# AGENDA ITEM 8,2



MEETING DATE:

December 10, 2019

TO:

Honorable Mayor and Councilmembers

FROM:

Becky Bucar, Engineering Manager 🔥 Dfw

SUBJECT:

Annual Trails Update, Paved Trail Maintenance, and Amenity Sponsorship

Program

APPROVED BY

Jéff Loux, Town Manager

**RECOMMENDATION:** Council accept annual trails update presentation; receive information from staff regarding long-term paved trail maintenance; and authorize Town Manager to execute the Trail Amenities Adoption Program Agreement with Truckee Trails Foundation.

#### **DISCUSSION:**

The purpose of this staff report is 1) to provide the annual trails update; 2) provide a discussion of paved trail maintenance responsibilities and funding, and 3) present the Trail Amenities Adoption Program, as proposed by the Truckee Trails Foundation.

#### **Annual Trails Update**

The Truckee Trails and Bikeways Master Plan was first adopted in 2002, with updates occurring in 2007, 2012, and 2015. Each year between the Master Plan Updates, staff provides an annual trails update presentation at a regularly-scheduled Town Council meeting. The purpose of the annual trails update presentation is to provide an overview of what has been implemented in the past year, provide updates on current trail projects, and discuss future projects. While the details of the trail presentation are not provided in this staff report, staff plans to provide brief updates at the Council meeting on the Truckee River Legacy Trail, trails associated with the Coldstream and Soaring Ranch Developments, and regional connections such as the Martis Valley Trail and Tahoe Pyramid Bikeway.

#### **Trail Maintenance**

There were no Class I (separated from the road) paved trails when the Town first incorporated in 1993. However, since that time, 21 miles of Class I paved trails have been constructed in the Town through a variety of Town-sponsored Capital Improvement Program Projects or private development requirements. Although the Town of Truckee has accepted maintenance responsibility for the trails constructed by the Town with local or grant funds (e.g. Truckee River Legacy, Trout Creek, Brockway Road, Frishman Hollow trails, etc.), maintenance responsibility for trails built through private development has mostly remained with the private developer, except in the case where a

Page **1** of **5** 

trail maintenance Community Facilities District (CFD) has been implemented. Where trail maintenance CFDs exist, trails are maintained by Town staff but funded through the CFD, which assesses property owners within the CFD on an annual basis.

Attachment 1 presents Town versus privately maintained trails in the current trail network. The maintenance responsibility for the privately maintained trails lies with 19 separate entities, comprised of homeowners associations and businesses. In some cases, the private maintenance responsibilities are clearly defined in trail maintenance agreements, while other trail maintenance responsibilities are more loosely described in conditions of approval or homeowners association Covenants, Conditions & Restrictions (CC&Rs). None of these documents require snow removal during the winter. It is also important to note that Streets and Highways codes section 5610 requires that property owners maintain the sidewalk improvements between the adjacent property owner and the street. Town staff has been working with a number of property owners in recent months to clarify maintenance responsibilities in terms of level of maintenance and the extent of trail areas for which they are responsible. The result of the piecemealed maintenance approach is a trail network that exhibits varying levels of trail maintenance.

#### **Trail Maintenance Costs**

Trail maintenance costs include those associated with ongoing routine maintenance (sweeping, trash removal, snow removal, vegetation maintenance, etc.). In Fiscal Year 18/19, the Town expended \$164,320 on routine maintenance of 12 miles of trail, which includes labor, equipment, and materials and equates roughly \$15,000 per mile of trail. In addition to this routine maintenance, the Town is responsible for preventative and rehabilitative pavement maintenance along trails. Currently, this includes applying a seal coat to trails approximately every five years and repaving the trails as necessary (approximately every 25 years), which is estimated to cost an additional \$6,000 per year for a total annualized trail maintenance cost of approximately \$26,000 per mile.

