

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Sharon G. Heider
Director of Community Services

Bradley A. Johnson, P.E.
Director of Asset Management

Indra Winqest
Director of Parks & Recreation

SUBJECT: Receive a presentation on a Memorandum of Understanding (MOU) for partnership with the Incline Tahoe Foundation (ITF) to construct and maintain the Incline Bike Park Project, and possibly review, discuss and approve the MOU

STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure

DATE: February 24, 2017

I. RECOMMENDATIONS

That the Board of Trustees make a motion to receive a presentation on a Memorandum of Understanding (MOU) between IVGID and the Incline Tahoe Foundation (ITF) to construct and maintain the Incline Bike Park and develop an ongoing maintenance plan, and,

That the Board of Trustees makes a motion to approve the MOU and direct Staff to execute the Memorandum of Understanding (MOU) with the Incline Tahoe Foundation (ITF).

Receive a presentation on a -2-
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February 24, 2017

II. DISTRICT STRATEGIC PLAN

Long Range Principle 5 – Assets and Infrastructure - The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation activities.

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations

III. BACKGROUND

Pump track bicycle courses are becoming increasingly popular. A pump track is a continuous loop of dirt berms and “rollers” (smooth dirt mounds) that you ride without pedaling. The name “pump track” comes from the pumping motion used by the rider’s upper and lower body as they ride around the track. The idea of a pump track is to use this pumping motion to maintain your speed around the track without pedaling. Pump tracks can be ridden by cyclists of all ages and skill levels; you don’t need a special kind of bicycle to ride on a pump track.

Early in 2014, members of the community, working as the Incline Bike Project group, began discussions with IVGID on the nature of the project and the role they might play in funding the construction and maintenance of the improvements, and to identify a site on IVGID owned land that could accommodate a bike park. Sites considered include:

- Diamond Peak (eliminated due to the impacts the permanent pump track (features would have been located on the skiable areas)
- Old effluent spray fields above Public Works (eliminated due to lack of parking and poor ingress and egress across top of dam)
- Area between Village Green and Exercise Course (eliminated due to lack of high capability buildable lands)
- Area behind Incline Park Fields 1 and 2 near Skate Park (eliminated due to insufficient high capability buildable lands)
- Area between Recreation Center Natatorium and Incline Way (identified for evaluation with concerns due to small size, proximity to Recreation Center, and impacts to future Recreation Center Expansion potential)

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- Area between Tennis Center and Incline Way (identified for evaluation with concerns due to proximity to Stream Environment Zone and limited extent of high capability buildable lands)

With the involvement of Incline Bike Project and potential private funding for the project, this project received higher priority per IVGID Capital Planning Policy 12.1.0., 3.2.3 *Priority 3 are new Initiative projects that create new amenities that are wanted by the community and will be funded by new sources.* In April 2015, the IVGID Board of Trustees toured the two potential sites during the 2015/2016 Capital Improvement Program Budget Project tour. In May 2015, IVGID Board of Trustees approved a \$20,000 project to support the design of the pump track within the 2015/2016 Capital Improvement Program Budget.

In the fall of 2015, preliminary design and permitting evaluation began. Both viable sites are evaluated and the location between the Tennis Center and Incline Way is selected.

At the April 2016 Capital Improvement Program Budget Program tour, the IVGID Board of Trustees toured the selected site, and in May 2016, IVGID Board of Trustees approves the 2016/2017 Capital Improvement Program Budget with an additional \$50,000 project to support construction of the bike park.

CURRENT SITUATION

In the fall 2016, the conceptual design of the project was completed (\$9,700 spent to date with \$3,750 spent on surveying and \$5,950 spent on design consultant fees). On December 16, 2016 the project was presented to the Board of Trustees and the conceptual plan was approved and Staff was directed to prepare a Memorandum of Understanding for the construction and maintenance of the project.

