

ESTA BOARD AGENDA

Regular Meeting

Friday, June 9, 2023 at 11:00am
Town of Mammoth Lakes Council Chambers
437 Old Mammoth Rd., Ste. Z, Mammoth Lakes, CA
The Agenda is available at www.estransit.com

Chairperson: Karen Schwartz

Vice-Chairperson: Chris Bubser

Board Members:

Chris Bubser (Mammoth Lakes)
Karen Schwartz (Bishop)
Karen Kong (Bishop)
Trina Orrill (Inyo County)

Jeff Griffiths (Inyo County)
Rhonda Duggan (Mono County)
Bill Sauser (Mammoth Lakes)
Bob Gardner (Mono County)

Note: In compliance with the Americans with Disabilities Act, if an individual requires special assistance to participate in this meeting, please contact Eastern Sierra Transit at (760) 872-1901 ext. 15 or 800-922-1930. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 13.102-35.104 ADA Title II)

Voice recorded public comment: To submit public comment via recorded message, please call 760-872-1901 ext. 12 by 4pm Thursday, June 8. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be shared at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email pmoores@estransit.com by 4pm Thursday, June 8 and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be shared with all attending Board members.

HOW TO VIRTUALLY ATTEND THE ESTA BOARD MEETING:

Listen to the meeting via phone by calling 669-900-9128 enter meeting code: 760-871-1901#, if prompted, use password 753752. Join the ZOOM meeting on your computer or mobile device by using this link:

<https://us02web.zoom.us/j/7608711901?pwd=VS9TeE4rU0NleWFCY0JTOVhzejEyQT09>

Remember, to eliminate feedback, use only one source of audio for the meeting, not both the phone and the computer.

Begin Recording Meeting & Call to Order

Roll Call

Pledge of Allegiance

Public Comment*: The Board reserves this portion of the agenda for members of the public to address the Eastern Sierra Transit Authority Board on any items not on the agenda and within the jurisdiction of the Board. The Board will listen to all communication, but in compliance with the Brown Act, will not take any action on items that are not on the agenda.

*Check meeting attendees. Read emails and/or phone calls submitted.

A. Consent Agenda (Board Action Required)

The following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the ESTA or public wishes an item removed. If discussion is desired by anyone, the item will be removed from the consent agenda and will be considered separately. Questions of clarification may be made by ESTA Board members, without the removal of the item from the Consent Agenda.

- A-1 Approval of Regular Meeting Minutes of April 14, 2023
- A-2 FY 2023-24 Budget
- A-3 Mammoth Lakes Service Contract

B. Information Agenda (Receive and File Only)

The following items are presented as information only. Staff is prepared to answer questions on these items, and may verbally emphasize points as necessary. Otherwise, if no member of the public or Board wishes to open a discussion, the Information Agenda will stand as presented, and the meeting will move to the next section.

- B-1 Executive Director's Report
- B-2 Financial Report for 2022/23

C. Closed Session

- C-1 CONFERENCE WITH LEGAL COUNSEL: It is the intention of the Board to meet in closed session concerning the following item: Executive Director Performance Evaluation (Govt. Code Section 54957). CLOSED SESSION DISCUSSION/POSSIBLE ACTION Conference with Labor Negotiators. (Pursuant to Government Code Section 54957.6)

- C-2 Report on Closed session as required by law.

D. Action Agenda (Board Action Required)

- D-1 Executive Director Contract

Open Public Hearing

D-2 Bishop Creek Shuttle Discontinuation
Close Public Hearing

D-3 6-Month Service Review

E. Board Member Comments

F. Adjournment

The next regularly scheduled meeting is July 14, 2023 at 9:00 am, in Bishop, CA. Check ESTA website for details on attending the meeting.

**Eastern Sierra Transit Authority
Minutes of April 14, 2023 Meeting**

Call to Order - 11:02 A.M. Friday, April 14, 2023

Chairperson Schwartz called The meeting of Eastern Sierra Transit Authority to order at 11:02 am in the Inyo County Consolidated Office Building at 1360 N Main St., Bishop CA Room 200

ROLL CALL

A quorum was established by roll call.

PRESENT:

Chairperson Karen Schwartz, Boardmember Sauser, Vice Chairperson Bubser and Boardmember Duggan Boardmember Kong joined the meeting at 11:11 am.

ABSENT:

Boardmember Orrill, Boardmember Griffiths and Boardmember Gardner.

Pledge of Allegiance

Chairperson Schwartz led the Pledge of Allegiance.

Public Comment: NONE

Information Agenda

B-1 Mr. Moores presented the Executive Directors Report

There was discussion between the board and Mr. Moores

B-2 Financial Report FY 2022/23

B-3 Preliminary Budget FY23/24 Budget

Consent Agenda

It was moved by Board Member Sauser and seconded by Board Member Duggan to approve the consent Agenda

A-1 Approval of Regular Meeting Minutes of February 10, 2023

A-3 Mammoth Mountain Ski Resort Free Ride MOU

A-4 LCTOP Grant Authorization

Carried by a 5-0 roll call vote with Board members Griffiths, Gardner and Orrill absent.

Action Agenda

D-2 Charter Fair Increase

Public comment: Max Allen: Would prefer there to not be an increase.

Director Kong motioned and Director Duggan 2nd to accept the Charter Fair Increase

The motion passed 5-0 with Directors Gardner, Giffiths & Orrill absent

Chairperson Schwartz closed the regular session at 11:37 to open in closed session

**Eastern Sierra Transit Authority
Minutes of April 14, 2023 Meeting**

Closed session ended at 11:55 and Mr. Moore said there is nothing to report

D-1 Executive Directors Contract was tabled for the next board meeting.

Board Member comments:

Boardmember Duggan gave a comprehensive update on snowpack conditions and the impact to the community.

Board Member Bill Sauser commented that the longer we stay cool, 10 degrees below avg. the more flooding there will be later on.

Chairperson Schwartz spoke of the Bishop Whitney Allen project. Applied for an Urban Greening Grant. There will be a Pedestrian walkway off Main St. Real exciting project for downtown Bishop. The medians are almost in on Main St.

Adjournment

The meeting was adjourned at 12:08 pm to the next regular meeting scheduled to be held May 12th, 2023 at 9:00 am in the Town of Mammoth Lakes Council Chambers, 437 Old Mammoth Rd., Ste. Z, Mammoth Lakes, CA

Recorded & prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: Eastern Sierra Transit Authority FY 2023/24 Budget
Presented by: Phil Moores, Executive Director
Dawn Vidal, Administration Manager

BACKGROUND:

The Eastern Sierra Transit Authority's Budget Policy states that the Authority will strive to develop, consider and approve the fiscal year operating and capital budgets prior to the commencement of the fiscal year. A proposed FY 23/24 budget is presented here.

ANALYSIS:

The proposed budget is included on the following pages. Budget numbers from FY 22/23 are provided to allow for comparison. Our budget preparation this year required more risk in our approach to Labor, Maintenance, and Fuel expenses. This was necessary to balance the large wage increases for staff. The overall budget is balanced, but reserves may be needed if expenses run higher than expected.

Capital assumptions are not definite, but are included because there are plans in place to make purchases. Most of the items on the capital budget are for the purchases of buses that were expected to arrive in FY 22/23 and did not due to a shortage or parts for new buses.

No expense is expected on the construction of the new Bishop Administrative Building, but we expect the A&E plans will be completed.

There are sufficient reserves to pay matching grant funds on vehicles.

FINANCIAL CONSIDERATIONS

The Authority's FY 2023/24 budget will define the agency's finances for the year. The budget has been developed in compliance with the Authority's Budget Policy.

RECOMMENDATION

The Board is requested to review and approve the proposed FY 2023/24 Operating and Capital budget.

Budget 2023-24

indicates updated with firm 2022-23 data

REVENUE	FY20/21 Budget	FY 22/23 Budget	FY 23/24 Budget	Variance	Var. %	Comment
4061 LOCAL TRANSPORTATION TAX	985,758	1,590,020	1,716,105	126,085	7.9%	Includes request for reserve funds
4065 STATE TRANSIT ASST	321,219	478,665	617,902	139,237	29.1%	
4301 INTEREST FROM TREASURY	12,000	35,000	40,000	5,000	14.3%	Based on actual 22_23 YTD
4498 STATE GRANTS	44,520	80,044	80,528	484	0.6%	LCTOP MMX Exp.
4499 STATE OTHER (SGR)	73,910	78,840	83,004	4,164	5.3%	
4555 FEDERAL GRANTS	1,269,256	961,739	1,303,408	341,669	35.5%	5311f, 5310, 5311, 5304, No Additional Cares
4599 OTHER AGENCIES	1,044,268	1,078,792	1,080,406	1,614	0.1%	TOML and Kern revenue, Projecting MMSA at normal levels, Reds at lower
4819 SERVICES & FEES	1,385,410	2,405,107	2,052,269	-352,838	-14.7%	levels due to construction
4959 MISCELLANEOUS REVENUE	12,000	24,000	50,000	26,000	108.3%	Advertising Revenue, utility payments from TOML
Total	5,148,340	6,732,207	7,023,622	291,415	4.3%	
Less Site Improvements						
Total Revenue for Operating	5,148,340	6,663,207	7,023,622	360,415	5.4%	
4067 CAPITAL RESTRICTED STA	355,378	377,707	170,191	-207,516	-54.9%	Match for vehicles
4066 PTMISEA	90,319	92,000	0	-92,000	-100.0%	Program ended- funds received
4495 STATE GRANTS - CAPITAL	52,959	45,209	46,584	1,375	3.0%	LCTOP Electric Vehicle
4557 FEDERAL GRANTS CAPITAL	2,084,555	1,376,575	1,189,429	-187,146	-13.6%	One trolley, nine buses (5339a, 5310, PTMISEA)
Total Capital Object Codes	2,583,211	1,891,491	1,406,204	-485,287	-25.7%	
Plus Trolley Match from above	83,210	69,000	0			
Plus Site Improvements from above						
Total Revenue for Capital	2,666,421	1,960,491	1,406,204	-485,287	-24.8%	
Total Revenue Operating and Capital:	7,814,761	8,623,698	8,429,826	-124,872	-1.4%	
EXPENSES	FY 20/21	FY 22/23	FY 23/24	Variance	Var. %	
5001 SALARIED EMPLOYEES	1,467,779	1,709,481	2,060,840	351,359	20.6%	Salary increases
5003 OVERTIME	65,684	125,820	133,659	7,839	6.2%	Salary increases
5005 HOLIDAY OVERTIME	124,696	124,726	145,016	20,290	16.3%	Salary increases & additional holiday
5012 PART TIME EMPLOYEES	455,497	535,473	558,746	23,272	4.3%	Reduced number of part time employees
5021 RETIREMENT & SOCIAL SECURITY	54,089	61,898	71,320	9,422	15.2%	
5022 PERS RETIREMENT	260,870	260,870	234,910	-25,960	-10.0%	Includes Unfunded Liability
5025 RETIREE HEALTH BENEFITS	0	3,720	0	-3,720	0.0%	Paid under medical benefits 15% increase for 6 months & 5 more benefitted
5031 MEDICAL INSURANCE	249,640	329,850	395,470	65,620	19.9%	employees Vision/dental increase last negotiation(50% increase) ,
5043 OTHER BENEFITS	33,350	37,983	54,583	16,600	43.7%	5% Life insurance Reflects wage increase and additional benefitted
5045 COMPENSATED ABSENCE EXPENSE	190,000	204,240	200,460	-3,780	-1.9%	employees
5047 EMPLOYEE INCENTIVES	2,250	7,400	7,700	300	4.1%	
5111 CLOTHING	1,000	2,500	4,000	1,500	60.0%	New hires and replacements
5152 WORKERS COMPENSATION	120,220	100,638	86,644	-13,994	-13.9%	Pay in advance
5154 UNEMPLOYMENT INSURANCE	75,000	40,000	13,750	-26,250	-65.6%	Projecting average costs
5158 INSURANCE PREMIUM	219,580	195,440	190,907	-4,533	-2.3%	Pay in advance
5171 MAINTENANCE OF EQUIPMENT	611,000	727,333	696,120	-31,213	-4.3%	Some aging fleet will be replaced,adding 5173
5211 MEMBERSHIPS	1,300	1,400	1,475	75	5.4%	New Bishop Phone System, Mammoth Cameras
5232 OFFICE & OTHER EQUIP < \$5,000	12,050	16,900	19,750	2,850	16.9%	trackers
5238 OFFICE SUPPLIES	7,000	9,000	9,000	0	0.0%	
5253 ACCOUNTING & AUDITING SERVICE	49,400	51,168	61,606	10,439	20.4%	Audit prices up, inyo up 5%
5260 HEALTH - EMPLOYEE PHYSICALS	5,890	7,000	7,500	500	7.1%	Provider prices have increased
5263 ADVERTISING	34,000	45,900	45,600	-300	-0.7%	recruiting, Reno Saturdays, MMX Saturdays Ticket sales, Electrification Plan, IT, per diem board,
5265 PROFESSIONAL & SPECIAL SERVICE	219,694	312,595	525,948	213,353	68.3%	microtransit plan, A&E Bishop building
5291 OFFICE, SPACE & SITE RENTAL	174,844	229,740	229,540	-200	-0.1%	22/23 Greyhound budgeted too high
5311 GENERAL OPERATING EXPENSE	82,680	89,375	107,475	18,100	20.3%	Routematch increase, vendor price increases
5326 LATE FEES & FINANCE CHARGES	0	300	125	-175	-58.3%	Previously included in general operating
5331 TRAVEL EXPENSE	3,225	17,100	11,400	-5,700	-33.3%	eliminate Pers Forum this year/1 TSI Course
5332 MILEAGE REIMBURSEMENT	29,355	28,000	28,000	0	0.0%	NEMT mileage reimbursements
5351 UTILITIES	60,000	81,845	91,249	9,404	11.5%	elec van, add'l dispatch phone, snow removal
5352 FUEL & OIL	474,306	895,964	700,360	-195,604	-21.8%	
5539 OTHER AGENCY CONTRIBUTIONS	52,334	52,000	30,000	-22,000	-42.3%	Expect less ridership due to construction restraints
5046 OPEB EXPENSE	0	60,000	60,070	70	-	
5901 CONTINGENCIES	50,700	128,351	71,371	-56,980	-44.4%	Must be at least 1% of operating budget