#### **Funding Sources**

#### Town-Funded Trail Maintenance

For Town-funded trails, maintenance is funded with Measure R (1/4 percent sale tax approved by Truckee voters in 2014) and the General Fund. Although Measure R is eligible to be used to fund 100 percent of these trial maintenance costs, there was a commitment to maintain 3 miles of sidewalks and concrete paths around the roundabouts prior to the implementation of Measure R. Recognizing this, the policy has been to continue to use General Funds to fund these 3 miles of trail/sidewalk, which represents roughly 25 percent of the total trail mileage. The remaining 75 percent of trail maintenance costs have been funded with Measure R. Measure R has also been used to help fund design and construction for Phase 4 of the Truckee River Legacy Trail and the 2016 Trail Seal Coat Project. To date, approximately \$5.9 million has been collected in Measure R funds, and \$1.3 million has been spent (approximately \$700,000 on CIP projects and \$600,000 on maintenance).

#### Maintenance District-Funded Trail Maintenance

In some cases Community Facility Districts (CFDs) or Assessment Districts have been formed in the Town to fund sidewalk, streetscape, and trail maintenance. Such districts have been formed along the Brickelletown, Envision DPR, and Railyard Master Plan corridors, although none of these CFDs contain Class I paved trails. However, trail maintenance and transit CFDs have been formed for the Soaring Ranch and Coldstream developments. While the trails in these two developments have not been completed, it is anticipated that the Town will begin performing the maintenance on these trails using the CFD funds as the funding source by the end of 2020.

#### Privately Maintained Trails

Maintenance of privately maintained trails is funded and performed by the entity responsible for the maintenance (usually a homeowners association or property owner). Some of the privately maintained trail segments are very short (as short as 400 feet) and there would likely be an economy of scale if the maintenance was performed by one entity.

#### Trail Maintenance Strategy Moving Forward

As mentioned above, the fact that many different entities are responsible for trail maintenance throughout town results in inconsistent trail maintenance service levels and quality. In addition, snow removal during the winter is not currently required on privately-maintained trails, resulting in a trail network that is accessible for only a portion of the year. Keeping the Council's 2019 Goals related to alternative (bicycle and pedestrian) transportation and reduced carbon footprint in mind, staff has identified the following potential ways to address trail maintenance in the future.

Option 1: Continue Existing Trail Maintenance Approach. Under this scenario, the Town would continue to maintain those trails that were or are built by the Town. Trails required by private development would be funded by that private development, or preferably, if appropriate, through a CFD or assessment district. This option would result in minimal additional cost to the Town, but would likely result in inconsistent trail maintenance throughout Town, including inconsistent snow removal. In addition, the trail maintenance enforcement will continue to take staff time and resources.

Option 2: Town to Provide Trail Maintenance on Private Trails for a Fee. The Town could enter into separate agreements to maintain various trail segments for a fee. This would require individual agreements between the Town and each entity; that the Town annually bill the entity; and the development of a method for collecting unpaid fees. This option would result in consistent maintenance levels, and would keep the overall financial impact to the Town neutral. However, property owners would need to voluntarily participate; it may require hiring additional maintenance staff; and the approach could result in a fair amount of administrative work associated with the billing, the cost of which could be captured with the fee.

Option 3: Town Provide All Trail Maintenance. Under this scenario, the Town would perform all paved trail maintenance at no cost to the property owners/homeowners association, with the exception of areas where trail maintenance CFDs are established (the assessment would continue to pay for trail maintenance in these areas). This option would result in consistent trail maintenance and would result in a trail system that is open year round because snow removal would be provided by the Town. The maintenance cost could be funded with Measure R, but it would reduce the amount of funding that would be available for trail planning, design, and construction. Under this scenario, the annual cost of trail maintenance would be \$546,000, which is approximately half the revenue from Measure R each year. Increases to this annual cost could be managed by requiring

Town Council Staff Report Page 3 of 5 the establishment of CFDs or other assessment districts for all future trail construction associated with development.

Option 4: Hybrid of Other Options. Under this option, the Town could apply a combination of the options above. For example, the Town could provide routine trail maintenance, but the responsibility to seal coat and repave the trail as necessary would remain with the various property owners. The Town could also just provide snow removal services. On the funding side, the Town could charge property owners for most routine (and capital replacement) maintenance activities but provide snow removal services free of charge.

In the near term, staff recommends continuing the current combination of Town and privately funded maintenance. In the long term, staff recommends that the Council consider whether or not the time investment and funds necessary to modify the trail maintenance approach is a high enough priority to pursue given the myriad of other Council priorities. If Council does wish to pursue any changes, the cost implications would have to be weighed against other priorities in the budget process.

