

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF GRAND JUNCTION, COLORADO  
AND THE  
COLORADO PLATEAU MOUNTAIN BIKE TRAIL ASSOCIATION INC.  
(COPMOBA)**

**PROVIDING FOR USE OF CITY PROPERTY FOR 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 the construction of the Lunch Loop Skills Area (LLSA) Developmental Bike Park on City property. The City and the COPMOBA intend for COPMOBA to construct and to manage the LLSA through and under this Agreement as a feature of the City and BLM’s Lunch Loop urban interface recreation 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.

**II. BACKGROUND**

The Lunch Loop is a day use recreation area managed for non-motorized (hike, trail running, dog walking, bike) trail opportunities. Pursuant to this agreement COPMOBA will be building and maintaining a developmental bike park with four distinctive features. Those features are a pump track, a skills feature, jump lines and a dual slalom. Those features are more particularly described in the LLSA Project Proposal attached hereto as Exhibit 1 and incorporated by this reference as is fully set forth.

It is COPMOBA’s intent is to provide a learning opportunity to beginning mountain bike riders. Currently, most trails require an intermediate to expert skill level. COPMOBA recognizes the need to develop additional trails and features for an easy to intermediate skill level.

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 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. COPMOBA intends to further enhance the area with its improvements.

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

The City and the COPMOBA have determined that an agreement is necessary to describe and define the relationship between the City and COPMOBA regarding the construction and maintenance of the LLSA Developmental Bike Park ("LLSA") on City property.

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

- A. The City does hereby license and authorize COPMOBA to occupy and use, under the terms and conditions of this Agreement, the following described real property in the County of Mesa, State of Colorado, to wit:

An aerial photograph is attached hereto as Exhibit 2 and is incorporated by this reference as is fully set forth. Exhibit 2 further depicts and describes "the Property."

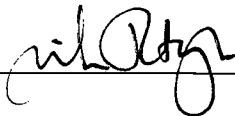
- B. The term of this Agreement shall be for ten (10) years (First Term), commencing on midnight September 24, 2010 and expiring on midnight September 24, 2020.
- C. If the COPMOBA performs pursuant to this Agreement, the City hereby gives and grants to COPMOBA an option to extend this Agreement for two (2) successive ten (10) year periods, (Extended Terms) each commencing upon the expiration of the prior term, upon the same terms and conditions as herein set forth.
- D. In order to exercise an option for an Extended Term, COPMOBA shall give written notice to the City of its intention to exercise the option not less than ninety (90) days prior to the expiration of the First Term and any Extended Term of this Agreement.
- E. The City agrees to license COPMOBA to use the Property, during the First Term and any Extended Term or Terms, for the sole and exclusive consideration of the cost of construction of the improvements and the continuing improvement thereto.
- F. COPMOBA agrees to use the Property to construct, operate and maintain thereon a developmental bike park. COPMOBA may use/allow the use of the bike park for its purposes; however, COPMOBA may not lease, rent or otherwise charge for or receive compensation for use absent written agreement by the City.
- G. COPMOBA shall post, in consultation with and approval of the City, signs bearing rules and regulations for the use of the bike park.

- H. The City shall not use nor permit the Property to be used in any other fashion or in any manner during the term of this Agreement.
- I. COPMOBA shall obtain any and all required development permits at no cost to the City. If COPMOBA is not able to obtain a permit and/or construct the Improvements on the Property on or before December 31, 2010, then this agreement shall be deemed null, void and of no effect.
- J. COPMOBA shall maintain during the First Term and any Extended Term or Terms of this agreement all aspects of the Property, including but not limited to the appearance and integrity of the Improvements; specifically the Improvements shall be maintained in good order, good appearance and condition similar to that of their design.
- K. If COPMOBA refuses or neglects to perform maintenance work required under the terms hereof within forty-five (45) days after written demand or COPMOBA fails to complete such repairs or perform maintenance within a reasonable time thereafter, the City may, without any obligation or requirement to do so, enter on the Property and make such repairs or perform maintenance without liability to the City. If the City makes such repairs or performs such maintenance, then COPMOBA shall pay to the City, on demand, the cost thereof with interest at the rate of fifteen percent (15%) per annum from the date of the repairs until paid by the COPMOBA.
- L. 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 or any extension thereof so long as COPMOBA maintains the Improvements in their designed condition.
- M. 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.
- N. The City is self-insured up to \$150,000 per claim with excess coverage through Lloyd's of London. 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.*). The law limits liability to up to \$150,000 per person and up to \$600,000 per occurrence, based on current statutory limits. So long as the City is insured through CIRSA or an equivalent organization, the City shall have no obligation to purchase public liability insurance and other coverage for protection against liability for damage claims through public use of, or arising out of accidents occurring in and around the Property.

