

MAMMOTH LAKES RECREATION (MLR) Board Meeting

MONDAY, October 20, 2014  
3:00 p.m.

**Ellie Randol Room – Mammoth Lakes Branch Library  
400 Sierra Park Road, Mammoth Lakes, CA 93546**

NOTE: In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please call (760) 934-4932. Notification 48 hours prior to the meeting will enable MLR to make reasonable arrangements to ensure accessibility to this meeting. (28CFR 35.102-35.104 ADA Title II)

NOTE: All comments will be limited by the President to a speaking time of five minutes.

**ROLL CALL**

Board Members: John Armstrong, Jo Bacon, Teri Stehlik, Danna Stroud, Betsy Truax, John Urdi, Rick Wood.

**PUBLIC COMMENTS**

**ADMINISTRATIVE ITEMS**

1. Approve Minutes of October 6, 2014 MLR Board Meeting
2. Update from Town of Mammoth Lakes staff/contractors on recreation-related projects
  - a. Report on Recreation Commission Workshop with Council on October 15th
3. Review and consider approval of lease with Town of Mammoth Lakes for space in MLT Offices
4. Report on Service Agreement with MLT
5. Review Draft MLR Deliverables Timeline
6. Review open items/Ad Hoc Committee work to determine items needing to go forward to next Board
7. Treasurer's Report
8. MLR Board Member reports

**REQUEST FOR FUTURE AGENDA ITEMS**

**ADJOURNMENT**

To the next meeting of the MLR Board Annual Meeting scheduled for Monday, October 27, 2014.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the Mammoth Lakes Branch Library outside window not less than 72 hours prior to the meeting. Dated this 16th day of October, 2014.



Jo Bacon, MLR Treasurer

## Minutes of Mammoth Lakes Recreation Board Meeting

Monday, October 6, 2014

### ROLL CALL

President Stroud called the meeting to order at 3:04 pm at the Mammoth Lakes Library 400 Sierra Park Road, Mammoth Lakes, CA. Present were John Armstrong, Jo Bacon, Teri Stehlik, Danna Stroud, Betsy Truax, John Urdi, and Rick Wood.

### PUBLIC COMMENTS

Danna introduced Michael Ledesma, who is the Mammoth Lakes Tourism Board appointee to the MLR Board. Michael will officially take his seat at the Annual Meeting.

### ADMINISTRATIVE ITEMS

1. Approve Minutes of September 22, 2014 MLR Board Meeting:
2. Approve Minutes of September 26, 2014 MLR Board Meeting

Both sets of minutes were approved as written (M Truax / S Stehlik C 7-0, with an abstention for the 9/22 minutes - Bacon).

3. Update from Town of Mammoth Lakes staff/contractors on recreation-related projects

#### a. Actions taken at 10/1/14 Town Council meeting

Danna reported that the AB 562 hearing went well, that the contract was approved 5-0 after discussion and acceptance of some USFS edits to Exhibit B and the addition of reporting requirements, that the \$15,000 in General Fund start-up dollars was approved, and that MLR was designated as the recommending body for Measure R.

#### b. Report from Recreation Commission Liaison

Betsy and Teri reported on agenda items for the 10/7 Recreation Commission meeting, including a workshop with Mammoth Lakes Event Coalition regarding the proposed ordinance change to include "arts and culture" and mentioned the upcoming Workshop with Town Council on October 15th. Betsy noted that the MLR Liaison should be appointed at this same meeting.

After item 7, Dan Holler noted that the Waterford Gap Bridge project is continuing.

4. Review and consider approval of contract with Town of Mammoth Lakes

The changes noted above in 3.a. were accepted and the President and Secretary authorized to sign the contract (M Stehlik / S Wood C 7-0).

5. Report from Nominating Ad Hoc Committee

The Ad Hoc reported they are in the middle of interviewing the twelve applicants for the seven open positions. A slate will be presented at the October 27th Annual Meeting.

## 6. Report on Insurance Requirements

Jo provided a report listing the insurance quotes needed now and in the coming months. Danna was authorized to sign appropriate documents for the General Liability, Commercial Auto, and Directors & Officers/Employer Liability coverages (M Wood / S Truax C 7-0).

## 7. Report on Lease for space in MLT Offices

MLR is in final negotiations for space in the Mammoth Lakes Tourism office. This will be on either the October 20th or October 27th agenda for approval, with a November 1, 2014 effective date.

