



## Planning Staff Report

REPORT DATE: July 8, 2021

MEETING DATE: July 14, 2021

FILE NUMBER / NAME **Victor Bike Park Expansion Proposal**

APPLICATION TYPE Sherman Park Master Plan Amendment & Maintenance Agreement Amendment

PROJECT APPLICANT Mountain Bike the Tetons

### Re: Applicable Victor Values:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Culturally Historic | <input checked="" type="checkbox"/> Sustainable     | <input checked="" type="checkbox"/> Connected to Nature |
| <input type="checkbox"/> Small Town Feel     | <input checked="" type="checkbox"/> Family Friendly | <input type="checkbox"/> Administrative Need            |

### PROPOSAL & PROCEDURE

In order for the applicant's request to be granted, the Sherman Park Master Plan must be amended and the maintenance agreement between Mountain Bike the Tetons and the City of Victor must also be amended. Each of these amendments require a work session as well as a public meeting.

### STAFF COMMENTS

The requested expansion of the bike park would be moving into two or three designated areas. The area designated as "Natural Play Area", "Skate Park", and some of the area designated as "Multi Purpose Play Field". Public Works has notified the applicant about the existence of a waterline that they would not like to be covered, by the bike park or any other uses. If this request is granted, it will still leave some space for a "Natural Play Area", albeit less. It would not leave enough space for a skate park in its currently proposed location, but Public Works identified during a site visit that the soil composition in that area would make a skate park in that exact location difficult.

Staff received input from City Council at a work session on May 26<sup>th</sup> and again at a public meeting on June 23<sup>rd</sup>. Public works will be sharing cost estimates for the development and improvements of the landscaping around the park at the July 14 meeting. That input went into the most updated MOU that is attached to this staff report. One item discussed at the June 23<sup>rd</sup> meeting that requires Council attention is the requirement for MBT to maintain insurance and name the city as an additional insured. City staff contacted ICRMP (the City's insurer) and discovered that the City should be immune to any liability for those using the bike park. However, ICRMP does recommend MBT maintains insurance and names the City as additional insured. The reason given for this is that MBT could potentially be found liable for injuries within the bike park, OR the injured party may not receive compensation for their injuries.

The options for the City Council now are to: approve the signing of the new MOU and the amendment to the Sherman Park plan; motion for staff to make specific amendments to the MOU and to approve the MOU as amended; continue the application to a future meeting and direct staff and/or the applicant to make changes to the proposal; or decline the request.

### SUGGESTED MOTIONS

#### Approval:

I move to amend the agreement with Mountain Bike the Tetons as drafted and attached to the staff report for the meeting date of June 23, 2021, and to amend the Sherman Park master plan to reflect the site plan attached to the staff report for the meeting date of June 23, 2021.

#### Approve with Changes:

I move to amend the agreement with Mountain Bike the Tetons as drafted and attached to the staff report for the meeting date of June 23, 2021, with the additional changes \_\_\_\_\_ and to amend the Sherman Park master plan to reflect the site plan attached to the staff report for the meeting date of June 23, 2021, with the additional changes \_\_\_\_\_.

#### Continue:

I move to continue this agenda item to the \_\_\_\_\_ regular meeting to allow the applicant and City staff time to address the following concerns \_\_\_\_\_.

Denial:

I move to decline Mountain Bike the Tetons' request to amend the agreement between themselves and the City, and their request to amend the master plan for Sherman Park.

## **Volunteer Stewardship and Maintenance Agreement Between Mountain Bike the Tetons, Inc. and the City of Victor**

This Volunteer Stewardship and Maintenance Agreement is made as of the \_\_\_\_ day of July, 2021, between the City of Victor, a political subdivision of the state of Idaho (the “City”) and Mountain Bike the Tetons, Inc., (“MBT”). The purpose of this agreement is to define the nature and scope of volunteer stewardship activities by MBT to benefit the City in providing a high quality experience for bicycles at Pioneer Park, which is owned and operated for public use by the City.

### **It is mutually agreed:**

1. The City and MBT agree to work together to support the development and sustained operation of a bike park within Pioneer Park as appropriate and according to the parties’ abilities and resources.
2. The City has final authority for all matters concerning the bike park, but will take into consideration user feedback and insights from MBT’s connection to the mountain bicycling community.
3. MBT shall not have any management or enforcement authority over public use of the bike park outside of maintaining a safe bike park while stewardship activities approved by the City are occurring.
4. MBT will not construct any improvements at Pioneer Park or the bike park without first obtaining written permission of the City.
5. MBT and its members are volunteers for the City; they shall not be employees or independent contractors for any purposes.
6. MBT shall provide notice of any change in their staffing or personnel that will materially affect the performance of this agreement.