Community members who made up the Incline Bike Project working group have now partnered with the Incline Tahoe Foundation a local non-profit organization whose mission is, *'to provide an alternative funding strategy for the Incline Village/Crystal Bay Community. Believing that public parks, recreation programs and facilities of quality and diversity are more important now than in any time in our history, it is the foundation's goal to improve and sustain healthy community recreation & wellness opportunities through charitable contributions'*

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The Incline Tahoe Foundation has already had success in a similar relationship with IVGID on the funding and construction of the North Tahoe Lions' Club Disc Golf Course. The MOU for the pump track identifies the roles and responsibilities of both ITF and IVGID going forward. ITF commits to fundraise for the construction costs in excess of the \$70,000 already committed by IVGID. It is expected the total construction costs could be in excess of \$200,000. In addition, ITF commits to fundraising for the long-term maintenance of the facility with both volunteer labor and the commitment to fund a part-time employee of the District to conduct maintenance activities on the pump track. ITF is required to provide that funding for a two year period prior to IVGID committing the employee. ITF will adhere to all IVGID volunteer policies and procedures, including the provision of insurance, and cooperation on crafting the yearly maintenance priorities and schedule.

IV. FINANCIAL IMPACT AND BUDGET

\$50,000 is included in the 2016/2017 Capital Improvement Budget, \$20,000 was previously approved and in the Fall of 2016, the conceptual design of the project was completed at a cost of \$9,700 spent to date with \$3,750 spent on surveying and \$5,950 spent on design consultant fees.

V. ALTERNATIVES

- Do not approve the MOU at this time
- Approve MOU with alterations directed by Board of Trustees
- Direct staff to return with additional information.

VI. COMMENTS

Notifications: Aaron James, Incline Bike Project
The Incline Tahoe Foundation Board of Directors

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

MEMORANDUM OF UNDERSTANDING
Incline Village General Improvement District and
Incline Tahoe Foundation

This **Memorandum of Understanding** ("MOU") is made and entered into as of this _____ day of _____ 2017 by and between the **Incline Village General Improvement District ("District")**, a municipal corporation and **Incline Tahoe Fund (ITF)**, a 501(c)(3) corporation.

RECITALS

A. Whereas, the DISTRICT owns that certain real property known as the Incline Park Located at 969 Incline Way, Incline Village, NV 89451, APN 137-030-31;

B. Whereas, Incline Park includes a 1.5 acre bicycle park, commonly known as the Incline Bike Pike ("Park") and more fully described in **Exhibit A**, attached hereto and incorporated herein by reference;

C. Whereas, community members interested in the creation of a bike park have been working under the name of Incline Bike Park (IBP), and IBP have partnered with the existing non-profit Incline Tahoe Foundation to provide non-profit status and act as the lead organization to work with IVGID. ;

D. Whereas, the DISTRICT desires ITF to assist with funding, construction and long term maintenance of the Park and associated infrastructure ("Facilities") upon the completion of the park by the DISTRICT;

E. Whereas, the District and ITF possess the skills, tools, and knowledge to perform such maintenance of the Park and Facilities; and

F. Whereas, ITF agrees to fund a maintenance position annually to be employed by the District to perform such maintenance of the Bike Park and Facilities pursuant to the terms and conditions of this Agreement as assistance to the DISTRICT;

Now therefore, the parties agree as follows:

1. Facilities Defined.

1.1 Included Facilities. The following list of facilities (hereinafter the "Facilities," as more fully depicted in **Exhibit A**, attached hereto and incorporated herein by reference) are subject to this agreement and included within the maintenance responsibilities of ITF set forth herein:

- o Incline Bike Park – Pump Tracks (2), including all tracks, berms, starting ramps, closure gates, signage, hardscape, and any and all facilities ancillary to the function, operation and maintenance of the Pump Tracks
- o Incline Bike Park – Slopestyle Tracks (3). Including all tracks, berms, starting ramps, pre-fabricated ramp features, landings, clear zones, closure gates,

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signage, and any and all facilities ancillary to the function, operation and maintenance of the Slopestyle Tracks

- o Incline Bike Park – Perimeter Loop Trail, including all track, berms, signage and any and all facilities ancillary to the function, operation and maintenance of the Perimeter Loop Trail

1.2 Excluded Facilities. The following facilities are not subject to this agreement and remain the DISTRICT's responsibility for operation and maintenance:

- o Incline Bike Park – Irrigation and Watering System; repair and replacement
- o Incline Bike Park – Entry Plaza/Gate
- o Incline Bike Park – Parking Lots and ADA Parking
- o Incline Bike Park – Park Entry Sign
- o Incline Bike Park – Trash/Recyclable Facilities
- o Incline Bike Park – Landscaping, Tree Maintenance/Removal
- o Incline Bike Park – Drainage Infrastructure
- o Grounds surrounding the Incline Bike Park

2. **Inspection and Maintenance.** ITF and the District agrees to inspect and maintain the Park and Facilities pursuant to the terms and conditions of this Agreement and as more fully set forth in **Exhibit B** (Maintenance Plan) attached hereto and incorporated herein by reference, for the term of this agreement.

