



Mammoth Lakes Trail System

Adventures & Recreation

300 miles of trails
6,000 feet of elevation gain

Open year round and welcoming all users

- Fun for the whole family, from cruiser biking to multi-day adventures
- High-altitude training for athletes of all abilities
- Motorized access, staging, and support

How do you want to **PLAY TODAY?**

Backpacking	Fishing	Snowplay
Biking	Hiking	Snowshoeing
Birding	Kite Boarding	Swimming
Boating	OHV	Wildflower Viewing
Camping	Pets	Vista Viewing
Disc Golfing	Rock Climbing	
Dog Sledding	Running	
Equestrian	Skiing and Snowboarding	
Fall Color Viewing	Snowmobiling	

Connects you
to the world-famous
Eastern High Sierra
 from the town of Mammoth Lakes

- Pacific Crest Trail
- John Muir Trail
- John Muir Wilderness
- Ansel Adams Wilderness
- Yosemite National Park

MAMMOTH LAKES TRAIL SYSTEM



Inaugural Documents of Authority

- “Proposal from the Town of Mammoth Lakes to the United States Forest Service with Regard to a Mammoth Lakes Trail System” – PDF Page #2
- MLTS Assets (Track #1) – PDF Page # 14
- Intellectual Property (Track #2) – PDF Page # 54
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November 15, 2011





“Proposal from the Town of Mammoth Lakes to the United States Forest Service with Regard to a Mammoth Lakes Trail System”

Document Date: November 15, 2011

Document Contents:

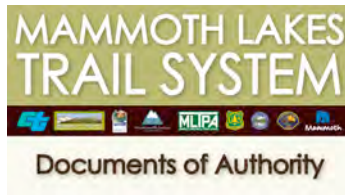
1. Content Draft – November 15, 2011 (with consensus updates in red text)
2. TOML/INF MLTS Proposal Meeting – October 21, 2011

Document Summary:

1. Content draft for the proposal from the Town of Mammoth Lakes to the United States Forest Service with regard to a Mammoth Lakes Trail System
 - a. Draft content of the necessary components of a Mammoth Lakes Trail System. Coordinated tasks include planning, design, implementation and construction, operations, maintenance, stewardship, marketing, and promotion of a Mammoth Lakes Trail System.
 - b. Potential soft-surface facilities for incorporation into a special use permit to be held by the Town of Mammoth Lakes.
2. Key agreements for Proposal Content and associated USFS agreement mechanisms.

Document Contributors:

- ☐ MLTPA/Recreation Comm. Trails Committee – September 27, 2011 @ 3:00 p.m.
In attendance: John Wentworth, Jay Deinken, Bill Taylor, Kim Stravers (MLTPA); Danna Stroud (SMG); Tony Colasardo (TOML Recreation Commission/Trails Committee)
- ☐ Review with Inyo National Forest – October 6, 2011 @ 3:00 p.m.
In attendance: John Wentworth, Jill Morrison, Drew Blankenbaker, Jay Deinken, Bill Taylor (MLTPA); Danna Stroud (SMG); Sean Turner (TOML Recreation Commission/Trails Committee); Mike Schlafmann (INF)
- ☐ TOML/INF MLTS Proposal Meeting – October 21, 2011 @ 9:00 a.m.
In attendance: Mike Schlafmann, Jon Kazmierski (INF); Rick Wood, Ray Jarvis, Dave Wilbrecht (TOML); Sean Turner (TOML Recreation Commission/Trails Committee); Danna Stroud, Carl Ribaudo (SMG); Bill Taylor, John Wentworth, Drew Blankenbaker (MLTPA)
- ☐ Partner Meeting - November 14, 2011
In attendance: Jon Regelbrugge, Mike Schlafmann, Jon Kazmierski (Inyo National Forest); Tony Colasardo (TOML Recreation Commission Trails Committee); Jo Bacon (TOML mayor); Jay Deinken (MLTPA Board of Directors); John Wentworth, Drew Blankenbaker, Kim Stravers (MLTPA staff)



Town of Mammoth Lakes
“Proposal to the Inyo National Forest for a
Mammoth Lakes Trail System”

Content Draft – November 15, 2011

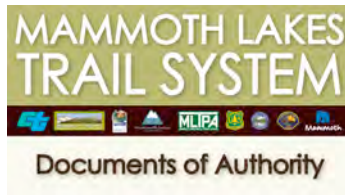
In attendance: Jon Regelbrugge, Mike Schlafmann, Jon Kazmierski (Inyo National Forest); Tony Colasardo (TOML Recreation Commission Trails Committee); Jo Bacon (TOML mayor); Jay Deinken (MLTPA Board of Directors); John Wentworth, Drew Blankenbaker, Kim Stravers (MLTPA staff)

A. The Partners shall coordinate the following tasks as they relate to the planning, design, implementation and construction, operations, maintenance, stewardship, marketing, and promotion of a Mammoth Lakes Trail System (MLTS).

1. Long-range strategic planning for the MLTS.
2. Public collaborative-planning efforts to the extent that these planning efforts affect agency responsibilities for the MLTS.
3. Focused planning efforts for specific MLTS projects.
4. The development and maintenance of a joint Standards Manual directing the uniform and coherent development, design, and implementation of MLTS trail and trail-related facilities, including but not limited to the design of recreation nodes, signage and wayfinding, soft-surface trails, multi-use paths, on-street bikeways, and trail amenities.
5. The development of standards for a coordinated design process for new MLTS facilities.
6. The planning and conducting of trail-alignment studies for potentially new MLTS facilities.
7. To the extent appropriate and feasible, the Partners shall conduct joint CEQA/NEPA environmental-review processes for specific MLTS projects.
8. Efforts to secure easements between various lands administered by the Town and the FS.
9. A proponent-based capital-projects implementation program as related to the MLTS.
10. The administration of the MLTS through the generation and implementation of an annual operations and management plan.
11. Implement and convene a governance program for the MLTS, hereinafter referred to as the “MLTS Coordinating Committee,” to discuss, coordinate, and develop policy, budget, and other matters pertaining to the MLTS and the governance of the MLTS.
12. The raising and acquiring of funds and resources, including grants and private donations, for the benefit of MLTS infrastructure and programs.

13. Foster the maintenance of a 21st-century technology and information system to enhance recreation experiences on the MLTS, including, but not limited to, a website. The Town shall endeavor to coordinate with the FS on this topic and shall request the input of the FS to the extent appropriate and feasible.
14. Management of databases and information systems, including but not limited to, GIS data, for the benefit of the MLTS. The Town shall endeavor to coordinate with the FS on this topic and shall request the input of the FS to the extent appropriate and feasible.
15. The development, delivery, and maintenance of an interpretive program as part of the MLTS.
16. Budgeting for the MLTS, including the prioritization of MLTS projects and programs within each agency's budgets.
17. The uniform enforcement of laws and regulations that affect the MLTS and the experiences of those participating in its recreation opportunities.
18. The short-, medium-, and long-term maintenance needs of the MLTS trail facilities and infrastructure, including, but not limited to, soft-surface trails, multi-use paths, equestrian-specific trails, Nordic-specific trails, and on-street bikeways.
19. The short-, medium-, and long-term maintenance needs of the MLTS trailhead facilities and infrastructure, including, but not limited to, restrooms, parking areas, trash removal, and landscaping.
20. Training of staff and the management of volunteer resources for consistency and efficiency and for the larger benefit of the MLTS
21. On a facility-by-facility basis, make short-, medium-, and/or long-term commitments on behalf of facilities they manage with regard to their representation and continued existence as MLTS facilities.
22. The development, deployment, and maintenance of an effective marketing strategy on behalf of the MLTS. The Town shall endeavor to coordinate with the FS on this topic and shall request the input of the FS to the extent appropriate and feasible.
23. The development, deployment, and maintenance of an effective sponsorship program on behalf of the MLTS. The Town shall endeavor to coordinate with the FS on this topic and shall request the input of the FS to the extent appropriate and feasible.
24. The development, maintenance, and offering for sale of items that include intellectual property, including, but not limited to, such items as maps, trail guides, routing information, photographs, and collateral soft goods and MLTS-branded items for the benefit of the MLTS. The Town shall endeavor to coordinate with the FS on this topic and shall request the input of the FS to the extent appropriate and feasible to ensure that fiduciary responsibilities are met (e.g., monitoring for illegal content).
25. The permitting and/or authorization for recreation events to take place on MLTS facilities.

B. Potential soft-surface facilities for incorporation into an appropriate agreement, such as a special-use permit, that would be held by the Town of Mammoth Lakes, including, but not limited to:



1. Arrowhead Lake Trails
2. Coldwater-George Trail
3. Crystal Lake Trail
4. Duck Pass Trail
5. Earthquake Fault Trail
6. Heart Lake Trail
7. Horseshoe Lake Loop
8. Knolls Loop
9. Mammoth Rock Trail
10. Mill City Wheel Trail
11. Mountain View Trail
12. Panorama Dome Trail
13. Panorama MTB Trails
14. TJ Lake Loop
15. Sherwin Lakes Trail
16. Mammoth Crest Trail (*a portion of this trail*)
17. Mammoth Pass–Crater Meadow Trail (*a portion of this trail*)

It was represented that the FS may be reluctant to put wilderness trails under special-use permit, but a maintenance program, for example, may be developed. The FS would like to see specifics (“who, what, where, and how”) on what the Town would like to do on such trails; the FS will evaluate the potential agreement structures/authority mechanisms based on this information.

It was represented that the Town desires to emphasize that, as regards Section B of this document, there will be continued coordination between the Town and the FS regarding prioritization of trails and the addition or removal of trails from this list. The Town’s current efforts to develop a prioritized five-year capital-improvements program and single-year budget were referenced in this discussion.

It was represented that it should be identified in the forthcoming Measure R application supporting the Town’s funding of this program that if Town Council approves this application, that approval will direct Town staff to begin working with the FS on the specific agreements and mechanisms that will allow the actions described by the tasks above.



Town of Mammoth Lakes
“Proposal to the Inyo National Forest for a
Mammoth Lakes Trail System”
Content Draft – October 20, 2011

TOML/INF MLTS Proposal Meeting – October 21, 2011 @ 9:00 AM
INF Conference Room

In attendance: Mike Schlafmann, Jon Kazmierski (INF); Rick Wood, Ray Jarvis, Dave Wilbrecht (TOML); Sean Turner, (TOML Rec. Comm./Trails Committee); Danna Stroud, Carl Ribauda (SMG); Bill Taylor, John Wentworth, Drew Blankenbaker (MLTPA)

Red Text = Additional Notes on the Proposal Content
Orange Text = FS Agreement Mechanism

1. Planning (MOU)

a. Strategic Planning

- i. Track 4 consensus – “Partners can participate in long-range strategic planning for the MLTS, which includes the Town’s planning area.”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML will be the likely project proponent**

b. Collaborative Processes

- i. Track 4 consensus – “Partners can effectively participate and manage public collaborative-planning efforts.”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
 - a. **Example: “Sherwins Working Group”**

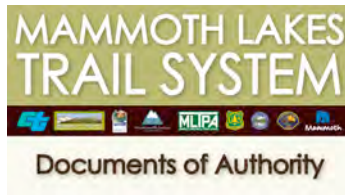
c. Focused Planning Efforts

- i. Track 4 consensus – “Partners can participate in focused planning efforts for specific MLTS projects”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
 - a. **Example: Motorized Staging Areas on Scenic Loop and Shady Rest**

2. Design (MOU, but the specifics, i.e., designs standards or trail alignments, would be adopted via a NEPA decision such as an EA or CE; these decisions reside with the District Ranger)

a. Guidelines and Standards

- i. Track 4 consensus – “The partners can agree to abide by and maintain a joint ‘Standards Manual’ for the MLTS”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML will be the likely project proponent**
 - a. **TOML currently developing “Standards Manual” through MLTPA Contractual Services Agreement**
 - b. Project Design
 - i. Track 4 consensus – “Standards can be developed for a coordinated design process for new facilities”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
 - c. Trail Alignment Studies
 - i. Track 4 consensus – “Partners can participate in coordinated Trail-Alignment Studies”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML will be the likely project proponent**
 - a. **“SHARP TTC: 2010” delivered to both TOML and INF**
 - i. **IDOA Pages 26 - 41**
3. **Implementation and Construction** (Special Use Permit with nuances; The FS would like to see one master use permit with the ability of future permit amendments for new uses or new facilities. The TOML could work toward securing an easement, but at this time this isn’t the best mechanism. An example would be Caltrans. The TOML could potentially pursue an easement for such items as roads, utility features, and maybe paved multi-use paths.)
 - a. Project-Based Environmental Analysis
 - i. Track 4 consensus – “The partners can agree to conduct joint CEQA/NEPA environmental processes for specific projects”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML will be the likely project proponent**
 - a. **IDOA Pages 19 - 41**
 - b. Easements/Access Negotiations
 - i. Track 4 consensus – “The partners can coordinate efforts to secure easements between various lands administered by the partners”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
 - a. **Example: Plum Property**
 - c. Project Implementation/Construction



- i. Track 4 consensus – “The partners can agree to participate in the coordination of a “proponent”-based capital-projects implementation program”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML and/or INF will be the project proponent
 - 3. TOML will be the likely project(s) proponent
 - a. IDOA Pages 19 – 41
 - b. Note that the numbers represented within these pages of the IDOA were taken from the Town’s TSMP and are merely estimates. These potential projects will ultimately live within the Town’s Public Facilities and Financing Plan.

4. Operations

- a. Management Plan (MOU)

- i. Track 4 consensus – “The partners can generate and implement a coordinated annual operations and management plan”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML will be the likely project proponent
 - a. IDOA Pages 59 - 67

RW – Discussion about Steve Searles’ displeasure with closures in the Lakes Basin and discussion of the TOML taking on these facilities to alleviate this concern.

MS – The above is plausible, but campgrounds are different. There is a bidding process for potential campground concessionaires, which specifies opening and closing dates. The FS can’t ask private entities to operate at a loss. TOML could also apply to be the concessionaire for such facilities and would have the opportunity to do so in 2015. In addition, nothing would bar the TOML from partnering with a private entity such as Inyo Recreation.

ST – Discussion regarding the idea that the Forest Service, once they give the management of a type of facility, they may never take on managing such services/facilities again in the future.

MS – This shift in facility management has been the trend, but the INF doesn’t envision abandoning the responsibility/funding for such facilities if the TOML took on their operation an/or maintenance.

NOTE: MLTS Atlas, especially nodes, should include information regarding hours/seasonality of operation

- b. Governance (MOU)

- i. Track 4 consensus – “The partners can agree to implement and convene a governance program for the MLTS”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML will be the likely project proponent

- a. IDOA Pages 59 - 67
- c. Interagency Coordination (MOU)
 - i. Track 4 consensus – “The partners can effectively coordinate their activities for the efficient and responsive management of the MLTS”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML will be the likely project proponent
 - a. IDOA Pages 59 - 67
- d. Fundraising (No agreement mechanism is necessary)
 - i. Track 4 consensus – “The partners can raise and acquire funds and resources, including grants, for the benefit of MLTS infrastructure and programs outside of their agency budgets.”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML and/or INF will be the project proponent
 - 3. TOML will be the likely project proponent
 - a. TOML has an existing contractual services contract with a local non-profit
- e. Website (MOU; MS indicated that it would be better if the Forest Service was not involved, but that the MLTS effort may benefit from some basic MOU language on this Operations component. Such language could be, “In good faith, the INF will coordinate with the TOML when possible.” OR more preferable would be: “the TOML will ask the INF for input”.)
 - i. Track 4 consensus – “The partners can effectively maintain 21st century technology and information systems to enhance recreation experiences on the MLTS, such as a website.”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML will be the likely project proponent
 - a. IDOA Pages 3 – 16 for scope of website representation opportunities
- f. Information Systems (MOU; this Operations component could benefit from some minimal MOU language such as, “The TOML will endeavor to coordinate with the FS when and where possible.” As with the Website component of this proposal, it is more important to simply include language about asking for FS input.)
 - i. Track 4 consensus – “The partners can effectively manage databases and information systems, such as GIS data, for the benefit of the MLTS.”
 - 1. TOML and INF can agree to commit resources
 - 2. TOML and/or INF will be the project proponent
 - 3. TOML will be the likely project proponent
 - a. Town has created inventory of MLTS facilities and support facilities (Appendix A: “MLTS Atlas”) through MLTPA Contractual Services Agreement



- g. Interpretive (MOU; MS believes that this component would be most effective with MOU language regarding “coordination”.)
 - i. Track 4 consensus – “The partners can effectively develop, deliver, and maintain an interpretive program as part of the MLTS.”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
 - 3. **TOML will be the likely project proponent**
 - a. **Town has created draft Interpretive Plan through MLTPA Contractual Services Agreement**
- h. Budgeting (MOU; MS added that the INF is not interested in coordinating of actual budgets, but instead would be interested in the coordination of funds raised. A portion of this Proposal item may be combined with the Management Plan component contained in 4a. Any coordination in regards to sharing physical resources would require a Participating Agreement or Challenge Cost Share Agreement.)
 - i. Track 4 consensus – “The partners can effectively coordinate their respective agency resources along with funds raised from outside agency budgets into a reliable and efficient program for budgeting the MLTS, including the prioritization of projects and programs over the short, medium, and long term.”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
- i. Regulations/Enforcement (This item is outside the scope of any MLTS agreement, however, this item could be addressed in some minimal MOU language.)
 - i. Track 4 consensus – “The partners can effectively coordinate the enforcement of the laws and regulations that affect the MLTS and the experiences of those participating in its recreation opportunities...but laws and regulations currently fall outside of the scope of this proposed partnership.”
 - 1. TOML and INF can agree to commit resources
 - 2. **TOML and/or INF will be the project proponent**
- j. Risk Management (insurance) (Special Use Permit; the specifics of this item would be identified in a Special Use Permit.)
 - i. Track 4 consensus – “Yes, but the INF made it clear that the federal government is protected and emphasized the need to

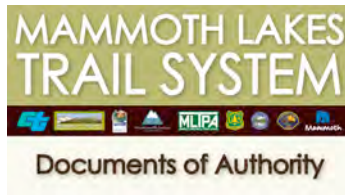
explore the difference between management and maintenance in the context of insurance needs. If the INF owns a particular facility, they would retain the liability. An example of this is the bathrooms at Horseshoe Lake. Under this scenario, the MLTS could find a sponsor to clean the bathrooms (maintenance). The Forest Service would continue to manage the facility and retain the liability, but the INF would not want the liability of the person cleaning the bathroom. If the TOML takes over the management of the facility, the liability would pass from the INF to the TOML.”

1. TOML and INF can agree to commit resources
2. TOML and/or INF will be the project proponent

For clarification on this particular Operations component: MS indicated that regarding facilities, the INF would retain responsibility for significant capital improvements. For example, if the Horseshoe Lake bathrooms burned down, the INF would then choose whether or not to rebuild the facility, but the TOML would not be responsible for covering this cost. Some responsibility would remain with the TOML for repairs or needed improvements that may result from the normal operation and maintenance of a facility. The INF is completely comfortable with the Town’s current level of liability coverage. The INF would require complete indemnification. Such terms would be specified under a special use permit.

5. Maintenance

- a. Maintenance Management (Granger-Thye Permit)
 - i. Track 4 consensus – “The partners can effectively coordinate resources and opportunities—whether the resources and opportunities are agency based or come from outside the agencies—for the short-, medium-, and long-term maintenance needs of the MLTS facilities and program, including but not limited to soft-surface trails, MUPs, equestrian-specific trails, Nordic-specific trails, and on-street bikeways.” The maintenance management component of this proposal would be directed by language contained within a special use permit or other appropriate land use agreement. Such an agreement would not place the Town with the sole responsibility of providing the capacity and resources necessary to fulfill this maintenance item.
 1. TOML and INF can agree to commit resources
 2. TOML and/or INF will be the project proponent
 - a. NOTE: Please note consensus on “Risk Management”, above.
 3. TOML will be the likely project proponent
 - a. IDOA Pages 17 - 18
- b. Trailhead Maintenance (Challenge Cost Share Agreement)
 - i. Track 4 consensus – “The partners can identify specific MLTS facilities from the MLTS inventory, including but not limited to restrooms, soft-surface trails, MUPs, parking areas, trash



removal, and landscaping, to which they can commit short-, medium-, and long-term maintenance resources.”

