

35 Mile Off Road Vehicle Riding Park Project Narrative

Applicants: Parks and Recreation, City and Borough of Juneau and Juneau Off-Road Association

The Parks and Recreation Department with the City and Borough of Juneau (CBJ) is partnering with the Juneau Off-Road Association (JORA) to plan an Off Road Vehicle (ORV) riding park at 35 mile Glacier Highway on CBJ land. This project narrative describes the project background and plan, proposed partnership, public involvement, and mitigation strategies for impacts that may occur in the project area.

Background:

The CBJ Parks and Recreation Department (P&R) has been working with community ORV groups to understand interest in riding opportunities. Over the past twenty years, riding areas have been redeveloped as industrial land, put into conservation, or regulations have changed to prohibit motorized use. There are few areas left to legally recreate in Juneau. CBJ has evaluated many sites for motorized use since the early 2000s and for various reasons, riding sites have not been established. Through the recent work with user groups, the 35 mile site was recognized as a suitable location for an ORV riding park. Juneau Off-Road Association (JORA), a non-profit organization in Alaska, proposes partnering with P&R to develop, operate, manage and maintain an ORV riding park at the CBJ 35 mile property. CBJ and JORA have evaluated the site for a riding park using data previously collected on site, working with resource agencies, and collecting field data.

Community Plans:

Support for development of an ORV riding site is found in our community plans. The Comprehensive Plan, Chapter 9.1 - IA12 Implementing Action includes "Seek location and construction for an ATV/snowmobile course with a programmed riding course as well as trails." The Parks and Recreation Master Plan, 2019, recognizes ORV riding areas as a critical gap in our park system and supports working with the ORV community to identify a suitable site and facilitate development of viable opportunities for ORV recreation. The survey that was performed as part of the master plan cited that over half of respondents believe CBJ should make specific investments in recreation assets or facilities, and the top rated investment CBJ should make is Off Road Vehicle Trails and Park. The survey also identified ORV use as a top activity that adults would like to participate in but currently do not.

Public Outreach:

Parks and Recreation Department staff have worked with an informal group of riding clubs and representatives since 2020 to identify suitable sites and understand community riding needs. Groups participating include JORA, the Juneau Douglas Motocross Association, the Southeast Jeep Club, the Juneau Off-Road Association, Goldbelt Corporation, and individuals that have worked on ORV riding issues for many years. The working group identified this goal:

Identify ORV (Off Road Vehicle) riding sites, create a sustainable management structure, support safe riding, and build durable infrastructure that protects the natural and built features of the facilities.

The group used data from the last twenty years of community work to identify and evaluate riding sites. The group considered the 35 mile Glacier Highway site, Montana Creek area including State of Alaska DNR land, S&S Pond Lemon Creek (private land), Sand and gravel pit behind Home Depot, Echo Cove (Goldbelt), Fish Creek Quarry, and another privately owned site. Echo Cove currently experiences illegal riding on lands managed by Goldbelt. Goldbelt has not indicated that they plan to legalize this riding activity. The Fish Creek Quarry site, which is owned by CBJ was looked at extensively years ago but the North Douglas Neighbors opposed the proposal strongly. Additionally, the area is much smaller and would not provide for the similar opportunities and riding as proposed at the 35 mile site. The 35 mile Glacier Highway site rose to the top as the site that was most suitable and most likely to be able to be developed in the next few years.

Formal community meetings held to date include a general public meeting on February 9, 2022, the Parks and Recreation Advisory Committee (PRAC) in March of 2021 and April of 2022, the Lands, Housing and Economic Development Committee (LHED) in April of 2022, the Planning Commission in July 2021. In April of 2022 the PRAC and LHED unanimously passed motions of support for CBJ to work with JORA on developing the project and applying for permits. At a later date, after permit applications and project development, the Assembly will consider the partnership and development proposal.

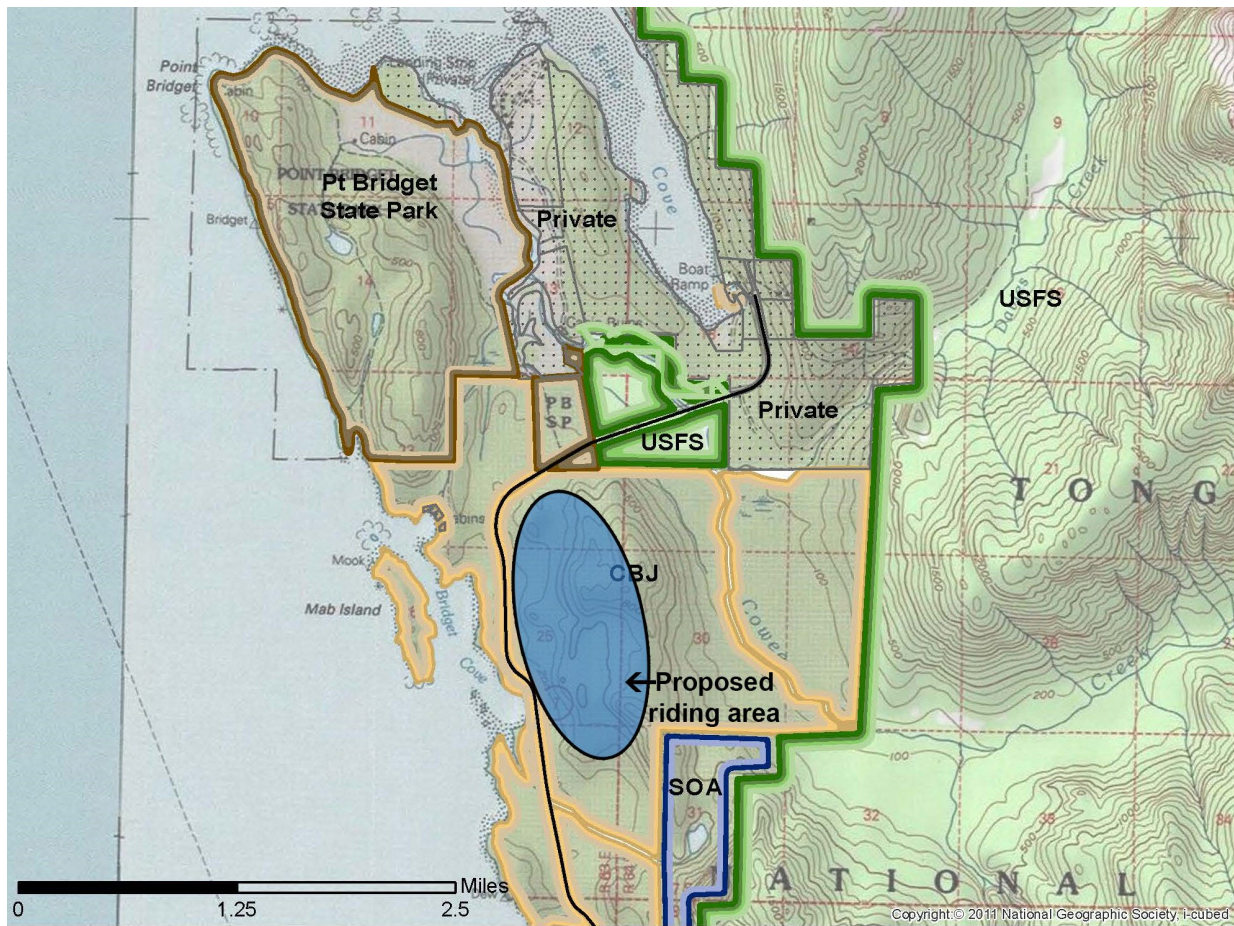
As part of the process of field work and mapping of the site, four volunteer days were organized in July 2022 to help flag and GPS future trails for wetland delineation work happening in August. Over the three days, approximately 30 community members volunteered their time onsite.

CBJ and JORA Partnership:

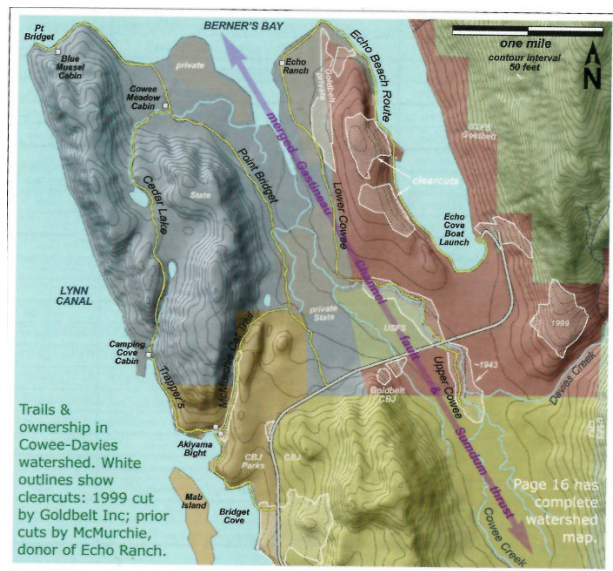
CBJ P&R and JORA would partner under a Memorandum of Understanding (MOU) to develop, operate, manage and maintain the riding park. A draft MOU is attached to this narrative for the purpose of helping the commission understand the partnership and roles and responsibilities of each entity. A finalized MOU, approved permits, JORA's required insurance certificates, and development plans would be the documents that would outline the partnership terms. This MOU would include conditions that CBJ and other permitting agencies require of the development and operation as well as outline compliance and enforcement procedures.