3. **Additional Mutual Responsibilities.** The DISTRICT and ITF shall each perform the following responsibilities in addition to the responsibilities required of each as set forth in paragraphs 4 and 5 herein, and as set forth in **Exhibit B**, attached hereto.

3.1 Reporting. The DISTRICT and ITF shall share responsibilities of reporting accidents, hazardous conditions, and/or safety issues at the Facilities and Park using the DISTRICT provided Accident Report. Accident Reports shall be submitted to the DISTRICT within 72 hours of an accident at the Facilities.

3.2 Scheduling. The DISTRICT and ITF shall coordinate scheduling activities of the Park and/or portions of the Park. The DISTRICT shall notify ITF of any approved scheduled event(s) a minimum of one week prior to the event. ITF shall notify the DISTRICT a minimum of 24 hours prior to any unscheduled maintenance activity.

4. **DISTRICT Responsibilities.** The DISTRICT shall be responsible for the following:

4.1 Access. The DISTRICT shall within a reasonable amount of time provide ITF with access to the Park/Facilities in order for ITF to perform the maintenance requirements (set forth in **Exhibit B**) and any and all work related thereto. If gates are installed, ITF will be assigned gate keys to access the bike park and to lock/unlock track closure gates.

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4.2 Utilities. The DISTRICT shall be responsible for payment of all Park utilities.

4.3 Winterization. The DISTRICT shall be responsible for determining date for winter closure of the park and opening of Park in the spring. The DISTRICT shall coordinate with ITF with regard to winterization best practices and methods. The DISTRICT shall partner with ITF for winterization of park.

4.4 Funding. The District Has appropriated \$20,000 for design and \$50,000 for construction of the Incline Bike Park. The DISTRICT shall also establish an operational expense budget account for purposes of funding limited operations and maintenance activities for the bike park. The fund may be subsidized by direct revenue from collected donations, and fees generated from use of the Facilities and the Park and events at the Park. ITF will establish an account to administer donated funds for the Incline Bike Park. The District will have authority over how those funds are allocated at the Park.

ITF shall, as soon as feasible, install a donation kiosk at the plaza entry. The kiosk will be funded by ITF with revenue generated by kiosk being set aside into the operational expense account for the Park Maintenance Activities. ITF will collect all donations for holding.

4.4 Design, Permitting and Construction. Upon completion of the design and approval by ITF of the Bike Park, the District will follow Nevada Revised Statutes (NRS) 338 in Publically Bidding the construction of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the District.

4.5 Coordination and Communication. The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and direction of DISTRICT obligations under this agreement. Said staff person shall be the DISTRICT's Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this agreement to coordination and communication with the DISTRICT shall be directed to the Director of Parks and Recreation or their designee.

ITF shall also designate a primary point of contact for all coordination and direction of ITF obligations under this agreement. The primary point of contact must be a resident of Incline Village, NV.

5. **ITF Responsibilities.** ITF shall perform the following responsibilities in addition to the maintenance and inspection responsibilities set forth in **Exhibit B**.

5.1 Access. ITF shall have right to access the park with vehicles and equipment for the purpose of conducting maintenance as more fully described in **Exhibit B**. Vehicles shall only be permitted within the park on designated access roads and shall only be for loading and unloading equipment and materials. All vehicles must park in designated asphalt parking areas upon

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completion of loading and unloading. The Bike Park access gate must remain locked during all maintenance activities when loading or unloading of equipment and materials are complete. Emergency services access to all areas of the park shall remain unobstructed at all times.

Vehicle access to the park may be denied at any time by the DISTRICT based on weather conditions, park surface conditions, or vehicle and equipment type.

There shall be no vehicle or equipment access through, over, or around any portion of the Park other than the main gate accessing the Park. There shall be no vehicle travel over any portion of the Bike Park other than the established access road without the prior written consent of the DISTRICT.

5.2 Volunteer Management. ITF shall provide all labor and professional, supervisory and managerial persons required to perform the responsibilities described in this agreement and in **Exhibit B**. Such persons shall be qualified to perform the duties to which they are assigned. All persons provided by ITF to perform the Services described in this Agreement and in **Exhibit B** shall be Volunteers or employees of the DISTRICT funded by ITF.