## 8. Review and consider approval of Legal Requirements Handbook

Jo noted the addition of language related to the Form 700. Dan Holler indicated that the Town Attorney has recommended the filing be concurrent with the start of the Town Contract on November 1st. Handbook was approved (M Wood / S Urdi C 7-0).

## 9. Review and consider approval of Governance Handbook

Handbook was approved (M Wood / S Stehlik C 7-0).

## 10. Review and consider comments of TOML Recreation Commission ordinance change

The Board discussed the current version, which was approved by the Recreation Commission before they had the opportunity to see what was outlined in Exhibit B of the MLR contract. After discussion, consensus was for MLR to offer to be part of a working group with Recreation Commissioners to work out the incongruities between both documents.

MLR also asked Betsy and Teri to send back this offer, and to act at the 10/7 Recreation Commission meeting with both Rec. Comm. and MLR "hats" since no other MLR Board member was able to attend on such short notice.

Finally, MLR would like to suggest a roundtable of all current and former Recreation Commission and MLR Board Members to discuss how the two groups will collaborate in the future.

John Urdi left the meeting at 3:55 pm.

## 11. MLR Board Member reports

Jo noted that she and Teri are now working on the policy questions from the Measure R/U reconciliations and also researching whether there were any previous applications that required on-going maintenance from R/U funding.

She further noted that, with Danna, she will draft a timeline with milestones for the Exhibit B deliverables for the October 20th meeting.

Danna noted that the Executive Director position is being posted through various recreation groups.

She also noted that a celebration of the Town contract, a thank-you to out-going MLR Board members and a welcome to new Board Members is being considered for after the Annual Meeting. Rick suggested that all the participants in the various phases of the Formation Committee also be invited.

#### REQUEST FOR FUTURE AGENDA ITEMS

Speaking from the floor, Dion Agee asked when the Mammoth Lakes Foundation liaison would be identified. It was noted that this will be included in the Deliverables Timeline, and that the appointment will most likely be made at the October 27th meeting.

#### ADJOURNMENT

There being no further business to come before the Board of Directors, the meeting was adjourned at 4:38 pm.

Dated: \_\_\_\_\_.

\_\_\_\_\_  
Secretary



Lease Agreement  
Between  
The Town of Mammoth Lakes  
And  
Mammoth Lakes Recreation

The agreement is entered into this 1st day of November 2014 between the Town of Mammoth Lakes (referred to as TOML), a municipal corporation, and Mammoth Lakes Recreation (referred to as MLR), a 501c3 non-profit corporation.

**PURPOSE:**

The purpose of the agreement is to establish a lease with Mammoth Lakes Recreation (MLR) for office space within the Mammoth Lakes Tourism (MLT) Administrative Office building (Facility), which is owned by the Town of Mammoth Lakes (TOML).

**TERMS:**

Whereas, TOML owns and manages the Mammoth Lakes Tourism Administrative Office building, located at 2520 Main Street, Mammoth Lakes, California 93546; and

Whereas, TOML desires to lease space within the premises to MLR on the terms and conditions contained herein; and

Whereas, MLR desires to lease space from TOML on the terms and conditions contained herein; and

Whereas, MLT may not sublease space, but supports the joint location of MLR in the Town owned Facility currently leased to MLT;

Whereas, MLT is supportive of the joint location of MLR and MLT in the Town's Facility.

Now therefore, the parties hereto hereby agree as follows:

1. **Lease Term:** this lease shall commence on November 1, 2014 and continue to and include the termination date of June 30, 2017 which coincides with the current Mammoth Lakes Recreation Contract with the Town of Mammoth Lakes. Upon termination date, TOML and MLR may formally negotiate for an extension of this lease or create, execute and sign a new lease agreement. Either party may terminate this lease agreement before the term expires by providing a written notice of intent to terminate at least 30 days prior to the date of termination.
2. **Rent:** MLR shall pay directly to Town of Mammoth Lakes a one-time payment in the amount of \$100 for the term of this lease, to be paid in full by December 31, 2014.
3. **Joint Occupancy of the Facility:** MLR and MLT recognize that they are joint tenants in the Town's Facility. MLR and MLT may enter into a separate agreement for MLR to pay a prorated share of office expenses and utilities, such as electrical, gas, water and for direct costs for any shared use of office equipment, such as printers, copiers, computers, telephone, and internet access currently being paid by MLT.
4. **Use of Premises:** MLR shall have use of the building and office space as needed, with specific work areas as agreed to with MLT to accommodate the efficient working of both MLR and MLT.
5. **Assignment or Sub-Lease:** MLR shall not assign this agreement or sub-let or grant any license to use the building/premises or any part thereof.
6. **Alterations or Improvements:** MLR shall make no alterations to the building or improvements to the premises without the prior written consent of the TOML and Mammoth Lakes Tourism.
7. **Hazardous Materials:** MLR shall not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
8. **Damage to Premises:** in the event the building/premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake or other casualty not caused by the negligence of MLR, this agreement shall terminate from such time except for enforcing rights that may have been accrued under the agreement. The agreement will continue once the building/premises are rendered habitable again.
9. **Condition and Improvement of Premises:** MLR is responsible to maintain the interior space of the premise that they occupy. No building related improvements