BUDGET UNIT DETAIL

	153202	153203	153204	153205	153215	153216	153207	612502	153209	153210	612506	612489	614503	612504	153214	612507
REVENUE	Inyo	Mono	Bishop	TOML	Reno	Lancaster	Special	Planning	Reds	MMSA	LCTOP MMX	HEMT	Yard	LCTOP Electric	Reds Road	Building
4061 LOCAL TRANSPORTATION TAX	398,631	213,115	398,623	326,057	187,168	160,000	0	7,863	0	0	24,648	0	0	0	0	0
4065 STATE TRANSIT ASST	147,996	135,202	147,996	186,708	0	0	0	0	0	0	0	0	0	0	0	0
4301 INTEREST FROM TREASURY	10,000	10,000	10,000	10,000	0	0	0	0	0	0	0	0	0	0	0	0
4498 STATE GRANTS	0	0	0	0	0	0	0	0	0	0	80,528	0	0	0	0	0
4499 STATE OTHER (SGR)	19,881	18,162	19,881	25,081	0	0	0	0	0	0	0	0	0	0	0	0
4555 FEDERAL GRANTS	143,013	94,886	143,013	131,034	340,441	308,022	0	115,000	0	0	28,000	0	0	0	0	0
4599 OTHER AGENCIES	0	0	0	1,065,406	0	24,000	0	0	0	0	0	0	0	0	0	0
4619 SERVICES & FEES	57,000	9,200	75,500	10,000	185,000	79,000	0	0	390,000	1,188,569	6,000	0	0	0	52,000	0
4655 MISCELLANEOUS REVENUE	6,500	0	6,500	29,000	0	0	0	0	2,000	6,000	0	0	0	0	0	0
TOTAL (includes trolley and site improvement funds)	783,020	480,565	801,512	1,774,285	712,609	571,022	0	122,863	392,000	1,194,569	111,176	28,000	0	0	52,000	0
Total Revenue for Operating	770,486	468,031	788,978	1,761,752	712,609	571,022	0	122,863	392,000	1,194,569	111,176	28,000	0	0	52,000	0
4067 CAPITAL RESTRICTED STA	88,064	0	82,127	0	0	0	0	0	0	0	0	0	0	0	0	0
4066 PTMSEA	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4495 STATE GRANTS - CAPITAL	0	0	0	0	0	0	0	0	0	0	0	0	0	46,584	0	0
4557 FEDERAL GRANTS CAPITAL	321,936	631,732	0	235,761	0	0	0	0	0	0	0	0	0	0	0	0
Total (without trolley match)	410,000	631,732	82,127	235,761	0	0	0	0	0	0	0	0	0	46,584	0	0
Plus Trolley match from above	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Plus Site Improvements from above	12,534	12,534	12,534	12,534	0	0	0	0	0	0	0	0	0	0	0	0
Total Revenue for Capital	422,534	644,266	94,661	248,295	0	0	0	0	0	0	0	0	0	46,584	0	0
Total Revenue Operating and Capital:	1,193,020	1,112,297	883,639	2,010,046	712,609	571,022	0	122,863	392,000	1,194,569	111,176	28,000	0	46,584	52,000	0
EXPENSES	Inyo	Mono	Bishop	TOML	Reno	Lancaster	Special	SRTP	Reds	MMSA	LCTOP MMX	HEMT	Yard	LCTOP Electric	Reds Road	Building
5001 SALARIED EMPLOYEES	262,539	131,669	273,921	613,382	186,864	151,411	1250	0	119,053	299,025	16,004	5,691	0	0	0	0
5003 OVERTIME	5,432	11,814	4,007	47,961	6,040	3,911	0	0	19,463	34,457	449	125	0	0	0	0
5005 HOLIDAY OVERTIME	15,543	6,653	15,770	48,180	8,800	7,170	30	0	7,700	34,490	1,160	140	0	0	0	0
5002 PART TIME EMPLOYEES	85,940	23,399	77,236	124,059	21,794	17,766	270	0	61,968	157,310	8,985	0	0	0	0	0
5021 RETIREMENT & SOCIAL SECURITY	8,504	4,875	9,089	18,622	5,569	4,656	50	0	5,486	13,595	781	94	0	0	0	0
5022 PERS RETIREMENT	33,940	11,430	34,410	67,070	18,950	16,850	100	0	14,060	35,250	2,350	500	0	0	0	0
5025 RETIREE HEALTH BENEFITS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5031 MEDICAL INSURANCE	69,600	21,750	67,420	110,720	33,260	28,000	320	0	16,890	42,790	3,960	760	0	0	0	0
5043 OTHER BENEFITS	7,062	2,329	7,803	17,519	3,460	2,353	0	0	3,789	9,831	436	0	0	0	0	0
5045 COMPENSATED ABSENCE EXPENSE	22,500	8,750	22,500	65,000	15,191	11,958	0	0	18,061	35,000	1,500	0	0	0	0	0
5047 EMPLOYEE INCENTIVES	1,400	1,100	1,400	1,400	0	0	0	0	1,150	1,250	0	0	0	0	0	0
5111 CLOTHING	200	200	200	1,100	200	200	0	0	800	1,100	0	0	0	0	0	0
5152 WORKERS COMPENSATION	10,600	4,400	10,800	25,640	5,900	5,500	304	0	6,100	16,700	700	0	0	0	0	0
5154 UNEMPLOYMENT INSURANCE	1,000	500	1,000	4,250	0	0	0	0	3,500	3,500	0	0	0	0	0	0
5158 INSURANCE PREMIUM	21,000	8,640	22,100	47,757	11,590	10,250	0	0	20,650	47,910	1,010	0	0	0	0	0
5171 MAINTENANCE OF EQUIPMENT	57,710	15,060	58,240	187,460	66,000	61,390	80	0	90,490	168,760	10,910	0	0	0	0	0
5211 MEMBERSHIPS	210	240	240	235	140	140	0	0	130	140	0	0	0	0	0	0
5232 OFFICE & OTHER EQUIP - < \$5,000	2,734	1,428	2,466	4,521	1,902	1,870	0	0	1,485	3,294	50	0	0	0	0	0
5238 OFFICE SUPPLIES	1,070	298	1,148	2,500	967	830	0	0	528	1,515	144	0	0	0	0	0
5253 ACCOUNTING & AUDITING SERVICE	7,336	2,035	7,873	17,137	6,607	5,674	0	0	3,608	10,363	985	0	0	0	0	0
5260 HEALTH - EMPLOYEE PHYSICALS	892	248	957	2,083	806	692	0	0	440	1,262	120	0	0	0	0	0
5263 ADVERTISING	3,909	3,909	3,909	5,909	9,683	9,683	0	0	3,000	4,000	1,600	0	0	0	0	0
5265 PROFESSIONAL & SPECIAL SERVICE	12,137	9,317	12,362	52,155	16,644	14,281	0	115,000	37,857	16,696	499	0	0	0	0	239,000
5291 OFFICE, SPACE & SITE RENTAL	13,056	3,189	13,333	81,557	12,166	8,056	0	0	40,662	50,107	1,394	0	0	0	0	0
5311 GENERAL OPERATING EXPENSE	20,596	3,963	24,667	21,648	9,641	8,305	0	0	4,457	12,787	1,422	0	0	0	0	0
5325 LATE FEES & FINANCE CHARGES	25	25	25	25	25	25	0	0	25	25	0	0	0	0	0	0
5331 TRAVEL EXPENSE	1,354	377	1,456	3,167	1,225	1,052	0	0	669	1,919	182	0	0	0	0	0
5332 MILEAGE REIMBURSEMENT	0	0	0	0	0	0	0	0	0	0	28,000	0	0	0	0	0
5351 UTILITIES	5,893	1,649	6,222	37,977	4,645	4,057	0	0	1,247	28,641	919	0	0	0	0	0
5352 FUEL & OIL	79,779	15,894	81,708	185,565	81,909	76,179	1000	0	100,281	64,500	13,545	0	0	0	0	0
5539 OTHER AGENCY CONTRIBUTIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	30,000	0
5046 OPEB EXPENSE	0	40,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5001 CONTINGENCIES	35,686	35,686	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Operating Expenses	767,645	370,215	762,261	1,774,579	529,952	452,233	3,404	115,000	589,594	1,096,227	69,105	0	0	0	30,000	239,000
5798 CAPITAL REPLACEMENT	11,657	4,873	11,657	54,819	0	0	0	0	12,555	50,220	0	0	0	0	0	0
Total Ops Exp and Capital Replace:	779,301	375,088	773,917	1,829,397	529,952	452,233	3,404	115,000	602,149	1,146,448	69,105	0	0	0	30,000	239,000
Total Revenue for Operating	770,486	468,031	788,978	1,761,752	712,609	571,022	0	122,863	392,000	1,194,569	111,176	28,000	0	0	52,000	0
Revenue Minus Operating Expenses:	-8,815	92,944	15,061	-67,646	162,657	118,789	-3,404	7,863	-210,149	48,122	42,071	28,000	0	0	22,000	-239,000
5640 STRUCTURES & IMPROVEMENTS	5,650	1,576	6,054	171	4,677	3,980	0	0	0	0	693	0	0	0	0	0
5645 SITE IMPROVEMENTS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5650 EQUIPMENT	360,000	624,600	360,000	346,000	0	0	0	0	0	0	0	0	0	0	0	0
5655 VEHICLES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Capital Expenses	365,650	626,176	366,054	346,171	4,677	3,980	0	0	0	0	693	0	0	0	0	0
Total Capital Revenue	422,534	644,266	94,661	248,295	0	0	0	0	0	0	0	0	0	0	0	0
Revenue Minus Capital Expenses	56,884	18,090	-271,393	-97,876	-4,677	-3,980	0	0	0	0	-693	0	0	0	46,584	0
TOTAL EXPENDITURES	1,144,951	1,001,263	1,139,971	2,175,568	534,629	456,213	3,404	115,000	602,149	1,146,448	69,798	35,310	0	0	30,000	239,000
Net Revenue minus Expense	48,069	111,034	-256,332	-165,5												

Total Operating Expenses:	5,210,832	6,517,410	6,854,595	337,185	5.2%	
5789 CAPITAL REPLACEMENT	123,490	145,780	169,027	23,247	15.9%	Amounts per Feb 2021 Capital Replacement funding plan
Total Ops Exp and Capital Replace:	5,334,322	6,663,190	7,023,622	360,432	5.4%	
Adjusted Operating Revenue	5,148,340	6,663,207	7,023,622	360,415	5.4%	
Revenue Minus Operating Expenses:	-185,982	17	0			
5640 STRUCTURES & IMPROVEMENTS	704,593	13,800	0	-13,800	-100.0%	No work expected on Bishop Admin Building
5645 SITE IMPROVEMENTS	0	13,800	22,800	9,000	-	Parking Lot , def pump
5650 EQUIPMENT	0	0	0	0	-	
5655 VEHICLES	1,961,828	2,266,219	1,690,600	-575,619	-25.4%	1 trolley, 9 buses
Total Capital Expenses	2,666,421	2,293,819	1,713,400	-580,419	-25.3%	
Total Capital Revenue	2,666,421	1,960,491	1,406,204	-485,287	-24.8%	
Revenue Minus Capital Expenses	0	-189,670	-307,196			
TOTAL EXPENDITURES	8,000,743	8,957,009	8,737,022	-219,987	-2.5%	
NET REVENUE & LCTOP FUNDS MINUS EXPENSES	-185,982	-189,653	-307,196			
	FY20/21	FY 22/23				
	Budget	Budget	FY 23/24			

Subject: Service Agreement with Mammoth Lakes

Prepared by: Phil Moores, Executive Director

BACKGROUND:

The last service agreement revision with the Town of Mammoth Lakes (Town) was executed in January 2022.

