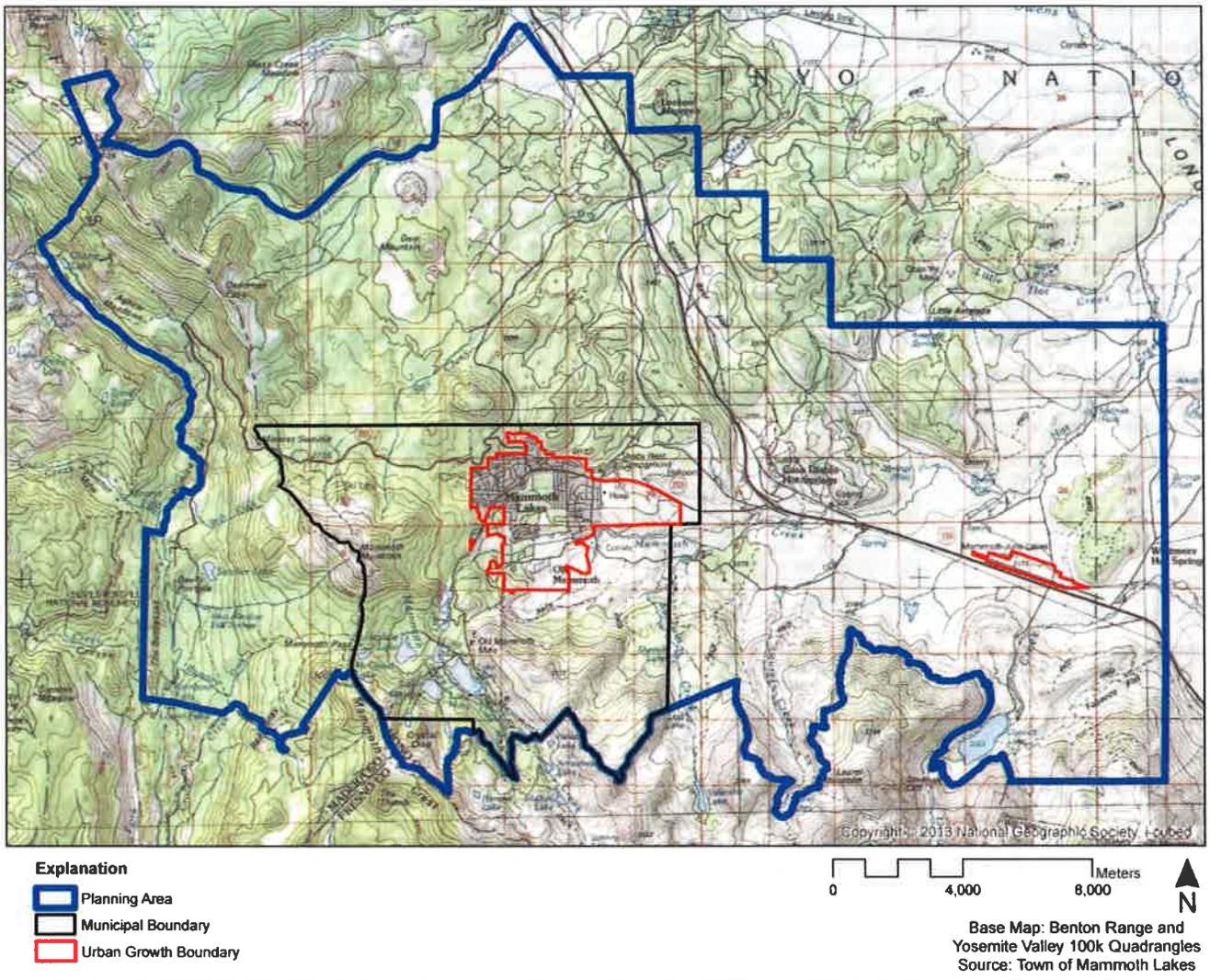
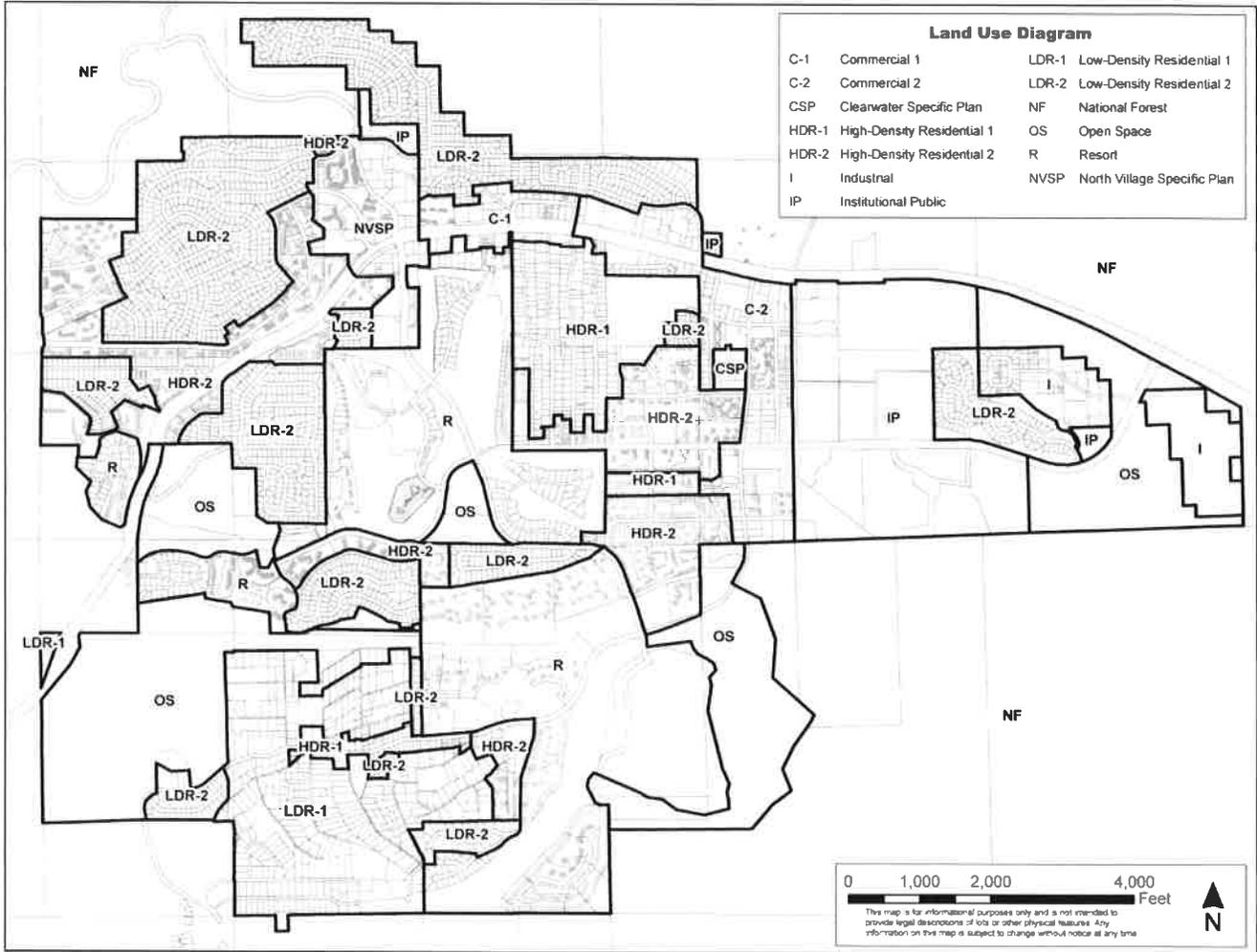


Figure 5



Other State Requirements

Affordable Housing To promote affordable housing and to ensure consistency with California Government Code Section 65915, density bonus (applied to the residential component of a project) is available for projects exceeding on-site affordable housing requirements. Bonus density would vary depending on the amount and kind of affordable housing provided, with the maximum density bonus being 35 percent.

Buildout

The Land Use Element of the General Plan establishes the location and intensity of planned land uses. Buildout, as described in this General Plan, refers to the maximum number of potential residential units and maximum amount of commercial, industrial, and non-residential square footage within the Town's municipal boundary. The General Plan buildout provides a framework for the future growth of the Town of Mammoth Lakes. While the buildout projection identifies areas for potential growth and development, it is not expected that the full buildout will be reached in the 20-year horizon of the General Plan.

The buildout shapes how the town will look and feel and guide municipal infrastructure and facility needs. The buildout also informs the Town's Capital Improvement Plan (CIP) that delineates the location and improvements associated with each public facility. CIPs are prepared based on the buildout information and are updated over time to reflect changing community conditions. The Development Impact Fee program is based on the Capital Improvement Plan and the anticipated future infrastructure and facility needs. Development Impact Fees fund only physical improvements and the General Plan finances operations and maintenance. Additionally, buildout projections are used by other partner agencies like the Mammoth Community Water District to inform their future planning of infrastructure and facilities.

The General Plan buildout captures significant population fluctuations caused by the seasonality of the Town's economy. Planning for facilities and infrastructure requires an understanding of these population fluctuations, as demand for some services are created by the permanent population and other demands are created by peak populations, which include permanent and visitor populations. For example, planning for facilities such as libraries, schools, and parks is based on the buildout of the permanent population. Utility planning (for water, sewer, etc.) is based on the service usage during peak periods. Air quality limitations (measured in part by Vehicle Miles Traveled (VMT)) are also based on usage of the Town's Design Day, which is the 7th busiest winter Saturday.

In the past, the Town used People at One Time (PAOT) as the metric for calculating buildout. After the General Plan was approved in 2007 using PAOT to calculate buildout, the Town Council reviewed PAOT and in 2009 adopted Resolution No. 09-22 which approved a shift away from PAOT-based project evaluation to impact based evaluation and mitigation, reflecting and including the following: The impacts in the 2007 General Plan FEIR Alternative 3: Reduced Development Alternative corresponding to 52,000 PAOT should be used as benchmarks and standards in evaluating projects and planning documents to acceptable impact levels. Additionally, in June of 2009 the Town Council adopted Resolution No. 09-34 which further emphasized the shift away from PAOT and recommended that the General Plan policy setting the peak population of 52,000 be amended to reflect that shift from PAOT to PIEC. The current buildout calculation reflects this shift away from counting people. The buildout presented here is based on residential and lodging units and commercial square footage, which is a common practice in California to calculate General Plan buildout.

Although many different approaches can be used to make buildout projections, any forecast must acknowledge that because of changing demographics, market and economic conditions, numbers will be constantly changing. As a part of the update process in 2016, Town staff worked to make the buildout calculation as clear as possible using objective assumptions, with the goal that the buildout will be easily replicated in the future. Information from the Department of Finance, the Town's Development Impact Fee Population Analysis (July 2015), and the Town's GIS system, has been used to prepare the buildout projection. See Table 2 for the buildout projection.

Attachment 3

Existing General Plan Buildout Table

General Plan Buildout Table - Existing (August 9, 2017)

Land Use Designation/Proposed Maximum DU/AC and FAR	Total Land Area (acres) ¹	Vacant Land Area (acres) ²	Existing Commercial and Industrial (sq ft) ³		Assumed Density and Intensity for Future Development ⁴	New Commercial and Industrial (sq ft) ⁵		Total Units at Buildout ⁶	Total Population at Buildout ⁷	Total Commercial and Industrial (sq ft) at Buildout ⁸
			Existing Units ²	(sq ft) ³		New Future Units ^{2, 3}	(sq ft) ³			
			Existing		Assumptions		Buildout Projections			
RESIDENTIAL										
Low-Density Residential 1 (LDR-1) - 2 DU/AC	208	61	287		2 DU/AC	122	N/A	409	1,419	N/A
Low-Density Residential 2 (LDR-2) - 4 DU/AC	384	69	1,569		4 DU/AC	276	N/A	1,845	6,402	N/A
High-Density Residential 1 (HDR-1) - 6-12 DU/AC	112	36	892		12 DU/AC	604	N/A	1,296	4,497	N/A
High-Density Residential 2 (HDR-2) - 6-12 DU/AC, 36 rooms/AC	263	12	3,856		12 DU/AC	144	N/A	4,030	13,984	N/A
Resort (R) - 6-8 DU/AC, 12-16 rooms/AC ¹²	554	292	1,719	65,175	N/A	1,943	305,675	3,662	12,707	370,850
COMMERCIAL, INDUSTRIAL AND INSTITUTIONAL PUBLIC										
Commercial 1 (C-1) - 0.75 - 2.0 FAR ¹³	32	2	226	24,984	2.0 FAR	180	1,857	406	1,409	26,841
Commercial 2 (C-2) - 0.75 - 2.0 FAR ¹⁴	90	8	558	1,021,994	2.0 FAR	559	339,520	1,218	4,226	1,361,514
Industrial (I) ¹¹	68	68	2	296,941	N/A	-	196,606	2	2	493,547
Institutional Public (IP) ¹¹	718	30	36		4 DU/AC	193	N/A	229	795	N/A
SPECIFIC PLAN										
Elkwater Specific Plan (CSP) - 30 rooms/AC ⁷	8	N/A	74	11,948	30 rooms/AC	170	41,500	244	845	41,500
North Village Specific Plan (NVSP) ¹¹	57	29	599	131,033	1,060	1,060	3,967	1,659	5,755	135,000
OTHER										
Airports (A)	193	N/A	N/A	7,250	N/A	N/A	40,000	N/A	N/A	40,000
Open Space (OS)	317	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
National Forest (NF)	12,837	N/A	259	350,234	N/A	N/A	N/A	259	899	N/A
TOTAL	15,337	807	9,908	1,909,558	N/A	6,130	389,125	15,258	52,940	2,469,252

Footnotes:

- Acres are given as adjusted gross acreages rounded to the nearest acre, which do not include right-of-ways.
- Consistent with Zoning Code Section 17.32.110 C.7 a hotel room is considered one-half of a unit.
- Includes all non-residential uses including post office, office uses, day care, retail, industrial, etc.
- Residential density is expressed as dwelling units per acre and commercial intensity is expressed as floor area ratio (FAR), which is the amount of building square feet in relation to the size of the lot.
- Includes 172 units within the HDR-1 land use designation achieved through a Town or State density bonus.
- The total population number includes all residents/visitors in town with 100 percent occupancy. The vacancy rate fluctuates in town between a year-round vacancy rate of 72% to a seasonal vacancy rate of 10% (Tishler Bise DIF Report 2015). Assuming the seasonal vacancy rate the maximum population in town at buildout would be 48,582.
- The total number of units and square footage of retail and nonretail uses for Specific Plans were taken directly from the approved land use plans associated with each Specific Plan document.
- Estimates of population by residential designation are based on an average of 3.47 people per unit, which is consistent with the 2007 General Plan.
- The Industrial Zone includes two caretakers units that are limited to only one person per unit as the caretaker of the property.
- Assumptions for buildout of the Industrial Land Use Designation are consistent with the 2007 General Plan.
- The General Plan permits housing accessory to the college within the IP land use designation at a density of 4 units per acre. The Kern Community College District/Mammoth Lakes Foundation owns a total of 229 acres of land and has constructed 36 units of student housing.
- Density is based on approved Master Plans.
- Commercial density in the North Village Specific Plan is limited to 135,000 square feet. The NVSP also includes an allowance for up to 3,317 rooms of density which can be converted to commercial square footage at a rate of 1 room per 450 square feet of commercial area. It is likely that the commercial square footage in the Village will exceed 135,000 but the increase in commercial square footage would result in a decrease in rooms.
- Vacant land within the C1 and C2 land use designations includes frontage road area of 2.6 acres total (0.9 acres within the C1 and 1.7 acres within the C2).

