



ESTA BOARD AGENDA

Regular Meeting

Friday, April 14, 2023 at 11:00am

Inyo County Building

1360 N. Main St, Room 200 Bishop, California

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, April 13. 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, April 13 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=VS9TeE4rU0NleWFCY0JTOVhzaJkEYQT09>

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 February 10, 2023
- A-2 Mammoth Mountain Ski Resort Line Hosting-Ticket Sales Contract
- A-3 Mammoth Mountain Ski Resort Free Ride MOU
- A-4 LCTOP Grant Authorization

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 (pull for discussion)
- B-2 Financial Report for 2022/23
- B-3 Preliminary Budget 2023/24

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 – Wages and Benefits Adjustment

Open Public Hearing
D-2 Charter Fare Increase
Close Public Hearing

E. Board Member Comments

F. Adjournment

The next regularly scheduled meeting is May 12, 2023 at 9:00 am, in Mammoth, CA. Check ESTA website for details on attending the meeting.

**Eastern Sierra Transit Authority
Minutes of February 10, 2023 Meeting**

Call to Order - 11:27 A.M. Friday, February 13, 2023

Chairperson Schwartz called The meeting of Eastern Sierra Transit Authority to order at 11:27 am in the Mammoth Lakes City Council Chambers, 437 Old Mammoth Rd., Suite Z, Mammoth Lakes, California.

ROLL CALL

A quorum was established by roll call.

PRESENT:

Chairperson Karen Schwartz, Boardmember Sauser, Vice Chairperson Bubser, Boardmember Gardner and Boardmember Orrill

ABSENT:

Boardmember Duggan, Boardmember Griffiths and Boardmember Kong.

Pledge of Allegiance

Chairperson Schwartz led the Pledge of Allegiance.

Public Comment: NONE

Consent Agenda

Mr. Moores pulled item A-2 for a separate vote

It was moved by Board Member Gardner and seconded by Board Member Bubser to approve the consent Agenda without item A-2.

A-1 Approval of Regular Meeting Minutes of January 13, 2023

A-3 Federal Certifications and Assurances 2023

A-4 Caltrans Grant Assurance Resolution

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

It was moved by Board Member Sauser and seconded by Board Member Orrill to approve

A-2 Management Confidential Employee Association Memorandum of Understanding

Carried by a 5-0 roll call vote with Board members Griffiths, Duggan and Kong absent

Information Agenda (Receive and File only)

B-1 Executive Director Phil Moores outlined the Director's Report

B-2 Financial Report for 2022/23

B-3 Fiscal Audit for FY2021-22

B-4 Annual Report FY 2021-22

Eastern Sierra Transit Authority
Minutes of February 10, 2023 Meeting

Action Agenda None

Board Member comments:

Chairperson Karen Schwartz said that the housing project the City of Bishop was working on did not get funded. Bishop is facing a EMS (Emergency Medical Service) Crisis. They are working on this problem to be solved as soon as possible.

Board Member Bill Sauser commented on how much snow is on the ground in Mammoth. Mammoth Lakes is moving forward on all projects. Housing at the Parcel is moving forward. 200 + units. Mammoth is working very hard to clear snow in the town.

Board Member Orill commented that Inyo County Road Department was amazing in clearing the roads due to the heavy rain and mud. Very impressive.

Adjournment

The meeting was adjourned at 11:36 am to the next regular meeting scheduled to be held March 10th, 2023 at 9:00 am in the City of Bishop Council Chambers, 301 West Line St., Bishop,CA

Recorded & prepared by:

Linda Robinson
Board Clerk
Eastern Sierra Transit Authority

Minutes approved:

STAFF REPORT

Subject: 2023 Reds Meadow Ticket Sales-Line Hosting Agreement
with Mammoth Mountain Ski Area

Presented by: Phil Moores, Executive Director

BACKGROUND:

ESTA has operated the Reds Meadow Shuttle service since 2009. A component of this operation is the provision of ticket sales and line hosting. The Special Use permit with the U.S. Forest Service allows ESTA to contract with a third party to provide this service. Beginning in 2017, ESTA contracted the Reds Meadow Shuttle ticket sales and line hosting service to Mammoth Mountain Ski Area.

ANALYSIS/DISCUSSION:

The operation of the Reds Meadow Shuttle service includes the requirement for the provision of the sale of tickets for the shuttle service. Prior to 2017, ESTA provided ticket sales directly using ESTA employees selling the tickets from an MMSA provided ticket window. This arrangement proved to be beneficial from both customer experience and financial perspective. In 2017, MMSA approached ESTA with a proposal to provide the Reds Meadow ticket sales service, which would include manning the outside ticket sales windows during busy periods. ESTA and MMSA entered into an agreement for these services for the 2017 season and the arrangement worked very well. An efficiency that MMSA can bring to the arrangement is the fact that their staff is already manning ticket sales outlets at the Adventure Center during slower periods (e.g. mid to late afternoon) and can address sales of the Reds Meadow Shuttle tickets without any additional operating cost.

FINANCIAL CONSIDERATIONS

The Agreement for the provision of Reds Meadow Shuttle ticket sales with MMSA includes a 2% fee charged to ESTA, primarily to offset credit card fees. ESTA pays a similar amount on credit card transactions. Based on the anticipated ticket sales (\$390,000) and service season (60 days), the total cost for the ticket sales service would amount to approximately \$7,800. This cost is comparable to the expense incurred by ESTA in the past when ticket sales were handled directly by ESTA staff.

The line hosting is yet to be agreed upon, but the cost of the service is around \$27,000.

RECOMMENDATION

The Board is requested to approve the agreement with Mammoth Mountain Ski Area for the sale of Reds Meadow Shuttle tickets and line hosting for the 2023 season and to authorize the Executive Director to negotiate and execute the Agreement.

REDS MEADOW SHUTTLE – 2023 TICKET SALES/LINE HOSTING AGREEMENT

- 1. AGREEMENT.** This Agreement is by and between Eastern Sierra Transit Authority, a joint powers agreement authority formed to provide public transportation in Inyo and Mono Counties (hereinafter referred to as "ESTA") and Mammoth Mountain Ski Area, LLC., a limited liability corporation incorporated in the State of California (hereinafter referred to as "MMSA").
- 2. TERM.** The Agreement shall commence on June 1, 2023 and shall end on October 31, 2023. The Agreement may be extended by mutual written consent of the parties.
- 3. PAYMENT.** In consideration for the sale of tickets and line hosting for the Reds Meadow Shuttle, ESTA shall pay to MMSA a flat fee of \$450 for each day that the mandatory Reds Meadow Shuttle operates for the 2023 season plus 2% of the gross ticket sales as reimbursement for credit card fees. MMSA shall invoice ESTA in arrears for Ticket Sales on a monthly basis. All payments will be made to MMSA at Post Office Box 24, Mammoth Lakes, CA 93546.
- 4. ESTA DUTIES.** ESTA will have the following duties which it agrees will be faithfully executed during the term of this Agreement:
 - 4.1.** ESTA shall cooperate with MMSA in determining minor modifications to ticket sales practices to enhance the efficiency and effectiveness of the sales.
 - 4.2.** ESTA will remit payment to MMSA within fifteen days of receipt of invoice.
- 5. MMSA Duties.** MMSA shall have the following duties, which it agrees will be faithfully executed during the term of this Agreement:
 - 5.1** MMSA will provide all required equipment, materials, supplies, personnel and administration necessary for the sale of Reds Meadow shuttle tickets from ticket sales venues at Adventure Center, The Village, and the Mammoth Mountain Inn on all days that the mandatory Reds Meadow Shuttle operates.
 - 5.2.** Tickets will be available for purchase from the ticket venues from 8:00 a.m. until 5:30 p.m.
 - 5.3.** MMSA shall utilize its existing computerized ticketing system to process and print the tickets. Tickets will be identified by date and will serve as a day pass or multiple day pass (e.g. 3 out of 5 days) for one individual to ride the shuttle.
 - 5.4.** MMSA shall provide reports to ESTA on a weekly basis detailing ticket sales by day.
 - 5.5.** MMSA will provide line control equipment and hosting to queue passengers waiting for ticket sales and to board the buses.
 - 5.6** MMSA shall remit the net proceeds from the ticket sales (gross proceeds minus credit card processing fees) to ESTA on a biweekly basis.
 - 5.7** MMSA shall make ticket sales personnel available for training regarding the Reds Meadow Shuttle to be presented by ESTA or the U.S. Forest Service. Such training shall not exceed four hours in length unless mutually agreed otherwise.
- 6. DEFAULT.** If MMSA fails to provide personnel for ticket sales, MMSA agrees to continue to provide space at the Adventure Center from which ESTA could sell tickets