ANALYSIS:

The Agreement with the Town was revised last year to better define the relationship between the Town and ESTA.

FINANCIAL CONSIDERATIONS:

The new 2023 contract reflects changes to the billable rates for Town and ESTA services. The Town currently bills ESTA \$108 for shop services, and 10 cents over cost for fuel. We propose a raise in the billable bus service rates from \$51.65 to \$54.65 per hour. This increase is a direct result of increasing driver wages and maintenance costs. Wages were determined to be a factor in driver recruitment and increases were necessary to ensure appropriate staffing on the routes. The contract is for around 19,058 hours of service which means the annual TOML cost for service will increase by around \$57,174.

RECOMMENDATION:

Staff recommends the ESTA Board authorize the Executive Director to execute a service agreement between the Town and the Eastern Sierra Transit Authority for transit related services.

**AGREEMENT FOR THE PROVISION OF TRANSIT AND RELATED
SERVICES**

by and between

TOWN OF MAMMOTH LAKES

and

EASTERN SIERRA TRANSIT AUTHORITY

July 1, 2023

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**AN AGREEMENT BETWEEN THE TOWN OF MAMMOTH LAKES
AND THE EASTERN SIERRA TRANSIT AUTHORITY FOR THE PROVISION OF TRANSIT
AND RELATED SERVICES**

THIS Agreement, is made and entered into this 1st day of July, 2023, by and between the Town of Mammoth Lakes (hereinafter "TOWN"), a municipal corporation, and The Eastern Sierra Transit Authority (hereinafter "ESTA"), a joint powers authority formed by Inyo County, Mono County, City of Bishop and Town of Mammoth Lakes.

W I T N E S S E T H

WHEREAS, TOWN is authorized by Government Code §39732 to furnish and operate public transportation services; and

WHEREAS, ESTA is a Joint Powers Authority created pursuant to Government Code §6500 et. seq. to provide public transit services within the boundaries of its member entities; and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement (sometimes referred to herein as JPA agreement) to submit claims to the Mono County Local Transportation Commission on behalf of the Town of Mammoth Lakes in accordance with the Transportation Development Act (TDA) and its regulations, and to receive funds, and to provide transit services on behalf of the Town of Mammoth Lakes; and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to seek and obtain funds from other sources to provide additional transit services beyond those funded through TDA; and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to contract with its member entities to provide services above the level of service funded through TDA or other funds obtained by ESTA; and

WHEREAS, ESTA is authorized by the Transit Authority Joint Powers Agreement to contract for other goods and services; and

WHEREAS, TOWN desires to contract for, and ESTA desires to provide, services above the level of service funded through TDA or other funds obtained by ESTA; and

WHEREAS, TOWN and ESTA desire to contract to provide other services including but not limited to: the use of TOWN office and vehicle storage space by ESTA, maintenance of ESTA vehicles by TOWN, purchase of fuel by ESTA from TOWN, and use of TOWN vehicles by ESTA;

NOW, THEREFORE, in consideration of the above, TOWN and ESTA agree as follows:

TOWN/ESTA

AGREEMENT

Section 1: Effective Date

This Agreement shall be effective when it has been approved by the Town Council of the Town of Mammoth Lakes and the Board of Directors of the Eastern Sierra Transit Authority.

Section 2: Commencement and Duration

This agreement has an initial term of five years. It shall subsequently automatically be extended for additional five-year terms unless either party provides notice to the other at least ninety (90) days in advance of a scheduled extension. The parties will attempt to negotiate any change in terms to this agreement prior to the acceptance of a final budget presented to either the Town Council of the Town of Mammoth Lakes or the ESTA Board of Directors for a given fiscal year, so that the budget may reflect the amended terms.

Section 3: Transit Services Provided by ESTA to TOWN

ESTA agrees to provide transit services to TOWN in accordance with the following terms and conditions:

1. General Terms and Conditions

- a. Services Provided under This Agreement. In accordance with the Transit Authority Joint Powers Agreement, the purpose of this agreement is to ensure the provision of transit services in the Town of Mammoth Lakes above the level of service funded through TDA, or by funds obtained by ESTA from sources other than the TOWN.
- b. Services Funded by TDA and Other Sources. In accordance with the Transit Authority Joint Powers Agreement, ESTA will submit claims to the Mono County Local Transportation Commission as an agent of the Town of Mammoth Lakes, and receive such funds, and provide services to the TOWN with those funds. However, those services and those funds are not and will not be governed by this agreement. A portion of the services described in this section will be funded by TDA and sources other than the TOWN. Those services and those funds are likewise not and will not be governed by this agreement. ESTA will establish a process to account for services provided with these funds.
- c. Billing Rates. The billing rates for the services provided pursuant to this agreement are provided in attachment "A". These rates may be adjusted annually prior to the submission of a draft budget to both the Board of Directors of ESTA and the Town Council of the Town of Mammoth Lakes.
- d. Services Funded by This Agreement. Services funded by this agreement shall consist of those specified in Attachment "B." To the extent that farebox revenue is required under the terms and conditions of TDA for any services specifically governed by the terms of this agreement an amount in lieu of the farebox revenue shall be funded by this agreement. In addition to the

provisions of Section 10 should for any reason ESTA not be able to provide the specified service level in spite of all reasonable efforts, ESTA shall not be held liable for services not provided. Such reasons may include without limit a shortage of qualified drivers, or a shortage of available vehicles necessary to operate such services.

- e. Other Services. ESTA will make every effort to provide additional services requested by Town on an as needed basis. Such services outside of the basic service level defined in Attachment “B” shall require a minimum of one-week notice to ESTA to arrange the necessary personnel and other resources to operate the service. All such services will be subject to federal charter regulations and ESTA’s charter policy.
- f. Fuel. TOWN shall provide access to fuel for all Town of Mammoth Lakes and ESTA vehicles at the TOWN Corporation Yard, located at 299 Commerce Drive, Mammoth Lakes.
- g. Fares. Fares, if any, for services that are funded in part by Town funds and in part by TDA (e.g. paratransit service) shall be established by mutual agreement of the ESTA Board of Directors and the Town of Mammoth Lakes Council.
- h. Federal and State Requirements: ESTA shall comply with all federal and state laws, regulations and requirements which apply to the services provided hereunder.
- i. Management: ESTA shall at all times be responsible for management of the services provided by it under this agreement.
- j. Drug and Alcohol Testing. ESTA shall provide pre-employment, post-accident, just-cause, and random drug and alcohol testing of its employees in accordance with Federal Transportation Administration regulatory requirements.
- k. Telephone Information, Reservations and Dispatching. ESTA shall provide all telephone and dispatch equipment necessary for it to receive reservations, provide information and dispatch services.

2. Equipment Including Vehicles

- a. TOWN Shall Provide Vehicles. TOWN shall at no charge to ESTA provide ESTA with access to all Town owned transit vehicles listed in Attachment “D” for use in providing services hereunder. ESTA shall pursue federal and state grant opportunities for vehicle replacement to minimize the fiscal impact on the Town for the purchase of vehicles.
- b. Availability. ESTA shall store all TOWN owned equipment including Town-owned vehicles at the Town Transit Facility, 210 Commerce Drive, Mammoth, CA. 93546.
- c. Alterations. ESTA shall not install equipment or make any alterations to any TOWN-owned equipment or vehicles without prior consent of TOWN.
- d. Use. TOWN-provided vehicles shall be used only for the services provided in and for the Town of Mammoth Lakes unless otherwise agreed by the parties.

- e. Repossession. In the event of termination of this Agreement, TOWN shall have the right to take immediate possession of all TOWN-provided vehicles.
- f. Other Equipment. ESTA is responsible for providing all other materials, supplies, and/or equipment needed to perform Agreement, which are not otherwise specifically provided by TOWN.
- g. Dispossession of Equipment. ESTA may dispose of TOWN owned equipment only with the prior written consent of the TOWN. ESTA shall use any proceeds of disposed TOWN owned equipment for replacement of equipment used to serve the transportation needs of the TOWN.

3. Maintenance of Equipment

- a. Safety Inspections. TOWN and ESTA are subject to annual inspection by the Motor Carrier Unit of the California Highway Patrol (CHP) annually (Safety Compliance Report CHP-343). ESTA must attain satisfactory rating in the driver records category of this Safety Compliance Report. ESTA must expeditiously correct any deficiencies noted on driver's report. TOWN must attain satisfactory rating regarding all maintenance items. Should TOWN fail to attain a satisfactory rating, ESTA may terminate this agreement should acceptable corrective action not be taken within 30 days or upon re-inspection by CHP whichever comes first.
- b. Interior & Exterior Cleaning and Maintenance. ESTA shall maintain the exterior and interior cleanliness of all vehicles to the highest standards at all times.
- c. Maintenance Rate. ESTA shall pay the TOWN for vehicle maintenance services for vehicles owned by ESTA at the rate set forth in Attachment "D" as it may be amended from time to time.

4. Advertising and Logo Program

- a. Advertising. TOWN and ESTA may agree upon policies and procedures for accepting advertising on vehicles used in the provision of services hereunder. If such policies and procedures are adopted, ESTA shall be responsible for accepting advertising in compliance with such policies and procedures. All proceeds from advertising shall be used by ESTA to continue transportation services to the TOWN and/or ESTA's entire service area. No third-party advertising shall be accepted until and unless TOWN and ESTA have agreed upon and adopted advertising policies and procedures, which either or both parties may decline to do in their respective sole discretion.
- b. ESTA Logo. Space shall be provided on all vehicles, bus stops, shelters, and other public transit facilities for the standard ESTA logo which is consistent in design and placement with that provided on ESTA-owned vehicles.

5. Administration, Reports, Accounting, Audits and Penalties

- a. Personnel and Training. ESTA shall provide sufficient supervisory employees, drivers and dispatching personnel to adequately handle the services it is required to provide under this

agreement. ESTA shall provide ongoing training, retraining, and safety education for all personnel that conforms to applicable regulatory requirements.

- b. Reports. ESTA shall develop and maintain records and reports for use in management and administration of the service. These reports shall document passenger information, cost and revenue data, and other information needed by the TOWN and ESTA to make decisions about the transit service.
- c. Accounting Practices. ESTA shall maintain its books of account as they relate to the programs identified in this agreement consistent with Generally Accepted Accounting Principles, and in TOWN-approved format.

6. Changes to Level of Service

- a. Services. The “services” are those described in Attachment “B”. TOWN may increase, decrease, or otherwise change the service as follows:

(1) Emergency Adjustments. Either TOWN or ESTA may authorize temporary emergency adjustments in service in the event of an emergency or circumstance which requires an immediate detour or other adjustment in routing.

(2) Adjustment Notification. The party initiating the emergency adjustment shall notify the other party immediately of such occurrence. TOWN shall specify steps to be taken by ESTA to notify patrons of the change in routing and/or scheduling necessitated by such emergency adjustments, and/or modifications to the emergency adjustments made by ESTA. Should ESTA in making temporary adjustments to service incur added expenses beyond those compensated under the primary terms of Agreement, TOWN and ESTA shall negotiate a fair and equitable adjustment in compensation for service.

(3) Non-Substantial Changes in Service Level. Non-substantial changes in service shall be defined as those which increase or decrease service hours by 10% or less of the annual total hours scheduled for operation. TOWN shall make its best effort to provide thirty (30) days’ notice of its requested non-substantial changes in service levels, except for “very minor changes” as described below. ESTA shall make its best effort to provide staff and of other resource to effectuate such changes. Requests for very minor changes shall be made with one week notice whenever possible. Very minor changes will generally consist of temporary changes in routes, such as changes necessitated by special events, road closures, utility work, or charter services.

(4) Substantial Changes in Service Level. Changes that increase or decrease service hours by more than 10% of the annual total hours scheduled for operation shall be considered substantial. TOWN shall make its best effort to provide sixty (60) days’ notice of its requested substantial changes, during which TOWN and ESTA shall discuss the proposed change and the ability of ESTA to provide the requested service as otherwise provided by this Agreement. If ESTA is able to make such changes in services, the parties shall execute an amendment to this agreement reflecting the agreed-upon changes.

7. Invoices.

ESTA will establish a process to account and bill TOWN for the services provided under and funded by this agreement using the billing rates provided in Attachment “A”. ESTA shall record all of TOWN’s transit service hours and shall provide TOWN with monthly invoices for the transit services ESTA has provided to TOWN during the previous month. TOWN agrees to and shall pay all such invoices within thirty days of receipt.

Section 4: Maintenance Requirements for ESTA Managed Buses

ESTA shall have overall responsibility for maintaining all buses that are operated by ESTA for TOWN services, with TOWN’s responsibilities being as set forth below. It shall be the responsibility of the TOWN to perform all necessary and required maintenance in a timely manner such that sufficient buses are available to ESTA to allow it to provide all services in and for the TOWN.

1. Preventive Maintenance Inspections and Service.

TOWN shall perform all preventive and demand maintenance on ESTA-managed buses in a timely manner and in compliance with all applicable regulatory requirements. ESTA may refuse to operate any vehicle which it deems unsafe or out of compliance with CHP or other statutory requirements or original equipment manufacturer’s specifications.