ITF shall not allow any volunteer to perform Park maintenance tasks without completion of the following:

- Volunteer's acceptance and signature of the DISTRICT's Volunteer Waiver
- Volunteer's signature on DISTRICT'S maintenance attendance sheet
- Volunteer's signature on DISTRICT'S safety meeting sheet specific to each maintenance event.
- Remittance of these forms to the DISTRICT.

ITF shall provide crew leader(s) to oversee activities of the volunteers and enforce safe practices and Personal Protective Equipment (PPE) adherence. ITF shall not allow volunteers to operate any equipment in which they have not been trained nor certified in.

ITF shall provide all necessary Personal Protective Equipment to its volunteer workforce. ITF shall conduct safety meeting(s) prior to maintenance activities at each scheduled maintenance event. ITF shall identify and communicate any hazards associated with the proposed maintenance by the volunteer workforce, and attempt to mitigate those hazards prior to work commencing.

ITF may not hire or pay for contract services for maintenance or improvements on DISTRICT Property without prior written consent of the DISTRICT.

5.3 Tools and Equipment. ITF shall provide all tools and equipment required for maintenance activities defined in **Exhibit B** of this agreement. ITF will be designated storage at the Parks Maintenance building and yard until an onsite

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storage is established by ITF upon approval by the District, to store materials and equipment required for maintenance activities, with the exception of motorized equipment, the maintenance of which is prohibited without express written consent of the DISTRICT.

No fuel containers shall be stored within the onsite storage container. Fueling of the equipment must be done in an impervious area so as not to allow spills to infiltrate. ITF shall keep a spill kit on site during the term of this agreement.

ITF shall provide to the DISTRICT all SDS sheets of all chemicals, fuels, and products which require such data.

5.4 Protection of Course(s) and Tracks. The DISTRICT and ITF recognize that simply closing the park or portions of the park to the public during a weather event may not protect the course adequately. In the case of significant moisture events, covering of ramps, clear zones, tracks, and course(s) may be required to protect the structural integrity of the dirt features. ITF shall supply heavy mil plastic and/or tarp materials for quick deployment to areas identified as critical. The DISTRICT and ITF will work mutually when possible to cover areas as quickly as possible. Covered areas shall remain covered until ITF determines the Park or portions of the Park can be opened to the Public.

5.5 Operating Records and Reports. ITF and the District shall maintain maintenance logs, records, and reports that document the maintenance of the Facilities, including all cost expended for materials, equipment, and supplies. These records shall be made available to the District upon request.

5.6 Funding. ITF will be responsible for raising the funds required to complete the Incline Bike Park in excess of the \$70,000 that the District has appropriated for the Project. ITF will also be responsible for fundraising for ongoing maintenance, equipment, and improvements of the Incline Bike Park. ITF will be responsible for paying all mutually agreed upon costs to fund a part time position employed by the District to perform maintenance at the Park and Facilities. Full payment for the first two years of operations will be required prior to the initial opening of the Incline Bike Park and payment in full must be received in advance no later than June 1 annually thereafter. Costs to be mutually agreed upon annually based on required services.

6. **Course and Track Alteration(s) Limited.** Neither the DISTRICT nor ITF may alter, change or de-construct, the shape, line, layout, elevation, or grade of the existing dirt Park course(s) or track(s) without prior written consent of ITF and the DISTRICT. ITF and the DISTRICT's representatives will meet first to discuss any and all proposed modifications to the Bike Park. Neither the DISTRICT nor ITF may change, alter, move, raise, lower, or otherwise modify the existing pre-fabricated jumps, ramps, gates, or obstacles without prior written consent by the DISTRICT. Neither ITF nor the DISTRICT shall add new features, track(s), course(s), obstacles,

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routes, walkway(s), trail(s), lighting, irrigation, building(s), utilities or other site improvements without prior written approval from the DISTRICT and in accordance with agency permitting for such. Absolutely no new ground coverage shall be added to the park site without approvals and permits for such by the DISTRICT and associated regulatory authorities. ITF shall not modify, remove, or add signage to the park without prior consent of the DISTRICT. No advertising or promotional signage will be allowed unless approved by the DISTRICT. ITF shall not change, modify, alter, or de-construct Park drainage facilities without prior consent of the DISTRICT. ITF shall not remove any trees without prior written approval of the DISTRICT and, if necessary, TRPA. Any proposed modifications to the layout in shape, line, layout, elevation or grade of the designed and constructed bike park may require professional consultation prior to those any modifications beginning. Any and all fees incurred for professional consultation of Bike Park expertise will be the responsibility of ITF.

