



Purchasing Division, Finance Department
218-730-5340 | purchasing@duluthmn.gov
Room 120 | 411 West First Street | Duluth, Minnesota 55802
www.duluthmn.gov

City of Duluth Request for Proposals

for ATV Route Study

Solicitation # 26-99436

Issued May 14, 2026

Proposals due June 3, 2026

Submit to:

City of Duluth
Attn: Purchasing Division
City Hall, Room 120
411 West 1st Street
Duluth, MN 55802

PART I – GENERAL INFORMATION

I-1. Introduction and project Summary. The City is soliciting proposals from qualified vendors to develop a comprehensive study that identifies, evaluates, and recommends potential ATV routes within the City limits for the purpose of establishing connectivity between far west Duluth and the regional ATV trail system. The objective of this project is to produce data-driven, partner and community-supported recommendations for designating, improving, and incorporating City ATV routes into a broader regional ATV master plan.

I-2. Additional detail is provided in **Part IV** of this RFP.

I.3. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal Conference, 3:00 PM on this date	May 20, 2026
Deadline to submit Questions via email to purchasing@duluthmn.gov	May 22, 2026
Answers to questions will be posted to the City website no later than this date.	May 27, 2026
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	June 3, 2026
Interviews tentatively scheduled the week of:	June 8, 2026

I-4. Pre-proposal Conference. The City will hold a **MANDATORY** pre-proposal conference as specified in the Calendar of Events. Interested Bidders can attend via **Microsoft Teams** by [Joining here](#) or clicking the link below:

<https://teams.microsoft.com/meet/237550174340932?p=NnWedUkPuoWe18w1cS>

Meeting ID: 237 550 174 340 932

Passcode: qF65z6zN

I-5. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-6. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its [website](#) (<https://duluthmn.gov/purchasing/bids-request-for-proposals/>). Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information. Any addenda issued must be acknowledged on the Proposal Cover Sheet attached as Appendix A.

I-7. Interviews/Demonstrations. The City reserves the right to request interviews of up to the top 3 scored proposals.

I-8. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-9. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers.

I-10. Agreement. The awarded proposer will be required to sign the agreement attached as Appendix F. Questions about the agreement should be submitted to purchasing@duluthmn.gov by the question deadline in the schedule above.

I-11. Award. The agreement award amount will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement.

I-12. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to end by June 30, 2027. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-13. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-14. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II – PROPOSAL REQUIREMENTS

II-1. Proposal Submission. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed. Terms of the awarded proposal as stated must be valid for the project length of time.

Please submit one (1) unbound paper copy of the Technical Submittal and one (1) unbound paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope.

Proposals not following the specified format or exceeding the page limit will not be reviewed. No additional sections or appendices are allowed. The delivered proposal shall be limited to 10 pages, excluding the front and back covers, the cover sheet attached as Appendix A, and the cost proposal. The 10 pages may be single-sided 8.5" x 11", or five 8.5" x 11" double-sided pages or a mixture thereof. The separate cost proposal can be an 11"x17" sheet.

Proposers must submit a complete package to be considered. The submission package must include each of the sections identified in the proposal content sections below.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

II-2. Technical Proposal Content.

- A. Proposal cover sheet (form provided in Appendix A)
- B. Goals and Objectives Restate the goals and objectives, and the project tasks to demonstrate the responder's view and understanding of the project.
- C. Experience: Describe the responder's background and experience with similar projects. Project descriptions shall include a list of key staff and their role. Within the experience, the responder should demonstrate and provide proof of competency in the following areas:
 - i) Off-highway or recreational trail design
 - ii) Resilient trail design and construction techniques
 - iii) Producing accurate local market-based cost estimates