- 7. INDEPENDENT CONTRACTOR.** ESTA and MMSA intend that MMSA's relationship to ESTA at all times and for all purposes under this agreement is to be that of independent contractor. MMSA is not to be considered an agent or employee of ESTA for any purpose, and neither MMSA nor any of MMSA's agents or employees are entitled to any of the benefits that ESTA provides for its employees. MMSA is solely and entirely responsible for its acts and the acts of its agents, subcontractors and employees during the performance of this agreement. MMSA is not an officer, employee, or agent of ESTA.
- 8. INDEMNITY & NOTICE.** To the extent authorized by the laws of the State of California, MMSA shall defend, indemnify and hold ESTA, its officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, in any manner arising out or in connection with MMSA's performance of this Agreement, including the payment of attorney's fees. Further, MMSA shall defend at its own expense, including attorney's fees, ESTA, its officials, officers, employees and agents in any legal action based upon such negligent acts, omissions or willful misconduct. The foregoing indemnity shall not apply to the extent any such claim arises from the negligent act or willful misconduct of ESTA, its officials, officers, employees and agents, in which case ESTA shall indemnify and hold MMSA harmless against any and all claims, demands, damages, liabilities and costs. In connection with this mutual Indemnification, each of the parties to this Agreement shall maintain insurance coverage at all times during the term of the Agreement and any extensions to the term. ESTA and MMSA shall promptly notify the other party of any such claim within five days of its receipt.
- 9. ASSIGNMENT.** MMSA may not assign or transfer any of its rights or obligations under this Agreement without prior written consent of ESTA. If ESTA consents to such an assignment, MMSA will continue to remain liable for performance under this Agreement.
- 10. TERMINATION OR EXPIRATION OF LEASE.** Either party may terminate this agreement with thirty (30) days notice to the other party. In accordance with Section 6 of this Agreement, if the agreement is terminated prior to October 31, 2023, MMSA will continue to provide a facility for ticket sales at the Adventure Center.
- 17. GENERAL PROVISIONS.** ESTA and MMSA will pay all amounts due under this Agreement. If either party waives or delays enforcing any of its rights under this Agreement, it will not affect that party's ability to enforce its rights afterward. Notices under this Agreement must be in writing, properly addressed, and mailed U.S. Mail, and will be effective upon receipt. This Agreement shall constitute the entire agreement between the parties and may not be changed except by an instrument in writing, signed by both parties. This Agreement will be governed by the laws of the State of California.
- 18. NOTICES.** All notices and other information regarding this Agreement shall be mailed to the other party at the address listed below.
- | | |
|---|--|
| Executive Director
Eastern Sierra Transit Authority
P.O. Box 1357
Bishop, CA 93515 | Mr. Casey McCoy
Mammoth Mountain Ski Area
P.O. Box 24
Mammoth Lakes, CA 93546 |
|---|--|
- 20. ESTA'S WARRANTIES.** ESTA warrants that (a) ESTA is and shall at all times hereafter be duly organized, validly existing and in good standing under the laws of the State of California and it has duly authorized the execution, delivery and performance of this Agreement; (b) this Agreement has been duly and validly executed and delivered by ESTA and constitutes the valid and binding obligation of the ESTA.
- 20. FORCE MAJEURE AND NO CONSEQUENTIAL DAMAGES.** MMSA shall not be liable for any failure or delay in delivery of services pursuant to this Agreement, or for any failure to perform any provision thereof, resulting from fire or other casualty, riot, strike or other labor difficulty, governmental regulation or restriction or any cause beyond MMSA's control. In no event shall MMSA be liable for any inconveniences, loss of

profits, or any other consequential, incidental or special damages resulting from any defect in or any theft, damage, loss or failure of any asset beyond MMSA's control, and there shall not be any abatement or set off of charges for services delivered because of the same.

EASTERN SIERRA TRANSIT AUTHORITY

MAMMOTH MOUNTAIN SKI AREA

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STAFF REPORT

Subject: Mammoth Mountain Ski Area Employee Free Transit MOU

Initiated by: Phil Moores, Executive Director

BACKGROUND

ESTA and Mammoth Mountain Ski Area (MMSA) are partners in a major service agreement that provides elevated levels of transit to the Mammoth Lakes area. In addition, it is desirable to offer MMSA employees free travel on board certain ESTA routes at certain times to ensure adequate staffing of key activity centers at MMSA and additional options for employees to get back home. A formal Memorandum of Understanding (MOU) is being negotiated between MMSA and ESTA to formalize the employee free ride program in FY23-24.

ANALYSIS

ESTA provides "fare free" travel on many of its Mammoth Lakes services already, and this extension of free rides to its partner, MMSA is logical and will help MMSA staff access work, additional options to travel home and other important locations. The free rides are limited to a small set of trips, mostly on the Mammoth Express and are on a "space-available" basis, with paying customers always having priority. It is common for transit agencies to offer free transit travel (fixed route) to its own and partner agency employees as an incentive to utilize the services.

FINANCIAL

The fares not collected by the implementation of this MOU are negligible.

RECOMMENDATION

The Board is recommended to approve the ESTA MOU with MMSA for free MMSA employee transit travel on certain routes at specific times, and authorize the Executive Director to sign and execute the agreement.

Memorandum of Understanding by and between Mammoth Mountain Ski Area and Eastern Sierra Transit Authority

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Mammoth Mountain Ski Area (MMSA) and the Eastern Sierra Transit Authority (ESTA) to govern the provision of transit privileges for MMSA employees on ESTA buses.

Background

MMSA has expanded the number of its employees who are housed in the Bishop area and who require transportation between Bishop and Mammoth. MMSA has requested that its' employees be provided a privilege to travel on ESTA buses between Mammoth and Bishop without paying a fare.

Purpose

This MOU will define the travel privileges afforded to MMSA employees traveling on ESTA buses between Mammoth Lakes and Bishop. Following are the specifics of the program:

- Offered to current MMSA employee with valid employee pass ID.
- Offered on a space-available basis. Fare paying passengers will take priority over MMSA employees. MMSA employees may only ride for free if there is an available passenger seat, or the driver authorizes standee passengers.
- Available on all ESTA runs between Bishop and Mammoth.
- MMSA Employees are expected to show pass upon each boarding.
- MMSA employees are subject to passenger conduct rules.

Funding

This MOU is not a commitment of funds from either party

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from MMSA and ESTA. This MOU shall become effective upon signature by the authorized officials from MMSA and ESTA and will remain in effect until modified by mutual consent, or terminated with at least seven days advance notice in writing by either party to the MOU. This agreement will be renewed annually along with the annual service agreement. MMSA agrees to

verify employment of a MMSA pass user upon request. ESTA agrees to verify employment of a MMSA ski pass holder upon request.

Contact Information

MMSA

Finlay Torrance
Director of Base Operations
P.O. Box 24
Mammoth Lakes, CA 93546
760.934.2571 ext. 3686
ftorrance@mammothresorts.com

ESTA

Phil Moores
Executive Director
P.O. Box 1357
Bishop, CA 93515
760.872.1901 ext. 12

ACCEPTED AND APPROVED

Mammoth Mountain Ski Area

Signature

Date: _____

Title

Eastern Sierra Transit Authority

Signature

Date: _____

Title

STAFF REPORT

Subject: Low Carbon Transit Operations Program FY 2022-23 Funds
Initiated by: Dawn Vidal, Administration Manager

BACKGROUND:

The Low Carbon Transit Operations Program (LCTOP) is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862. The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP will support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions. For agencies whose service area includes disadvantaged communities, at least 50 percent of the total moneys received shall be expended on projects that will benefit disadvantaged communities. Disadvantaged community in this program is focused on air quality, not income. Inyo County does not have any disadvantaged communities as defined in the LCTOP program.

This program is administered by Caltrans in coordination with Air Resource Board (ARB) and the State Controller's Office (SCO). The California Department of Transportation (Caltrans) is responsible to ensure that the statutory requirements of the program are met in terms of project eligibility, greenhouse gas reduction, disadvantaged community benefit, and other requirements of the law.

ANALYSIS/DISCUSSION:

Funding to the LCTOP is consistent to prior FY 21-22 where ESTA received \$125,243. \$127,112 is available in FY 22-23.

