



MONO COUNTY GRAND JURY

2020-2021

**TOWN OF MAMMOTH LAKES MANAGEMENT
OF SNOW REMOVAL ON EASEMENTS**

FINAL REPORT

Submitted July 30, 2021

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF MONO


IN RE:

2020-2021 Grand Jury

GENERAL ORDER

I certify that the 2020-2021 Grand Jury Final Report, Town of Mammoth Lakes Management of Snow Removal on Easements, pursuant to California Penal Code § 933 (a), complies with Title Four of the California Penal Code and direct the County Clerk to accept and file the final report as a public document.

Dated this 3rd day of August 2021.



MARK MAGIT
Presiding Judge of the Superior Court

TOWN OF MAMMOTH LAKES MANAGEMENT OF SNOW REMOVAL ON EASEMENTS

FINAL REPORT

July 30, 2021

SUMMARY

The 2020-2021 Mono County Grand Jury received a citizen's complaint regarding a dispute between a local homeowners association (HOA) and the Town of Mammoth Lakes (TOML). This dispute relates to a flooding situation that occurred when the capacity of a town-owned easement was exceeded in the winter of 2016/2017.

Resolution of this specific complaint is not within the jurisdiction of the Mono County Grand Jury. However it raised a more general question the Grand Jury can address. This issue relates to how the TOML manages easements for which it is responsible that affect private property specifically related to snow removal/storage and its resulting run-off.

BACKGROUND

In the winter of 2016/2017 and again in 2017/2018 flooding of private residences in a long-established subdivision was avoided due to quick response and cooperation among homeowners, friends, and volunteers from the Mammoth Lakes Fire Department. Those involved shoveled snow so that water from melting snow could drain without damaging houses. In subsequent winters the homeowners either shoveled the snow themselves or paid to have the area professionally shoveled rather than run the risk of damage to their property.

The claimant feels that the Town of Mammoth Lakes has not adequately addressed their concerns regarding past and potential flooding in this area and has not accepted responsibility for maintaining a TOML easement in such a way as to prevent flooding in the subdivision. The complainant maintains that there was no flooding in the area prior to a parking lot reconstruction at the Mammoth Elementary School and the addition of sidewalks in the area that occurred in the summer of 2016. A committee was formed that was made up of representatives from TOML and MUSD to oversee both projects.

A flooding situation can be predicted to occur in this location during any given Mammoth winter depending upon the amount of snowfall. This has created an ongoing problem in the adjacent neighborhood. While this dispute has remained unresolved for five (5) years now with no resolution in sight, it calls attention to the larger issue of snow removal placement, its subsequent snowmelt run-off and rain on snow run-off relative to TOML easements.

A construction project whose purpose was "to reconfigure the entrance, drop off, and parking area at Mammoth Elementary School" occurred in the summer of 2016. TOML provided

“construction management services” for the project and was involved in the bidding process. The same contractor was used to complete both projects.

METHODOLOGY

The Mono County Grand Jury interviewed a number of people including the complainant, Town of Mammoth Lakes staff and Mammoth Unified school district staff. The Grand Jury also viewed reports, documents, including a public works staff report of 2018 written by the Public Works Director and the Engineering Manager, a copy of the Notice of Exemption - categorical exemption §15301(c) and public meetings concerning this event. Not all documents requested from the town were provided.

DISCUSSION

After the school year ended in 2016, Mammoth Unified School District began a construction project at the Elementary school parking lot to create a horseshoe and bus lane to organize traffic and promote safety. The project was funded by MUSD. At the same time, the TOML began a construction project to build sidewalks on Meridian Boulevard, funded by monies from Safe Routes for Schools. The two projects were “married” per town staff and the same construction company was hired to do both after a bidding process managed by both MUSD and TOML.

A Public Works Document provided to the Grand Jury stated that physical improvements made during the 2016 construction project did include minor revisions to the drainage along the border between the Trails subdivision and Mammoth Elementary School, which added capacity to the drainage system in the area. No drainage study was conducted, rather a waiver was issued by TOML.

Problems of snowmelt runoff and rain on snow runoff arose in the subdivision the winter immediately following the construction. Homeowners took it upon themselves to remove snow from the easement to prevent damage to homes. This action prevented damages, but did not fix the problem which has the potential to reoccur whenever there is a big snow year or whenever the conditions of rain on snow occur. The TOML indicated that since there were no damage claims to property made, there is no problem. The issue of the existence of a damage claim is in dispute.

The TOML has a responsibility to its residents to hold itself to the same standard it holds private companies to when it comes to easements. In fact, merely the appearance of taking advantage of its position as enforcer of standards could be construed as preferential treatment and does not stand up to scrutiny. In this case the TOML gave two projects involving reconfiguring an existing parking lot and adding sidewalks a categorical exemption from further studies, in particular a drainage study, before construction began. This was a project where TOML was providing “construction management services” for the project. Not only can this be viewed as taking advantage of its position, it leaves the Town open to questions of potential future liability.

FINDINGS

F1. Flooding in a long-established subdivision in winter 2016/2017 in an easement deeded to TOML was avoided when frustrated homeowners and volunteers coordinated to shovel snow to successfully prevent snowmelt and rain-on-snow runoff from damaging a number of homes. The project that Mammoth Unified School managed in coordination with the TOML was not required to complete a drainage study, nor was a drainage study completed for the sidewalk project managed by TOML. Despite ongoing discussion and negotiation with TOML management there is no clear path to resolving the issue leaving the homeowners concerned that the situation can and will arise again through no fault of their own.

RECOMMENDATIONS

- R1. The Mono County Grand Jury recommends that the Town Council of Mammoth Lakes establish a policy that the Town prepare a drainage study for any project that the Town is involved in and which might alter existing drainage near public easements just like they require of any developer or contractor. The Town should not claim a “categorical exemption” for any project of their own that involves the possibility of unexpected drainage consequences as in this case. Such policy to be adopted and codified no later than December 31, 2021.
- R2. The Grand Jury recommends The Town Council of Mammoth Lakes direct town management to establish a clear policy for managing Town-owned easements and codify it by December 31, 2021.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code §933 and §933.05:

From the following governing body:

TOWN OF MAMMOTH LAKES TOWN COUNCIL - Finding #1 and Recommendation #1 and #2

RECUSAL DISCLAIMER

Please note that two members of the Grand Jury were recused from all aspects of the investigation, discussion and report due to conflict of interest.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Grand Jury.
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