

MEMORANDUM OF AGREEMENT

**DEMONSTRATION PROJECT
OFF-ROAD CYCLING AT THEODORE
WIRTH PARK**

Between

Minneapolis Park and Recreation Board (MPRB)

And

Minneapolis Off-road Cycling Advocates (MOCA)

And

Minnesota Off-Road Cyclists (MORC)

April 14, 2004

1. BACKGROUND

At the March 19, 2003 Minneapolis Park and Recreation Board (MPRB) meeting, the Minneapolis Off-road Cycling Advocates (MOCA) presented a proposal to develop designated off-road cycling trails in the Minneapolis Park System. The proposal included a long-term plan that would incorporate off-road bicycle trails in various locations, and a short-term plan that makes designated trails in Theodore Wirth Park. In response to MOCA's request, Park Commissioners directed staff to work with MOCA to develop a formal agreement that would address maintenance, costs, user conflicts, overuse, and other factors associated with providing off-road bicycle trails at Theodore Wirth Park.

Accordingly, this Memorandum of Agreement between MPRB and MOCA and MORC addresses a range of issues associated with conducting and evaluating an off-road cycling Demonstration Project at Theodore Wirth Park. At the conclusion of the Demonstration Project, MPRB will determine if a network of designated off-road cycling trails can be incorporated in the Minneapolis Park System, and how it will be financed in the long term.

On October 14, 2003, the MPRB approved the consultant agreement for the development of the Wirth Park Winter Recreation Master Plan that will consider the feasibility of expanding the commercial winter sports venue in Wirth Park. The establishment of an off-road cycling trail in the designated Demonstration Project area of Theodore Wirth Park will be consistent with, and coordinate with, the development of the Wirth Park Recreation Master Plan and the Luce Line paved bike trail to be developed by Three Rivers Park District, previously approved by the Park Board.

2. DEMONSTRATION PROJECT GOALS

MPRB Goals:

- To determine if sustainable, safe and low maintenance off-road trails can be established in the Minneapolis Park System in a manner that both challenges local off-road cyclists and protects natural resources.

MOCA Goal:

- To conduct a successful off-road cycling demonstration project in Theodore Wirth Park, in accordance with the requirements of the Memorandum of Agreement, and as a result achieve the creation of an off-road cycling network in portions of the Minneapolis Park System.

3. TIMEFRAME

This Memorandum of Agreement shall be in effect from the date it is approved by the Park Board until the Demonstration Project is complete. The timeframe of the Demonstration Project shall be 12 months from the time that the trails are established and ready to ride. It is anticipated that trail construction will commence in Spring 2004 and be ready to ride in Fall 2004. Therefore, the Demonstration Project will be evaluated in Fall 2005.

4. LOCATION

Refer to Appendix 1 for Demonstration Project Concept Map showing trail location within the Theodore Wirth Park - north of Highway 55, west of Wirth Parkway and Theodore Wirth Golf Course and east of Twin Lakes.

5. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Agreement may cancel this Agreement upon thirty (30) days written notice. If MOCA fails to fulfill its obligations under this Agreement in a proper and timely manner, or otherwise violates the terms of this Agreement, the MPRB has the right to terminate this Agreement, if MOCA has not remedied the default fourteen (14) days after receipt of the written notice of the default.

6. RISK MANAGEMENT

All volunteer work associated with the pilot project and undertaken by MOCA volunteers will be covered by MORC's liability insurance. The Park Board will be named as additional insured. A Certificate of Insurance is attached as Appendix 2. All regular use of the off-road cycling trails will be covered by MPRB's liability insurance coverage.

The following risk management strategies will be incorporated in the pilot project:

- Approval of trail design by MPRB staff prior to construction**
- Attendance by MPRB staff during trail construction and maintenance**
- Regular inspection of the trails by MPRB staff**
- Notice placed on signs and fliers that cyclists use trail at their own risk.**

7. PERMITS/CONSTRUCTION

Following approval of the MOA by the Park Board, and prior to construction of trails, all necessary permits must be obtained from regulatory agencies. Permit application costs will be covered by MOCA, unless given exemption by the applicable regulatory authority. The Project must follow the MPRB Construction Permit process.

After the trails have been established, as built drawings will be provided to the MPRB for future reference.

