

## 2010 Measure R Fall Application

### APPLICANT INFORMATION

#### ORGANIZATION

**Name of Organization:** Town of Mammoth Lakes  
**Type of Organization (non-profit, HOA, Govt.):** Government  
**Contact Person:** Peter Bernasconi  
**Organization's Address:** PO Box 1609  
**State / Zip:** Mammoth Lakes, CA 93546  
**Office Phone Number:** (760) 934.8989 x232  
**Email Address:** pbernasconi@ci.mammoth-lakes.ca.us  
**Internet Address:** N/A

#### PROJECT CONTACT PERSON

**Name:** Peter Bernasconi, Senior Associate Engineer  
**Mailing Address:** PO Box 1609  
**State/Zip:** Mammoth Lakes, CA 93546  
**Home / Business Phone Number:** (760) 934.8989 x232  
**Cell Phone Number:** (760) 914.0285  
**Email Address:** pbernasconi@ci.mammoth-lakes.ca.us

### PROJECT SUMMARY

- 1. Name of Project:** Matching Funds to Mammoth Lakes Trail System: Enhanced Signage and Wayfinding
- 2. Project Category:** Trails
- 3. Project Type** Implementation/Construction If **Other** please describe:
- 4. Measure R Funds Requested:** \$ 20,000\*  
\*This amount should be the same as requested in the application.

# PROJECT APPLICATION

## SECTION 1 - PRELIMINARY QUALIFICATIONS:

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1. Does the project live within the DRAFT Parks and Recreation Master Plan and/or the DRAFT Trail System Master Plan?

YES

If YES, please cite (page # & Section #): This proposal is part of the Draft Trail System Master Plan (DTSMP). Chapter 5 in the DTSMP is dedicated to signage and wayfinding.

2. Does the project/service meet the "Principles" established by the Recreation Commission for the Fall 2010 Measure R Fall Funding cycle?

YES

If YES, please cite: This project would work to accomplish the Tourism and Recreation Commission's priority to "finish parks, trails, and recreation projects that remain incomplete." Wayfinding signage is a critical component of a successful trail system. Since this project has already been implemented, Measure R funds would help to work toward installation of additional wayfinding signage.

3. Describe your project's service conceptual plan including the size, scope, type, design specifications, use, and budget, or budget document. (This should be an attachment to the application titled: "Project Concept Plan.")

Through a primary partnership between the Town of Mammoth Lakes (TOML), Inyo National Forest (INF) and MLTPA, and a broader supporting partnership defined by a common memorandum of understanding, this project will improve 19.6 miles of multi-use path that is part of the larger Mammoth Lakes Trails System (MLTS) network. The signage described in this application has already been designed, messaged and site-located through a six-month consensus effort undertaken by the primary partners; it requires funding only for fabrication and installation. Data will be researched and developed to support a robust Web-based articulation of the MLTS that includes recreational, interpretive and other information. This project is founded upon and improves multi-partnered collaborative efforts in Mammoth Lakes funded by the SNC, including MLTPA Concept and Master Planning, Mammoth Lakes Basin Interagency Collaborative Planning, and Mammoth Lakes Trail System Master Plan CEQA. In the short term, it will implement the outstanding signage necessary to complete wayfinding on two of the area's main paths. In the long term, it is the next step toward the ultimate goal of creating and maintaining a cohesive and enjoyable trail system that is globally accessible. The results of this project will inform a comprehensive MLTS Wayfinding and Signage Standards Manual that incorporates requirements and best practices from partner jurisdictions.

A successful application will help to ensure that the momentum developed over the past few years results in a premier trail system that delivers exceptional recreational experiences to residents and visitors. This project will create jobs and engage the public while leveraging a valuable mix of funding in the amount of \$706,740.40, including a significant investment by the American Reinvestment and Recovery Act (ARRA). The final product will increase tourism-related revenues for the TOML and the Eastern Sierra region.

## SECTION 2 - PROJECT DESCRIPTION

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### 1. Project Location

- A. If your project is Development (Design), Implementation (Construction), or Maintenance (Operational), what is the location (fields, Town or private property, etc...) of your project?**

This project would be located within the Town of Mammoth Lakes municipal boundary adjacent to multi-use paths (MUPs) and trails within the MLTS. See attached map for specific sign locations.

- B. If your project is Contractual Services where will your services be provided?**

Construction of the signage will be performed by a Public Works contract.

### 2. Do you have approval to use the location (fields, Town or private property, etc...) identified in this application?

YES

If **YES**, Please provide documentation of approval. Please see attached 30-year special use permit from the United States Forest Service (USFS). Any property to be used for placement of any proposed MLTS signage that is not otherwise covered under the attached special use permit is either the property of or within a right of way controlled by the Town of Mammoth Lakes.

If **NO**, describe how and when you will secure this approval?

### 3. Provide the costs for each phase of your project or service. (Where applicable)

- |  |  |
|--|--|
| <b>A. Development (Design):</b>                                  | \$60,868   |
| <b>B. Implementation (Construction):</b>                         | \$327,845  |
| <b>C. Maintenance (Operation):</b><br>(anticipated annual costs) | Est. 100 hours for GIS map data/web tool update annually |
| <b>D. Contractual Services:</b><br>(define length of contract)   | \$360,000, 6 months                                      |

### 4. Provide the estimated timeline for each phase of your project or service. (Where applicable)

- |  |   |
|--|---|
| <b>A. Development (Design):</b>                                | Design complete.                            |
| <b>B. Implementation (Construction):</b>                       | 6 months.                                   |
| <b>C. Maintenance (Operation):</b>                             | Ongoing throughout the life of the project. |
| <b>D. Contractual Services:</b><br>(define length of contract) | Public Works contract, summer 2011.         |

5. **Based upon your project type ("Project Summary" Question 3) who is / will be (organization & person) responsible for maintenance and operation upon completion of the project/service?**

The Town of Mammoth Lakes has committed to maintenance of the signage associated with the MLTS, once installed. Please see response to question #10 below for details of maintenance plan.