August 8, 2017

Planning and Economic Development Commissioners
Re: Public Hearing

I am unable to attend tomorrow's Public Hearing but would like to comment on the topic of amending the Institutional Public (IP) land use designation in the Land Use Element to allow supportive housing for institutional uses and to allow performing arts and cultural facilities and physical wellness and rehabilitation facilities.

As this proposal was initiated by the Mammoth Lakes Foundation (MLF), I assume that the matter was raised to expand land use opportunities for their property which I fully support. However, I have a concern when the other IP properties in Town are subject to the expanded use as described. Rather than applying expanded designation to all IP properties, it would be more prudent to stipulate only the specific parcel.

I am particularly concerned about the proposed designation being applied to the Town's park land. Currently the Town is "park poor" based upon the Park and Recreation Master Plan which was prepared in 2008 and adopted by Town Council in 2012. In 2006, in order to meet Level of Service (LOS) standards, the Town was deficient by 10.48 acres of recreational acreage. By 2025, the deficient park land increases to 27.67 acres, based upon the anticipated population. Expanding the designation to include housing and other uses would be counterproductive to fulfilling goals of the adopted Park and Recreation Master Plan.

The Park and Recreation Master Plan emphasizes the importance of municipal recreational facilities. The 5-acre Community Center Park was given to Mono County in the late 1960's by the developer of the Mammoth Knolls subdivision, and subsequently the library, community center, tennis courts and playground were developed as the only park in the northwest portion of the community. It was acquired by the Town with incorporation in 1984. The 5-acre Trails End Park was given to the Town in the mid-80's by the developer of the Trails subdivision, but not developed until the early 2000's (skate park), and the playground was recently completed in the last few years. Neighbors of these parks only received short notice of the MLF proposal to expand the IP definition, which seems inappropriate in light of the history and size of these parks.

Since our community is surrounded by forests, trails and open space, one might think that we have a sufficient park space. However, there is a difference between park land with recreational amenities and forested, open space. Recreational amenities appeal to all ages - children, teens and adults - to residents and visitors alike. There needs to be space for sporting activities, picnicking, playgrounds and indoor recreational activities in our parks. If the Town's limited developed park space is used or carved off for any other purpose, our residents and visitors will suffer. Having worked in the recreation profession for more than 32 years, I know that once park space is lost it will never be replaced given limited municipal funding.

I encourage the Planning and Economic Development Commissioners to give careful consideration to the proposed amendment as it applies to all IP properties and request that the expanded designations be geared specifically to the parcel owned by the Mammoth Lakes Foundation.

Thank you for your consideration.

Respectfully,
Pat Agnitch
Former Parks & Recreation Commissioner; retired Recreation Professional

August 8, 2017

Chair Callanan and Commissioners, Planning and Economic Development Commission:

Re: Proposed General Plan Amendment 17-001 (Mammoth Lakes Foundation)

As I am unable to attend your meeting, please accept my written comments on the Mammoth Lakes Foundation (MLF) proposal to expand the General Plan IP zoning classification to include additional opportunities for use of its student housing. As you well know, I am a firm supporter of employee housing in our community, but I have several concerns about the overly-broad scope of this proposal to amend the General Plan, which affects several different special districts, Mono County, the State Court property, neighbors of two Town parks, and the general public. As a General Plan amendment, it would seem appropriate that the proposal would come from all of the special districts involved, including the Mammoth School District (MUSD), Mono County Office of Education (MCOE), Mammoth Hospital (SMHS), State of CA Courts, Mono County, the Mammoth Lakes Fire District (MLFD), and include the public who value their parks. Over the years there have been many interagency discussions of the need for employee housing, but it does not appear that there is any documented support of the proposal from these entities. Mere notification of neighboring property owners and a history of discussions does not indicate that the various elected Boards have had the opportunity to address and support or oppose this proposal.

I have spoken to the MLF proponents, and they assured me that their intent pertained only to the MLF property. It seems appropriate, therefore, to limit the current discussion to acres in MLF ownership, or to defer this agenda item until the various districts, County, State, and general public offer comments in writing, particularly as it pertains to the civic center site (McFlex parcel) and to the two parks.

The Trails End and Community Center parks better fit the Open Space (OS) land category (e.g. Mammoth Creek Park and the Bell-shaped parcel), are elements of our approved 2012 Parks and Recreation Master Plan (P&RMP), and meet the objectives of our 2007 General Plan. In light of the fact that an update of the North Village Specific Plan is included in the Town staff's program of work, it seems appropriate to defer discussion of the Community Center Park until that update, and/or defer discussion of both parks until they can be agendized for zoning as OS.

Thanks for listening to my concerns; my hope is that the proposal can be addressed only as it pertains only to the MLF property, or, the greater IP discussion deferred until the proposal is modified to include proponents from the other special districts, Mono County, the State of CA Court System, and input from residents and public who love their parks. Please accept my comments in my absence, and feel free to contact me if you have questions.

Sincerely,

Sandy Hogan, 20 + year resident
Long-time supporter of parks and recreation and employee housing

Cc's: Rich Boccia/MLF, MUSD, MCOE, SMHS, MLFD, Mono County, State of CA Courts

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 9, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Film Festival Legal Challenge

Recommended Motion:

It is recommended that the MLF Board of Directors allocate funds to support the legal challenge by Mammoth Lakes Foundation against the Mammoth Film Festival not to exceed \$20,000.

Background Information:

Producers of the Mammoth Film Festival approached members of the community requesting their support of another film festival that would be scheduled during the month of February, 2018 this past spring.

Their initial conversation with Mammoth Lakes Foundation Artistic Director and the producer of the Mammoth Lakes Film Festival supported the event but requested that they change the name of the event. That request was denied and the producers of the Mammoth Film Festival have continued to plan for their inaugural event this winter.

The Executive Committee provided direction to staff to engage legal counsel on two fronts with a cap of \$2000 as follows:

1. Engaging in contract services with an Intellectual Property lawyer, Michael Chien. Attached please find the opposition to the trademark of the Mammoth Film Festival
2. Engaging in contract serves with legal counsel, Michael Bornfeld, to conduct a phone conference with the representatives of the Mammoth Film Festival to convince the producer to change the name because there is evidence of a violation of the California Business and Professions Code. Michael failed to convince them to change their name.
3. The Executive Committee convened on August 2, 2017 with attorney Michael Bornfeld to review the case law, to determine the potential strength of the Foundation case, and to make a decision about the next steps in this process. Staff was directed to conduct their due diligence with the five posted Mammoth partners on the Mammoth Film Festival website. There was a common theme that we support economic development but not at the expense of violating the law. Each of the five posted Mammoth partners agreed to make contact with the representative of the Mammoth Film Festival and to share the concerns expressed by the Mammoth Lakes Foundation Executive Committee, the concern about potential litigation and to urge a change in name. This due diligence was completed by staff on August 9, 2017 and provided as evidence to the Executive Committee and attorney Michael Bornfeld. The next step in the process is to contact the representative of the Mammoth Film Festival to express our escalating concerns and to agree upon a settlement that supports the law.

It is recommended that the MLF Board of Directors allocate funds to support the legal challenge by Mammoth Lakes Foundation against the Mammoth Film Festival not to exceed \$20,000.

Funds Available: Yes

Account Number: 70264

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AN APPEAL BOARD

In the matter of trademark application Serial No.: 87/376,213

Mammoth Lake Film Festival)	
Opposer,)	
vs.)	Opposition No.: _____
TB Silver Sail Entertainment, LLC)	Serial No.: 87/376,213
Applicant.)	Mark: MAMMOTH FILM FESTIVAL
_____)	

NOTICE OF OPPOSITION

Mammoth Lake Film Festival (“Opposer”), a non-profit corporation organized under the laws of the State of California having a place of business at 100 College Parkway, Mammoth Lakes, California, will be damaged by registration of U.S. Trademark Application Serial No.: 87/376,213 filed on March 17, 2017 for the alleged Mark “MAMMOTH FILM FESTIVAL” (referred to herein sometimes as the “Applicant’s Mark”) for “Posters” in International Class 016; “Clothing, namely, coats, jackets, shirts, sweatshirts, scarves, sweatpants, ski pants, t-shirts, dress shirts, hats, caps” in International Class 025; “Education and entertainment services, namely, conducting entertainment exhibitions in the nature of film festivals; Entertainment services, namely, production of film festivals; Entertainment services, namely, arranging and conducting competitions for a film festival; Organizing exhibitions for an international film festival; Entertainment services, namely, planning and conducting a series of film festivals; Organizing film festivals for cultural or entertainment purposes” in International Class 041 by TB Silver Sail Entertainment, LLC (“Applicant”) and hereby opposes registration of the same pursuant to §13 of the Lanham Act (15 U.S.C. §1063).

As grounds in support of its Notice of Opposition, Opposer asserts as follows:

1. Upon information and belief, TB Silver Sail Entertainment, LLC is the owner of U.S. Trademark Application Serial No. 87/376,213 (“the 213 application”), filed on March 17, 2017, for the alleged Mark “MAMMOTH FILM FESTIVAL” (referred to herein sometimes as the “Applicant’s Mark”) for “Posters” in International Class 016; “Clothing, namely, coats, jackets, shirts, sweatshirts, scarves, sweatpants, ski pants, t-shirts, dress shirts, hats, caps” in

International Class 025; “Education and entertainment services, namely, conducting entertainment exhibitions in the nature of film festivals; Entertainment services, namely, production of film festivals; Entertainment services, namely, arranging and conducting competitions for a film festival; Organizing exhibitions for an international film festival; Entertainment services, namely, planning and conducting a series of film festivals; Organizing film festivals for cultural or entertainment purposes” in International Class 041.

2. Upon information and belief, the ‘213 application was filed on the basis of Section 1(b), intent to use.

3. The ‘213 application was published for opposition on July 25, 2017 in the *Official Gazette* of the United State Patent and Trademark Office.

4. Since long prior to the filing date of the '213 application, Opposer and/or its predecessors in interest have used, advertised, and promoted the mark MAMMOTH LAKES FILM FESTIVAL as a trademark, service mark, and/or have analogous usage in a trademark or service mark sense or alternatively in a trade name sense, or use analogous to trademark, service mark or trade name usage, in commerce and/or in interstate commerce, in connection with various products related to the field of posters, clothing, education and entertainment services, and in connection with other products and/or services.

5. Opposer owns extensive common law rights to its “MAMMOTH LAKES FILM FESTIVAL” mark. Opposer also filed a U.S. Trademark Application (Serial No.: 87/449,897) for “MAMMOTH LAKES FILM FESTIVAL” on May 15, 2017.

6. Opposer has priority of use in all respect for its “MAMMOTH LAKES FILM FESTIVAL” mark set forth in the ‘213 application as used in conjunction with various products and services, including, but not limited to, posters, clothing, education and entertainment services, and other products and services.

7. Opposer's MAMMOTH LAKES FILM FESTIVAL mark is inherently distinctive and has acquired distinctiveness through the long, continuous, and exclusive use of the MAMMOTH LAKES FILM FESTIVAL mark so that consumers associate the MAMMOTH LAKES FILM FESTIVAL mark with a single source.

8. Opposer has made substantial investment in advertising, marketing, and promoting Opposer's goods and services under Opposer's MAMMOTH LAKES FILM FESTIVAL mark. Opposer and its predecessors have extensively used, advertised, promoted, and offered Opposer's goods and services bearing Opposer's MAMMOTH LAKES FILM

FESTIVAL mark to the public through various channels of trade in commerce. Accordingly, Opposer's customers and the public in general have come to know and recognize Opposer's MAMMOTH LAKES FILM FESTIVAL mark and to associate the same with Opposer and/or the goods and services offered by Opposer.

9. Opposer has sold and offered for sale goods, including posters and clothing, bearing the MAMMOTH LAKES FILM FESTIVAL mark in a trading area of broad geographical scope encompassing the United States, including its territories.

10. The MAMMOTH LAKES FILM FESTIVAL mark is symbolic of the extensive goodwill and consumer recognition that Opposer has established through substantial expenditures of time, effort and other resources in the advertising and promotion of the goods and services under the MAMMOTH LAKES FILM FESTIVAL mark.