8. TRAIL DESIGN STANDARDS

- 1. MOCA will re-design and build contour trails with grade reversals and grade dips according to IMBA design standards as outlined in “Building Better Trails,” (IMBA 2001).**
- 2. Trails will be designed and maintained in accordance with best practice standards in sustainable trails. A sustainable off-road cycling trail system:**
 - supports current and future use with minimal impact to the area’s natural systems**
 - produces negligible soil loss or movement while allowing vegetation to inhabit the area**
 - recognizes that pruning or removal of certain plants may be necessary for proper maintenance**
 - does not adversely affect the area’s animal life**
 - requires minimal rerouting or long-term maintenance.**

9. MONITORING AND MAINTENANCE

- 1. MOCA and MPRB will periodically inspect the trails to determine maintenance needs, monthly or as required.**
- 2. MOCA will be responsible for the maintenance of established off-road cycling trails in Theodore Wirth Park.**
- 3. MOCA will notify Maintenance and Forestry Operations of any volunteer trail maintenance it intends to carry out and will receive approval to maintain the trails as proposed prior to commencing works.**
- 4. MPRB staff will contact a MOCA representative (see Appendix 3) to report maintenance needs (e.g., damage to existing trails and removal of undesignated trails).**
- 5. MOCA will complete minor repairs within two weeks of the request and major repairs within one month.**
- 6. MOCA will be responsible for following the Minneapolis Park and Recreation Board volunteer guidelines in carrying out trail maintenance. In addition, volunteer activities must have at least one MPRB paid staff on site.**

7. MOCA will notify Operations and Forestry of major tree or limb falls and any other maintenance requiring power tools in a timely manner.
8. MPRB will remove major tree or limb falls and conduct maintenance requiring power tools, or close the trail.
9. MOCA will arrange for the North Central Mountain Bike Patrol to patrol the Demonstration Project area on a regular basis.

10. CHANGES IN TRAIL ALIGNMENT

1. All changes in trail alignment will be approved by a team comprising MPRB staff from Environmental, Maintenance, Forestry Operations and Planning.
2. All additional trails will be approved by this team, and subject to staff approval and Park Board Commissioners' approval.
3. Changes in trail alignment will be noted on as built drawings provided to MPRB staff.
4. MOCA will close and revegetate extraneous trails and install signage advising mountain bikers that they are closed.

11. TRAIL CLOSURE

Overuse

Overuse of off-road cycling trails is defined as ***use that causes visible trail damage***. When MPRB staff or MOCA volunteers detect overuse, the following steps will be taken:

- 1) Contact MOCA: MOCA and MORC volunteers will correct the damage.
- 2) MPRB will implement trail closures. Options for trail closures are as follows:
 - a. Temporary closure: Cycling is prohibited until the problems associated with damage are corrected.
 - b. Permanent closure: Trails are closed to cyclists until further notice.

Seasonal Closure

The MPRB will require trails to be closed in inclement weather. Trails will be closed in the spring (typically wet months) or if wet conditions apply, and remain closed until the trails are assessed by MPRB staff as dry.

12. EDUCATION AND AWARENESS

Goals

- **To promote the Theodore Wirth Park Off-Road Cycling Demonstration Project**
- **To raise awareness of the IMBA “Rules of the Trail” in order to preserve trails and prevent user conflicts.**

MOCA will produce a one page pamphlet with a trail map on one side and the IMBA “Rules of the Trail” on the other side. It will be distributed to local bike shops and recreation centers.

The Minneapolis Park and Recreation Board logo will be included on the pamphlet.

13. SIGNAGE

At MOCA’s cost, MOCA will:

- 1. Install signs at the major access points with the “Rules of the Trail” and the trail map.**
- 2. Install directional signage to show trail users which trails are designated for their use.**
- 3. Replace signs as needed.**

MPRB will approve signage design prior to sign construction. Signs will be similar to those used to mark cross-county ski trails and will include identification for emergency crews.

14. USER CONFLICTS

Grievance Process

Cyclists, hikers, runners, and other trail users experiencing conflicts with other users while using the off-road trails in Theodore Wirth Park may submit their grievance to a six-member Grievance Committee. The committee comprised of one MOCA representative, one hiking or skiing advocate, one neighborhood representative and three MPRB staff members (Planning, Operations and Park Police) will review the grievance to determine how best to resolve the conflict. If the conflict is to be alleviated through design, the committee will outline the steps needed to complete necessary improvements.

For the duration of the Demonstration Project, MPRB Planning staff will facilitate the Grievance Committee. The final authority to resolve grievances shall rest with the MPRB.