2. Development and Performance of Schedules.

ESTA shall provide to the TOWN schedules of preventive maintenance inspections and service, annual inspections and service, and major overhaul of TOWN buses, vehicles, and equipment used by ESTA in the performance of this agreement. TOWN shall use its best efforts to comply with schedules of preventive maintenance and annual inspections and service.

3. Document Maintenance and Production.

The TOWN shall maintain all documents related to the preventive maintenance and annual inspections and service of TOWN’s buses, vehicles and equipment and shall produce those documents to ESTA, the California Highway Patrol, and other entities upon ESTA’s request. If requested, the TOWN shall also make its supervising mechanic available during annual inspections by the California Highway Patrol in order to respond to any questions regarding maintenance.

4. Repairs.

The Town shall repair buses, vehicles and equipment under the following terms and conditions:

- a. Necessary Repairs. ESTA may communicate directly with the TOWN’s supervising mechanic to request necessary repairs. The Town shall schedule necessary repairs on ESTA’s buses, vehicles and equipment in a timely manner, subject to availability of staff, equipment, and parts. Necessary repairs shall include, but not be limited to the repair or replacement of engines, wheel bearings, wheel seals, air systems, brakes, axles, rear ends, transmissions, body panels, steering mechanisms, suspensions, electrical mechanisms, tires, fuel systems and other mechanical items.

- b. Priorities. In cases where buses, vehicles or equipment fail or break down, the TOWN shall prioritize repairs in order to expedite its return to service, subject to the availability of staff, equipment, and parts.
- c. Tools and Equipment. The TOWN shall provide and maintain such tools, equipment, and facilities as may be necessary for the maintenance, repair, and servicing of all of ESTA's buses, vehicles, and equipment. ESTA agrees to loan any of its tools or equipment to the TOWN that the TOWN needs and requests in order to comply with the terms of this Agreement.
- d. Parts and Materials. The TOWN shall have the right to purchase parts and materials from vendors of its choice. In doing so, the Town shall always attempt to obtain the best available price for the best available parts and materials. All parts used on ESTA buses shall be OEM or equivalent.
- e. Specialized Work. The TOWN may, in the discretion of its supervising mechanic, cause specialized work to be performed in commercial shops specializing in that work. Specialized work may include, but shall not be limited to body repair, engine rebuilding, radiator repair, alternator rebuilding, and machining of special parts. The TOWN shall obtain a copy of the work order performed on any vehicle in a commercial shop.
- f. Major Repairs. The TOWN's supervising mechanic shall keep ESTA informed of all potential or necessary major repairs of ESTA's buses, vehicles, and equipment. Before commencing any repairs exceeding \$5,000, Town shall obtain ESTA's consent for repair.
- g. Emergency Road Service. The TOWN agrees to provide emergency road service depending upon availability of personnel and equipment to ESTA. The TOWN shall respond to calls for road service by sending a mechanic and service truck to aide disabled ESTA-owned vehicles. Decisions in this regard shall be made by the TOWN's Fleet Superintendent.
- h. Charges. For making repairs, TOWN shall charge ESTA for the TOWN's costs, including labor, parts, and fuel as described in Attachment "D". ESTA and the TOWN agree that the charges for services and fuel performed and provided respectively, pursuant to this agreement will be reviewed and subject to change annually.
- i. Invoices. The TOWN shall send monthly invoices to ESTA for all repair work performed within the prior month. ESTA agrees to pay all monthly invoices within thirty days of receipt.

Section 5: Use of TOWN Fueling Facilities by ESTA

The TOWN grants ESTA the right to use the TOWN's fueling facilities to fuel TOWN and ESTA buses, vehicles and equipment upon the following terms and conditions:

1. Use of Key Fobs.

The TOWN shall issue key fobs to ESTA for all of the buses, vehicles and equipment that are authorized to use the TOWN's fueling facilities.

2. Ownership and Misuse of Key Fobs.

The TOWN shall retain ownership of all key fobs issued to ESTA during the term of this Agreement. ESTA shall be solely responsible for the consequences of any misuse of cards issued to ESTA personnel.

3. Invoices.

The TOWN shall record all of ESTA's fuel consumption from TOWN's fueling facility and shall provide ESTA with monthly invoices for its fuel consumption. ESTA agrees to pay all invoices within thirty days of receipt. (Fuel for TOWN buses will be paid for directly by the TOWN.) TOWN shall charge ESTA the rates for fuel set forth in Attachment "D", as it may be amended from time to time.

Section 6: Use of TOWN buses, vehicles and equipment by ESTA

Generally, TOWN provided vehicles are intended to be operated to provide services to residents and visitors to the Town of Mammoth Lakes, and as back up vehicles for those services. TOWN may permit use of TOWN owned buses, vehicles and equipment for ESTA provided services outside the scope of this agreement to the extent that all services as described in Attachment "B" are being met and Town owned vehicles are not exclusively used outside of Town. The following terms and conditions shall apply to any such authorized use:

1. Emergency Needs.

In the event of mechanical failure or other unscheduled unavailability of ESTA buses, vehicles, or equipment, TOWN may authorize use of TOWN vehicles or equipment on a temporary basis in order to assure continuity of service. Such use may be authorized by the Public Works Director. ESTA shall compensate the TOWN for this use in accordance with the schedule in Attachment "E".

2. Other Services.

In the event that ESTA desires to use TOWN-owned equipment for other regular services outside the scope of this agreement, it may apply to the Town Council of the Town of Mammoth Lakes for consideration of said service. If approved the terms and conditions associated for this regular service shall be documented in an amendment to this Agreement.

3. Other Terms and Conditions.

Operation of TOWN equipment by ESTA as provided in this section shall be in accordance with all other terms and conditions which apply to operation of TOWN-owned equipment as provided by this agreement.

Section 7: Administration of Agreement

ESTA's compliance with this Agreement shall be supervised and administered by TOWN by its Public Works Director

Section 8: Permits to Operate

At its sole cost and expense, ESTA shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or may be required by any agency to enable ESTA to perform Agreement, and shall provide copies of all such documents or entitlements to TOWN when received by ESTA.

Section 9: Notice of Deficiencies

TOWN's Public Works Director may issue a Notice of Deficiencies to ESTA, specifying areas of unsatisfactory performance, and specifying what improvements are necessary to correct the deficiency or deficiencies. Such notice shall specify the provision(s) of Agreement which address the issue. ESTA shall correct or in good faith commence to correct the deficiency within a reasonable period of time specified by TOWN not to exceed 30 days unless agreed to in advance by TOWN in writing.

Section 10: Force Majeure

ESTA shall not be charged, nor shall TOWN demand from ESTA, damages because of failure in providing the services described in this Agreement due to unforeseeable causes beyond the control and without the fault or negligence of ESTA. Such causes of excusable delay may include acts of public enemies, military attack and/or other actions, fires, floods, snow storms, earthquakes, epidemic, quarantine, restrictions, strikes, freight embargoes, public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

ESTA shall be entitled to no compensation for any service, the performance of which is excused pursuant to this paragraph.

In the event that ESTA is unable to provide the services required of it under this Agreement due to any cause, ESTA shall make a reasonable attempt to so notify the public including notification to local newspapers, and, if appropriate, local radio and television stations.

Whenever ESTA has knowledge that any actual or potential force majeure may delay or prevent performance of Agreement, ESTA, on a timely basis, shall notify TOWN of the facts and, thereafter, shall report to TOWN all relevant information then known to ESTA, and shall continue to so report.

Section 11: No Conflicting Uses

ESTA shall not operate, lease or charter TOWN-owned vehicles or equipment for any purpose other than for services for the TOWN, unless specifically authorized by TOWN.

Section 12: Notice

All notices shall be made by email, or hand-delivered, addressed as follows:

TOWN: Public Works Director
Town of Mammoth Lakes
HCR 79, Box 209
Mammoth Lakes, CA 93546

ESTA: Executive Director
Eastern Sierra Transit Authority
P.O. Box 1357
Bishop, CA 93515

Service of such notices shall be deemed complete three (3) days after deposit in the US Mail or on the date hand-delivered.

Section 13: Not an Agreement of Employment

It is understood and acknowledged that this Agreement is not a contract of employment between TOWN and ESTA, or any agents, officers, or employees of ESTA. ESTA is, and shall at all times be, deemed to be an independent contractor. ESTA is not authorized to bind the TOWN to any contracts or other obligations. ESTA is not an agent or employee of the TOWN except as provided in the Joint Powers Agreement and shall at no time represent itself to be such agent or employee except as provided in the agreement. Neither ESTA nor any of its employees or subcontractors shall be entitled to any benefits accorded to TOWN employees including but not limited to Workers Compensation, disability insurance, unemployment compensation, retirement benefits, vacation, or sick leave.

Section 14: Precedence of Agreement Documents

In the event of a conflict or ambiguity arising between this Agreement and other documents executed by the parties or any term therein, the document executed later in time shall prevail over the document executed earlier in time.

Section 15: Continuity

This Agreement is binding upon each of the parties and their respective heirs, shareholders, directors, partners, executors, and successors. Should ESTA change its structure during the term of this agreement, the TOWN reserves the right to terminate this agreement and to solicit new vendors for this service.

Section 16: Assignment (ESTA)

The performance of this Agreement may not be assigned, or in any way subcontracted on a continuing basis, except upon the prior written consent of TOWN. TOWN shall not consent to any proposed

assignment or subcontracting, novation, other writing, or agreement that would have the effect of relieving ESTA or ESTA's surety of their responsibility and/or liability under Agreement.

Section 17: Indemnification and Insurance Requirements

For all terms under Sections 3 and 6 of this agreement:

ESTA hereby agrees to indemnify and holds harmless TOWN, its officers, employees, and agents from any and all liability or claim of liability, including attorney's fees, arising by reason of personal injury, death or property damage and resulting from ESTA's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this agreement.

ESTA shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by ESTA, its agents, representatives, or employees. At any time following the initial five-year term of this Agreement, TOWN may require ESTA to increase the minimum insurance limits set forth below.

Minimum Limits of Insurance

ESTA shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Bonding Insurance: coverage for all ESTA employees who collect monetary payments for transit services rendered.

Verification of Coverage

ESTA shall furnish the TOWN with original endorsements effecting coverage required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the TOWN before work commences. TOWN reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

For all terms under Section 4 of this agreement:

TOWN hereby agrees to indemnify and holds harmless ESTA, its officers, employees, and agents from any and all liability or claim of liability, including attorney's fees, arising by reason of personal

injury, death or property damage to the extent resulting from TOWN's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this agreement.

For all terms under Sections 5 of this agreement:

ESTA hereby indemnifies and holds harmless TOWN, its officers, employees, and agents from any and all liability or claim of liability, including attorney's fees, arising by reason of personal injury, death or property damage and resulting from ESTA's negligence, recklessness or willful misconduct in the performance of its duties and obligations under this agreement.

Section 18: Successors

This Agreement shall be binding upon, and shall inure to the parties hereto, and their respective shareholders, partners, directors, agents, personal representatives, successors-in-interest, and assigns. ESTA shall not assign, sublet, or subcontract its rights or obligations under this Agreement, or charter TOWN-owned vehicles for the use of third parties without prior written consent from TOWN.

Section 19: Counterparts

This Agreement may be executed simultaneously or in counterparts, and each of the counterparts shall be deemed to be an original, but all such counterparts shall constitute one and the same Agreement.

Section 20: Governing Law and Venue

This Agreement shall be construed and enforced pursuant to the laws of the State of California. The venue for any action to interpret or enforce this Agreement shall be the Mono County Superior Court or the federal courts of the Eastern District of California.

Section 21: Compliance with Laws

In addition to the laws, statutes, rules, and regulations specifically set forth herein, ESTA shall comply with any and all applicable laws, ordinances, statutes, codes and regulations of the federal, state, and local governments. ESTA shall also comply with rules and regulations associated with any State or federal funding which is used in whole or part to fund services provided by this agreement.

Section 22: Termination

1. TOWN may terminate this agreement in the event of a material breach by ESTA. A "material breach" for this purpose shall constitute failure of ESTA to comply with any of the material terms of Agreement or to perform its obligations called for by Agreement if the failure continues for thirty (30) days after written notice has been given to ESTA.
2. ESTA has the right to terminate Agreement in the event of a material breach by TOWN. A "material breach" for this purpose shall constitute failure of TOWN to comply with any of the material terms of

Agreement or to perform its obligations called for by Agreement if the failure continues for thirty (30) days after written notice has been given to TOWN.

3. This Agreement may also be terminated at any time upon mutual consent of both parties.

Section 23: TOWN's Remedies on Breach and Waiver

It is understood and agreed that in the event of failure by ESTA to perform services required by Agreement, in addition to all other remedies, penalties and damages provided by law, TOWN may provide such services, and deduct the cost of doing so from the amounts due, or to become due to ESTA. The costs to be deducted shall be the actual costs to TOWN to provide such services, or the costs shown on the Payment Schedule, whichever is greater.