35 Mile Glacier Highway Ownership, Environmental and Field Data:

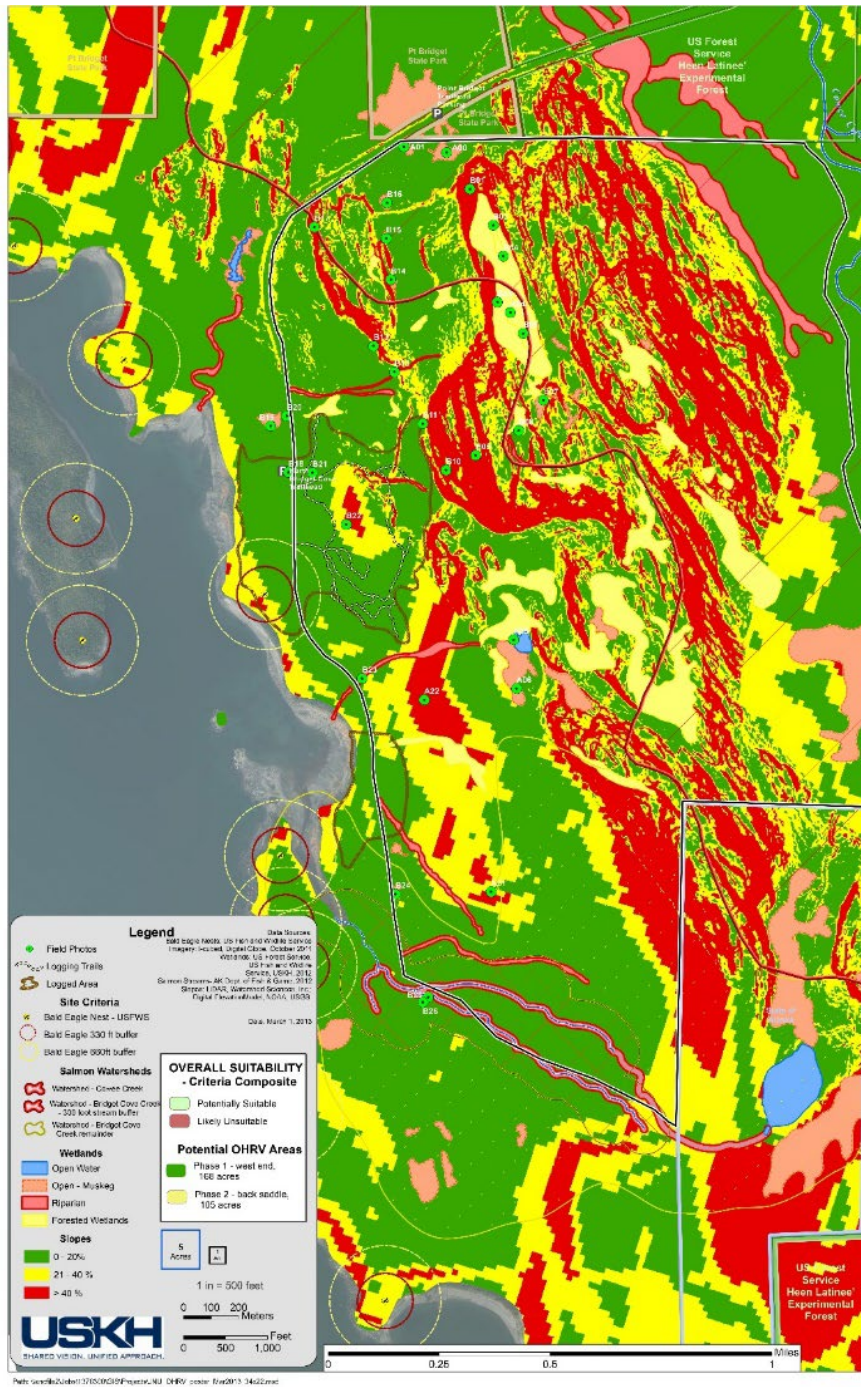
The proposed site for the riding park is on currently undeveloped CBJ land across from Bridget Cove. It is a forested site with portions of it previously logged or used as staging areas for the construction of Glacier Highway. Glacier Highway is the western boundary and a ridgeline to the east separates it from the Cowee Creek Watershed. Runoff from the site goes directly into the ocean at Bridget Cove. The site is bordered by State of Alaska, United States Forest Service and Goldbelt land. The Heen Latinee Forest is to the north on federal land.



Portions of the site were logged in the 1950s and 1960s, it is known as the McMurchie cut. McMurchie owned Echo Ranch at the time and logged areas by the ranch property as well. The following image is from a report created by Richard Carstensen identifying the clear cut areas on the property.



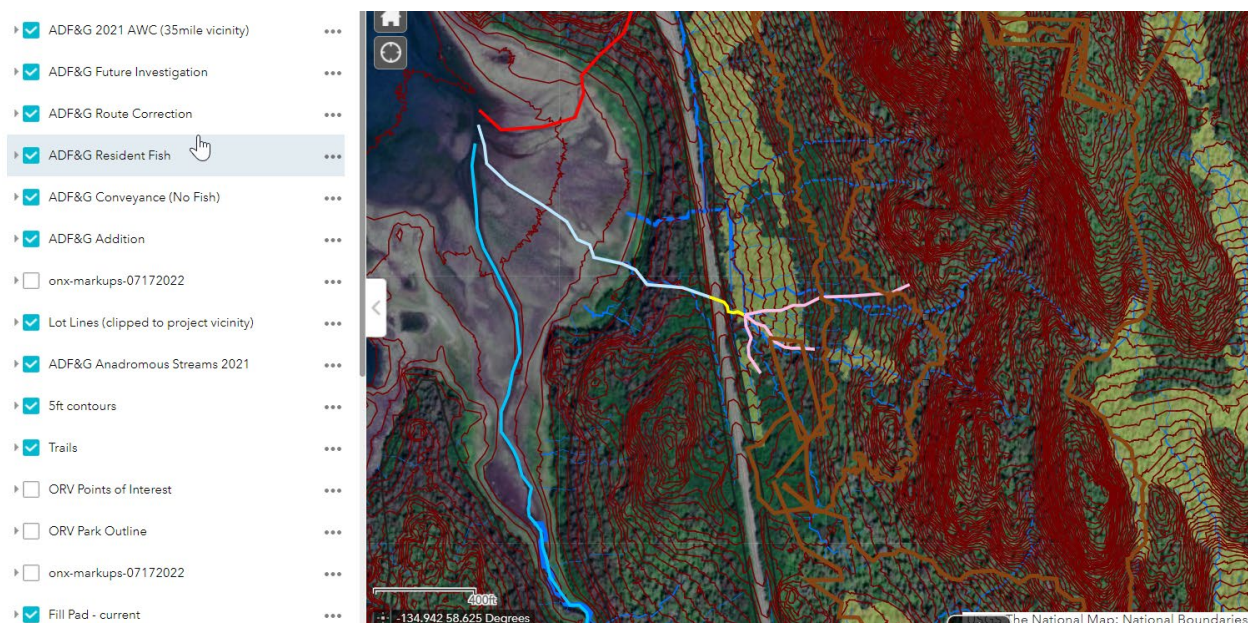
In 2013, CBJ hired a consultant team led by USKH and including the National Off-Highway Vehicle Conservation Council (NOHVCC) to evaluate the site for use as an ORV riding park. They identified a 1505 acre site with 530 acres suitable for riding based on their environmental analysis from mapping and field work. They produced a detailed map including logged areas, eagles' nests, wetlands, slopes, and open water to determine suitability. See the map they developed below.



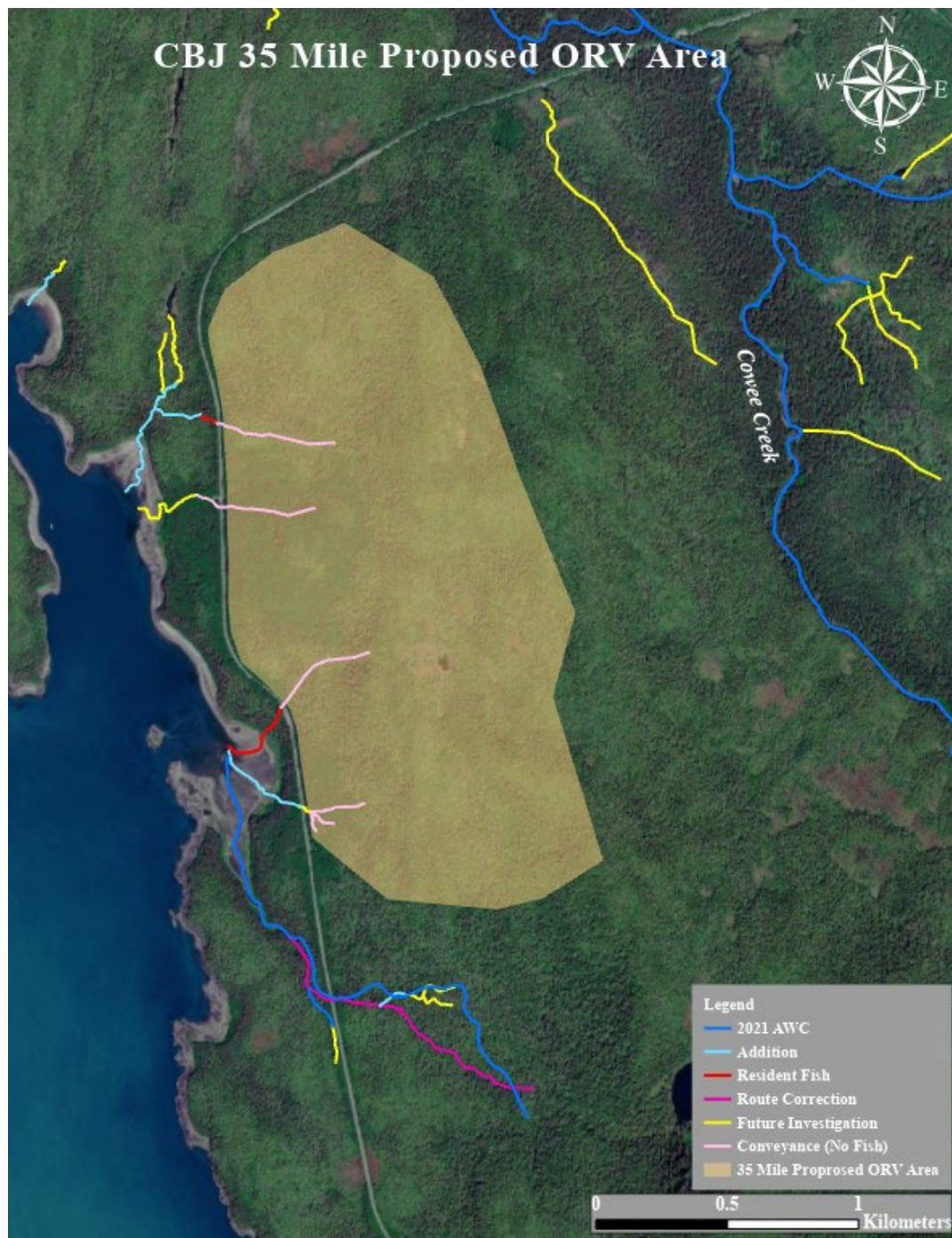
The CBJ deemed the project too expensive at the time to develop and did not have a community group willing to partner on the project.