Minor modifications to landing ramps, turns, berms, tracks, and other natural features may be done under typical routine maintenance activities provided such work does not alter the design intent of the original project as constructed.

7. **Park Closure.** The Incline Bike Park shall remain closed outside of Incline Park normal hours. The Park shall be open during Incline Park normal operating hours subject to the following: the Park will be closed to the public for unscheduled events including but not limited to inclement weather, unscheduled maintenance needs, or access issues. The DISTRICT and ITF shall share mutual responsibilities for closing the park or portions of the park due to such unscheduled events. Either Party shall notice the other party of any closure. All closures shall be properly noticed to ITF on site, and to the public via ITF and DISTRICT social media sites.

8. **Events.** The DISTRICT and ITF shall confer with one another regarding all events being proposed for the Park. The DISTRICT considers ITF to be experts in the operation and maintenance of bicycle related tracks, features, and courses. The DISTRICT shall utilize ITF in review of all event applications pertinent to the Park so as to evaluate the proposed event with regard to facility capability and DISTRICT capability. Final approval of event scheduling and cancellation is the sole responsibility of the DISTRICT.

8.1 **Event Maintenance and Closures.** The DISTRICT and ITF will inspect and document condition of the park 24 hours prior to scheduled special events. In the case of pre-event maintenance being required, ITF will schedule the activity with the DISTRICT.

In the event that weather conditions would compromise the integrity of the park or its tracks, course(s), and features, ITF will have authority to recommend cancellation of the event to the DISTRICT. Specific language regarding event

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cancellation policy and procedure will be contained within the approved permit with the applicant.

Applications and permits for events which constitute Special Events as defined by the DISTRICT, will be handled through the DISTRICT's Special Event permitting process. This includes but is not limited to any and all permits with Washoe County and the Tahoe Regional Planning Agency.

8.2 Event Fees. The DISTRICT and ITF shall confer regarding the assessment of fees for events at the Park. Final approval of the event fees shall be the sole responsibility of the DISTRICT.

8.3 ITF Fees Waived. All event fees for ITF events that been approved by the DISTRICT shall be waived during the term of this Agreement.

9. Term of Agreement.

9.1 Term length. This Agreement shall commence on the effective date of this Agreement and continue through February 1, 2026. This Agreement shall be automatically renewed for successive years from February 1st through January 31st until the Agreement is terminated. Either party may terminate this Agreement, with or without cause, by providing the other party ninety (90) days written notice of its intent to terminate Agreement.

9.2 Early Termination. In the Event of this MOU being terminated early, all donated funds secured for the bike park will be forfeited to the DISTRICT for ongoing maintenance and improvements.

10. Limitations of Liability.

10.1 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this Agreement, and the DISTRICT waives any such claim, demand or suit against ITF.

10.2 Exclusivity. The provisions of this section constitute ITF's exclusive liability and the DISTRICT's sole remedy with respect to ITF's performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.

11. Fines And Penalties. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against ITF or the DISTRICT arising from the ITF's failure to maintain the Facilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of ITF.

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17. **Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be held exclusively in the Incline Village – Crystal Bay Township Justice Court
18. **Amendments.** This Agreement may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT's Counsel.
19. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
20. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
21. **Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
22. **Authority to Enter Agreement.** Each party has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

Incline Tahoe Foundation:

By _____
Paul Zahler, President
Incline Tahoe Foundation

By _____
Aaron James, Board Member
Incline Tahoe Foundation
Incline Bike Park Liaison

**MEMORANDUM OF UNDERSTANDING
Incline Village General Improvement District and
Incline Tahoe Foundation**

**Incline Village
General Improvement District:**

ATTEST:

By _____
Steve Pinkerton,
IVGID General Manager


By: _____
Susan Herron,
District Clerk

APPROVED AS TO FORM:

By _____
Jason Guinasso,
IVGID General Counsel

Attachments:

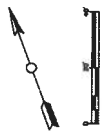
- Exhibit A – Description of the Property
- Exhibit B – Maintenance and Inspection Plan




ENTRANCE GATEWAY(S)