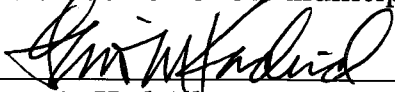
- O. COPMOBA shall not assign the terms, benefits or obligations, of this Agreement without the prior written consent of the City.
- P. Unless otherwise agreed by the parties, all Improvements placed on or attached to the Property by COPMOBA shall be and become part of the Property. The Improvements shall be the sole and separate property of the City, subject to this Agreement. Upon the expiration or termination of the Agreement the City may use, modify or dispose of the Improvements, in its sole discretion as it sees fit.
- Q. In the event the improvements on the Property become destroyed or substantially injured by any means, COPMOBA shall either promptly rebuild and restore the improvements or such portion as may have been injured or destroyed, or clear the damaged or destroyed improvements from the Property. If COPMOBA determines not to perform repairs or to otherwise make the premises useable or occupiable, the City may terminate this Agreement by giving its notice to the COPMOBA that this Agreement is terminated.
- R. This Agreement contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.
- S. 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 first above written.


COPMOBA:

  
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The City of Grand Junction, a  
Colorado home rule municipality

  
\_\_\_\_\_

Laurie Kadrich

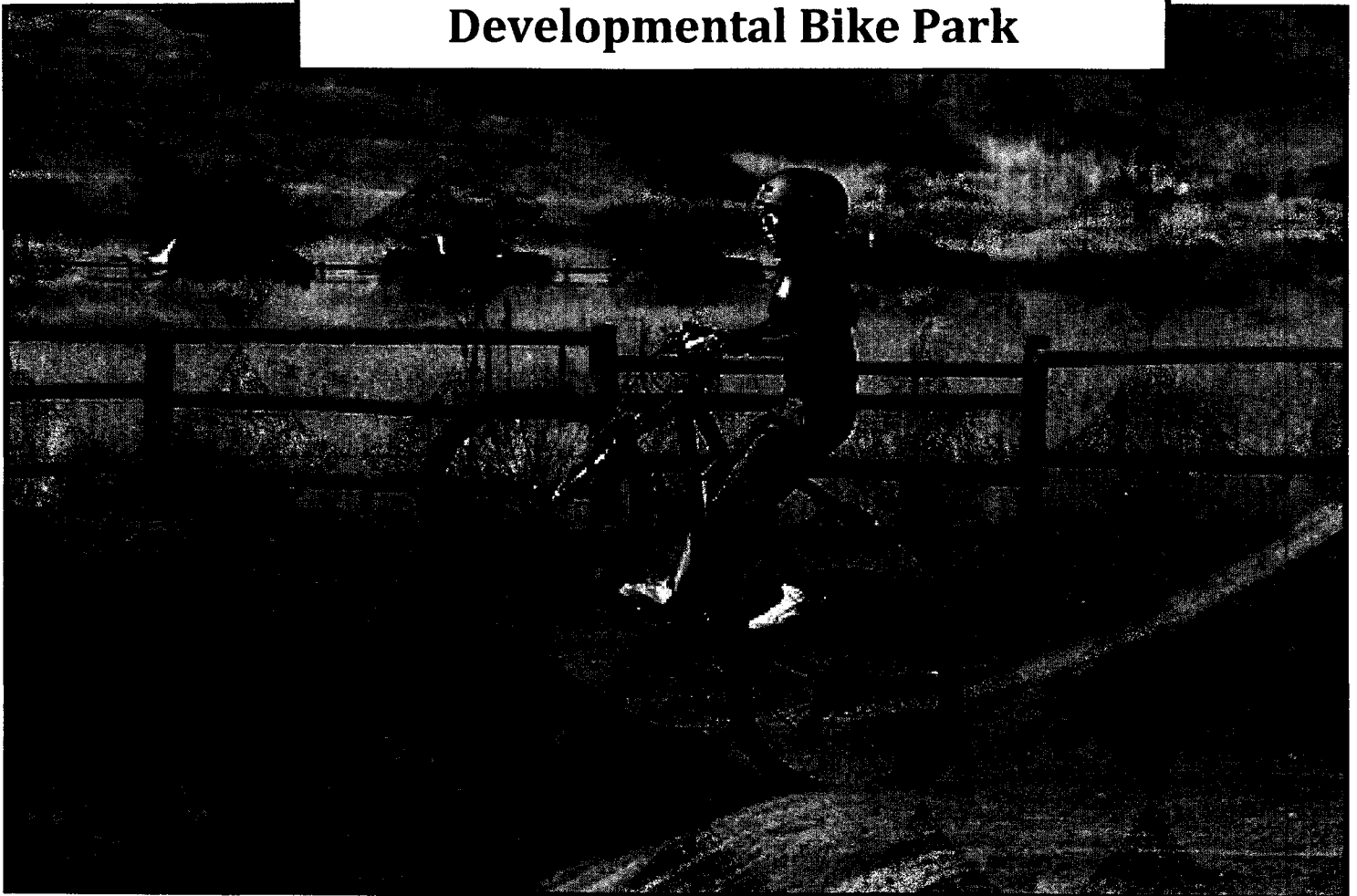
  
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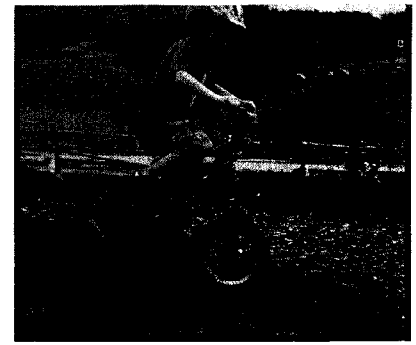
Rob Schoeber



**EXHIBIT 1**

**Lunch Loop Skills Area (LLSA)  
Developmental Bike Park**





## LLSA Project Proposal

July 2, 2010

Jen Taylor, COPMOBA Board of Directors

[trails@copmoba.org](mailto:trails@copmoba.org) or [jen.taylor@mountainkhakis.com](mailto:jen.taylor@mountainkhakis.com)

970-250-9682

### Concept

Bike-skills parks connect kids with nature, recreation & FUN! COPMOBA is building a developmental bike skills-park for girls, boys and adults of all ages and abilities at the trailhead of our world-renowned Tabeguache Trail system in Grand Junction, Colorado.