#### **Trail Amenity Sponsorship**

On October 28, 2014, the Truckee Town Council directed Town staff to work with the Truckee Trails Foundation to develop a Trail Amenities Sponsorship Program. This program would provide opportunities for area residents to participate in the ongoing development of the Town trail network through a sponsorship program that would generate funds to assist with future trail construction activities. Key points of the program are as follows:

- Sponsorship would consist of the ability to have a recognition plaque placed on, or adjacent to, a trail amenity or feature such as a bench, picnic table, interpretive sign, bridge, etc. in exchange for a monetary contribution that is remitted to a combination of the Town and the Truckee Trails Foundation.
- The Truckee Trails Foundation would manage the sponsorship program with involvement by the Town in a support role.
- Sponsorship levels would be based upon the total installed cost of the amenity, or feature, being sponsored plus plaque installation and administrative fees.
- The portion of the sponsorship, which represents the cost of installing the amenity or feature would be provided to the Town to be used for funding future trail construction or future trail amenity installation.
- The portion of the sponsorship which is above and beyond the amenity reimbursement amount would stay with the Truckee Trails Foundation to fund the cost of administering the sponsorship program; preparing, installing, and maintaining the appropriate recognition plaques; reimbursement of other operating costs of the Truckee Trails Foundation; and other mutually agreed upon purposes.

At the October 28, 2014 meeting, direction was also provided by Council. Specifically, Council indicated that it:

- 1. Supports the program in concept, but would like to see the whole program back at Council for approval.
- 2. Does not want to see corporation sponsorship and would like a more personal community touch.
- 3. Desires to limit the number of signs for aesthetic purposes.
- 4. Does not want to dilute the perception that trails have been paid for by the tax payers and not private entities.

Council also appointed Council Member Wallace Dee and Council Member deRyk Jones to participate in an Ad Hoc committee to discuss and formulate the program. Staff worked with the Truckee Trails Foundation over the course of two years to develop an outline for the trail amenity sponsorship program and the committee met on October 28, 2016 to review the draft program. The recommendations of the committee were used to develop a final amenity sponsorship program, which is provided in **Attachment 2**.

Note that the significant delay in the development of the program was a result of limited resources on which to work on the program, as well as some additional effort that was required to make sure the Town and the Truckee Trails Foundation would have some control over the language used on the plaques without censoring specific requests. The result of this effort is the provision of a menu of acceptable text from which sponsors can chose. Staff recommends that the Council authorize the Town Manger to execute the attached Amenity Sponsorship Program Agreement with the Truckee Trails Foundation in order to initiate the program. Staff also recommends that the Council authorize the Town Attorney to approve minor modifications to the agreement so long as they are not substantive.

#### **FISCAL IMPACT:**

#### **Trail Maintenance**

The fiscal impact of any trail maintenance policy will depend on the details of that policy.

#### **Trail Amenity Sponsorship**

There are approximately \$1,600,000 of existing amenities and features along the existing trails in Truckee that would lend themselves to sponsorship. These range from pet stations (\$1,000), benches (\$2,400) and tables (\$3,500), to bridges which cost \$75,000 to \$750,000 to install. The level of interest in sponsorship for these amenities is not fully known, so it is difficult to estimate the amount of revenue that could be generated from this program.