EXHIBIT A

Description of the Property





DIRTSculpt
1819 LEVERING PK
BETHLEHEM, PA 18017
TEL 610-960-5117

INCLINE VILLAGE
BIKE SKILLS PARK CONCEPT LAYOUT

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
1220 SWEETWATER ROAD
INCLINE VILLAGE, NY 88451

| # | Revisions/Issues | Date |
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Scale: 1" = 20'

Project Number: 2016-01

Working Drawing: 2016-0001

Date: 10/23/2016

Sheet: 1 OF 1

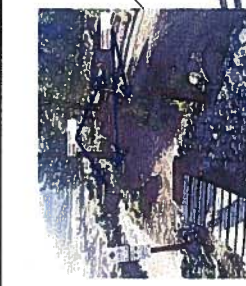
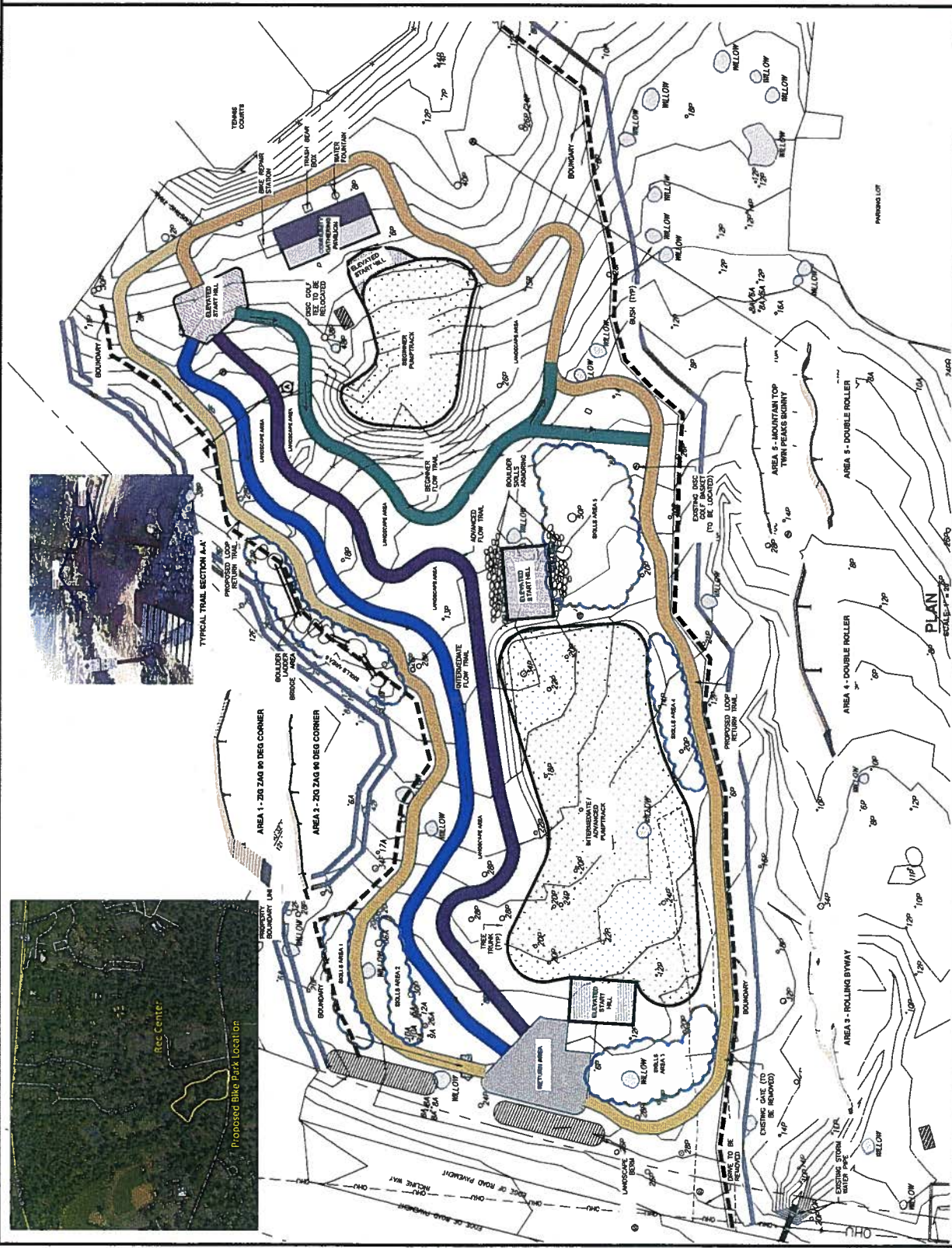