Eastern Sierra Transit is requesting FY 2022-23 LCTOP funds from both the Inyo and Mono County LTCs to fund three projects: continuation of an expansion of the Mammoth Express fixed route, additional Mammoth Express route available on the weekend and the purchase of an additional electric paratransit vehicle and supporting infrastructure to be used in Bishop dial-a-ride service.

The expansion of the Mammoth Express route is a continuation from the prior year and would continue to provide an additional northbound run departing Bishop The trips are at 6:45am to permit passengers to arrive in Mammoth in time to work a Monday through Friday 8:00am to 5:00pm shift, and additional southbound run

departing Mammoth at 7:05pm to permit passengers who work later shifts (beyond 5:00pm), or who wish to stay in Mammoth for the early evening hours for shopping, dining or socializing, to travel back to the communities of Crowley Lake, Tom’s Place or Bishop.

The additional Mammoth Express project would provide a morning and early evening roundtrip option from Bishop to Mammoth on Sundays. (Saturday will be covered by Reno route beginning in July 2023) This route would allow passengers to travel to Mammoth for both work and recreation to do so on Sunday. Additionally, it will give more options to Mammoth residents and visitors to spend time in Bishop.

The third project is for the purchase of one electric paratransit van to be used in Bishop dial-a-ride service. The vehicle will be fully ADA accessible and carry up to 9 passengers. This project will utilize four years of LCTOP roll over funding, vouchers and incentives funds. The vehicle is anticipated to be purchased in 2026.

FINANCIAL CONSIDERATIONS:

The (LCTOP) provides formula funding for approved operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility. The allocation of funding from the State Controller’s office for the Eastern Sierra Region totals \$127,211. The Section 99314 funds allocated to Eastern Sierra Transit are based primarily on ridership and fares received during the previous fiscal year.

Mono County (99313)	\$ 32,840
Eastern Sierra Transit Authority (99314)	\$ 47,688
Inyo County (99313)	\$ 46,584
Total	\$127,112

PROJECT COSTS:

The proposed costs for the projects are below.

Continues Expansion Of Mammoth Express	\$ 48,640
Additional Mammoth Express (Sundays)	\$ 31,888
Electric Vehicle	\$ 46,584
Total	\$127,112

RECOMMENDATION

It is recommended that the Board approve Resolution 2023-06 allocating \$127,112 of FY 2022-23 Low Carbon Transit Operations Program (LCTOP) funds for the expansion of Mammoth Express 2.0 fixed route service, The Mammoth Express Sunday expansion, and the purchase of an electric vehicle and infrastructure, and to authorize the Eastern Sierra Transit Authority's Executive Director or Administration Manager to complete and execute all documents for the Low Carbon Transit Operations Program submittal, allocation requests, and required reporting.



FY 2022-2023 LCTOP

Authorized Agent

AS THE Chairperson
(Chief Executive Officer/Director/President/Secretary)

OF THE Eastern Sierra Transit Authority
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Rail and Mass Transportation. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Phil Moores, Executive Director –Eastern Sierra Transit Authority OR
(Name and Title of Authorized Agent)

(Name and Title of Authorized Agent) OR

Click here to enter text. OR
(Name and Title of Authorized Agent)

Click here to enter text. OR
(Name and Title of Authorized Agent)

Karen Schwartz Chairperson
(Print Name) (Title)

(Signature)

Approved this 14 day of April, 2023

RESOLUTION #2023-06

AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)

FOR THE FOLLOWING PROJECT(S):

MAMMOTH EXPRESS 2.0 FIXED ROUTE SERVICE \$48,640

MAMMOTH EXPRESS Sunday Expansion \$31,888

ELECTRIC VEHICLE \$46,584

WHEREAS, the Eastern Sierra Transit Authority is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the Eastern Sierra Transit Authority wishes to delegate authorization to execute these documents and any amendments thereto to Phil Moores, Executive Director

WHEREAS, the Eastern Sierra Transit Authority wishes to implement the following LCTOP project(s) listed above,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Sierra Transit Authority that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Phil Moores, Executive Director be authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Eastern Sierra Transit Authority that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2022-2023 LCTOP funds:

List project(s), including the following information:

Project Name: Mammoth Express 2.0 Fixed Route Service

Amount of LCTOP funds requested: \$48,640

Short description of project: Operation of the 6:45 am Bishop to Mammoth and the 7:05 pm Mammoth to Bishop runs of the Mammoth Express Route.

Benefit to a Priority Populations: Project improves transit connectivity for residents in low-income communities.

Contributing Sponsors (if applicable): Mono County Local Transportation Commission

List project(s), including the following information:

Project Name: Mammoth Express Sunday Expansion

Amount of LCTOP funds requested: \$31,888

Short description of project: Would allow for a morning and early evening round trip passage from Bishop to Mammoth. his route would allow passengers to travel to Mammoth for both work and recreation to do so on Sunday. Additionally, it will give more options to Mammoth residents and visitors to spend time in Bishop.

Benefit to a Priority Populations: Project improves transit connectivity for residents in low-income communities.

Contributing Sponsors (if applicable): Mono County Local Transportation Commission

List project(s), including the following information:

Project Name: Electric Vehicle

Amount of LCTOP funds requested: \$46,584

Short description of project: Purchase of one electric paratransit vehicle and infrastructure
Benefit to a Priority Populations: Project creates or improves infrastructure or equipment that reduces criterial air pollutant or toxic air contaminant emissions in low-income communities.

Contributing Sponsors (if applicable): Inyo County Local Transportation Commission

APPROVED AND ADOPTED this 14th day of April, 2023, by the following vote of the Eastern Sierra Transit Authority Board of Directors:

AYES:

NOES:

ABSTAIN:

ABSENT:

Karen Schwartz, Chairperson
Eastern Sierra Transit Authority
Board of Directors

Attest: Linda Robinson
Secretary of the Board

By: _____

STAFF REPORT

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

Service

ESTA continues to deliver services despite driver shortages. This is due to the commitment of employees to make sure ESTA honors our promise to take people where they want and need to go. We have employees working long shifts and weekends in a typically selfless manner. Many thanks to all of them!

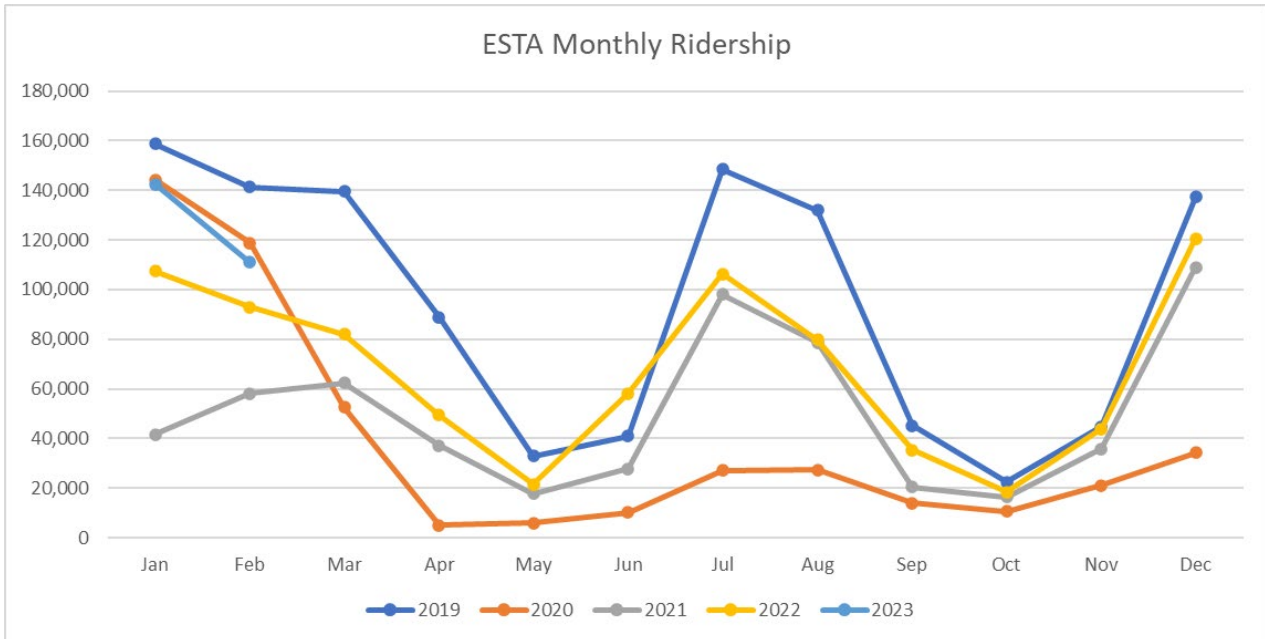
Our Employee of the Quarter is Carla Whistler from Lone Pine Dial-a-Ride. Carla has a wonderful relationship with the passengers in her community and is personally responsible for the success of that service. As evidenced by the table below, the Lone Pine service is close to pre-covid ridership. Please join me in congratulating Carla for her achievement as ESTA Employee of the Quarter. She is a superstar!