11. As a result of Opposer's regular, extensive, and well-publicized use, as well as the above-mentioned advertising, marketing, promotion, and sales, Opposer's MAMMOTH LAKES FILM FESTIVAL mark has become famous and are associated exclusively with Opposer and its goods and services. Indeed, Opposer's mark has become famous within the meaning of 15 U.S.C. § 1125(c) prior to the March 17, 2017 filing date of the '213 application.

12. Applicants' mark is confusingly similar in sound, appearance, connotation, and overall commercial impression to Opposer's MAMMOTH LAKES FILM FESTIVAL mark.

13. The goods identified under International Class 016 in the '213 application are identical to or closely related to the goods with which Opposer uses its MAMMOTH LAKES FILM FESTIVAL mark.

14. The goods identified under International Class 025 in the '213 application are identical to or closely related to the goods with which Opposer uses its MAMMOTH LAKES FILM FESTIVAL mark. For instance, "Clothing, namely, coats, jackets, shirts, sweatshirts, scarves, sweatpants, ski pants, t-shirts, dress shirts, hats, caps" as identified in the '213 application are identical or closely related to "Outerwear, namely, hats, caps; T-shirts for men, women, children" offered by Opposer in conjunction with the MAMMOTH LAKES FILM FESTIVAL mark.

15. The services identified under International Class 041 in the '213 application are identical to or closely related to the goods with which Opposer uses its MAMMOTH LAKES FILM FESTIVAL mark. For instance, "Education and entertainment services, namely, conducting entertainment exhibitions in the nature of film festivals; Entertainment services,

namely, production of film festivals; Entertainment services, namely, arranging and conducting competitions for a film festival; Organizing exhibitions for an international film festival; Entertainment services, namely, planning and conducting a series of film festivals; Organizing film festivals for cultural or entertainment purposes” as identified in the ‘213 application are identical or closely related to “Entertainment services, namely, displaying a series of films; Entertainment services, namely, planning and conducting a series of film festivals; Organizing events in the field of international film festival for cultural or educational purposes; Organizing exhibitions in the field of international film festival for cultural or educational purposes; Organizing international film festivals for cultural or entertainment purposes” offered by Opposer in conjunction with the MAMMOTH LAKES FILM FESTIVAL mark.

16. Applicants' mark so resembles Opposer's MAMMOTH LAKES FILM FESTIVAL mark that registration and use of the mark sought to be registered by Applicants in the '213 application is likely to cause confusion, mistake or to deceive consumers and lead consumers to believe Applicants' goods and services as designated are goods and services of Opposer, or in some way backed by, sponsored by, franchised by, approved by, associated with, or otherwise connected with the good name and reputation of Opposer, to the damage and injury of the public, and to the damage and injury of Opposer and its goodwill in its MAMMOTH LAKES FILM FESTIVAL mark. Registration of the '213 application is thus precluded under Section 2(d) of Lanham Act (15 U.S.C. § 1052(d)).

17. Applicants' mark so resembles Opposer's MAMMOTH LAKES FILM FESTIVAL mark that registration and use of the Applicants' mark sought to be registered in the '213 application will cause dilution of the distinctive qualities of Opposer's MAMMOTH LAKES FILM FESTIVAL mark by blurring Opposer's MAMMOTH LAKES FILM FESTIVAL mark from association with a single source, namely Opposer. Such dilution will likely cause damage and injury to Opposer and its goodwill in its MAMMOTH LAKES FILM FESTIVAL mark. Registration of the '213 application is thus precluded under Section 13 and Section 43(c) of the Lanham Act (15 U.S.C. §§ 1063; 1125(c)).

WHEREFORE, Opposer believes it will be damaged by registration of Applicants' mark and prays that the present Opposition be granted and that registration of the '213 application be denied.

Dated: August 4, 2017

Respectfully submitted,

_____/Che-Yang Chen/
Che-Yang Chen, Esq.
Law Offices of Scott Warmuth
17700 Castleton St., Suite 168
City of Industry, CA 91748
Tel: 626-363-2190
Email: mchen@law888.com

Attorney for Mammoth Lake Film Festival

Certificate of Service

The undersigned hereby certifies that a copy of this paper has been served upon all parties, at their address record by First Class Mail on this date.

Dated: December 5, 2014

By: /s/ Gary F. Wang

Gary F. Wang
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Pasadena, California 91101
Telephone: (626) 585-8001
Facsimile: (626) 585-8002
Attorneys for Applicant
RTE International Inc.

ATTACHMENT I





m **l** **f**
Mammoth Lakes Film Festival
MAY 27-31, 2015



mlf
Mammoth Lakes Film Festival
May 27-31, 2015

For more info 760-934-6592

SEEKING: New movies by inspired and innovative filmmakers

CALL FOR SUBMISSIONS

53 MammothLakesFilmFestival.com

● Cash Awards ● All Accepted Filmmakers Receive Travel and Housing ●



▲ THE FOUR LEAD CHILD ACTORS IN A SCENE SHOT IN THE WEST BANK FOR GAZA

“HOW COULD WE WORK WHEN WE KNEW THAT THOUSANDS OF PEOPLE HAD DIED ON THE GROUND WE WERE USING AS A SET?”

but it took us three months of paperwork and 24 hours of travel to bring the kids from their homes to the hotel in Jenin.

With no rehearsals, we started with four kids from Gaza who had never been in a movie before, had no acting experience, and, most of all, had never been outside of Gaza. When they saw the mountains in Jenin, they couldn't believe their eyes. It was the first time in their lives that they had seen mountains. When we started shooting unchronologically, they had no idea what we were doing. They constantly came up to me to say, “This doesn't make sense. This scene we're shooting now is in the middle of the movie, so why are we starting with it?” The girl Hiba Atallah was the only one who picked up on the logic of the shoot very quickly and became a very professional actress with a deep understanding of close-ups and wide shots. Nobody could believe how quickly all the kids learned the process and how good they became without having any rehearsals or lessons in acting. My explanation was that these kids had two wars behind them, where they went from being afraid to becoming fearless. When you lose your fears, you live a full life.

As for me, this film was the first time in my life that I found real pleasure in shooting. Usually, obstacles make me nervous because they make me need to compromise. Yet I learned from the kids how to turn the obstacles into advantages. I was calm, and I treated them as a part of storytelling. For example, an actor didn't show up, so I performed his role. A location was destroyed in the middle of the shoot, so we used the destruction as a part of the storytelling. It was a “joy in falling.”

After the shoot in the West Bank, we wanted to shoot in Egypt. First, I went with my cameraman

Ehab Assal to scout locations. The Egyptian authorities refused to allow Ehab into Egypt under the accusation that he was a Muslim extremist. When I told them that he was a “Christian by accident,” they told me, “It doesn't matter. He's still a Muslim extremist to us,” and they deported him back to Jordan.

We had to move to Jordan to double Amman for Cairo. With a local crew from Egypt, we shot the wide shot exteriors in Cairo, but all the interiors were shot in Jordan. Somehow, miraculously, the shoot in Beirut went well, with no problems. Now, we were left with the final stage: shooting in Gaza.

We weren't allowed to take a lot with us, so we had to rebuild and restock all of our props—cars, bicycles, clothes, everything—when we got on the other side. With a small crew and as little equipment as possible, we reached the Erez checkpoint that separates Gaza from Israel on a Sunday morning. The building for paper control there was so huge it made you feel like a mouse, trapped in the hands of employees who sat in a large box above your little cage. Everything was designed to make you feel inferior, especially the part where you squeezed yourself into Gaza through a tiny door in a huge wall. That feeling, however, was nothing compared to entering Gaza and seeing the destruction from the war.

When we first arrived, everybody in the cast and crew who were from the outside were so ashamed that we couldn't look each other in the eyes, hiding our tears from each other. For the first few hours we were paralyzed and couldn't work.

We thought that, because of what the people of Gaza had gone through, they must have lost their humanity. In contrast, the people in Gaza were so human that they were the ones who comforted us. They said, “We are fine. Don't worry about us,” and asked us how *we* were doing. They shared what little food and water they had with us and encouraged us to continue working.

How could we work when we knew that thousands of people had died on the ground we were using as a set? The experience was surreal. I felt like I wasn't there—that I was on a different planet. What makes it more surreal is that we were breathing debris and chemicals from bombs that had settled into the air, 24/7. The constant headaches that we suffered in Gaza stayed with us for a week after we left.

Maybe it sounds strange but I wouldn't exchange my experiences from this movie for anything. Making *The Idol*, I learned how to create beauty from ugliness, and how to keep my humanity under extreme circumstances. **MM**

The Idol opens in theaters May 6, 2016, courtesy of Adopt Films.

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**Mammoth Lakes Foundation
Board of Directors
Agenda Information Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 15, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Arts & Culture Center Performing Arts Theater Update

Information Item:

This is an information item that provides an update to the Joint Development and Use of Facilities Agreement between the Mammoth Lakes Foundation and the Kern Community College District.

Background Information:

This agenda bill contains two DRAFT working agreements concerning use of Measure C funds for the Performing Arts Theatre (PAT). The MLF CEO is recommending that the Kern Community College District have Schools Legal Services update the agreements with the new information and then circulate the updated agreements through both our systems. The last update to the agreement was August 2015.

There are a number of areas that need to be addressed as this project moves forward.

- The Town of Mammoth Lakes is committing \$2.5 million to the project. Should they be listed as a party to the agreement in the opening paragraph?
- The project will now be permitted through the Town and not DSA.
- Locally, our group would like to call this the Performing Arts Theatre (PAT), not the Events Center as shown in the current draft. Is that OK with CCCC/KCCD.
- The major donor still has naming rights and will commit additional TBD funding.
- The MLF CEO suggests that MLF ED and the CCCC Director work on details of Exhibit C as they are the ones who will make the agreement work in the future. It is recommended that as much detail as possible about things like snow removal and acceptable maintenance be spelled out.
- We are planning 6-months to complete CEQA update and 6-months for working drawings. The best scenario I can see for opening is the end of 2019 and probably Spring 2020. TBD
- This will be a Design-Bid-Build project and we will follow all guidelines for a public project bidding.
- The Architect will be Woodward Architects plus other consultants/contractors. TBD. We will qualify Woodward based on the RFQ process we completed with community/college input.
- Does this project go to the KCCD board for approval? If so, how do we move this to the next step and what is needed?

Funds Available: Yes

Account Number: 40390

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

DRAFT

**JOINT DEVELOPMENT AND USE OF FACILITIES AGREEMENT
MAMMOTH LAKES EVENT CENTER FACILITY**

This Joint Development and Use of Facilities Agreement ("Agreement") is entered into between the **Mammoth Lakes Foundation**, a California Non-Profit Public Benefit Corporation, located at 100 College Parkway, PO Box 1815, Mammoth Lakes, CA 93546 (referred to herein as the "Foundation"), and the **Kern Community College District**, a political subdivision of the State of California, with its principal place of business located at 2100 Chester Avenue, Bakersfield, CA 93301 (referred to herein as the "District"), on behalf of its **Cerro Coso Community College** located at 3000 College Heights Boulevard, Ridgecrest, CA 93555-9571 (referred to herein as the "CCCC") which includes the **Eastern Sierra College Center campus** located at 101 College Parkway, Mammoth Lakes, CA 93546 (referred to herein as the "Mammoth Campus").

RECITALS

This Agreement is based on the following facts and understandings of the parties:

- A. WHEREAS, the Foundation supports higher education and cultural enrichment in the greater Eastern Sierra community, including collaborative efforts with the District, CCCC, and the Mammoth Campus; and

- B. WHEREAS, the Foundation owns a 7.94 acre parcel of land in Mammoth Lakes assigned Assessor's Parcel Number 035-010-049 ("Foundation Property"); and

- C. WHEREAS, the District and Foundation desire to collaborate to jointly develop, fund, construct and utilize an events center facility located on the Foundation Property (referred to hereinafter as the "Joint Use Facility") as part of an existing master plan known as the South Gateway Master Plan comprised of 86 acres of land owned in part by the Foundation and the District ("Master Plan") approved by _____ on _____ 2005, and supported financially from Measure "C" and "U", provided adequate funding can be obtained by the Foundation from private donations. A copy of the Master Plan is attached hereto and incorporated herein by reference as **Exhibit A**, and

Add-after private donations and Town of Mammoth Lakes

- D. WHEREAS, The purpose of this Agreement is to specify the parties' rights and obligations with respect to the funding, construction, and use of the Joint Use Facility.

TERMS

Based on the foregoing recitals and in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the parties mutually agree as follows:

1. **Term:** This Agreement shall be in effect for a period of 99 years from the date of its execution by the parties, subject to earlier termination as provided in this Agreement.

2. **Construction of the Joint Use Facility:**

A. The Joint Use Facility shall be designed by a licensed architect retained by the Foundation and acceptable to the District, The Architect selected shall design the Joint Use Facility according to standards applicable to public school construction and will consist of approximately 14,000 square feet of building space with approximately 300 theater seats. The cost of design services shall be paid for by the Foundation out of construction funds established for the Joint Use Facility project.

Change-The facility will meet Town standards and be approved and permitted by the Town. The facility will be approximately 18,000 square feet.

B. Construction of the Joint Use Facility shall be in compliance with all applicable State and local regulations under contract with one or more experienced contractors using contract documents applicable to public school construction and shall be inspected by an approved Inspector of Record as required under State law. It is the intent of the parties that the Joint Use Facility be constructed in time to be operational **no later than 2017**. A precise time schedule will be established after the project has been reviewed and approved by Division of State Architect ("DSA"). **Fall 2017 may not be realistic pending working drawings and DSA. That would be the goal, I think completion would be more like Spring 2018.-TBD**

Change-Approved by Town inspector. Best time estimated for opening would be end of 2019. No DSA approval or inspection.