6. **Will there be volunteer hours used for any phase of your project?**

NO

If YES, please identify which phase, how many hours and the value of those hours:

7. **Have any public funds (Town Funds – includes Measure R) been previously committed to this project/service or project site?**

YES

If YES, please list:

\$80,000 - MLTS Wayfinding funds, 2009 cycle

\$17,500 - Sign Standard Manual, 2009 cycle

\$30,000 - MLTPA agreement, 2009 cycle

8. **Is Measure R your only funding source for this project/service?**

NO

If NO, provide amount and source of additional funds (You will be required to provide proof of this funding)

USFS ARRA - contract awarded for \$408,000

TOML TIP/TE - Spiess Construction \$50,000

USFS inkind, staff time \$20,000

SNC grant application (pending) - \$388,715

9. **Is your project/service going to have an impact (positive or negative) on existing use in the location you have identified?**

(Please Describe) Yes. Implementation of this project will have a significant impact for all users of the trails system. Providing wayfinding signage helps to provide a positive user experience for both residents and visitors utilizing the trails system. The signage will provide useful information to trail users, including directions, distances to destinations, and maps.

**10. Describe your plan for how the Town of Mammoth Lakes will manage/maintain oversight of this project/service?**

The Town of Mammoth Lakes has committed to the following maintenance plan:

1. Any signage financed by this grant will be incorporated into the regular annual maintenance program of the Town of Mammoth Lakes Parks Department. This will include regular inspections of facilities and structures, annual maintenance consistent with the needs of the facilities and structures, and the replacement of signage or structures due to damage, vandalism, or the need to update messaging.
2. All signage constructed as part of this grant will be included in the Town of Mammoth Lakes Capital Investment Program (CIP) so as to properly schedule and budget for anticipated replacement costs.
3. The Town is in the process of revisiting its budgetary commitments to maintenance for all parks and recreation facilities, with the anticipation that more resources will be allocated.
4. The useful life cycle of the proposed signage and structures are anticipated to well exceed 10 years, and the structures themselves are anticipated to exceed 50 years.

## SECTION 3 - PROJECT BENEFITS

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**1. Describe how your project/service provides a measurable community benefit (incremental visits, revenue, etc..) to the residents and visitors of Mammoth Lakes?**

The Town's General Plan includes a Community Vision that identifies the following as being of high value to our community:

- Being a great place to live and work.
- Being a premier, year-round resort community based on diverse outdoor recreation, multi-day events, and an ambiance that attracts visitors.
- Protecting the surrounding natural environment.
- Offering a variety of transportation options that emphasize connectivity, convenience, and alternatives to use of personal vehicles with a strong pedestrian emphasis.

This project would help to accomplish all of these goals by improving the user experience on the MLTS and encouraging both residents and visitors to utilize the MLTS, which will help people to enjoy our natural surroundings in a positive way without having an adverse impact on the environment.

**2. Describe the targeted users of your project/service? (Include numbers of participants)**

The targeting users include all users of the Mammoth Lakes Trails System, both residents and visitors. In 2009, the Town estimates over 10,000 users of the trail. Upon completion of the Lake Mary bike trail, the Town anticipates increased use of the trails system.

**3. Is your project/service available for limited or year-round use? (Please describe the use.)**

The project is available seasonally consistent with use of the MLTS, as weather permits, typically from approximately May 1 through December 1.

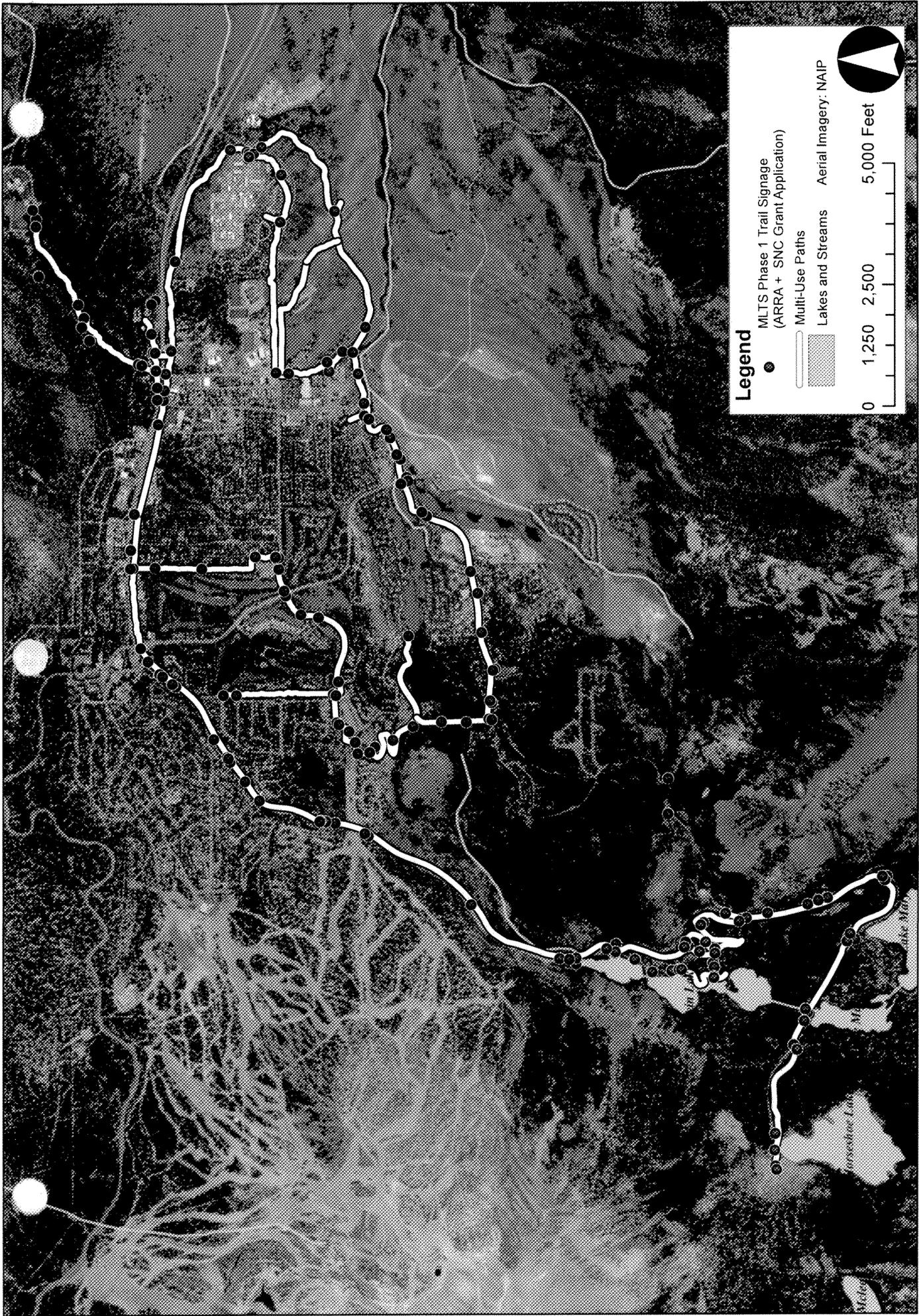
**4. Describe the economic benefits of your project/service.**