Ridership

Ridership is continuing to trend upwards with February’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.

February Ridership Report							
Route	Pre-Covid 2019	2020	2021	2022	2023	Change Current vs. Last year	% Change Current vs Pre-Covid
BEN	33.00	38.00	3.00	0.00	6.00	6	-82%
BISDAR	3,279.00	3,399.00	1,957.00	2,112.00	3,250.00	1,138	-1%
BPTCAR	14.00	18.00	4.00	20.00	19.00	-1	36%
LANC	378.00	311.00	172.00	317.00	308.00	-9	-19%
LP/BIS	174.00	213.00	197.00	146.00	211.00	65	21%
LPDAR	331.00	464.00	317.00	372.00	387.00	15	17%
MAMFR	27,317.00	25,725.00	6,917.00	16,280.00	19,514.00	3,234	-29%
MDAR	309.00	121.00	127.00	185.00	255.00	70	-17%
MMSA	108,157.00	94,668.00	47,820.00	72,116.00	85,746.00	13,630	-21%
MXP	446.00	396.00	215.00	515.00	441.00	-74	-1%
NRIDER	300.00	276.00	80.00	241.00	214.00	-27	-29%
OTR	254.00	242.00	0.00	0.00	101.00	101	-60%
RENO	408.00	457.00	353.00	566.00	614.00	48	50%
WLK	94.00	45.00	9.00	0.00	0.00	0	-100%
Total	141,494	126,373	58,171	92,870	111,066	18,196	-22%

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!



Bishop Building Project

We are at decision point with this project. Architectural and engineering plans are not covered with our current grant award. Understanding this presents an opportunity to move forward with the project despite the uncertainty regarding the eventual construction.

There is a little risk involved in expending funds for a project that does not have a full green light. When I lick my finger and feel the wind on Inyo/DWP negotiations, it seems favorable, but not guaranteed to be completed in the timeframe we need. Still, I am comfortable with the level of risk in getting started. When we weigh against the benefits of being shovel-ready, the risk is easier to justify. In other words, when the grant funds are finally released, being ready to move with construction plans will be very beneficial.

Unless there are objections to completing the A&E plans at this time, I intend to move forward.

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 February 4 ,2023.

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

OPRB payment of \$60,000 was made in January. This is the amount for the fiscal year.

Gas was budgeted at \$5.75 per gallon and averaged \$4.24 in January budget. FY to date average is \$4.83 per gallon.

Fuel and vehicle maintenance do not reflect Town of Mammoth Lakes invoicing for October- January.

Financial information as of: **4/7/2023** % of Fiscal Year: **77%** 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	1,209,849	380,171	76%	1,590,020	-	
4065	STATE TRANSIT ASST	478,666	341,218	137,448	71%	478,666	-	
4301	INTEREST FROM TREASURY	35,000	25,735	9,265	74%	35,000	-	
4498	STATE GRANTS	80,044	125,243	-	156%	125,243	45,199	
4499	STATE OTHER	78,839	36,844	41,995	47%	78,839	-	
4555	FEDERAL GRANTS	961,740	208,366	753,374	22%	961,740	-	Generally billed at end of FY
4599	OTHER AGENCIES	1,078,792	504,281	574,511	47%	1,078,792	-	
4747	INSURANCE PAYMENTS	-	-	-	-	-	-	
4819	SERVICES & FEES	2,405,107	1,640,063	765,044	68%	2,405,107	-	
4959	MISCELLANEOUS REVENUE	24,000	39,114	(15,114)	163%	24,000	-	Lefever Advertising
4999	PRIOR YEARS REIMBURSEMENTS	0	0	0	-	0	-	
Revenue Total:		6,732,208	4,130,713	2,646,694	61%	6,777,407	45,199	

Operating Expenditure:		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5001	SALARIED EMPLOYEES	1,709,481	1,233,358	476,123	72%			
5003	OVERTIME	125,820	143,924	(18,104)	114%			
5005	HOLIDAY OVERTIME	124,726	130,870	(6,144)	105%			
5012	PART TIME EMPLOYEES	535,472	311,033	224,439	58%			
	Wages subtotal	2,495,499	1,819,185	676,314	73%	2,495,499	-	New EEA Wages 1/2/2023
5021	RETIREMENT & SOCIAL SECURITY	61,898	35,450	26,448	57%	61,898	-	
5022	PERS RETIREMENT	260,870	162,975	97,895	62%	260,870	-	
5025	RETIREE HEALTH BENEFITS	3,720	-	3,720	0%	3,720	-	
5031	MEDICAL INSURANCE	329,850	173,600	156,251	53%	329,850	-	Rate Increase 1/1/23
5043	OTHER BENEFITS	37,983	24,112	13,871	63%	37,983	-	
5045	COMPENSATED ABSENCE EXPENSE	204,239	121,537	82,702	60%	204,239	-	
5046	OPEB EXPENSE	60,000	60,000	-	100%	60,000	-	Paid in Advance
5047	EMPLOYEE INCENTIVES	11,600	8,966	2,634	77%	11,600	-	
5111	CLOTHING	2,500	1,794	706	72%	2,500	-	
5152	WORKERS COMPENSATION	100,638	105,028	(4,390)	104%	100,638	-	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	431,202	296,131	59%	727,333	-	Does not include Nov-March TOML
5173	MAINTENANCE OF EQUIPMENT-M	18,400	26,800	(8,400)	146%	28,000	(9,600)	
5191	MAINTENANCE OF STRUCTURES	5,000	-	5,000	0%	5,000	-	

Operating Expenditure:		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5211	MEMBERSHIPS	1,400	1,219	181	87%	1,400	-	
5232	OFFICE & OTHER EQUIP < \$5,000	16,900	5,647	11,253	33%	16,900	-	
5238	OFFICE SUPPLIES	9,000	5,700	3,300	63%	9,000	-	
5253	ACCOUNTING & AUDITING SERVIC	51,168	43,700	7,468	85%	51,168	-	
5260	HEALTH - EMPLOYEE PHYSICALS	7,001	6,354	647	91%	7,001	-	
5263	ADVERTISING	45,902	20,085	25,817	44%	45,902	-	
5265	PROFESSIONAL & SPECIAL SERVICE	312,595	120,124	192,471	38%	312,595	-	
5291	OFFICE, SPACE & SITE RENTAL	229,740	152,438	77,302	66%	224,528	-	
5311	GENERAL OPERATING EXPENSE	89,376	64,825	24,551	73%	89,376	-	
5326	LATE FEES & FINANCE CHARGES	300	49	251	16%	300	-	
5331	TRAVEL EXPENSE	17,099	5,112	11,987	30%	17,099	-	
5332	MILEAGE REIMBURSEMENT	28,000	16,708	11,292	60%	28,000	-	
5351	UTILITIES	81,846	83,099	(1,253)	102%	125,000	(43,154)	Snow Removal at Mammoth Yard
5352	FUEL & OIL	895,964	415,232	480,733	46%	895,964	-	Does not include Nov-March TOML
5539	OTHER AGENCY CONTRIBUTIONS	52,000	-	52,000	0%	-	-	
5901	CONTINGENCIES	124,150	-	124,150	0%	124,150	-	
	Expenditure Total:	6,517,411	4,102,901	2,414,510	63%	6,512,953		

TRANSFERS Expenditure		FY21/22 Budget	YTD Actual	Balance	% of Budget	Year End Forecast	YE Forecast Variance	Comments
5798	CAPITAL REPLACEMENT	145,781	-	145,781	-	145,781	-	
5801	OPERATING TRANSFERS OUT	-	-	-	-	-	-	
	Expenditure Total:	145,781	-	145,781	-	145,781	-	

NET TRANSFERS

Projected Revenue less Projected Expenses:	264,454
Less Capital Trolley Match:	69,000
Less Capital Replacement Transfers:	145,781
Less Capital Structures & Improvements:	13,801
Operating Balance:	35,872