ESTA agrees that any waiver, or any breach or violation of any term or condition of this Agreement, or any failure to enforce any term or condition of this Agreement, shall not be deemed to be a waiver of any other term or condition contained herein, or a waiver of any subsequent breach or violation of the same, or any other term or condition. The acceptance by TOWN of the performance of any work or services by ESTA shall not be deemed to be a waiver of any term or condition of this Agreement.

Section 24: Additional Terms

The validity, legality, or enforceability, in whole, or in part of any provision of Agreement, shall not affect or impair the validity, legality, or enforceability, of other provisions.

This Agreement and all exhibits, addenda, and documents incorporated by reference herein, constitute the full and complete understanding of the parties, and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereto. The Agreement may only be modified by a written instrument signed by both parties hereto.

All reports, documents or other materials developed by TOWN or any other person engaged directly or indirectly by ESTA to perform the services required hereunder shall be and remain the property of TOWN without restriction or limitation upon their use by TOWN.

Section 25: Records

1. In addition to all other records required to be produced or maintained pursuant to this Agreement, ESTA shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to TOWN for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to ESTA pursuant to Agreement.
2. ESTA shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Attorney, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to TOWN for inspection in TOWN's offices when such documents are available at ESTA's address indicated for receipt of notices in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed Agreement the day and year herein above written.

TOWN OF MAMMOTH LAKES,
Municipal Corporation

EASTERN SIERRA TRANSIT AUTHORITY
Joint Powers Authority

By: _____

By: _____

Town Manager

Executive Director

Attachment A: Billing Rates

The billing rates for the services provided pursuant to this section are provided below. The Board of Directors of ESTA may adjust these rates annually on July 1 of each year subject to written concurrence by the Town of Mammoth Lakes.

ESTA Managed Vehicles \$ 54.65/hr.

Attachment B: Services

Services covered by this agreement shall be as specified in the table below.

Service	Hours
Purple Line	4,015
Town Trolley	10,775
Dial-a-Ride	2,268
Lakes Basin	1,848
Trippers	152
Total	19,058

Attachment C: Additional Service

From time to time, ESTA may provide services to TOWN outside the normal operating services. Charges for this extra service shall be charged at the established charter rate per the ESTA Charter Policy.

Attachment D: Town Vehicles and Maintenance Rates

The following list shall be updated regularly by the TOWN to reflect changes in the vehicle fleet.

Trolley #'s 901, 905, 906, 907, 908, 909

Shop Rates shall be reevaluated and updated by TOWN prior to July 1st of each fiscal year. The rates effective by the date signed for below shall be.

- Labor: \$108.00 per hour
- Materials and parts: actual cost, without markup
- Fuel: actual fuel cost plus ten cents per gallon

Attachment E: ESTA use of Town Vehicles

Billing rates shall be reevaluated and updated by TOWN prior to the presentation of the draft ESTA budget for that fiscal year.

Until and unless updated by TOWN, the rates shall be:

- Trolley \$ 200.00 per day
- Bus \$ 200.00 per day

STAFF REPORT

Subject: Executive Director’s Report
 Presented by: Phil Moores, Executive Director

Staffing

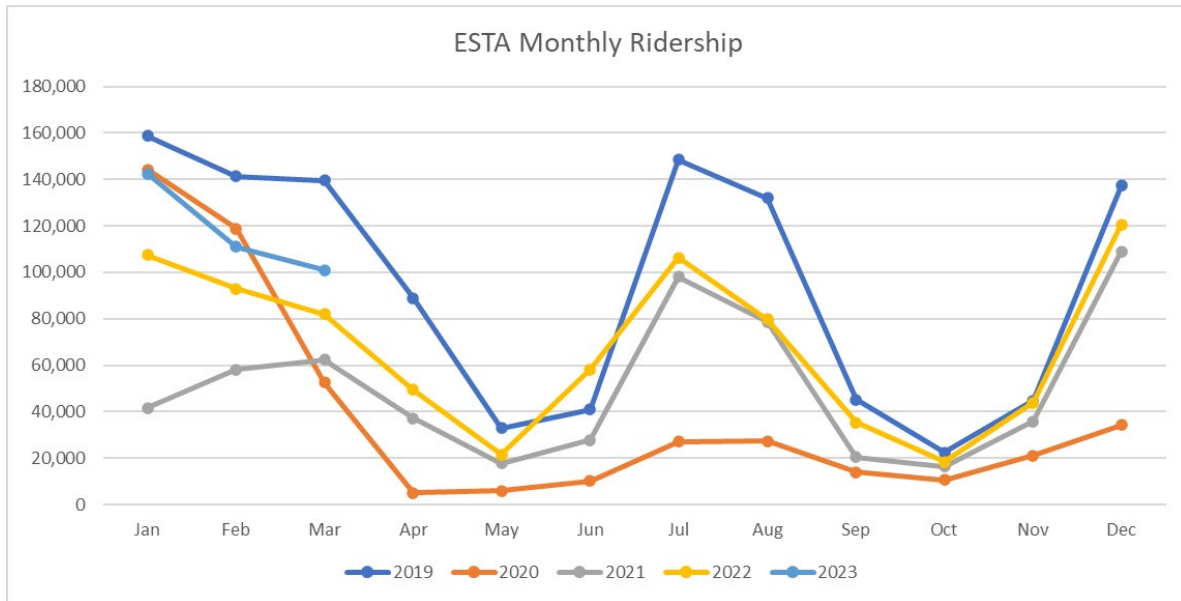
ESTA continues to recruit aggressively for drivers in Mammoth Lakes. The uncertain start in Reds Meadow makes the effort a little more difficult to judge. However, the recent wage increases are attracting new applicants

Ridership

Ridership is continuing to trend upwards with March’s ridership coming in stronger than last year. For the year, numbers are still a little down from 2019, but I am hopeful we will achieve the pre-Covid totals again in a couple years. There were no significant service cancellations effecting March ridership.

March Ridership Report							
Route	Pre-Covid 2019	2020	2021	2022	2023	Change Current vs. Last year	% Change Current vs Pre-Covid
BEN	22.00	27.00	15.00	0.00	8.00	8	-64%
BISDAR	3,686.00	2,555.00	2,449.00	2,721.00	3,778.00	1,057	2%
BPTCAR	14.00	20.00	6.00	16.00	10.00	-6	-29%
LANC	451.00	254.00	217.00	390.00	716.00	326	59%
LP/BIS	241.00	182.00	236.00	235.00	304.00	69	26%
LPDAR	367.00	402.00	417.00	418.00	457.00	39	25%
MAMFR	28,120.00	11,839.00	8,707.00	16,772.00	17,741.00	969	-37%
MDAR	605.00	105.00	239.00	174.00	223.00	49	-63%
MMSA	104,470.00	36,261.00	49,339.00	62,975.00	76,593.00	13,618	-27%
MXP	534.00	318.00	268.00	435.00	613.00	178	15%
NRIDER	373.00	159.00	88.00	244.00	278.00	34	-25%
RENO	524.00	426.00	462.00	671.00	272.00	-399	-48%
WLK	98.00	34.00	14.00	2.00	2.00	0	-98%
Total	139,505	52,582	62,457	85,053	100,995	15,942	-28%

The chart below shows the ridership by month since pre-Covid. The blue line is 2019, and the yellow line is 2022. Things are looking up!



Strategic Business Plan

Tough quarter for performance with storms resulting in more customer comments and road calls. Quite a few trips were cancelled (108) this quarter, yet even this high number of cancelled trips yielded a 99% service delivery rate.

The table below measures ESTA's third fiscal quarter performance.

Category	Standard	Reporting Cycle	Target	Current	YTD	GOAL
SAFETY	Accidents	Quarterly	1.00 per 100k miles	0	0.33	
	Safety Hazards	Quarterly	Address All	yes	yes	
	Injuries	Quarterly	3-lost work, 3-med only	0,0	0,2	
	Customer Perception	Annual	90%	95.2%		
SERVICE QUALITY AND EFFICIENCY	Productivity	Quarterly	FR- 17, IFR-2, DAR-3, LL-4	48,2.5,3.4,.8	24,2.7,3.6,.3	
	Service Delivery	Quarterly	99%	99%	99.00%	
	On Time Performance	Quarterly	DAR-90%, IFR-80%,FR-90%	under construction		
	New Service	Annual	Research New Ideas	yes	yes	
	Comments	Quarterly	0.075	0.102	0.086	
REVENUE AND RESOURCES	Constrained Budget	Monthly	At or Under Budget	yes	yes	
	Audit Findings	Annual	No Findings	0	0	
	Capital Purchase	Annual	Subjective	yes	yes	
HUMAN RESOURCES	Recruiting	Biannual	Subjective	yes	yes	
	Training	Annual	Annual Hours	yes	yes	
	Performance	Annual	Evaluations	yes		
	Internal Policies	Annual	Address All	ongoing		
	Succession Plan	Annual	Address All	ongoing		
FLEET AND FACILITY	Vehicle Replacement	Annual	Active Fleet- 75%	89%		
	Road Calls	Quarterly	3 per 100,000 miles	3.9	5.3	
	Attractiveness	Annual	90%	yes		
	Maintenance	Quarterly	various	98%	96%	
	Optimal Fleet Size	Annual	Dispose of Excess	yes		
INNOVATION AND DESIGN	IT Program	Annual	Subjective	yes	yes	
	Bishop Building	Quarterly	Facility Completed	Temporary facility completed		
	Zero Emissions	Quarterly	Plan Completion	under construction		
LEADERSHIP	Funding Partners	Annual	ED Evaluation	yes	yes	
	Stakeholders	Annual	ED Evaluation	yes	yes	
	SBP Communication	Annual	ED Evaluation	yes	yes	

STAFF REPORT

Subject: Financial Report – FY 2022/23

Initiated by: Dawn Vidal, Administration Manager

The year-to-date roll-up and year end forecast for the 2022/23 fiscal year are included on the following pages. Reports are as of June 5, 2023.

Much of ESTA's revenue is claimed on a reimbursement basis so it is normal to see low revenue amounts this time of year. All revenue is coming in as expected.

Gas was budgeted at \$5.75 per gallon and averaged \$4.23 in April. FY to date average is \$4.76 per gallon.

Fuel and vehicle maintenance do not reflect Town of Mammoth Lakes invoicing for April-May.

5173- Maintenance of Equipment Materials is over budget primarily because our Bishop utility workers have done more of the minor maintenance in-house than in years past.

Utilities are over budget primarily due to snow removal at the Mammoth Office.

Financial information as of:

6/5/2023

% of Fiscal Year: 93%

Revenue & Expenses Still Outstanding

153299 - EASTERN SIERRA TRANSIT - ROLL UP

OPERATING Revenue		FY 22/23 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4061	LOCAL TRANSPORTATION TAX	1,590,020	1,754,742	(164,722)	110%	1,590,020	-	
4065	STATE TRANSIT ASST	478,666	452,817	25,849	95%	478,666	-	
4301	INTEREST FROM TREASURY	35,000	45,342	(10,342)	130%	45,342	10,342	
4498	STATE GRANTS	80,044	125,243	-	156%	125,243	45,199	
4499	STATE OTHER	78,839	38,452	40,387	49%	78,839	-	
4555	FEDERAL GRANTS	961,740	226,942	734,798	24%	961,740	-	Generally billed at end of FY
4599	OTHER AGENCIES	1,078,792	508,281	570,511	47%	1,078,792	-	
4747	INSURANCE PAYMENTS	-	-	-	-	-	-	
4819	SERVICES & FEES	2,405,107	2,037,957	367,150	85%	2,405,107	-	
4959	MISCELLANEOUS REVENUE	24,000	61,739	(37,739)	257%	55,057	31,057	Lefever Advertising
4999	PRIOR YEARS REIMBURSEMENTS	0	0	0	-	0	-	
Revenue Total:		6,732,208	5,251,515	1,525,892	78%	6,818,806	86,598	

Operating Expenditure:		FY22/23 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,706,981	1,525,660	181,321	89%			
5003	OVERTIME	126,320	174,420	(48,100)	138%			
5005	HOLIDAY OVERTIME	125,926	134,708	(8,782)	107%			
5012	PART TIME EMPLOYEES	535,472	390,941	144,531	73%			
	Wages subtotal	2,494,699	2,225,729	268,970	89%	2,494,699	-	New EEA Wages 1/2/2023
5021	RETIREMENT & SOCIAL SECURITY	61,898	43,557	18,341	70%	61,898	-	
5022	PERS RETIREMENT	260,870	180,288	80,582	69%	260,870	-	
5025	RETIREE HEALTH BENEFITS	3,720	-	3,720	0%	3,720	-	
5031	MEDICAL INSURANCE	329,850	199,463	130,387	60%	329,850	-	Rate Increase 1/1/23
5043	OTHER BENEFITS	37,983	31,464	6,519	83%	37,983	-	
5045	COMPENSATED ABSENCE EXPENSE	205,039	147,271	57,768	72%	205,039	-	
5046	OPEB EXPENSE	60,000	60,000	-	100%	60,000	-	Paid in Advance
5047	EMPLOYEE INCENTIVES	11,600	10,592	1,008	91%	11,600	-	
5111	CLOTHING	2,500	3,043	(543)	122%	3,043	(543)	
5152	WORKERS COMPENSATION	100,638	105,028	(4,390)	104%	105,028	(4,390)	Prepaid
5154	UNEMPLOYMENT INSURANCE	40,000	1,067	38,933	3%	40,000	-	
5158	INSURANCE PREMIUM	195,440	190,893	4,547	98%	195,440	-	Prepaid
5171	MAINTENANCE OF EQUIPMENT	727,333	552,195	175,138	76%	727,333	-	Does not include April-May TOML
5173	MAINTENANCE OF EQUIPMENT-M	18,400	31,623	(13,223)	172%	31,623	(13,223)	
5191	MAINTENANCE OF STRUCTURES	5,000	-	5,000	0%	5,000	-	