1. TOML and INF can agree to commit resources
2. **TOML and/or INF will be the project proponent**
 - a. **NOTE: Please note consensus on “Risk Management”, above.**

- c. Equipment Purchase/Maintenance (Annual Capital Outlay) **(No agreement mechanism is necessary)**
 - i. Track 4 consensus – “The partners can effectively manage the purchase, maintenance, and use of capital assets, such as trail-building or winter-maintenance equipment, for the benefit of the MLTS ... so long as they are not owned jointly”
 1. TOML and INF can agree to commit resources
 2. **TOML and/or INF will be the project proponent**
- d. Staff Training **(MOU)**
 - i. Track 4 consensus – “The partners can coordinate the training of staff and volunteer resources for consistency and efficiency and for the larger benefit of the MLTS”
 1. TOML and INF can agree to commit resources
 2. **TOML and/or INF will be the project proponent**

6. Stewardship

- a. Trail Protection Policy **(Special Use Permit or Challenge Cost Share Agreement)**
 - i. Track 4 consensus – “The partners can make short-, medium-, and/or long-term commitments on behalf of facilities they manage with regard to their representation and continued existence as MLTS facilities ... but the decision would need to be on a facility by facility basis.”
 1. TOML and INF can agree to commit resources
 2. **TOML will be the likely project proponent**
 - a. **IDOA Pages 3 – 16**

7. Marketing/Promotion **(MOU; MS indicated that the INF would prefer that the TOML just ask for input consultation, and that an MOU for this item is not necessary. However, it may be helpful to add minimal MOU language, similar to the website component of this proposal.)**

- a. Marketing Strategy
 - i. Track 4 consensus – “The partners can develop, deploy, and maintain an effective marketing strategy on behalf of the

MLTS... so long as the MLTS does not aim to commercialize the National Forest.”

1. TOML and INF can agree to commit resources
 2. **TOML will be the likely project proponent**
 - a. **IDOA Pages 42 - 58 “MLTS Intellectual Property”**
- b. Sponsorship Opportunities
- i. Track 4 consensus – The partners can develop, deploy, and maintain sponsorship opportunities on behalf of the MLTS... so long as the MLTS does not aim to commercialize the National Forest.”
 1. TOML and INF can agree to commit resources
 2. **TOML will be the likely project proponent**
 - a. **IDOA Pages 42 - 58 “MLTS Intellectual Property”**
 - i. **Example: “MMSA and Ford”**
- c. Trail Maps/Guides
- i. Track 4 consensus – “The partners can develop, maintain, and offer for sale items that include intellectual property such as maps, trail guides, routing information, photographs, and/or collateral soft goods and MLTS-branded items for the benefit of the MLTS. INF would like to have a seat at the table to ensure that fiduciary responsibilities are met, i.e., monitoring for illegal content.”
 1. TOML and INF can agree to commit resources
 2. **TOML will be the likely project proponent**
 - a. **IDOA Pages 42 - 58 “MLTS Intellectual Property”**
- d. Trail Events (blanket trails permit such as examples of events. Annual operating plan as part of SUP identifies events for the year.
- i. Track 4 consensus – “The partners can permit/authorize recreation events to take place on MLTS facilities.”
 1. TOML and INF can agree to commit resources
 2. **TOML will be the likely project proponent**

Next Steps:

1. The various components of the MLTS proposal are discrete items and should be developed as such.
2. The TOML TSMP can be accepted as the Master Development Plan for the MLTS proposal via a “letter of acceptance” from the INF.
3. Hand off agreement is being pursued.
4. Forest Service marketing and sponsorship policies should be obtained
5. Discussion about supplanting and Measure R
 - a. “Paragraph” to address how maintenance is going to happen.



MLTS Assets Track #1

Document Date: October 14, 2011

Document Contents:

1. "Mammoth Lakes Trail System Atlas Summary"
2. "Potential Facilities for Addition to Existing TOML Use Permit"
3. "TOML/MLTS Draft Capital Improvement Plan"
4. "List of potential implementation projects for the near-term"
5. "Appendix A: Mammoth Lakes Trail System Atlas"

Document Summary:

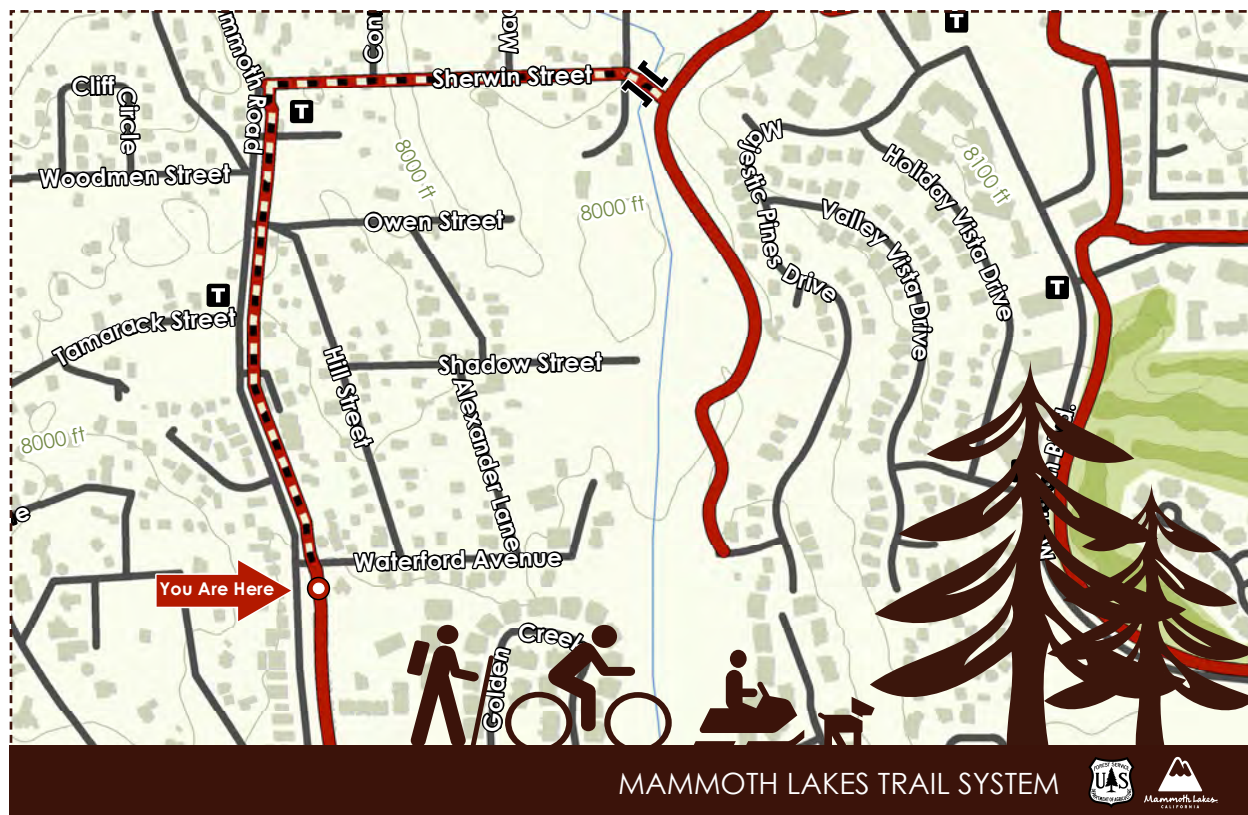
1. Inventory of potential facilities to be represented as part of the MLTS
 - a. Trails
 - b. Bike Lanes
 - c. Nodes
 - d. Sample pages from MLTS Atlas
2. Summary table of potential facilities for addition to the Town's existing special use permit
3. Draft Capital Improvement Plan for MLTS projects based on the Town's Trail System Master Plan
 - a. Recreation Nodes
 - b. Multi-Use Paths
 - c. On-Street Bikeways
 - d. Crossing Improvements
 - e. SHARP Priority Projects
4. List of potential implementation projects for the near-term
 - a. SHARP ID #S05b
 - b. SHARP ID #S13
 - c. SHARP ID #S15
 - d. SHARP ID #S05a (documentation to be developed)
 - e. Mountain View Trail (documentation to be developed)
 - f. Lakes Basin User-Trails (documentation to be developed)

Document Contributors:

Meeting Dates and Attendance:

8/25: MLTPA/INF; Chuck Megivern, Drew Blankenbaker, Jon Kazmierski
9/1: MLTPA/SMG; Chuck Megivern, Drew Blankenbaker, Danna Stroud
9/8: Chuck Megivern, Drew Blankenbaker, Jon Kazmierski, John Wentworth
9/23: MLTPA/TOML; Chuck Megivern, Haslip Hayes, Nate Greenberg
9/26: MLTPA/INF; Chuck Megivern, John Wentworth, Jon Kazmierski

Next Steps:

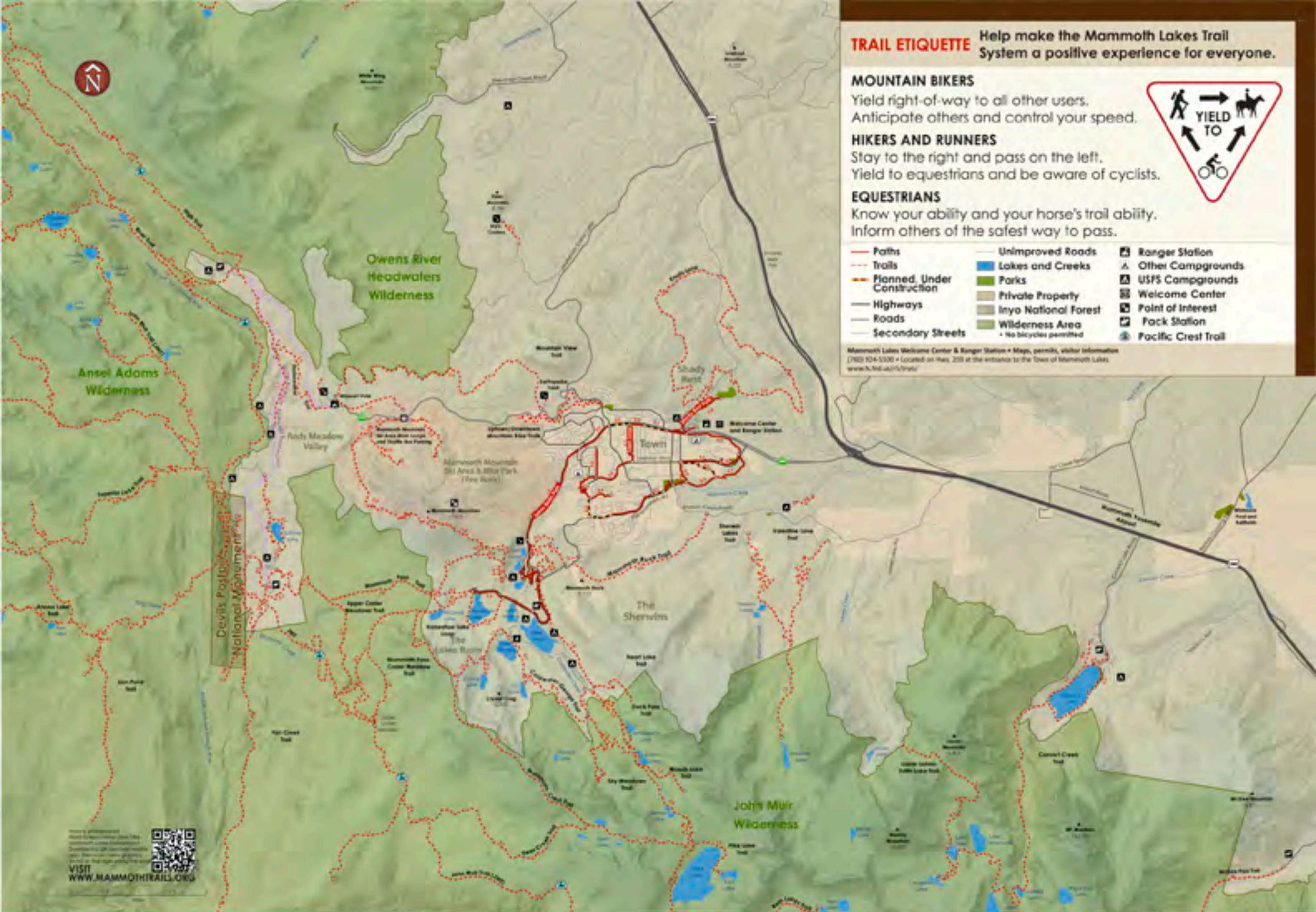


Mammoth Lakes Trail System Atlas Summary

Summary tables of facilities inventoried in the MLTS Atlas
See Appendix A for the complete MLTS Atlas

Updated October 13, 2011





TRAIL ETIQUETTE Help make the Mammoth Lakes Trail System a positive experience for everyone.

MOUNTAIN BIKERS

Yield right-of-way to all other users. Anticipate others and control your speed.

HIKERS AND RUNNERS

Stay to the right and pass on the left. Yield to equestrians and be aware of cyclists.

EQUESTRIANS

Know your ability and your horse's trail ability. Inform others of the safest way to pass.



- | | | |
|-------------------------------|--|-----------------------|
| — Paths | — Unimproved Roads | ⛑ Ranger Station |
| - - - Trails | 🌊 Lakes and Creeks | ⛑ Other Campgrounds |
| — Planned, Under Construction | 🌳 Parks | ⛑ USFS Campgrounds |
| — Highways | 🏠 Private Property | ⛑ Welcome Center |
| — Roads | 🌲 Inyo National Forest | ⛑ Point of Interest |
| — Secondary Streets | 🌿 Wilderness Area
• No bicycles permitted | ⛑ Pack Station |
| | | ⛑ Pacific Crest Trail |

Mammoth Lakes Welcome Center & Ranger Station • Maps, permits, visitor information
(760) 934-5300 • Located on Hwy. 205 at the entrance to the Town of Mammoth Lakes
www.fs.fed.us/r15/inyo/

TOML Owned Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
North Main Connector	MUP	2787
203 Underpass Connector*	MUP	454
Lakefront Path	MUP	1400
Shady Rest Path	MUP	4331
Town Loop	MUP	28307
Sierra Park Connector	MUP	1444
Lakes Basin Path	MUP	29012
Lodestar Connector	MUP	2384
Town Loop	MUP	20
Mammoth Creek Connector*	MUP	134
Chateau Connector	MUP	211
Trails Neighborhood Connector	MUP	318
Meridian Connector	MUP	5085
Mammoth Creek Park Path*	MUP	413
Sherwins Vista	MUP	234
Lakefront Connector	MUP	521
North Main Connector	Promenade	828
Sierra Park Connector	Sidewalk	1801
Temorary Town Loop	MUP	3357
North Waterford Connector	MUP	1922

* denotes the need for consensus naming review

Inyo National Forest Non-Wilderness Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
MAMMOTH PACK STATION - DUCK PASS (NW)*	TSMP SS 2-Equestrian	9168
CONVICT LAKE LOOP (NW) *	TSMP SS 2-Hike	12109
CONVICT LAKE PACK (NW)*	TSMP SS 2-Hike	1904
CONVICT LAKE HIKER PARKING (NW)*	TSMP SS 2-Hike	2371
RAINBOW FALLS WAGON (NW)*	TSMP SS 2-Equestrian	1973
Sotcher Lake-Mammoth Pass/2612bns*	TSMP SS 2-Hike	4239
Sotcher Feeder/2612c*	TSMP SS 2-Hike	4361
Sotcher Lake VIS Loop/2612*	TSMP SS 2-Hike	7663
Sotcher lake-Reds CG/2612ans*	TSMP SS 2-Hike	743
AgnewMeadow-Pumice Flat CG/2633ns*	TSMP SS 2-Hike	12473
Hot Creek VIS/2806*	TSMP SS 2-Hike	1248
Seven Lakes Point/2703bns*	TSMP SS 2-Hike	3280
Barrett Lake - Lake Mary/2709cns*	TSMP SS 2-Equestrian	5862
TJ Lake Loop/2709d*	TSMP SS 2-Hike	1704
Minaret Vista Alt/2609alt*	TSMP SS 2-Hike	654
Minaret Vista VIS/2609*	TSMP SS 2-Hike	1069
McGee Pass*	TSMP SS 2-Hike	5314
McGee Pass*	TSMP SS 2-Hike	6470
RAINBOW FALLS (NW)*	TSMP SS 2-Hike	3584
Rainbow Falls/2623*	TSMP SS 2-Hike	6377
Agnew Wildflower Loop*	TSMP SS 2-Hike	4100
Starkweather spur?*	TSMP SS 2-Hike	478
Earthquake Fault *	TSMP SS 2-Hike	1231
Highway 203*	Bike (III)	4701

* denotes the need for concensus naming review

John Muir Wilderness Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
Duck Pass Trail	TSMP SS 2-Hike	19764
Mammoth Crest Trail	TSMP SS 2-Hike	41043
Sky Meadows Trail	TSMP SS 2-Hike	8608
EMERALD LAKE - SKELTON LAKE (JM)*	TSMP SS 2-Hike	6038
ARROWHEAD LAKE (JM)*	TSMP SS 2-Hike	1555
Heart Lake Trail	TSMP SS 2-Hike	5568
Woods Lake Trail	TSMP SS 2-Hike	5438
Convict Creek Trail	TSMP SS 2-Hike	36911
JMT/PCT	TSMP SS 2-Hike	23193
Upper Crater Meadows Trail	TSMP SS 2-Hike	13742
Mammoth Pass- Crater Meadow Trail	TSMP SS 2-Hike	18952
Laurel-Lakes- Edith Lake Trail	TSMP SS 2-Hike	22337
Arrowhead Lake Loop/2710bns*	TSMP SS 2-Hike	1189
John Muir Trail (JMT)	TSMP SS 2-Hike	94790
Ram Lakes Trail	TSMP SS 2-Hike	12278
Pika Lake Trail	TSMP SS 2-Hike	5601
Deer Creek Trail	TSMP SS 2-Hike	18400
DOROTHY LAKE SPUR (JM)*	TSMP SS 2-Hike	5146
McGEE PASS (JM)*	TSMP SS 2-Hike	71098
Pumice Butte*	TSMP SS 2-Hike	10224
Mammoth Crest-Duck Pass*	TSMP SS 2-Hike	3361
DUCK PASS (JM)*	TSMP SS 2-Hike	10196
PURPLE LAKE-CASCADE VALLEY (JM)*	TSMP SS 2-MTB	13976
Fish Creek Trail	TSMP SS 2-Hike	98222
BALDWIN CANYON (JM)*	TSMP SS 2-Hike	24648
STEELHEAD LAKE (JM)*	TSMP SS 2-Hike	6680
Valentine Lake Trail	TSMP SS 2-Hike	24075

* denotes the need for consensus naming review

Ansel Adams Wilderness Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
RED CONES C/O (AA)*	TSMP SS 2-Hike	6688
MCCLEOD LAKE SPUR (NW)*	TSMP SS 2-Hike	1589
Mammoth Pass Trail	TSMP SS 2-Hike	21620
Rim Trail	TSMP SS 2-Hike	7979
Rainbow Falls/2623*	TSMP SS 2-Hike	5940
Pacific Crest Trail (PCT)	TSMP SS 2-Hike	8595
Summit Meadow/2601*	TSMP SS 2-Hike	24940
SUMMIT MEADOW - HOLCOMB C/O (AA)*	TSMP SS 2-Hike	10567
ANONA LAKE (AA)*	TSMP SS 2-Hike	8182
Superior Lake Trail	TSMP SS 2-Hike	23600
Superior Lake Trail	TSMP SS 2-Hike	5815
HOLCOMB LAKE (AA)*	TSMP SS 2-Hike	7797
JMT	TSMP SS 2-Hike	75089
PCT	TSMP SS 2-Hike	28466
MINARET CREEK (AA)*	TSMP SS 2-Hike	27203
MINARET MINE*	TSMP SS 2-Hike	9722
EMILY LAKE SPUR (AA)*	TSMP SS 2-Hike	8795
High Trail (PCT)	TSMP SS 2-Hike	33807
AGNEW CAMPGROUND C/O*	TSMP SS 2-Hike	1728
SHADOW CREEK (AA) (TC3)*	TSMP SS 2-Hike	30772
RIVER SOUTH (AA)*	TSMP SS 2-Hike	5144
RIVER NORTH (AA)*	TSMP SS 2-Hike	22914
LAURA LAKE (AA)*	TSMP SS 2-Hike	3161
CLARK LAKES (AA)*	TSMP SS 2-Hike	19106
AGNEW PASS (AA)*	TSMP SS 2-Hike	3736
ASHLEY LAKE (AA)*	TSMP SS 2-Hike	6738
Lois Meadow/2503cns*	TSMP SS 2-Hike	2887
San Joaquin Peak C/O/2620*	TSMP SS 2-Hike	5408
Lion Point Trail	TSMP SS 2-Hike	15949

* denotes the need for concensus naming review

Owens River Headwaters Wilderness Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
Glass Creek Meadow/2608*	TSMP SS 2-Hike	10054