- D. Personnel:
- i) Identify the personnel that will conduct the project and detail their training and work experience. Clearly identify a single point of contact/overall project manager. Describe personnel qualifications to demonstrate ability to accurately and efficiently complete work for this project.
 - ii) The project team must include but not be limited to a licensed Landscape Architect and a licensed Civil Engineer.
 - iii) No change in personnel assigned to the project will be permitted without approval of the City.
 - iv) List whether or not the responder will be the sole consultant for the entire project. Include any subcontractors who will be working with your firm on this project, their responsibilities, and a summary of applicable experience and qualifications.
- E. Work Plan: Provide a detailed workplan identifying the tasks to be accomplished and the budget hours to be expended on each task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services expected to be provided by the City. Work plan will include public engagement strategy and methodologies.
- F. Work Schedule: Provide an anticipated project schedule. The work schedule shall identify all key milestone dates. There is a strict completion date of June 30, 2027.
- G. References: Provide a minimum of three (3) non-city references for whom the responder has performed similar services and who can address past performance. Include the references' names, addresses, and telephone numbers.

No costs are to be included in the technical proposal. All costs should be sealed separately in the cost proposal.

II-3. Cost Proposal. Provide **in a separate sealed envelope**, one copy of the cost proposal clearly marked on the outside with "Cost Proposal" along with the responder's official business name and address. The terms of the proposal as stated must be valid for the length of the project.

The responder must also include a lump sum not-to-exceed total project cost, as well as subtotals for design services and bidding, and any subconsultant fees. The cost proposal shall include the following:

- A. A cover/transmittal letter
- B. A subtotal of the contract cost for each task
- C. A breakdown of the hours by task for each employee
- D. Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies
- E. Identification of any assumptions made while developing the cost proposal

- F. Identification of any cost information related to additional services or tasks. Include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
- G. The responder **must not** include any cost information within the technical proposal.

PART III – CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	40%
Prior experience with similar work	30%
Work Plan	10%
Cost	20%

PART IV – PROJECT DETAIL

IV-1. Project Overview.

The City of Duluth is seeking professional services to develop a comprehensive plan that will address ATV route feasibility, connectivity, environmental impacts, and public support within the city limits of far west Duluth. ATV recreation is growing in popularity throughout the region, and the City recognizes the potential for increased tourism, economic development, and motorized access to the outdoors. To ensure sustainable and responsible integration of ATV use within the city, a strategic planning effort is required.

The “City of Duluth ATV Route Study” will assess current trail conditions, recommend improvements to existing ATV routes, identify alternative routes for ATV users, evaluate natural resource impacts, outline compliance with environmental regulations, recommend mitigation strategies for affected sensitive areas, forecast future trail development needs, account for potential conflict between multiple user types, and address community concerns surrounding ATV use in Duluth.

This City approach to ATV trail development will be incorporated into a broader “Northeast Regional ATV Master Plan” which has been commissioned by St. Louis, Lake, and Koochiching Counties and developed by the Northeastern Regional ATV Joint Powers Board (JPB) in collaboration with regional ATV clubs, and state, federal, and local government agencies.

This work is funded in part by the State of Minnesota Department of Natural Resources. Supplementary provisions and additional terms and conditions per the grant agreement as identified in Appendix B are applicable to this project.

IV-2. Background

ATVs were banned from all public lands within the city limits of Duluth in 2004. In 2024, a new user group, the Head of the Lakes ATV Riders, had requested routes within the City of Duluth be included in the forthcoming “Northeast Regional ATV Master Plan”.

City of Duluth staff members have preliminarily assessed user-identified routes through the lens of a prior, 2014-2018 ATV trail feasibility study, resulting in the selection and mapping of candidate west Duluth ATV routes. An annotated summary of the challenges, needs, and opportunities associated with each of the selected candidate ATV routes has also been drafted. (See Appendix D, “Potential ATV Routes for Further City Study” and Appendix E, “Memo Exhibit II: Notes on Candidate Western Duluth ATV Routes”).