C. The Joint Use Facility will be designed to be constructed on the Foundation Property as shown in the Master Plan attached hereto and incorporated herein as **Exhibit "B"**. The Foundation represents and warrants that it owns all right, title and interest in and to the Foundation Property and that there are no liens or pending or anticipated litigation involving the Foundation Property. **Is the Exhibit "A" or "B"?**

- C. The District has obtained CEQA approval for the Joint Use Facility through its prior approval of the Master Plan. The Foundation shall act as the lead entity for obtaining any and all other approvals required for the construction of the project including, but not limited to, DTSC and DSA.

Change-No DSA, MLF/Town will update CEQA application as required. This may also require an amendment to the EIR. This work is in progress.

- E. District shall have the right to review and approve all construction payment requests before disbursement of construction funds to the contractor(s); provided, however, that if District does not object to a construction payment request within ten days after receipt of a payment request signed by the contractor and project architect, Foundation may proceed to disburse the payment to the Contractor. Funds contributed by District shall only be used for construction of the Joint Use Facility and fixtures permanently attached to the buildings and facilities. None of the funds contributed by District shall be used for the design or purchase of furniture and equipment which are not permanent fixtures of the Joint Use Facility.

3. **Title/Governance Agreement (Exhibit C):**

- A. Title to the Joint Use Facility shall be and remain in Foundation ownership during the term of this Agreement, subject to the rights of District to use the Joint Use Facility as provided in the Governance Agreement, to be negotiated between Foundation and District, a fully executed copy of which is to be attached hereto and incorporated herein as Exhibit "C".

- B. Foundation agrees to record the Governance Agreement or an abstract of the Governance Agreement with the Mono County Recorder within 30 days after execution thereof. Neither Party shall convey or assign its interest in the Joint Use Facility during the term of this Agreement without the written consent of the other Party, unless to a successor in interest of the Party or Parties. Any such assignment shall be subject to the terms of this Agreement.

4. **Method of Sharing Capital Costs, Escrow:**

- A. Foundation estimates the cost to construct the Joint Use Facility will be \$15-million + or -. Foundation has agreed to contribute \$5,000,000, upon receipt from donors and Town of Mammoth Lakes, towards construction of the Joint Use Facility. The Foundation's contribution shall be contingent upon Foundation's receipt of such funds from its private donors. If such funds are not allocated to and received by the Foundation prior to _____, the District shall have no obligation to contribute the funds specified in paragraph 4.B. below, and shall have the right to terminate this Agreement on written notice to the

Foundation. Foundation agrees to notify District in writing immediately upon receipt of the donated funds, prior to incurring any expenses associated with the Joint Use Facility.

Change-Estimated cost, funding sources, time line.

B. In consideration of the right to priority use of the Joint Use Facility when constructed as provided for in this Agreement, District agrees to contribute \$7,500,000 from Measure "C" funds for construction of the Joint Use Facility. The District's contribution shall be contingent upon Foundation's receipt of \$7,500,000 from its private donors and Town of Mammoth Lakes., or otherwise, sufficient to complete the construction and equipping of the Joint Use Facility. Once bids have been received, Foundation agrees that any additional funding required for completion or equipping of the Joint Use Facility beyond the District's contribution shall be obtained by and payable by Foundation with no further contribution required by the District.

C. Each Party agrees to deposit its respective contributions into a designated construction escrow account located at _____ Bank, _____ Branch, Account No. _____. All withdrawals from said escrow account shall require joint signatures on behalf of District and Foundation.

Changes above-Do we really want to list bank account number in public document?

5. Operating Costs/Maintenance/Repairs/Security/Parking:

All costs and expenses relating to operation of the Joint Use Facility, including all water, electricity, gas, sewage, plumbing, heating, all building repairs, garbage, internet connections, snow removal, security, janitorial, security, emergency measures, property taxes, transit costs, city and town fees, taxes and/or assessments levied, building and parking lot repair and maintenance and grounds costs, including snow removal and parking lot maintenance referenced above, shall be obligations of Foundation. The Joint Use Facility shall be maintained by Foundation in a manner acceptable to District and CCCC and in compliance with applicable public health laws and regulations. Foundation shall maintain records regarding operation and maintenance of the Joint Use Facility which shall be open for inspection by District upon request. Foundation's maintenance shall include a thorough weekly cleaning of the Joint Use Facility. Foundation shall promptly and fully repair any damage to the Joint Use Facility not caused by the District. If Foundation fails to maintain the Joint Use Facility in good, safe, sanitary condition despite written notice from District, District shall have the right to provide any necessary cleaning or maintenance and charge Foundation for its costs. In constructing and operating the Joint Use Facility, the parties shall take appropriate measures to ensure the safety of use. District will provide general security for the Joint Use Facility during its normal hours of use. Foundation will provide general security for the Joint Use Facility during normal hours of operation, when not in use by the District. Foundation will ensure that third parties using the Joint Use Facility outside

of the normal hours of operation will provide security at the third parties' sole cost and expense. *Can we define Security? Does this mean we will have a staff person on site during use or a person with a badge and gun?*

Change-Parking lot and snow removal listed twice? Define acceptable maintenance and snow removal in Exhibit C.

6. **Operation and Use of the Joint Use Facility:**

Foundation shall be responsible for day-to-day operations of the Joint Use Facility and scheduling of its use. District shall have priority use of the Joint Use Facility during normal school hours. The CCCC parking lot will be used for parking at events and activities taking place in the Joint Use Facility, subject to the needs of CCCC. Foundation agrees to obtain a signed form Facility Use Agreement with standard terms and conditions, including rates for use, requiring certificate of insurance and indemnification, and termination provisions, from any third party user. Foundation agrees that the Joint Use Facility will be managed by a staff with quarterly oversight meetings of the Foundation's Board of Directors and College representatives as set forth and in compliance with the Governance Agreement.

Comments-Define normal school hours. If MLF is financially responsible they should have the ability to set rates for use by third parties?

7. **Insurance/Indemnification:**

A. Each party agrees to defend, hold harmless and indemnify the other party (and its officers, employees, trustees, agents, successors and assigns) against all claims, suits, expenses (including reasonable attorney's fees), losses, penalties, fines, costs and liability whether in contract, tort or strict liability (including but not limited to personal injury, death at any time and property damage) arising out of or made necessary by the indemnifying party's performance of this Agreement or breach of its terms.

B. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material

change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, the party giving notice shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

c. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

d. For any contractor retained by Foundation to alter or modify the Joint Use Facility, the contractor shall furnish District a separate certificate and endorsement of each such contractor showing commercial general liability insurance and workers' compensation insurance with minimum coverage at the same levels as required in this Agreement, listing each of the parties as additional insureds.

e. Not more frequently than every three years, a party may notify another party that in its opinion the amount of commercial liability and property damage insurance coverage of the other party is not adequate, and the other party shall consider increasing its insurance coverage.

8. **Damage to Joint Use Facility:**

a. In the event of damage to the Joint Use Facility from fire or other insurable loss, Foundation shall apply all available insurance proceeds from such damage to effect complete repair or restoration of the Joint Use Facility. If existing laws do not permit repair or restoration, either party may terminate this Agreement immediately by giving notice to the other party.

b. If the cost of restoration exceeds the amount of proceeds received from the insurance required under this Agreement, a party may give notice of intent to terminate the Agreement by giving written notice to the other party within 30 days after determining that the restoration cost will exceed the insurance proceeds. If a party gives notice of its intention to terminate the Agreement, the other party can elect to pay to Foundation the difference between the amount of insurance proceeds and the cost of restoration by notifying the party in writing within 30 days of receipt of notice of intention to terminate, in which case the Agreement shall not terminate. Upon receipt of those funds, Foundation shall restore the damaged facilities.

12. **Waiver of Civil Code Sections:** To the extent they apply to this Agreement, the parties each waive the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to destruction of the facilities.

13. **Alterations and Additions to Joint Use Facility:** District and Foundation each agree not to make any alterations, additions, or improvements to the Joint Use Facility during the term of this Agreement that materially impact District's use or shared use of the Joint Use Facility without the advance written consent of District, unless required by law.

Comment-written consent of all parties?

14. **Emergency Repairs:** Upon the event of an emergency causing or threatening to cause damage to the Joint Use Facility, Foundation shall take all commercially reasonable and necessary steps to preserve the Property or prevent further damage from occurring. Foundation shall notify the District of its actions or intended actions as soon as practicable, but no later than 24 hours after the occurrence of an emergency event.

Comment-Notification by phone, email, fax ?

15. **Signage and Naming Rights:** Foundation agrees to post signs on the construction site clearly visible to the public containing language acceptable to District concerning its contribution to the Joint Use Facility, to be located at a site acceptable to District and Foundation. The parties agree that the name of the Joint Use Facility shall be designated by the major donor, but shall contain the words "Community College" in the primary or secondary name. If the words "Community College" appear only in a secondary name for the Joint Use Facility, then each party shall ensure that the secondary name appears on all signs and other public designations for the Joint Use Facility. No sign, building identification, or promotional materials shall be issued or posted by any party designating the building under any name other than that agreed to by Foundation and District, except that the Joint Use Facility construction project may be referred to as the "Joint Use Event Center Construction Project."

16. **Termination:** Except as expressly provided in this Agreement, a party may terminate this Agreement prior to its expiration only by the mutual written consent of both parties; upon the failure of any party to provide funding as required by this Agreement; and upon the failure by Foundation to proceed in a diligent manner with construction after receipt of all funds as provided for in paragraph ___ of this Agreement. Upon such failure, and at the request of District, Foundation shall return any unspent or uncommitted funds to District up to the total amount of the District's contribution.

17. **Specific Performance:** Each party's obligations under this Agreement are unique. The parties each acknowledge that if any party should default in performance of the duties and obligations imposed by this Agreement, it would be extremely impracticable to measure the resulting damage. This includes but is not limited to the duty to provide insurance under Paragraph 7, the breach of which could result in the unavailability of educational opportunities for members of the public or students of the District. Accordingly, the non-defaulting parties, in addition to any other available rights

or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate.

18. **Dispute Resolution:**

A. The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Agreement. Any party may initiate negotiations by providing written notice in letter form to the other parties, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within 10 working days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, representatives of each party with full settlement authority will meet at a mutually agreeable time and place, within 20 working days of the date of the initial notice, in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the parties agree to submit the matter for mediation.

B. Except as provided in this Agreement, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Any party may commence mediation by providing the other parties with a written request for mediation setting forth the subject of the dispute and the relief requested. The parties will attempt to agree on a mediator, and if they are unable to do so each party shall appoint one representative and those representatives shall appoint the mediator. The parties will share equally in the costs of the mediation. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

C. Any party may seek equitable relief prior to the mediation to preserve the status quo pending completion of that process. Except for such an action to obtain equitable relief, no party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 60 days after the date of filing the written request for mediation where no mediation session has taken place, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction.

19. **Entire Agreement:** This Agreement, including any attachments referred to in this Agreement, constitutes the final, complete, and exclusive statement of the terms of the Agreement between the parties pertaining to the funding, construction, and operation of the Joint Use Facility. It supersedes all prior and contemporaneous

understandings or agreements of the parties. No party has been induced to enter into this Agreement, by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

20. **Amendment:** This Agreement may only be modified by written agreement duly signed by the parties.

21. **Non-Waiver:** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. **Assignment:** Neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by any party without the prior written consent of the other party; provided, however, that a party may (i) assign this Agreement to any entity that acquires all or substantially all of such party's assets or its business that is the subject hereof, or (ii) upon written notice to the other party, assign this Agreement to any entity that is owned by such party. Any purported assignment without written consent, or not provided for herein, shall be void.

23. **Further Assurances:** Each party covenants to take all such actions and to execute all such documents as may be desirable to implement the provisions of this Agreement fully and effectively.

24. **Parties in Interest:** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party or confer any right of subrogation or action against any party to this Agreement.

25. **Notices:** Any notice under this Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified shall not defeat the effectiveness of notice actually received by the addressee.

26. **Severability:** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

27. **Governing Law:** The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

28. **Authority to Enter into Agreement:** Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it, and that it has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement.

ACCEPTED AND AGREED TO:
Mammoth Lakes Foundation

ACCEPTED AND AGREED TO:
Kern Community College District

By: _____
Evan Russell, CEO
P.O. Box 1815
Mammoth Lakes, CA 93546

By: _____
Thomas J. Burke,
Chief Financial Officer
2100 Chester Avenue
Bakersfield, CA 93301

Comment-Change this information? MLF-Gary Myers, Board Chairman

NEED ATTACHMENTS "A", "B", and "C"

- Attachment A: Letter of Intent from Tambour**
- Attachment B: Parcel Map**
- Attachment C: Governance Agreement (to be negotiated, signed and attached at execution)**

Commented [TB1]: Chris we will need to develop with assistance from Deanna & Jill

ATTACHMENT C

GOVERNANCE AGREEMENT FOR MAMMOTH LAKES EVENT CENTER FACILITY

1. Responsibilities for Operations of Joint Use Facility:

The Foundation shall be in charge of the day-to-day operations of the Joint Use Facility and the scheduling of its use by the parties. The following priorities for use shall be observed.

A. **Priority Use of Joint Use Facility.** The District, including CCCC and the Mammoth Campus, shall have first priority for exclusive use of the Joint Use Facility for its own students, employees, contractors, invitees, and programs. The Foundation shall have second priority for exclusive use of the Joint Use Facility for its own programs. Foundation employees shall have access to the Joint Use Facility for maintenance and operations purposes. For purposes of this Agreement, District, CCCC and Mammoth campus programs include programs sponsored by its student body or by its supporting educational partners. (Those entities must obtain advance permission from the District, CCCC or Mammoth campus for use of the Joint Use Facility and are subject to such conditions as the District, CCCC or Mammoth campus may impose.)

We should identify what the conditions referenced above include.

Discuss lead time for booking space in the facility. Ideally the College would commit to specific use of the facility 12-18 months in advance. The College would also have last minute access to the facility if not previously booked by MLF.