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	708,524
Red's Revenue	594,693
All Other Passenger Fares	336,846
Total 4819	1,640,063

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

Ledger: GL

As Of 4/7/2023

Object	Description	Budget	Actual	Encumbrance	Balance	%
Key: 153298 - ESTA - BUDGET						
Revenue						
Expenditure						
Key: 153299 - EASTERN SIERRA TRANSIT						
Revenue						
4061	LOCAL TRANSPORTATION TAX	1,590,020.00	1,209,848.97	0.00	380,171.03	76.09
4065	STATE TRANSIT ASST	478,666.00	341,218.00	0.00	137,448.00	71.28
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
4301	INTEREST FROM TREASURY	35,000.00	25,735.49	0.00	9,264.51	73.52
4495	STATE GRANTS - CAPITAL	45,209.00	0.00	0.00	45,209.00	0.00
4498	STATE GRANTS	80,044.00	125,243.00	0.00	(45,199.00)	156.46
4499	STATE OTHER	78,839.00	36,844.39	0.00	41,994.61	46.73
4555	FEDERAL GRANTS	961,740.00	208,366.23	0.00	753,373.77	21.66
4557	FEDERAL GRANTS - CAPITAL	1,376,575.00	189,167.00	0.00	1,187,408.00	13.74
4599	OTHER AGENCIES	1,078,792.00	504,280.71	0.00	574,511.29	46.74
4819	SERVICES & FEES	2,405,107.00	1,640,062.67	0.00	765,044.33	68.19
4959	MISCELLANEOUS REVENUE	24,000.00	39,113.69	0.00	(15,113.69)	162.97
Revenue Total:		8,623,699.00	4,428,612.35	0.00	4,195,086.65	51.35
Expenditure						
5001	SALARIED EMPLOYEES	1,709,481.00	1,233,357.78	0.00	476,123.22	72.14
5003	OVERTIME	125,820.00	143,924.23	0.00	(18,104.23)	114.38
5005	HOLIDAY OVERTIME	124,726.00	130,870.33	0.00	(6,144.33)	104.92
5012	PART TIME EMPLOYEES	535,472.00	311,032.88	0.00	224,439.12	58.08
5021	RETIREMENT & SOCIAL SECURITY	61,898.00	35,449.85	0.00	26,448.15	57.27
5022	PERS RETIREMENT	260,870.00	162,974.72	0.00	97,895.28	62.47
5025	RETIREE HEALTH BENEFITS	3,720.00	0.00	0.00	3,720.00	0.00
5031	MEDICAL INSURANCE	329,850.00	173,599.50	0.00	156,250.50	52.62
5043	OTHER BENEFITS	37,983.00	24,112.30	0.00	13,870.70	63.48
5045	COMPENSATED ABSENCE EXPENSE	204,239.00	121,537.46	0.00	82,701.54	59.50
5046	OPEB EXPENSE	60,000.00	60,000.00	0.00	0.00	100.00
5047	EMPLOYEE INCENTIVES	11,600.00	8,966.12	0.00	2,633.88	77.29
5111	CLOTHING	2,500.00	1,794.01	0.00	705.99	71.76
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	431,202.39	0.00	296,130.61	59.28
5173	MAINTENANCE OF EQUIPMENT-	18,400.00	26,799.81	0.00	(8,399.81)	145.65
5191	MAINTENANCE OF STRUCTURES	5,000.00	0.00	0.00	5,000.00	0.00
5211	MEMBERSHIPS	1,400.00	1,219.00	0.00	181.00	87.07
5232	OFFICE & OTHER EQUIP < \$5,000	16,900.00	5,647.32	0.00	11,252.68	33.41
5238	OFFICE SUPPLIES	9,000.00	5,700.02	0.00	3,299.98	63.33
5253	ACCOUNTING & AUDITING SERVICE	51,168.00	43,700.01	0.00	7,467.99	85.40
5260	HEALTH - EMPLOYEE PHYSICALS	7,001.00	6,353.68	0.00	647.32	90.75
5263	ADVERTISING	45,902.00	20,085.08	0.00	25,816.92	43.75
5265	PROFESSIONAL & SPECIAL SERVICE	312,595.00	120,124.39	0.00	192,470.61	38.42
5291	OFFICE, SPACE & SITE RENTAL	229,740.00	152,438.04	0.00	77,301.96	66.35
5311	GENERAL OPERATING EXPENSE	89,376.00	64,824.65	0.00	24,551.35	72.53
5326	LATE FEES & FINANCE CHARGES	300.00	48.61	0.00	251.39	16.20
5331	TRAVEL EXPENSE	17,099.00	5,111.75	0.00	11,987.25	29.89
5332	MILEAGE REIMBURSEMENT	28,000.00	16,780.09	0.00	11,219.91	59.92
5351	UTILITIES	81,846.00	83,099.08	0.00	(1,253.08)	101.53

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

Ledger: GL

As Of 4/7/2023

Object	Description	Budget	Actual	Encumbrance	Balance	%
5352	FUEL & OIL	895,964.00	415,231.50	0.00	480,732.50	46.34
5539	OTHER AGENCY CONTRIBUTIONS	52,000.00	0.00	0.00	52,000.00	0.00
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
5798	CAPITAL REPLACEMENT	145,781.00	0.00	0.00	145,781.00	0.00
5901	CONTINGENCIES	124,150.00	0.00	0.00	124,150.00	0.00
Expenditure Total:		8,957,013.00	4,805,974.44	0.00	4,151,038.56	53.65
153299	Key Total:	(333,314.00)	(377,362.09)	0.00	44,048.09	



Complete

**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	5,221,780	(3)	28,392	64,298			5,185,871		5,185,871
1533	ESTA ACCUMULATED CAPITAL	1,535,274						1,535,274		1,535,274
1534	ESTA GENERAL RESERVE	538,484						538,484		538,484
1535	ESTA BUDGET STAB RESERVE	215,392						215,392		215,392
1536	REDS MEADOW ROAD MAINTI	152,382						152,382		152,382
6809	S RTP TRANSPORT PLAN	50,315						50,315		50,315
6814	JARC-MAMMOTH EXPRESS	3,235				5,000		(1,765)		(1,765)
6820	NON-EMERGENCY TRAN REIM	5,714				10,485		(4,771)		(4,771)
6821	BISHOP YARD-ESTA	2,072				7,000		(4,928)		(4,928)
6822	LCTOP-ELECTRIC VEHICLE	498				5,907		(5,409)		(5,409)
6824	ESTA-LCTOP	39,927	3		41			39,889		39,889
6825	BISHOP ADMIN BUILDING	71,486						71,486		71,486
ESTA	Totals	7,836,559		28,392	64,339	28,392		7,772,220		7,772,220
Grand Totals		7,836,559		28,392	64,339	28,392		7,772,220		7,772,220

STAFF REPORT

Subject: Preliminary FY23/24 Budget

Presented By: Phil Moores, Executive Director

BACKGROUND:

ESTA’s Joint Powers Agreement (JPA) states that on or before April 1 of each year, the Authority shall cause to be prepared and submitted to the Board of Directors a proposed budget for the upcoming fiscal year.

ANALYSIS/DISCUSSION:

A preliminary budget for FY23/24 is being presented to the Board at this time in order to provide opening information and it is intended to provide a general financial overview of the upcoming year and to solicit direction, if desired, from the Board prior to finalization. This year, projections are somewhat unstable due to unpredictable effects of Covid related ridership and revenue reduction. It will take several years to return to regular ridership numbers and stronger tax-based revenues. In the case of gas tax revenue, steady decline is expected. The future road-use tax will hopefully infuse transit with fresh revenue, but the implementation of this new tax is not known.

The preliminary budget anticipates service levels that are generally consistent with last year, even though Reds Meadow Shuttle is uncertain. A summary of preliminary expenses by major expense category is detailed in the table below.

