

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF GRAND JUNCTION, COLORADO  
AND THE  
COLORADO PLATEAU MOUNTAIN BIKE TRAIL ASSOCIATION INC.  
("COPMOBA")  
PROVIDING FOR A CITY FUNDING CONTRIBUTION TOWARD THE  
RECONSTRUCTION OF THE LUNCH LOOP SKILLS AREA ("LLSA")  
DEVELOPMENTAL BIKE PARK**

**I. PURPOSE**

The purpose of this Memorandum of Agreement ("Agreement") is to establish and define the relationship between the City of Grand Junction ("City") and the Colorado Plateau Mountain Bike Trail Association Inc. ("COPMOBA") regarding a one-time City funding contribution toward COPMOBA's reconstruction of the Lunch Loop Skills Area Developmental Bike Park ("LLSA") on City property. The City and COPMOBA intend for the City's contribution to serve as seed funding that COPMOBA will use to leverage additional contributions from businesses, individuals, grantors, and other donors in order to fully fund the reconstruction.

The Lunch Loop area is bordered by Monument Road, Little Park Road, the Colorado National Monument and private lands.

**II. BACKGROUND**

The Lunch Loop is a day use recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. COPMOBA constructed the LLSA under its original agreement with the City dated 2010, and COPMOBA occupies, manages, and maintains the LLSA under the Memorandum of Agreement Providing for Use of City Property for the Lunch Loop Skills Area (LLSA) Developmental Bike Park executed by the City and COPMOBA in 2024 (the "Use Agreement"). The LLSA consists of four distinctive features constructed by COPMOBA: a pump track, skills features, jump lines, and a dual slalom (the "Improvements").

Due to heavy use, weather exposure, and natural erosion, many of the Improvements now require reconstruction and modernization. COPMOBA has retained Thunderbird Trail Works to design and construct the reconstruction, and has commenced initial improvements in order to demonstrate progress and encourage donations. COPMOBA has submitted to the City a Partnership Funding Proposal describing the reconstruction, its phasing, and its budget, a copy of which is attached hereto as Exhibit 1 and incorporated by this reference as if fully set forth (the "Project").

COPMOBA has requested a City partnership contribution toward the Project. The City has determined to contribute Fifty Thousand and 00/100 Dollars (\$50,000.00) toward the Project. COPMOBA will use the City's contribution to leverage additional private and grant funding sufficient to complete the Project.

This Agreement addresses funding only. It does not amend, supersede, or extend the Use Agreement, which continues to govern COPMOBA's occupancy, use, and maintenance of the property on which the LLSA is located.

### **III. STATEMENT OF MUTUAL GOALS AND BENEFITS**

The City and COPMOBA have determined that an agreement is necessary to describe and define the relationship between the City and COPMOBA regarding the City's funding contribution toward the reconstruction of the LLSA on City property.

In consideration of the mutual covenants contained herein, the City and COPMOBA agree as follows:

- A. **City Contribution.** The City shall contribute to COPMOBA a one-time sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Contribution") for the Project. In the event of any conflict between this Section III.A and Exhibit 1, this Section III.A controls.
- B. **Payment.** The City shall pay the Contribution in a single lump sum within thirty (30) days after the later of (1) the date of the last signature on this Agreement, and (2) the City's receipt of a completed IRS Form W-9 and an invoice from COPMOBA in a form acceptable to the City's Purchasing Division.
- C. **Sole Obligation.** The Contribution is the City's sole and total financial obligation under this Agreement. The City has no obligation to provide additional funds for the Project, to fund any cost overrun or change order, or to fund the ongoing operation, repair, or maintenance of the LLSA. Nothing in this Agreement obligates the City to make any future contribution to COPMOBA.
- D. **Restricted Use of Funds.** COPMOBA shall use the Contribution solely to pay costs of the Project as described in Exhibit 1, including design, construction labor, equipment, materials, and directly related permitting costs. COPMOBA shall not use the Contribution for general operating expenses, administrative overhead unrelated to the Project, fundraising expenses, lobbying, or any purpose prohibited by law.
- E. **Leverage and Matching Effort.** COPMOBA shall use commercially reasonable efforts to secure the balance of the Project funding from businesses, individuals, grantors, and other private sources, and shall identify the City as a partner in the Project in its fundraising communications.
- F. **COPMOBA Responsible for the Work.** COPMOBA is solely responsible for the design, procurement, contracting, construction, inspection, and completion of the Project. COPMOBA shall contract with its contractors in its own name. No contractor, subcontractor, consultant, or volunteer engaged by COPMOBA is an agent, employee, or contractor of the City, and the City is not a party to and assumes no obligation under any such contract.
- G. **Permits and Approvals.** COPMOBA shall obtain all required development permits and approvals for the Project at no cost to the City, consistent with the Use Agreement. Nothing in this Agreement constitutes or substitutes for any land use, building, or other regulatory approval by the City in its governmental capacity.
- H. **Signage.** Any signage installed as part of the Project shall be posted and maintained in consultation with and with the approval of the City, and shall bear rules and regulations for

use of the bike park including language in conformance with Senate Bill 24-058, consistent with the Use Agreement.

I. Reporting and Records. COPMOBA shall provide the City's Parks and Recreation Director:

- (1) a written progress report on or before December 31, 2026 describing work completed to date, funds expended, and funds raised from other sources; and
- (2) a final written report within sixty (60) days after completion of the Project, or within sixty (60) days after the date COPMOBA determines not to complete the Project, accounting for the expenditure of the Contribution.