B. **Joint Use Committee.** The parties shall establish an advisory Joint Use Committee consisting of at least two representatives of each party. The Joint Use Committee shall convene from time to time (at least quarterly) to discuss issues relating to the Joint Use Facilities, make recommendations concerning a scheduling policy, review costs, and to advise the parties concerning these matters.

What is the size of the Joint Use Committee?

Scheduling priority should be discussed and established in this document, Exhibit C.

Create a rolling agenda with key topics that are discussed at each quarterly meeting + special agenda items to be discussed. We suggest having a regular, quarterly scheduled meeting with the ability to call a special meeting with _____ day notice.

C. **Use by Third Parties.** Any use of the Joint Use Facility by persons or entities other than the District, CCCC, and Mammoth campus or Foundation (and their respective student bodies, supporting educational partners, and affiliated entities) shall be according to District use policies [?] and subject to any charges called for under that policy.

MLF as the owner and financially responsible party should have the right to set conditions and rates for use of the facility???

2. Responsibility for Staffing Joint Use Facility.

The Foundation shall provide custodial, maintenance, security and other staff to operate the Joint Use Facility and for repair and maintenance of the Joint Use Facility. The Foundation agrees to

keep the Joint Use Facility building open and staffed as needed for use by District, CCCC, Mammoth campus, Foundation and Third Parties as agreed and approved by the Joint Use Committee. District, CCCC and Mammoth campus shall have the option, but not the obligation to provide staffing or open the Joint Use Facility for additional hours with advance approval of the Joint Use Committee, such consent not to be unreasonably withheld.

Does the above create any issues for the operator?

[All other terms/conditions to be consistent with the Joint Development and Use of Facilities Agreement Mammoth Lakes Event Center Facility to which this Agreement is attached.]

**Should joint use of college parking lot and snow removal be covered in this agreement?*

DRAFT

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 16, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Foundation FY17-18 Budget

Recommended Motion:

It is recommended that the Mammoth Lakes Board of Directors review and consider approving the FY17-18 Mammoth Lakes Foundation Budget.

Background Information:

The Mammoth Lakes Foundation Finance Committee is building the FY17-18 Budget based on three assumptions.

1. The McCoy funds will be greatly reduced if not eliminated.
2. The sale of the SGSA Complex will eliminate \$2.3 million in debt, an annual finance fee of \$65,000 and will generate approximately \$1 mil for endowments and organizational support.
3. All programs and events will either be revenue neutral or generate enhanced income for the organization.

Attached please find two documents for your review and inquiry.

1. The Financial Summary that includes the following:
 - a. The 2016-2017 Budget
 - b. The 2016-2017 Actuals
 - c. The 2015-2016 Actuals
 - d. The 2017-2018 Budget
2. A Detailed FY17-18 Budget

Funds Available: Yes

Account Number: A Variety

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

1							
2							
3							
4		Budget	Actual	Actual	Budget		
5		2016-2017	2016-2017	2015-2016	2017-2018		
6	Revenue						
7	Giving programs	\$ 309,000	\$ 243,134	\$ 305,747	\$ 112,000		
8	Diamond Partnerships	110,000	89,680	110,000	125,000		
9	Friends of the Foundation	50,000	49,850	47,775	48,000		
10	MAC Release from restrictions	75,000	123,919	850,000	100,000		
11	Events	280,000	336,575	154,094	302,000		
12	Total Giving	824,000	843,158	1,467,616	687,000		
13	Other income	17,500	11,787	16,580	6,700		
14	Arts programs	273,100	234,878	290,467	226,750		
15	Total revenue	1,114,600	1,089,823	1,774,663	920,450		
16							
17	Fundraising Costs						
18	Giving programs	26,500	10,758	17,662	12,547		
19	Events	153,000	262,218	145,909	227,053		
20	General fundraising	1,000	2,245	1,255	4,627		
21	Foundation public relations	10,200	3,610	16,490	1,316		
22	Total fundraising costs	190,700	278,831	181,316	245,543		
23							
24	Gross margin	923,900	810,992	1,593,347	674,907		
25							
26	Administrative expense						
27	Salaries and related expenses	313,500	221,437	310,948	181,100		
28	Operating expenses	115,820	118,842	110,755	115,954		
29	Professional expenses	48,000	42,191	42,805	62,000		
30	Total administrative expense	477,320	382,470	464,508	359,054		
31							
32							
33	College program & cultural						
34	College programs	38,600	69,631	35,077	40,156		
35	Arts programs	265,378	252,447	250,766	231,060		
36	Campus	5,000	-	-	-		
37	Total college & cultural	308,978	322,078	285,843	271,216		
38							
39	Other Income		10,000				
40	(Gains) losses		11,455				
41							
42	Total expense	786,298	683,093	750,351	630,270		
43							
44							
45	Net income before depreciation	137,602	127,899	842,996	44,637		
46							
47	Depreciation	44,000	43,822	43,215	43,945		
48	Net income before SGSA	93,602	84,077	799,781	692		
49							
50	SGSA Revenue	234,000	176,990	176,650	164,600		
51	SGSA Salaries & benefits	97,000	88,577	78,477	89,086		
52	SGSA operating expense	197,200	207,258	220,372	188,560		
53							
54	SGSA before tax and depreciation	(60,200)	(118,845)	(122,199)	(113,046)		
55							
56	SGSA depreciation	230,000	233,510	214,051	233,511		
57							
58	SGSA net income	(290,200)	(352,355)	(336,250)	(346,557)		
59							
60	MLF Total income	\$ (196,598)	\$ (268,278)	\$ 463,531	\$ (345,865)		

		YTD	YTD	YTD				
		Budget	Actual	Actual		Budget		
		2017	2017	2016		2017-18		
	REVENUES							
	Giving Programs							
1	Diamond Partnerships	110,000	89,680	110,000		125,000		
2	Fall Mailing	20,000	14,100	50		20,000		
3	Spring Mailing	5,000	-	22,255		10,000		
4	Newsletter	7,000	4,490	6,995		4,500		
5	MAC contributions	75,000	123,919	850,000		100,000		
6	Endowment funds	-	5,150	-		5,000		
7	Scholarship released from restrictions (interest)	-	8,500	8,237		8,500		
8	Friends of the Foundation	50,000	49,850	47,775		48,000		
9	Development Director	-	-	-		-		
10	Dave McCoy 102th	-	-	9,910		10,000		
11	Other Income	2,000	1,250	-		1,000		
12	Giving Tuesday	-	2,750	1,875		3,000		
13	Other Giving Programs	275,000	206,894	256,275		50,000		
	Total, Giving Programs	544,000	506,583	1,313,372		385,000		
	Events							
14	MFWE	180,000	209,322	5,642		175,000		
15	Sierra Star Golf Tournament	30,000	26,711	24,378		27,000		
16	Mammoth Lakes Film Festival	70,000	94,542	111,483		100,000		
17	Burger Battle	-	-	12,591		-		
18	New Events	-	6,000	-		-		
	Total, Events	280,000	336,575	154,094		302,000		
	Arts Programs Revenue							
19	Forest							
	Theatre							
20	Tickets/Season Pass	45,000	37,123	38,299		37,500		
21	Raffle tickets	-	-	88		-		
22	Theatre for Young Audiences	-	250	-		800		
23	Tea Party	-	4,105	7,245		5,000		
24	Noncash	47,000	50,928	47,070		45,000		
25	Concessions	8,000	7,308	7,180		7,500		

		YTD	YTD	YTD			
		Budget	Actual	Actual		Budget	
		2017	2017	2016		2017-18	
26	Donations/Sponsorships/Camps	49,000	49,834	27,355		53,000	
27	Show Sponsorships	1,500	-	5,850		-	
28	Release from restrictions	11,000	2,000	17,341		10,750	
29	Measure U	45,000	33,750	40,000		26,000	
30	Rentals	2,500	4,650	2,650		4,000	
31	Other Events	-	-	-		-	
32	Grants & Gifts	5,500	3,725	10,550		700	
33	Raffle/Other events	100	-	-		-	
	Total Theater income	214,600	193,673	203,628		190,250	
	Museum						
34	Support and retail	500	305	203		500	
35	Annual Support	50,000	30,000	75,246		25,000	
36	Tracks of Passion	8,000	10,900	11,287		11,000	
	Total Museum income	58,500	41,205	86,736		36,500	
	Total, Arts Programs	273,100	234,878	290,364		226,750	
	Sponsorship Programs						
37	Restaurant Plaques	-	200	150		-	
	Total, Sponsorship Programs	-	200	150			
	Other Income						
38	Rent	6,600	6,600	6,050		6,600	
39	Facility Rental	-	600	930		100	
40	Summit Condo	10,900	3,200	9,600			
	Total Other Income	17,500	10,400	16,580		6,700	
	Unrelated Income						
41	Unrealized gain(loss) on investments	-	59	-		-	
42	Dividend income	-	142	-		-	
43	Interest Income	-	987	103		-	
	Total Unrelated Income	-	1,187	103		-	
	TOTAL REVENUE	1,114,600	1,089,823	1,774,663		920,450	
	EXPENSES						
	FUNDRAISING COSTS						
	Giving Programs						
44	Diamond Partnerships - Benefits	2,500	4,481	2,157		5,000	
45	Diamond Partnerships - Solicitation	-	66	-		66	

		YTD	YTD	YTD			
		Budget	Actual	Actual		Budget	
		2017	2017	2016		2017-18	
46	Fall Mailing: Printing & Other	15,000	1,729	-		2,000	
47	Spring Mailing: Printing & Other	1,000	-	9,472		1,000	
48	Newsletter	5,000	4,481	6,033		4,481	
49	Director Dev expense	3,000	-	-		-	
	Total, Giving Programs	26,500	10,758	17,662		12,547	
	Events						
50	Mammoth Food & Wine	80,000	128,570	2,470		95,000	
51	Sierra Star Golf Tournament	18,000	17,053	18,887		17,053	
52	Mammoth Lakes Film Festival	55,000	116,195	110,387		115,000	
53	Burger Battle	-	400	14,166		-	
	Total, Events	153,000	262,218	145,909		227,053	
	General Fundraising Expense						
54	License and fees	200	150	170		200	
55	Restaurant plaques	-	18	-		-	
56	Donor Recognition & Cultivation	300	1,227	300		1,227	
57	Development Grant expense	-	-	-		-	
58	Other miscellaneous cost	500	850	785		3,200	
	Total, General Fundraising Expense	1,000	2,245	1,255		4,627	
	Foundation Public Relations						
59	Web Page	200	316	283		316	
60	Foundation PR events	-	25	15,300		500	
61	Other Foundation PR	10,000	3,269	907		500	
	Total Foundation Public Relations Costs	10,200	3,610	16,490		1,316	
	TOTAL, FUNDRAISING COSTS	190,700	278,831	181,316		245,543	
	GROSS MARGIN	923,900	810,991	1,593,346		674,907	

		YTD	YTD	YTD			
		Budget	Actual	Actual		Budget	
		2017	2017	2016		2017-18	
	ADMINISTRATIVE EXPENSE						
	Salary & Related						
62	Salaries & Wages	278,500	205,691	277,650		155,000	
63	Payroll Taxes	23,500	14,327	24,090		18,600	
64	Insurance: Worker's Comp	11,500	1,419	9,208		7,500	
	Total, Salary & Related	313,500	221,437	310,948		181,100	
	Operating Expense						
65	Auto expenses	2,500	1,182	1,960		1,500	
66	Bank, Credit Card PayPal fees	4,000	4,448	4,361		4,300	
67	Payroll service charges	300	277	295		300	
68	Board Support-Meetings, Misc. Supplies	500	682	636		650	
69	Computer hardware & software (non-capitalized)	1,500	1,609	1,305		1,520	
70	Contracted computer services	3,000	1,428	2,414		1,500	
71	Other contract services	1,000	-	795		-	
72	Donations	-	-	25		-	
73	Dues & Subscriptions	3,000	3,314	3,272		3,320	
74	Leased equipment	1,500	4,418	4,621		4,700	
75	Freight & Postage	4,000	1,917	1,569		2,000	
76	Mail service	-	-	1,350		-	
	Insurance						
77	Insurance: Directors/Officers	4,820	4,473	5,120		4,820	
78	Insurance: Liability	11,500	9,938	8,463		10,772	
79	Interest expense	-	-	-		-	
80	Penalties	-	-	297		-	
81	Supplies & materials	3,500	2,600	3,908		2,500	
82	Storage Unit	400	396	432		432	
83	Staff Training & Development	4,000	2,844	4,365		3,000	
84	Celebrations			-		1,000	
	Telephone						
85	Five office lines	3,000	2,950	2,402		3,000	
86	Internet	3,000	1,758	4,562		2,200	
	Property Taxes						
87	Gateway	6,000	6,090	5,825		6,090	
88	Volunteer Development	-	-	-		-	
89	Utilities	28,000	33,947	26,472		32,500	
90	Supplies & misc equipment	1,000	558	945		650	
91	Cleaning/janitorial	7,500	6,600	7,200		7,200	
92	Maintenance & repair	8,500	10,421	7,519		10,000	
93	Summit Condo	5,300	4,227	4,586		-	
94	Snow removal	8,000	12,768	6,056		12,000	
	Total, Operating Expense	115,820	118,842	110,755		115,954	

