

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF GRAND JUNCTION, COLORADO
AND THE
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT, GRAND JUNCTION FIELD OFFICE**

**PROVIDING FOR COOPERATIVE MANAGEMENT OF RECREATION USE
AT THE LUNCH LOOP AND ON ASSOCIATED
ACCESS POINTS/TRAILHEADS**

I. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) or (“Agreement”) is to establish and define the partnership between and associated roles of the City of Grand Junction (“City”) and the Bureau of Land Management (“BLM”) on the management of the Lunch Loop area. The City and the BLM intend to manage the Lunch Loop cooperatively through this Agreement as an urban interface recreation area. Specific projects and associated responsibilities will be described in detail in subsequent operating plans. Those operating plans will be consistent with the intent of this document. Some upgrades to the trailhead and parking lot at Monument Road have been completed by the City. Other anticipated projects include trail construction and maintenance projects and community clean-up days at the Lunch Loop area.

The Lunch Loop area is south of the City and is bordered by Monument Road, Little Park Road, the Colorado National Monument and private lands. The Lunch Loop area is described as BLM and City lands within T.1S.R.1W. sec. 21, 27, 28, 29, 32, and 33, Ute Principle Meridian. The Lunch Loop contains approximately 1,428 acres of BLM land and approximately 98 acres of City land. The Agreement only addresses those City lands south of Monument Road in the SW 1/4 and SE 1/4 of the SW 1/4 in Section 21 (58 acres) and lands west of Little Park Road and east of BLM lands in the NW 1/4 NW 1/4 in Section 27 (40 acres). (See Attachment 1 - Map.)

II. AUTHORITY

Section 307 of the Federal Land Policy and Management Act of 1976 provides the BLM with authority to enter into MOUs involving the management, protection and development of the public lands.

III. BACKGROUND

The Lunch Loop is a day use recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. BLM estimates for 2004 show that the Lunch Loop area received 30,000 visitor use days. A series of “stacked loops” make up the trail system in the area. The BLM’s intent is to provide a variety of trail distances and challenges for the differing skill levels of visitors. Currently, most trails require an intermediate to expert skill level. The BLM recognizes the need to develop additional trails and design many of these trails for an easy to intermediate skill level. Most trails are narrow (18” to 24” wide) with the exception of the Tabeguache Trail which is 10’ to 15’ wide in most places. Camping, shooting and overnight uses are prohibited in the Lunch Loop area.

The Lunch Loop area is accessed primarily from Monument Road. Parking for users of the trail system is on City property and access is limited to one entrance from Monument Road. This location is commonly referred to as the Monument Road Trailhead. Recent improvements completed by the City include grading, boulder removal, reconfiguration and paving of the parking lot, and installation of wheel stops to designate parking spaces. As a result, parking capacity has nearly doubled at the site.

Because of the high level of use, popularity of the area, and to address public health and safety concerns, the City has installed, at its own expense, restroom facilities at the Monument Road Trailhead. The City shall clean and maintain the restroom facility and parking lot area.

The BLM plans to install a larger, more informative kiosk to replace the current trailhead sign at the Monument Road Trailhead site. The City agrees to cooperate and assist BLM in the placement of the new kiosk sign.

The Lunch Loop area contains a secondary, informal access point off of Little Park Road, on a parcel that is also on City property. That parcel contains trails which connect to the greater trail system on the eastern side of the Lunch Loop area. As lands are developed for residential uses along Monument Road, Little Park Road and the Mira Monte area, and as the City grows, demand for parking at both access points is expected to increase. Improvements to the Little Park parcel are not contemplated at this time but may be made upon later mutual agreement of the parties.