State and Federal Grant Revenues	22-23 Estimate	23-24 Estimate	Variance
LTF	\$1,590,020	\$1,692,903	\$102,883
STA*	\$478,055	\$617,902	\$139,847
Interest from Treasury	\$35,000	\$20,000	-\$15,000
State Grants Other	\$158,854	\$163,000	\$4,146
Federal Grants	\$961,739	\$1,303,408	\$341,669
Other Agencies	\$1,078,792	\$1,022,854	-\$55,938
Fares & Fees	\$2,405,107	\$2,052,269	-\$352,838
Miscellaneous	\$24,000	\$28,000	\$4,000
Total	\$6,731,567	\$6,900,336	\$168,769

Operating Expense Categories	22-23 Estimate	23-24 Estimate	Variance
Salaries & Benefits	\$3,360,000	\$3,359,388	-\$612
Insurance	\$325,000	\$395,470	\$70,470
Maintenance	\$630,000	\$725,000	\$95,000
Fuel	\$822,000	\$842,338	\$20,338
Facilities	\$275,000	\$229,540	-\$45,460
Services	\$288,915	\$250,948	-\$37,967
All Other	\$817,000	\$1,156,288	\$339,288
Capital Replacement	\$145,780	\$145,780	\$0
Total	\$6,663,695	\$7,104,752	\$441,057

The Bishop Creek Recreation Area Shuttle, and a new Saturday Reno Route are included in the calculations at this time. Based on this service level, preliminary estimates of expenditures project that revenues will be insufficient to fully fund the service by around \$204,000.

FINANCIAL CONSIDERATIONS

A budget for the FY23/24 fiscal year is required in order to operate ESTA's services. The preliminary budget presented at this time is an estimate of the revenues and expenditures now known or anticipated. Further financial and operational information will be developed in the next few months prior to the anticipated final budget to be presented for the Board's consideration in May or June of 2023.

RECOMMENDATION (Information Only)

This preliminary budget is presented for the Board's information, in compliance with the ESTA Joint Powers Agreement, and to receive any desired input from the Board as the FY23/24 budget is finalized.

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.

**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.

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 \$750/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.

STAFF REPORT

Subject: ESTA Charter Policy Rate Schedule Update

Presented by: Phil Moores, Executive Director

BACKGROUND:

A charter is defined as:

1. Transportation provided by ESTA at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
 - a. A third party pays the transit provider a negotiated price for the group;
 - b. Any fares charged to individual members of the group are collected by a third party;
 - c. The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
 - d. A third party determines the origin and destination of the trip as well as scheduling; or
2. Transportation provided by ESTA to the public for events or functions that occur on an irregular basis or for a limited duration and:
 - a. A premium fare is charged that is greater than the usual or customary fixed route fare; or
 - b. The service is paid for in whole or in part by a third party.

Each charter provided by ESTA requires extensive management as dictated by state and federal regulations. Current charter rates were set in 2019 and do not reflect the actual costs to provide and manage this service. The current hourly rate for a charter is \$85 an hour. The new pricing would be as follows, effective May 1, 2023:

Charter Rates

Effective Date: May 1, 2023

Charter Type	Minimum Hours	Minimum Charter Fare	Each additional Hour	Time at Destination
Private Charter	4	\$500.00	\$125.00	\$125.00
QHSO Charters	4	\$340.00	\$85.00	\$38.00

ANALYSIS/DISCUSSION:

ESTA is a qualified Federal Transit Administration subgrantee. ESTA's role as a public agency is to treat all citizens, groups, and political jurisdictions equally. Consequently, pricing of all charter services must be determined on a uniform basis and be based on costs to run the service. Additionally, ESTA must certify compliance with Federal charter service regulations as part of its annual Certifications and Assurances to the FTA.

FINANCIAL CONSIDERATIONS

There are financial benefits to changing the charter rates to a price that reflects current expenses. An additional issue to consider is the staff time needed to comply with the regulations. Charter notifications, scheduling, reporting, negotiations, communications, and invoicing take a considerable amount of time.

RECOMMENDATION

The Board is requested to approve the changes to the Eastern Sierra Transit Authority Charter Policy and authorize the Executive Director to continue manage, deny, and/or approve ESTA charter services.

ESTA Charter Services Policy and Procedures **Effective May 1, 2023**

Revisions: Appendix A

POLICIES & PROCEDURES FOR CHARTER SERVICES

ARTICLE I, PURPOSE

The purpose of this document is to establish the Eastern Sierra Transit Authority (ESTA) policy and procedures governing the operation of charter bus service incidental to normal public transit services. Specifically, the purpose of this policy is to implement California Code of Regulations 49 CFR 604, 49 USC 5301, and 23 USC 103(e)(4), 142(a), 142(c) which protects private charter operators from unauthorized competition from recipients of Federal financial assistance under Federal Transit Laws.

ARTICLE II, BACKGROUND

ESTA is the local public transit service provider in Inyo and Mono Counties. ESTA is a qualified Federal Transit Administration subgrantee. ESTA's role as a public agency is to treat all citizens, groups, and political jurisdictions equally. Consequently, pricing of all charter services must be determined on a uniform basis. Additionally, ESTA must certify compliance with Federal charter service regulations as part of its annual Certifications and Assurances to the FTA.

ESTA is governed by its eight-member Board of Directors, comprised of representatives from the cities of Mammoth Lakes and Bishop, and the counties of Inyo and Mono. The Board is charged with budget-making and policy development responsibilities.

ARTICLE III, DEFINITIONS

- (1) "Federal Transit Laws" means 49 U.S.C. 5301 et seq., and includes 23 U.S.C. 103(e)(4), 142(a), and 142(c), when used to provide assistance to public transit agencies for purchasing buses and vans.
- (2) "Administrator" means the Administrator of the Federal Transit Administration or his or her designee.
- (3) "Charter service" means, but does not include demand response service to individuals:
 - (a) Transportation provided by ESTA at the request of a third party for the exclusive use of a bus or van for a negotiated price. The following features may be characteristic of charter service:
 - (i) A third party pays the transit provider a negotiated price for the group;
 - (ii) Any fares charged to individual members of the group are collected by a third party;
 - (iii) The service is not part of the transit provider's regularly scheduled service, or is offered for a limited period of time; or
 - (iv) A third party determines the origin and destination of the trip as well as

- scheduling; or
- (b) Transportation provided by ESTA to the public for events or functions that occur on an irregular basis or for a limited duration and:
 - (i) A premium fare is charged that is greater than the usual or customary fixed route fare; or
 - (ii) The service is paid for in whole or in part by a third party.
 - (4) "Charter hours" means total hours operated by drivers, buses, or vans while in charter service including:
 - (a) 30 minutes for a pre-trip vehicle safety inspection and 10 minutes for a post-trip inspection daily;
 - (b) Hours operated while carrying passengers for hire, plus
 - (c) Associated deadhead hours.
 - (5) "Exclusive" means service that a reasonable person would conclude is intended to exclude members of the public.
 - (6) "Government official" means an individual elected or appointed at the local, state, or Federal level.
 - (7) "Interested party" means an individual, partnership, corporation, association, or other organization that has a financial interest that is affected by the actions of ESTA providing charter service under the Federal Transit Laws. This term includes states, counties, cities, and their subdivisions, and tribal nations.
 - (8) "Program purposes" means transportation that serves the needs of either human service agencies or targeted populations (elderly, individuals with disabilities, and or low-income individuals); this does not include exclusive service for other groups formed for purposes unrelated to the special needs of the targeted populations identified herein.
 - (9) "Qualified human service organization (QHSEO)" means an organization that serves persons who qualify for human service or transportation-related programs or services due to disability, income, or advanced age. This term is used consistent with the President's Executive Order on Human Service Transportation Coordination (February 24, 2004).
 - (10) "Registered charter provider" means a private charter operator that wants to receive notice of charter service requests directed to ESTA and has registered on FTA's charter registration Web site.
 - (11) "Registration list" means the current list of registered charter providers and qualified human service organizations maintained on FTA's charter registration website.

ARTICLE IV, EXCEPTIONS

The purpose of this subpart is to identify the limited exceptions under which ESTA may provide community-based charter services. Although the FTA identifies a total of six possible exceptions, ESTA will only consider four exceptions that are applicable to its operating environment:

- (1) Government officials on official government business:
 - (a) ESTA may provide charter service to government officials (Federal, State, and local) for official government business, which can include non-transit related purposes, if ESTA:
 - (i) Provides the service in its geographic service area;

- (ii) Does not generate revenue from the charter service, except as required by law; and
- (iii) After providing such service, records the following:
 - (1) The government organization's name, address, phone number, and email address;
 - (2) The date and time of service;
 - (3) The number of passengers (specifically noting the number of government officials on the trip);
 - (4) The origin, destination, and trip length (miles and hours);
 - (5) The fee collected, if any; and
 - (6) The vehicle number for the vehicle used to provide the service.

ESTA shall be limited annually to 80 charter hours for providing trips to government officials for official government business. At least one ESTA government official must be on-board the charter.