Increased visitation related to new recreation infrastructure and digital resources means increased shopping, dining and lodging activity in Mammoth Lakes, as well as more business for specialty operators such as fishing guides and rental-car businesses. Revenue from Measure R, a Mammoth Lakes sales-tax increase passed in 2008, can speak to an increase in economic activity, as can TOT data, while TOML records of applications received for housing and retail development and business licenses can show the relationship between improved recreation amenities and the community's financial health. Additionally, data from Horizon Air and United Airlines regarding seat sales on flights to the Mammoth-Yosemite Airport can show an uptick in visitation from markets previously uninterested in visiting the area.

**5. Please provide any additional information you would like the Recreation Commission to consider when reviewing your application.**

The Town has been awarded a grant from the Sierra Nevada Conservancy (SNC) that requires some matching funds to be provided. In addition to the \$20,000 requested today, the Town will also be utilizing \$20,000 from the 2009 allocation of \$80,000 to go toward the matching fund requirement. If awarded the \$20,000 in Measure R funds, the Town would then be able to utilize \$388,715 in additional funding from SNC to work toward completion of the Town's signage wayfinding plan.

Submittal Deadline: Friday, October 8, 2010 – 5:00 p.m.



**Legend**

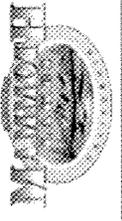
- MLTS Phase 1 Trail Signage (ARRA + SNC Grant Application)
- ▬ Multi-Use Paths
- ▨ Lakes and Streams

Aerial Imagery: NAIP

0 1,250 2,500 5,000 Feet

**Mammoth Lakes Trail System - Signage and Wayfinding Project**

SNC Grant Application - Project Location Map  
 Map Prepared 09/10/10



Authorization ID: MLD070003R  
Contact ID: TOWN OF ML, MGR  
Expiration Date: 12/31/2036  
Use Code: 753

Refer  
Copy for your file  
ET  
FS-2700-4 (03/06)  
OMB 0596-0082

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service  
SPECIAL USE PERMIT  
AUTHORITY:

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

**TOWN OF MAMMOTH LAKES, INC., ATTN: TOWN MANAGER, P.O. BOX 1609, MAMMOTH LAKES, CA 93546**  
(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the Inyo National Forest or Mammoth Lakes Ranger District unit of the National Forest System.

This permit covers .89 acres, and/or 9.5 miles and is described as: T.3S., R.27E., a portion of Sections 26, 35 & 36 and T.4S., R.27E., a portion of Sections 2, 4, 8, 9, 16 and 33 as shown on the location maps attached to and made a part of this permit, and is issued for the purpose of:

**Operating and maintaining an approximately 9.5 mile, 12 foot wide public bike trail described as (1) Segments 1, 2 and 3 of the Mammoth Lakes Bike Trail System (~14,900') (2) The Meridian Trail Segment (~900') (3) The Mammoth Creek Park Segment II (~950') (4) The Shady Rest Trail Segment (~3,900') (5) The Visitor Center Segment (~1,320') (6) The Mammoth Creek Park Trail Segment (~100') and (7) The Lake Mary Road Segment (~26,400') as shown on the location maps (Exhibits A - G) attached to and made a part of this permit.**

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. **AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. **Authority.** This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. **Authorized Officer.** The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. **License.** This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. **Amendment.** This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. **Existing Rights.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. **Nonexclusive Use and Public Access.** Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. **Forest Service Right of Entry and Inspection.** The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. **Assignability.** This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12/31/2036. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 120 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by July 1st, 2007 and shall be completed by December 31, 2009. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

## III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.*, and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

#### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

The holder shall maintain ~~\$1,000,000.00~~ worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

#### V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

C. Payment Due Date. The payment due date shall be the close of business on N/A of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

**VII. OTHER PROVISIONS**

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

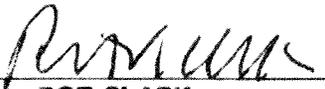
C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Superseded Authorization (X18). This authorization supersedes a special-use authorization designated: **MLD100217R, Town of Mammoth Lakes, issued 04/01/02.**

This permit is accepted subject to the conditions set out above.