In 2016, Richard Carstensen, Koren Bosworth and team performed wetland analysis on this site as part of the Juneau Wetlands Management Plan. Detailed wetland mapping exists for this site as a result of this project. However, additional delineation work was performed by Koren Bosworth in August 2022 for an Army Corps of Engineers application for trail and site development.

In 2021 and 2022, P&R began resource mapping and field investigations on the site using previous data and collecting additional data. An online GIS mapper was created with current data including streams, waterbodies, wetlands (2016 mapping), ownership boundaries, elevation data, aerial imagery, and GPS field data. The mapper includes the GIS data from the Juneau Wetlands Management Plan. Here is an example of the mapper showing resource data and potential trails and parking area as brown lines.



In 2021, P&R contacted the Alaska Department of Fish and Game for current anadromous fish data on the site. They did a field assessment to update their mapping and presented a report on their findings, see attached. They found that there is “No fish habitat upstream of Glacier Highway” on this site. The following is the map from their report.



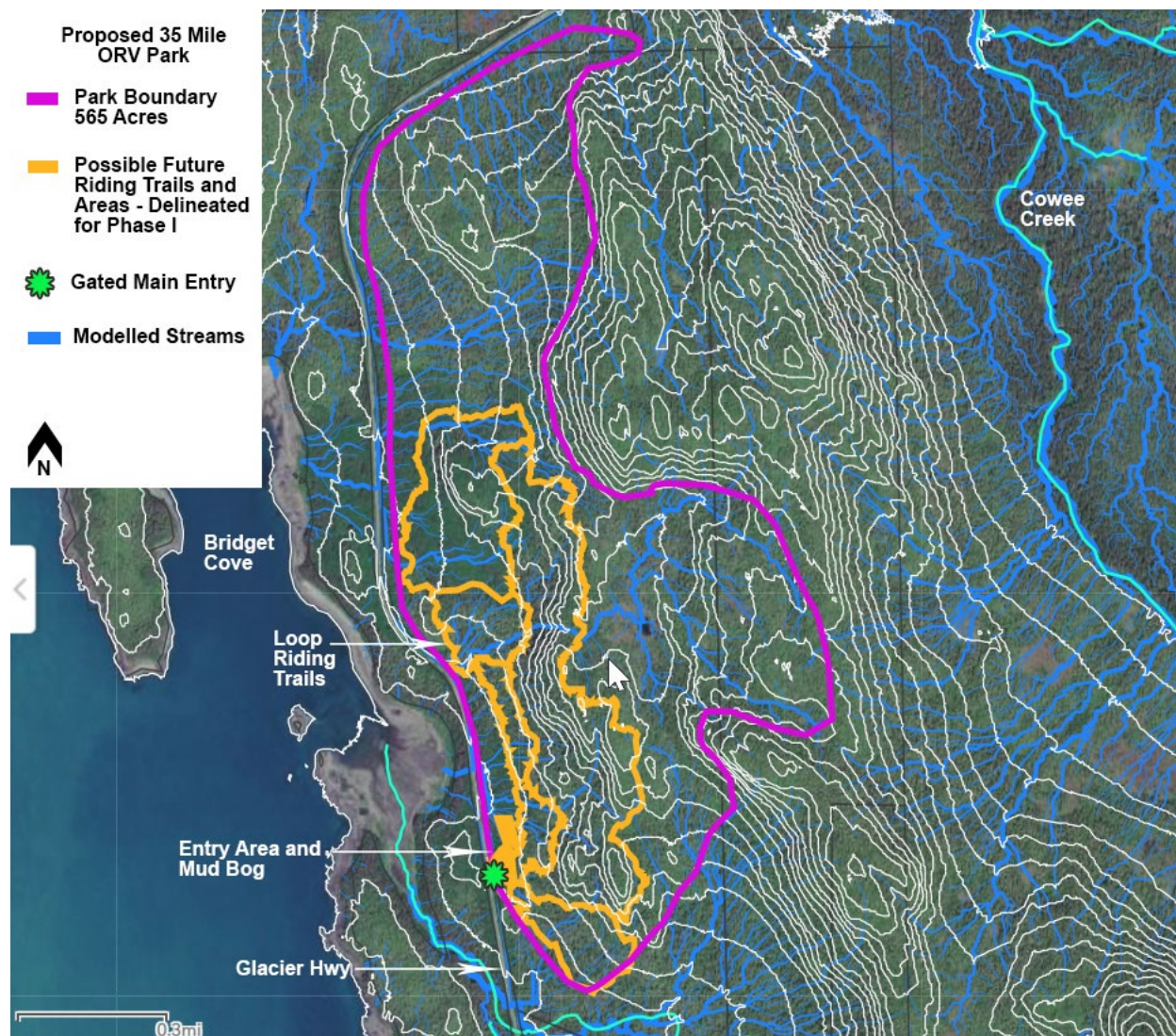
There is some fish habitat below the highway, outside of the project area. Perched culverts and high gradient likely contribute to the lack of fish habitat. Hardened stream crossings and managing erosion and sedimentation in the project area is suggested as important measures for development.

P&R and JORA also attended a pre application meeting with the Army Corps of Engineers to understand regulatory issues on the site and the permitting process.

P&R and JORA have created GPS tracklines and flagging on the site for the proposed riding park. This data is being used for the wetland delineation and permitting process for the site and will be used for construction cost estimates and plan development.

35 Mile ORV Riding Park Site Proposed Plan:

The proposed park area extends from Glacier Highway east to the ridgeline that separates Cowee Creek from the project area. Glacier Highway would also form the norther border and it would extend south to S. Bridget Cove area. The proposed park area encompasses about 565 acres, but much of the area is steep slopes that cannot be developed as trails. Wetlands will also be avoided when possible. The map below shows the full park area for the conditional use permit request for development over time. The initial phase that has been delineated for wetlands and is being submitted to the Army Corps of Engineers is shown below as well. This phase consists of 5 miles of trails through approximately 175 acres of the site. It will likely take multiple years to build this phase. Subsequent phases will be mapped and planned in the field and then wetland fill permits will be applied for as needed.



For Phase I, potential trails, parking area and site features are mapped in the field with GPS tracks and shown on the plan. The wetland delineation has been performed and an Army Corps of Engineers permit is being submitted. The proposed park consists of a gated entrance, parking area, picnic area and caretaker facility on an existing upland fill pad, loop riding trails, mud bog, and cross country riding.