**The City agrees to:** operate a public use bike park in accordance with any and all applicable regulations or permitting requirements.

**MBT agrees to:** (1) Provide all the services necessary to maintain the bike park under the direction of the City. Most of these services will be provided through volunteers. (2) Provide stewardship service for the continued operation of the bike park through educational programs, encouragement of responsible riding, communications to the cycling community, special events, and other projects to help the City manage a bike park that provides a high quality recreation experience. (3) Maintain general liability insurance with coverage for a minimum of \$500,000.00 per occurrence at all times on all activities and work done on City property and to have the City named as an additional insured on its insurance policy as to those activities and work.

### **Modification, Term and Termination**

Modifications shall be made by usual consent and in writing. This agreement shall be effective until such time as either party decides to terminate this agreement by giving 30 days advance notice to the other party. In the event that one party provides the other party with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve any issues.

### **Maintenance**

**The City agrees to:** (1) Get the Trail Creek and City culinary irrigation risers located in the bike park and immediately outside the bike park operating in the Spring of each year and to winterize and

otherwise maintain these irrigation risers. (2) Mow the lawn outside of the bike park. (3) Take care of trash and recycling outside of the bike park. (4) Maintain any landscaping adjacent to and outside of the bike park, including any trees, shrubs, grass, etc. (5) Maintain any lighting or electrical systems installed at any point in the future.

**MBT agrees to:** (1) Provide labor and materials associated with irrigating the landscaping inside the bike park. (2) Maintain any landscaping within the bike park, including but not limited to trimming and pruning plant materials, maintaining zeroscapes, and removing weeds.

**Development**

**The City agrees to:** (1) Permit the expansion of the area to be used for the bike park to match the area shown in the site plan submitted to the City on May 19, 2021, and to permit the improvements shown on that site plan to be constructed once the necessary building and/or excavation permits are approved.

**MBT agrees to:** (1) Improve the bike park in general conformance to the site plan submitted to the City on May 19, 2021. (2) Obtain building and/or excavation permits for any work which requires such a permit in the City of Victor. (3) Install trees of sufficient quantity, size, and health to adequately screen the aerial activities in the bike park from all activities in the horse arena which is also inside of Sherman Park. (4) Be financially responsible for landscaping the perimeter of the bike park to the City's specifications. (5) Be responsible for the installation of any lighting and electrical equipment installed for the bike park at any point in the future.

The parties have entered into this Volunteer Stewardship and Maintenance Agreement as of this \_\_\_\_\_ day of July, 2021.

**Mountain Bike the Tetons, Inc.**

**City of Victor**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



05/26/2021

## **Victor Bike Park Improvements**

Presented by: Mountain Bike the Tetons

Mountain Bike the Tetons is requesting the following:

1. Expansion of the existing footprint of the Victor Bike Park.
2. Improved design, materials and infrastructure within extended park boundaries.
3. Donation (In-Kind) from the City of Victor to help with park improvements.
4. Revision of the existing MOU.

The overall goal is to improve the design, aesthetics, maintenance plan, and infrastructure of the Victor Bike Park. These changes, including additional purpose built features, will promote a more controlled, safe environment with greater opportunities for riders to progress and encourage more family use.