IV. STATEMENT OF MUTUAL GOALS AND BENEFITS

The City and the BLM have determined that an agreement is necessary to describe future management and associated roles of each entity for the Lunch Loop and its access points. The City and the BLM acknowledge the importance of providing public recreation opportunities and use of the area and therefore, through this Agreement, the City and the BLM seek to:

- direct use to designated trails and discourage creation of social trails
- provide for sanitary conditions
- foster public safety
- reduce private property trespass
- provide consistent public information
- improve administrative efficiency and communications between the parties
- provide consistent law enforcement by the BLM (except as provided in Article IV, paragraph 8 hereof) and
- maintain these community amenities as urban interface recreation areas

MEMORANDUM OF UNDERSTANDING

CITY OF GRAND JUNCTION – BLM

August 27, 2009

Page 3

The primary actions for accomplishing these goals will be through:

1. Consistent management of the Lunch Loop as a day use non-motorized use (hike, dog walk, trail run, bike) area. Use and occupancy is prohibited from 11 p.m. to 5 a.m. Exceptions to these hours may be granted on a case by case basis through approval of both parties. No camping or target shooting is allowed.
2. Joint development of a Future Facilities Plan (“Plan”) for the Lunch Loop Trailhead. The Plan should also detail the respective maintenance commitments of both the BLM and the City regarding joint facilities.
3. Development of a Sign Plan which will be developed subsequent to this Agreement. Directional, regulatory, interpretive and/or informational signage needs will be included in the Sign Plan. The Sign Plan will define the message content, ensure consistency of signage and promote this partnership. The Colorado Sign Standards will be adhered to (see Attachment 2).
4. Cooperative development and management of trails and trail systems to accommodate existing and future use. Trails are on both City and BLM lands. The parties will reasonably support each others’ efforts to create and maintain a sustainable trail system. Support, if authorized, may take many forms including funding of specific projects, provision of labor, material, supplies, promotion of the adopt-a-trail program, and/or promotion of trail work days.
5. Development of a consistent protocol on commercial, competitive or organized group use of the Lunch Loop. The BLM requires permits for special events and use of BLM lands for demonstration events. The City will administer site use permits for activities that are solely on the City of Grand Junction property. Activities utilizing both City and BLM lands will be permitted using consistent permit application procedures and approval between the City and the BLM. The BLM will communicate event schedules with the City and will require permittees to cover the “City of Grand Junction” as an “additional insured” and equally, the City will communicate event schedules to the BLM.
6. Cooperative development and management of necessary trail-based infrastructure (trailheads, other facilities). The standard for development of all facilities is primitive, or BLM Class C. Development must meet but may exceed the standard. Specific developments will be addressed in subsequent operating plans. The parties will reasonably support each others’ efforts to develop and manage this infrastructure as described in the operating plan. Support may take many forms including funding of specific projects, provision of labor, material, supplies, promotion of the adopt-a-trailhead program, and/or promotion of trailhead work days.

MEMORANDUM OF UNDERSTANDING

CITY OF GRAND JUNCTION – BLM

August 27, 2009

Page 4

7. Work with entities outside of this partnership to accomplish Agreement goals. These entities include but are not limited to Mesa County, Plateau Mountain Bike Trail Association, the Mesa Monument Striders, the Mesa State Cycling Team, and/or the neighbors to Lunch Loop.

8. Each entity will participate in patrolling activities of the Lunch Loop. The Grand Valley Mountain Bike Patrol, Citizens on Patrol, Live Well participants and other willing partners will be encouraged to patrol the Lunch Loop trails and trailheads. Enforcement of applicable rules and regulations will occur by each party within the limits of its jurisdiction, authorities and staffing availabilities. The BLM has no regulatory authority on City of Grand Junction owned property and BLM Law Enforcement Officers cannot issue citations on City owned property. Law enforcement actions at the Lunch Loop Trailhead, as it is solely City of Grand Junction property, can only be done by the City of Grand Junction. Patrol logs will be shared between the two parties. Each entity will promote use of the dog waste program.

9. Each entity will be recognized in Lunch Loop promotion material including brochures, maps, and/or media tours regardless of which party is producing the product.

10. The parties agree to meet annually to discuss this Agreement and subsequent operating plans. The parties agree to meet more frequently, if needed, to address emerging issues.

11. Final decisions on the ultimate land ownership for both the City property at Monument Road and the Little Park Road parcel have yet to be made. The City is interested in exploring a land exchange with the BLM. Both parties agree to further explore land exchange opportunities which are governed by BLM regulations at CFR 2200.

V. THE AGREEMENT DOES NOT:

1. Alter or relinquish responsibility for management of non-recreational resources by either party within its jurisdiction or authority.
2. Modify or alter any existing established rights or agreements.
3. Modify, in any way, the respective duties, obligations, rights, privileges, legal defenses or immunities of the parties.
4. Obligate the parties to exchange and/or sell land.