#### **PUBLIC COMMUNICATIONS:**

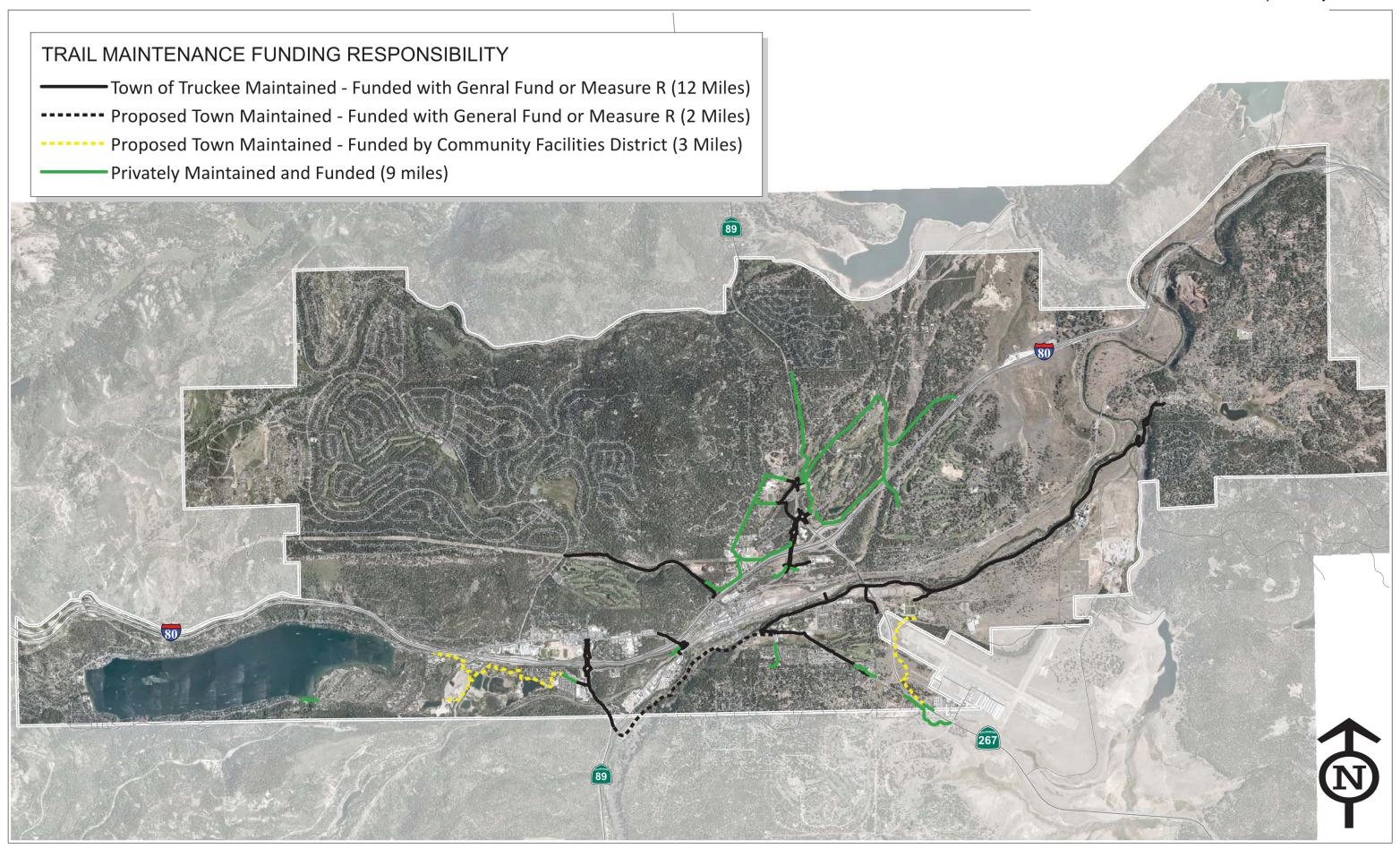
None beyond standard agenda postings and communications with Truckee Trails Foundation and the Trail Amenity Sponsorship Committee.

#### ATTACHMENTS:

Attachment 1: Paved Trail Maintenance Responsibilities

Attachment 2: Trail Amenities Adoption Program Agreement with Truckee Trails Foundation

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Town Council

David Tirman, Mayor

David Polivy, Vice Mayor

Jessica Abrams, Council Member Anna Klovstad, Council Member Tony Commendatore, Council Member



Department Heads

Jeff Loux, Town Manager Andy Morris, Town Attorney Robert Leftwich, Chief of Police Kim Szczurek, Administrative Services Director Judy Price, Communications Director/Town Clerk Daniel Wilkins, Public Works Director/Town Engineer Denyelle Nishimori, Community Development Director

December \_\_\_\_\_, 2019

Allison Pedley, Executive Director Truckee Trails Foundation P.O. Box 1751 Truckee. CA 96160

Re: Letter Agreement for Trail Amenities Adoption Program

Dear Ms. Pedley:

*PARTIES*: This letter shall be our agreement ("Letter Agreement") regarding the establishment and operation by Truckee Trails Foundation, a California corporation ("TTF"), of a trail amenity sponsorship program ("Program") for trails managed by the Town of Truckee ("Town"). TTF shall be an independent contractor with regard to this Letter Agreement and is not an employee of the Town.