Enforcement issues or injury claims will be directed to the Park Police or the Park Board's Finance Manager, as required.

15. EXPENSES

The Minneapolis Park and Recreation Board will not be responsible for any expenses associated with developing or maintaining the Demonstration Project's off-road trails. The Park Board will provide support to the project in the form of staff time required to undertake the following:

- Review of the proposed trail alignment, and changes to that alignment.
- Construction Permit process.
- Attendance at a trail construction training session presented by International Mountain Bicycling Association (IMBA).
- Removals that require the use of power equipment or chemical treatment of invasive species.
- Inspection of the trails on a monthly or as needed basis, and liaison with MOCA about trail maintenance needs.
- Inspection and confirmation that trail maintenance/repair has taken place.
- Attendance of staff on-site during trail construction or maintenance.
- Review of the pamphlet design.
- Approval of signage design and location.
- Facilitation of Grievance Process.
- Evaluation of the Demonstration Project.

16. EVALUATION OF PROJECT

This project shall be implemented as a pilot project in the Minneapolis park system. At the conclusion of the Demonstration Project, after 12 months of

riding the trails, its success will be evaluated. The level of success of the project, and the feasibility of continuing to designate off-road cycling trails in the Minneapolis park system, will be determined in accordance with the criteria outline below.

1. *Trail Sustainability*

Trail condition at the completion of the Demonstration Project will be compared to trail condition:

1. Prior to trail construction (Spring 2004), and
2. Prior to the commencement of riding (Fall 2004).

Trails will be evaluated according to the trail sustainability standards detailed in the Trail Design Standards section of this Agreement. The evaluation will consider whether erosion has increased, whether there is any damage to native plantings and if there is any re-establishment of invasive species along new trails.

2. *Trail Maintenance*

MOCA's ability to maintain the trails will be evaluated according to how successfully they have achieved the Maintenance guidelines detailed in the Maintenance section of this Agreement.

3. *Park Usage*

The increase in use of this area, frequency and numbers of users, will be measured. Park usage will be measured prior to the commencement of the demonstration project (summer – fall 2004) and at the completion of the demonstration project (summer - fall 2005) via on-site counts and a user survey conducted by MOCA volunteers.

Level of user conflict and visitor satisfaction will be evaluated via on-site user surveys, surveys at bike shops, and an online user survey at the MORC and MPRB websites. In addition, a review of effected communities and local neighborhood groups will be undertaken. MOCA's participation in the grievance process will also be a measure of success.

A qualitative assessment will be made as to whether the demonstration project has had an impact on decreasing cycling in other areas of Wirth Park that are in poor condition or more environmentally sensitive. This evaluation will be made via the user survey and the community review process. (It should be noted that success, or not, of the pilot project will not rely on the outcome of this particular assessment. MOCA can only reasonably be expected to have a positive impact on the pilot project area and not on other areas of Wirth Park.)

4. *Promotion and Awareness*

People's level of awareness on the existence of the Demonstration Project and the "Rules of the Trail" will be evaluated according to whether signage has been installed and a map/pamphlet has been created and distributed.

A successful Demonstration Project will lead to further negotiations between the MPRB and MOCA towards potentially establishing a larger trail network in portions of the Minneapolis Park System, with the understanding that not all parks will be appropriate for off road trails due to soil types, competing uses and sensitivity of plant and animal communities. The establishment of additional off-road cycling trails will also consider how to finance them in the long term.

Minneapolis Park & Recreation Board

Jon C. Olson

Date 4/14/04

Minneapolis Off-road Cycling
Advocates (MOCA)

[Signature]

Date 5/3/04

Minnesota Off-Road Cyclists (MORC)

[Signature]

Date 05/03/04

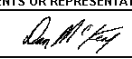


ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/02/2004
PRODUCER (641)842-2135 McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville, IA 50138	FAX (641)828-2013	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE		NAIC #
INSURED Sports & Rec.Providers Assn. Purchasing Group International Mountain Bicycling Association Minnesota Off Road Cyclists (MORC)		INSURER A: Clarendon America Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EC P000715-00	03/03/2004	08/30/2004	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ None PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 1000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Club Coverage; March 3, 2004 through August 30, 2004
The Minneapolis Park & Recreation Board are Additional Insured but only with respect to liability arising out of the operations of the above named insured.

CERTIFICATE HOLDER The Minneapolis Park & Recreation Board	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Dan McKay/DARCY 
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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Contact People

Appendix 3

MOCA Representatives

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MORC Representatives

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