to the inside of the premises may be made without prior authorization of the Town. The Town is responsible for the exterior maintenance of the premises.

10. **Indemnification:** MLR agrees to indemnify, defend and hold harmless TOML and Mammoth Lakes Tourism, its officers, employees and agents or claim of liability, including attorneys' fees, arising by reason of personal injury, death, or property damage and resulting from MLR's negligence, recklessness or willful misconduct or that of its officers or employees in the performance of its duties and obligations under this agreement.

**GENERAL PROVISIONS:**

This agreement is the entire understanding of the parties and there are not other terms or conditions, written or oral, controlling this matter.

This agreement shall be governed by the laws of the State of California. If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or district statute, ordinance or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of the Agreement are severable.

This Agreement may be modified or amended only by the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Town of Mammoth Lakes

Dated: \_\_\_\_\_

By: Daniel C. Holler, Town Manager

Mammoth Lakes Recreation

Dated: \_\_\_\_\_

By: Danna Stroud, Board President

Attest:  
Jamie Gray

\_\_\_\_\_  
Town Clerk

Services Agreement Between  
Mammoth Lakes Tourism  
And  
Mammoth Lakes Recreation

The agreement is entered into this \_\_\_\_\_ day of October, 2014 between Mammoth Lakes Tourism and (referred to as MLT) and Mammoth Lakes Recreation (referred to as MLR).

**PURPOSE:**

The purpose of the agreement is to establish a services agreement with MLR for sharing of furniture, fixtures and other equipment within the MLT Administrative Office building at 2520 Main Street, Mammoth Lakes, California.

Now therefore, the parties hereto hereby agree as follows:

1. Agreement: This agreement shall commence on November 1, 2014 and continue to and include the termination date of June 30, 2015. Upon the termination date, MLT and MLR shall formally negotiate for an extension of this agreement or create, execute and sign a new agreement. Either party may terminate this agreement before the term expires by providing a written notice of intent to terminate at least 30 days prior to the date of termination.
2. Services: MLR shall pay directly to Mammoth Lakes Tourism the amount of \$150.00 per month as a service payment for the term of this agreement. The payment will include desk space, use of MLT furnishings and common areas, janitorial services, and utilities (including electrical, gas, water and telecommunications) for up to two staff members.
3. Payment will be billed directly by MLT and paid on a quarterly basis by MLR.
4. Office Equipment: MLR shall have access to the MLT copier for use by MLR staff. MLR will be charged \$.01 per black/white copy and \$.10 per color copy. MLR will be assigned a dedicated access code and will be billed quarterly for actual copier usage. MLR shall have access to the Mammoth Lakes Tourism postage machine and will be assigned a dedicated access code and billed quarterly for postage used.

**GENERAL PROVISIONS:**

This agreement is the entire understanding of the parties and there are not other terms or conditions, written or oral, controlling this matter.

This agreement shall be governed by the laws of the State of California. If any portion of this Agreement or application thereof to any person or circumstances shall be declared invalid by a court of competent jurisdiction, or if it is found in



contravention of any federal, state, or district statute, ordinance or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of the Agreement are severable.