**HOLDER NAME:**

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service**

By:   
**ROB CLARK  
Town Manager  
Town of Mammoth Lakes**

By:   
**JEFFREY E. BAILEY  
Forest Supervisor  
Inyo National Forest**

Date: 3/28/07

Date: 4/2/07

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer. The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

APPLICATION FOR TRANSPORTATION AND  
 UTILITY SYSTEMS AND FACILITIES  
 ON FEDERAL LANDS

FORM APPROVED  
 OMB NO. 0596-0082

FOR AGENCY USE ONLY

NOTE: Before completing and filing the application, the applicant should completely review this package and schedule a preapplication meeting with representatives of the agency responsible for processing the application. Each agency may have specific and unique requirements to be met in preparing and processing the application. Many times, with the help of the agency representative, the application can be completed at the preapplication meeting.

Application Number

Date Filed

1. Name and address of applicant (include zip code)  
 Town of Mammoth Lakes  
 PO Box 1609  
 Mammoth Lakes, CA 93546

2. Name, title, and address of authorized agent if different from item 1 (include zip code)  
 Raymond Jarvis, Director of Public Works—Town of Mammoth Lakes  
 PO Box 1609  
 Mammoth Lakes, CA 93546

3. Telephone (area code)  
 760-934-8989 ext. 257

Applicant  
 Town of Mammoth Lakes  
 Authorized Agent  
 Raymond Jarvis

4. As applicant are you? (check one)
- a.  Individual
  - b.  Corporation\*
  - c.  Partnership/Association\*
  - d.  State Government/State Agency
  - e.  Local Government
  - f.  Federal Agency

5. Specify what application is for: (check one)
- a.  New authorization
  - b.  Renewing existing authorization No.
  - c.  Amend existing authorization No.
  - d.  Assign existing authorization No.
  - e.  Existing use for which no authorization has been received \*
  - f.  Other\*

\* If checked, complete supplemental page

\* If checked, provide details under item 7

6. If an individual, or partnership are you a citizen(s) of the United States?  Yes  No

7. Project description (describe in detail): (a) Type of system or facility, (e.g., canal, pipeline, road); (b) related structures and facilities; (c) physical specifications (Length, width, grading, etc.); (d) term of years needed; (e) time of year of use or operation; (f) Volume or amount of product to be transported; (g) duration and timing of construction; and (h) temporary work areas needed for construction (Attach additional sheets, if additional space is needed.)

*This application is for converting an existing special use permit for public bike trails on portions of National Forest system lands to an easement for these trails. It is to include: approximately 8 1/2 miles of existing trails, and about 13 miles of planned new trails that are about 12 feet wide (8 foot wide asphalt paths with 2 foot shoulders on either side). See attached map for detailed trail locations. A perpetual easement is desired. The permit area is to be used for the purposes previously authorized on trails that already exist.*

8. Attach a map covering area and show location of project proposal

9. State or Local government approval:  Attached  Applied for  Not Required

10. Nonreturnable application fee:  Attached  Not required

11. Does project cross international boundary or affect international waterways?  Yes  No (if "yes," indicate on map)

12. Give statement of your technical and financial capability to construct, operate, maintain, and terminate system for which authorization is being requested.

*The Town of Mammoth Lakes is an incorporated city and has successfully managed and maintained the bike trails for the last 15 years. The permit area is to be used for the purposes previously authorized.*

13a. Describe other reasonable alternative routes and modes considered.

*This application is for an on-going use (for existing trails), and the permit area is to be used for the purposes previously authorized.*

b. Why were these alternatives not selected?

c. Give explanation as to why it is necessary to cross Federal Lands.

*The bicycle trails are designed to provide an alternative means of transportation around the Mammoth Lakes area, reducing the reliance upon the automobile. The trails that are currently in place, as well as those that are planned provide convenient and safe routes around town for cyclists and pedestrians.*

14. List authorizations and pending applications filed for similar projects which may provide information to the authorizing agency. (Specify number, date, code, or name)

15. Provide statement of need for project, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits.

*A combination of federal, state, and local monies will be allocated to the construction of the new trails throughout the town. As the funds become available, bids will be entertained, and new trails will be built. The Town of Mammoth Lakes is an incorporated city, and is financially capable of maintaining the trail system as needed. The trails will provide means of transportation as well as recreation for the citizens and visitors of Mammoth Lakes.*

16. Describe probable effects on the population in the area, including the social and economic aspects, and the rural lifestyles.

*The trail system is designed to provide an alternative means of transportation around the Mammoth Lakes area, reducing the reliance upon the automobile. The trails provide convenient and safe routes around town as well as a safe recreational experience for cyclists, cross country skiers, and pedestrians.*

17. Describe likely environmental effects that the proposed project will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) the control or structural change on any stream or other body of water; (e) existing noise levels; and (f) the surface of the land, including vegetation, permafrost, soil, and soil stability.