PROGRAM GUIDELINES: Town shall allow TTF to install plaques on trailside amenities on trails managed by the Town of Truckee, as set forth in the Amenities Adoption Program Guidelines ("Guidelines") attached hereto along with its attachments as Exhibit "A" and incorporated herein by reference. TTF shall operate the Program strictly in accordance with the Guidelines, and shall not alter the Guidelines without the Town's written consent.

STANDARD OF CARE: TTF shall install all amenity plaques in a skillful and competent manner, avoiding damage to the amenity to which each plaque is affixed. TTF shall not install plaques on rocks or trees, and shall not damage or remove rocks, trees, or any portion of a trail.

HANDLING OF DONATIONS: TTF shall remit to Town all donations received as part of the Program, after subtracting the cost of plaques and TTF's administrative costs. TTF shall provide Town with a written explanation of its administrative cost schedule for the Program, and shall provide Town with written updates when and if the cost schedule changes. Town shall use any Program-related donations received exclusively for trail building, trail maintenance and repair, replacement of trail amenities, acquisition of land and/or easements for trails, and other trail-related purposes.

530-582-7700 | email: truckee@townoftruckee.com Printed on recycled paper. TERM AND TERMINATION: Either TTF or Town may terminate this Letter Agreement at any time with or without cause.

INDEMNIFICATION: To the fullest extent permitted by law, TTF shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of TTF, its officials, officers, employees, subcontractors or agents in connection with the Program or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. TTF's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials, officers, employees, agents, or volunteers.

LAWS & REGULATIONS: TTF shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements. By its signature hereunder, TTF certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services. Finally, TTF represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, TTF shall indemnify Town against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

GOVERNING LAW; VENUE; GOVERNMENT CODE CLAIM COMPLIANCE; ATTORNEYS FEES: This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Nevada County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, TTF must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Town. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, TTF shall be barred from bringing and maintaining a valid lawsuit against the Town. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Letter Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

ASSIGNMENT; AMENDMENT: TTF shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the Town, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

Town of Truckee
Truckee Trails Foundation
Letter Agreement re Trail Amenity Adoption
December \_\_\_\_\_, 2019

TOWN OF TRUCKEE

ENTIRE AGREEMENT; CONSTRUCTION AND CAPTIONS: This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below. Please mail two copies with original signatures to: Town of Truckee, 10183 Truckee Airport Road, Truckee, CA 96161, Attn: Sarah Ring. A fully executed copy will be returned for your records.

Approved as to Form:		
Andrew Morris		
Town Attorney		
Foundation		
Signature		
Name		
Title (Must be Secretary, Assist.		
,		
Chief Financial Officer, or Treasurer)		
Date		

Town of Truckee
Truckee Trails Foundation
Letter Agreement re Trail Amenity Adoption
December \_\_\_\_, 2019