This Agreement may be modified or amended, by the mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Mammoth Lakes Tourism

Dated: \_\_\_\_\_

\_\_\_\_\_

By:

Mammoth Lakes Recreation

Dated: \_\_\_\_\_

\_\_\_\_\_

By: Danna Stroud, MLR Board President

## DRAFT -- MLR Deliverables Timeline

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#1 Maintain Tax Exempt Status</b>	Treasurer / Board
Items Completed: <ul style="list-style-type: none"> <li>• Tax Exempt Status</li> <li>• Conflict of Interest Policy</li> <li>• Accounting Procedures</li> <li>• Legal Requirements Handbook</li> <li>• Governance Handbook</li> </ul>	Report on Formation Activities by 12/31/14  Presentation to Council (Tentative for 11/19/14)
Additional Items Needed: <ul style="list-style-type: none"> <li>• Form 700</li> <li>• Personnel Manual</li> <li>• Automobile Use Policy</li> </ul>	Form 700 completed November 2014; Annual submission April each following year  Personnel items before first employee hired.
<ul style="list-style-type: none"> <li>• Meet all filing requirements as noted in Legal Requirements Handbook</li> </ul>	On-going

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#2 Public Process for R/U Recommendations</b>	Ad Hoc TBD / Board
<ul style="list-style-type: none"> <li>• Publicize, organize and conduct outreach and allocation process.</li> </ul>	Ad Hoc to outline process
<ul style="list-style-type: none"> <li>• Perform Operational/Financial Review to evaluate whether grantees have used R &amp; U funds appropriately, and as prescribed in the allocation request/contracts.</li> </ul>	Ad Hoc – Date TBD in process  Annual Reconciliation of prior years expenditures – Date TBD
<ul style="list-style-type: none"> <li>• Set funding priorities and present recommendations to Town Council.</li> </ul>	Initial allocation recommendation will be completed by February 15, 2015
<ul style="list-style-type: none"> <li>• Additional allocation recommendations may be made as deemed necessary by the MLR Board or requested by the Town Council.</li> </ul>	TBD

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#3 Prioritized List</b>	Ad Hoc TBD / Executive Director / Board
<ul style="list-style-type: none"> <li>• Prepare and provide to the Town a prioritized list of the primary amenities recommended to be supported through Measures U and R funds</li> </ul>	December 2015

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#4 Performing Arts Center Decision</b>	Ad Hoc TBD / Executive Director / Board
<ul style="list-style-type: none"> <li>• Provide a Proceed/Not Proceed recommendation</li> <li>• Provide Measure U and other potential funding recommendations under a “Proceed” recommendation.</li> </ul>	June 30, 2015

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#5 MLTS</b>	Ad Hoc TBD / Board
<ul style="list-style-type: none"> <li>• Act as the lead organization and contact point with TOML staff interactions with USFS for strategies, funding, and projects.</li> </ul>	On-going
<ul style="list-style-type: none"> <li>• Collaborate with the Town and partners on providing recommendations to Town Council for the continuation, prioritization, implementation, and design of programs and services to support the Mammoth Lakes Trail System and the leveraging of the annual \$300,000 allocation for the MLTS committed through FY 16-17. MLR will focus on delivering the following:</li> </ul>	

Exhibit B	Assigned To / Due Dates:
<b>#5 MLTS</b>	Ad Hoc TBD / Board
<ul style="list-style-type: none"> <li>○ Based on annual Council project approvals MLR will initiate implementation of directed projects and coordination with partners, including projects in FY 14-15 and development of project list and budget for FY 15-16.</li> </ul>	<p>Review current year projects – Date TBD</p> <p>Recommend FY 15-16 projects – Date TBD</p>
<ul style="list-style-type: none"> <li>○ MLR will review and confirm the list of initial trails to be incorporated in the SHARP NEPA review and recommend a level(s) of funding to be committed for future SHARP area trail maintenance.</li> </ul>	December 31, 2014
<ul style="list-style-type: none"> <li>○ MLR will review the Lakes Basin Special Study (LABSS) and recommend a level of action to be taken by the Town Council by in regards to the LABSS document.</li> </ul>	February 1, 2015
<ul style="list-style-type: none"> <li>○ MLR will develop recommendations including funding levels for proceeding forward with implementation of LABSS.</li> </ul>	Date TBD
<ul style="list-style-type: none"> <li>● Engage with the Town on the oversight and ongoing development of the mammothtrails.org website, with planned (possible) transition of website management or support to MLR, pending USFS review, coordination with the Town and continued work with current partners</li> </ul>	September 2015 – Is this a separate Website Ad Hoc?