* denotes the need for concensus naming review

Mammoth Mountain Ski Area Trails

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
Downtown	TSMP SS 2-MTB	25454
Uptown	TSMP SS 2-MTB	25067
Mammoth Mountain Trail	TSMP SS 2-Hike	16883
St. Anton Trail	TSMP SS 2-Hike	9080
Main Lodge Trail	TSMP SS 2-Hike	6245
Minaret Vista Trail	TSMP SS 2-Hike	6451

* denotes the need for concensus naming review

Bike Lanes

<u>Trail Name</u>	<u>Trail Type</u>	<u>Length (ft)</u>
Kelley Rd.	Bike (III)	1254
Lakeview Blvd	Bike (III)	3008
Majestic Pines Dr.	Bike (III)	5081
Canyon Parking Lot	Bike (III)	1126
Highway 395 (South)	Bike (II)	19817
Minaret Road	Bike (II)	7375
Main Street	Bike (II)	5656
Highway 203	Bike (II)	23588
Forest Trail	Bike (III)	5851
Highway 395 (North)	Bike (II)	20387
Mammoth Scenic Loop	Bike (II)	31228
Twin Lakes Road	Bike (II)	4854
Benton Crossing Road	Bike (II)	6515
Meridian Blvd.	Bike (II)	14342
Lake Mary Road	Bike (III)	512
Old Mammoth Road	Bike (II)	2020
Canyon Blvd.	Bike (II)	5575
Lake View Drive	Bike (III)	224
	Bike (III)	166

* denotes the need for concensus naming review

Town of Mammoth Lakes Nodes

<u>Trail Name</u>	<u>Owner</u>	<u>Node Type</u>
Community Center Park	TOML	TSMP
Mammoth Creek Park [West]	TOML	TSMP
Shady Rest Park	TOML	TSMP
Trails End Park	TOML	TSMP

* denotes the need for consensus naming review

Inyo National Forest Nodes

<u>Trail Name</u>	<u>Owner</u>	<u>Node Type</u>
Mammoth Creek Park [East]	INF	TSMP
Earthquake Fault	INF	TSMP
Power Plant*	INF	TSMP
Winter Closure on Sawmill Cutoff Rd*	INF	TSMP
Borrow Pit*	INF	TSMP
Welcome Center and Ranger Station	INF	TSMP
Winter Only- Lake Mary Rd. winter terminus*	INF	TSMP
Path along Snowcreek V fence line*	INF	TSMP
Mill City	INF	TSMP
Northern terminus of Sierra Blvd. At Forest tr*	INF	TSMP
Horseshoe Lake Picnic Area	INF	TSMP
MMSA at Austria Hof parking lot*	INF	TSMP
Twin Lakes Vista	INF	TSMP
Uptown Downtown Mountain Bike Trails	INF	TSMP
Lake George	INF	USFS Rec Sites
Hayden Cabin Museum	INF	USFS Rec Sites
Hot Creek	INF	USFS Rec Sites
Sherwin Lakes Trailhead	INF	USFS Rec Sites
Inyo Craters	INF	USFS Rec Sites
SHADOW LAKE/RIVER TH*	INF	USFS Rec Sites
RAINBOW FALLS TH*	INF	USFS Rec Sites
STARKWEATHER FISHING SITE*	INF	USFS Rec Sites
Minaret Vista	INF	USFS Rec Sites
VALENTINE LAKE TH*	INF	USFS Rec Sites
MAM MT, BOTTEMLESS PIT, ETC TH*	INF	USFS Rec Sites
SOTCHER LAKE TH*	INF	USFS Rec Sites
PANORAMA DOME TH*	INF	USFS Rec Sites
MAMMOTH ROCK*	INF	USFS Rec Sites
LAUREL LAKES TH*	INF	USFS Rec Sites
CONVICT CREEK TH*	INF	USFS Rec Sites
CONVICT LAKE LOOP TH*	INF	USFS Rec Sites
AGNEW MEADOW WILDFLOWER TH*	INF	USFS Rec Sites
HIGH TH*	INF	USFS Rec Sites
FISH CREEK TH*	INF	USFS Rec Sites
Panorama Dome MTB Trails @ Old Mammoth Road	INF	
Mammoth Rock TH @ Old Mammoth Rd.*	INF	
Coldwater Creek Trailhead	INF	TSMP

* denotes the need for consensus naming review

Other Nodes

<u>Trail Name</u>	<u>Owner</u>	<u>Node Type</u>
Canyon Lodge	MMSA	TSMP
Eagle Lodge	MMSA	TSMP
Mammoth Mountain Ski Area Main Lodge	MMSA	TSMP
Tamarack Lodge	MMSA	TSMP
North Village	MMSA	TSMP
Tamarack St.	Plum	TSMP
Sledz	Private-UNK	TSMP
Minaret Snowplay Area	Private UNK	TSMP

* denotes the need for consensus naming review

AKA: Shady Rest Path

Facility Information

Facility Grouping: MUPS

Facility Type: MUP

Trail Surface: Paved

Length: 4331 Ft

Ownership: TOML

Jurisdictions

UGB?: N

TOML Municipal?: Y

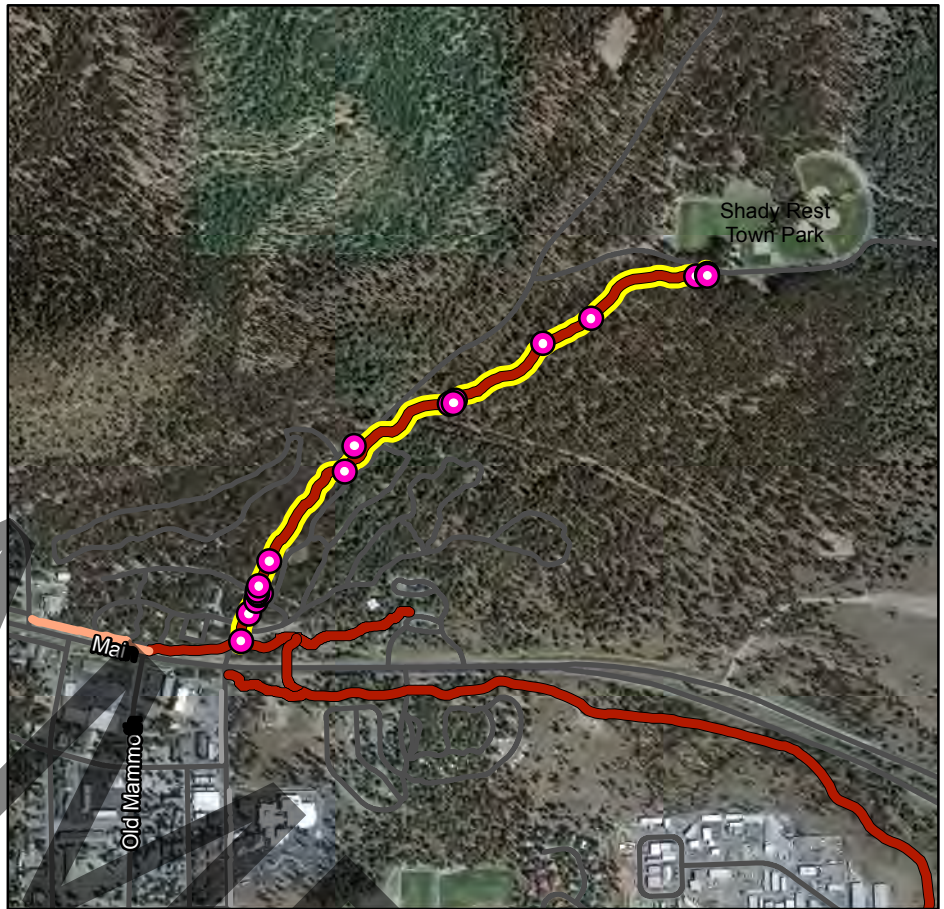
TOML Planning: Y

JM Wilderness?: N

AA Wilderness?: N

ORH Wilderness: N

Devils Postpile?: N



Trail System Support Facilities

Picnic Tables:	0	Bollards:	3
Benches:	2	Dog Bags:	1
Trash:	2	Bike Racks:	0
Blaze Markers (MTB, Blue, Orange, XC):	9	All Other Signage:	

Maintenance

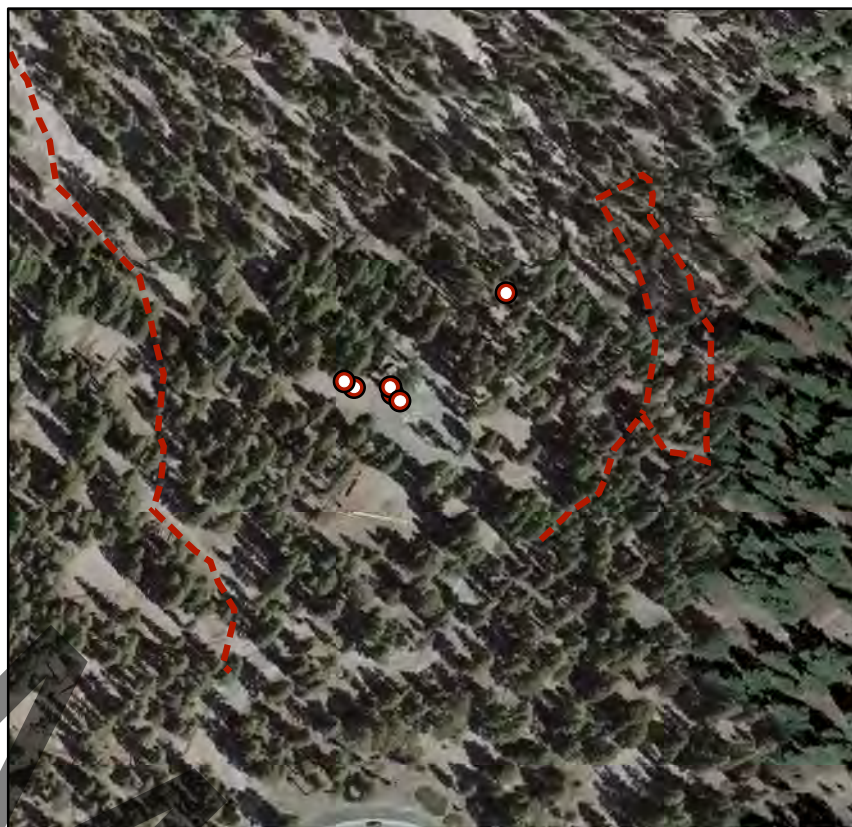
Capital Improvement Programs

Earthquake Fault

AKA: Earthquake Fault parking lot

Ownership: INF
Node Type: TSMP

TOML UGB?: N
TOML Municipal?: Y
TOML Planning?: Y



Trail System Support Facilities

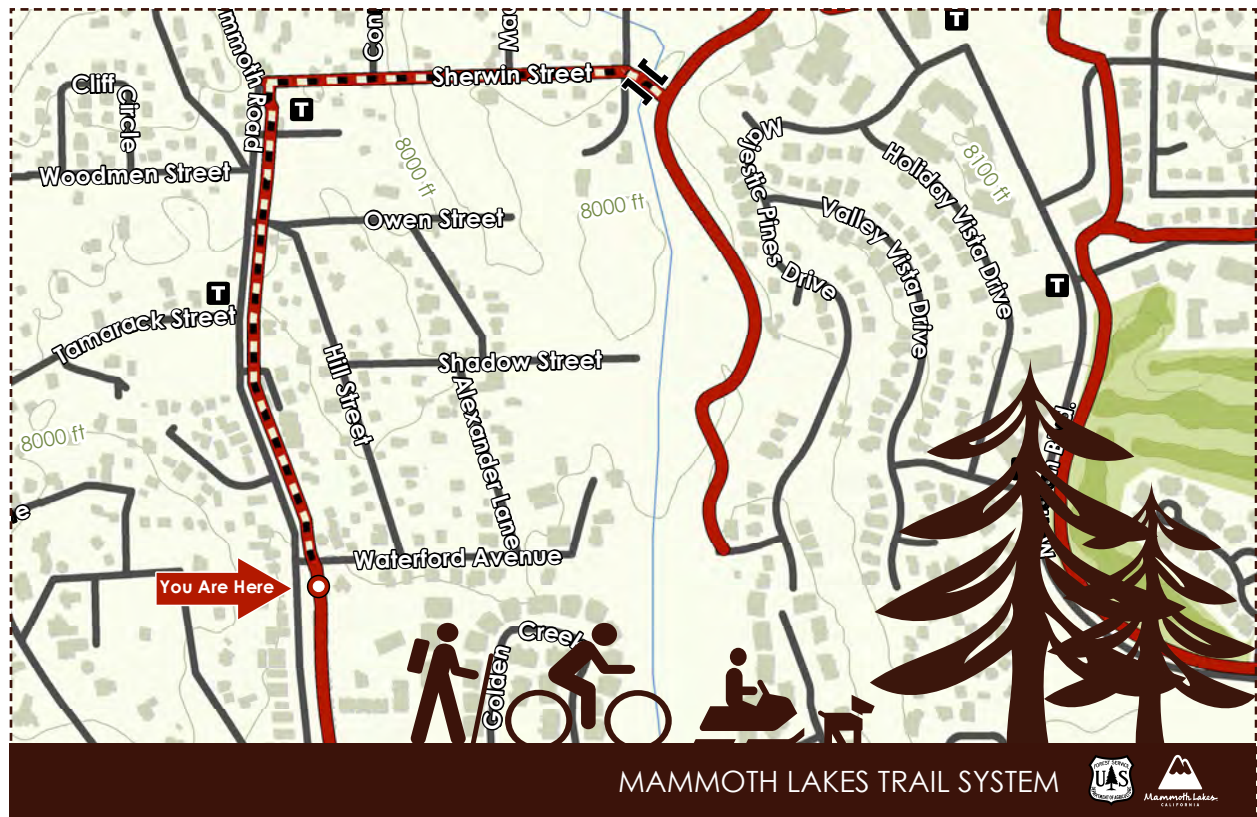
Potable Water:	0	BBQ Grills:	1	Barbox:	0
Recycling:	0	Bathroom:		Monofilament:	0
Signage:	1	Bench:	0	Parking:	1
Trash:	1	Bikerack:	0	Picnic Tables:	1

Support Facility Notes: 2 stall Vault Toilet, Trashcan

Capital Improvement Programs

TOML 2011-2016 CIP: N/A

Maintenance



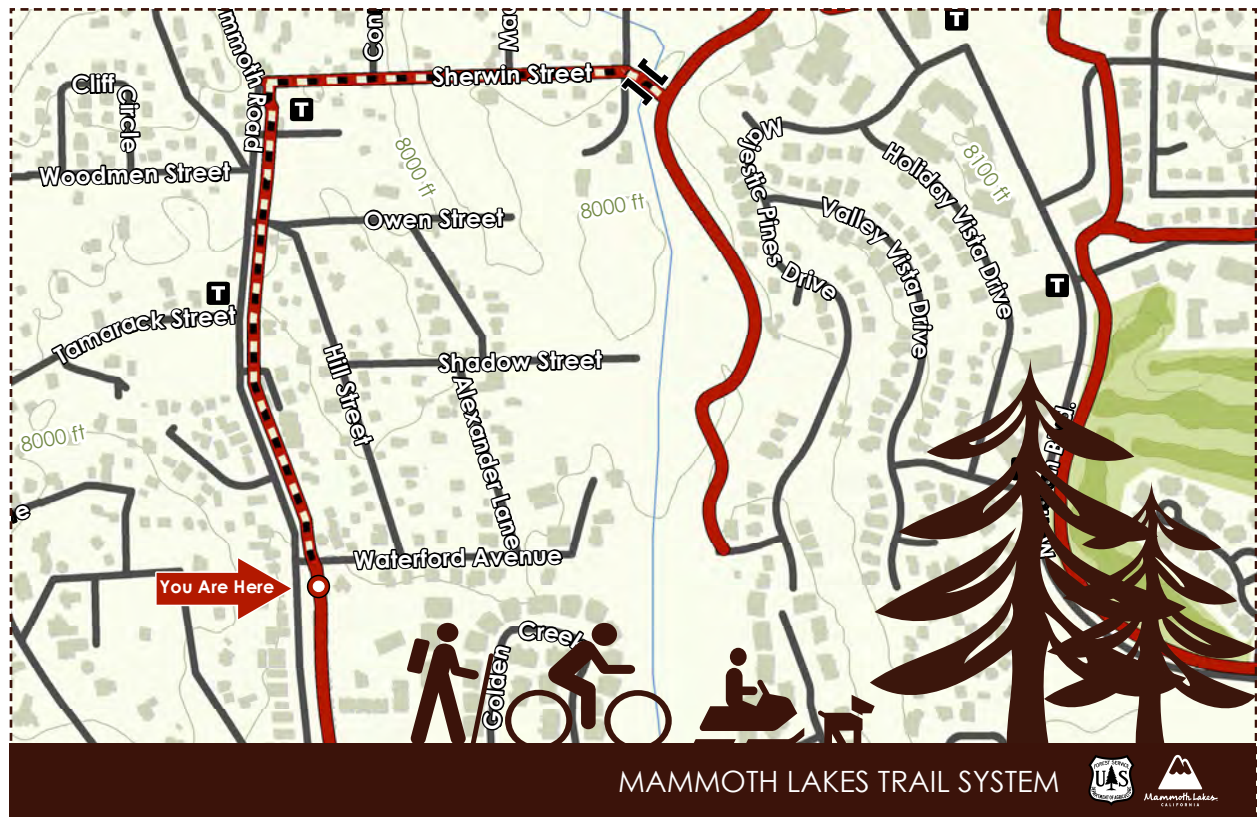
Potential Facilities for Addition to Existing TOML Use Permit

Updated October 13, 2011



Potential soft-surface facilities for incorporation into a Special Use Permit to be held by the Town of Mammoth Lakes

<u>Trail Name</u>	<u>Trail Type</u>	<u>Owner</u>	<u>Length (ft)</u>
1 Arrowhead Lake Trails	TSMP SS 2-Hike	INF	2744
2 Coldwater-George Trail	TSMP SS 2-Hike	INF	14917
3 Crystal Lake Trail	TSMP SS 2-Hike	INF	1349
4 Duck Pass Trail	TSMP SS 2-Hike	INF	19764
5 Earthquake Fault Trail	TSMP SS 2-Hike	INF	1231
6 Heart Lake Trail	TSMP SS 2-Hike	INF	5568
7 Horseshoe Lake Loop	TSMP SS 2-MTB	INF	8790
8 Knolls Loop	TSMP SS 2-MTB	INF	52029
9 Mammoth Rock Trail	TSMP SS 2-MTB	INF	13649
10 Mill City Wheel Trail	TSMP SS 2-Hike	INF	1055
11 Mountain View Trail	TSMP SS 2-MTB	INF	28217
12 Panorama Dome Trails	TSMP SS 2-Hike	INF	8456
13 Panorama MTB Trails	TSMP SS 2-MTB	INF	7119
14 TJ Lake Loop	TSMP SS 2-Hike	INF	1704
15 Mammoth Crest Trail (to Crystal Lake Trail JCT)	TSMP SS 2-Hike	INF	36890
16 Mammoth Pass-Crater Meadow Trail (McLeod to AA Wilderness)	TSMP SS 2-Hike	INF	4080
17 Sherwin Lakes Trail	TSMP SS 2-Hike	INF	15615



TOML/MLTS Draft Capital Improvement Plan

Updated October 13, 2011



**TOML/MLTS Draft CIP
Recreation Nodes Cost Estimates**

Name/Description	Node Type	Season	Signage	Restroom	# Spaces	Cost	Capital Cost	Maintenance Cost
Canyon Lodge (MMSA)	Portal	Winter	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Main Lodge (MMSA)	Portal	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
North Village (MMSA)	Portal	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Tamarack Lodge (MMSA)	Portal	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Community Center	Park	Year-Round	\$ 8,750	\$ 200,00		\$ -	\$ 208,750	\$ 102,000
Mammoth Creek Park, East	Park	Year-Round	\$ 8,750	\$ 00,000	15	\$ 150,000	\$ 358,750	\$ 102,000
Mammoth Creek Park, West	Park	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 50,000
Shady Rest Park	Park	Summer	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 5,000
Trails End Park	Park	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 5,000
Coldwater Campground	Trailhead	Summer	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Earthquake Fault	Trailhead	Year-Round	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Horseshoe Lake	Trailhead	Summer	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Hwy 203 Motorized Access	Trailhead	Year-Round	\$ 8,750	\$ 200,000	15	\$ 73,440	\$ 282,190	\$ 102,000
Lake George	Trailhead	Summer	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Power Plant	Trailhead	Winter	\$ 8,750	\$ 200,000	15	\$ 202,500	\$ 411,250	\$ 75,000
Shady Rest / Saw Mill Cutoff Road	Trailhead	Winter	\$ 8,750	\$ -		\$ -	\$ 8,750	\$ 500
Sherwin Creek Rd, USFS gravel borrow pit	Trailhead	Year-Round	\$ 8,750	\$ 200,000	15	\$ 202,500	\$ 411,250	\$ 102,000
Sierra Blvd at Forest Trail	Trailhead	Year-Round	\$ 8,750	\$ 200,000	15	\$ 202,500	\$ 411,250	\$ 102,000
Eagle Lodge - temp (MMSA)	Access/Egress	Year-Round	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 250
Lake Mary Bike Path NE Terminus	Access Egress	Summer	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 250
Lake Mary Rd winter terminus	Access Egress	Winter	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 250
Mill City	Access/egress	Winter	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 250
Tamarack Street	Access/Egress	Year-Round	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 5,000
Twin Lakes Parking	Access/Egress	Summer	\$ 2,750	\$ -		\$ -	\$ 2,750	\$ 250
						TOTAL COST	\$ 2,204,940	\$ 655,750

