

CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	September 17, 2024

AGENDA ITEM

Consent agenda – MOU with Salida Mountain Trails build and maintain an improved trailhead for the Arkansas Hills that includes a bicycle skills development area.

BACKGROUND

The City's 2024 budget included \$25,000 for Arkansas Hills trailhead improvements. The Department of Parks and Recreation has worked with Salida Mountain Trails to design the improvements and raise additional funds for a skills-development area at the trailhead that will include trail features for beginner, intermediate, and expert riders to practice and develop skills on. A map and concept are attached.

RECOMMENDATION

Staff recommends that Council approve the consent agenda and the MOU with Salida Mountain Sports for the Arkansas Hills Trailhead improvements and Skills Park area.

FISCAL IMPACT

The City budgeted \$25,000 for this project for 2024. At this time, SMT has raised approximately \$30,000 for the material required for the skills park.

MOTION

A Councilmember should make a motion to "combine and approve the items on the consent agenda", followed by a second and a roll call vote.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this <u>17th</u> day of September 2024, by and between the CITY OF SALIDA, a Colorado statutory municipal corporation (the "City"), and Salida Mountain Trails, ("SMT"), a 501c3 nonprofit organization (collectively the "Parties").

RECITALS

WHEREAS, SMT has been a vital partner in stewarding trails and open space in and around the City for the past 20 years; and

WHEREAS, SMT and the City have partnered to create and maintain a Bike Skills Park as part of the Arkansas Hills Trail System; and

WHEREAS, the Parties wish to enter into this Memorandum of Understanding ("MOU") to memorialize the Parties' collaborative relationship and understanding, and to clarify the duties of each Party, as well as to set forth all terms and conditions between the Parties.

NOW, THEREFORE, the Parties hereby acknowledge mutual understanding of the following arrangement:

1. <u>Purpose and Scope</u>. The purpose of this MOU is to establish a general framework for cooperation among the parties and to more formally identify the roles and responsibilities of each party. The parties propose to work together to achieve a common goal of creating and maintaining a public Trailhead and Bike Skills Park.

2. <u>Term</u>. This MOU shall remain in effect indefinitely, subject to annual appropriations by the Salida City Council, or until this MOU is canceled by mutual written agreement of the Parties.

3. <u>Specific Intentions and Responsibilities</u>. The Parties have agreed to the following intentions and responsibilities under this MOU as follows:

- A. The **City** agrees to:
 - i. Contract for the design and construction of the Trailhead and Bike Skills Park
 - ii. Manage general upkeep of the area (eg. Mowing, weed treatment/mitigation)
 - iii. Coordinate all maintenance with SMT to ensure the Trailhead, Bike Skills Park trails and features stay in consistent condition. This will include providing City staff and a City water truck, as needed.
 - iv. Provide and maintain signage stating Skills Park rules, as well as on-trail signage (eg. Trail difficulty rating)
- B. Salida Mountain Trails agrees to:

- i. Assist with the installation of the Trailhead, Bike Skills Park trails, features and infrastructure
- ii. Coordinate regular maintenance with City to ensure Trailhead, Bike Skills Park trails and features stay in consistent condition. This will include providing SMT staff and volunteers.
- iii. Provide and maintain trailhead kiosk(s) and maps

4. <u>Feedback</u>. The Parties will evaluate the effectiveness of this arrangement and relationship annually, will provide each other with any pertinent details regarding the programming and feedback taken or received. The Parties will have a meeting at least annually to discuss the relationship, success, strengths and weaknesses of the relationship, and what role each Party will take in subsequent years, if applicable.

5. <u>No Third-Party Beneficiaries</u>. None of the provisions in this MOU shall give or allow any claim, benefit, or right of action by any person or entity other than the Parties.

6. <u>No Personal Liability of Elected Officials and Officers</u>. No individual who is either a director, councilperson, and/or officer of the City shall be subject to personal liability to any person or entity in connection with the performance or non-performance based upon any of the understandings of the Parties hereunder.

7. <u>Counterpart Execution</u>. This MOU may be executed in one or more counterparts, each of which shall constitute and original, but all of which, when taken together shall constitute a single MOU. For purposes of recording, if executed in counterpart the only duplicate pages submitted for recording shall be the page upon which the signatures appear.

IN WITNESS WHEREOF, the undersigned have executed this MOU to be effective as of the day and year written above, and acknowledge and accept the terms and conditions herein.

CITY OF SALIDA

ATTEST

By:		
City	Administrator	

By: _

City Clerk/Deputy City Clerk

[Salida Mountain Trails]

By:	
Name:]
Title: []



Hollywood Progressive Ride Zone

Survey Red Line 800 LF S. Pacific Transportation

Perimeter Fence White 1,335 LF

Easy Up Yellow 710 LF Green Way Down 630 LF Light Blue Down 535 LF Dark Blue Down 520 LF Total New Trail 2,395 LF 0.45 Miles

All distances are approximate All trails are conceptual