		YTD	YTD	YTD			
		Budget	Actual	Actual		Budget	
		2017	2017	2016		2017-18	
	Professional						
95	Audit and Accounting Services	18,000	11,941	27,690		12,000	
96	Accounting	30,000	29,750	15,115		30,000	
97	Legal		500	-		20,000	
	Total, Professional	48,000	42,191	42,805		62,000	
	TOTAL, ADMINISTRATIVE EXPENSE	477,320	382,470	464,508		359,054	
	COLLEGE PROGRAM SUPPORT & DEV						
98	College events	500	-	481		-	
99	Contract services	100	-	73		-	
100	Conferences and Travel	1,000	-	-		-	
101	Scholarships/benefits	25,000	25,156	23,814		25,156	
102	Web support	-	-	-		-	
103	Snow removal	12,000	44,475	10,709		15,000	
	Total College Program Support & Dev	38,600	69,631	35,077		40,156	
	ARTS PROGRAM SUPPORT & DEV						
	Theatre						
104	Salaries	80,000	60,556	69,012		61,000	
105	Payroll taxes	7,000	6,555	6,067		6,600	
106	Workers compensation	3,000	3,627	2,672		3,900	
	Total, Salary & Related	90,000	70,737	77,750		71,500	
107	Advertising	22,000	16,442	20,112		15,000	
108	Auto expense	-	-	-		-	
109	Artists	7,000	20,560	6,904		20,560	
110	Concessions	1,500	5,824	1,202		1,800	
111	Contract services	12,000	17,695	12,980		17,800	
112	Contributions	500	-	500		-	
113	Entertainment	3,000	2,494	2,575		2,500	
114	Choreography	250	-	250		-	
115	Costumes	2,000	2,403	1,730		2,500	
116	Sound & Lighting	300	2,630	306		2,700	
117	Set	3,000	2,297	2,954		2,500	
118	Supplies	1,000	571	1,245		1,200	
119	License & permits	1,000	1,250	992		1,200	
120	R&M	-	-	-		-	
121	Miscellaneous	100	738	83		750	
122	Music/Orchestra	-	-	-		-	
123	Props	1,300	364	1,209		400	
124	Research	-	1,002	-		1,000	
125	Royalties	5,000	4,296	3,450		4,300	

		YTD	YTD	YTD	
		Budget	Actual	Actual	Budget
		2017	2017	2016	2017-18
126	Rental	1,000	820	302	850
127	Janitorial	300	-	325	-
128	Storage	44,428	44,511	44,428	45,000
129	Utilities	-	-	-	-
130	Website	-	266	-	-
131	Shakespeare Camp	-	-	-	-
132	Young Audiences	6,000	-	5,837	-
133	Tea Party Expense	500	6,668	962	6,500
134	Travel	9,000	4,322	6,034	4,500
	Total Theatre	211,178	205,889	192,130	202,560
	MUSEUM				
	Operating expenses				
135	Contract services	50,000	41,667	50,000	25,000
136	Postage	200	-	(7)	-
137	Materials & supplies	2,000	3,218	5,966	1,500
	Tracks of Passion				
138	Royalties	2,000	1,673	2,678	2,000
	Total operating expense	54,200	46,558	58,636	28,500
	Total Museum expense	54,200	46,558	58,636	28,500
	Total Arts & Cultural Program Support	303,978	322,078	285,843	271,216
	CAMPUS & FOUNDATION PROGRAM DEV- CAPITAL EXPENSE				
139	Edison Hall Sprinkler Repair	5,000	-	-	-
	Total Campus & Foundation Program Dev	5,000	-	-	-
	TOTAL PROGRAM SUPPORT & DEV	308,978	322,078	285,843	271,216
140	(Gain) Loss on sale	-	11,455	-	
141	Other income	-	10,000	-	
142	Bad debt expense	-	-		
	TOTAL EXPENSES	786,298	683,093	750,351	630,270
	NET INCOME BEFORE DEPRECIATION	137,602	127,898	842,995	44,637
143	Less MLF Depreciation	(31,000)	(29,877)	(30,432)	(30,000)
144	Less Theater depreciation	(8,000)	(8,721)	(7,995)	(8,721)
145	Less Museum depreciation	(5,000)	(5,225)	(4,788)	(5,224)
	NET OPERATING INCOME BEFORE SGSA	93,602	84,076	799,780	692

		YTD	YTD	YTD			
		Budget	Actual	Actual		Budget	
		2017	2017	2016		2017-18	
	SGSA Revenue						
146	Student housing	200,000	146,121	144,775		145,000	
147	Short term revenue	30,000	15,753	27,511		16,000	
148	Vending machine revenue	1,000	770	904		900	
149	Cancellation fees	-	600	200		-	
150	Miscellaneous revenue	3,000	13,746	3,260		2,700	
	Total SGSA Revenue	234,000	176,990	176,650		164,600	
	SGSA Expense						
	Salary & Related						
151	Salaries & Wages	85,000	77,486	67,105		77,486	
152	Payroll Taxes	7,000	7,464	6,162		7,600	
153	Insurance: Worker's Comp	5,000	3,627	5,210		4,000	
	Total, Salary & Related	97,000	88,577	78,477		89,086	
	Operating Expense						
154	Advertising	12,000	2,773	7,753		3,500	
155	Alarm monitoring	500	297	477		-	
156	Auto	-	66	-		-	
157	Bank fees	6,000	5,246	5,151		5,300	
158	Contract services	3,000	1,835	3,519		2,000	
159	Computer hardware, software	800	24	334		250	
160	Dues & subscriptions	-	9	-		-	
161	Liability insurance	7,200	7,160	6,577		7,161	
162	License & fees	1,000	229	904		300	
163	Interest expense	65,000	68,169	55,743		67,500	
164	Postage	100	-	54		-	
165	Resident support	2,000	439	1,807		600	
167	Recruiting	-	100	30,077		-	
168	Professional fees	6,000	6,950	5,500		6,950	
169	Maid Service	2,000	4,485	1,881		3,500	
170	Maintenance & repairs	5,500	13,125	4,675		12,500	
171	Reserve for repairs			22,000			
172	Materials & supplies	4,300	5,044	4,724		5,000	
173	Staff training & development	1,000	-	-		1,000	
174	Telephone- cell	600	433	82		450	
175	Cable TV	11,000	10,725	9,833		10,500	
176	Building Cleaning	7,500	9,002	6,600		7,200	
177	Property taxes	300	299	276		299	

		YTD	YTD	YTD				
		Budget	Actual	Actual		Budget		
		2017	2017	2016		2017-18		
178	SH WEB	-	65	-				
	Utilities							
179	SCE	18,000	16,232	14,850		16,500		
180	MCWD	4,700	3,678	4,296		4,000		
181	Amerigas	17,000	15,970	12,156		15,250		
182	Trash	3,500	4,071	2,822		4,000		
183	Recycling	2,200	2,364	2,001		2,300		
184	Snow Removal	8,000	28,148	7,485		12,000		
185	Travel	8,000	320	8,795		500		
	Total SGSA, Operating Expense	294,200	295,835	298,849		277,646		
	SGSA Net Income before property tax and depreciation	(60,200)	(118,845)	(122,199)		(113,046)		
	Depreciation	230,000	233,510	214,051		233,511		
	SGSA net income	(290,200)	(352,355)	(336,250)		(346,557)		
	MLF Total Net Income	(196,598)	(268,279)	463,530		(345,865)		

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 4, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Establish a Mammoth Lakes Foundation Bylaws Committee

Recommended Motion:

It is recommended that the MLF Board of Directors approve the appointment of a standing committee to review and update the currently approved Foundation Bylaws.

Background Information:

The MLF Board of Directors approved the Foundation Bylaws on December 7, 2002. Section 7.1 of the Bylaws, Committees, is as follows:

The Board may appoint standing and special committees, with the nature and scope as the Board may authorize pursuant to these Bylaws, to more effectively carry out the responsibilities of the Board. All committee chairs and members shall be selected by the Chairman of the Board, subject to the approval of the board.

It is recommended that the Board nominate and appoint a committee of three members to review and make modification to the December 7, 2002 Foundation Bylaws for review and consideration of approval by the MLF Board of Directors on December 2, 2017.

Funds Available: Yes

Account Number: Administrative / Staff Time

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

BYLAWS OF
MAMMOTH LAKES FOUNDATION
a California Non-Profit Public Benefit Corporation

(Amended and Restated as of June 16, 2002)

I

NAME, LOCATION, AND PURPOSE

1.1. The name of the corporation is Mammoth Lakes Foundation, a California Non-Profit Public Benefit Corporation, hereinafter referred to as the "Foundation" or the "Corporation". The principal office of the Foundation shall be located in the Town of Mammoth Lakes, County of Mono, California.

1.2. The Foundation is a non-profit public benefit corporation organized under the non-profit public benefit corporation law of the State of California. Notwithstanding any other provision of these articles, the Foundation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law), or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

1.3. The Foundation has been formed to promote, participate in, and develop, the establishment, maintenance, and growth of higher education in and around the Town of Mammoth Lakes and the County of Mono. The Foundation is also formed to engage in and develop cultural activities, and to perform all other functions reasonably related thereto.

II

BOARD OF DIRECTORS

2.1. General Function of the Board. The activities and affairs of the Foundation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board of Directors (the "Board"). The Board may delegate the management of the activities of the Foundation to any person or persons, or to any committees, however composed; provided that, all corporate powers be exercised under the ultimate direction of the Board. Pursuant to this authority, the Board has delegated its power pertaining to the management of the operations and all other activities of the Foundation to the Executive Committee, as more specifically defined and as set forth herein.

2.2. Members. The Foundation shall have no members. All rights which would otherwise vest in the members shall vest in the Directors.

2.3. Associate Directors. There may exist Associate Directors of the Board, at the sole discretion of the Board, who shall enjoy all of the rights and responsibilities of regular members of the Board of Directors except that their powers shall be advisory only, and such Associate Directors shall enjoy no voting privileges. Associate Directors are "ex-officio" and assume their office by virtue

of their position. Associate Directors may be appointed, to serve on an annual basis, from, but shall not be limited to, the following persons:

- (1) Dean of the Eastern Sierra College Center;
- (2) Superintendent of Public Schools of Mono County;
- (3) Superintendent of Mammoth Unified School District;
- (4) MCAC - Mammoth County Arts Council;
- (5) CCCC - Cerro Coso Community College;
- (6) KCCD - Kern Community College District;
- (7) Town of Mammoth Lakes.

2.4. Honorary Board of Directors. The Board of Directors may establish, at its sole discretion, an Honorary Board of Directors to serve in an advisory capacity to the Board of Directors of this Foundation as detailed in Article VIII below.

2.5. Number of Directors. The affairs of this Foundation shall be managed by a Board of not more than forty (40) voting Directors. There shall be no limitation on the number of Associate or Honorary Directors. The exact number of voting Directors shall be fixed from time to time by the Board of Directors in the manner provided in these Bylaws at each Annual Meeting.

2.6. Term of Office. At each Annual Meeting of the Board of Directors, half of the members of the Board of Directors shall be elected. Members shall serve for a term of two (2) years. Each Director shall serve until a successor has been elected and qualified. At the next Annual Meeting of the Foundation following the approval and adoption of these Bylaws, the Board of Directors shall elect half of the members of the Board of Directors to one-year terms and half of the members to two-year terms. Thereafter, the staggered two-year terms shall take effect as provided for herein. The initial term of a new Director shall be a one-year term, subject to conformance with and availability of the foregoing positions.

2.7. Removal; Resignation; Vacancies. Any Director may resign upon giving written notice to the Board, the Chairman, or the Secretary of the Foundation. In the event of death, removal, or resignation of a Director, a successor may be selected by a majority of the remaining members of the Board or by a sole remaining Director and shall serve for the unexpired term of his or her predecessor.

All Directors must attend a minimum of fifty percent (50%) of the Board meetings, unless excused for good cause as approved by the remaining members of the Board. The Board shall declare a vacancy in the event a member of the Board of Directors is absent from any two (2) of the regular meetings during the fiscal year, or from three (3) of any five (5) consecutive meetings of the Board, and the Board by resolution declares that a vacancy exists on the Board.

III

MEETINGS OF THE BOARD OF DIRECTORS

3.1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board of Directors; provided, however, that there shall be at least one Annual Meeting and at least one additional regular meeting per year. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of the meetings shall be given in accordance with the provisions of section 3.4., provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.2. Annual Meetings. The purpose of the Annual Meeting is to elect Directors to the Board and Officers of the Foundation, and to carry on such other business as is within the Board's authority.

3.3. Special Meetings. The Board of Directors shall hold a special meeting when requested by the Chairman of the Board, Vice Chairman, President/CEO, Secretary, or a Vice-President, by a written notice signed by any two (2) Officers of the Foundation, or by a written notice signed by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Notice shall be made in the manner specified in paragraph 3.4 and shall be received by all Directors at least forty-eight (48) hours in advance of the special meeting.

3.4. Notice. Notice of any meeting of the Board of Directors shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by written notice via first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; (e) by written communication via fax, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; or (f) by e-mail, provided the Director has first consented to receipt of Notice by e-mail and who has provided an e-mail address for such purpose. Such notice shall be received by the Director at least five (5) days in advance of a regular or annual meeting. All such notices shall be given or sent to the Director's address or telephone number as shown on the records of the Foundation. All such notices shall specify the time and place of the meeting.

Notice of any meeting of the Board of Directors need not be given to any Director who has signed a waiver of notice or a written consent to the holding of the meeting or an approval of its minutes, whether the consent or waiver is signed before or after the meeting. Any Director who attends a meeting without protesting a lack of notice shall have waived all objections to having failed to receive proper notice.

Notice of the time and place of resuming an adjourned meeting need not be given unless the meeting is adjourned for more than forty-eight (48) hours in which case personal notice of the time and place shall be given before the resumption of the adjourned meeting to any Directors who were not present at the time of the adjournment.

3.5. Place of Meeting. Meetings of the Board shall be held at the principal office of the Foundation or at any other place fixed by the Board from time to time.

3.6. Telephone Meetings. Any regular, annual, or special meeting may be held by conference telephone or other similar communication equipment so long as all Directors participating in the meeting can hear one another. All such Directors shall be deemed to be present in person at such meeting.

3.7. Quorum. Twenty-five percent (25%) of the number of full, voting Directors shall constitute a quorum for the transaction of business of the Board. A Director present by telephone as described in paragraph 3.6 shall be deemed present for purposes of establishing a quorum. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but any action taken must be approved by a majority of the initial quorum of that meeting.