**TOML/MLTS Draft CIP
Multi-Use Path Cost Estimates**

Project No.	Name	Length (LF)	Improvement Type	Unit Cost	Capital Cost	Maintenance Cost
MUP 2-1	Town Loop	921	MUP	\$ 230	\$ 211,830	\$ 1,744
			Tunnel	\$ 500,000	\$ 500,000	\$ -
MUP 2-2	Lodestar Connector	441	MUP	\$ 230	\$ 101,430	\$ 835
MUP 3-1	College Connector	3,769	MUP	\$ 230	\$ 866,870	\$ 7,138
MUP 3-2	Elementary School Connector	426	MUP	\$ 230	\$ 97,980	\$ 807
MUP 3-3	Industrial Park Connector	2,275	MUP	\$ 230	\$ 523,250	\$ 4,309
MUP 3-4	Mammoth Creek Park Connector	602	MUP	\$ 230	\$ 138,460	\$ 1,140
MUP 3-5	Manzanita Connector	480	MUP	\$ 230	\$ 110,400	\$ 909
MUP 3-6	MCWD Access	677	MUP	\$ 230	\$ 155,710	\$ 1,282
MUP 3-7	Lodestar to Bear Lake Connector					
MUP 3-8	Hidden Valley to Minaret Connector					
MUP 3-9	Center Street to Hidden Creek Connector					
MUP 3-10	Manzanita to Tavern Connector					
MUP 3-11	Manzanita Path					
MUP 3-12	North Village to St. Anton Connector					
MUP 3-13	Eagle Path					
MUP 4-1	Shady Rest Park Path Extension	6,769	MUP	\$ 230	\$ 1,556,870	\$ 12,820
MUP 4-2	Forest Trail to Shady Rest Connector	2,792	MUP	\$ 230	\$ 642,160	\$ 5,288
MUP 4-3	Knolls Path (south route)	14,098	MUP	\$ 230	\$ 3,242,540	\$ 26,701
MUP 4-4	Mammoth Creek Path	5,596	MUP	\$ 230	\$ 1,287,080	\$ 10,598
MUP 4-5	Sherwin/Snowcreek Connector					
	TOTAL LENGTH	38,846		TOTAL COST	\$ 9,434,580	\$ 73,572
		7.4 MI				

**TOML/MLTS Draft CIP
On-Street Bikeway Cost Estimates**

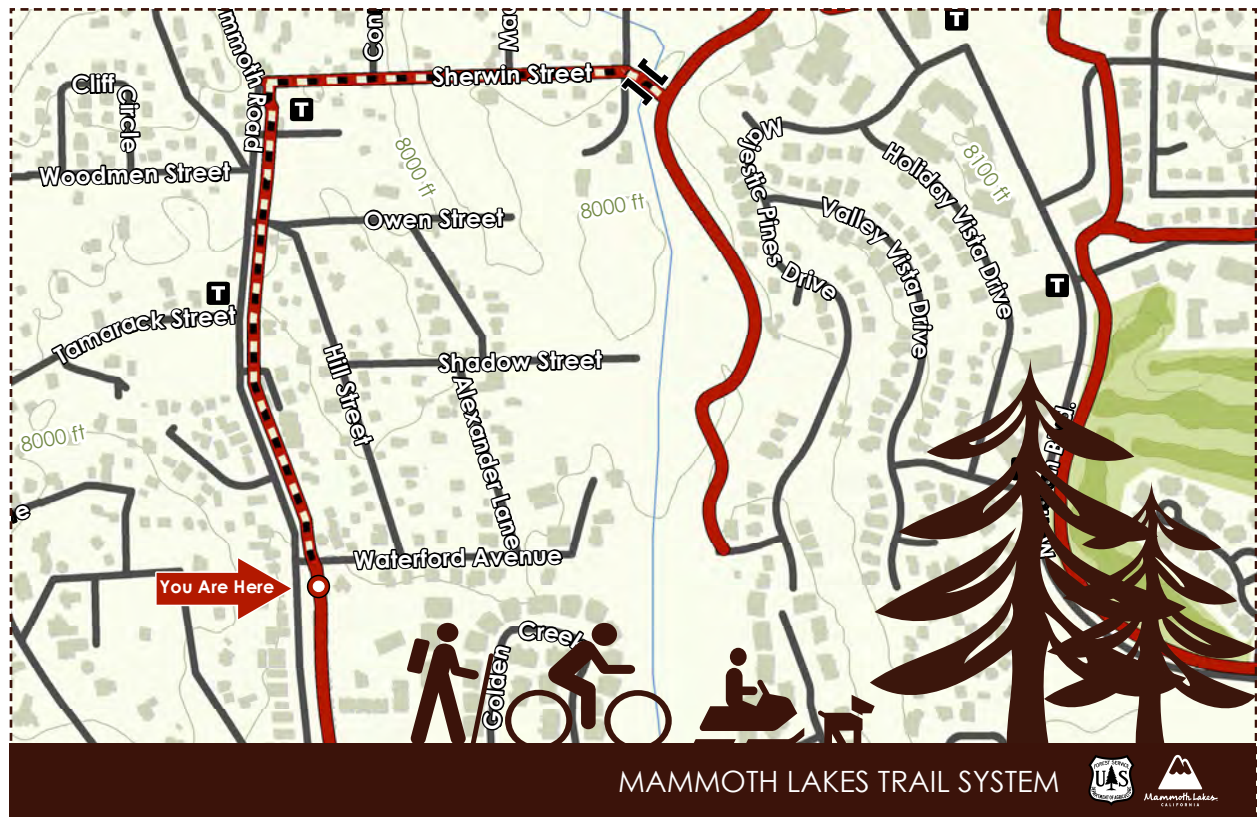
Project No.	Street	From	To	Length (LF)	Unit Cost	Capital Cost	Maintenance Cost
B 2-1	Minaret Road	Mammoth Scenic Loop	Mammoth Knolls Dr	3,096	\$ 57	\$ 176,472	\$ 1,994
B 2-2	Minaret Road	Mammoth Knolls Dr	Main St	2,058	\$ 95	\$ 195,510	\$ 1,325
B 2-3	Lake Mary Road	Davison Rd	Minaret Rd	2,71	\$ 10	\$ 25,774	\$ 1,747
B 2-4	Meridian Blvd.	S Majestic Pines Drive	N Majestic Pines Dr	49	\$ 10	\$ 6,166	\$ 418
B 2-5	Meridian Blvd.	Sierra Park Rd	Highway 203	6,9 6	\$ 10	\$ 65,892	\$ 4,466
B 2-6	Old Mammoth Road	Red Fir Road	Minaret Road	7,419	\$ 10	\$ 70,481	\$ 4,777
B 2-7	Old Mammoth Road	Main Street	Mammoth Creek Park	396	\$ 95	\$ 417,620	\$ 2,831
B 3-1	Forest Trail	Minaret Road	Canyon Blvd	5,599	\$ 57	\$ 319,143	\$ 3,605
B 3-2	Canyon Blvd.	Lake Mary Road	Hillside Drive	5,624	\$ 50	\$ 281,200	\$ 3,622
B 3-3	Lakeview Blvd.	Rainbow Lane	Canyon Blvd	2,635	\$ 57	\$ 150,195	\$ 1,697
B 3-4	Majestic Pines Drive	Silver Tip Lane	Lodes ar Drive	2,459	\$ 57	\$ 108,471	\$ 1,225
B 3-5	Chateau Road	Minaret Road	End	2,991	\$ 57	\$ 170,487	\$ 1,926
B 3-6	Sierra Nevada Road	Azimuth Drive	S erra Park Road	764	\$ 57	\$ 43,548	\$ 492
B 3-7	Laurel Mountain Road	Main Street	Sierra N ada Road	1,826	\$ 57	\$ 104,082	\$ 1,176
B 3-8	Tavern Road	Laurel Mountain Ro d	Sierra Park Road	83	\$ 57	\$ 67,431	\$ 762
B 3-9	Sierra Manor Road	Tavern Road	Meridian Blvd	,716	\$ 57	\$ 97,812	\$ 1,105
B 3-10	Sierra Park Road	Main Street	End	3,190	\$ 57	\$ 181,830	\$ 2,054
B 3-11	Kelley Road	Lake Mary Road	Majestic Pines	1,254			
B 3-12	S. Majestic Pines Drive	Meridian Blvd	Waterford Street	2,622			
B 4-1	Forest Trail	Canyon Bl d	L keview Blvd	3,115	\$ 4	\$ 12,460	\$ 295
B 4-2	Majestic Pines Drive	Silver Tip L ne	Lodestar Drive	1 903	\$ 4	\$ 7,612	\$ 180
B 4-3	North Waterford Ave.	Maj stic Pin s Drive	Old Mammoth Road	1,268	\$ 4	\$ 5,072	\$ 120
B 4-5	Davison Road	Lake Mary Ro d	Lakeview Blvd	3,130			
B 5-1	Sherwin Creek Road	Borro Pit	Highway 395	26,177			
			TOTAL LENGTH	94,723	TOTAL COST	\$ 2,507,258	\$ 35,817
				17.9 MI			

TOML/MLTS Draft CIP
Crossing Improvements Cost Estimates

Project No.	Street	Location	Improvement Type	Capital Cost	Maintenance Cost
X 2-1	Minaret Road	Forest Trail	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-2	Minaret Road	North Village (Mid Block)	At-Grade Crossing	\$ 10,000	
X 2-3	Lake Mary Road	Davison Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-4	Lake Mary Road	Lakeview Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-5	Lake Mary Road	Canyon Boulevard	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-6	Lake Mary Road	Bridges Lane	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-7	Lake Mary Road	Lee Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-8	Main Street	Minaret Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-9	Main Street	Mountain Boulevard / Callahan Way	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-10	Main Street	Sierra Boulevard / Mon Street	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-11	Main Street	Forest Trail	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-12	Main Street (Hwy 203)	Sierra Park Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-13	Meridian Boulevard	Minaret Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-14	Meridian Boulevard	Sierra Park Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-15	Meridian Boulevard	College Parkway	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-16	Meridian Boulevard	Wagon Wheel Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-17	Old Mammoth Road	Chatau Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-18	Old Mammoth Road	Minaret Road	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-19	Old Mammoth Road	Ski Trail	At-Grade Crossing	\$ 50,000	\$ 2,000
X 2-20	Old Mammoth Road	Waterford Avenue	At-Grade Crossing	\$ 50,000	\$ 2,000
			TOTAL COST	\$ 960,000	\$ 38,000

**TOML/MLTS Draft CIP
SHARP Priority Projects**

Project No.	Length (LF)	Improvement Type	Unit Cost	Capital Cost	Maintenance Cost
S01 and W01		Multi-Use Staging Area	\$ -	\$ -	\$ 102,000
5b North	2,800	Soft-Surface Trail	\$ 5	\$ 14,000	\$ -
5b South	4,295	Soft-Surface Trail	\$ 5	\$ 21,475	\$ -
6	4,642	MUP	\$ 230	\$ 1,067,660	\$ 8,792
7	6,800	MUP	\$ 230	\$ 1,564,000	\$ 12,879
12b	1,074	Soft-Surface Trail	\$ 5	\$ 5,370	\$ -
13	2,000	Soft-Surface Trail	\$ 5	\$ 10,000	\$ -
14	3,184	Soft-Surface Trail	\$ 5	\$ 15,920	\$ -
15	1,506	Soft-Surface Trail	\$ 5	\$ 7,530	\$ -
		Bridge	\$ -	\$ -	\$ -
19 Panorama	-	Soft-Surface Trail	\$ 5	\$ -	\$ -
19 Solitude	-	Soft-Surface Trail	\$ 5	\$ -	\$ -
TOTAL LENGTH	26,301 LF 5.0 MI		TOTAL COST	\$ 2,705,955	\$ 123,670



List of potential implementation projects for the near-term

Updated October 13, 2011





Summer 2010 Final Report

Alignment Proposals for the Inyo National Forest and the Town of Mammoth Lakes

Map ID #S05b North

Map ID #S05b South

November 18, 2010



PO Box 100 PMB# 432
Mammoth Lakes, CA 93546
760 934 3154
mltpa.org



**Map ID# S05b North Key Agreements
As of October 27, 2010**

A. Alignment:

1. **Endpoints:** Safe crossing for Map ID# S05c/Start of Map ID #S15 on the Panorama Mountain Bike Trail
2. **Naming:** Mammoth City Trail (to be tied to interpretive opportunities along trail)
3. **Control Points/Narrative:** Beginning at the southwest endpoint of the trail at the safe crossing for Map ID #S05c (1), the trail travels roughly northeast via the Mammoth Community Water District water-tank access road 320 feet to the safe equestrian crossing (2), which it crosses. The trail then continues roughly northeast along the same Mammoth Community Water District water-tank access road 381 feet to the Mammoth Community Water District water tank (3), at which point it continues 465 feet along a new alignment, which features two climbing turns, to where it begins to parallel Old Mammoth Road (4). The trail then parallels Old Mammoth Road 891 feet through Mammoth City (5), where it begins to gain elevation roughly along a contour line 509 feet to reach a vista point on top of a rock band (6). The trail then heads immediately north, then switches back and down to the east via a series of turns 915 feet to terminate at the Panorama Mountain Bike Trail where it intersects with the start of Map ID #S15 (7).

B. Design Specifications:

1. **Trail Type:** Type 2 (preferred mountain bike)
2. **Users:** Non-motorized users
3. **Width:** See "Trail Type."
4. **Grade:** See "Trail Type."
5. **Surface:** See "Trail Type."
6. **Features:** None.
7. **User Experience/Aesthetics:** This trail features incredible views and helps to mitigate user conflict through its coordination with Map ID #S05b South and the trail's design. Interpretive opportunities abound.
8. **Trail Amenities:** None.

C. Winter/Summer Interface: None.

D. Signage and Wayfinding Special Considerations: Interpretive opportunities should be explored for topics including the local water system, the trail's intersection with Map ID #S05c, archeological sites, and the identified vista point.

TO BE COMPLETED BY AGENCIES/JURISDICTIONS



- A. Environmental Review**
- B. Construction & Maintenance**
- C. Funding Considerations & Ownership**
- D. Construction Cost Estimator**
 - a. Total linear feet of new trail construction:** 2,800 linear feet
 - b. Total estimated cost per linear foot:** \$5 per linear foot, with added cost for switchbacks
 - c. Rehabilitation cost estimate:** N/A
 - d. First-guess cost estimate:**
 - i. Preferred Alignment:**
 - ii. Alternative alignment:** N/A
- E. Other Special Considerations:** Archeological sites

SHARP






Sherwins Area Recreation Plan

Trails Technical Committee

SHARP TTC: Map ID #S05b North

Map Draft Date 11/17/10

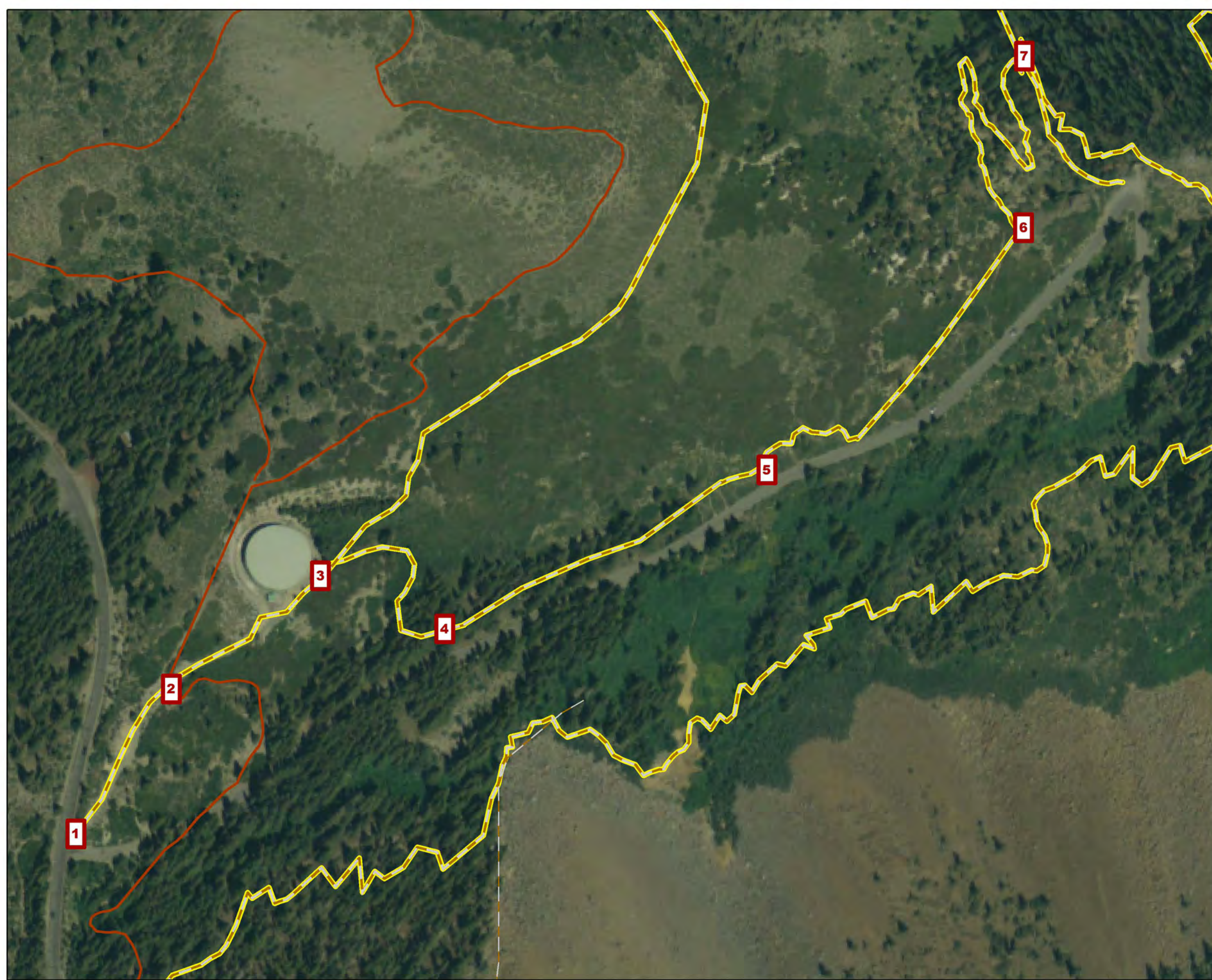
Legend

-  SHARP TTC Trail Alignments
-  SHARP Proposed Trails
-  INF Trails
-  Centerlines
-  Control Points

Please see the SHARP TTC Project Coversheet and Key Agreements Documents for project details and Control Point definitions, as well as the Sherwins Area Recreation Plan (SHARP) for detailed concept and rationale.

SHARP TTC

- The SHARP TTC is committed to staying true to the original wording and intent of the SHARP proposals, as crafted by the Sherwins Working Group, and will therefore not revisit or revise any part of any recommendation unless warranted by agency sideboards or other opportunities or constraints as identified by land management agencies such as the INF.
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0 210 420 840 Feet





**Map ID# S05b South Key Agreements
As of October 27, 2010**

A. Alignment:

1. **Endpoints:** Mammoth Rock Trail/Existing USFS system pack trail
2. **Naming:** To be determined.
3. **Control Points/Narrative:** Beginning at the southwest endpoint of the trail at the existing USFS system pack trail (1), the trail travels roughly northeast via the existing use trail 1845 feet to a riparian area (2) that will require mitigation. The trail then continues roughly northeast along the existing use trail 1390 feet to its intersection with 4S19b (3), which it crosses. The trail then continues as a new alignment 610 feet to the trail's terminus at Mammoth Rock Trail (4).