EXHIBIT B

Maintenance and Inspection Plan

Purpose

The purpose of the Maintenance Plan (plan) is to provide a high quality experience for users of the Incline Bike Park (IBP) and provide risk management consistent with current best practices and industry standards for maintenance of Bike Parks. The IBP was created and designed to provide progressive challenges for all ages and abilities of bicycle riders. The content of the operations and maintenance plan herein are proposed to be fulfilled by the members and volunteers of the Incline Tahoe Foundation (ITF), a 501(c)3 corporation.

Maintenance Plan

The Incline Bike Park (IBP) will be inspected and maintained upon regular frequencies. Maintenance and operations will be conducted by ITF comprised of a District employee funded by ITF as well as volunteers. ITF may hire contractors for specialized maintenance activities or to provide third party review of maintenance activities. Any third party or contract services shall be submitted to DISTRICT for approval prior to commencing services. The schedule below establishes regular interval for which inspection and maintenance activities will occur.

ITF Task: Determine Park Condition Daily

- Monitor Weather- Close track as necessary to prevent excessive maintenance needs. Coordinate with DISTRICT Operations personnel during the course of regular duties to assist with park closures due to weather events
- Inspect Course(s) - Close track as necessary to prevent accident injury. Coordinate with DISTRICT Operations personnel during the course of regular duties to assist with park closures due to inspection results.
- Maintain a website and social media notifying public of course conditions and closures.

ITF Task: Inspection and Maintenance Weekly

- Inspect all features for cracks, missing or loose hardware, excessive wear, and safety issues. Immediately close course(s) if rider safety is compromised. Notify DISTRICT of Issue.
- Inspect all features and surrounding zones for hazards such as rocks, glass, branches, or other hard or sharp objects. Immediately close course(s) if rider safety is compromised. Notify DISTRICT of Issue.
- Conduct routine shaping and compaction of course(s) as required maintaining original design intent. No changes to course(s) layout will be made without permission of DISTRICT staff and the ITF.
- Document via checklist who performed inspection, date and time performed, note issues, and any corrective repairs made.

EXHIBIT B

Maintenance and Inspection Plan

ITF Task: Inspection and Maintenance Monthly

- Inspect the IBP course surface and features for safety issues. ITF shall immediately, within 24 hours, abate any known safety issues or close affected area until the hazard is removed and inform the DISTRICT's Parks and Recreation Department within 24 hours of discovery.
- Inspect the prebuilt features within the Bike Park to verify structural integrity. Any compromise of structural integrity shall be abated within 24 hours of discovery of such compromise in structural integrity, or the affected areas shall be posted as closed until such repairs have been made.
- Inspect perimeter of Bike Park and identify any non-permitted use trails within the course. Trails shall be de-constructed; de-compacted, blocked, camouflaged, and mulched with pine needles or wood chips.
- Inspect pavers, gates, cones, fences, lighting, irrigation, buildings, signage and all other facilities/ equipment of the Bike Park for maintenance requirements and/or safety issues. Notify ITF and DISTRICT Parks & Recreation Department of any issues encountered through the visual inspection that are considered a safety hazard within 24 of discovery of such hazards. Bike Park shall be closed and posted as closed until such time identified safety hazards are corrected. All inspections shall be documented on in writing or email to the DISTRICT.

ITF Task: Inspection and Maintenance Semi Annual

- Review signage and consider changes to signs or new signs. Submit sign changes in writing to the DISTRICT.
- Record the number of volunteer hours conducted. Estimate the number of users during the summer by performing counts of riders using the park. Submit use in writing the DISTRICT.

ITF Task: Inspection and Maintenance Annual

- Provide a written report to the DISTRICT summarizing the operations of the facility. Report shall provide statistics to support future operations and events and photos. Report shall provide recommendations for course improvements as well as recommendations for strategic plan implementation of increasing revenues (events, etc.). The annual report will include a comprehensive inspection and review of the IBP including analysis of all documentation related to bike park operation (accident reporting, maintenance logs, hazard abatement, volunteer hours, irrigation effectiveness, BMP function, etc.).

Reporting

Reporting is an important aspect of operations for risk management and to improve operations for the park. Documentation will be reviewed annually and recommended changes will be identified for the DISTRICT to consider.