1. Entry Area

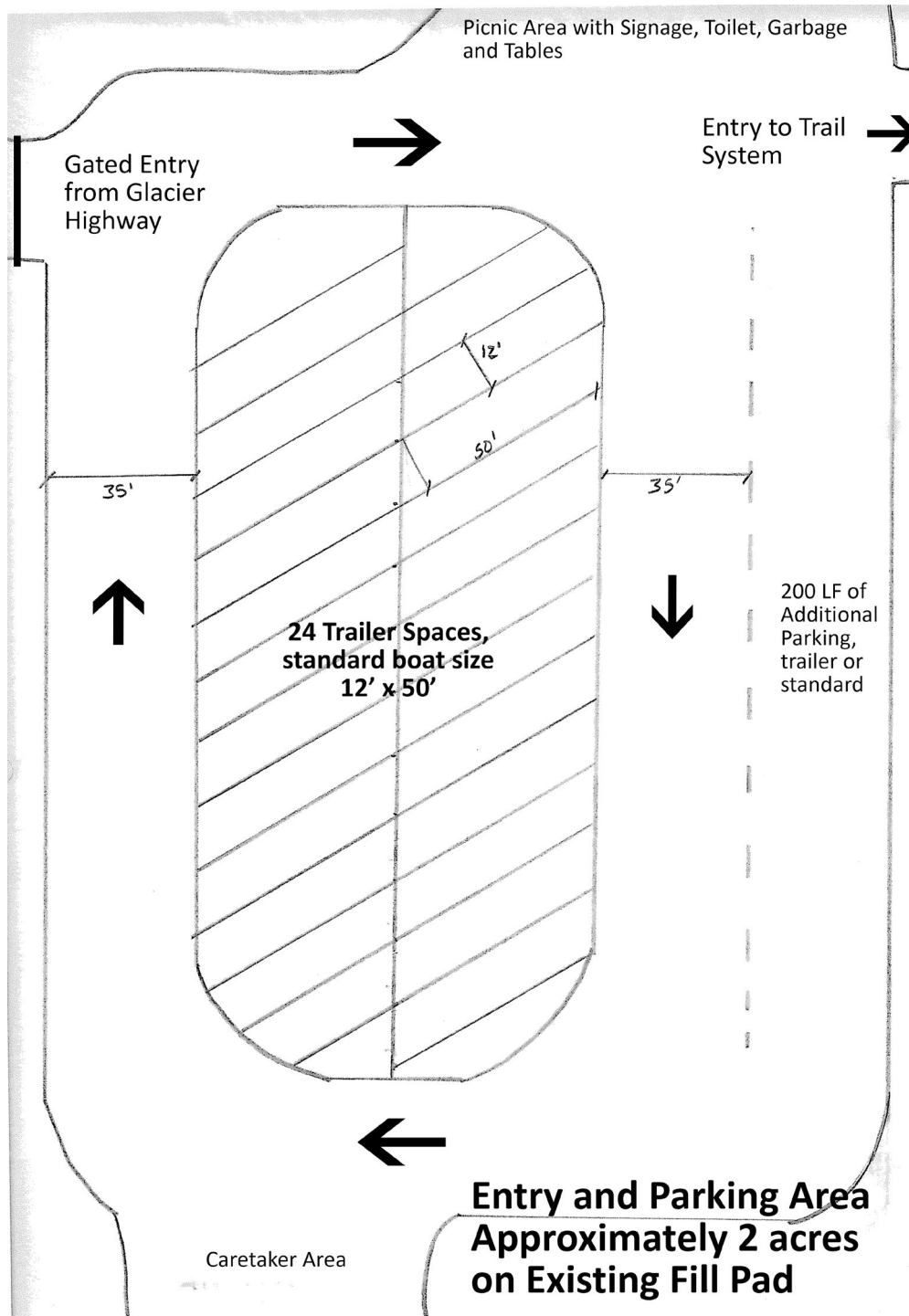
The entry area to the south will be constructed on an existing fill pad that is approximately two acres. This pad was likely a staging area for the construction of Glacier Highway and connects to logged areas. The parking area is sufficient for 24 trailer spots sized to Docks and Harbor's standards for boat trailer spots, and has space for another 200' linear feet for pickups and smaller trailers. Some users will arrive to the site with trailers or with Off-Road Vehicles (ORV) in the back of their pick up trucks. Others, like jeep owners, will arrive to the site in the vehicle they will use at the park. It is very difficult to estimate the number of parking spots needed for this facility as legal ORV riding on public land does not exist in Juneau. Similar facilities do not exist around Alaska where there is a riding park isolated in a community. Most riding opportunities in Alaska are dispersed on small trailheads where riding is allowed on existing trails. The smaller boat launch ramps in Juneau, North Douglas and Echo Cove have about 25-30 boat trailer stalls, while Amalga and Statter Harbors have many more. Docks and Harbors staff have been counting 4 wheeler trailers this summer at Echo Cove (note that ORV riding is illegal in much of Echo Cove, which is primarily Goldbelt Land). They have found between 1-3 trailers for four wheelers on most days, with the highest day of 5 trailers on the Sunday of Memorial Day weekend. It is likely that a legal and intentionally designed ORV riding park in Juneau will be very busy and need more than five parking spots for trailers. Approximately forty spots is a good balance of ensuring there is plenty of space for parking, but also recognizing that JORA, the manager of the site, will require a permit to use the site and manage the capacity of the park for riding.

The entry area will include a locked gate and other perimeter security as needed to be able to effectively close the facility. Only users that purchase and display permits from JORA and agree to follow the rules of operation will be allowed to use the facility. A picnic area with tables, a toilet, entry to the trail system, garbage cans and a caretaker's unit will be located in this area.

The toilet facility will be a vault toilet, similar to the vault toilets at Amalga Cabin, Echo Cove and the Arboretum. These are small structures, approximately 5' x 5' with a toilet and below ground vault manufactured for carrying waste. The vault will be pumped regularly by a local septic pumping service. If funding is delayed for the toilet construction, a portable sanitary unit will be onsite and serviced regularly. The vault toilet installation is regulated by ADEC under 18 AAC 72. P&R spoke with ADEC during application preparation about the project. ADEC said that a plan submittal is required for vault toilet installation and ADEC reviews and approves the plan. No submittal or review is required for portable sanitary units.

JORA may retain a caretaker onsite with specific duties, this is discussed later in the application narrative. The caretaker unit will be an RV with a shower or bathtub, toilet and kitchen sink. It shall have a potable water tank and septic tank that can be pumped at the same time that the vault toilet or portable sanitary units are serviced. A small residential sized generator shall be allowed to provide

electricity to the RV as there is no power to the site. Trash cans and a dumpster shall be located onsite and emptied regularly.



2. Perimeter Control

Permit holder and main access to the site will be across from S. Bridget Cove area. This will be a gated entry that will be locked in the evenings when the facility is closed and in the winter (off-season). There may be a small maintenance and emergency access road to the north in a future phase that will also have a locked gate. This will not be used by the public and only used to provide easier and quicker access to the northern parts of the park in case of emergency or maintenance needs. Both access points from Glacier Highway will require an Alaska Department of Transportation (ADOT) permit. Michael Shuler at ADOT was consulted in August about this project. He was already familiar with it and said that there would not be anything special or out of the ordinary for this driveway permit. Additionally, because Glacier Highway in this area has a chipseal surface, the driveway entrance would likely not have a requirement to be paved. However, ADOT and CBJ discussed options for hardening the entrance for durability. Chipseal or RAP would both work for this facility.

The site is bounded to the west by Glacier Highway and to the east by two ridgelines, a lower ridgeline that for much of the northern section is a rock cliff and an upper ridgeline. All riding areas will be signed or visually marked for riders to stay within allowed riding areas. Designing the site with cliffs, rocks, steep slopes, logs, and other natural barriers will be done to create natural boundary markers. When this is not possible, signage and constructed features such as log barriers and fencing will designate the edges of the park, similar to how Eaglecrest establishes the park boundaries. Riding outside of approved areas will result in loss of riding permits.

3. Trails

Trail design is based on safety, user experience, and environmental considerations. National standards for ORV trail design are published through the National Off-Highway Vehicle Conservation Council (NOHVCC) and the United States Forest Service (USFS). These standards will be applied to site design and layout and trail section design. Trail Mix has been partnering in site development and will continue to work throughout the project with CBJ and JORA. CBJ, Trail Mix, and JORA each have complementary skills and expertise in trail design for sustainability, safety and user experience. The user experience perspective is very important as the riding park should be fun and provide varied experiences that keep users wanting to come back. This will encourage responsible, safe and legal riding in the park and help the community to redirect illegal riders elsewhere in CBJ to ride safely and responsibly in the park.

Loop trails will be designed with connectors between the loops. Trails will be designed for specific experience level from beginner to intermediate and moderate. They will have entry structures that will filter the type of vehicle that can ride on the trail and signal to riders whether or not they can successfully ride the trail. For example, a more challenging narrow trail may have a challenging rock feature with a narrow opening while a beginner trail will have an easier entry feature and a wider gate. The trail will then be designed for width, turn radius, materials and features to match the intended difficulty level and user experience. This will allow riders to learn skills and be able to progress from beginner to more difficult trails if they desire. This will also allow for single track trails for motorcycles and dirt bikes, double track trails for ATVs and 4x4 trails. Trails will also have signs indicating difficulty level and appropriate use. Below is a photo from the popular riding park Walker Valley in Washington, showing a purpose built entry structure.



Trail construction will depend on the soil type, topography, presence of wetlands and intended use of the trail (beginner, expert, etc.). Stream crossings will be hardened with culverts and stabilizing rock or an elevated boardwalk section. Softer soil areas or steeper areas that could be susceptible to erosion will have a rock base. Trail Mix will work with CBJ and JORA on trail design, materials and construction. The National Off-Highway Vehicle Conservation Council (NOHVCC) and the USFS both have standards and guidelines for trail construction that will be followed. The following trail design guidelines from the “Designing Sustainable Off-Highway Vehicle Trails, An Alaska Trail Manager’s Perspective, 2013” by USDA will be followed in construction.

The following is an excerpt from the USDA/USFS document.

Table 4-1—Design Parameters modified by the author for all-terrain vehicle (ATV) trails in Alaska. Trail Classes 1 and 5 are not shown because they are not designed for ATVs as the primary user. —Adapted from “All-Terrain Vehicle Design Parameters,” FSH 2309.18, *Trails Management Handbook* (U.S. Department of Agriculture, Forest Service October 16, 2008).