Operating Expenditure:		FY22/23			% of	Year End	YE Forecast	
		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5211	MEMBERSHIPS	1,400	1,628	(228)	116%	1,628	(228)	
5232	OFFICE & OTHER EQUIP < \$5,000	16,900	7,648	9,252	45%	16,900	-	
5238	OFFICE SUPPLIES	9,000	6,080	2,921	68%	9,000	-	
5253	ACCOUNTING & AUDITING SERVICE	51,168	46,063	5,105	90%	51,168	-	
5260	HEALTH - EMPLOYEE PHYSICALS	7,001	7,098	(97)	101%	7,098	(97)	
5263	ADVERTISING	45,902	26,083	19,819	57%	45,902	-	
5265	PROFESSIONAL & SPECIAL SERVICE	312,595	152,987	159,608	49%	312,595	-	
5291	OFFICE, SPACE & SITE RENTAL	229,740	172,402	57,338	75%	224,528	-	
5311	GENERAL OPERATING EXPENSE	89,376	72,299	17,077	81%	89,376	-	
5326	LATE FEES & FINANCE CHARGES	300	49	251	16%	300	-	
5331	TRAVEL EXPENSE	17,099	7,328	9,771	43%	17,099	-	
5332	MILEAGE REIMBURSEMENT	28,000	20,065	7,935	72%	28,000	-	
5351	UTILITIES	81,846	131,171	(49,325)	160%	131,171	(49,325)	Snow Removal at Mammoth Yard
5352	FUEL & OIL	895,964	594,042	301,922	66%	895,964	-	Does not include April-May TOML
5539	OTHER AGENCY CONTRIBUTIONS	52,000	-	52,000	0%	-	-	JE for \$32,500 pending
5901	CONTINGENCIES	124,150	-	124,150	0%	124,150	-	
Expenditure Total:		6,517,411	5,027,154	1,490,257	77%	6,528,005		

TRANSFERS Expenditure		FY22/23			% of	Year End	YE Forecast	
		Budget	YTD Actual	Balance	Budget	Forecast	Variance	Comments
5798	CAPITAL REPLACEMENT	145,781	145,781	145,781	1	145,781	-	
5801	OPERATING TRANSFERS OUT	-	-	-	-	-	-	
Expenditure Total:		145,781	145,781	145,781	1	145,781	-	

NET TRANSFERS 291,562

Projected Revenue less Projected Expenses:	290,801
Less Capital Trolley Match:	69,000
Less Capital Replacement Transfers:	145,781
Less Capital Structures & Improvements:	13,801
Operating Balance:	62,219

CAPITAL ACCOUNT Revenue		FY 22/23 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
4066	PTMISEA	92,000	92,897	(897)	101%	92,000	-	
4067	STATE TRANSIT ASST-CAPITAL	377,707	15,835	361,872	4%	377,707	-	Vehicle matching funds
4495	STATE GRANTS - CAPITAL	45,209	-	45,209	0%	45,209	-	LCTOP Electric Vehicle
4557	FEDERAL GRANTS - CAPITAL	1,376,575	189,167	1,187,408	14%	1,376,575	-	Vehicles(5310, 5339a)
4911	SALE OF FIXED ASSETS						-	

Capital Expenditures

5640	STRUCTURES & IMPROVEMENTS	13,801	4,881	8,920	35%	13,801	-	
5650	EQUIPMENT						-	
5655	VEHICLES	2,266,219	698,120	1,568,099	31%	2,266,219	-	New Vehicles (5310, 5339(a))
	Expenditure Total:	2,280,020	703,002	1,577,018	31%	2,280,020	-	

Projected Capital Revenue Less Projected Expenses :	(388,529)
Plus Trolley Funding in Operating Revenue:	
Plus Reds Radio Funding in Operating Revenue:	
Plus Structures & Improvements in Operating Revenue:	13,801
Plus LCTOP fund balance for Electric Vehicle:	162,989
Capital Balance:	(211,739)

Breakdown of 4819 Service & Fees Revenue	
MMSA Fees	1,045,058
Red's Revenue	594,693
All Other Passenger Fares	398,207
Total 4819	2,037,957

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/5/2023

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
OPERATING						
Revenue						
Expenditure						
NET OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT						
Revenue						
NET CAPITAL ACCOUNT		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
Key: 153299 - EASTERN SIERRA TRANSIT						
OPERATING						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,590,020.00	1,754,742.05	0.00	(164,722.05)	110.35
4065	STATE TRANSIT ASST	478,666.00	452,816.93	0.00	25,849.07	94.59
4301	INTEREST FROM TREASURY	35,000.00	45,342.17	0.00	(10,342.17)	129.54
4498	STATE GRANTS	80,044.00	125,243.00	0.00	(45,199.00)	156.46
4499	STATE OTHER	78,839.00	38,452.46	0.00	40,386.54	48.77
4555	FEDERAL GRANTS	961,740.00	226,941.87	0.00	734,798.13	23.59
4599	OTHER AGENCIES	1,078,792.00	508,280.71	0.00	570,511.29	47.11
4819	SERVICES & FEES	2,405,107.00	2,037,957.06	0.00	367,149.94	84.73
4959	MISCELLANEOUS REVENUE	24,000.00	61,738.59	0.00	(37,738.59)	257.24
	Revenue Total:	<u>6,732,208.00</u>	<u>5,251,514.84</u>	<u>0.00</u>	<u>1,480,693.16</u>	<u>78.00</u>
Expenditure						
5001	SALARIED EMPLOYEES	1,706,981.00	1,525,659.63	0.00	181,321.37	89.37
5003	OVERTIME	126,320.00	174,420.37	0.00	(48,100.37)	138.07
5005	HOLIDAY OVERTIME	125,926.00	134,707.69	0.00	(8,781.69)	106.97
5012	PART TIME EMPLOYEES	535,472.00	390,941.49	0.00	144,530.51	73.00
5021	RETIREMENT & SOCIAL SECURITY	61,898.00	43,556.84	0.00	18,341.16	70.36
5022	PERS RETIREMENT	260,870.00	180,288.28	0.00	80,581.72	69.11
5025	RETIREE HEALTH BENEFITS	3,720.00	0.00	0.00	3,720.00	0.00
5031	MEDICAL INSURANCE	329,850.00	199,462.71	0.00	130,387.29	60.47
5043	OTHER BENEFITS	37,983.00	31,463.99	0.00	6,519.01	82.83
5045	COMPENSATED ABSENCE EXPENSE	205,039.00	147,271.38	0.00	57,767.62	71.82
5046	OPEB EXPENSE	60,000.00	60,000.00	0.00	0.00	100.00
5047	EMPLOYEE INCENTIVES	11,600.00	10,591.70	0.00	1,008.30	91.30
5111	CLOTHING	2,500.00	3,043.08	0.00	(543.08)	121.72
5152	WORKERS COMPENSATION	100,638.00	105,028.00	0.00	(4,390.00)	104.36
5154	UNEMPLOYMENT INSURANCE	40,000.00	1,067.02	0.00	38,932.98	2.66
5158	INSURANCE PREMIUM	195,440.00	190,893.00	0.00	4,547.00	97.67
5171	MAINTENANCE OF EQUIPMENT	727,333.00	552,195.20	0.00	175,137.80	75.92
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	31,622.53	0.00	(13,222.53)	171.86
5191	MAINTENANCE OF STRUCTURES	5,000.00	0.00	0.00	5,000.00	0.00
5211	MEMBERSHIPS	1,400.00	1,628.00	0.00	(228.00)	116.28
5232	OFFICE & OTHER EQUIP < \$5,000	16,900.00	7,647.63	0.00	9,252.37	45.25
5238	OFFICE SUPPLIES	9,000.00	6,079.50	0.00	2,920.50	67.55
5253	ACCOUNTING & AUDITING SERVICE	51,168.00	46,062.51	0.00	5,105.49	90.02
5260	HEALTH - EMPLOYEE PHYSICALS	7,001.00	7,097.76	0.00	(96.76)	101.38
5263	ADVERTISING	45,902.00	26,082.73	0.00	19,819.27	56.82
5265	PROFESSIONAL & SPECIAL SERVICE	312,595.00	152,986.62	0.00	159,608.38	48.94
5291	OFFICE, SPACE & SITE RENTAL	229,740.00	172,401.96	0.00	57,338.04	75.04

COUNTY OF INYO
Budget to Actuals with Encumbrances by Key/Obj

Ledger: GL

As of 6/5/2023

Object	Description	Budget	Actual	Encumbrance	Balance	%
5311	GENERAL OPERATING EXPENSE	89,376.00	72,299.46	0.00	17,076.54	80.89
5326	LATE FEES & FINANCE CHARGES	300.00	48.61	0.00	251.39	16.20
5331	TRAVEL EXPENSE	17,099.00	7,328.34	0.00	9,770.66	42.85
5332	MILEAGE REIMBURSEMENT	28,000.00	20,065.00	0.00	7,935.00	71.66
5351	UTILITIES	81,846.00	131,170.81	0.00	(49,324.81)	160.26
5352	FUEL & OIL	895,964.00	594,042.37	0.00	301,921.63	66.30
5539	OTHER AGENCY CONTRIBUTIONS	52,000.00	0.00	0.00	52,000.00	0.00
5901	CONTINGENCIES	124,150.00	0.00	0.00	124,150.00	0.00
	Expenditure Total:	<u>6,517,411.00</u>	<u>5,027,154.21</u>	<u>0.00</u>	<u>1,490,256.79</u>	<u>77.13</u>
NET OPERATING		<u>214,797.00</u>	<u>224,360.63</u>	<u>0.00</u>	<u>(9,563.63)</u>	
NON-OPERATING						
Revenue						
NET NON-OPERATING		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	
CAPITAL ACCOUNT						
Revenue						
4066	PTMISEA	92,000.00	92,897.20	0.00	(897.20)	100.97
4067	STATE TRANSIT ASST-CAPITAL	377,707.00	15,835.00	0.00	361,872.00	4.19
4495	STATE GRANTS - CAPITAL	45,209.00	0.00	0.00	45,209.00	0.00
4557	FEDERAL GRANTS - CAPITAL	1,376,575.00	189,167.00	0.00	1,187,408.00	13.74
	Revenue Total:	<u>1,891,491.00</u>	<u>297,899.20</u>	<u>0.00</u>	<u>1,593,591.80</u>	<u>15.74</u>
Expenditure						
5630	LAND IMPROVEMENTS	13,801.00	0.00	0.00	13,801.00	0.00
5640	STRUCTURES & IMPROVEMENTS	13,801.00	4,881.37	0.00	8,919.63	35.36
5655	VEHICLES	2,266,219.00	698,120.45	0.00	1,568,098.55	30.80
	Expenditure Total:	<u>2,293,821.00</u>	<u>703,001.82</u>	<u>0.00</u>	<u>1,590,819.18</u>	<u>30.64</u>
NET CAPITAL ACCOUNT		<u>(402,330.00)</u>	<u>(405,102.62)</u>	<u>0.00</u>	<u>2,772.62</u>	
TRANSFERS						
Revenue						
4798	CAPITAL REPLACEMENT	0.00	145,781.00	0.00	(145,781.00)	0.00
	Revenue Total:	<u>0.00</u>	<u>145,781.00</u>	<u>0.00</u>	<u>(145,781.00)</u>	<u>0.00</u>
Expenditure						
5798	CAPITAL REPLACEMENT	145,781.00	145,781.00	0.00	0.00	100.00
	Expenditure Total:	<u>145,781.00</u>	<u>145,781.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
NET TRANSFERS		<u>0.00</u>	<u>145,781.00</u>	<u>0.00</u>	<u>(145,781.00)</u>	
153299 Total:		<u>(333,314.00)</u>	<u>(180,741.99)</u>	<u>0.00</u>	<u>(152,572.01)</u>	

**COUNTY OF INYO
UNDESIGNATED FUND BALANCES**

AS OF 06/30/2023

	Claim on Cash 1000	Accounts Receivable 1100,1105,1160	Loans Receivable 1140	Prepaid Expenses 1200	Accounts Payable 2000	Loans Payable 2140	Deferred Revenue 2200	Computed Fund Balance	Encumbrances	Fund Balance Undesignated
ESTA - EASTERN SIERRA TRANSIT AUTHORI										
1532 EASTERN SIERRA TRANSIT	4,896,242	(3)	28,392	304,395	43,629			5,185,397		5,185,397
1533 ESTA ACCUMULATED CAPITAL	1,684,924							1,684,924		1,684,924
1534 ESTA GENERAL RESERVE	539,841							539,841		539,841
1535 ESTA BUDGET STAB RESERVE	215,934							215,934		215,934
1536 REDS MEADOW ROAD MAINTI	152,766							152,766		152,766
6809 SRTTP TRANSPORT PLAN	36,997							36,997		36,997
6814 JARC-MAMMOTH EXPRESS	5,000					5,000				
6820 NON-EMERGENCY TRAN REIM	6,904					10,485		(3,581)		(3,581)
6821 BISHOP YARD-ESTA	2,072					7,000		(4,928)		(4,928)
6822 LCTOP-ELECTRIC VEHICLE	484					5,907		(5,423)		(5,423)
6824 ESTA-LCTOP	31,962	3		2,447	8			34,404		34,404
6825 BISHOP ADMIN BUILDING	71,667							71,667		71,667
ESTA Totals	7,644,793		28,392	306,842	43,637	28,392		7,907,998		7,907,998
Grand Totals	7,644,793		28,392	306,842	43,637	28,392		7,907,998		7,907,998

STAFF REPORT

Subject: Executive Director's Contract
Presented by: Phil Moores, Executive Director

Background

The current Executive Director's employment contract was initiated and approved by the Board in October of 2018. The contract called for annual reviews and consideration of compensation adjustments. Pursuant to your Board's direction, attached for your consideration is a contract amendment that provides a 10.5% salary increase effective April 3, 2023.