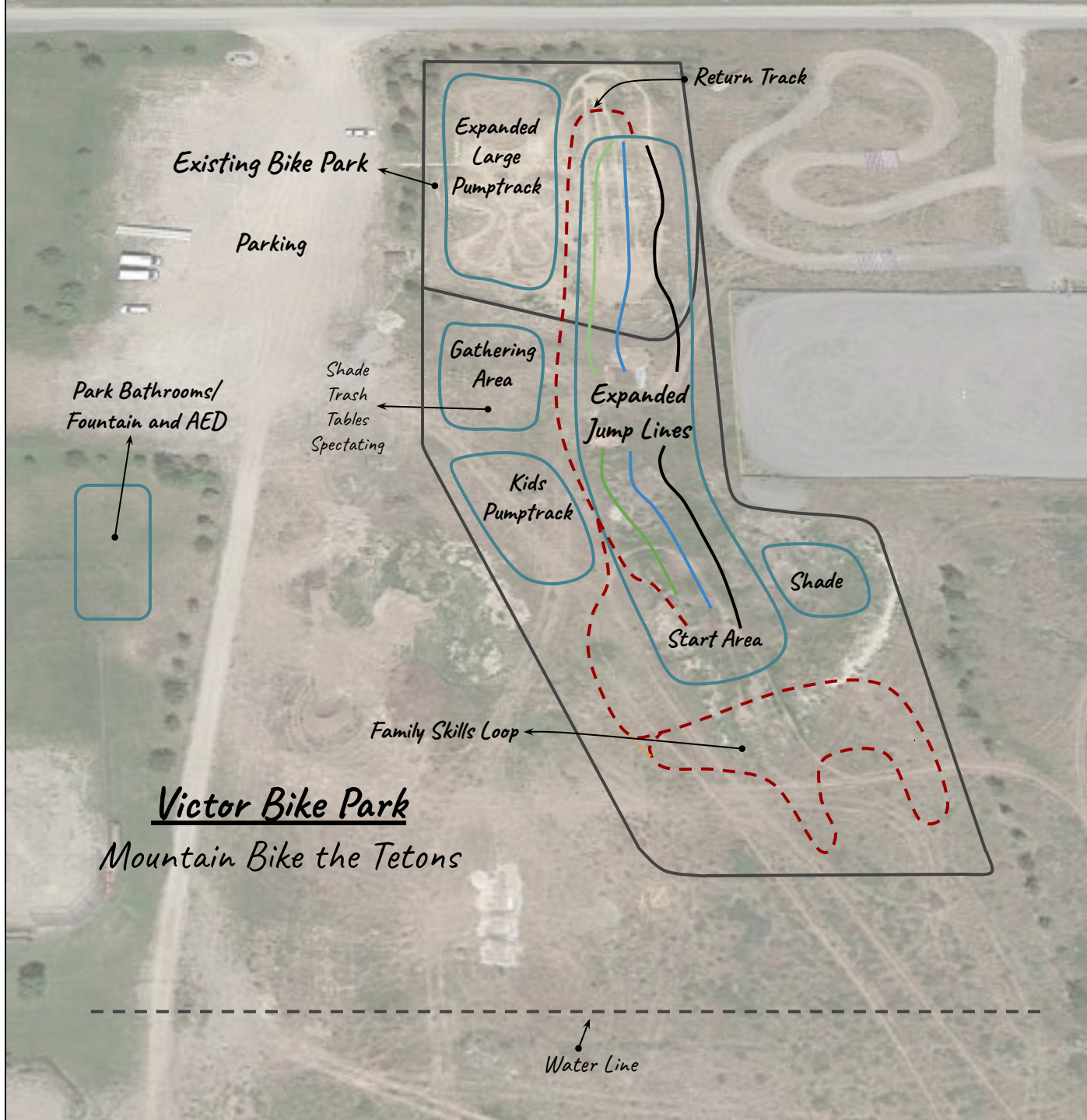
The Victor Bike Park serves as the only free, purpose built park to promote progression of bike skills in a secure environment within the region. The existing bike park area is poorly designed and built with substandard materials while also lacking functionality and aesthetic. Mountain Bike the Tetons is responsible for the maintenance of the park but did not have the bandwidth to make significant improvements, until now. The park improvements will be completed in three phases.

Phase One: Purchase manufactured bike park features from Progressive Bike Ramps to improve dirt jumps lines and build family skills park.

Phase Two: Improve and relocate large pumptrack and kids strider pumptrack.

Phase Three: Purchase and install park infrastructure and landscaping.

We hope to complete Phase One in Spring 2022. This project will benefit the future of the local youth, promote outdoor family recreation and improve the health of our community. Mountain biking is a rapidly evolving sport and it is important that our resources adjust accordingly.



Existing Bike Park

Parking

Park Bathrooms/  
Fountain and AED

Expanded  
Large  
Pumptrack

Return Track

Gathering  
Area

Shade  
Trash  
Tables  
Spectating

Expanded  
Jump Lines

Kids  
Pumptrack

Shade

Start Area

Family Skills Loop

# Victor Bike Park

Mountain Bike the Tetons

Water Line