*During the construction of new trails, there may be a limited amount of dust generated. Ultimately, the effect upon air quality will be positive as people can become less reliant upon automobiles for local transportation. Visual aesthetics are of significant consideration in the design of the trails and associated signage. The low visibility of the bicycle paths and their relatively non-intrusive low profile should result in little change in the visual character of the area. During construction of new trails, erosion of exposed soils shall be kept to a minimum. After construction, there should be no impacts on water quality from erosion because the trails will be paved and disturbed areas will be revegetated. There will be minor construction noise during the building of new trails. Otherwise, there will be limited noise effects. During construction of the project, soil will be disturbed by grading, hauling and paving activities. Depending on the depth needed to create a firm subgrade, soil within the 8' wide path will be disturbed to as much as 12' ±. Any soil removed would be replaced by roadbase aggregates acquired from off site sources. There would be no perceptible changes in topographic conditions since the area is flat.*

18. Describe the probable effects that the proposed project will have on (a) populations of fish, plantlife, wildlife, and marine life, including threatened and endangered species; and (b) marine mammals, including hunting, capturing, collecting, or killing these animals.

*There have been no effects on the local fish, plantlife, wildlife, or marine life in years past, and there are no foreseeable future effects thereon.*

19. State whether any hazardous material, as defined in this paragraph, will be used, produced, transported or stored on or within the right-of-way or any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities.

*"Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C. 6901 et seq., and its regulations. The term hazardous materials also includes any nuclear or byproduct material as defined by the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA Section 101(14), 42 U.S.C. 9601(14), nor does the term include natural gas.*

*There will be no hazardous material used, produced, transported, or stored within the right-of-way of the permit area or within any of the right-of-way facilities, or used in the construction, operation, maintenance or termination of the right-of-way or any of its facilities.*

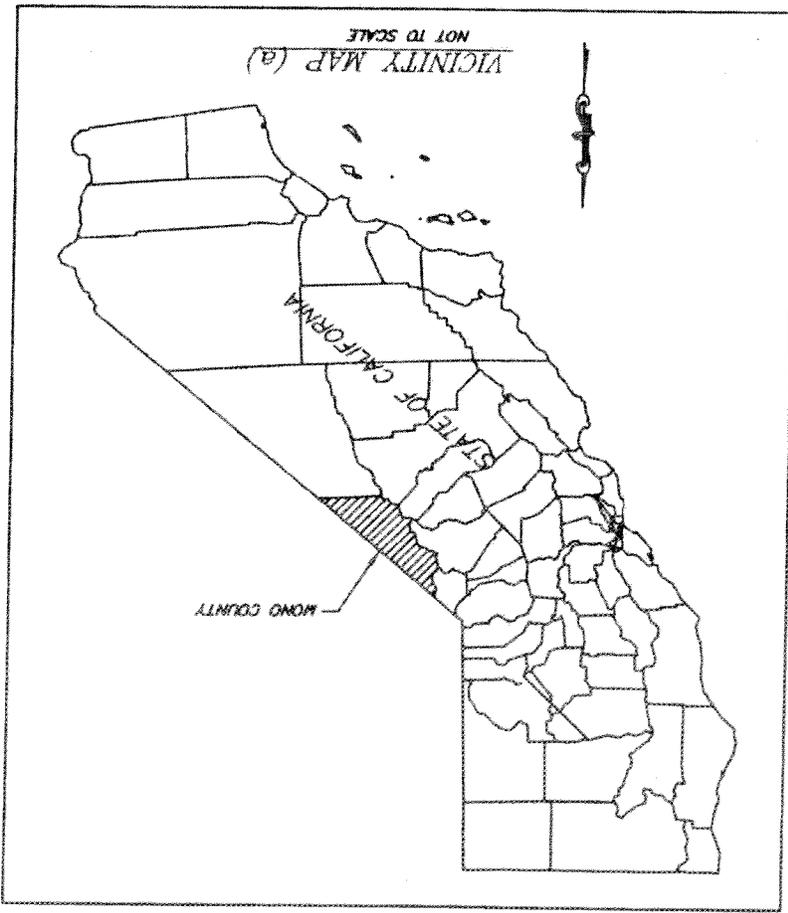
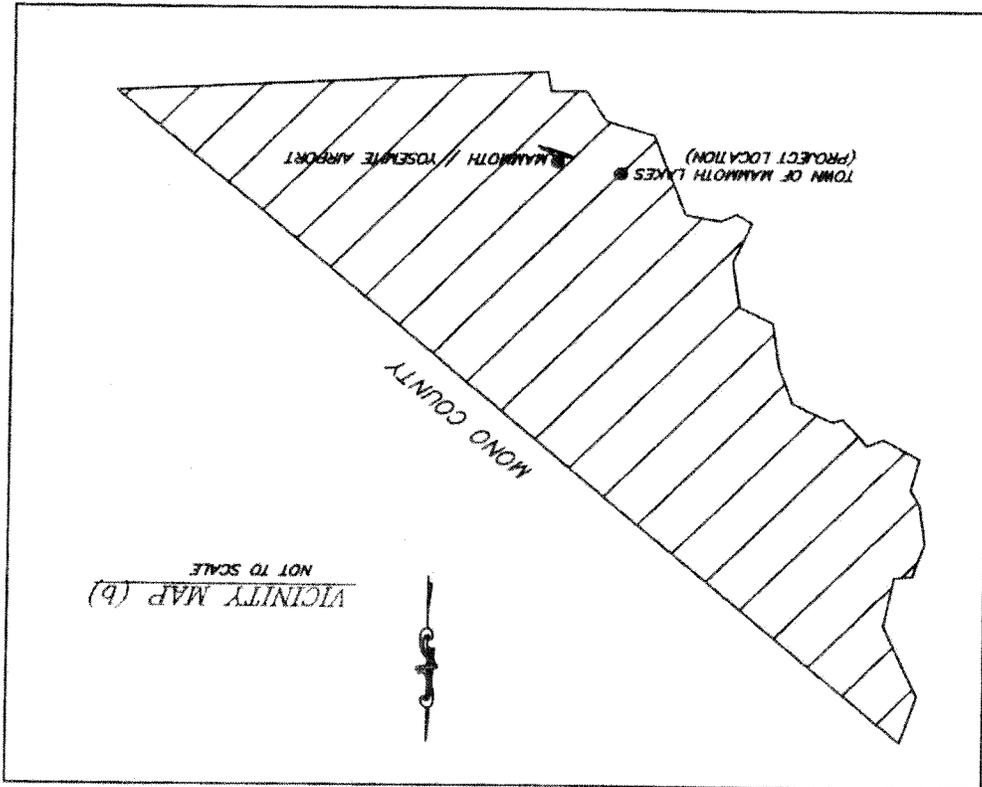
20. Name all the Department(s)/Agency(ies) where this application is being filed.