Required Board Action

If your Board intends to change the salary and/or benefits provided to Mr. Moores, Government Code Section 54953(c)(3) requires the following:

"Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive... during the open meeting in which the final action is to be taken..."

In other words, if your Board decides to adjust Mr. Moores' salary and/or benefits, you are required to summarize the package deal during this open session. There is no exact way that the report is required to be made, so you may simply read out the Mr. Moores' title, salary, any other direct monetary benefits, and a brief list of non-monetary benefits like health insurance, vacation, etc. That information is set forth in the proposed revisions to "Attachment B" to Mr. Moores' employment agreement with ESTA.

Recommendation

Approve the submitted employment contract for the Executive Director, which includes a 10.5% salary increase effective April 3, 2023.

ATTACHMENT B

AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY AND PHIL MOORES FOR THE PROVISION OF PERSONAL SERVICES AS THE ESTA EXECUTIVE DIRECTOR

TERM FROM: APRIL 3, 2023 TO: Termination

SCHEDULE OF FEES:

- Salary: \$140,500 annually.
- Retirement: Classic Calpers 2% at 55 formula, and 100% paid by ESTA.
- Health Insurance: PERS Choice (employee contribution = 17%), PERS Select (employee contribution = 13%), or monthly stipend of \$408, if no health plan is selected.
- Vision/Dental/Hearing Reimbursement: \$1,500/yr. plus \$600/yr. for qualifying dependents.
- Comprehensive Leave: Employee will accrue at the 4-10 year rate.
- Paid Holidays: 12 per year
- Life Insurance: \$50,000, paid by ESTA

- I. ESTA will make the same adjustment to the Executive Directors salary, benefits, allowances, and other forms of compensation as for other employees except as provided in the paragraph below.

- II. The ESTA Board will review the performance of the Executive Director at least annually and may at that time adjust compensation as determined to be fair and reasonable. Should any adjustment be made at this time, the date of such adjustment will become the anniversary date for any subsequent compensation changes subject to paragraph I. above.

**AMENDMENT NUMBER 3 TO
AGREEMENT BETWEEN THE EASTERN SIERRA TRANSIT AUTHORITY
AND
PHIL MOORES
FOR THE PROVISION OF PERSONAL SERVICES
AS THE ESTA EXECUTIVE DIRECTOR**

WHEREAS, the Eastern Sierra Transit Authority (hereinafter referred to as "ESTA") and Phil Moores (hereinafter referred to as "Contractor"), have entered into an Agreement to provide personal services contractor services dated October 19, 2018.

WHEREAS, ESTA and Contractor do desire and consent to amend such Agreement as set forth below.

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

ESTA and Contractor hereby amend such Agreement via a revised ATTACHMENT B, which is attached hereto and incorporated herein.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS 14th DAY OF APRIL, 2023.

ESTA

CONTRACTOR

By: _____
signature

By: _____
signature

Print name

print name

Dated: _____

Dated: _____

The effective date of this Amendment to the Agreement is April 3, 2023. All the other terms and conditions of the Agreement are unchanged and remain the same.

PUBLIC HEARING STAFF REPORT

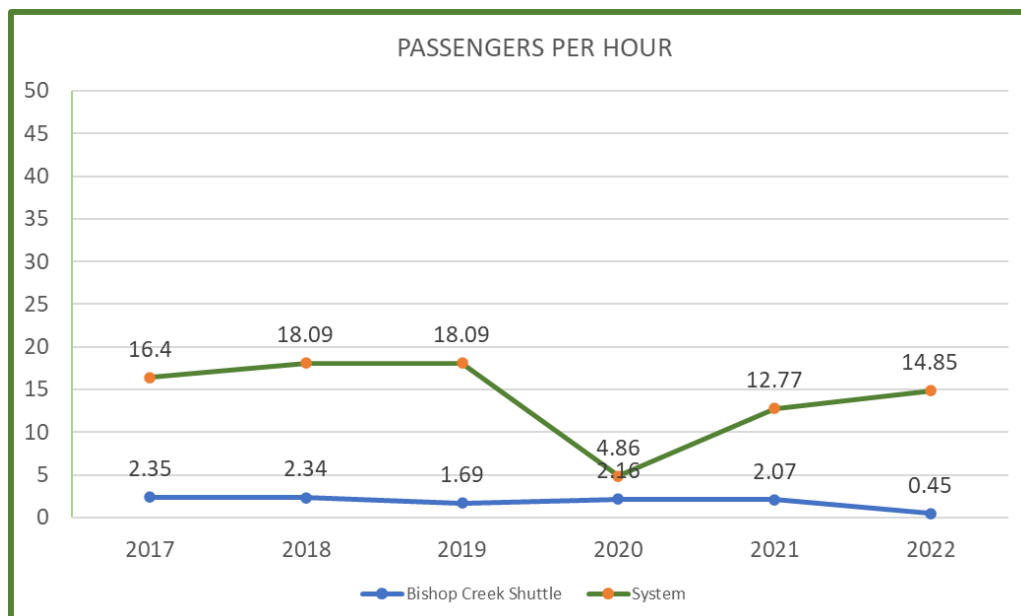
Subject: Executive Director's Report
Presented by: Phil Moores, Executive Director

1. Bishop Creek Shuttle Discontinuation

In 2017, the Bishop Creek Shuttle (BCS) was implemented as a way for visitors and residents to access the Bishop Creek area without impacting parking. It was also meant to increase access to public lands for those without vehicles. Despite passionate support from backcountry hikers, since inception, the BCS has not experienced any significant growth from its humble beginnings. At .45 passengers per hour, the service has stalled, and failed to meet ESTA's business plan standard for life line service of 4 passengers per hour. In contrast, the system averages over 14 passengers per hour.

Poor productivity is not the only reason the service is no longer viable. The driver shortage, harsh road conditions damaging the aging vehicles, and the need for funding other more productive services strengthens the argument for discontinuation. For example, the newly added evening service on the Bishop Dial-a-Ride reached 5.6 passengers per hour. The grant that pays for this service has ended, and we are expected to continue to pay for the service going forward.

The chart below illustrates the contrasting performance of the two services.



D-2-1

On a financial basis, the BCS cost \$33,785 annually which translates to \$116.50 per hour. This is by far ESTA's most expensive service cost per hour. The system average is \$90.35 per hour.

Public Comment as of May 11, 2023:

1. I'm writing to you as an employee and as a person with family that rides Dial a ride regularly. I would like to share some observations of the impact that Bishop Creek shuttle makes on our passengers. I am one of the three dispatchers that works full time answering phones from local passengers requesting dial a ride to visitors wondering where is a good place to eat. We answer in average of 200+ calls a day, with about 70% of calls are passengers requesting dial a ride.

I have seen the impact running Bishop creek shuttle makes on our community. Dial a ride is the only public transit and para-transit service in Bishop, thus making this vital to our passengers that use this service daily to get to doctors' appointments, groceries and to work, just to name a few request. Removing 2 buses during peak hours for 4 hours causes Dial a ride passengers experience exaggerated wait times, cancellations of doctor appointments and getting to work late.

Bishop creek shuttle is a novel idea when the shuttle is filled to capacity or even half full but the reality is very different. Although, I have used the service myself and have enjoyed the ease of not having to drive, BCS causes a burden to our locals who are trying to move around on their daily life.

2. I am a resident of Bishop and I am so grateful for the opportunity to comment on the Bishop Creek Shuttle.

First, I haven't used this shuttle but I am strongly in favor of it continuing (and expanding!!). I believe a mid-day service would serve a greater number of people (including me) and increase ridership. I usually don't have a full day to go hiking and a mid-day service would allow me to go for a quick hike and return home, all on public transport. SO COOL!!

June 9, 2023

Item D-2

I use the trails in the Bishop Creek drainage 2-5 times a week in the summer and I see the parking problems that exist at many trail heads. Canceling the shuttle service will only exacerbate these problems.

Finally, as a woman I want to advocate for a reliable public transportation option, which makes it possible for solo hikers to avoid hitchhiking and save money on rental cars.

3. As an annual traveler to the Eastern Sierra, I incorporate your services into my hiking trips.

This year, I hope that you continue the Bishop Creek Shuttle. My hiking partner and I have plans to utilize the Bishop Creek Shuttle at both the beginning of our backpacking trip on 8/20 and at the end of the trip on 8/31. We will also be taking ESTA bus from Bishop to Reno on 9/1.

As women hikers, the Bishop Creek Shuttle provides a convenient and safe way to access multiple trailheads in the region. I certainly prefer to use the Shuttle rather than to hitch-hike or arrange for expensive private drivers.

This year, as you may be aware, an important bridge over the San Joaquin River is damaged in the back-country. The safest detour for hikers is enter/exit at Bishop Pass Trail at South Lake and Piute Pass Trail at North Lake. I would expect the Bishop Creek Shuttle to have a lot more riders this year as many hikers will choose this safe route as a detour around the damaged bridge. Many more hikers will become aware of the option to easily get to/from Bishop and the other trailhead using your services.

I do hope you continue the Bishop Creek Shuttle.

4. Customer doesn't know any other way to get from South Lake to Bishop. Gave customer numbers for Mammoth All Weather Shuttle and Mammoth Taxi. He checked with them and is concerned that the private shuttle services are very expensive compared to Bishop Creek Shuttle.
5. Since the 2023 schedule hasn't been published yet I thought I might point out a relevant situation. This year might actually sustain additional runs of this service between North and South Lakes. Due to a major bridge collapse on the PCT/JMT there will be a detour over Bishop Pass and Piute Pass trails for most hikers. I know there has been talk of canceling this route but strongly believe this would be a

D-2-3

June 9, 2023

Item D-2

banner year for this service. Thank you for your consideration and please verify this with the Inyo Forest Service.

6. I am travelling to Bishop for a backpacking holiday in July and was planning to use the service to South Lake to start the hike. My permit is to access the JMT over the Bishop Pass. The summer service offered from Bishop to South Lake by ESTA would be ideal for our trip and to some degree seeing that public transport service did influence our choice of starting trailhead. I understand that the service is under review and if it is no longer offered that would be a real shame for travelers such as myself. If alternative transport arrangements were easily accessible that would be helpful.
7. I am a frequent user of the excellent South Lake shuttle and I'm writing to you because I know it's been discussed to possibly eliminate the service - and I think it should remain as a crucial service to not just hikers, but also locals.

As anyone who spends time at the South Lake or North Lake trailhead areas knows, parking is nearly nonexistent, especially for backpackers departing from these locations. Despite the Bishop Pass trailhead containing an area marked for backpackers, day hikers routinely use that area, taking spots meant for backpackers (and I get it - there are limited spots for day users, as well, so I think people just grab whatever is available). This is one of the reasons why I've learned to instead time my trips out to use the excellent Bishop / South Lake shuttle service.

I think it's very useful during the summer and shoulder seasons in any year, of course, but I think it's about to become a crucial component for this summer season, as the steel bridge over the San Joaquin River, located on the PCT / JMT between the Evolution Valley and Muir Trail Ranch areas, has been severely damaged by what looks to be an avalanche. Given that the San Joaquin runs fast and hard through that narrow canyon, and given this high snow year, there will no safe way to cross the river in that stretch and hikers will need to figure out a way around. The most logical, direct, on-trail route is to avoid the downed bridge area by using the Piute Pass Trail and the Bishop Pass Trail to work around it, but that does involve walking the road in some capacity. I think that if hikers know there is shuttle service to / from North Lake & Lake Sabrina several times a day, they'll carry the cash needed to take the shuttle and avoid the long and dangerous road

D-2-4

walk. I also think this would encourage more people to visit Parcher's Resort for resupply, spending their money at a local business.