VI. IT IS MUTUALLY AGREED:

1. This Agreement can be revised as deemed necessary by the mutual consent of each entity, in writing and upon signature of the authorized officers.
2. This Agreement is subject to termination by either party without cause by providing six months' written notice to the other party.
3. This Agreement is in effect for an initial term of five (5) years as of the date of the last signature. After expiration of the initial five (5) year term, this Agreement shall automatically renew for successive five (5) year terms. If a party to the Agreement chooses not to renew, they will provide the other party six months' written notice prior to the expiration date of the Agreement.
4. No funds will be transferred between the parties as a result of this Agreement. Transfer of funds would be accomplished, if at all, through a separate document.

VII. DESIGNATED POINTS OF CONTACT

1. For the purposes described in this MOU and to facilitate communication, Chris Ham, Recreation Program Manager, will serve as the primary point of contact for the BLM.
2. For the purposes described in this MOU and to facilitate communication, Rob Schoeber, Parks and Recreation Director, will serve as the primary point of contact for the City of Grand Junction.

The parties have executed this MOU as of the last day written below.

BUREAU OF LAND MANAGEMENT

By: Catherine Robertson
Catherine Robertson, Grand Junction Field Manager

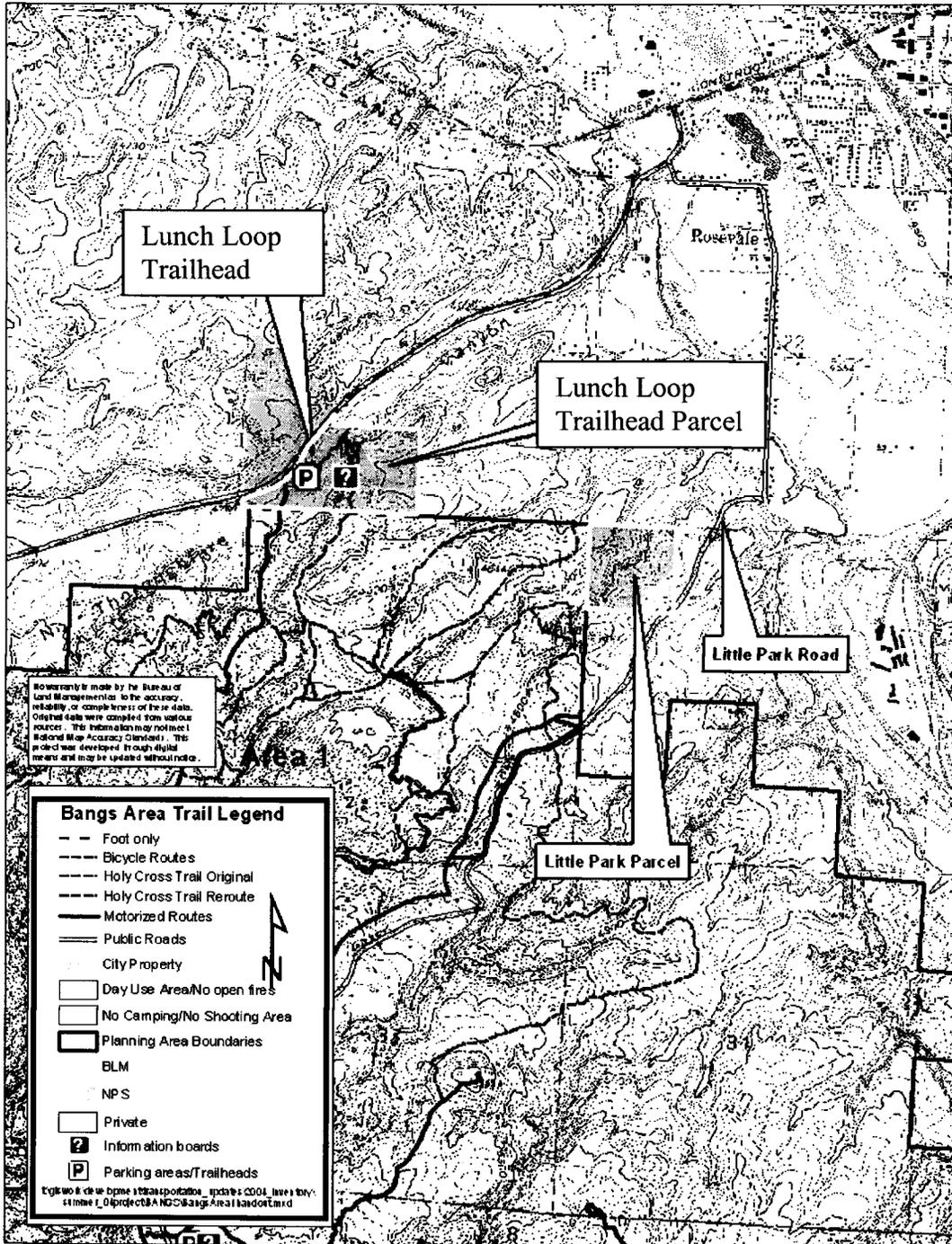
8/27/09
Date Signed

THE CITY OF GRAND JUNCTION, a
Colorado home rule municipality,

By: Laurie M. Kadrich
Laurie M. Kadrich, City Manager

9-1-09
Date Signed

ATTACHMENT #1



ATTACHMENT 2

COLORADO SIGN STANDARDS

Travel Management Signs for Public Lands in Colorado

Background

Travel management sign standards were developed by the Colorado Natural Resource Group in 1998. The CNRG includes the BLM, USFS, NPS, State Parks, Division of Wildlife and Colorado State Forest Service. BLM has agreed to adhere to these sign standards.

Standards for All Signs

These signs are intended to inform the traveler on what the travel management direction is for an area, road or trail.

Color:

Color on the signs will be white on brown.

Symbols:

Federal recreation symbols are used on these signs. To ensure consistency, the symbols are as follows: hiker (RL-100); horse (RL-110); bicycle (RL-090). There will be no additions or substitutions. Always use international symbols, and ensure that they are the current symbols.