COPMOBA shall maintain records documenting its expenditure of the Contribution for three (3) years after the final report and shall make those records available to the City for inspection upon reasonable notice.

J. Unexpended Funds. If COPMOBA abandons the Project, or if any portion of the Contribution remains unexpended and uncommitted as of July 1, 2028, COPMOBA shall return the unexpended and uncommitted portion of the Contribution to the City within thirty (30) days after written demand by the City. COPMOBA shall return to the City any portion of the Contribution expended for a purpose not permitted by Section III.D.

K. Recognition. The City shall be recognized as a Project partner in Project signage and in COPMOBA's Project-related publications and announcements. Any use of the City's name, logo, or marks is subject to the City's prior written approval and to the City's brand standards.

L. Ownership of Improvements. Consistent with the Use Agreement, all Improvements placed on or attached to the property by COPMOBA, including all Improvements constructed as part of the Project, shall be and become part of the property and shall be the sole and separate property of the City, subject to the Use Agreement. The Contribution does not create any ownership, leasehold, or possessory interest in COPMOBA beyond the license granted by the Use Agreement.

M. Maintenance. COPMOBA shall maintain the Improvements constructed as part of the Project in accordance with the Use Agreement. Nothing in this Agreement relieves COPMOBA of any maintenance obligation under the Use Agreement.

N. Insurance. COPMOBA shall require each contractor performing work on the Project to carry, at a minimum, commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, automobile liability insurance covering owned, hired, and non-owned vehicles, and workers' compensation insurance as required by Colorado law or a properly executed waiver or rejection of coverage where permitted. COPMOBA shall cause the City to be named as an additional insured on each such commercial general liability policy and shall provide certificates of insurance to the City before construction begins.

O. Governmental Immunity. The City is self-insured up to \$150,000 per claim with excess coverage through an insurance company. It is a member in the Colorado Intergovernmental

Risk Sharing Agency (CIRSA) pool. In addition to these protections the City will avail itself of the protections of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* For claims accruing on or after January 1, 2026 and before January 1, 2030, the law limits liability to \$505,000 per person and \$1,421,000 per occurrence, based on current statutory limits. Nothing in this Agreement waives, or shall be construed as a waiver of, any protection, immunity, defense, or limitation available to the City under the Colorado Governmental Immunity Act or any other law.

- P. Liability. COPMOBA shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the property by the City during the term of this Agreement so long as COPMOBA maintains the Improvements in their designed condition. To the extent authorized by law the City shall defend and hold harmless COPMOBA from premises liability, loss or damage claims or obligations resulting from any injuries or losses of any nature, except for actions that would be considered gross negligence, or willful and/or wanton acts on the part of COPMOBA. This Section restates and does not enlarge the corresponding provisions of the Use Agreement.
- Q. Independent Parties. Nothing in this Agreement creates a partnership, joint venture, agency, or employment relationship between the City and COPMOBA. This Agreement is entered into solely for the benefit of the City and COPMOBA and creates no rights in any third party.
- R. Appropriation. The City's obligation to pay the Contribution is expressly subject to and contingent upon the appropriation of funds for that purpose. This Agreement does not create a multiple-fiscal year direct or indirect debt or financial obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution.
- S. Assignment. COPMOBA shall not assign the terms, benefits, or obligations of this Agreement without the prior written consent of the City.
- T. Termination. The City may terminate this Agreement upon thirty (30) days written notice if COPMOBA materially breaches this Agreement and fails to cure the breach within that period. Upon termination, COPMOBA shall return to the City the unexpended and uncommitted portion of the Contribution within thirty (30) days. Sections III.I, III.J, III.L, III.M, III.O, and III.P survive termination or expiration of this Agreement.
- U. Notices. Notices under this Agreement shall be in writing and delivered by hand, by certified mail return receipt requested, or by nationally recognized overnight courier to the following addresses, or to such other address as a party designates in writing:

City of Grand Junction, Attn: Parks and Recreation Director, 250 North 5th Street,  
Grand Junction, CO 81501, with a copy to the City Attorney at the same address.

COPMOBA, Attn: Executive Director, P.O. Box 4602, Grand Junction, CO 81502.
- V. Entire Agreement. This Agreement, together with Exhibit 1, contains the entire agreement between the parties as to the subject matter of the City's funding contribution and cannot be changed or terminated except by a written instrument subsequently executed by the

parties hereto or as provided in Section III.T. The Use Agreement remains in full force and effect.

W. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the City of Grand Junction, State of Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of the last signature provided.

**COPMOBA:**

*Mel Stockwell*

Print name: Mel Stockwell

Title: Vice President, Colorado Plateau Mountain Bike Trail Association

Date: 08/05/2026

**City of Grand Junction,  
A home rule municipality**

*[Signature]*

Mike Bennett, City Manager

Date: 8.14.26

*[Signature]*

Ken Sherbenou, Parks & Recreation Director

Date:

**APPROVED AS TO FORM:**

*[Signature]*

Jeremiah Boies, City Attorney

Date:

**EXHIBIT 1**

**Lunch Loops Bike Park Reconstruction  
COPMOBA Partnership Funding Proposal**

*[Attach COPMOBA Partnership Funding Proposal here]*