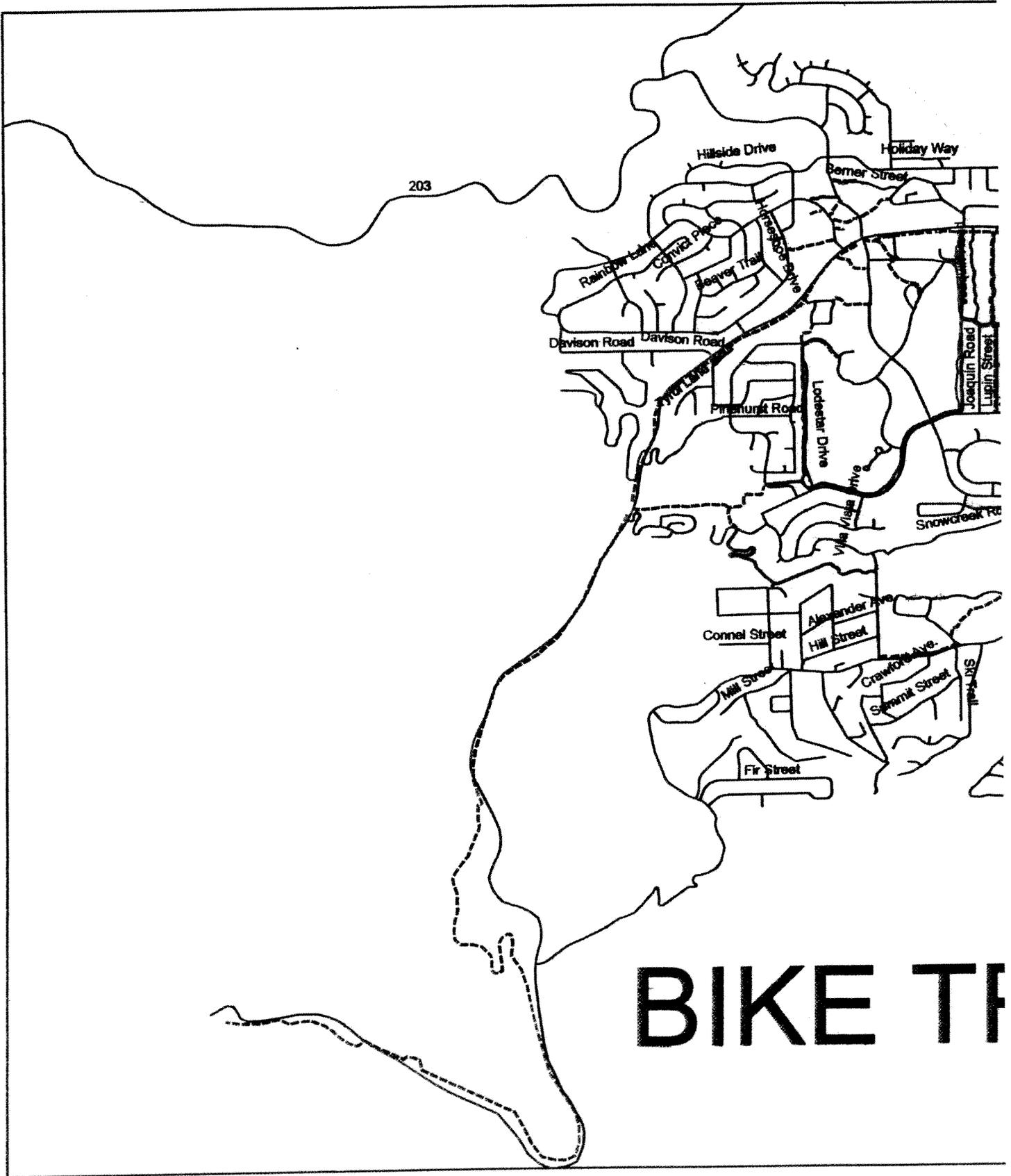
*The USDA Forest Service*

I HEREBY CERTIFY, That I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and believe that the information submitted is correct to the best of my knowledge.