The Northeastern Regional ATV JPB has developed the “Northeast Regional ATV Master Plan.” Within that plan, the authors have solicited input from a new Duluth-based non-profit ATV group, the Head of the Lakes ATV Riders. In February 2024, the group developed a prioritized list of desired routes in far west Duluth. The City took these proposed routes and pared them down to what is shown in Appendices D and E.

Both the City’s and the Head of the Lakes ATV Riders’ assessments have studied many of the same potential routes and have ruled out some routes based on factors including, but not limited to, ideal conditions, feasibility, user conflict, environmental protection, law enforcement, safety, and cost.

IV-3. Site Map.

See Appendices D and E, attached, for candidate routes for review.

IV-4. Scope of Work.

This project is a comprehensive planning initiative titled, "City of Duluth ATV Route Study", led by the City of Duluth in partnership with a qualified consulting firm. The purpose of the project is to identify, evaluate, and recommend potential ATV routes within the Duluth city limits, specifically focused on enhancing connectivity between far west Duluth and the broader regional ATV trail system. Deliverables will include a final report with recommendations on routes and preliminary engineering on those preferred routes.

This City initiative will be fully aligned with the “Northeast Regional ATV Master Plan”, a collaborative regional effort spearheaded by St. Louis, Lake, and Koochiching Counties, and the Northeastern Regional ATV JPB.

The long-term vision of this project is to create a well-connected, high-quality, purpose-built ATV trail system within the Duluth city limits that:

- A. Provides legal and safe ATV access to local and regional riders
- B. Enhances connectivity to the Northeast Regional ATV Trail System
- C. Minimizes environmental and community impact
- D. Supports tourism, recreation, and local economic development
- E. Becomes a model for integrating motorized trail access into an urban setting responsibly

No construction or maintenance will be performed as part of this initial project phase. This is a trail planning study that will inform future ATV trail management decisions, and it will include the following components:

- A. Inventory and evaluation of existing trails leading to, and potential ATV routes within, the Duluth City limits
- B. Identification of route alternatives, including analysis of corridors previously studied by the City and local ATV user groups
- C. Assessment of natural resource impacts, environmental compliance, and recommendations for mitigation strategies at the intersect of sensitive areas such as wetlands, trout streams, and erodible soils
- D. Development of safe, sustainable, and community-supported ATV route recommendations based on stakeholder input, feasibility, environmental considerations, and safety analysis
- E. Future trail development and maintenance needs, including long-term capital requirements and operational responsibilities
- F. Evaluation of potential trailhead locations and practicality of judicious public street use to improve ATV access and rider safety
- G. Conflict mitigation strategies to address potential issues with other recreational users, neighborhood residents, and law enforcement
- H. Route signage and wayfinding recommendations and development of GIS-based maps to support planning and visualization

The above criteria will be applied to identify trail corridors that connect existing trails with new segments where needed, ensuring legal, safe, and continuous ATV access from within far west Duluth to the adjacent regional ATV network. It will also recommend necessary improvements to make trails suitable for ATV use including identifying appropriate surface types based on location, terrain, environmental sensitivity, and anticipated usage.

The City of Duluth has full jurisdiction over lands, streets, and public rights-of-way within the city limits. Preliminary route assessments have already been conducted at the proposed study area in far west Duluth by both the City and local ATV advocacy groups. If required, the City can provide proof of needed permissions to conduct this planning study and pursue further stages of development. Candidate routes are identified in IV-3.