3.8. Open Meetings. All meetings of the Board of Directors shall be open to guests invited by any Director or the President/CEO; however, any such guests shall not participate in any discussion or deliberation unless expressly so authorized by the Chairman of the Board of Directors (or his/her designee) at the meeting. Such guests shall include members of the Honorary Board of Directors and Associate Directors.

3.9. Executive Session. The Board may, with the approval of the Chairman of the Board, adjourn an open meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Foundation is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

3.10. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board, individually or collectively,

consent in writing to that action. Such action by written consent shall have the same force and effect as a majority vote of the Board present at a duly held Board meeting. Such written consent(s) shall be filed with the minutes of the proceedings of the Board.

IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1. Duties. In addition to the general powers and authority vested in the Board as otherwise provided for in these Bylaws and under the laws of the State of California, the Board of Directors shall have the specific duty to:

(a) maintain all insurance reasonably necessary for the benefit of the Foundation including, without limitation, workers compensation insurance, general liability insurance, directors and officers liability insurance, and insurance covering the assets of the Foundation.

(b) pay all expenses and obligations incurred by the Foundation in the conduct of its business including, without limitation, all licenses, taxes, or governmental fees levied or imposed against the property of the Foundation.

(c) cause to be kept a complete record of all of the Foundation's acts and business affairs and to present copies thereof to the Board at the annual meeting; keep adequate and complete books and records of the accounts and minutes of proceedings of the Board and all committees.

(d) supervise all officers, agents, and employees of the Foundation and see that their duties are properly performed.

(e) enforce these Bylaws and any and all governing documents of the Foundation.

4.2. Powers. In addition to the general powers and authority vested in the Board as otherwise provided for in these Bylaws and under the laws of the State of California, the Board of Directors shall have the power to:

(a) employ a President/Chief Executive Officer, who shall also be a member of the Board of Directors and the Executive Committee.

(b) contract for goods and/or services.

(c) delegate its authority and powers to committees, officers, or employees of the Foundation. Any such delegation shall be revokable by the Board at any time. Pursuant to this authority, the Board has delegated to and vested all of its authority and powers in the Executive Committee of the Board. The Board shall select the Executive Committee from the officers of the Foundation.

(d) The members of the Board, individually or collectively, shall not be liable for any omission or improper exercise by the officers and employees of any such duty, power, or function so delegated by the Board.

V

OFFICERS AND THEIR DUTIES

5.1. Enumeration. The officers of the foundation shall be a Chairman, a Vice-Chairman, a Secretary, a Treasurer, and Vice-Presidents (as deemed appropriate) who shall at all times during their tenures be members of the Board of Directors. The Foundation shall also have, a President and Chief Executive Officer, and such other officers as may be appointed in accordance with the provisions of section 5.3. Any number of offices may be held by the same person.

5.2. Election of Officers. The officers of the Board shall be chosen by the Board every year. Elections of officers shall take place at the annual meeting of the Foundation. Each officer shall hold office for the ensuing year or until his successor shall be elected and qualified, or until he is otherwise disqualified to serve.

5.3. Removal and Resignation. Any officer appointed or elected by the Board may be removed either with or without cause by a majority of the Directors at the time in office at any regular or special meeting of the Board. Officers hold their offices and serve the Corporation at the pleasure of the Board.

Any officer may resign at any time by giving written notice to the Board, or to the Chairman or to the Secretary. Any such resignation shall take effect the date of the receipt of this notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.4. Vacancy. The vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed by the Bylaws for regular appointments to such office.

5.5. Chairman of the Board. The Board shall elect one of its members to act as Chairman. If at any time, the Chairman shall be unable to act, the Vice-Chairman shall take his place and perform

his duties. If the Vice-Chairman shall also be unable to act, the Board may appoint some other member of the Board to do so; and such person shall be vested temporarily with all the functions and duties of the office of the Chairman. The Chairman:

(a) Shall preside over all meetings of the Board.

(b) Shall, as Chairman, and with the attestation of the Secretary, execute in the name of the Foundation, all contracts and conveyances, and all other instruments in writing which have been authorized by the Board.

(c) Shall have, subject to the advice and control of the Board, and the ongoing responsibilities of the President/CEO, general responsibility for management of the affairs of the Foundation during his term of office.

5.6. Vice-Chairman. The Board shall elect a Vice-Chairman from its membership whose duties shall be in the event of death, absence, or other inability of the Chairman, exercise all the powers and perform all the duties herein given to the Chairman.

5.7. Secretary. The Board shall elect a Secretary from its membership whose duties shall be to keep, or cause to be kept, accurate and complete minutes of all meetings, call meetings on order of the Chairman, and attend to all correspondence of the Board, attest the signature of the Chairman on contracts and conveyances. All other instruments shall have the recorded approval of the Board.

5.8. Treasurer. The Board shall elect a Treasurer from its membership, whose duties shall be to ascertain that all receipts are deposited, and disbursements made, in accordance with these Bylaws, the directions of the Board, and good business practice. The Treasurer shall work in coordination with any Certified Public Accounting firm retained by the Foundation.

5.9. Vice-President(s). The Board may elect one or more Vice-Presidents on an as-needed basis, and in such event, the Board shall prescribe the specific duties applicable for each such office.

5.10. Delegation. The foregoing duties may be delegated to the President/Chief Executive Officer of the Foundation.

5.11. Other Officers. The Board may create such other offices as the business of the Foundation may require, and the holder of each such office shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws, or as the Board may from time to time determine. Such additional offices may be filled either by members or nonmembers of the Board.

VI

PRESIDENT/CHIEF EXECUTIVE OFFICER.

6.1. Appointment. In addition to the officers of the Foundation, the Board shall select, appoint, and employ a President/Chief Executive Officer (CEO), qualified in education and experience appropriate to the proper discharge of his responsibilities. The President/CEO shall serve at the pleasure of the Board, and shall be a member of the Board and the Executive Committee during his tenure as President/CEO.

6.2. Duties of President. The President/CEO shall be the chief administrator and operating officer, general manager, and supervisor of all the operations of the Foundation. The President/CEO shall be delegated such powers by the Board as are necessary to fulfill this responsibility. The President/CEO shall, among others authority and duties:

1. Carry out all policies established by the Board.
2. Serve as a liaison officer and channel of communications between the Board and/or any of its committees and the staff.
3. Prepare an annual budget showing the expected receipts and expenditures as required by the Board.
4. Select, employ, control, and discharge all staff members. Develop and maintain personnel policies and practices for the Foundation.
5. See that all physical properties are kept in a good state of repair and operating condition.
6. Supervise all business affairs and insure that all funds are collected and expended to the best possible advantage.
7. Submit regularly to the Board or its authorized committees or officers reports showing the professional service and financial activities of the Foundation and prepare and submit such special reports as may be required by the Board.
8. Attend all meetings of the Board and its committees.
9. Perform any other duties that may be necessary in the best interests of the Foundation.

10. Perfect and submit to the Board for approval and maintain a plan of organization of the personnel and others concerned with the operations of the Foundation.

11. Prepare or cause to be prepared all plans and specifications for the construction and repair of works and facilities operated by the Foundation.

12. Perform other and additional duties as the Board may require by contract, directive, or otherwise.

6.3. Committee Membership. The President/CEO shall be a member, ex-officio, of all committees of the Board.

VII

COMMITTEES

7.1. Committees. The Board may appoint standing and special committees, with the nature and scope as the Board may authorize pursuant to these Bylaws, to more effectively carry out the responsibilities of the Board. All committee chairs and members shall be selected by the Chairman of the Board, subject to the approval of the Board.

7.2. Executive Committee. As set forth in Section 4.2(c), the Board has broadly delegated its authority to the Executive Committee. The Executive Committee shall be composed of seven (7) members selected from the Board and/or the Associate Directors of the Board. All Executive Committee members shall be appointed by the Chairman of the Board. The Executive Committee shall meet at least four (4) times per year.

7.3. Special Advisory Committees. The Board of Directors may, by resolution adopted by a majority of the authorized number of Directors then in office, designate one or more committees to serve in an advisory capacity to the Board of Directors. Such committees may consist of one or more members of the Board of Directors and may include non-members of the Board, the Associate Directors, and/or the Honorary Board of Directors. These advisory committees shall have no legal authority to act for the Foundation or bind the Foundation to any contract or obligation. Advisory committees shall report their findings and recommendations to the Board of Directors as directed by the Board. All members of advisory committees shall serve at the pleasure of the Board of Directors.

7.4. Scheduling of Committee Meetings. Committees shall meet on an as-needed basis.

7.5. Notice and Conduct of Committee Meetings. All meetings of standing committees (e.g., the Executive Committee) shall be duly noticed as provided for in section 3.4. All meetings of

temporary, advisory, or ad hoc committees shall not be subject to notice or open meeting requirements.

VIII

HONORARY BOARD OF DIRECTORS

8.1. Definition. The Board of Directors may establish, at its sole discretion, an Honorary Board of Directors to serve in an advisory capacity to the Board of Directors. The membership of the Honorary Board of Directors is intended to be comprised of persons both resident and non-resident to the local community, and from various areas of commerce, industry, and other sectors of the community.

8.2. Number. The number of members of the Honorary Board of Directors shall be set from time to time by Resolution of the Board of Directors.

8.3. Appointment, Removal, and Vacancies. Each member of the Honorary Board of Directors shall serve at the pleasure of the Board of Directors.

8.4. Compensation. No Honorary Director, while acting in the capacity of an Honorary Director, shall receive compensation for any services he or she may render to the Foundation. However, any Honorary Director may be reimbursed for his or her actual and reasonable expenses incurred in the performance of his or her duties. Each Honorary Director may be indemnified by the Foundation as provided for in Article IX.

8.5. Meetings. The Honorary Board of Directors shall hold a meeting whenever called by the Board of Directors. Notice shall be given to each member of the Honorary Board as provided in paragraph 3.4 of these Bylaws.

8.6. Quorum. A majority of the number of Honorary Directors shall constitute a quorum for the transaction of business of the Honorary Board of Directors.

IX

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

9.1. Agents, Proceedings, and Expenses. For the purposes of this Article, "agent" means any person who is or was a director or officer of this Foundation, except as set forth in paragraph 9.4 hereof.

9.2. Actions Other than by the Foundation. This Foundation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this Foundation) by reason of the fact that such agent is or was an agent of this Foundation against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if that agent acted in good faith and in a manner that person reasonably believed to be in the best interests of this Foundation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the agent did not act in good faith and in a manner which the agent reasonably believed to be in the best interests of this Foundation or that the agent had reasonable cause to believe that the agent's conduct was unlawful.

9.3. Actions by the Foundation. This Foundation shall indemnify any agent who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action by or in the right of this Foundation to procure a judgment in its favor by reason of the fact that the agent is or was an agent of this Foundation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that agent acted in good faith, in a manner that agent believed to be in the best interests of this Foundation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

(a) In respect of any claim, issue, or matter as to which that agent shall have been adjudged to be liable to this Foundation in the performance of that agent's duty to this Foundation, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

9.4. Successful Defense by Agent. To the extent that an agent of this Foundation within the meaning of Section 317(a) of the General Corporation Law of California has been successful on the merits in defense of any proceeding referred to in paragraphs 9.2 or 9.3, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

9.5. Required Approval. Except as provided in paragraph 9.4, any indemnification under this Article shall be made by this Foundation only if authorized in the specific case on a determination

that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in paragraphs 9.2 or 9.3, by:

(a) A majority vote of a quorum consisting of directors who are not parties to the proceeding;

(b) The court in which the proceeding is or was pending, on application made by this Foundation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by this Foundation.

9.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by this Foundation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

9.7. Other Contractual Rights. Nothing contained in this Article shall affect any right to indemnification to which persons other than directors and officers of this Foundation or any subsidiary hereof may be entitled by contract or otherwise.

9.8. Limitations. No indemnification or advance shall be made under this Article, except as provided in paragraphs 9.4 or 9.5(c), in any circumstances where it appears:

(a) That it would be inconsistent with a provision of the articles, resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limited indemnification; or

(b) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

9.9. Insurance. Upon and in the event of a determination by the board of directors of this Foundation as the Executive Committee to purchase such insurance, this Foundation shall purchase and maintain insurance on behalf of any agent, within the definition of Section 317(a) of the General Corporation Law of California, of the Foundation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this Foundation would have the power to indemnify the agent against that liability under the provisions of this section.

9.10. Fiduciaries of Corporate Employee Benefit Plan. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit in that person's capacity as such, even though that person may also be an agent of the Foundation as defined

in paragraph 9.1. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law other than this Article.

X

BOOKS AND RECORDS

10.1. Rights of Inspection. Every member of the Board of Directors shall have the absolute right at any reasonable time, after giving reasonable written notice, to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Foundation.

XI

AMENDMENTS

11.1. Amendments to Bylaws. These Bylaws may be amended by the affirmative vote of majority of the total membership of the Board of Directors. Any such amendment shall take effect upon formal adoption by the Board and by attestation by the Secretary of the Foundation and placement of the document evidencing the amendment to these Bylaws in the books and records of the Foundation.

XII

MISCELLANEOUS

12.1. Fiscal Year. The fiscal year of the Foundation shall begin on July 1 and end on June 30 of every year.

12.2. Effect of These Bylaws. These Bylaws as adopted hereby are Amended and Restated Bylaws and supplant, replace, and supersede any and all previous Bylaws and any Amendments thereto.

12.3. Severance. In the event any term or provision of these Bylaws is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of these Bylaws shall remain in full force and effect.

12.4. Interpretation. These Bylaws shall be interpreted under and shall be consistent with the laws of the State of California.

12.5. Effect of Waiver. No waiver of any breach or violation of any term, provision, article, or section of these Bylaws shall be construed as a waiver of any succeeding breach or violation of the same. The consent or approval of the Board to or of any action or matter requiring consent or approval shall not be deemed to waive or render unnecessary any consent to or approval of any subsequent or similar act or matter.