B. Design Specifications:

1. **Trail Type:** Hybrid of Type 2 (preferred equestrian) and Type 2 (preferred hike)
2. **Users:** Non-mechanized use
3. **Width:** See "Trail Type."
4. **Grade:** See "Trail Type."
5. **Surface:** See "Trail Type."
6. **Features:** None.
7. **User Experience/Aesthetics:** This trail is meant to offer early-spring access with low visual impact, beautiful views, and mitigation of user conflict by its coordination with Map ID# S05b North. This trail optimizes user experience by design and will accommodate all skill levels.
8. **Trail Amenities:** None.

C. Winter/Summer Interface: None.

D. Signage and Wayfinding Special Considerations: None.

TO BE COMPLETED BY AGENCIES/JURISDICTIONS

A. Environmental Review

B. Construction & Maintenance

C. Funding Considerations & Ownership

D. Construction Cost Estimator

- a. **Total linear feet of new trail construction:** 4,295 linear feet
- b. **Total estimated cost per linear foot:** \$3–\$5 per linear foot
- c. **Rehabilitation cost estimate:** To be determined.
- d. **First-guess cost estimate:**
 - i. **Preferred Alignment:**



ii. Alternative alignment: N/A

E. Other Special Considerations: Goshawk habitat, mining claims

SHARP






Sherwins Area Recreation Plan

Trails Technical Committee

SHARP TTC: Map ID #S05b South

Map Draft Date 11/17/10

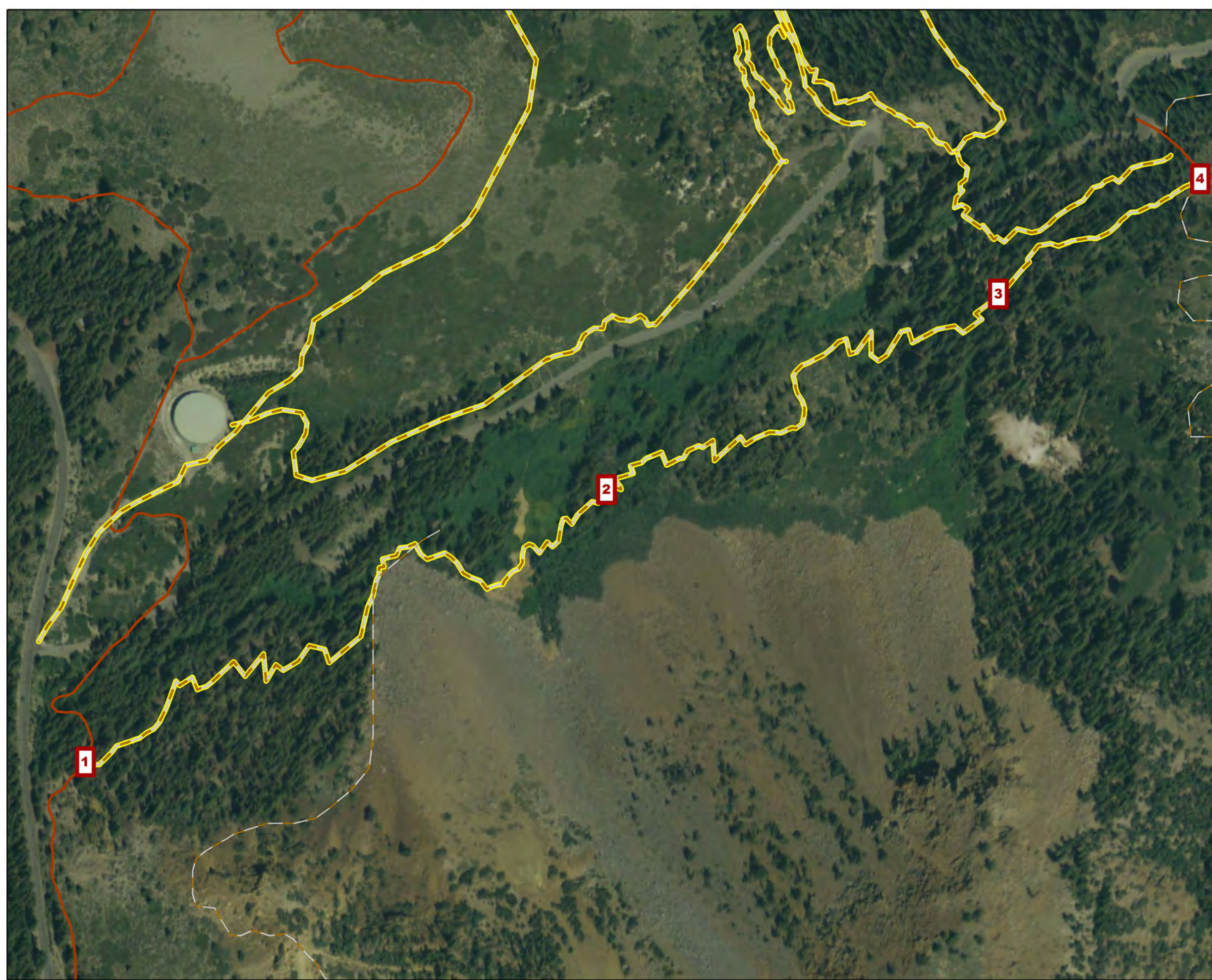
Legend

-  SHARP TTC Trail Alignments
-  SHARP Proposed Trails
-  INF Trails
-  Centerlines
-  Control Points

Please see the SHARP TTC Project Coversheet and Key Agreements Documents for project details and Control Point definitions, as well as the Sherwins Area Recreation Plan (SHARP) for detailed concept and rationale.

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0 262.5 525 1,050 Feet





Summer 2010 Final Report

Alignment Proposals for the Inyo National Forest and the Town of Mammoth Lakes

Map ID #S13

November 18, 2010



PO Box 100 PMB# 432
Mammoth Lakes, CA 93546
760 934 3154
mltpa.org



**Map ID# S13 Key Agreements
As of July 13, 2010**

A. Alignment: This trail is meant primarily as a connector to the Mammoth Rock Trail. The alignment described below is still in draft form, and the SHARP TTC looks forward to working more closely with USFS trail specialists to improve the trail's sinuosity and aesthetics.

- 1. Trailhead and Destination(s):** Borrow Pit Staging Area/Mammoth Rock Trail
- 2. Naming:** Sherwin Gateway Trail; Rock Trail Express.
- 3. Control Points:** The trail begins at the South Borrow Pit Trailhead (1), which also provides access to Map ID #S06 and Map ID #S07, and heads south up the existing closed USFS Road 4S106. At the start of the trail, two options exist (2) to maintain desired grades and control downhill speed into the trailhead. The preferred alignment heads south and switches back to the east to rejoin the existing closed road, providing pleasing views to the south and west at the beginning of the trail experience and connecting directly into Map ID #S06. The alternative alignment (Alternative A) heads east and then switches back to the south to rejoin USFS Road 4S106. Where the two options rejoin USFS Road 4S106 (3), the trail then continues south, following USFS Road 4S106 for 256 feet, at which point the trail veers east (4) to reach a grouping of trees that provides pleasing aesthetics and shade while avoiding the steep grade present on USFS Road 4S106 (5). The alignment then heads southwest for 310 feet to an opening in the grouping of trees (6), again avoiding the steep grade present on USFS Road 4S106 and presenting pleasing aesthetics and shade. At this point the alignment converges with and follows an existing game trail (7), heading east toward a large tree (8). The trail will dip below the tree to maintain the desired grade, protect the tree from potential erosion from impact upslope, and prepare for an optimal crossing back over USFS Road 4S106 toward a large boulder (9). Once the trail crosses USFS Road 4S106, it will continue east to a switchback point (10) that bends southwest to maintain the desired grade. The trail continues southwest for 216 feet, again crossing USFS Road 4S106, to another switchback point (11). The alignment then heads east to the top of the ridge (12), which offers a pleasing viewpoint. From this point there are two options to join this connector with Mammoth Rock Trail. The preferred alignment continues south along the ridgeline to a decision point just north of an existing use trail (13), then descends due south for 88 feet to join an existing use trail (14) that continues 159 feet to intersect with Mammoth Rock Trail (15). The alternative alignment (Alternative B) heads south for 118 feet and joins an existing use trail (16) that continues 185 feet to Mammoth Rock Trail (17). A third alternative alignment (Alternative C) departs the preferred alignment at



the decision point (13) and continues southwest up the ridge for 546 feet (18) before turning south and descending 310 feet to Mammoth Rock Trail (19).

4. Map Reference: SHARP TTC: Map ID #S13, 08/03/2010

B. Design Specifications

1. **Trail Type:** Type 2 (preferred mountain bike)
2. **Users:** Non-motorized
3. **Width:** See "Trail Type."
4. **Grade:** See "Trail Type."
5. **Surface:** See "Trail Type."
6. **Features:** See control points. Preventative measures will be taken to prevent cutting of switchbacks and use of the existing unsustainable use trail and USFS Road 4S106.
7. **User Experience/Aesthetics:** This trail exhibits good examples of manzanita communities on the east side of the Sierra, provides excellent views of Mammoth Rock, rehabilitates the existing road "scar," and offers an introduction to the backcountry/soft-surface trail experience.
8. **Trail Amenities:** As directed by the *Mammoth Lakes Trail System Wayfinding and Signage Standards Manual*

C. Winter/Summer Interface: No winter facilities are in apparent conflict with this project, though it is proximate to the proposed snowplay area. If possible, it is desirable to compact snow in this area at the beginning of the trail to access the snowplay area. In this case, accommodation of a snowcat should be considered when planning rehabilitation of USFS Road 4S106 in this area.

D. Signage and Wayfinding Special Considerations: As directed by the *Mammoth Lakes Trail System Wayfinding and Signage Standards Manual*. Additionally, there is the possibility to implement interpretive signage related to the variety of vegetation and other natural features of the area, which could connect into a larger interpretive experience at the Borrow Pit Staging Area (Map ID #S01).

TO BE COMPLETED BY AGENCIES/JURISDICTIONS

A. Environmental Review

B. Construction & Maintenance

C. Funding Considerations & Ownership

D. Construction Cost Estimator

- a. **Total linear feet of preferred alignment:** Approximately 2,000 feet
- b. **Total estimated cost per linear foot:** \$4–\$6 per linear foot



c. **Rehabilitation cost estimate:** Approximately 1,600 linear feet






d. **First-guess cost estimate:** \$25,000

E. Other Special Considerations: Possible Inyo National Forest Travel Management Plan implications for road closures in the area

SHARP TTC: Map ID #S13

Map Draft Date 11/17/10

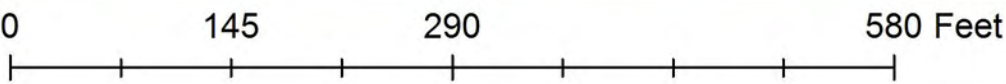
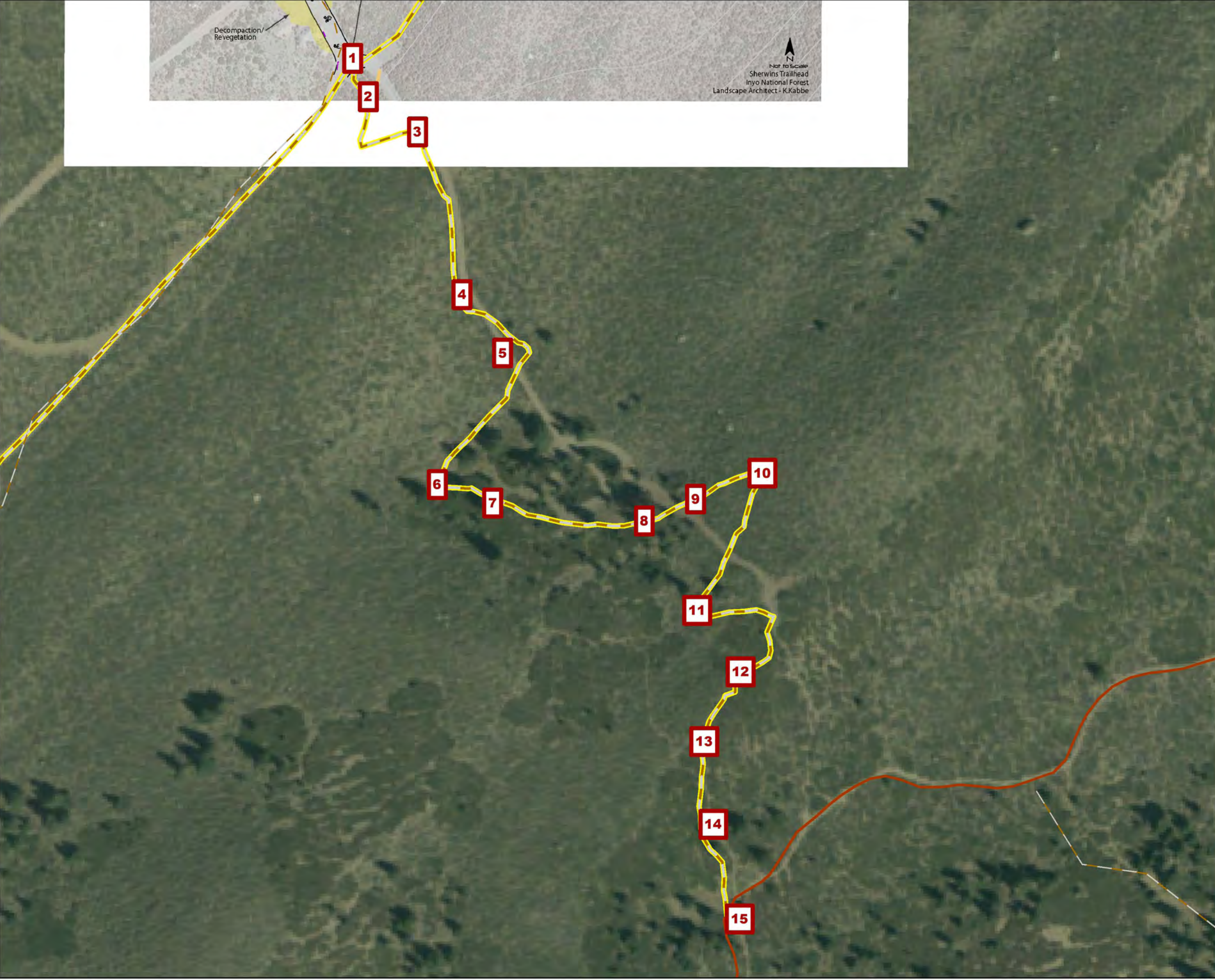
Legend

-  SHARP TTC Trail Alignments
-  SHARP Proposed Trails
-  INF Trails
-  Centerlines
-  Control Points

Please see the SHARP TTC Project Coversheet and Key Agreements Documents for project details and Control Point definitions, as well as the Sherwins Area Recreation Plan (SHARP) for detailed concept and rationale.

SHARP TTC

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Summer 2010 Final Report

Alignment Proposals for the Inyo National Forest and the Town of Mammoth Lakes

Map ID #S15

November 18, 2010



PO Box 100 PMB# 432
Mammoth Lakes, CA 93546
760 934 3154
mltpa.org



Map ID# S15 Key Agreements As of October 27, 2010

A. Alignment:

1. **Endpoints:** Intersection of Map ID# S05b North and Panorama Mountain Bike Trail/Mammoth Rock Trail
2. **Naming:** To be determined.
3. **Control Points/Narrative:** From the western endpoint of the trail at the intersection of Map ID# S05b North and Panorama Mountain Bike Trail (1), the trail heads roughly southeast 377 feet to the base of the current Old Mammoth Road hairpin turn at the terminus of the Panorama Mountain Bike Trail (2). The trail then continues southeast 228 feet through a clearing to the start of Map ID #S14 at the existing use trail (3). The trail crosses that point and heads southeast 75 feet down toward the forested area to a point just south of the power lines, at the edge of the gully formed by the drainage (4). At this point the trail bends to the west along a natural bench 73 feet to the identified bridge location (5), which it crosses. The trail then crosses Old Mammoth Road (6) and travels 133 feet making one to two climbing turns to the south before joining the existing use trail paralleling Map ID# S05b South (7). The trail travels a final 521 feet to its termination at the Mammoth Rock Trail (8).

B. Design Specifications:

1. **Trail Type:** Type 2 (preferred mountain bike)
2. **Users:** Non-motorized users
3. **Width:** See "Trail Type."
4. **Grade:** See "Trail Type."
5. **Surface:** See "Trail Type."
6. **Features:** 32-foot bridge
7. **User Experience/Aesthetics:** This trail is meant primarily as a connector between the Panorama Mountain Bike Trail and the Mammoth Rock Trail, providing continuity of experience for the user. This trail will accommodate all skill levels, but does connect to more intermediate-level amenities.
8. **Trail Amenities:** None.

C. Winter/Summer Interface: None.

D. Signage and Wayfinding Special Considerations: None.



TO BE COMPLETED BY AGENCIES/JURISDICTIONS

A. Environmental Review

B. Construction & Maintenance

C. Funding Considerations & Ownership

D. Construction Cost Estimator

- a. **Total linear feet of new trail construction:** 1,506 linear feet
- b. **Total estimated cost per linear foot:** \$5 per linear foot, with additional cost for bridge construction
- c. **Rehabilitation cost estimate:** Approximately 100 linear feet of existing use trail that would otherwise connect with Map ID# S05b South, which is a non-mechanized trail, will need to be rehabilitated to prevent bicyclists from accessing a trail on which that use is prohibited.
- d. **First-guess cost estimate:**
 - i. **Preferred Alignment:**
 - ii. **Alternative alignment:**

E. Other Special Considerations: See "Rehabilitation cost estimate," above.

SHARP






Sherwins Area Recreation Plan

Trails Technical Committee

SHARP TTC: Map ID #S15

Map Draft Date 11/17/10

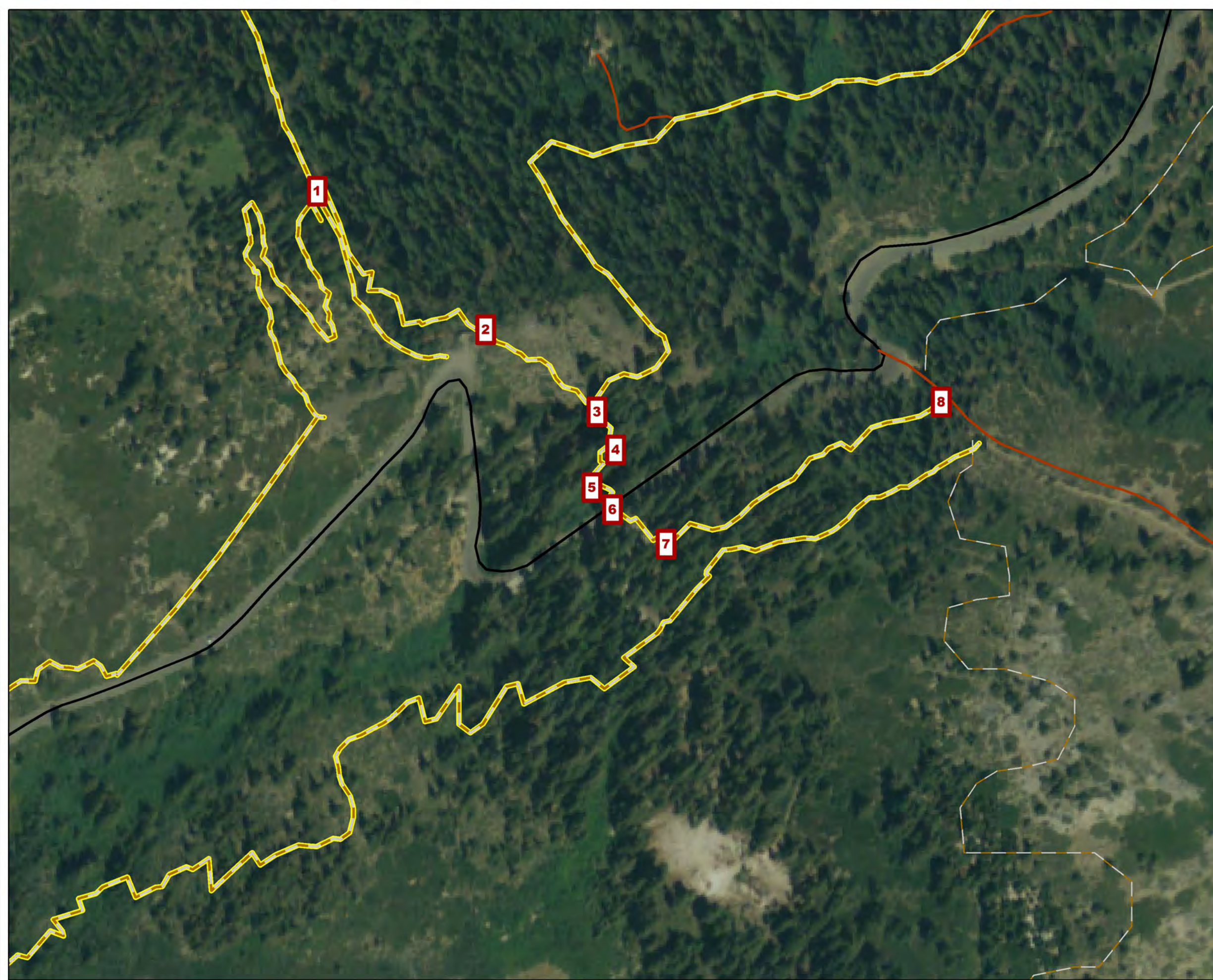
Legend

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0 170 340 680 Feet





INTELLECTUAL PROPERTY

Track #2

Document Date: October 12, 2011

Document Contents:

1. "Memorandum on IP for MLTPAF (GW 08.29.11)"
2. "Town of Mammoth Lakes Trademark and Copyright License Agreement"
3. "Town of Mammoth Lakes Amendment to Consulting Agreement"
4. "TOML/MLTPA Master Agreement" (054_MLTPA_TOML_AgreePage8_110810)

Document Summary:

1. Meeting notes from Partner meeting as summarized by Jonathan Blinderman of "Glaser Weil Fink Jacobs Howard Avchen & Shapiro"
2. Draft trademark and copyright license agreement
3. Draft language to update TOML/MLTPA master agreement

Document Contributors:

1. MLTPA/Recreation Comm. Trails Committee – August 11, 2011 @ 3:00 p.m.

In attendance: John Wentworth, Jay Deinken, Bill Taylor, Danna Stroud (SMG); Tony Colasardo, Sean Turner (TOML Recreation Commission/Trails Committee)
2. Draft legal documents prepared by Jonathan Blinderman of "Glaser Weil Fink Jacobs Howard Avchen & Shapiro"

Next Steps:

Glaser Weil Fink Jacobs
Howard Avchen & Shapiro LLP

M E M O R A N D U M

PRIVILEGED AND CONFIDENTIAL

TO: John Wentworth
FROM: Jonathan Blinderman
DATE: August 28, 2011
SUBJECT: IP Exploitation Strategy

We have reviewed the options of the Mammoth Lakes Trails and Public Access Foundation (the "MLTPAF") with respect to the development and implementation of a plan to develop intellectual property and to exploit the intellectual property in a manner to best support the MLTPAF's mission. Our goal is to permit the creation of a robust portfolio of IP assets that can be utilized to further development and promotion of the Mammoth Lakes trail and public access system. A secondary goal is to ensure that valuable good will is not developed and then lost to judgment creditors holding rights against the Town of Mammoth Lakes. The following is an outline of our suggestions.