# EXHIBIT A TRAIL AMENITY ADOPTION PROGRAM

GUIDELINES FOR ACCEPTING DONATIONS FOR TRAIL AMENITIES AND PLAQUES

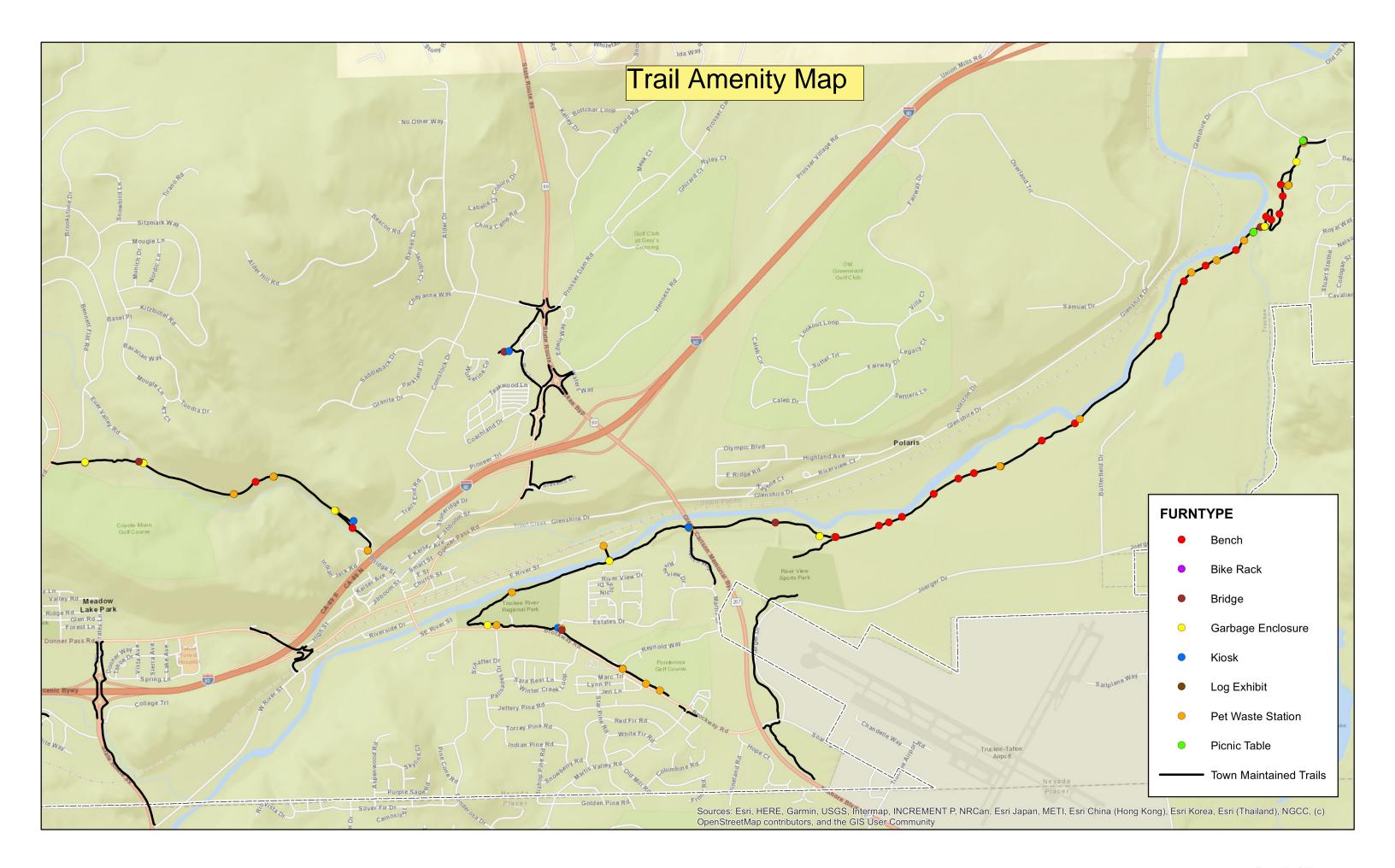
The Trail Amenity Adoption Program provides civic-minded individuals the opportunity to make a donation to trails that will also allow for the recognition of an organization, business, or loved one in a unique and lasting manner.

- 1. Members of the public will have the opportunity to "adopt" trail amenities on trails managed by the Town of Truckee. Adoptable amenities include existing pet waste bag stations, benches, picnic tables, kiosks, trash cans, trail bridges, the Glenshire trailhead log exhibit, and other amenities, structures, or art installations as approved by the Town of Truckee. A complete list of trail amenities can be found in **Appendix A**.
- 2. A *Trail Amenity Adoption Agreement* will be used to clarify the understanding between the Donor, Truckee Trails Foundation, and Town of Truckee, and will include the amenity to be adopted, adoption fee, plaque details, and additional agreements regarding the amenity adoption. See **Appendix B.**
- 3. The adoption fee will cover the cost of a (4"x 6") commemorative plaque. To maintain consistency, plaques must be arranged through the Truckee Trails Foundation. Commemorative plaques will be installed on trail amenities. Guidelines for plaque inscriptions can be found in **Attachment 1** of **Appendix B.**
- 4. Plaques are guaranteed for life against manufacturer defects, but it will be up to the Donor to fund the replacement of the plaque due to vandalism or theft.
- 5. The Donor agrees not to add any additional items to or beside the amenity including but not limited to flowers, photographs, etc.
- 6. Trail amenity donations received by the Truckee Trails Foundation, minus the cost of the plaque and administrative fee (\$335 total), shall be placed in a special revenue and expenditure account with the Town of Truckee. This fund shall be used exclusively for trail building expenses, trail maintenance, repair, replacement of trail amenities, land acquisitions necessary for trail building, and other trails-related expenses on trails managed by the Town of Truckee. As plaque costs are subject to market price fluctuations, the plaque and administrative fee shall be evaluated annually and may be increased if mutally agreed to by the Town and the Truckee Trails Foundation.