### Mission

To instill a lifelong passion for outdoor recreation, mountain biking and trail ethics by facilitating bike handling skills, self-confidence, physical health and FUN in the outdoors!

### Vision

The community-based bike-skills park will **serve** as a template for additional community parks in the region, **support** the positive impacts mountain biking has on our community's physical health and economic well-being, and **inspire** the next generation of trail stewards, mountain bikers & outdoor recreationalists.

### What is a Developmental Bike Park?



A controlled, terrain-oriented area devoted to the development of bike skills; including technique, bike handling, balance, cadence, agility, technical maneuverability and confidence. These skills translate to singletrack trail riding and help mitigate injury and risk in remote areas.

**Building** bike parks develops a sense of volunteerism, stewardship, ownership, mentoring and purpose for our community's youth. **Recreating** in bike parks develops trail ethics, etiquette, and builds self-confidence, strength, and a connectedness with nature. Bike parks inspire future outdoor recreationalists, which represent millions of dollars to our economy in future decades.

### LLSA Overview

According to the International Mountain Bike Association (IMBA) and the BLM, COPMOBA has inspired trail organizations the world-over with our interpretive trails, "Rustler's Loop" and "Kid's Meal". These beginner trails are purposefully designed to educate riders of all

ages on fundamental bike handling skills, singletrack etiquette and local flora/fauna/geology. These trails have been replicated throughout the U.S., Europe and Canada.

With COPMOBA's success inspiring and educating new riders and trail users, IMBA recently launched their "Gateway Trails" initiative. The concept is to link new riders to trails by first providing them with a controlled environment to test and develop their skills while instilling a passion for outdoor recreation and the trail. Skills features such as flowing 'rollers', jumps and technical maneuvers help riders incrementally improve their skills.