12.6. Remedies. Enforcement of any term, provision, article, or section of these Bylaws shall be by proceedings at law or in equity against any persons or entities violating or attempting to violate these Bylaws, either to restrain violation, compel compliance or action, and/or to recover damages.

12.7. Remedies Cumulative. Any and all remedies provided by these Bylaws, law, operation of law, or otherwise, shall be deemed to be cumulative, and the choice of implementation of any particular remedy shall not be deemed to be an election of remedies to the mutual exclusion of any other remedy provided.

12.8. Construction of Bylaws. The masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular, and the word "person" includes a corporation or other legal entity as well as a natural person.

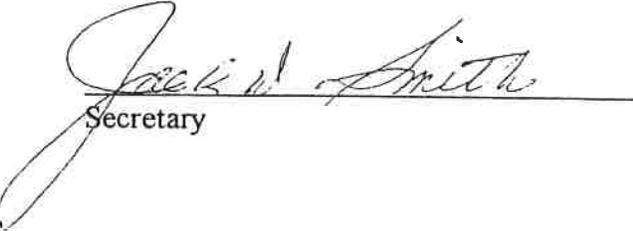
**CERTIFICATE OF SECRETARY
OF
MAMMOTH LAKES FOUNDATION
a California Non-Profit Public Benefit Corporation**

I, the undersigned, certify that:

I am the presently elected and acting secretary of the Mammoth Lakes Foundation, a California Non-Profit Public Benefit Corporation.

The above bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by a meeting of the board of directors held on December 7, 2002.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of this corporation.


Secretary

(Seal)

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 14, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Foundation Check Signing Policy

Recommended Motion:

It is recommended that the MLF Board of Directors review and consider (a) approving a check signing policy for the organization and (b) approve the following Mammoth Lakes Foundation staff and Board members to be check signers based on the parameters of the policy:

- MLF Board President Gary Meyers
- MLF Board Secretary Shields Richardson
- MLF Board Treasurer Luan Mendel
- MLF CEO Evan Russell
- MLF Executive Director Rich Boccia

Background Information:

Designating persons to sign checks is a policy decision framed by the Board of Directors and varies from organization to organization. The Board of Directors will take action to decide the number of authorized signatures based on the magnitude of the check. Check signing is one of the organization's internal controls to ensure that corporate funds are being properly paid out. In choosing which board members that will sign checks, remember that the check signer cannot sign checks to him or herself. The check signer should not be the person who reconciles the bank statement for the corporation.

It is recommended that the MLF Board of Directors review and consider approving a check signing policy for the organization.

Funds Available: Not Applicable / Policy

Account Number: Not Applicable

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Mammoth Lakes Foundation Check Signing Policy

Background:

Designating persons to sign checks is a policy decision framed by the Board of Directors and varies from organization to organization. The Board of Directors will take action to decide the number of authorized signatures based on the magnitude of the check. Check signing is one of the organization's internal controls to ensure that corporate funds are being properly paid out. In choosing which board members that will sign checks, remember that the check signer cannot sign checks to him or herself. The check signer should not be the person who reconciles the bank statement for the corporation.

The Mammoth Lakes Foundation Board of Directors Executive Committee took the following action at their January 20, 2017 meeting:

1. The Executive Director has the authorization to sign checks in the amount of \$0.01 to \$4,999.99.
2. Two signatures are required to sign checks in the amount of \$5000. to \$14,999.99 with the Executive Director and one approved board member and/or the MLF CEO being authorized for such action. It is recommended that this board member is either the Board President or the Board Treasurer.
3. Any check in the amount greater than \$15,000. will require the signature of two board members. It is recommended that these board members are either the Board President, the Board Treasurer or the Board Secretary.

The Process:

- a. When staff or the board member is presented a check, the check signer should review several items before signing the check—authorization, amount, name, date, and reasonableness.
- b. The check should be accompanied by an original invoice with the appropriate account code initiated by the person authorized to approve payments or by a note to pay from that person. The authorized signer should compare the check to the invoice or note authorizing payment to ensure that the authorizing initials or note is there.
- c. The signer should compare the amount on the check with the amount on the invoice or note to be sure the figures match.
- d. Compare the name on the check with the name on the invoice. The names should match exactly. One method of embezzlement is to supply a legitimate invoice from Printer Inc. with a check made out to Printer LLC, a bank account controlled by the embezzler.
- e. Check the date on the invoice or the note from the person authorized to approve payments against the date of signing the check. If the difference is more than 60 days, get written approval from the authorizer before signing the check. This is to mitigate the risk that the organization is paying the same expense twice.
- f. The signer should consider whether the expense seems reasonable. The signer is not expected to check line-item authorizations but should question a check that seems unreasonably large or is for a purpose that the signer knows is not related to anything the corporation does. For example, a check for \$20,000 to pay a printer when the organization does very little printing should prompt a question. Payment to a pension fund when the corporation does not pay pension benefits would be suspicious.
- g. The signer should never sign a blank check.

MLF Board approved 08.26.17

**Mammoth Lakes Foundation
Board of Directors
Agenda Action Sheet**

Board Meeting Date: August 26, 2017

Date Prepared: August 15, 2017

Prepared by: Rich Boccia; Executive Director
Mammoth Lakes Foundation

Title: Mammoth Lakes Foundation Credit Card Authorization

Recommended Motion:

It is recommended that the Mammoth Lakes Board of Directors review and consider authorizing the Mammoth Lakes Foundation Executive Director to execute a credit card application on behalf of the Mammoth Lakes Foundation and close the Wells Fargo Credit Card Account and open an account with the Eastern Sierra Community Bank.

Background Information:

The Mammoth Lakes Foundation currently has one credit card through Wells Fargo Bank in the name of MLF CEO Evan Russell. The credit card limit is \$8000 and the card is shared by all of the staff in the Foundation office.

There have been a number of challenges with having one card that is in the charge of the Office Manager for use of staff which is further complicated at the end of each month when our Accountant is attempting to reconcile the charges on that credit card.

It is recommended that the Board take action to close the Wells Fargo Credit Card Account and open a Visa Platinum Company Charge Card with Eastern Sierra Community Bank effective September 1, 2017 for each Mammoth Lakes Foundation staff employee with differentiated credit limits as determined by the Executive Director.

There are a number of advantages to include:

1. Earn reward points – one point per dollar on net purchases and no caps and no expiration date
2. No annual fee with a zero balance
3. Chip card security and zero fraud liability
4. Each employee has a card with individualized credit limits at no added cost
5. Travel benefits provides you with protection while traveling
6. 24/7 personal service located in the United States

Funds Available: Yes

Account Number: A Variety

Reviewed by:

Gary Meyers, Board President	Evan Russell, CEO
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Our mission is to support higher education and cultural enrichment in the Eastern Sierra

Our Visa® Platinum Company Rewards Charge Card.

If your business's annual revenue is greater than \$7 million and you employ more than fifty people, this card is for you.
Large Corporations and Financial Institutions / Non-profit Organizations / Municipalities



 REWARD POINTS Earn one point per dollar on net purchases. There's no cap on points and points don't expire.	 EMPLOYEE CARDS At No Added Cost
 NO ANNUAL FEE Pay-in-full account with No Annual Fee*	 TRAVEL BENEFITS Provides you with protection while traveling
 CHIP CARD SECURITY AND ZERO FRAUD LIABILITY	 24/7 PERSONAL SERVICE LOCATED IN THE U.S.

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1. Please print ALL PAGES of this document. Once completed, please sign and fax or mail the application.
2. Secure fax to: **813-435-2477**
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TAMPA, FL 33631 - 3537
3. You can use the provided pre-paid Business Reply Envelope. Follow the supplied directions to prevent papers from separating during transit. Remember to tape envelope closed.
4. Applicant should keep the Business Card Pricing Information for the terms, rates or fees associated with this program.

VISA HOMETOWN CONVENIENCE | WORLDWIDE ACCEPTANCE | GREAT BENEFITS

*See terms, rates, and fees in the Terms and Conditions.
This card is issued by TCM Bank, N.A. Subject to credit approval.



REQUIRED: A Corporate Resolution or copy of the Board Minutes authorizing the Business Officer(s) executing this application to apply for credit on behalf of the Business.

Company Rewards Charge Card
See terms, rates, and fees in the Terms and Conditions.

Anti-Terrorism: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. To process the application, we must have your name, street address, date of birth and other identifying information, and may ask for identifying documents from you as well.

Information About the Business

Legal Name of the Business		Company Name (DBA Name)		
Business Street Address		City	State	Zip Code
Business Mailing Address (If different from street address)		City	State	Zip Code
Business Phone Number		Business Website		
Contact Person		Phone Number	E-Mail Address	
Federal Tax Identification Number		Service Provided/Nature of Business		
\$	Annual Business Revenue	Number of Years in Business Under Current Owner	Number of Employees	State of Legal Formation
		Business Type:		<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit
				<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Municipality <input type="checkbox"/> Other _____

Authorized Business Officer 1

For purposes of Regulation O, please indicate whether you're an Insider of TCM Bank, N.A.* Yes No

First Name	Middle Initial	Last Name	Business Title
Home Street Address		City	State Zip Code
Social Security Number		Date of Birth (MM/DD/YYYY)	Mother's Maiden Name
Home Phone Number	Work Phone Number	Cell Phone Number	

Authorized Business Officer 2

For purposes of Regulation O, please indicate whether you're an Insider of TCM Bank, N.A.* Yes No

First Name	Middle Initial	Last Name	Business Title
Home Street Address		Unit Number	
City		State	Zip Code
Social Security Number		Date of Birth (MM/DD/YYYY)	Mother's Maiden Name
Home Phone Number	Work Phone Number	Cell Phone Number	

*TCM Bank requests this information in order to comply with Regulation O which governs any TCM extension of credit to a TCM "Insider" and any Insider's "Related Interest". A TCM Insider is an executive officer, director, or principal shareholder of TCM, ICBA, ICBA Services Network, or Bancard. A Related Interest is any company controlled by an Insider.

300127	0817 - SC301	CSRID	R	L	S	0	5
*# 0123456789							

Please read the following carefully before signing: You, as an Officer of the Business with authority to bind the Business: (a) Request TCM Bank, N.A. to open a Visa credit card account in the name of the Business., (b) Represent that all cards issued on the account will only be used for commercial or business purposes, (c) Certify that all information supplied in or with the Application is accurate and complete., (d) Agree that inquiries may be made to verify information, a business credit bureau report may be obtained, and that information regarding the account may be reported to the business credit bureaus, (e) Request TCM Bank, N.A. issue cards as directed in this application or as the Business directs in the future, (f) Authorize TCM Bank, N.A. to contact you or the Business at any telephone number included on this Application or any telephone number subsequently provided to TCM Bank, N.A., (g) If you provide your email address, we may use it to contact you about your account and tell you about useful products and services, (h) Authorize any firm or individual from whom the Business has obtained or requested credit to furnish the details of that transaction. The Business also agrees to provide financial information upon request, in a form that is acceptable to the bank, (i) Agree to be bound by the Company Rewards Charge Card Terms and Conditions.

X _____
Signature Date

X _____
Signature Date

PLEASE PRINT, SIGN AND MAIL OR FAX THE COMPLETED APPLICATION.

See terms, rates, and fees
in the Terms and Conditions.

List employees who you wish to receive cards *(Use an additional page if necessary)*

Name to Appear on Card	Credit Limit	Social Security Number	Date of Birth (MM/DD/YY)	Signature

TOTAL OF CREDIT LINES REQUESTED: \$ _____
For credit card lines of \$25,000 or more, additional documentation may be required.

THIS SECTION WAS COMPLETED BY:
SIGNATURE: _____
PRINT NAME: _____
TITLE: _____

Business Reference

Company Name/Bank Name

Company/Bank Address

Phone Number

Contact Name

FOR BANK USE ONLY Name of banker sending or faxing application: Robert Sharp, VP Branch Manager Phone Number: 760-923-1507

PLEASE PRINT, SIGN AND MAIL OR FAX THE COMPLETED APPLICATION.

**Mammoth Lakes Foundation
2017-2018 Meeting & Event Calendar**

Date	Activity	Time	Location
July 4	The Annual 4th of July Parade	11am	Mammoth Lakes
July 13 - 15	Foundation Food & Wine Event	Various	Mammoth Lakes
August 17	Welcome BBQ @ SGSA	3pm	SGSA
August 24	Dave McCoy's 102nd Birthday	All Day	Worldwide
August 26	Foundation Board Meeting	8:30am	Foundation Library
August 27	Foundation / DSES Golf Classic	8am	Sierra Star
August 30 - September 3	Always Patsy Cline	Various	Edison Theatre
October 19 - 29	The Crucible	Various	Edison Theatre
November 12	Thacher Hurd	Various	Edison Theatre
November 20	Annual Newsletter		
November 28	Foundation Executive Committee	3pm	Foundation Library
November 28	Giving Tuesday	Digital	Worldwide
December 2	Foundation Board Meeting	8:30am	Foundation Library
December 3	Poetry Out Loud	7pm	Bridgeport
December 11	Fall Appeal		
December 14 - 30	The Ultimate Christmas Show	Various	Edison Theatre
January 13 & 14	Drunk With Hope	Various	Edison Theatre
February 8 - 18	The Importance of Being Earnest	Various	Edison Theatre
March 11	Tahoe Film Festival	Various	Edison Theatre

March 13	Foundation Executive Committee	Various	Foundation Library
March 17	Foundation Board Meeting	8:30am	Foundation Library
April 15	Spring Appeal		
May 11	MLF Graduation Breakfast	9am	Foundation Library
May 23 - 27	Mammoth Lakes Film Festival	Various	A Variety of Venues
June 30	End of the Fiscal Year		

08.16.17

Our mission is to support higher education and cultural enrichment in the Eastern Sierra