- 7. The selected amenity is the property of the Town of Truckee. The Town of Truckee will maintain the amenity only for its expected life cycle. If the amenity deteriorates due to age or other wear and tear, or damage by others, it may need to be removed in the interest of public safety. The Town of Truckee also reserves the right to remove and/or relocate the amenity if it interferes with maintenance or construction activities.
- 8. In the event that the amenity must be permanently removed, the Town of Truckee will seek an alternative location, and the original donor will have the opportunity to re-adopt the amenity at replacement cost and mount a new plaque, unless the program has been discontinued.
- 9. The Truckee Trails Foundation will be responsible for installing plaques on the amenities. Plaques will be installed bimonthly during the trails season: April, June, August, & October.
- 10. The Truckee Trails Foundation will inventory, date, and maintain a listing of all existing amenities and plaques that have been installed. The inventory will be provided to the Town on an annual basis.
- 11. The Town Manager of the Town of Truckee will be the final source of appeal for any disputes regarding this program.

## **Appendix A - 2019 Trail Amenity Inventory**

Location	AmenityID	Fee	Location	AmenityID	Fee
Glenshire-Legacy Trailhea	nd Log1	\$26,000	Legacy Trail	Pet10	\$1,000
Glenshire-Legacy Trailhea	_	\$2,000	Legacy Trail	Pet11	\$1,000
Legacy Trail	Bench1	\$2,400	Legacy Trail	Pet12	\$1,000
Legacy Trail	Bench2	\$2,400	Legacy Trail	Pet16	\$1,000
Legacy Trail	Bench3	\$2,400	Glenshire-Legacy Trailh		\$3,500
Legacy Trail	Bench4	\$2,400	Glenshire-Legacy Trail		\$3,500
Legacy Trail	Bench5	\$2,400	Legacy Trail	Table3	\$3,500
Legacy Trail	Bench6	\$2,400	Legacy Trail	Table4	\$3,500
Legacy Trail	Bench7	\$2,400	Legacy Trail	Table5	\$3,500
Legacy Trail	Bench8	\$2,400	Legacy Train	145165	43,300
Legacy Trail	Bench9	\$2,400	Brockway Road Trail	Pet13	\$1,000
Legacy Trail	Bench10	\$2,400	Brockway Road Trail	Pet14	\$1,000
Legacy Trail	Bench11	\$2,400	Brockway Road Tan	Pet <sup>15</sup>	\$ ,000
Legacy Trail	Bench12	\$2,400	Brock\ ay Road rail	B dge	\$1 0,000
Legacy Trail	Bench13	\$2,100	Brock\ ay Road rail	K osk3	\$3,500
.ega. 'Trail	b nc 114	\$2, 00	Brockt by Hodd Tal	N JONE	ψ3,300
.egac Trisil	Benc 115	۶ <u>۷,</u> 400	Frishman Hollow	Kiosk5	\$3,500
.ega y Tr. :I	Bench16	\$2,400	Frishman Hollow	Bridge3	\$190,000
Legacy Trail	Bench17	\$2,400	7 1 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2114863	Ψ230,000
Legacy Trail	Bench18	\$2,400	Trout creek	Bench19	\$2,400
Legacy Trail	Bridge1	\$750,000	Trout creek	Bench20	\$2,400
Legacy Trail	Bridge2	\$75,000	Trout creek	Bench21	\$2,400
Legacy Trail	Garbage1	\$3,900	Trout creek	Bridge4	\$230,000
Legacy Trail	Garbage2	\$3,900	Trout creek	Garbage11	\$3,900
Legacy Trail	Garbage3	\$3,900	Trout creek	Garbage12	\$3,900
Legacy Trail	Garbage4	\$3,900	Trout creek	Garbage13	\$3,900
Legacy Trail	Garbage5	\$3,900	Trout creek	Garbage14	\$3,900
Legacy Trail	Garbage6	\$3,900	Trout creek	Garbage15	\$3,900
Legacy Trail	Garbage7	\$3,900	Trout creek	Garbage16	\$3,900
Legacy Trail	Garbage8	\$3,900	Trout creek	Kiosk4	\$3,500
Legacy Trail	Garbage9	\$3,900	Trout creek	Pet17	\$1,000
Legacy Trail	Garbage10	\$3,900	Trout creek	Pet18	\$1,000
Legacy Trail	Kiosk1	\$3,500	Trout creek	Pet19	\$1,000
Legacy Trail	Kisok2	\$3,500	Trout creek	Pet20	\$1,000
0 ,		,	Trout creek	Pet21	\$1,000
Legacy Trail	Pet1	\$1,000	Trout creek	Pet22	\$1,000
Legacy Trail	Pet2	\$1,000			
Legacy Trail	Pet3	\$1,000			
Legacy Trail	Pet4	\$1,000			
Legacy Trail	Pet5	\$1,000			
Legacy Trail	Pet6	\$1,000			
Legacy Trail	Pet7	\$1,000			
Legacy Trail	Pet8	\$1,000			
Legacy Trail	Pet9	\$1,000			