Riders then utilize these skills on the remote singletrack trails, thereby mitigating risk of injury and increasing

the 'fun factor'.

Bike parks assist land-use managers with deterring rogue trailbuilding, hazardous jumps and 'poached lines', which cause danger to riders and damage to terrain.

### **Location**

The LLSA will be located at the Tabeguache "Lunch Loop" Trailhead on Monument Road in Grand Junction, Colorado. The trailhead is approximately 2 miles from downtown Grand Junction and is accessible via bike path, which is an important factor for youth access to the park. The trail system is widely known as a global destination for mountain bike and trail enthusiasts. Per a cooperative survey performed by the BLM in conjunction with Mesa State College, the Tabeguache trail system experienced 50k unique user days in 2009 alone.

The property is owned by the City of Grand Junction, which has a Memo of Understand (MOU) with the BLM on development and maintenance of the terrain. COPMOBA received approval from the BLM to build the LLSA, and received preliminary approval from the City. According to the City, based on the existing, designated mountain bike and trail-recreation use, the existing structural improvements (including parking lot and restroom facilities), they agree with the location and the concept. We are currently in the approval process.

### **Features**

The LLSA features will include:

- **Pump Track:** this is a primary step in skills development and will be located closest to the parking lot. The pump track is a continuous loop designed to be ridden on a bike without pedaling. The track will consist of a series of rolling bumps (rollers) and banked corners (berms) that allow the riders to gain momentum. The LLSA pump track will be an irregular-oval shape with a berm at each end and rollers in between. Smaller loops will be contained in the center of the track for tighter turns. The pump track will be located next to the parking area for ease of access and visibility for parents

- **Skills Features:** designed to improve technical agility. LLSA will incorporate 'alternate skills lines' into the existing "Kid's Meal" singletrack trail that circumnavigates the Lunch Loop trailhead area. Features and/or lines will be natural in construction by utilizing native materials and will challenge riders to navigate obstacles in the trail by riding over or around them
- **Jump Lines:** rows of consecutive dirt jumps designed to be ridden at speed, lifting the rider in the air, providing a calculated angle for a smooth landing while building momentum for the next jump. LLSA will have three developmental jump lines. The beginner line will contain ~20 jumps at approximately knee-height (20"-30"); the intermediate line, ~18 jumps at approximately waist-height (30"-50"); and the advanced line, ~16 jumps at approximately head-height (50"-70")
- **Dual Slalom (DS):** a ski-inspired track which challenges two riders against each other on two identical side-by-side tracks with the same jumps and berm, and a rider on each track. DS combines all of the aforementioned skills features, and combines them with the speed normally encountered on a singletrack-trail descent

### **Timeline & Construction**

LLSA design, construction and maintenance will utilize volunteers throughout, and will be managed by Singletrack Trails Inc, an IMBA-certified professionally licensed and insured trailbuilding firm. A realistic timeline includes:

- 9/15/10: Notice to proceed from City of Grand Junction
- 9/15 - 9/30/10: Secure equipment rentals, order signs, finalize on the ground layout, and mobilize to worksite
- 10/1 - 10/15/10: Complete construction portion of project, including volunteer workdays, create alternate skills lines on Kid's Meal Trail

Construction of the LLSA will include volunteer-powered site remediation from the 1950's, 60's and 70's when the area was used as an illegal trash disposal area. Beautification is a significant aspect of the LLSA project. The LLSA site covers approximately 4 acres and is out of the viewshed of traffic and residences. The skills features incorporated into Kid's Meal will cover approximately 3.8 miles of singletrack. The LLSA is immediately accessed from the parking lot, increasing parent visibility and engagement, quick emergency access, reduces damage caused by equipment in the construction phase, and easy maintenance access.

COPMOBA and Singletrack Trails have developed an annual major-maintenance agreement. Throughout the year, volunteers in cooperation with area bike shops will regularly maintain the LLSA.

### **Volunteerism**

Construction of the LLSA will involve both professional and volunteer labor. Volunteers will consist of families, adults and kids for a total of 70 individuals contributing approximately 400 work hours. Volunteers will be managed and instructed by professional



trail crew leaders. COPMOBA and corporate sponsors will provide refreshments and volunteer-appreciation items such as t-shirts, water bottles, etc.