Trail Fundamentals

| Designed Use: All-terrain vehicle | | Trail Class 2 Simple/minor developed | Trail Class 3 Developed/improved | Trail Class 4 Highly developed |
|---|--|--|--|---|
| Design tread width (If sideslopes are more than 50 percent, increase widths by 6 to 18 inches) | One lane | 48 to 60 inches | 60 inches | 60 to 72 inches |
| | Two lane | Typically not designed for two-lane travel Passing areas (uncommon) 108 inches | Typically not designed for two-lane travel Passing areas (common) 108 inches | Two-lane travel (common) 108 to 120 inches |
| | Structures (minimum width) | 60 inches | 72 inches | 78 inches |
| Design surface | Type | Native, with limited onsite borrow or imported materials Few loose or soft trail segments, commonly rough | Native, with some onsite borrow or imported materials No loose or soft trail segments, occasionally rough | Native, with extensive gravel, pavers, or other imported materials Firm and stable |
| | Obstacles | Rough, with embedded rock, holes, and protrusions up to 6 inches | Generally smooth, with few protrusions exceeding 4 inches | Smooth, with few obstacles exceeding 1 to 3 inches |
| Design grade ¹ (also referred to as target grade in Alaska) | Target range (more than 90 percent of trail) | Less than 15 percent More than 3 percent | Less than 12 percent More than 3 percent | Less than 10 percent More than 3 percent |
| | Short pitch maximum (up to 100-foot lengths—with appropriate water control above and within pitch) | 25 percent on rock or bedrock 20 percent on soil | 20 percent on rock or bedrock 15 percent on soil | 15 percent |
| | Maximum pitch density ² | Less than 15 percent of trail | Less than 10 percent of trail | Less than 5 percent of trail |
| Design tread cross slope (outslope) | Target range | 5 to 10 percent | 3 to 8 percent | 3 to 5 percent |
| | Maximum | 15 percent | 10 percent | 8 percent |
| Design clearing | Width (on steep sidehills, increase clearing on uphill side by 6 to 12 inches) | 12 inches outside of tread edge Some light vegetation may encroach into clearing area | 12 to 18 inches outside of tread edge | More than 18 to 24 inches outside of tread edge |
| | Height | 7 to 8 feet | 8 feet | 10 feet |
| Design turns | Radius | 15 feet minimum | 15 to 20 feet minimum | 20 feet minimum |
| | Type | Climbing turns (switchbacks only when absolutely necessary) | Climbing turns | Climbing turns |
| Water control ³ | Type | Grade reversals Dip drains Rolling grade dips No water bars | Grade reversals Dip drains Rolling grade dips No water bars | Grade reversals Dip drains Rolling grade dips No water bars |
| Sustainable trail design | Elements | Contour alignment Controlled grade Integrated drainage Full bench Durable tread | Contour alignment Controlled grade Integrated drainage Full bench Durable tread | Contour alignment Controlled grade Integrated drainage Full bench Durable tread |

¹Target and short pitch trail grades should be based on local soils, hydrological conditions, use levels, and other factors contributing to surface stability and erosion potential.

²Maximum pitch density refers to the percentage of the trail length that has the short pitch maximum grade.

³Water control structures should be spaced frequently enough to prevent water from eroding the tread surface.

The following is an excerpt from the NOHVCC “Great Trails: Providing Quality OHV Trails and Experiences”, 2015 that outlines typical standards based on trail difficulty.

| Sample ATV Trail Design & Difficulty Guidelines | | | | |
|---|-------------------------|--|---|--|
| (These guidelines are to assist in design, construction, and maintenance. Any guideline should be adjusted to reflect local experience and actual site conditions.) | | | | |
| | | Easiest | More Difficult | Most Difficult |
| Grade: | Typical grade | < 20% | < 25% | < 30% |
| Grade should roll and not be sustained | Max. Pitch | Maximum grades are the exception, not the rule | | |
| | Grade | 15% - 20% | 20% - 30% | > 30% |
| | Length | Variable 50' - 100' dependant on soils,use type and use intensity, and climate. As grade increases, length on grade should decrease. | | |
| Clearing: | Width | 60" to 72" | 50" to 60" | 50" (maximum) |
| | Height | 7' | 6' | 6' |
| | Helmet and leg slappers | Few | Many | Common |
| Tread: | Width (mini-mum) | | | |
| | Sideslope <25% | 60" | 50" | 50" |
| | Sideslope 25% - 70% | 60" to 72" | 55" to 60" | 50" |
| Surface: | | Some roots or rocks, obstacles rarely exceed 6-8" and are imbedded solidly in tread; obstacles generally on tangents; tread plane relatively flat with 15% max. outslope for short sections; sweeping curves and some circular climbing turns, more open alignment with circular longer radius curves; sand acceptable and some sections of slippery clay or loose material. | Many roots or rocks, obstacles rarely exceed 8-10" and are loose; obstacles on tangents and some on curves; tread plane flat to irregular with 25% max. outslope for short sections and long sections with less outslope; climbing turns and some circular switchbacks; sections of tight alignment with circular short and long radius curves; sand acceptable and long sections of slippery clay or loose material. | Very many roots or rocks; many obstacles exceed 10"; obstacles on tangents and curves; tread plane very rough and irregular with long sections exceeding 25% outslope; non-circular climbing turns and switchbacks; long sections of very tight alignment with non-circular curves; entire trail may be soft sand, slippery clay, loose material or mud. |
| Exposure: | | None | some, potential injury | Could be common, potential serious injury. |
| Maintenance: | | Trais receive appropriate maintenance to remain within their TMO, maintain effective signing, and to protect resource values. | | |

Both guidance documents provide extensive planning standards, design details, and drainage/stormwater standards for OHV park and trail development.

4. Mud Bog

To make a fun user experience, a mud bog feature is included in the plan. This is a built feature that allows a rider to cross through a wet area in their machine. The wet area is constructed to contain runoff, similar to a detention pond that holds water, and has a hardened rock bottom. The outlet will be hardened and have stormwater treatment.



5. Cross Country Area

Another area designed for the fun of users and to encourage responsible use is the cross country area. This feature is proposed to the north of the site where there is a previously logged area. The idea is that users can ride freely and no additional trails will be developed. The perimeter will be delineated by topography, signage or trails and drainages will have stormwater treatment at the downstream ends to treat any sediment coming from this area. This could include retention areas, check dams, and filter strips.



35 Mile ORV Riding Park Management Plan

1. Emergency Plan

The riding park at 35 mile will be closed and secured with a locked gate when the park is not open to riding. Riding will be permitted during the spring, summer and fall season during daylight hours and only users with permits can ride in the park. To get a permit a fee will be paid to JORA and the rules of conduct will be signed by the user. Information will be given regarding safety and communications while in the park. Most of the park area has cell phone network communication with at least one bar. Some areas have two or three bars on standard cell phones. Satellite connection is very good and satellite connectivity devices like In Reach can be used with no issues.

The Juneau Police Department (JPD) has been consulted about response at the proposed park. JPD's patrol area ends at the ferry terminal, so any JPD presence will be response based. It will likely take JPD 25 minutes to arrive at the site and they will prioritize their response based on the issue, for example a hit and run may be a lower priority while violence may be a higher priority. The JPD Patrol Lieutenant said that they do not receive many calls from out the road including Echo Cove or Sunshine Cove, if they do they are typically traffic collisions or late night party issues. They do not receive many calls from the two snowmobile areas, Lake Creek or Dan Moller accesses, either. For JPD, a gate that is locked at night is important to prevent trespassing.

Capital City Fire and Rescue (CCFR) was consulted about response as well at the proposed park. The park is outside of the fire service area which ends at Cohen Drive. If CCFR receives a call about a fire incident, if there is no imminent life danger they do not respond immediately. The duty chief would go

out to evaluate it but they would not do fire suppression. If there is a risk of forest fire, USFS would be contacted and they may choose to perform fire suppression. Extinguishers will be required on site and can be used to put out fires. If there is a call for ambulance service, the response time is long. CCFR may choose to send a helicopter for transfer to the hospital. This has been done with some incidents out the road such as Echo Cove and in Spaulding Meadows. Sometimes others will move the injured party by vehicle to the helicopter landing site, or cars can be moved from the parking lot to allow for a helicopter to land.

2. Enforcement Plan

Facility rules will be developed cooperatively by CBJ Parks & Recreation and JORA, and may include things like equipment requirements, use of helmets, and hours of operation. The parties will rely on progressive enforcement: (1) JORA will seek to obtain voluntary compliance through education, including signage and personal contacts. (2) Users who knowingly violate facility rules will be suspended for a period of time. The duration of the suspension will progressively increase if additional violations are observed, up to one year. (3) Users who access the facility while suspended may be charged by CBJ with criminal trespass. This approach is similar to how Parks & Recreation enforces rules at other facilities, including the Hank Harmon Public Range and recreation facilities.

Criminal activity that is an immediate threat to life or property will be reported immediately to the Juneau Police Department. Other violations of city or state laws will be referred to the Juneau Police Department for investigation and appropriate action.

3. Maintenance Plan

JORA will be responsible for maintenance of the facility with oversight and assistance from P&R. JORA will maintain the parking/entry area, trails, stream crossings, stormwater management structures and all facilities at the park. Maintenance includes picking up trash, maintaining trail tread to prevent erosion, repairing stream crossings and stormwater structures to prevent sedimentation downstream, maintaining signage and perimeter controls, and keeping the toilet area clean and stocked with toilet paper and supplies. An onsite caretaker will be eyes on the ground and can communicate with the board when assistance is needed.

P&R will request funding in the annual operating budget to support the 35 mile facility. Regular inspections will be performed by P&R staff throughout the open season to ensure the facility is maintained to a clean, safe and sustainable standard.

Camping will not be allowed in this initial phase, but in future phases camping sites may be developed with appropriate facilities for waste disposal.