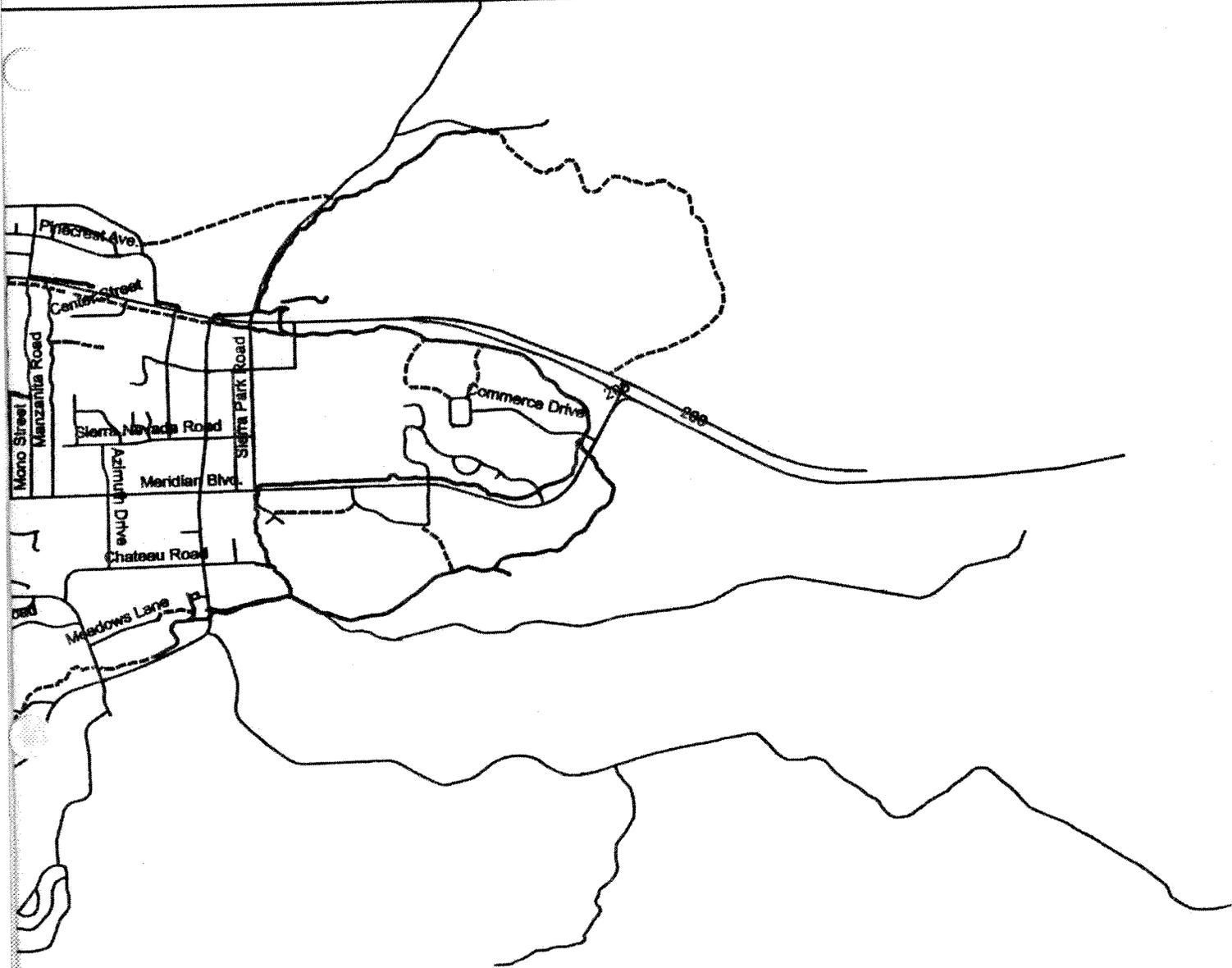
Signatures of Applicant:  Date: *1/6/06*

Title 18, U.S.C. Section 1001 makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.





**BIKE TR**



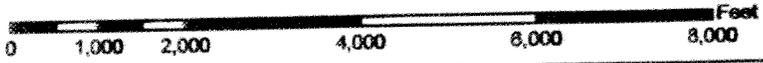
# RAILS

**Town of Mammoth Lakes**  
 December, 2005  
**Bike Trails**

----- Planned  
 \_\_\_\_\_ Existing

This map is for reference purposes only and is not intended to provide legal descriptions of lots or other physical features. Any information on this map is subject to change without notice at any time.

Town of Mammoth Lakes, Ca  
 407 Old Mammoth Road, Suite 100  
 Mammoth Lakes, Ca 92674  
 (760) 934-9999 x227

Detailed Budget Form					
State of California - Sierra Nevada Conservancy					
<b>APPLICANT NAME:</b>		Town of Mammoth Lakes, California			
<b>SNC REF #:</b>		-			
<b>PROJECT TITLE:</b>		Mammoth Lakes Trail System: Enhanced Signage and Wayfinding Systems			
<b>PROJECT TYPE (choose one):</b>					
<input type="checkbox"/> ACQUISITION <input checked="" type="checkbox"/> SITE IMPROVEMENT <input type="checkbox"/> RESTORATION <input type="checkbox"/> PROJECT PLANNING					
SECTION ONE DIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
<b>Contracts/Consultants - Project Related</b>					
Trail Information Kiosk Sign (Type 2)*	8		12,656.00	\$101,248.00	\$101,248.00
Access/Egress Information Sign (Type 4)*	1		2,462.00	\$2,462.00	\$2,462.00
Information/Guide Combo Sign (Type 4/6)*	12		2,462.00	\$29,544.00	\$29,544.00
Trail Guide Sign - Primary (Type 6)*	2		1,320.00	\$2,640.00	\$2,640.00
Trail Guide Sign - Secondary (Type 6a)*	26		1,320.00	\$34,320.00	\$34,320.00
Interpretive Kiosk (Type 7)*	10		7,963.00	\$79,630.00	\$79,630.00
Assurance Markers	35		1,723.80	\$60,333.00	\$60,333.00
<b>*Costs are "all-in" and include manufacture and installation</b>				<b>TOTAL:</b>	<b>\$310,177.00</b>
				<b>DIRECT COSTS SUBTOTAL:</b>	<b>\$310,177.00</b>
SECTION TWO INDIRECT COSTS	QTY	UNIT*	UNIT COST	SUBTOTAL	SNC Grant Request
<b>Staff/Personnel Expense - Wages/Benefits/Consultants/Contract Labor</b>					
<b>Mammoth Trails Web Site:</b>					
Research and Narrative(s) Development	120	hrs	65	\$7,800.00	\$7,800.00
QR Code System Development	160	hrs	65	\$10,400.00	\$10,400.00
Information Architecture and Site/Service	1	pkg	3500	\$3,500.00	\$3,500.00
High-Fidelity HTML/CSS Prototypes of the Service's Key Screens	1	pkg	2500	\$2,500.00	\$2,500.00
Product-Specification Document for MammothTrails.org's First Version	1	pkg	2750	\$2,750.00	\$2,750.00
Consultation on the Development of Supporting Data Resources (e.g., ArcGIS)	1	pkg	5000	\$4,500.00	\$4,500.00
Identity/Brand Development	1	pkg	3750	\$3,250.00	\$3,250.00
				<b>TOTAL:</b>	<b>\$34,700.00</b>
<b>Printed Materials - Project related Publications/Communications/Public Outreach</b>					
MLTS: Printed Maps Retailer/Partner Program - Prototype Development	1	pkg	\$1,250.00	\$1,250.00	\$1,250.00
MLTS: Printed Maps Retailer/Partner Program - Production	1	pkg	\$2,500.00	\$1,750.00	\$1,750.00
				<b>TOTAL:</b>	<b>\$3,000.00</b>
<b>Outreach/Education - Trainers fees/ facilitators/Facility Expense</b>					
MLTS: Printed Maps Retailer/Partner Program - Facilitated Program Development with Retail/MLTS Partners	16	hrs	\$100.00	\$1,600.00	\$1,600.00
MLTS: Printed Maps Retailer/Partner Program - Retailer/Partner Training	20	hrs	65	\$1,300.00	\$1,300.00
				<b>TOTAL:</b>	<b>\$2,900.00</b>