Symbols will be reflectorized.

A red slash across a symbol will be used to display closures. No other color than red should be used for the slash.

Consistency is the key to the success of these signs. Whenever symbols are used, the order of placement will be: hiker, horse, bicycle. Any of the symbols may be eliminated when appropriate, but the remaining order will be maintained.

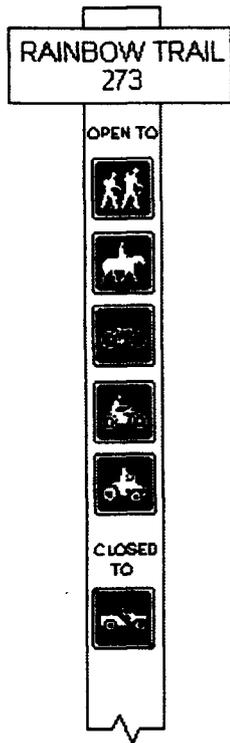
Material:

Travel management signs will not be constructed on paper or poster type materials.

Fonts:

The fonts will be Gothic C, standard highway fonts. The lettering size will not be smaller than one half inch.

Trail Sign



Standard Format

Travel Management signage for trails is critical in today's world. The trail users want to know what modes of travel are allowed on the trail they are ready to use, as well as what modes of travel are prohibited on that trail.

Trailhead Signage

All trailheads should have travel management signage regardless of the level of development at the trailhead. At a minimum, the user should see the name and number of the trail, with travel management information clearly displayed as a sign assembly. See diagram at left.

The trail name and trail number should read horizontally. The travel management should be displayed vertically. A destination is optional for the trail sign. Follow responsible agency's manual direction on proper wording, abbreviations, and placement of text for direction signs.

Placement of International Symbols

To show the travel modes allowed, use the words "Open To" and show the international symbols below. Display the modes of travel that are prohibited using the words "Closed To" with a red slash across the international symbol below.

Symbol Size

The size of symbols for trail usage is 3x3 inches for each symbol.

Agency Logos

The agency logo(s) may be placed at the bottom of the vertical travel management sign. It can be smaller than the 3x3 international symbol. Consider keeping it white on brown.

Placement of Travel Management Signs

Travel management signing need not be on every trail sign along the trail corridor. Travel management signs should be placed at the trailhead, and at trail junctions where travel management is changing, or needs reinforcement.