4. Caretaker Plan

JORA may retain a caretaker to reside onsite during the open season. Space adjacent to the parking/entry area will be dedicated as a site for an RV for the caretaker to live. The caretaker, similar to the responsibilities of the caretaker at HHPR, will open and close the entry gate each day. They will pick up trash and maintain the entry area in a neat, orderly and safe way. Similar to the HHPR caretaker, they may not be onsite 24/7. However, they will be able to provide information to users when onsite on

permit requirements and rules of conduct. They will contact JORA, P&R or emergency personnel as needed based on the type of issue that arises. The caretaker will have a written agreement with JORA. P&R will have a written agreement with JORA that allows for a caretaker to reside on site.

5. Light and Noise Management

There is no proposed public lighting for the riding park. Similar to the Hank Harmon Public Range, the facility will be closed when it is dark. There may be an exterior light on the caretaker RV but this will be residential quality and output for use around the RV.

Noise management will be approached through testing, outreach and enforcement. A noise study was performed by JORA with CBJ P&R present as auditors on September 6, 2022 at the 35 mile site. The methodology for the study was based on industry standard testing procedures published in the USDA/USFS “Off-Road Vehicle (ORV) Sound-Level Regulations and Their Enforcement” by Robin T. Harrison, 1981. The test procedure is designed for “field enforcement of sound-level limit regulations”.

The sound test was performed by 4 members of JORA with three CBJ Parks and Recreation staff present to audit and monitor the testing. Three sites were located throughout the park for sound generation, one at the parking lot trailhead, one on the ridge to the east, and one on the lower trails to the north. Four sound recording sites were established. Two sites were located to the north and two to the south, with a beach site and a roadside/trailhead site at each north and south location. The sound recording sites were chosen because they are the main access trails and parking areas to Bridget Cove. These are the closest areas where people will be outside of vehicles near the park and could be impacted by noise. The map shows the locations of the sound generation and sound recording sites.



A 4 wheel drive ORV model Can Am Outlander 1000r 976cc V-Twin was started up and ran at 4000 rpm at Sound Generation Test Site 3 by the proposed parking lot where an existing old roadbed allowed access into the site. The other two sound generation sites were more remote and access with an OHV was not possible, at these sites a chainsaw on idle generated similar decibel levels. The sound recording instrument was a Vlike VL6708 Digital Sound Level Meter.

Sound test procedure followed was based on the Harrison publication and outlined here:

Test Site

Test site shall be a flat, open space free of large sound reflecting surfaces (other than ground) such as parked vehicles, signboards, building or hillsides which are within 16 feet of vehicle being tested.

Procedure

- The driver shall sit in the normal driver's position and run the engine with the gearbox in neutral at a speed specified in section 4.2. If no neutral is provided, the vehicle shall be operated either with the driving wheels 2 to 4 in clear of the ground, or with the drive chain removed.
- During sound-level measurements the engine shall be operated at an engine speed equal to half the speed at which the manufacturer specifies that maximum horsepower is developed.
- If the engine speed at which maximum horsepower is developed is not known, then the test engine speed shall be the engine speed equal to half of the manufacturer's maximum recommended engine speed.
- Vehicle will run for 20 to 30 seconds, for data collection.

Measurements

- The sound-level meter shall be set for the A-weighting network and should be set for "slow response. ("Fast" may be used.)
- The microphone shall be located behind, $0.5\text{ m (20 in)} \pm 0.03\text{ m (1 in)}$ from, and at the same height $\pm 0.03\text{ m (1 in)}$, as the rearmost exhaust outlet, and at a 45-degree (± 10 degrees) angle to the normal line of travel of the vehicle. The longitudinal axis of the microphone shall be in a plane parallel to the ground plan. If the rearmost exhaust outlet is under the body of the vehicle, the microphone shall be located no closer to the side of the vehicle than 0.2 m. (8 in) .
- No wire or other means of distance measurement shall be attached to the microphone.

The data in the following table was taken following these procedures on September 6, 2022 at the 35 mile site.

| | | | |
|---|---------------|------|--|
| 35 Mile OHV Sound Test | | | |
| September 6, 2022, 10:30am - 11:30am | | | |
| Sound Measurement Taken with Vlike VL6708 Digital Sound Level Meter | | | |
| | | | |
| Location | Sound Reading | Unit | Notes |
| Sound Generation Test Site 1 - North Trail | | | |
| ambient sound | 39 | db | |
| Chainsaw on idle, average of three readings | 98 | db | Reading 20" from chainsaw |
| | | | |
| Sound Recording Site 1 - N. Bridget Cove Parking Lot add distance | | | |
| ambient sound | 43.3 | db | |
| Chainsaw on idle, average of three readings | 42.9 | db | |
| | | | |
| Sound Recording Site 2 - N. Bridget Cove beach at end of trail | | | |
| ambient sound | 54.9 | db | High reading due to generator on nearby boat and loud ravens |
| Chainsaw on idle, average of three readings | 53.6 | db | |
| | | | |
| Sound Generation Site 2 - Ridge Trail | | | |
| ambient sound | 50 | db | |
| Chainsaw on idle average of three readings | 98 | db | |
| | | | |
| Sound Recording Site 1- N. Bridget Cove Parking Lot | | | |
| ambient sound | 43.3 | db | |
| Chainsaw on idle, average of three readings | 43 | db | |
| | | | |
| Sound Recording Site 2 - N. Bridget Cove beach at end of trail | | | |
| ambient sound | 51.9 | db | |
| Chainsaw on idle | 52.4 | db | |
| | | | |
| Sound Generation Site 3 - Parking Lot Trailhead | | | |
| ambient sound | 39 | db | |
| Can Am Outlander 1000r 976cc V-twin @ 4000 rpm | 90 | db | Reading 20" from exhaust pipe |
| | | | |
| Sound Recording Site 3- S. Bridget Cove Pullout | | | |
| ambient sound | 48.8 | db | |
| OHV Quad @ 4000 RPMs | 48.8 | db | |
| | | | |
| Sound Recording Site 4 - S. Bridget Cove beach at end of trail | | | |
| ambient sound | 49 | db | |
| OHV Quad @ 4000 RPMs | 49 | db | |

Findings from the 9/6/22 test show that for all locations, sound generated from OHV or chainsaws did not increase sound readings at the sound recording sites above ambient levels. The JORA members and P&R staff reported no change to audible sound levels during the sound testing at these locations while they operated the sound meters. The table below shows typical sound levels for a variety of indoor and outdoor environments. The ambient sound recorded at each location is in the urban daytime and nighttime levels according to San Diego County. This is likely due to wind, bird, forest leaves, boat, and car traffic in the area. It was not raining during the sound study.

The San Diego Department of Planning and Development Services published this table to help understand typical sound levels:

Table 1
Sound Levels of Typical Noise Sources and Noise Environments

| Noise Source (at Given Distance) | Noise Environment | A-Weighted Sound Level | Human Judgment of Noise Loudness (Relative to Reference Loudness of 70 Decibels*) |
|---|--|---------------------------|--|
| Military Jet Takeoff with Afterburner (50 ft) | Carrier Flight Deck | 140 Decibels | 128 times as loud |
| Civil Defense Siren (100 ft) | | 130 | 64 times as loud |
| Commercial Jet Take-off (200 ft) | | 120 | 32 times as loud Threshold of Pain |
| Pile Driver (50 ft) | Rock Music Concert Inside Subway Station (New York) | 110 | 16 times as loud |
| Ambulance Siren (100 ft) Newspaper Press (5 ft) Gas Lawn Mower (3 ft) | | 100 | 8 times as loud Very Loud |
| Food Blender (3 ft) Propeller Plane Flyover (1,000 ft) Diesel Truck (150 ft) | Boiler Room Printing Press Plant | 90 | 4 times as loud |
| Garbage Disposal (3 ft) | Higher Limit of Urban Ambient Sound | 80 | 2 times as loud |
| Passenger Car, 65 mph (25 ft) Living Room Stereo (15 ft) Vacuum Cleaner (10 ft) | | 70 | Reference Loudness Moderately Loud |
| Normal Conversation (5 ft) Air Conditioning Unit (100 ft) | Data Processing Center Department Store | 60 | 1/2 as loud |
| Light Traffic (100 ft) | Large Business Office Quiet Urban Daytime | 50 | 1/4 as loud |
| Bird Calls (distant) | Quiet Urban Nighttime | 40 | 1/8 as loud Quiet |
| Soft Whisper (5 ft) | Library and Bedroom at Night Quiet Rural Nighttime | 30 | 1/16 as loud |
| | Broadcast and Recording Studio | 20 | 1/32 as loud Just Audible |
| | | 10 | 1/64 as loud |
| | | 0 | 1/128 as loud Threshold of Hearing |

Source: Compiled by Kimley-Horn and Associates, Inc.

The following table is from the Harrison study and recommends max sound levels for ORVs.

Table 1. Suggested ORV maximum sound levels.

| Vehicle class | Vehicle subclass | Test method -- | Sound limit (dBA) |
|--|---|---|--|
| Four-wheel drives, dune buggies, four- and six-wheel ATV's (including Honda's Odyssey) | N/A | ½ max. hp engine speed @ 20 in. (Forest Service method) | 99 |
| Motorcycles and three-wheel ATV's | Small Large Competition | ½ max. hp engine speed @ 20 in. (SAE J1287) | 95 99 101 |
| Snowmobiles | Mfg. on or after 6/30/76 Mfg. before 6/30/76 | 15-mph cruise-by @ 50 ft. (SAE J1161) | 73 ^{L/} 77 ^{L/} |
| Motorboats | Sporting Fishing | Wide-open throttle. (SAE J34a) | 86 ^{L/} 82 ^{L/} |
| ^{L/} A 3-dBA tolerance should be allowed to account for differences in test sites, etc. | | | |

96dBA is the standard noise limit for ORV use throughout much of the United States, including California State Parks System and Colorado.