(2) Petitions to the FTA Administrator:

- (a) ESTA may petition the Administrator for an exception to the charter service regulations to provide charter service directly to a customer for:
 - (i) Events of regional or national significance;
 - (ii) Hardship (only for non-urbanized areas under 50,000 in population or small urbanized areas under 200,000 in population); or
 - (iii) Unique and time sensitive events (e.g., funerals of local, regional, or national significance) that are in the public's interest.
- (b) The petition to the Administrator shall include the following information:
 - (i) The date and description of the event;
 - (ii) The type of service requested and the type of equipment;
 - (iii) The anticipated number of charter hours needed for the event;
 - (iv) The anticipated number of vehicles and duration of the event; and
- (1) For an event of regional or national significance, the petition shall include a description of how registered charter providers were consulted, how registered charter providers will be utilized in providing the charter service, a certification that the recipient has exhausted all of the registered charter providers in its geographic service area, and submit the petition at least 90 days before the first day of the event described in paragraph (b)(i) of this section;
- (2) For a hardship request, a petition is only available if the registered charter provider has deadhead time that exceeds total trip time from initial pickup to final drop-off, including wait time. The petition shall describe how the registered charter provider's minimum duration would create a hardship on the group requesting the charter service; or
- (3) For unique and time sensitive events, the petition shall describe why the event is unique or time sensitive and how providing the charter service would be in the public's interest.
- (c) Upon receipt of a petition that meets the requirements set forth in paragraph (b) of this section, the Administrator shall review the materials and issue a written decision denying or granting the request in whole or in part. In making this decision, the Administrator may seek such additional information as the Administrator deems necessary. The Administrator's

decision shall be filed in the Petitions to the Administrator docket, number FTA-2007-0022 at [http:// www.regulations.gov](http://www.regulations.gov) and sent to the recipient.

- (d) Any exception granted by the Administrator under this section shall be effective only for the event identified in paragraph (b)(i) of this section.
- (e) ESTA shall send its petition to the Administrator by facsimile to (202) 366-3809 or by e-mail to ombudsman.charterservice@dot.gov.
- (f) ESTA shall retain a copy of the Administrator's approval for a period of at least three years and shall include it in the quarterly report posted on the charter registration Web site.

(3) Qualified Human Services Organizations:

- (a) ESTA may provide charter service to a qualified human service organization (QHSO) for the purpose of serving persons:
 - (i) With mobility limitations related to advanced age;
 - (ii) With disabilities; or
 - (iii) With low income.
- (b) If an organization serving persons described in paragraph (a) of this section receives funding, directly or indirectly, from the programs listed in Appendix A of 49 CFR 604, the QHSO shall not be required to register on the FTA charter registration Web site.
- (c) If a QHSO serving persons described in paragraph (a) of this section does not receive funding from any of the programs listed in Appendix A of 49 CFR 604, the QHSO shall register on the FTA charter registration Web site in accordance with 49 CFR 604.15.
- (d) ESTA providing charter service under this exception, whether or not the QHSO receives funding from Appendix A of 49 CFR 604 programs, and after providing such charter service, shall record:
 - (i) The QHSO's name, address, phone number, and e-mail address;
 - (ii) The date and time of service;
 - (iii) The number of passengers;
 - (iv) The origin, destination, and trip length (miles and hours);
 - (v) The fee collected, if any; and
 - (vi) The vehicle number for the vehicle used to provide the service.

(4) When no other registered charter provider responds to notice from ESTA:

When ESTA receives a request to provides charter services other than described in sections (1), (2), or (3) of this subpart, notification per 49 CFR 604.14 is required.

- (a) ESTA may provide charter service, on its own initiative or at the request of a third party, if no registered charter provider responds to the notice issued per 49 CFR 604.14:
 - (i) Within 72 hours for charter service requested to be provided in less than 30 days; or
 - (ii) Within 14 calendar days for charter service requested to be provided in 30 days or more.
- (b) ESTA shall not provide charter service under this section if a registered charter provider indicates an interest in providing the charter service set out in the notice issued pursuant to §604.14 and the registered charter

- provider has informed the recipient of its interest in providing the service.
- (c) The notification to the registered charter providers shall include:
 - (i) E-mail notice of the request shall be sent by the close of business on the day ESTA receives the request unless ESTA received the request after 2 p.m., in which case ESTA shall send the notice by the close of business the next business day;
 - (ii) E-mail notice sent to the list of registered charter providers shall include:
 - (1) Customer name, address, phone number, and e-mail address (if available);
 - (2) Requested date of service;
 - (3) Approximate number of passengers;
 - (4) Whether the type of equipment requested is (are) bus(es) or van(s); and
 - (5) Trip itinerary and approximate duration; and
 - (iii) If ESTA intends to provide service that meets the definition of charter service under 49 CFR 604.3(c)(2), the email notice must include the fare ESTA intends to charge for the service.
 - (d) ESTA shall retain an electronic copy of the e-mail notice and the list of registered charter providers that were sent e-mail notice of the requested charter service for a period of at least three years from the date the e-mail notice was sent.
 - (e) If a recipient receives an "undeliverable" notice in response to its email notice, the recipient shall send the notice via facsimile. The recipient shall maintain the record of the undeliverable e-mail notice and the facsimile sent confirmation for a period of three years.
 - (f) After providing the service, ESTA shall record:
 - (i) The group's name, address, phone number, and e-mail address;
 - (ii) The date and time of service;
 - (iii) The number of passengers;
 - (iv) The origin, destination, and trip length (miles and hours);
 - (v) The fee collected, if any; and
 - (vi) The vehicle number for the vehicle used to provide the service.

ARTICLE V, POLICIES AND PROCEDURES

- (1) When ESTA provides charter service in accordance with one or more of the exceptions above they shall maintain the required notice and records in an electronic format for a period of at least three years from the date of the service. ESTA may maintain the required records in other formats in addition to the electronic format.
- (2) In addition to the requirements identified in paragraph (1) of this section, the records required shall include a clear statement identifying which exception ESTA relied upon when it provided the charter service.
- (3) ESTA shall post the records required on the FTA charter registration website 30 days after the end of each calendar quarter (i.e., January 30th, April 30th, July 30th, and October 30th). A single document or charter log may include all charter service trips provided during the quarter.
- (4) ESTA may exclude specific origin and destination information for safety and security reasons from the reporting in (3). If ESTA excludes such information, the record of the service shall describe the reason why such information was excluded and provide generalized information instead of providing specific origin and destination information.

ARTICLE VI, OPERATIONAL REQUIREMENTS

- (1) Geographical Charter Service Area: ESTA will offer incidental charter services with an origin within Inyo and Mono counties only.
- (2) Charter Vehicle Capacity: Each vehicle's passenger capacity is limited to its number of seats, including authorized wheelchair positions. Baggage or other property must be carried onto the vehicle by the passenger, and will be limited as to the quantity, weight, and/or size that can be safely transported. Any article that creates, in the opinion of the bus operator or other ESTA supervisor, a hazardous condition or that is likely to damage the vehicle will not be transported.
- (3) Safety Concerns on Charter Service Operations: In the interest of safety, ESTA reserves the right to refuse to operate charter service when environmental conditions dictate, including inaccessible destination sites, inclement weather, etc. Wherever practical, ESTA will cooperate with the requesting party in revising the route in order to successfully provide the charter service.
- (4) Charter Service Schedule: ESTA endeavors to maintain a mutually-agreed upon schedule but cannot guarantee arrival or departure times due to accidents, breakdowns, road conditions, inclement weather, and/or other circumstances beyond its control. ESTA assigns qualified bus operators that have been instructed to drive at speed limits prescribed by law or that are required to operate safely. ESTA shall not be held responsible for personal property that is left on its vehicles.
- (5) Charter Employee / Bus Assignments: ESTA reserves the right to assign employees to a specific job, and to substitute or replace employees without notice. Wherever possible, requests for specific bus operators will be honored.
- (6) Charter Vehicle Breakdowns: Vehicles furnished by ESTA are inspected by maintenance staff before being put into charter service to ensure safe operation. Should mechanical failure require the replacement of a vehicle originally assigned, the replacement vehicle may be of a different type; every effort will be made to provide a similar vehicle. The requesting party will not be charged for time delays or additional miles traveled specifically related to replacing the faulty vehicle, or for any other delays that were the direct fault of ESTA.
- (7) Dealing with Objectionable Passengers on Charter Services: ESTA reserves the right to refuse to transport a person:
 - a. Under the influence of alcohol or drugs, and/or
 - b. Whose conduct is such, or likely to become such, as to make him/her objectionable to other persons. Persons who conduct themselves in an objectionable manner will be reported to law enforcement officials.
- (8) Limited Availability of Charter Services in Peak Periods: For the purpose of this Policy and Procedures, peak periods are defined as Monday through Friday from 7:00 AM to 7:00 PM. ESTA reserves the right to operate limited charter bus service, where appropriate, during peak periods where regularly scheduled services will not be adversely affected.
- (9) Charter Vehicle Service Hours and Miles: The requesting party will be charged according to the vehicle service hours operated; a minimum of four vehicle service hours will be charged for each chartered vehicle. The

following definitions will be used:

a. A vehicle service hour is defined as that incremental amount of time that each chartered vehicle is in service, from the time that the vehicle departs from the dispatched point on its way to the party's requested location until the time it returns to the ESTA garage or point where the vehicle engages in another service. Vehicle service hours include idle time and deadhead time, as well as vehicle safety check-out time (30 minutes) and check-in time (10 minutes).