SUPPLEMENTAL AGREEMENT TO THE

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE BLM PROVIDING FOR THE COOPERATIVE MANAGEMENT OF THE RECREATION USE AT THE LUNCH LOOP AND ON ASSOCIATED ACCESS POINTS/TRAILHEADS

AND

MEMORANDUM OF AGREEMENT BETWEEN THE CITY AND COPMOBA PROVIDING FOR USE OF CITY PROPERTY FOR THE LUNCH LOOP SKILLS AREA (LLSA) DEVELOPMENTAL BIKE PARK

THIS AGREEMENT, made this 19TH day of April 2011, by and between the City of Grand Junction (hereinafter "City") and the United States Department of the Interior, Bureau of Land Management (hereinafter "BLM") and the Colorado Plateau Mountain Bike Trail Association Inc. (hereinafter "COPMOBA") and is made and subject to the following:

RECITALS

The City, the BLM and COPMOBA have a strong and productive relationship concerning the development, improvement and maintenance of recreational trails and trail access at the Lunch Loop area west of the City. The Lunch Loop area is more particularly defined in the MOU and the MOA referenced above and attached hereto. The description of the land and the recent improvements referenced therein are incorporated by this reference as if fully set forth.

Due to the overwhelming success of the efforts of the BLM, the City and COPMOBA to increase the capacity of the Tabeguache trailhead as well as increase the safety and enjoyment of the users of the Lunch Loop trail system and bike park, COPMOBA, the City and the BLM, by this agreement, do enter into the next phase of improvements and development for the Lunch Loop area. A schematic drawing of the improvements to be performed with this phase of construction is attached as Exhibit A and is incorporated by this reference as if fully set forth.

NOW THEREFORE, the parties agree as follows:

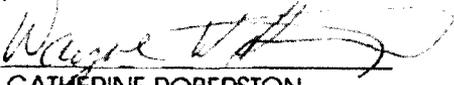
- 1) That as necessary or required this agreement shall be deemed to modify the MOU between the City and the BLM and the MOA between the City and COPMOBA. The underlying agreements shall remain in full force and effect and the purposes there for shall continue. It is the intention of the parties that the scope of the work identified in those agreements is all that be changed. To that end each party for itself agrees as follows.
- 2) The City will provide on an "as available basis" the engineering of the project as well as construction management and oversight of the construction of the parking lot. The plan generally anticipates expansion of the existing parking lot to include approximately 45 additional spaces. The City shall use its forces or those donated to it to fill, grade and surface the lot. Surfacing shall be accomplished with recycled asphalt millings donated by the City. The cost of fill shall be equally borne by the parties. It is the hope of the parties that the parking lot improvements will be completed on or before December 31, 2011.
- 3) The BLM will provide on an "as available basis" the supervision of the labor that will construct the additions to the bike park, including but not limited to the construction of a

"pee wee" pump park, the expansion of the start hill in the existing bike park and the relocation of exiting trails that may interfere with the new and enhanced bike park activities. It is the hope of the parties that the bike park construction will be completed on or before DEC 31, 2011.

- 4) Furthermore, the BLM will provide on an "as available basis" the supervision of the labor that will construct the fence shown on Exhibit A. It is the hope of the parties that the fencing improvements will be completed on or before DEC 31, 2011.
- 5) Because the labor will be principally performed by inmate crews there will be no cost for it to the parties.
- 6) COPMOBA will provide on an "as available basis" volunteer labor in support of the project.
- 7) Furthermore, COPMOBA will provide the materials necessary for the construction of the fence and for the improvements to the bike park.
- 8) Except as otherwise specifically provided herein, this Agreement may be altered, amended, modified or revoked by writing only, signed by all of the parties hereto.
- 9) If any part, term or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term or provision and the rights of the parties will be constructed as if the part, term or provision was never part of the Agreement.
- 10) The terms of this Agreement are not mere recitals but are contractual in nature. The persons signing have and are duly and lawfully possessed with authority to bind the entity for which the person signs.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures to this Agreement.