### **Budget & Funding**

Total cost of the LLSA is \$43,525 (see Budget document). In July, 2010 COPMOBA received a \$10,000 grant from REI toward the LLSA project. Private donations have accrued \$2500 to date. Remaining funds will be secured with area businesses and individuals, as well as grant applications to GOCO and the Pepsi Foundation's "Refresh Project". COPMOBA is also working on bike skills development park projects in Fruita and Palisade, CO, to be constructed in 2011 and 2012.

### **Media & Press Coverage:**

Press releases will be distributed to local and regional media sources with each grant approval; including Daily Sentinel, Free Press, all Radio and TV sources, COPMOBA, REI and other sponsors' newsletters (many thousands represented in combined databases) as well as international cycling industry and outdoor industry press sources. Volunteer construction days will be heavily promoted via Public Service Announcements (PSA's), printed flyers and COPMOBA and REI newsletters – all grantors and sponsors will be included in announcements and marketing materials.

### **LLSA Proposal Quick-Facts:**

- Total Budget: \$43,525
- Total Funds Received to Date: \$12,500
- Target Age Group: 18 + under
- Ethnicity: n/a
- Gender: Girls + boys
- Population Served: Families; 149k people of which 34k are ages 18 + under
- Total Volunteers: 70 people
- Total Volunteer Hours: 400 hours
- Total Adult Project Participants: 80
- Total Youth Project Participants: 60
- Total Miles Developed/Maintained: 3.8
- Total Acres Restored: 4+
- Project Timeline: 8/1/10 – 10/25/10
- LLSA Agency Involvement: Bureau of Land Management (BLM), City of Grand Junction, Grand Junction Parks & Recreation Department, Singletrack Trails Inc, Recreational Equipment Incorporated (REI) and Colorado Plateau Mountain Bike Trail Association (COPMOBA)
- COPMOBA is a registered 501(c)3 non-profit organization
- COPMOBA Federal Tax ID# 84-1130981

### **Important COPMOBA & LLSA Facts:**

- In 2009, COPMOBA trails contributed \$24MM+ to Fruita, Grand Junction & Palisade Colorado's tourism and economic diversity (source: BLM)

- In 2009, the primary COPMOBA trail systems (Kokopelli, Tabeguache & North Fruita Desert) experienced a total of 163k unique user days (source: BLM)
- The LLSA is located at the Tabeguache trailhead, which experienced 50k unique user days alone
- The LLSA will serve a community population of 149k, of which 34k are ages 18 & under (source: U.S. Census Bureau)
- In 2009, COPMOBA became the first U.S. trail advocacy organization inducted to the Mountain Bike Hall of Fame
- In 2009, COPMOBA was awarded the BLM "Volunteer Organization of the Year" award
- In 2010, COPMOBA was awarded the U.S. Department of the Interior "Take Pride in America" Award – one of a handful of U.S organizations to receive the award
- In July, 2010 COPMOBA received a \$10k grant from REI specifically for the LLSA

### **About COPMOBA:**

In 1989, a visionary group of mountain bikers worked tirelessly with Colorado Plateau land-use agencies to establish the first interstate mountain bike trail, "Kokopelli's Trail" from Fruita, CO to Moab, UT. As a result, COPMOBA was formed to advocate for, design, build and maintain the now-extensive and world-famous 1500+ miles of singletrack and doubletrack trails in western Colorado and eastern Utah. Trail systems include Kokopelli's, Tabeguache, and Paradox, as well as the Grand Mesa, Palisade, Gateway, and Ridgway, Colorado trail systems. Through volunteer trail construction and maintenance projects, land-agency advocacy and fundraising efforts we act as a positive voice for mountain biking and trail recreation, dedicated to the development and maintenance of mountain bike and singletrack trails on the Colorado Plateau.