b. A vehicle service mile is defined as the incremental miles traveled that each chartered vehicle is in service, from the vehicle departure point at the dispatched point on its way to the party's requested location until the miles accumulated in reaching the ESTA garage or point where the vehicle engages in another service.

All charter vehicle service hours and miles will be deducted from the "useful life" of each vehicle used as defined by the FTA.

(10) Charter Rates: Rates will be determined annually as part of the ESTA budget-making process or as amended by the ESTA Board (see Appendix A).

(11) Damage to Vehicles on Charter Services: All expenses related to repairing damage to vehicles resulting from acts of the contracting party or its users shall be charged to the contracting party, and will be payable upon presentation of invoice (or retention of deposit, as appropriate). Damage repairs completed by ESTA staff will be billed at \$125.00 per hour, in addition to any parts and associated materials. Repairs completed by outside vendors will be charged at the full invoice cost, plus 5 percent for overhead charges. If the vehicle is rendered inoperable, the chartering party will be charged \$125.00 per day that the vehicle is not available for regular ESTA service. Finally, damage includes the cleaning of biohazard waste material (i.e., vomit or urine), which will be charged at a rate of \$125 per incident.

(12) Payments for Charter Service: All customers booking charter service with ESTA must pay-in-full for service on a cash basis. Payment in full must be made within 30 calendar days from the receipt of the invoice. A deposit may also be required.

(13) Cancellations of Charter Service: Any party seeking to cancel scheduled charter services must do so at least 48 hours prior to the scheduled charter start time. If not canceled according to this requirement, the party will be charged 25 percent of the original estimated costs for the service or two vehicle service hours per bus requested (whichever is less).

(14) All parties ESTA considers for charter service must complete an application (Appendix B) and sign the agreement (Appendix C).

(15) Charter Bus Drivers will complete a daily trip sheet (Appendix D) which is available upon request.

APPENDIX A

Charter Rates

Effective Date: May 1, 2023

The following rates are approved by the ESTA Board of Directors.

Charter Type	Minimum Hours	Minimum Charter Fare	Each additional Hour	Time at Destination
Private Charter	4	\$500.00	\$125.00	\$125.00
QHSO Charters	4	\$340.00	\$85.00	\$38.00

To estimate the cost of the charter, follow these guidelines:

- (1) Charged at \$125.00/hr.
 - a. 30 minutes for pre-trip vehicle safety inspection and 10 minutes for post-trip inspection daily,
 - b. Drive time to/from destinations including travel to/from layover locations,
 - c. All deadhead time, and
 - d. Time at destination.

- (2) For QHSO charters, the time at destination (d) above is charged at \$38.00/hr. This is the time spent not driving and waiting for the event to finish.



APPENDIX B

Charter Application

Please answer the questions below. This application is not a guarantee of service. Eastern Sierra Transit Authority (ESTA) is a federally funded agency. The California Code of Regulations 49 CFR 604 requires extensive notifications, data gathering, and reporting in order for ESTA to provide charter services. There are conditions which prevent ESTA from providing certain charter services including, but not limited to, orders from the ESTA Board of Directors.

1. Business Name: _____
2. Address: _____
3. Contact Person's Name: _____
4. Phone #'s: _____ Email: _____
5. List dates, times, locations, map of routes, and total hours of each day's service (Use extra pages if needed. If the service is a loop, indicate in the notes section):
 1. Date: _____ Start time: _____ Start address: _____
Notes: _____
End Time: _____ End address: _____
Notes: _____ Total Hours: _____
 2. Date: _____ Start time: _____ Start address: _____
Notes: _____
End Time: _____ End address: _____
Notes: _____ Total Hours: _____
 3. Date: _____ Start time: _____ Start address: _____
Notes: _____
End Time: _____ End address: _____
Notes: _____ Total Hours: _____
 4. Date: _____ Start time: _____ Start address: _____

Notes: _____

End Time: _____ End address: _____

Notes: _____ Total Hours: _____

5. Date: _____ Start time: _____ Start address: _____

Notes: _____

End Time: _____ End address: _____

Notes: _____ Total Hours: _____

6. Date: _____ Start time: _____ Start address: _____

Notes: _____

End Time: _____ End address: _____

Notes: _____ Total Hours: _____

6. Frequency of service expected. For example, every 30 minutes, hourly, out and back trip, etc.

7. Approximate number of total passengers from all services requested: _____

8. Maximum number of passengers on a vehicle at the same time: _____

9. Number of wheelchairs/mobility devices that must be tied down: _____

10. Are you a Qualified Human Services Organization? Ask, if you're unsure.
Circle one: Yes or No

11. Comments: _____



ESTA Charter Agreement

ESTA requires that all recipients of charter services sign and agree to the terms of ESTA Charter Services Policy and Procedures. By signing below, you declare that you read, understand, and agree to the terms stated in this Policy.

Applicant's Signature

Date

Print Name

Town of Mammoth Lakes Office Use Only	
_____ Public Works Department Director or designee	_____ Date
_____ Recreation Department Representative Director of Designee	_____ Date
<ul style="list-style-type: none"> • Completed & Received TOML Special Event Permit? Yes / No • Approved for Measure U Funding? Yes / No 	

ESTA Office Use Only
Charter Approved: _____ ESTA Executive Director
Charter Denied: _____ ESTA Executive Director
Reason for Denial: _____

APPENDIX D

Charter Driver Trip Sheet

Please complete one trip sheet per day of charter service. Use multiple sheets if necessary.

Driver Name: _____ Bus # _____

Start Miles: _____ End Miles: _____

Date: _____ Name of Charter: _____

Enter start and end times below

First Trip Total pass.

Deadhead: Start: _____ End: _____ Total time: _____

In service: Start: _____ End: _____ Total time: _____

Layover: Start: _____ End: _____ Total time: _____

Deadhead: Start: _____ End: _____ Total time: _____

In service: Start: _____ End: _____ Total time: _____

Deadhead: Start: _____ End: _____ Total time: _____

Second Trip Total pass.

Deadhead: Start: _____ End: _____ Total time: _____

In service: Start: _____ End: _____ Total time: _____

Layover: Start: _____ End: _____ Total time: _____

Deadhead: Start: _____ End: _____ Total time: _____

In service: Start: _____ End: _____ Total time: _____

Deadhead: Start: _____ End: _____ Total time: _____

Office Use Only Enter all time in Hours and/or minutes.

Pre-trip: 0 hr. 30 min Total Layover*: ___hr. ___min

Total Deadhead: ___hr. ___min Post-trip 0 hr. 10 min

In Service Hours: ___hr. ___min **Total Hours: _____hr. _____min**

*QHSO's are charged \$38/hr at layover

PUBLIC HEARING NOTICE

Eastern Sierra Transit Charter Fares

There will be a public hearing on Eastern Sierra Transit charter fares on April 14, 2023, 11am, at 301 W. Line Street, Bishop, CA.

PUBLIC HEARING NOTICE

Eastern Sierra Transit Charter Fares

There will be a public hearing on Eastern Sierra Transit charter fares on April 14, 2023, 11am, at 301 W. Line Street, Bishop, CA.

NOTICIA PÚBLICA

Eastern Sierra Transit Authority está proponiendo tarifas de los autobuses de alquiler.

El plazo para comentar es Abril 14, 2023 en 301 W. Line Street, Bishop, CA.