BLM

By: 

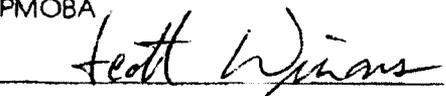
CATHERINE ROBERSTON

CITY OF GRAND JUNCTION

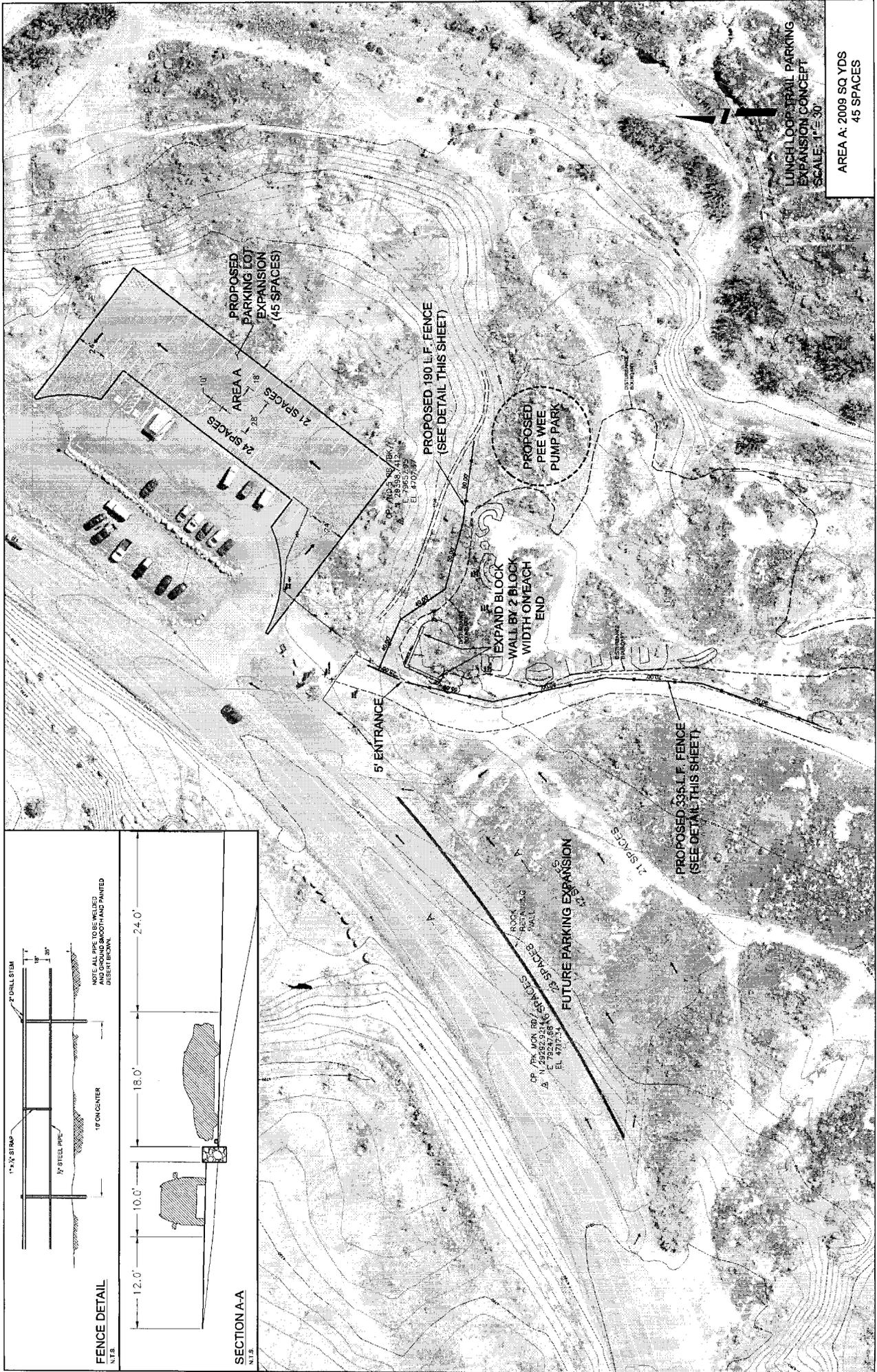
By: 

LAURIE KADRICH

COPMOBA

By: 

SCOTT WINANS



LUNCH LOOP TRAIL PARKING
 EXPANSION CONCEPT
 SCALE: 1" = 30'

AREA A: 2009 SQ YDS
 45 SPACES