Performance Measure reporting					
	40	hrs	\$65.00	\$2,600.00	\$2,600.00
<b>OTHER TOTAL:</b>				<b>\$2,600.00</b>	<b>\$2,600.00</b>
<b>MAINTENANCE SUBTOTAL:</b>				<b>\$43,200.00</b>	<b>\$43,200.00</b>
<b>PROJECT TOTAL:</b>				<b>\$353,377.00</b>	<b>\$353,377.00</b>
<b>SECTION THREE</b>					
<b>Administrative Costs (Description - Not to exceed 15% of Project Total):</b>					
Grant Administration @ 10% (Town Staff)	0		\$0.00	\$35,337.70	\$35,337.70
<b>ADMINISTRATIVE TOTAL:</b>				<b>\$35,337.70</b>	<b>\$35,337.70</b>
<b>SNC TOTAL GRANT REQUEST:</b>				<b>\$388,714.70</b>	<b>\$388,714.70</b>

\*Unit: Enter the appropriate unit of measure (e.g., hours = hrs., months = mos., each = ea., feet = ft., miles = mi., miscellaneous = misc., package = pkg.)

<b>Project Budget Details</b>	
<b>State of California - Sierra Nevada Conservancy</b>	
<b>APPLICANT NAME:</b>	Town of Mammoth Lakes, California
<b>SNC REF #:</b>	
<b>PROJECT TITLE:</b>	Mammoth Lakes Trail System: Enhanced Signage and Wayfinding Systems
<b>PROJECT TYPE (choose one):</b>	<input type="checkbox"/> ACQUISITION <input checked="" type="checkbox"/> SITE IMPROVEMENT <input type="checkbox"/> RESTORATION <input type="checkbox"/> PRE PROJECT PLANNING

<b>SECTION FOUR</b>		<b>QTY</b>	<b>UNIT*</b>	<b>UNIT COST</b>	<b>Contribution</b>	<b>Status**</b>
<b>OTHER PROJECT CONTRIBUTIONS</b>						
List other funding or in-kind contributors to project						
American Recovery and Reinvestment Act (ARRA): "Mammoth Lakes Trail Signage Infrastructure Improvement Project," United States Forest Service Funds	1	pkg	varied	\$408,000.00	Awarded	
Mammoth Lakes Measure R 2009: "Matching Funds to Mammoth Lakes Trail Signage Infrastructure Improvement Project"	1	pkg	varied	\$60,000.00	Committed	
Mammoth Lakes Measure R 2009: "Matching Funds to Mammoth Lakes Trail Signage Infrastructure Improvement Project"	1	pkg	varied	\$20,000.00	Available Funds	
Mammoth Lakes Measure R 2010: "Matching Funds to Mammoth Lakes Trail Signage Infrastructure Improvement Project"	1	pkg	varied	\$20,000.00	Pending	
Town of Mammoth Lakes: 19 Signs Installed on Lower Lakes Basin Path	19	signs	varied	\$50,000.00	Work Complete	
Mammoth Lakes Measure R: "Map, Messaging and Graphic Development for MLTS Signage"	1265.32	hr	varied	\$53,054.44	Work Complete	
Mammoth Lakes Measure R: "Field Sign Placement, Data Development and Field Verification for MLTS Signage"	462.73	hr	varied	\$29,535.96	Work Complete	
Mammoth Lakes Measure R: "Standards Manual for MLTS: Standardized Naming Conventions, Mapping Program and Representations for MLTS"	358.5	hr	varied	\$17,500.00	Work Complete	
Mammoth Lakes Trails and Public Access Foundation (MLTPA): "Funds Raised for MLTS Standards Manual Development and Outside Consultant Services"	1	pkg	varied	\$28,650.00	Available Funds/Restricted	
United States Forest Service: In-Kind Staff Support	80	hrs	varied	\$20,000.00	Committed	
<b>Total Other Contributions:</b>				<b>\$706,740.40</b>		