1. Ownership of All Rights MLTPAF

Our initial suggestion is to revise the Consulting Agreement between the Town of Mammoth Lakes (the "Town") and the MLTPAF to permit MLTPAF to create and own IP in its own name. Current the Consulting Agreement provides that all IP created under the Consulting Agreement is created on a work-for-hire basis, such that the Town owns the underlying rights in all such IP. Thus in order to implement this change, the Town and MLTPAF would need to amend the Consulting Agreement.

We have been informed that there is some concern regarding amending the Consulting Agreement. The concern revolves around the fact that the MLTPAF is funded, wholly or substantially, with funds provided by the Town. There is resistance to permitting the MLTPAF to own the underlying IP in that there is a belief by some that this would be a misuse of the Town's resources. While we believe that the Consulting Agreement could be modified to require that all proceeds of the exploitation of developed IP would be used to promote the MLTPAF's mission (which is supported by the Town), we understand that the Town wishes to pursue an alternative plan.

2. Licensing of Rights to MLTPAF

As an alternative plan, the MLTPAF can develop IP pursuant to the Consulting Agreement as work-for-hire for the Town, but receive back an exclusive license to exploit the IP in a manner that best promotes the MLTPAF mission.

The first consideration is to treat copyrighted materials and trademark's separately.

Copyrights are the writes of an author of original works that embody original ideas in a tangible form. Thus, the creation of trail maps, trail guides, photographs, drawings, etc... are protected by copyright. A trademark is a distinctive symbol or indicator used by an individual, business organization, or other legal entity to identify that the products or services to consumers with which the trademark appears originate from a unique source, and to distinguish its products or services from those of other entities. Thus, the creation of a logo that represents the Mammoth Lakes Trail System would be protected by trademark.

a. Copyrights

Materials that are created to support the MLTPAF mission, such as trail maps, guides, descriptions, photographs and artworks should be protected by copyright. MLTPAF would develop copyrighted materials and work on hire for the Town.

MLTPAF and the Town would enter into an exclusive license agreement, granting MLTPAF the exclusive right to control the underlying works and to exploit them. This license would generally require and capture all copyrighted materials created under the Consulting Agreement.

Some of the terms that would need to be discussed would be: i) the length of the license (and automatic extensions); ii) how proceeds of the exploitation of the copyrighted materials would be split between MLTPAF or a portion being paid back to the Town; and iii) approval rights (would the Town need to approve any aspect of the creation or exploitation of the copyrighted works).

The idea would be to allow the Town to own the underlying copyrights, but to give MLTPAF unfettered control to develop and exploit the works, with the understanding that all proceeds must be used to further promote the Mammoth Lakes Trail System.

b. Trademarks

In the situation at hand, trademarks are a more difficult right to manage. Because trademarks are intended to protect the public (as opposed to the trademark holder); there are specific requirements to permit a party to exploit a trademark of a different party.

Thus, after MLTPAF assists the Town in developing one or more trademarks, the Town will necessarily be required to maintain some control over the marks. The proposed license would include i) controls over the types of goods and services with which the

marks could be used (in line with the quality of goods normally associated with the underlying mark); ii) provisions that the goodwill associated with the marks belongs to the Town; and iii) some type of oversight by the Town to ensure that the marks are being used in accordance with the license.

3. Conclusion

Based upon the needs of the Town and MLTPAF, we recommend that the copyright and trademarks be treated separately. There should be a master copyright license that permits MLTPAF to fully use and exploit the copyrighted materials. There should be a trademark license that gives the Town the necessary control to ensure that the mark remains valid and enforceable against third parties.

TRADEMARK AND COPYRIGHT LICENSE AGREEMENT

THIS AGREEMENT, made and entered into on or around the ____ day of October, 2011 and effective as of the ____ day of October, 2011 (“Effective Date”), is between the Town of Mammoth Lakes (“Town”), and Mammoth Lakes Trails and Public Access Foundation (“Licensee”).

WHEREAS, Town and Licensee are parties to that certain Consulting Agreement, dated as of December 2, 2010, as amended by the Amendment to Consulting Agreement, dated October ____, 2011 (the “Consulting Agreement”);

WHEREAS, Town is the owner of all right, title, and interest in and to the trademarks listed on the attached Exhibit A, as updated from time to time by mutual consent of the parties (the “Trademarks”), and the copyrights listed on the attached Exhibit B, as updated from time to time by mutual consent of the parties (the “Copyrights”), together with the Trademarks, the “Licensed Property”);

WHEREAS, Licensee desires to acquire an exclusive license to use the Licensed Property, throughout the territories set forth in Exhibit C (the “Licensed Territories”), pursuant to the terms and conditions set forth herein

NOW THEREFORE, in consideration of the promises and obligations in this Agreement, and other good and valuable consideration received sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant

1.1 Trademark License. Subject to the terms and conditions set forth in this Agreement, Town grants to Licensee an exclusive, non-transferable license to use the Trademarks, throughout the territories set forth in Exhibit C (the “Licensed Territories”) (the “Trademark License”) for use on the goods and services set forth in Exhibit A-1 (when branded with one or more of the trademarks, the “Licensed Goods/Services”), as modified by mutual agreement of the parties, provided the Licensed Goods/Services shall be subject to the Quality Control provisions provided in section 3 of this Agreement. No license is granted hereunder for any use other than that specified under this Agreement.

1.1.b. New Trademark. Notwithstanding the foregoing, Licensee shall have the right during the Term to modify or create new trademarks for use in developing good will in the Town and the Mammoth Lakes Trail System. Licensee shall submit to the Town any new proposed Trademark to be added to Exhibit A. Town shall have fifteen (15) days in which to give or withhold its written approval for inclusion of the new Trademark on Exhibit A; provided that Town shall be deemed to have approved submission if Town does not reject the proposed addition within the fifteen (15) day period. Licensee shall cooperate with Town in connection with Town’s review of the new Trademark, including by providing any additional information or materials that may be requested by Town or making requested modifications to the proposed Trademark. Licensee shall have the right to register any new Trademark on behalf of the Town with the United States Patent and Trademark Office.

1.2 Copyright License. Subject to the terms and conditions set forth in this Agreement, Town grants to Licensee an exclusive, non-transferable license to use, reproduce, distribute copies of, make derivative works of, publish, distribute, display, broadcast and/or transmit the Copyrights in the Licensed Territory, through all media whether now known or hereinafter devised (the "Copyright License").

1.2.a. Limitation on Copyright License. The Copyright License is limited to uses necessary for Licensee to perform Licensee's obligations under the Consulting Agreement with regards to public outreach, including web posting, printing and publication, as well as the reproduction and sale of the Copyrights with all proceeds going to Licensee to fulfill its duties under the Consulting Agreement.

1.2.b. New Copyright. Notwithstanding the foregoing, Licensee shall have the right during the Term to modify or create derivative works of the Copyrights and to create new copyrights. Licensee shall submit to the Town any newly proposed Copyrights to be added to Exhibit A. Town shall have fifteen (15) days in which to give or withhold its written approval for the proposed new Copyrights; provided, that Town shall be deemed to have approved any new Copyright if Town does not reject the proposed new Copyrights within the fifteen (15) day period. Licensee shall cooperate with Town in connection with Town's review of matters contained in Licensee's notice, including any requested modifications by the Town. Licensee shall have the right to register a new Copyright on behalf of the Town with the United States Copyright Office.

2. Term and Termination

2.1 This Agreement shall commence on the Effective Date and terminate on December 31, 2021 (the "Initial Term") unless sooner terminated by operation of law or in accordance with the provisions of this Agreement.

2.2 Upon expiration of the Initial Term, this Agreement shall be automatically renewed for additional five year terms (each a "Renewal Term") on the same terms and conditions herein except otherwise provided. The Initial Term and each Renewal Term are each referred to as a "Contract Period."

2.3 Either Town or Licensee may terminate a Contract Period upon written notice to the other at least One Hundred Eighty (180) days prior to the expiration of the then-current Contract Period.

2.4 Upon termination of this Agreement, Licensee will immediately cease all use or exploitation of the Licensed Property.

3. Quality Control, Marketing

3.1 Licensee acknowledges that the maintenance of the high quality of the Licensed Property usage are material conditions of this Agreement and Town is relying upon Licensee's representation and warranty that Licensee will use the Licensed Property only in a manner approved by the Town and consistent with the highest standards of services and products. Licensee agrees that Town may, at any time and not less than once a year, request that Licensee

submit samples of all uses of the Licensed Property as applied to services, goods, products, advertisements and promotions, and submit to Town on-site inspection of Licensee's facilities as Town may request from time to time.

3.2 Licensee agrees that it will use its reasonable best efforts to comply with all conditions set forth in writing from time-to-time by Town with respect to the title, appearance and manner of use of the Licensed Property. In addition, upon Town's request, Licensee shall place all Trademark and Copyright notices reasonably acceptable to Town on any Licensed Property usage and any marketing, advertising, or promotional materials bearing the Licensed Property to identify the licensed use under this Agreement and the proprietary rights of Town in such Licensed Property.

3.3 Prior to the use or exploitation of the Licensed Property by Licensee, at least one representative specimen showing the Trademark and Copyright notice(s) and their location on any Licensed Property usage or any promotional, advertising, or marketing materials, shall be provided by Licensee, at Licensee's sole expense to Town, and Town shall have thirty (30) days to review and approve any such specimen. If Town does not respond within such thirty (30) day period, such approval shall be deemed to have been denied. Once Town gives approval for a specific use of a Licensed Property, substantially similar uses will be deemed approved without the need to resubmit a request for approval from Town.

3.4 All marketing, advertising and promotional materials shall be subject to prepublication review and approval with respect to, but not limited to, content, style, appearance, and composition. At least one copy of all such marketing, advertising and promotional material shall be provided by Licensee at its sole expense to Town, and Town shall have thirty (30) days to review and approve any such material. If Town does not respond within such thirty (30) day period, such approval shall be deemed to have been denied. Once Town gives approval for a specific use of a Licensed Property, substantially similar uses will be deemed approved without the need to resubmit a request for approval from Town.

3.5 Licensee will use and display trademarks only in a form and style which do not defame, disparage, diminish, place in a bad light, or otherwise injure Town, any affiliate of Town, or any officer, or director of Town or any of their respective affiliates.

3.6 Licensee will not represent in any manner that it has any ownership interest in the Licensed Property or any goodwill associated therein. Licensee will not represent in any manner that it has any rights in or to the Licensed Property other than as set forth in this Agreement.

3.7 Licensee further agrees that it will not apply for nor seek to obtain trademark or copyright registration or any other property rights in the Licensed Property and that, upon request, Licensee will furnish to Town any reasonably necessary specimens or facsimiles for the purpose of submitting appropriate trademark/service mark or copyright applications in the name of Town.

3.8 Licensee agrees that if Licensee receives knowledge of any usage or exploitation of the Licensed Property by any person or entity other than Licensee or Town that Licensee has a belief that the use is not approved of by Town, or of other confusingly similar marks, Licensee

will promptly call such fact to the attention of Town in writing and shall assist Town in any enforcement action Town may elect to bring in the Town's sole and absolute discretion.

3.9 Licensee shall undertake any corrective actions required by Town in order to comply with Town's Quality Control Requests in a timely and professional manner and shall provide Town with such evidence of compliance as Town may reasonably require.

4. **Proceeds**

4.1 All proceeds derived from Licensee's exploitation of the Licensed Property shall inure to the benefit of Licensee for the purposes of Licensee's performance of services related to the Mammoth Lakes Trails System including, inter alia, public outreach, data collection, updating and adoption of a trail system master plan, development of a prioritized implementation program, implementation of signage and wayfinding, incorporation and implementation of special projects, implementation of information system development of a management plan, facilitating cooperation and consultation between multiple jurisdictions, product development and marketing, and representing Town in collaboration with other jurisdictional partners.

5. **No Partnership.** Licensee agrees that this Agreement does not constitute a partnership or joint venture, and agrees not to use the Licensed Property or the name of Town other than as provided by this Agreement or in the Consulting Agreement.

6. **Ownership and Protection of Rights**

6.1 Licensee acknowledges the value of the goodwill associated with the Licensed Property and acknowledges that such goodwill belongs exclusively to Town. Licensee further acknowledges the exclusive right, title and interest of Town in and to the Licensed Property.

6.2 Licensee agrees that during the Term and thereafter, Licensee will not attack any of Town's Trademark or Copyright or other intellectual property right pertaining to the Licensed Property in the United States or anywhere in the world, and will not aid or assist any third person or entity in doing so.

6.3 Licensee agrees that it will not harm, misuse or bring into dispute the Licensed Property in the United States or anywhere in the world.

6.4 Licensee agrees that it will use and exploit the Licensed Property only in accordance with the terms and intent of this Agreement.

6.5 Licensee agrees that its use of the Licensed Property inures to the benefit of Town and agrees not to register, attempt to register, or attempt to obtain ownership, on its own behalf or through any third party, in any jurisdiction, of any of the Licensed Property.

6.6 Licensee agrees that it will comply with all laws and regulations relating or pertaining to the use or exploitation of the Licensed Property and shall maintain the highest quality and standards in relation to the goods and services provided by it which bear or are

related to or are in connection with the Licensed Property, and shall comply with any regulatory agencies which shall have jurisdiction over the Licensed Property.

6.7 At the request of Town, Licensee shall perform any reasonable acts necessary to assist Town in preserving and protecting, and to vest in Town, ownership of and title to the Licensed Property, including, without limitation, the execution and delivery of necessary documents.

6.8 Licensee agrees not to use or authorize use of, either during or after term of this Agreement, any configuration, mark, name, design, logo or other designation confusingly similar to any of the Trademarks.

6.9 Licensee agrees to notify Town promptly in writing of any merchandise or services advertised, promoted or sold that may constitute infringement or improper use of the Licensed Property, of which Licensee has knowledge. Licensee further agrees to assist Town in obtaining, defending and enforcing its rights in or registration of the Marks by providing evidence, testimony, and documents concerning, among other things, Licensee's use of the Licensed Property, and by taking any other action reasonably requested by Town, including but not limited to joining in any such enforcement action, at the request and expense of Town.

6.10 As between Town and Licensee, Licensee shall have the sole right to determine whether or not any action shall be taken on account of infringement or improper use of the Licensed Property. Licensee agrees not to assert any third party claim or to make any demands or claims, not to institute any suit, and not to take any other action on account of such infringements or uses without first obtaining the prior written permission of Town. All costs and expenses, including attorneys' fees incurred in connection with any suit instituted by Licensee without the consent of Town shall be borne solely by Licensee.

6.11 With respect to all claims and suits for infringement of any of the Licensed Property, including suits in which Licensee is joined as a party, Town shall have the sole right to employ counsel of its choosing and to direct the handling of the litigation and any settlement thereof. Town shall be entitled to receive and retain all amounts awarded as damages, profits or otherwise in connection with such suits.

Indemnification

7.1 Town assumes no liability to Licensee or any third parties with respect to the performance, use or disposal of the Licensed Goods/Services manufactured, sold, offered for sale or distributed by Licensee. Licensee agrees to hold harmless, defend and indemnify Town and its governing board members, shareholders, affiliates, employees and agents against third party claim liabilities (damages, judgments or causes of action, and costs and expenses related thereto including but not limited to reasonable attorneys' fees and costs), arising out of the manufacture, distribution, advertising, use, sale or marketing of the Licensed Goods/Services, and any breach of this Agreement, provided that: (a) prompt written notice is given to Licensee of any such suit or claim; (b) Licensee shall have the option and right to undertake and conduct the defense of any such suits or claims brought against Town; and (c) no settlement of any suit or claim is made or entered into without the prior express written consent of Licensee.

7.2 Town agrees to hold harmless, defend and indemnify Licensee, its officers, shareholders, employees and agents against third party claims, liabilities, demands, judgments, or causes of action and costs and expenses related thereto (including but not limited to reasonable attorneys' fees and costs) of trademark or copyright infringement, or unfair competition, or damages relating thereto, related to Licensee's use of the Licensed Property that are registered in the identified Licensed Territories, on or in connection with the Licensed Goods/Services as expressly authorized by this Agreement provided that (a) prompt written notice is given to Town of any such suit or claim; (b) Town shall have the option and right to undertake and conduct the defense of any such suits or claims brought against Licensee; and (c) not settle any suit or claim is made or entered into without the prior express written consent of Town. This indemnification shall not apply to actions arising out of the use of trademarks in Territories where such Trademarks are not registered.

8. Licensee's Duties upon Termination

8.1 Upon termination of this Agreement for any reason, Licensee shall (a) immediately discontinue manufacturing, distributing, selling and offering for sale all Licensed Goods/Services, (b) immediately discontinue all uses of the Licensed Property, and (c) promptly destroy all materials in its possession incorporating the Licensed Property and provide to Town a description of the materials destroyed.

8.2 Notwithstanding the provisions of Section 1 in the event that this Agreement is terminated for any reason other than for a breach or other failure of Licensee to meet the quality standards warranted herein or otherwise to permit its obligations under this Agreement, Licensee shall have a period of up to six (6) months following the date of termination in which to distribute, sell, and offer for sale Licensee's inventory of Licensed Goods on hand at the date of termination.

9. Survival of Rights and Obligations

9.1 Termination of this Agreement shall not impair any rights of Town, nor shall it relieve Licensee of its obligations under Section 8 hereof or any rights or obligations that have accrued prior to termination of this Agreement.

10. Remedies

10.1 Licensee acknowledges that any material breach of this Agreement will result in immediate and irreparable damage, and that money damages alone will be inadequate to compensate Town. Therefore, in the event of a material breach or threatened material breach of any provision of this Agreement, Town may, in addition to all other remedies, obtain immediate injunctive relief prohibiting the breach or compelling specific performance.

11. Severability

11.1 If any provision of this Agreement is held to be unenforceable, such provision shall be limited and construed so as to make it enforceable consistent with the parties' manifest intentions or, if such limitation or construction is not possible or would be inconsistent with the parties' manifest intentions, such provision will be deemed stricken from this Agreement. In any

such event, all other provisions of this Agreement will remain in full force and effect, unless such enforcement would result in an injustice or be inconsistent with the purposes of this Agreement.