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#6 Leverage Funds</b>	Executive Director
<ul style="list-style-type: none"> <li>• Apply for, obtain, and administer grant funding.</li> <li>• Identify a minimum of three (3) grant opportunities for MLR.</li> <li>• Apply for a minimum of one (1) grant by December 2015.</li> </ul>	December 2015

<b>Exhibit B</b>	<b>Assigned To / Due Dates:</b>
<b>#8 Quarterly Reporting</b>	President / Board
<ul style="list-style-type: none"> <li>• At least a quarterly update</li> </ul>	Starting March 2015  First report 11/15/14 (see #1 above) to include Board Members, Tax Exempt Status, Policies/Handbooks Adopted, FY 12-13 Filings, Timeline(?)

<b>Exhibit C</b>	<b>Assigned To / Due Dates:</b>
<b>Compensation/Reporting</b>	Treasurer / Executive Director
<ul style="list-style-type: none"> <li>• Monthly Statement of prior month's expenditures.</li> </ul>	Fifteenth of Following Month
<ul style="list-style-type: none"> <li>• Account for expenditures showing the use of all Town provided funding, specifically showing the use of restricted funding sources as being expended in accordance with restrictions placed on the funding sources such as Measures R and U funds for the previous Fiscal Year.</li> </ul>	November 15th of each year, starting with 2015

**Mammoth Lakes Recreation**  
**Transaction Detail By Account**  
 July through September 2014

	Type	Date	Num	Name	Memo	Class	Debit	Credit	Balance
<b>Direct Public Support</b>									
								1,961.24	1,961.24
							0.00	1,961.24	1,961.24
Total Direct Public Support							0.00	1,961.24	1,961.24
<b>Filing Fees</b>									
	Check	07/01/2014	993	Internal Revenue Service	Form 1023 Filing Fee	1415O:Board	850.00		-850.00
	Check	07/01/2014	994	Franchise Tax Board	Form 3500 Filing Fee	1415O:Board	25.00		-875.00
	Check	07/01/2014	995	Department of Justice	CT-1 Filing Fee	1415O:Board	25.00		-900.00
	Bill	07/01/2014		Jo Bacon	Copy of Articles	1415O:Board	6.00		-906.00
	Bill	07/01/2014		Jo Bacon	SI-100 Filing	1415O:Board	20.00		-926.00
Total Filing Fees							926.00	0.00	-926.00
<b>Operations</b>									
<b>Office Supplies</b>									
	Check	09/16/2014	EFT	DLX for Business	Checks & Envelopes	1415O:Board	240.52		-240.52
Total Office Supplies							240.52	0.00	-240.52
<b>Postage</b>									
	Bill	07/01/2014		Jo Bacon	One-year PO Box fee	1415O:Board	48.00		-48.00
	Bill	07/01/2014		Jo Bacon	Key Deposit (2 keys)	1415O:Board	6.00		-54.00
	Bill	07/01/2014		Jo Bacon	Mailing ExemptReg Forms	1415O:Board	12.81		-66.81
Total Postage							66.81	0.00	-66.81
<b>Printing</b>									
	Bill	07/01/2014		Jo Bacon	Copies 6/9 Agenda Packet	1415O:Board	3.00		-3.00
	Bill	07/01/2014		Jo Bacon	Copies 6/23 Agenda Packet	1415O:Board	4.00		-7.00
Total Printing							7.00	0.00	-7.00
Total Operations							314.33	0.00	-314.33
<b>TOTAL</b>							<b>1,240.33</b>	<b>1,961.24</b>	<b>720.91</b>

Mammoth Lakes Recreation			
FY 14-15 Project Accounting Codes			
Code	Function from Exhibit B	Exh. B. Ref. Number	Comments
1415K-Alloc	Manage the public process for the next allocation of Measure R and U dollars	2	
1415K-Leverage	Apply for, obtain, and administer grant funding	6	
1415K-MLTS	Mammoth Lakes Trails System	4	Will have additional codes related to specific projects i.e.SHARP Nepa might be assigned 1415K-MLTS-SHARP-NEPA. Coding TBD.
1415K-Org	Maintain Tax Exempt Status	1	
	Regular Reporting to Council	8	
1415K-PerfArts	Performing Arts Decision and Funding Recommendation	4	First of many project-related codes.
1415K-Strategy	Prioritized List of primary amenities	3	
1415K-Support	Support items for all contract codes		Lease, Services, Supplies and other support costs.
1415K-Town	Work on Town identified projects	7	Nothing currently identified.
1415O-Board	Board related activities		Tasks outside of Town contract
Note: K means Contract and O means Other Funding			