Proposed rules for the 35 mile site include “Motorized vehicles must be equipped with functioning brakes and muffler, with noise limit not to exceed 96dBA. Motorcycles and all-terrain vehicles (ATVs) must be equipped with a spark arrestor.” Additionally, when applying for a permit to use the riding park, JORA will require that all vehicles have a stock exhaust system. Any vehicles with after market systems will require testing prior to receiving a permit. Additionally, if any vehicles are found on site to be excessively noisy, JORA will require testing and proof that they meet the noise threshold.

CBJ enforces noise violations through the Disturbing the Peace regulation, CBJ 42.20.095.

Management Partnership

The partnership between JORA and CBJ Parks and Recreation will be formalized through the Memorandum of Understanding (MOU), the Rules of Use, and all permits. Drafts of the MOU and the Rules of Use are attached to this application so that the Planning Commission can understand the partnership and responsibilities of each entity.

**MEMORANDUM OF AGREEMENT BETWEEN
JUNEAU OFF-ROAD ASSOCIATION
AND
CITY AND BOROUGH OF JUNEAU**

WHEREAS, the City and Borough of Juneau, through the Parks and Recreation Department, (hereinafter "CBJ") wishes to engage Juneau Off-Road Association (hereinafter "JORA") for the purpose of operating and maintaining the 35 mile Off Road Vehicle (ORV) Park for use by the public located on CBJ property; and

WHEREAS, the 2019 Parks and Recreation Master Plan, recognizes Off Road Vehicle (ORV) riding areas as a park system gap and that CBJ should work with and support the ORV community to identify a suitable site and facilitate development of viable opportunities for ORV recreation, and

WHEREAS, the Assembly adopted Resolution xxxx on xx date supporting the development of the 35 mile site for a public riding park managed by JORA according to terms of an agreement with the Parks and Recreation Department and as conditioned by required permits.

THEREFORE, the CBJ and JORA agree as, as follows:

The parties intend that an independent contractor relationship will be created by this agreement. The CBJ is only interested in the results to be achieved as provided in this agreement. The conduct and control of the work will lie primarily with JORA, as directed by CBJ. JORA is not considered to be an agent or employee of the CBJ for any purpose, and the members of JORA are not entitled to any benefits that CBJ provides for CBJ employees. CBJ does not agree to use JORA exclusively. JORA does not agree to work for CBJ exclusively.

- A. Scope of Service.** JORA will carry out in a professional and prudent manner all of the services described, outlined, and agreed below including Appendix A – Site Map and Construction Drawings, Appendix B - Construction and Operation Permits, Appendix C – Construction Requirements, Appendix D – Annual Operating Plan, Appendix E – Rules of Conduct

1. JORA shall:

- a) Construct, operate, manage, and maintain an ORV riding park for use by the public within the boundaries of the 35 mile site as depicted in Appendix A and as described in this agreement. Appendix A includes a project area map and construction plan.
- b) Construct, operate, manage and maintain the ORV riding park in adherence to this agreement and all permits including but not limited to the CBJ Conditional Use Permit, and the Army Corp of Engineers permit. The permits are attached in Appendix B.
- c) JORA shall not allow public use of the park until construction of the entry area and the facility that will be opened is complete. For example, construction of the mud pit including stormwater controls must be complete before use, and construction of a loop trail must be complete before it is open to the public. Additionally, all permit requirements as detailed in Appendix B must be satisfied prior to public use. JORA

must receive written approval from the Parks and Recreation Department to begin operation. This MOA only permits construction and development of improvements detailed in Appendix A. Additional improvements must be agreed to in writing and added as an addendum to this MOA.

- d) Adhere to and follow all local, state and federal laws.
- e) Create and establish rules for the operation of the park and public use. The rules shall be an addendum to this agreement.
- f) Operate the park in accordance with established rules approved by the JORA board and post signage with the rules in appropriate areas.
- g) Maintain the 35 Mile ORV Park in good repair and operating condition in adherence with permits and this agreement. Required work includes but is not limited to: maintaining trails, riding features, drainage structures, site boundary signage and structures, entry gate, and stormwater facilities to comply with permits and protect the forest, waterways and natural environment. Regular services include: opening and closing the facility gate each day according to posted hours; cleaning and stocking of the toilet; general painting and upkeep of structures; emptying garbage cans; picking up litter; and organizing regular cleanup and maintenance days.
- h) Immediately notify CBJ of known or reported accidents, injuries, incidents, or unsafe conditions.
- i) Apply for grant funding for park improvements and collaborate with CBJ on the work.
- j) Submit an Annual Operating Plan each year due to CBJ on June 30. The requirements of this plan are in Appendix D. Operate and maintain the 35 Mile ORV Park in accordance with the Annual Operating Plan.
- k) Conduct site visits as requested and at a minimum of 2x per year with CBJ and other parties as required by CBJ.
- l) Open and close the security gate daily at posted hours.
- m) Install and maintain perimeter site controls to prohibit riding outside of the park area and off trail. JORA shall immediately notify CBJ of any user riding activity outside of the boundary of the park established by this agreement and work with the CBJ to identify the users and prohibit this activity.
- n) Keep and maintain oil spill control clean up kits onsite and available for public use. Permit holders shall carry spill control cleanup materials such as absorbent towels and disposal bags when in the park.

2. JORA may:

- ii. Charge reasonable fees for use of the park by the general public to support upkeep of the park and fund projects and events sponsored by JORA for park users.
- iii. Engage a park caretaker to live on the premises year round to assist in the general upkeep of the park. The caretaker name and contact information shall be provided

to the CBJ. A caretaker residence:

- Shall be maintained in a neat and orderly condition free of garbage and litter
 - All utilities and waste related to the caretaker residence are the responsibility of JORA to maintain, remove and dispose of properly
 - Shall be an RV that has a bathtub or shower, toilet and kitchen sink that is maintained in a safe working condition, a septic tank that can be emptied and a potable water tank
 - May have a generator to supply electricity and a small propane tank
 - May be entered by CBJ in the case of an emergency, pursuant to a Court Order, or on occasion to ensure the RV meets CBJ requirements. CBJ will provide Caretaker with at least 24 hours' notice of intent to enter except in the case of an emergency.
- iv. Add additional buildings or facilities to the site to support maintenance and services upon written approval by the CBJ and receipt of all required permits.

3. CBJ shall:

- a) Upon Assembly budget approval, pay for dumpster service and pumping of the vault toilet or two port a potties during the summer season. CBJ is not responsible for large and bulky trash items or abandoned or junk vehicles that are left on the site.
- b) Upon Assembly approval, support construction of the facility with existing CIP funding for an ORV park and any future grant funding for the site.
- c) Allow JORA to post signage with rules and events for the public and recognizing donors. CBJ may also post signage related to local, state and federal rules and regulations, establishing the park as a CBJ facility managed by JORA, marking boundaries, and other items related to CBJ land and facility management.
- d) Support JORA efforts to secure grants and other funding for improvements.
- e) Work collaboratively with JORA and assist when feasible on maintenance projects.
- f) Enter the premises as desired. If CBJ enters the premises outside of open hours, every effort will be made to inform JORA prior to entering.

4. Prohibited Activities:

- a) For construction of facilities, live tree cutting should be avoided when possible. Only trees within designated trails or facilities on the plan shall be cut. Trees greater than 8" dbh require approval from CBJ prior to cutting. The general public and park users shall not cut any trees.
- b) No camping shall be allowed at the park. This agreement may be amended in the future to allow camping.

- c) Fires are not allowed in the park except in designated fire pits in the entry area.
- d) Park users may not bring pets into the park.
- e) No hunting or shooting is allowed in the park.

B. Personnel and Licenses.

1. Except as noted in the yearly work plan, JORA represents that it has or will secure at its own expense all personnel and labor required in performing the services under this agreement. Personnel may include, but are not limited to, a caretaker, ranger, or other maintenance staff.
2. All of the services permitted hereunder will be performed by JORA or under its supervision.
3. JORA warrants that it is fully licensed under all applicable local, state, and federal laws to perform services to be provided hereunder.

C. Time of Performance. The services of JORA may commence as soon as practicable upon signing of this agreement. This agreement begins on the date of signature below by the Parks and Recreation Department and terminates on June 30, 2027. This agreement may be extended additional years by mutual written agreement.

D. Reporting. The CBJ's primary representative for this agreement shall be the Parks and Recreation Deputy Director. The Parks and Recreation Parks and Landscape Supervisor shall be an alternate representative. The CBJ shall not be liable for JORA expenses incurred in reliance on directions received from any other municipal officer or employee. The JORA primary representative for this agreement shall be the President. The JORA Vice-President shall be the alternate. Reliance by the CBJ on representations by any other person shall be at the CBJ's own risk.

E. Termination for Convenience. CBJ or JORA may terminate this agreement at any time upon 60 days' written notice.

F. Agreement. All parties mutually agree to the terms of this Memorandum of Agreement. The Memorandum of Agreement should not be construed in favor of or against any party. This Memorandum of Agreement contains the entire agreement between the parties; there are no other promises, terms, conditions, or obligations other than those contained therein; and this agreement and yearly work plans shall supersede all previous communications, representations or agreement, either oral or written, between the parties.