### **Appendix B**



### **Trail Amenity Adoption Agreement**

N	ame			Date	
Α	ddress	City	State	Zip Code	
_	L				
Р	hone	Email			
			amenity of choice)		
		First choice of location, if ap	рисавіе		
Second choice of location, if applicable					
	7	hird choice of location, if ap	plicable	_	
	As a participant	in the Trail Amenity Adoption	on Program, I agree	to the following:	
1.	I will pay a trail amenity	adoption fee of \$	to the Tru	ckee Trails Foundation.	
2.	I will not add any addition photographs, etc.	onal items to the chosen trail	amenity including I	out not limited to flowers,	
3.		or stolen after one year, I n e replaced.	nay pay the replacer	ment cost of the plaque if I	
	By signing this doo	cument, I also understand a	nd agree to the terr	ns outlined below:	
1.	my adopted trail amenit		. If my adopted ame	own of Truckee will maintain in inity deteriorates due to age d in the interest of public	

2. If my adopted trail amenity must be replaced due to wear and tear or damage, I will have the opportunity to re-adopt the amenity at replacement cost and mount a new plaque, unless the

3. The Town of Truckee reserves the right to remove and/or relocate my adopted amenity if it

interferes with site safety, maintenance, or construction activities, and/or to discontinue the Trail

amenity adoption program has been discontinued.

Amenity Adoption Program at any time.

- 4. In the event that my adopted trail amenity must be permanently removed, the Town of Truckee will seek an alternative location for the amenity and I will have the opportunity to re-adopt the amenity for the replacement cost of the plaque, unless the amenity adoption program has been discontinued.

to this Agreement.  acknowledge that I have read and agout a section Agreement.	plaque must consist of one of the options listed in Attachment 1 ree to the above terms and conditions of the Trail Amenity
Signature	
Printed Name	4. O.
Please specify desi	red plaque inscription in the 4 x 6 space below.
Plaque inscription approved by the Tru	uckee Trails Foundation
	Date Initials
	Date plaque ordered
	Date plaque mounted on trail amenity

#### Attachment 1

All plaques will have standard wording consisting of one of the following ("Name" may be the name of a person or business):

```
"Dedicated to (Name)";

"Donated by (Name)";

"In Memory of (Name)";

"In Loving Memory of (Name)";

"Dedicated to the Memory of (Name)";

"Given in Loving Memory of (Name)";

"In Celebration of (Name)";

"In Honor of (Name)";

"In Honor and Memory of (Name)";

"In Tribute to (Name)";

"In Appreciation of (Name)"; or
```

The following two options may be applied to the standard wording selection:

1) Birth and death dates (full dates or just years): 2) Inclusion of Title and/or Rank and/or United States Military affiliation to the name.