I know all of this downed bridge stuff is still new and we still don't know how the melt will go, but I just wanted to share thoughts about how the shuttle could be even more useful in a year like this!

8. I urge you to run the Bishop Creek Shuttle to South Lake and Lake Sabrina. I have used the shuttle multiple times each season that it ran. It is a popular and valuable service. Besides the service that it provides to backpackers, anglers, and other recreationists, it is valuable to the Bishop residents. Increasing accessibility to the Sierra increases commerce for the Bishop area. The service also makes the national forest accessible to community members that might not have other means to the outdoors.

The current rate of \$20 one way per person is not affordable for many Bishop families. I believe that more Bishop families would use the service if they were aware of the service and if the service was more affordable. I think that EST could advertise a special family rate for the service.

9. Good morning. I just wanted to voice my support of keeping the Bishop Creek Shuttle service. I'm an annual Sierra hiker from Ohio and while I understand the limited resources ESTA navigates every year the BC shuttle is a valuable resource for PCT and JMT hikers as well as day hikers and tourists. It provides a safe and regular option for getting to and from the backcountry.

10. Please forgive my direct contact but I understand the schedules and ongoing routes for Bishop-to-Bishop Pass trailhead are currently under review.

We are avid hikers from Australia and hiked the JMT in 2018. At that time, we had to exit due to an emergency and found the service from Bishop back to the trailhead an absolute life saver.

We loved the trail so much we are again returning this year to do a combination High Sierra Trail / JMT. Bishop Pass is one of the few obvious exits for resupply and we intend to this year come off the JMT over Bishop Pass to restock. This shuttle service is of immeasurable value to us hikers and I would urge the board to continue offering this critical option.

11. I hiked the North Lake to South Lake loop last summer and the Bishop Creek Shuttle made the logistics very simple. I hope to do another section of the JMT in 2023 and would like to have this option available again.
12. Please do not discontinue the Bishop Creek Shuttle. I've used the shuttle service to access the JMT for several years and it provides valuable access to the trail system. This year, because of a potential bridge failure on the JMT, the shuttle service will be more valuable to backcountry hikers. I planned on using the service for my planned hike on September 1, 2023. It would be detrimental to my hike if the service was discontinued.

13. I saw you were considering discontinuing service at bishop creek.

I think this is a wonderful service that reduces parking issues at the trailheads. Is it not financially feasible?

14. Hello. I saw the notice regarding Eastern Sierra Transit Authority proposing discontinuing the Bishop Creek Shuttle. I'm sending this email to serve as my comment since I cannot attend the public meeting **on June 9th** since I live in NY.

As you may know, the South Fork San Joaquin (SFSJ) bridge has been damaged on the PCT/JMT. It would be perilous to attempt to cross the SFSJ without a functional bridge in place. Many have been talking about it on various PCT and JMT Facebook groups, and one of the recommended reroutes is to exit the trail at Bishop Pass (South Lake) and bypass the section with the damaged bridge and re-enter the wilderness by going in at Piute Pass (North Lake / Lake Sabrina).

My husband and I plan on taking this proposed reroute as part of our PCT hike this year, as I'm sure many others are too. We'd like to ask you to reconsider the discontinuation of the shuttle since it will benefit many hikers this particular year to have it running.

I appreciate your consideration.

15. I learned recently that ES Transit is planning to discontinue the Bishop Creek shuttle and there is a period for public comment, so I wanted to weigh in.

I spend a lot of time in the eastern sierra, and the past few years I've made use of the Bishop Creek shuttle several times. It's a great option and I'd be very sad to see it go away. Hitching works sometimes, but it is not reliable to and from Bishop. There are not many exit options when hiking this part of the Sierra, especially when doing point-to-point trips, and it's hard to get to these trailheads if you don't have a car. Private transportation to the Bishop Creek trailheads is much much more expensive.

Please consider keeping the shuttle. Even just reducing service to once a day would work, as I can plan multi-day trips around it.

16. I am a backpacker from San Diego, California. On most of my backpacking/thru-hike trips I plan my trips using public transportation due to: 1) the long duration that a car would be sitting in a parking lot while the hiker is on the trail; 2) the fact that thru-hikes do not bring the backpacker back to the starting location; 3) the inconvenience or burden caused to family/friends dropping off and picking up hikers before/after their time on the trail (frequently waiting long periods with worry due to delays).

I believe that the summer 2023 season would be the wrong year to suspend the Bishop Creek Shuttle Service. With the extra snowfall, the lakes should have accumulated more water than most prior years making the recreation areas a more enjoyable place to spend weekends and holidays. With the extra snowfall/precipitation, the vegetation should be greener throughout the 2023 summer with the added beauty of the vibrant colors of blooming flora. The shuttle service would continue to provide convenient transportation for families, hikers, and naturalists that would like to visit specifically for this year's bloom.

Lastly, I have personally walked State Highway 168 to the South Lake Trailhead from Bishop. It is a long, arduous walk to begin a hiking trip, and the real fun does not begin until after you reach the trailhead. This summer, I am again planning a trip beginning from South Lake that will take me over Bishop Pass and I was planning on using the Bishop Creek Shuttle Service to get there. I would rather not have to repeat that arduous walk along State Highway 168 between Bishop and South Lake.

Again, I am writing to address the Eastern Sierra Transit Board with my opinion on the Summer 2023 Bishop Creek Shuttle Service. Between personal interest, and in the interest of the backpacking community, I strongly feel that the shuttle service should be continued though the end of the 2023 summer season (June-September 2023). The service performed by Eastern Sierra Transit should remain so people may continue to enjoy this year's beauty of the wilderness and the extra fun at the recreation areas.

17. I heard this might be discontinued. I want to voice my support for it and I even think a mid-day option should be added.

Thanks!

18. I would like for the Bishop Creek Shuttle to remain an option for people to use. It is good for the environment, and cost-effective for those traveling in the wilderness. Please keep the Bishop Creek Shuttle.

19. I'm writing to comment on the proposal to discontinue the Bishop Creek Shuttle this year in advance of the public meeting on 6/9. Please continue this shuttle service. Services like this shuttle enable people to enjoy the amazing and unique environment of the Eastern Sierra using public transit for all or part of their journey. Transit instead of private vehicles can reduce CO2 emissions, pollution, and congestion. Cancelling this shuttle takes us in the wrong direction at this time of climate emergency.

20. If there ever was a year to keep this shuttle going, it is this year!!! Please keep this shuttle running. We need it.

21. Please keep the north lake south lake shuttle running for those hiking the PCT/JMT corridor.

22. Strongly urge them to continue it. Suggested increasing fare to it viable. Maybe if they reduced days of service. Lifeline for people needing to get to the area. More cars will be parked at trailhead, not good for community.

Recommendation

Request that the Board approve discontinuation of the Bishop Creek Shuttle.

STAFF REPORT

Subject: Six-Month Service Recommendations

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA's Service Change Policy includes a plan for bi-annual service planning sessions to allow the Board an opportunity to review and approve the services proposed to be operated for the coming six months.

ANALYSIS/DISCUSSION:

The following pages detail the specific routes that are planned to be operated by Eastern Sierra Transit for what is considered the summer season, from April through October of 2022.

Transit services are defined as follows and categorized in Table 1:

Fixed Route – This type of bus service follows a defined route and stops only at designated stops.

Demand Response – This service runs on scheduled trips assigned to vehicles after a call in from a passenger.

Core (Cor) – A core service carries the majority of passengers and serves higher population areas with a fixed route approach.

Commuter (Com) – A commuter route operates during peak travel periods and is designed to deliver passengers to and from work on a fixed route.

Dial-a-Ride (DAR) – This demand response service is a door-to-door service that fits nicely in small communities that do not have sufficient population density to support a fixed route.

ADA Paratransit (Par) – Also a demand response service, this is a federally mandated service designed to serve the disabled community. The Americans with Disabilities Act of 1990 requires a transit agency to provide a service that compliments the regularly schedule fixed routes that a disabled person cannot use.

Market Development (MD) – This is an experimental service that tests a previously unserved area for potential. The prescribed method for introducing new service is a three-year schedule. Year one is considered a marketing

outreach, and year two is a telling year where ridership either increases, stays flat, or declines. In cases where ridership increases in the second year, a third year is recommended. In cases where ridership declines or remains flat in the second year, a third year is not recommended without significant changes to attempt improvement.

Lifeline (LL) – This service is designed to connect remote low-density populations to important services in higher density cities. Typically, it runs infrequently, but provides citizens access to medical, government, and other services not available otherwise.

Charter (Chr) – Charters are bus trips not part of regular services. They are requested and paid for to provide exclusive service outside the regular routes of a transit system. They are irregularly scheduled and sometimes exclude the general public. ESTA is required to evaluate, track, and report on all charter services through a federal website.

Table 1

Planned ESTA Services May 2023 through October 2023											
Route	Type	Days of Week							Hours	Service Period	Description
		S	M	T	W	T	F	S			
Walker DAR	DAR		X	X	X				8am-4:30pm	year-round	1 bus, Carson Wed., Mammoth Tue.
Bridgeport - Carson	LL				X				11am-6:30pm	year-round	1 roundtrip on Wednesday
Walker to Mammoth	LL		X	X	X	X	X		8am-5pm	Tuesdays	Operated by Walker DAR driver. Res. Only
Mammoth DAR	Par		X	X	X	X	X		8am-5pm	year-round	Provides ADA paratransit backup
Purple Line	Cor	X	X	X	X	X	X	X	7am-6pm	year-round	1 bus with 30-minute headways
Mammoth Winter Trolley	Cor	X	X	X	X	X	X	X	5:40p-2am	Through April 21	2 buses with 30-minutes service till 2am
Mammoth Shoulder Season Trolley	Cor	X	X	X	X	X	X	X	7am-10pm	mid-April to mid-June Labor Day till Nov.	2 buses with 30-minutes service till 2am
Mammoth Summer Trolley	Cor	X	X	X	X	X	X	X	7am-2am	May 26-Nov 16	3 buses with 30-minutes service until 10pm. Reduced till 2am
Mammoth Lakes Basin Trolley	Cor	X	X	X	X	X	X	X	8am-6pm	after Labor Day till Oct. 1	2 buses with 30-minutes service, 3 on Sat. 1 bus with 60-minute service and 2 on Sat.
Red Line	Cor	X	X	X	X	X	X	X	7am-5:30pm	Thru April	3 buses with 20-minute service As many as 6 buses on busy days
Blue Line	Cor	X	X	X	X	X	X	X	7am-5:20pm	Thru April	1 bus with 15-minute service
Green Line	Cor	X	X	X	X	X	X	X	7:30am-5:30pm	Thru April	1 bus with 15-minute service
Yellow Line	Cor	X	X	X	X	X	X	X	7:30am-5:30pm	Thru April	1 bus with 20-minute service
Mammoth Express	Com		X	X	X	X	X		see schedule	year-round	8 trips daily
395 Reno	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
395 Lancaster	Cor		X	X	X	X	X		see schedule	year-round	1 roundtrip daily
Benton - Bishop	LL			X				X	8:30am leave 2:30pm return	year-round	1 roundtrip daily, 2 days per week
Bishop DAR	DAR	X	X	X	X	X	X	X	7am-6:30pm (M-F) 8:30am-6pm (Sat) 8am-1pm (Sun)	year-round	Door-to-door service in Bishop
Nite Rider	DAR							X	6pm-2am	year-round	Friday and Saturday nights (and New Years Eve & Tri-county Fair Sunday)
Bishop Creek Shuttle	MD	X	X	X	X	X	X	X	8am-9:45a 4pm-5:45pm	Weather permitting June 16-Labor Day	RECOMMEND DISCONTINUATION
Lone Pine - Bishop	Com		X	X	X	X	X		see schedule	year-round	6 trips daily
Lone Pine DAR	DAR		X	X	X	X	X		7:30am-3:30pm	year-round	1 bus - door-to-door service
Reds Meadow Shuttle	Cor	X	X	X	X	X	X	X	7am-8pm	June 16-Labor Day	6-11 buses with 20-minute service

Legend: Cor=Core, Chr=Charter, DAR=Dial-a-Ride, Par=Paratransit Required, MD=Market Development, LL=Lifeline, Com=Commuter

The proposed services and changes for the coming six months include the following:

- Summer seasonal shuttle service to **Bishop Creek Recreation Area** is proposed to be discontinued. Support for this recommendation is driver shortage, low ridership (3 pax/hr), funds needed for extra hour of Bishop Dial-a-Ride, and vehicle wear and tear on the mountain roads.

FINANCIAL CONSIDERATIONS

The transit service detailed on the preceding pages are included in the ESTA FY 2022-23 budget and are consistent with the revenues included in the budget. The revenues and expenses for the routes that are approved to operate beyond June 30, 2023 will be included in the FY 23-24 budget.

RECOMMENDATION

It is recommended that the proposed services be approved for the 2023 summer.