G. Changes. The CBJ may require changes in the scope of the agreement from time to time. The parties may meet to discuss changes that are necessary to the scope of this agreement, which the parties shall mutually agree to in writing.

H. Equal Employment Opportunity. JORA will not discriminate because of race, religion, color, sex,

national origin, age, disability, marital status, changes in marital status, pregnancy or parenthood, sexual orientation, gender identity, or gender expression.

- I. Conflicts of Interest.** JORA warrants that no employee or officer of the CBJ has violated the conflict of interest provisions of CBJ code regarding this agreement. JORA also warrants that it has not solicited or received any prohibited action, favor or benefit from any employee or officer of the CBJ, and that it will not do so as a condition of this agreement. If JORA learns of any such conflict of interest, JORA shall without delay inform the City and Borough Attorney or CBJ's representative for this contract.
- J. Assignability.** JORA shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the CBJ.
- K. Inspection and Retention of Records.** The CBJ may inspect, in the manner and at reasonable times it considers appropriate, all of JORA facilities, records, and activities having any relevance to this agreement. JORA shall retain financial and other records relating to the performance of this agreement for a period of six (6) years, or until the resolution of any audit findings, claims, or litigation related to the contract.
- L. Insurance Requirements.** *Need this info from Risk Management. There may be different requirements for construction phase and ongoing operations.*
- M. Indemnification.** JORA agrees to defend, indemnify, and hold harmless CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the JORA's performance of this agreement, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ relating to this contract. The obligations of JORA arise immediately upon actual or constructive notice of any action, claim, or lawsuit. CBJ shall notify JORA in a timely manner of the need for indemnification, but such notice is not a condition precedent to JORA's obligations and is waived where JORA has actual notice.
- N. Choice of Law, Jurisdiction.** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Contractor specifically waives any right or opportunity to request a change of venue for trial pursuant to AS 22.10.040.
- O. Applicability of Alaska Public Records Act.** JORA acknowledges and understands that the CBJ is subject to the Alaska Public Records Act (AS 40. 25. 120) and that all documents received, owned or controlled by the CBJ in relation to this agreement must be made available for the public to inspect upon request, unless an exception applies. It is JORA's sole responsibility to clearly identify any documents JORA believes are exempt from disclosure under the Public Records Act by clearly marking such documents "Confidential." Should the CBJ receive a request for records under the Public Records Act applicable to any document marked "Confidential" by

JORA, the CBJ will notify JORA as soon as practicable prior to making any disclosure. JORA acknowledges it has five (5) calendar days after receipt of notice to notify the CBJ of its objection to any disclosure, and to file any action with any competent court JORA deems necessary in order to protect its interests. Should JORA fail to notify the CBJ of its objection or to file suit, JORA shall hold the CBJ harmless of any damages incurred by JORA as a result of the CBJ disclosing any of JORA's documents in the CBJ's possession. Additionally, JORA may not promise confidentiality to any third party on behalf of the CBJ, without first obtaining express written approval by the CBJ.

P. Severability. If a court of competent jurisdiction renders any part of this agreement invalid or unenforceable, that part will be severed and the remainder of this agreement will continue in full force and effect.

Q. Waiver. Failure or delay by the CBJ to exercise a right or power under this agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the CBJ. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

R. Contacts:

1. The contact for the CBJ is: Michele Elfers, Deputy Director, (907) 364-2390, Michele.Elfers@juneau.org and Colby Shibler, CBJ Parks and Landscape Supervisor, (907) 364-2800, Colby.Shibler@juneau.org.
2. The contact for JORA is: current President or designee, 35 Mile ORV Park, P. O. Box 21262, Juneau, AK 99802, JORA.Juneau@gmail.com.

This memorandum of agreement is entered into as of the date signed below:

Date: _____

Date: _____

George Schaaf
Parks and Recreation Director

JORA President

Appendix A – Site Map and Construction Drawings

Appendix B – Construction and Operations Permits – Conditional Use and Building Permit from Planning Commission/Department, ACOE permit, and any others.

Appendix C – Construction Requirements

Per this agreement, JORA shall, in conjunction with experienced contractors and skilled laborers, construct the riding park as depicted, described and permitted in Appendices A and B for the purpose of operating and maintaining a public ORV riding park.

JORA will readily communicate with the Parks and Recreation Department, and will provide an update on the project within one business day upon request.

JORA will provide any contract change orders to the CBJ to review, approve any impacts to the site or changes to the built project and provide all submittals in digital form to the CBJ in a timely manner.

JORA will obtain all required local, state and federal permits for performance of the work.

JORA will ensure that all required drainage, stormwater and stabilization improvements related to specific features and facilities such as the trails and parking lots, are completed and functioning prior to public use of the features and facilities.

Care shall be taken during construction to minimize disturbance of adjacent areas. Areas surrounding constructed features and facilities disturbed by construction shall be revegetated using native vegetation such as grass seed, moss and native vegetation mats prior to use of the constructed feature or facility.

JORA will, in good faith, secure all funding required to perform all work described in this agreement for Phase I as detailed in Appendix A prior to initiating construction.

Appendix D – Annual Operating Plan

The Annual Operating Plan shall include:

1. Names of board members for the previous and upcoming year
2. Financial statement for the previous year and budget for the upcoming year
3. Rules and regulations as approved by the board
4. Copies of Articles of Incorporation and current Bylaws
5. List of events and programs with dates from the previous years
6. Programs and operational plans for the upcoming years
7. Hours and dates of operation
8. Proposed project list with costs associated and any requests for CBJ funding
9. Summary of accident and injury reports from the previous year and reports of corrective actions
10. Maintenance and Monitoring Plan with work noted for the year
11. Enforcement Plan with actions taken noted for the year
12. Noise Control Plan
13. Volunteer Plan

Appendix E – Rules of Use

35 MILE OFF ROAD VEHICLE RIDING PARK RULES - DRAFT

- A permit issued by JORA is required to ride in the park and must be prominently displayed on the front windshield or side of the vehicle.
- Operators and passengers of motorized vehicles under 18 must wear protective helmets that meet Department of Transportation (DOT) or ANSI Z90.1 certification. This includes all operators and passengers riding motorcycles, ATVs, UTVs and dune buggies. The only exceptions are vehicles with fully enclosed metal cabs, such as side by sides and SUVs.
- All vehicles must be equipped with functioning brakes and muffler, with noise limit not to exceed 96dBA. Motorcycles and all-terrain vehicles (ATVs) must be equipped with a spark arrestor.
- All vehicles must have a stock exhaust system, any after-market systems will require testing and proof that they can meet the noise requirement. Additionally, if any vehicles are found on site to be excessively noisy, JORA will require testing and proof that they meet the noise threshold.
- Vehicles must be insured to at least State of Alaska minimum insurance requirements.
- Passengers are not allowed on motorcycles or ATVs unless the manufacturer has designed the vehicle for more than one person. Passengers are not allowed in cargo areas.
- Operators under 16 years of age and unlicensed operators must have direct supervision by a licensed adult while operating motorcycles, UTVs and ATVs. Manufacturers age labeling applies to all vehicles.
- Operation of vehicles while using or under the influence of alcohol or drugs is prohibited.
- Motorized vehicles, except motorcycles and ATVs, must be equipped with seat belts for each occupant, and these must be fastened while the vehicle is in motion.
- The speed limit in the staging area and parking lot is 5 miles per hour. No exhibition driving is allowed in these areas.
- The OHV area is subject to topographic changes. Be alert for inclines, changing slopes and sudden drop offs. Always operate your vehicle at a safe and prudent speed.
- Drive over, not around, obstacles such as small rocks and logs to avoid widening the trail.
- Cross streams where the trail crosses the stream at a 90-degree angle.
- No tree cutting
- No camping
- No fires except for designated fire pits in the entry area
- No pets are allowed
- No hunting or shooting allowed
- Vehicles may not be overhauled, lubricated or oiled in the park. Minor repairs are allowed only if needed to remove the vehicle from the park.

35 MILE OFF ROAD VEHICLE RIDING PARK GUIDELINES - DRAFT

General Good Practices

Do your part by modeling appropriate behavior, leaving the area better than you found it, properly disposing of waste, minimizing the use of fire, avoiding the spread of invasive species, and restoring degraded areas.

- Carry a trash bag on your vehicle and pick up litter left by others.
- Pack out what you pack in.
- Prevent unnecessary sound created by a poorly tuned vehicle or revving your engine.
- Use proper silencers on exhausts, which meet regulatory decibel levels, of 96 decibels.
- Make sure your OHV is mechanically up to the task. Be prepared with appropriate tools, supplies, spares and an oil spill kit for trailside repairs and cleanup

Educate Yourself

Educate yourself prior to your trip, by obtaining travel maps and regulations from public agencies, planning for your trip, taking recreation skills classes and knowing how to operate your equipment safely.

- Make a realistic plan and stick to it. Always tell someone of your travel plans.
- Check the weather forecast before you go.
- Make sure you and each passenger in the vehicle wears appropriate safety gear.
- Prepare for the unexpected by packing a backpack full of emergency items.
- Know your limitations. Watch your time, fuel and personal energy levels.

Respect the Rights of Others

Respect the rights of others, including private property owners, recreational trail users, campers and others so they can enjoy their recreational activities undisturbed.

- Be considerate of others on the road or trail.
- Leave gates as you find them.
- Yield the right of way to those passing you or traveling uphill.
- Keep speeds low around crowds and in camping areas.
- Keep the noise and dust to a minimum.