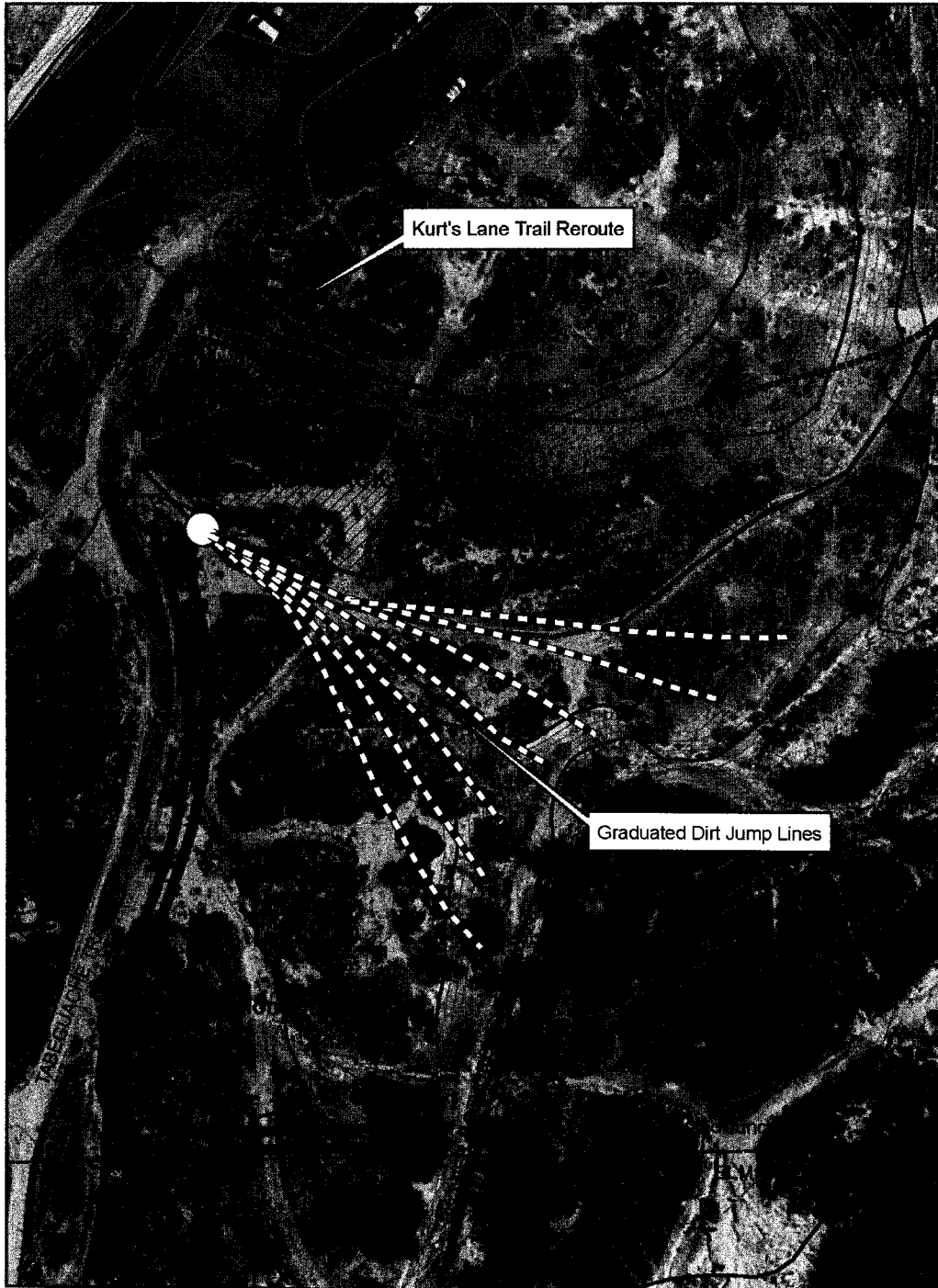
Website: [www.copmoba.org](http://www.copmoba.org)

Facebook: COPMOBA

For more information about COPMOBA and the Lunch Loop Skills Area Project, contact Jen Taylor at 970-250-9682  
[trails@copmoba.org](mailto:trails@copmoba.org) or [jen.taylor@mountainkhakis.com](mailto:jen.taylor@mountainkhakis.com)

**EXHIBIT 2**

# LUNCH LOOP SKILLS ENHANCEMENT FEATURES



Kurt's Lane Trail Reroute

Graduated Dirt Jump Lines

## CONCEPTUAL PLAN

wbt, 5/18/10