12. Waiver

12.1 No waiver of any term of this Agreement shall be valid unless in writing signed by the party against which the waiver is sought to be enforced. No waiver of any breach of or failure of performance under this Agreement shall be deemed a continuing waiver or a waiver as to any subsequent or similar breach.

13. No Assignment

13.1 Neither this Agreement nor any right, license or privilege granted to Licensee herein shall be assignable, by operation of law or otherwise, without the other party's prior written consent to such assignment.

14. Notice

14.1 All notices, demands, and other communications required by this Agreement and all payments to be made pursuant to this Agreement shall be sent to the addresses set forth below unless and until a notification of a change of address is given in writing. All notices, demands, payments and other communications shall be deemed to have been duly given or made (i) when delivered personally, (ii) when sent by telefax to the telephone number on the address shown below, (iii) the second day following the date of delivery prepaid to a national air courier service, or (iv) three business days after deposit in the U.S. mails certified or registered, postage prepaid, in each case addressed to the party to whom notice is being given at the addresses set forth below.

Town

Ray C. Jar
Public Works Director
Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546

Licensee

John Wentworth
President & Chief Executive Officer
Mammoth Lakes Trails and Public Access
Foundation
P.O. Box 100 PMB 432
Mammoth Lakes, CA 93546-0100

15. Governing Law

15.1 All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with the laws of the State of California applicable to contracts made and to be wholly performed within such State (with no giving effect to any choice of law or conflict of law principles whether of the State of California or any other jurisdiction that would cause the application of the Laws of any jurisdiction other than the State of California). The parties hereby irrevocably submit themselves to the jurisdiction of the courts residing in Los Angeles, California, and irrevocably waive any other forum to which they might be entitled by reason of their present or future domicile or any reason whatsoever.

16. Entire Agreement

16.1 This Agreement contains the entire agreement between the parties with regard to its subject matter and supersedes all prior agreements between them pertaining to its subject matter. This Agreement may be altered or amended only in a duly executed writing.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

TOWN

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Trademarks

EXHIBIT A-1

Goods and Services

EXHIBIT B

Copyrights

EXHIBIT C

Licensed Territories

AMENDMENT TO CONSULTING AGREEMENT

This AMENDMENT TO CONSULTING AGREEMENT (this "Amendment"), dated as of October ____, 2011, by and between the Town of Mammoth Lakes ("TOWN") and Mammoth Lakes Trails and Public Access Foundation ("CONSULTANT") is made and entered into with reference to the following facts and circumstances.

WHEREAS, the parties hereto have heretofore entered into the certain Consulting Agreement dated as of December 2, 2010 (the "Agreement"). Capitalized terms used herein but not otherwise defined have the meaning set forth in the Agreement.

WHEREAS, the parties hereto now desire to amend the Agreement, as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Amendment of Agreement The Agreement is hereby amended as follows:

(a) Amendment of Section 8 Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following language:

All results and proceeds of CONSULTANT's services pursuant to this Agreement, including but not limited to all original documents, records, drawings and other material prepared by CONSULTANT under this Agreement ("Work Product"), shall constitute a work product ordered and commissioned by TOWN, or created within the scope of CONSULTANT's employment, and shall be deemed a "work made for hire" under U.S. copyright law with TOWN being considered the author for copyright purposes and the owner of the copyright (and all extensions and renewals thereof) and all other rights now known or hereafter recognized. If any results and proceeds of CONSULTANT's services are determined not to be "works made for hire," CONSULTANT hereby assigns and/or is deemed to have assigned same to TOWN unconditionally, irrevocably and in perpetuity. CONSULTANT waives any "moral rights" of authors and any similar rights throughout the world. TOWN shall have no limitation whatsoever on the uses that may be of the results and proceeds of CONSULTANT's services throughout the world in perpetuity in any manner or method now known or hereafter devised. TOWN agrees that CONSULTANT shall have an exclusive license to exploit the Work Product, subject to the term of the Trademark and Copyright License Agreement between TOWN and CONSULTANT, dated October ____, 2011.

2. Remaining Effect. The Agreement is hereby amended to reflect the foregoing. Except as amended herein, the Agreement continues in full force and effect without change thereto.

3. Entire Agreement. The Agreement, as amended hereby, constitutes the entire subject matter hereof and thereof and supersedes prior agreements and undertakings, both oral and written among the parties with respect to the subject matter hereof and thereof.

4. Representation and Warranties. The parties each represent and warrant for themselves, and not for the other party, that they have all requisite power and authority to enter into this Amendment, and the Amendment has been duly authorized by the necessary actions on the part of each party.

5. Counterparts. This Amendment may be executed in separate counterparts each of which shall be an original and all of which taken together shall constitute one and the same agreement.

6. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by, and construed in accordance with the laws of the State of California applicable to contracts made and to be wholly performed within such State (without giving effect to any choice of law or conflict of law principles whether of the State of California or any other jurisdiction that would cause the application of the Laws of any jurisdiction other than the State of California). The parties hereby irrevocably submit themselves to the jurisdiction of the courts sitting in Los Angeles, California, and irrevocably waive any other forum to which they might be entitled by reason of their present or future domicile or any reason whatsoever.

7. Descriptive Headings. The descriptive headings of this Amendment are inserted for convenience only and do not constitute a part of this Amendment.

8. No Waiver. Nothing contained in this Amendment shall operate as a waiver by either party of any prior or continuing breach of any of the provisions contained in the Agreement.

* * * * *

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

CONSULTANT

TOWN OF MAMMOTH L ES

President & Chief Executive Officer

Town Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM

Town Attorney

Dated: _____

7.7 Failure to Maintain Coverage. CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the TOWN. The TOWN shall have the right to withhold any payment due CONSULTANT until CONSULTANT has fully complied with the insurance provisions of this Agreement. In the event that the CONSULTANT's operations are suspended for failure to maintain required insurance coverage, the CONSULTANT shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

7.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

7.9 Insurance for Sub-CONSULTANTS. All Sub-CONSULTANTS shall be included as additional insureds under the CONSULTANT's policies, or the CONSULTANT shall be responsible for causing Sub-CONSULTANTS to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the TOWN as an Additional Insured to the Sub-CONSULTANT's policies. CONSULTANT shall provide to TOWN satisfactory evidence as required under this Agreement.”

8. All original documents, records, drawings and other material prepared by CONSULTANT under this Agreement, shall become the exclusive property of TOWN and shall not be used in any manner without prior consent of TOWN. TOWN agrees that CONSULTANT shall have access to all documents, drawings and exhibits necessary for CONSULTANT to perform necessary tasks with regards to public outreach, including web posting, printing and public distribution. Any reuse of such documents, records, drawings, and other material by TOWN on any project other than that covered by this Agreement and its Amendments, shall be TOWN's sole risk and without liability to CONSULTANT. TOWN and CONSULTANT recognize that the work product generated by CONSULTANT under this Agreement may include intellectual property. TOWN's needs for the services and deliverables to be provided by CONSULTANT may not necessarily include the need for ownership of, or the right to use, all such intellectual property. Moreover, CONSULTANT may have opportunities to generate income, which could be used to further benefit the Mammoth Lakes Trail System, by exploiting some of such intellectual property outside of this Agreement. Therefore, TOWN and CONSULTANT agree to explore and negotiate appropriate allocations of rights in such intellectual property where this may potentially benefit TOWN, CONSULTANT and the Mammoth Lakes Trail System.



GOVERNANCE

Track #3

Document Date: October 12, 2011

Document Contents:

- 1_062_MLTS_TrailsComm_110914_db notes
- 2_062_Gov_MakeUp and Schedule_111013
- 3_062_GovernOrgChrt_110918

Document Summary:

- 1. Partner Meeting Notes
- 2. Narrative description of governance program
- 3. Draft organizational chart for MLTS Governance Program

Document Contributors:

- 1. MLTPA/Recreation Comm. Trails Committee – September 14, 2011 @ 3:00 p.m.

In attendance: John Wentworth, Jay Deinken, Bill Taylor, (MLTPA); Danna Stroud (SMG); Tony Colasardo, Sean Turner (TOML Recreation Commission/Trails Committee)

Next Steps



Rec Commission Trails Committee/MLTPA Meeting
Wednesday, September 14, 2011
MLTPA Annex #6 – 3:00 PM

- 1. MLTS – Inaugural Documents of Authority** (updates)
 - a. Physical Assets
 - b. Intellectual Property
 - c. Program of Operations and Maintenance
 - d. Governance
 - e. Partner Resources and Capacities
 - f. “How This All Works” (attached)
- 2. MLTS – Intellectual Property**
 - a. Review of legal opinion from Glaser Weil (attached)
 - b. Review of IP outline from Jay Deinken (attached)
 - c. Next Steps
- 3. MLTS – Governance Discussion**
 - a. What the MLTS governance will do
 - b. Means and Methods – Integration with Existing Programs
 - c. The Calendar
 - d. Recommendations for Participation and Level of Commitment
- 4. Kick Off Meeting with TOML and INF (Friday, September 16 @ 9:00 AM)**
 - a. Participants
 - b. Draft Agenda Review (attached)
 - c. Discussion
- 5. Next Steps**
 - a. Map out of decision-making process for MLTS
 - b. Governance (quarterly meeting MLTS Coordinating Committee)
 1. In line with calendar, grants, MR
 - ii. Who
 1. Public Works Director
 2. Trails Coordinator (MLTPA)
 3. Recreation Commission Trails Committee
 4. INF participation (ex officio)
 5. Other Town Commissions
 - iii. What
 1. Tasks: Establish program and capital priorities and make recommendations
 2. What this governance body is not?

iv. Other Comments

1. BOD – INF and BLM
2. Shared vision
3. What does the success of this MLTS effort look like?

6. Adjourn



Proposed MLTS Governance Program

MLTS Coordinating Committee – Proposed Membership

Recreation Commission “Trails Committee” – 2 appointments

TOML Staff – Director of Public Works Department

INF Staff – 1 Appointment

MLTPA – Trails Coordinator

MLTS Coordinating Committee – Mission and Purpose

- Establish program and capital priorities and make recommendations to the Town’s Recreation Commission for implementation of the Town’s Trail System Master Plan
- Coordinate the resources of the partners
- *To be further developed and refined by the TOML Recreation Commission*

MLTS Coordinating Committee – Regular Meeting Opportunities

Every Two Weeks – Regular meeting of TOML staff, MLTPA Trails Coordinator, and such members of MLTS coordinating committee as wish to participate

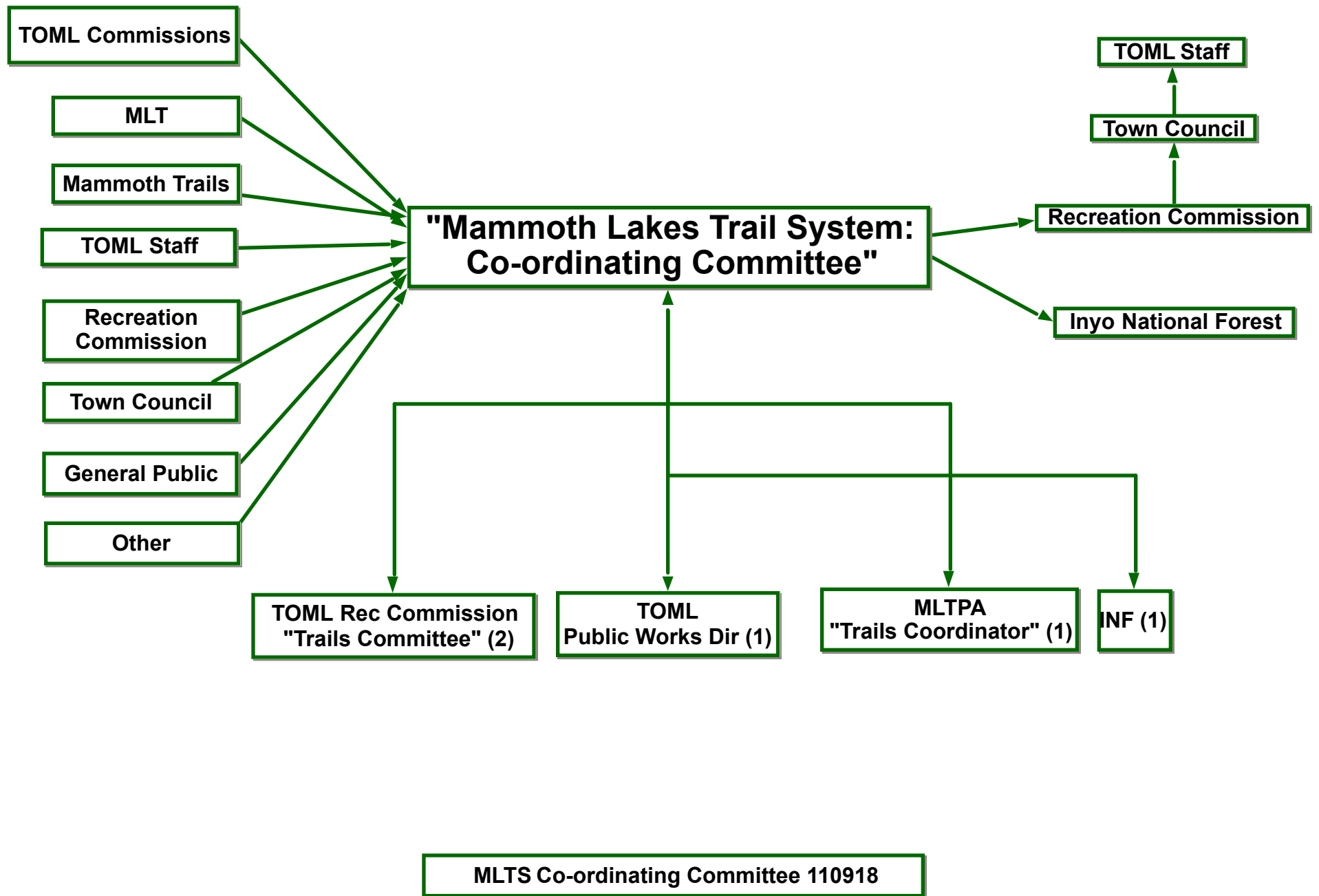
Every Month – Opportunity for MLTS issues/projects to be agendized on to regular TOML/INF monthly meeting agenda.

Every Quarter – Opportunity for MLTS issues/projects to agendized on to TOML/INF leadership team meetings.

Every Quarter – Full meeting of MLTS Coordinating Committee

TOML Recreation Commission – regular updates and as requested by the Recreation Commission

As Needed – MLTS Coordinating committee will meet on an as needed/project by project basis



MLTS Budget Framework (DRAFT)

Protected Funds		TOML General Fund							Unfunded/ Unknown
Measure R (016)	Measure U	PW Admin/Maint (200-205)	Comm Dev (019)	Parks & Rec (015)	Park Maint (020)	Tourism Dev (14)	Gas Tax Fund (210)	Public Safety (008)	GAP

CAT.	SUB-CATEGORY	Project/Line Item	Responsible Agency/ Organization	Dedicated Funding?	Current TOML Funding Source (#)	Notes/Questions?
PLANNING	Strategic/Master Planning					
		060_TSMP_AD	MLTPA	Y	Measure R (016)	
		058_TSMP_CEQA	MLTPA	Y	Measure R (016)	
		068_TSMP_CIP	MLTPA	Y	Measure R (016)	
		Strategic and Advanced Planning	TOML (Community Development)	Y	Comm Dev (019)	Will any of the \$591,782 requested support MLTS planning efforts?
	Collaborative Processes					
		070_MLTS_CP	MLTPA	Y	Measure R (016)	
	Focused Planning Efforts					
		061_MLTS_ISP	MLTPA	Y	Measure R (016)	
		051_02_TTC11	MLTPA	Y	Measure R (016)	
DESIGN	Guidelines and Standards					
		052_STDMAN	MLTPA	Y	Measure R (016)	
	Project Design					
		Capital Projects Engineering	TOML (Public Works)	Y	PW Admin/Maint (200-205)	To what extent could the requested \$648,259 in Engineering funds be used for MLTS project design?
	Trail Alignment Studies					
	Accessibility					
IMPLEMENTATION	Cost Estimates					
		Capital Projects Engineering	TOML (Public Works)	Y	PW Admin/Maint (200-205)	To what extent could the requested \$648,259 in Engineering funds be used for the development of MLTS project cost estimates?
	Easements/Access Negotiations					
		053_ShrwnEgr	MLTPA	Y	Measure R (016)	
	Project Implementation/Construction					
		Capital Projects Engineering	TOML (Public Works)	Y	PW Admin/Maint (200-205)	To what extent could the requested \$648,259 in Engineering funds be used for the construction of MLTS projects?
		045_02_ARRA_11	MLTPA	Y	Measure R (016)	
		071_SHARP_BLD	MLTPA	Y	Measure R (016)	
		043_MRACK	MLTPA	Y	Measure R (016)	

MLTS Budget Framework (DRAFT)

Protected Funds		TOML General Fund							Unfunded/ Unknown
Measure R (016)	Measure U	PW Admin/Maint (200-205)	Comm Dev (019)	Parks & Rec (015)	Park Maint (020)	Tourism Dev (14)	Gas Tax Fund (210)	Public Safety (008)	GAP

OPERATION	Management Plan								
		062_MLTS_MP	MLTPA	Y	Measure R (016)				
	Governance								
		072_MLTS_REP	MLTPA	Y	Measure R (016)				
	Coordination								
		068_TSMP_CIP_1c	MLTPA	Y	Measure R (016)				
	Fundraising								
		057_MLTS_GRANTS	MLTPA	Y	Measure R (016)				
	Website								
		056_MT_WEB	MLTPA	Y	Measure R (016)				
	Information Systems								
		069_MLTS_IMG	MLTPA	Y	Measure R (016)				
		029_DATA	MLTPA	Y	Measure R (016)				
	Budgeting/Reporting								
		063_MLTS_ORQ	MLTPA	Y	Measure R (016)				
	Regulations/Enforcement								
		Public Safety	TOML (Police)	Y	Safety (008)				To what degree could TOML Police provide enforcement support for MLTS?
				N					Where will additional enforcement activities along MLTS come from?
	Risk Management (Insurance)								
		PW Insurance Premiums	TOML (Public Works)	Y					To what extent will \$348K in insurance premiums provide liability coverage for MLTS?
	Benchmarking and Evaluation			N					
MAINTENANCE	Maintenance Management			Y					
		068_TSMP_CIP_1d	MLTPA	Y	Measure R (016)				

MLTS Budget Framework (DRAFT)

Protected Funds		TOML General Fund							Unfunded/ Unknown
Measure R (016)	Measure U	PW Admin/Maint (200-205)	Comm Dev (019)	Parks & Rec (015)	Park Maint (020)	Tourism Dev (14)	Gas Tax Fund (210)	Public Safety (008)	GAP

MUP Maintenance					Y				
	MUP Inspection			TOML (Public Works)	Y		Public Works Admin/Maint (200-205)		Is the level of maintenance described in TSMP Figure 7-5 covered entirely by the \$36,807 identified for the Trail System Maintenance division under the Parks Maintenance (020) budget?
	MUP Summer Maintenance			TOML (Public Works)	Y		Park Maintenance (020)		
	MUP Snow Management			TOML (Public Works)	Y		Gas Tax Fund (210)		
	MUP Signage			TOML (Public Works)	Y		Park Maintenance (020)		
	MUP Lighting			TOML (Public Works)	Y		Gas Tax Fund (210)		
	MUP Lighting			TOML (Public Works)	Y		Park Maintenance (020)		
Soft-Surface Trail Maintenance									
					N				
Equestrian-specific Trail Maintenance									
					N				
Nordic-specific Trail Maintenance									
					N				
On-Street Bikeway Maintenance									
	On-Street Bikeway Summer Maintenance			TOML (Public Works)	Y		Gas Tax Fund (210)		
	On-Street Bikeway Winter Maintenance			TOML (Public Works)	Y		Gas Tax Fund (210)		
Trailhead Maintenance									
	Park Maintenance			TOML (Public Works)	Y		Park Maintenance (020)		\$426,323 for Parks Maintenance should theoretically cover maintenance of trailheads in cases where parks also serve as trailheads.
Equipment Purchase/Maintenance (Annual Capital Outlay)									
	Summer and Winter Equipment Garage			TOML (Public Works)	Y		Gas Tax Fund (210)		To what extent can the requested \$1.6M for summer and winter garage be used to provide/maintain equipment to be employed in MLTS maint.?
Staff Training									
					N				Specific MLTS maintenance training for staff?

MLTS Budget Framework (DRAFT)

Protected Funds		TOML General Fund							Unfunded/ Unknown
Measure R (016)	Measure U	PW Admin/Maint (200-205)	Comm Dev (019)	Parks & Rec (015)	Park Maint (020)	Tourism Dev (14)	Gas Tax Fund (210)	Public Safety (008)	GAP

STEWARDSHIP	Advocacy								
						N			
	Mammoth Trails								
		014_MT	MLTPA			Y	Measure R (016)		
	Volunteer Program								
		057_MLTS_GRANTS	MLTPA			Y	Measure R (016)		
	Education Programs								
		Recreation Programs	TOML			Y	Parks & Rec (015)		Programs: What will the \$546,222 for programs actually cover? Are all of the program recommendations from the TSMP being evaluated and prioritized by RecStrats?
	Trail Protection Policy								
						N			
MARKETING/PROMOTION	Marketing Strategy								
		067_MLTS_MKT	MLTPA			Y	Measure R (016)		
		Destination Marketing Organization	TOML (Tourism & Marketing)			Y	Tourism Dev (14)		\$2.3M requested for FY 2011/2012
	Trail Maps/Guides								
		Recreation Guide (R-4) /Summer Recreation Map (R-5)	TOML (Rec Dept)			Y	Parks & Rec (015)		These items are identified in Rec Dept Work Plan. Will these document identify the full range of MLTS opportunities?
	Trail Promotion/Events								
		Event Production (R-6) & Facilitation (R-7)	TOML (Rec Dept)			Y	Parks & Rec (015)		These items are identified in Rec Dept Work Plan. To what extent will produced/facilitated events be trails-related?
	Awards/Recognition								
		042_01_BFC	MLTPA			Y	Measure R (016)		



Operations and Maintenance Track #4

Document Date: October 12, 2011

Document Contents:

1. "Proposal to the Inyo National Forest: Inaugural Documents of Authority – Operations and Maintenance Opportunities"

Document Summary:

1. Key agreements for operations and maintenance opportunities
 - a. Question and answer document for key operations and maintenance opportunities covering the following topics:
 - i. Planning
 - ii. Design
 - iii. Implementation
 - iv. Operations
 - v. Maintenance
 - vi. Stewardship
 - vii. Marketing/Promotion

Document Contributors:

1. MLTPA/Recreation Comm. Trails Committee – September 27, 2011 @ 3:00 p.m.

In attendance: John Wentworth, Jay Deinken, Bill Taylor, Kim Stravers (MLTPA); Danna Stroud (SMG); Tony Colasardo (TOML Recreation Commission/Trails Committee)

2. Review with Inyo National Forest – October 6, 2011 @ 3:00 p.m.

In attendance: John Wentworth, Jill Morrison, Drew Blankenbaker, Jay Deinken, Bill Taylor (MLTPA); Danna Stroud (SMG); Sean Turner (TOML Recreation Commission/Trails Committee); Mike Schlafmann (INF)

Next Steps:



“Proposal to the Inyo National Forest: Inaugural Documents of Authority” Operations and Maintenance Opportunities

MLTPA/Rec Comm “Trails Committee” – Sept 27 @ 3:00

MLTPA Annex #6

Review with Inyo National Forest – Oct 6 @ 3:00

USFS Conference Room

In attendance: John Wentworth, Jay Deinken, Bill Taylor, Kim Stravers (MLTPA); Danna Stroud (SMG); Tony Colasardo (TOML Recreation Commission/Trails Committee)

In attendance on Oct 6: John Wentworth, Jill Morrison, Drew Blankenbaker, Jay Deinken, Bill Taylor (MLTPA); Danna Stroud (SMG); Sean Turner (TOML Recreation Commission/Trails Committee); Mike Schlafmann (INF)

1) Planning

a) Master Planning/Programmatic Environmental Analysis

i) Can the partners commit to joint master-planning processes?

(1) If yes, how: **Technically, this is possible; however, planning cycles must be in sync. The TOML would need to be the driving force. This would need to serve specific needs of both agencies. Agencies may, however, provide input into master-planning processes.**

Yes. However, it depends on the joint master-planning process. It has been done before. The INF recently did Chair 15 base planning with Mammoth Mountain Ski Area.

ii) Can the partners conduct joint CEQA/NEPA environmental analysis?

(1) If yes, how: **Yes. Both sets of regulations encourage joint documents. The lead agency must be decided and is normally the initiating agency. This may be programmatic as well as project specific. If it's not truly a joint document, coordination between the agencies should occur so that the separate documents are complementary. Joint processes are time and funding efficient. Identifying staff leads/liaisons for each project is critical so that there is one point of contact for each agency.**

Yes. The INF currently conducts two to three per year, so long as the project is defined and the partners then coordinate the process.

b) Strategic Planning

- i) Can the partners participate in long-range strategic planning for the MLTS?
(1) If yes, how: **Yes. Policy adoption by the Inyo National Forest (INF) can be complicated and problematic, so it's preferable to have the Town of Mammoth Lakes (TOML) initiate and facilitate such planning.**

Yes. Based on the above comment, policy is actually easy to set at the local level, but the decisions and plan adoption may be more complicated.

- ii) Can the partners participate in the establishment of long-term goals and priorities for the MLTS?
(1) If yes, how: **Yes. See 1(b)i, above (TOML as proponent).**

Yes. The INF agrees with the previous consensus.

c) Collaborative Processes

- i) Can the partners effectively participate and manage public collaborative-planning efforts?
(1) If yes, how: **Yes. See 1(b)i, above (TOML as proponent). LABSS, SWG, and other projects are examples of successful collaborations.**

Yes. The INF agrees with the previous consensus.

- ii) Does FACA have implications for the participation of the USFS in collaborative planning efforts for the MLTS?
(1) If yes, what are they: **No, so long as the project is initiated and facilitated/convened by an agency other than the INF.**

Yes, FACA has implications, but more importantly it is not a barrier.

d) Focused Planning Efforts

- i) Can the partners participate in focused planning efforts for specific MLTS projects?
(1) If yes, how: **Yes. See 1(b)i, above (TOML as proponent). If the INF has a specific project that they initiate, the TOML may provide the same level of service back to the INF.**

Yes. Partners are currently participating in focused planning efforts. INF agrees with the previous consensus.

2) Design

a) Guidelines and Standards

- i) Can the partners agree to abide by and maintain a joint “Standards Manual”?

(1) If yes, how: **No.**

Yes, contrary to the above statement, the INF can agree to joint standards, such as, design guidelines for trails. The INF frequently adopts local standards. For example, recent coordination on signage and wayfinding guidelines. There is no national trail standard for each forest; these are simply recommendations. Descriptive not prescriptive.

- ii) Can the partners have a “Standards Manual” for the MLTS incorporated into their codes and regulations?

(1) If yes, how: **The TOML can do this, but the INF cannot modify national standards. Incorporation of national standards into the Standards Manual, however, is advisable. Also, if the Standards Manual is part of the annual operations plan for something under special-use permit, then those standards must be met under that permit so long as they do not conflict with the national standards. INF staff may agree, but this cannot be codified. A handover agreement is useful in bridging the information gap between outgoing and incoming staff at the INF.**

Probably not because codes and regulations happen at a national level. The USFS Code of Regulations is intentionally created so that local regulations can be included. This provides for maximum flexibility at forest level. INF could reference the Standards Manual in a site specific decision or in a forest plan on a case-by-case basis.

b) Project Design

- i) Can standards be developed for a coordinated design process for new facilities?

(1) If yes, how: **The INF would not be able to build a TOML-designed facility, but they could agree to such a facility if the TOML initiated, constructed, and maintained it.**

Yes, INF agrees with the previous consensus. INF currently coordinates design processes for new facilities, i.e., Eagle Base. Another example is bathrooms. If the new facility is built by the TOML, the INF would coordinate the design process with the TOML, but the TOML would not have to construct a specific type of toilet.

c) Trail-Alignment Studies

- i) Can the partners participate in coordinated Trail-Alignment Studies?

(1) If yes, how: **Yes. See 1(b)i, above (TOML as proponent).**

Yes. INF agrees with the previous consensus.

3) Implementation

a) Project-Based Environmental Analysis

i) Can the partners agree to conduct joint CEQA/NEPA environmental processes for specific projects?

(1) If yes, how: **Yes. See 1(a)ii, above.**

Yes. The INF agrees with the previous consensus and conducts joint CEQA/NEPA environmental processes regularly.

b) Easements/Access Negotiations

i) Can the partners coordinate efforts to secure easements between various lands administered by the partners?

(1) If yes, how: **Each agency would negotiate a separate easement for their specific purposes, but may provide input to one another.**

Yes, the INF can coordinate efforts to secure easements. For example, the INF is currently trying to do this with Mammoth Meadows/Terry Plum.

c) Project Implementation/Construction

i) Can the partners agree to participate in the coordination of a “proponent”-based capital-projects implementation program?

(1) If yes, how: **Yes, with any agency as the proponent.**

Yes. The INF agrees with the previous consensus. For example, the OSV/OHV staging area projects at Shady Rest and along the Scenic Loop. In this example, the INF applied for the grant, conducted the public planning process, and then plans to pass the construction money to the TOML.

4) Operations

a) Management Plan

i) Can the partners generate and implement a coordinated annual operations and management plan?

(1) If yes, how: **Yes. Many agencies and partners may have a role to play as identified in the annual operating plan, as with the motocross track. A challenge cost-share agreement may be advisable.**

Yes. The INF agrees with the previous consensus.

b) Governance

- i) Can the partners agree to implement and convene a governance program for the MLTS?
(1) If yes, how: **Yes. The INF may inform it, but will not control it or manage it.**

Yes. The INF can participate in whatever form of governance is created for the MLTS, but its authorities may be somewhat restricted. The INF agrees with the proposed composition of such a governance program.

c) Interagency Coordination

- i) Can the partners effectively coordinate their activities for the efficient and responsive management of the MLTS?
(1) If yes, how: **Yes. Appropriate mechanisms must be in place at every level. This could also expand to include activities such as mining, geothermal, etc., that may impact the MLTS.**

Yes. The INF agrees with the previous consensus.

d) Fundraising

- i) Can the partners raise and acquire funds and resources for the benefit of MLTS infrastructure and programs outside of their agency budgets?
(1) If yes, how: **Yes, through grants for federal agencies. Considerations will include who is responsible for improvements once made.**

Yes, the INF agrees with the previous consensus and does this on a regular basis. For example, the INF can write a letter of support, do a match, or leverage joint capacity to apply and secure grant funding.

- ii) Can the partners effectively and efficiently task and deploy funds raised from non-agency resources to the benefit of MLTS infrastructure and programs?
(1) If yes, how: **Yes.**

Yes, the INF agrees with the previous consensus, but emphasizes the needs for an easy and efficient flow of money. For example, the disabled access boat dock at Convict made use of sponsored funds, as well as the Welcome Center plaza. Sponsorship is allowed so long as the sponsor's logo is subordinate to the primary permitted use. See the Forest Service directives regarding advertising policy.

e) Website

- i) Can the partners effectively maintain 21st century technology and information systems to enhance recreation experiences on the MLTS, such as a website?

(1) If yes, how: **Yes. A lead agency is needed. Projects will need to be vetted against changing national standards. The Sawtooth Recreation Area in Idaho may be a resource for this.**

Yes. The INF agrees with the previous consensus.

- ii) Can the partners develop an efficient program for content approval and management consistent with their individual fiduciary responsibilities?

(1) If yes, how: **Yes.**

Yes, the INF would need to and like to review the content, specifically, components relevant to the National Forest.

f) Information Systems

- i) Can the partners effectively manage databases and information systems, such as GIS data, for the benefit of the MLTS?

(1) If yes, how: **Yes. There must be a lead agency and system. Core agreements on standards, protocols, etc., should be in place.**

Yes, the INF agrees with the previous consensus. The INF also noted that all of their GIS data is public data.

g) Interpretive

- i) Can the partners effectively develop, deliver, and maintain an interpretive program as part of the MLTS?

(1) If yes, how: **Yes. There must be a lead agency and system. Core agreements on standards, protocols, etc., should be in place.**

Yes, the INF agrees with the previous consensus.

h) Programs

i) Budgeting

- i) Can the partners effectively coordinate their respective agency resources along with funds raised from outside agency budgets into a reliable and efficient program for budgeting the MLTS, including the prioritization of projects and programs over the short, medium, and long term?

(1) If yes, how: **Yes. There must be a lead agency/coordinating and system. Core agreements on standards, protocols, fiscal years, etc., should be in place. The coordinating committee would not actually spend, but would coordinate the individual spending of each partner.**

Yes, the INF agrees with the previous consensus, so long as the MLTS budget is scalable and reasonable.

j) Regulations/Enforcement

- i) Can the partners effectively coordinate the enforcement of the laws and regulations that affect the MLTS and the experiences of those participating in its recreation opportunities?

(1) If yes, how: **Yes. Laws and regulations fall outside the scope of this potential partnership.**

Yes, but laws and regulations currently fall outside of the scope of this proposed partnership. The INF desires more coordination and better synthesis of the TOML's ordinances and the INF's regulations. This would allow for more enforceable regulations. Leash regulations is a good example.

k) Risk Management (insurance)

- i) Can the partners effectively coordinate the allocation of liability and insurance needs for the MLTS?

(1) If yes, how: **Yes. More research is needed.**

Yes, but the INF made it clear that the federal government is protected and emphasized the need to explore the difference between management and maintenance in the context of insurance needs. If the INF owns a particular facility, they would retain the liability. An example of this is the bathrooms at Horseshoe Lake. Under this scenario, the MLTS could find a sponsor to clean the bathrooms (maintenance). The Forest Service would continue to manage the facility and retain the liability, but the INF would not want the liability of the person cleaning the bathroom. If the TOML takes over the management of the facility, the liability would pass from the INF to the TOML.

l) Benchmarking and Evaluation

5) Maintenance

a) Maintenance Management

- i) Can the partners effectively coordinate resources and opportunities—whether the resources and opportunities are agency based or come from outside the agencies—for the short-, medium-, and long-term maintenance needs of the MLTS facilities and program such as soft-surface trails, MUPs, equestrian-specific trails, Nordic-specific trails, on-street bikeways, etc.

(1) If yes, how: **Yes. The “how” will come from the annual operations plan. Explore other agreements as models.**

Yes. See INF response to Risk Management.

- ii) Can the partners effectively coordinate resources and opportunities for the maintenance of specialized MLTS recreation needs such as equestrian- or Nordic-specific activities?

(1) If yes, how: **Yes. The “how” will come from the annual operations plan. Explore other agreements as models.**

Yes. The INF agrees with the previous consensus.

b) Trailhead Maintenance

- i) Can partners identify specific MLTS facilities from the MLTS inventory (restrooms, soft-surface trails, MUPs, parking areas, trash removal, landscaping, etc.) to which they can commit short-, medium-, and long-term maintenance resources?

(1) If yes, how: **Yes. The “how” will come from the annual operations plan. Explore other agreements as models.**

Yes. The INF agrees with the previous consensus.

c) Equipment Purchase/Maintenance (Annual Capital Outlay)

- i) Can the partners effectively manage the purchase, maintenance, and use of capital assets, such as trail-building or winter-maintenance equipment, for the benefit of the MLTS?

(1) If yes, how: **Yes. The “how” will come from the annual operations plan. Explore other agreements as models.**

Yes, so long as the capital assets are not owned jointly.

d) Staff Training

- i) Can the partners coordinate the training of staff and volunteer resources for consistency and efficiency and for the larger benefit of the MLTS?

(1) If yes, how: **Yes. Agencies regularly hold training sessions to which they invite other partner agencies.**

Yes. The INF agrees with the previous consensus.

6) Stewardship

a) Advocacy

b) Mammoth Trails

c) Trail Protection Policy

- i) Can the partners make short-, medium-, and/or long-term commitments on behalf of facilities they manage with regard to their representation and continued existence as MLTS facilities?

(1) If yes, how: **Yes, if there is a high-level agreement to define it.**

Yes. The INF has the discretion to make commitments on behalf of facilities they manage, but the decisions would be made on a case-by-case basis.

7) Marketing/Promotion

a) Marketing Strategy

- i) Can the partners develop, deploy, and maintain an effective marketing strategy on behalf of the MLTS?

(1) If yes, how: Yes, but more research is needed, as well as a solid definition of “marketing.” The federal agencies tend to provide information rather than promotional materials, but those campaigns might also apply here. Explore how “marketing” applies to wilderness areas.

Yes. Marketing is allowed, so long as the MLTS does not aim to commercialize the National Forest. For example, the INF currently markets the wilderness to promote visitation, but the INF has quotas in place to protect the resource.

b) Trail Maps/Guides

- i) Can the partners develop, maintain, and offer for sale items that include intellectual property such as maps, trail guides, routing information, photographs, and/or collateral soft goods and MLTS-branded items for the benefit of the MLTS?

(1) If yes, how: The TOML can set up licensing agreements, but it is not known how this works with the federal agencies. The intellectual property track will flush this out, as well as intellectual property issues related to items handed out for free and to federal coordination/public domain/use of public funds.

Yes, the INF agrees with previous consensus. An existing scenario is the relationship between ESIA and the INF at the Welcome Center. The INF is interested in less involvement in content approval, but would still like to have a seat at the table to ensure that fiduciary responsibilities are met, i.e., monitoring for illegal content.

c) Trail Events

- i) Can the partners permit/authorize recreation events to take place on MLTS facilities?

(1) If yes, how: Yes. Explore how permit fees may be reinvested back into the MLTS rather than going straight back into the agency or partner’s coffers (fee retention).

Yes. The INF currently permits/authorizes recreation events.



Capacity and Resources Track #5

Document Date: October 12, 2011

Document Contents:

1. "MLTS Measure R Meeting – 10/11/11"
2. "Mammoth Lakes Trail System – Budget Framework"

Document Summary:

1. Key agreements for how to proceed with MR application on behalf of the MLTS
 - a. Fall 2011 Measure R application
 - b. Elements of MLTS Fall 2011 Measure R application
 - c. Future oversight of MLTS
2. MLTS Budget Framework
 - a. High-level budget categories for the annual operation of the MLTS

Document Contributors:

1. MLTS – Measure R Meeting – October 12, 2011 @ 4:00 p.m.
In attendance: Jay Deinken, John Wentworth, Drew Blankenbaker (MLTPA); Bill Sauser, Tony Colasardo (Recreation Commission); Danna Stroud (SMG)

Next Steps:



MLTS – Measure R Meeting
10/11/11

Attendance: Jay Deinken, Bill Sauser, Tony Colasardo, John Wentworth, Drew Blankenbaker, Danna Stroud (SMG)

Key Agreements:

1. Yes, MLTS should submit Fall 2011 Measure R application for following reasons:
 - Serves as TOML commitment to engage in a partnership with INF and satisfies INF desire to see commitment of capacity from TOML
 - Generate public awareness of partnership development between TOML and INF
 - Window of opportunity to secure support with current political climate
 - Meets desire for pursuing economic growth opportunities through development of MLTS
 - Secures support to maintain continuity of current MLTS efforts and long-term funding
2. Elements of MLTS Fall 2011 Measure R application
 - Framed as Amendment #3 (extension) to the existing TOML/MLTPA agreement
 - Contains specific deliverables and timelines based on MLTS “Budget Framework” document
 - Amendment #3 executed upon successful negotiation between TOML and INF for management of MLTS through contracting program
 - Amendment #3 will go into effect with successful completion and delivery of Amendment #2 (Note: this is not a double-dip of Fall 2011 Measure R cycle, which has funding already allocated for MLTS. The deliverables of Amendment #2 are on track for delivery ahead of schedule and there is a desire to keep moving forward with identified projects. Funds for Amendment #3 will be allocated in Fall 2011, and will be accessed when Amendment #2 is officially closed out.)
 - Submitted by the TOML with input from MLTPA
3. Future oversight of MLTS
 - MLTS Coordinating Committee (2 Rec Commissioners, Public Works Director, MLTPA Trails Coordinator, INF) will develop annual operations budget and specific projects/deliverables for MLTS and will deliver and report to Recreation Commission for integration into annual funding cycle



- New amendments will serve as trigger for funding mechanism on annual basis
- Creates environment of partnership, accountability and transparency



Mammoth Lakes Trail System – Budget Framework

Planning

- Strategic Planning
- Collaborative Processes
- Focused Planning Efforts

Design

- Guidelines and Standards
- Project Design
- Trail Alignment Studies

Implementation and Construction

- Project-Based Environmental Analysis
- Easements/Access Negotiations
- Project Implementation/Construction

Operations

- Management Plan
- Governance
- Interagency Coordination
- Fundraising
- Website
- Information Systems
- Programs
- Budgeting
- Regulations/Enforcement
- Risk Management (insurance)
- Benchmarking and Evaluation

Maintenance

- Maintenance Management
- Trailhead Maintenance
- Equipment Purchase/Maintenance (Annual Capital Outlay)
- Staff Training

Stewardship

- Advocacy
- Mammoth Trails
- Trail Protection Policy

Marketing/Promotion

- Marketing Strategy
- Trail Maps/Guides
- Trail Events