This “City of Duluth ATV Route Study” will be a comprehensive guide for identifying and improving existing ATV routes and for designating new ATV routes in far west Duluth with the goal of increasing trail connectivity to the regional ATV trail system. The following details must be addressed in the study:

- A. Study existing roads and trails that could be improved for ATV use in a manner that would reduce deferred maintenance, routine maintenance, and long-term capital maintenance.
- B. Route development must be safe and ecologically sustainable. Identify protection measures that minimize damage to trails and natural resources, especially at or near sensitive areas such as wetlands, highly erodible soils, designated trout streams, and high value ecosystems. Construction methods will include earth moving, installation of stormwater controls, and erosion control BMPs.
- C. Examine whether public street use of an ATV for the purpose of accessing an ATV route should be allowable.
- D. Utilization of GIS data and mapping to facilitate ATV route study.
- E. Propose trail corridors that enhance connectivity between existing trails, including opportunities for more loops, connections to key destinations, and the promotion of longer riding opportunities.
- F. Outline potential environmental review requirements under MEPA and NEPA, and cultural resource review requirements under the Natural Historic Preservation Act (NHPA Section 106).
- G. Align with the DNR’s “Minnesota All-Terrain Vehicle Strategic Master Plan” (Shown in Project Detail IV-5. Previous Studies and Other Resources, “Minnesota All-Terrain Vehicle Strategic Master Plan”, below) emphasizing trail connectivity, communication, and information sharing between clubs, LGUs, and the DNR.
- H. Align with the “Northeast Regional ATV Master Plan” developed in partnership with the Northeastern Regional ATV JPB, with St. Louis, Lake, and Koochiching counties.
- I. This planning process shall result in a planning document that outlines potential preferred trail routes, along with feasibility of route modifications in order to achieve the plan goals and may need to include but not be limited to: property surveys, wetland delineation, identification of endangered species, historical, and culturally significant areas, soils analysis, examination of existing infrastructure such as roads and bridges, preliminary engineering of routes and identification of any ATV route property or right-of-way acquisition needs.

This “City of Duluth ATV Route Study” must communicate to the public the City of Duluth’s commitment to improving and designating ATV routes, and user access to these routes, as well as developing partnerships with ATV user groups and federal, state, and local government units. Future commitment to partner focused maintenance and preservation should also be communicated through this study.

The final report must be provided to the City in editable format and in PDF formatted for ADA compliance.

IV-5. Other Resources

[MN Department of Natural Resources, Minnesota All-Terrain Vehicle Strategic Master Plan](https://files.dnr.state.mn.us/input/mgmtplans/ohv/plans/strategic/atv-strategic-master-plan.pdf)
(<https://files.dnr.state.mn.us/input/mgmtplans/ohv/plans/strategic/atv-strategic-master-plan.pdf>)

[NE Regional ATV Master Plan, Northeast Regional Joint Powers Board](https://www.sehinc.com/hubfs/Website/Online/northeastern-regional-atv-joint-powers-board/Northeast-Regional-ATV-Master-Plan-Final-2025-08-15.pdf)
(<https://www.sehinc.com/hubfs/Website/Online/northeastern-regional-atv-joint-powers-board/Northeast-Regional-ATV-Master-Plan-Final-2025-08-15.pdf>)

IV-6. APPENDICES

Appendix A – Proposal Cover Sheet

Appendix B – Additional Terms and Conditions and Supplementary Provisions per the Grant Agreement

Appendix C – NOHVCC Management Solutions, City of Duluth, Feasibility Study of an ATV Trail, August 30, 2016

Appendix D – Potential ATV Routes for Further City Study

Appendix E – Memo Exhibit II: Notes on Candidate Western Duluth ATV Routes

Appendix F – Professional Services Agreement Template

**APPENDIX A – Proposal Cover Sheet
 (complete and submit with proposal)
 CITY OF DULUTH
 RFP# 26-99436 RFP for ATV Route Study**

Bidder Information:	
Submitter Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

ACKNOWLEDGEMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

**APPENDIX B - Additional Terms and Conditions and Supplementary Provisions per the Grant
Agreement
CITY OF DULUTH
RFP# 26-99436 RFP for ATV Route Study**

City of Duluth
Supplementary Provisions for State Assisted Activities and
Additional Conditions per Grant Agreement

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination; Suspension.

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may immediately terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

In the event of temporary lack of funding or appropriation, the City may pause its obligations under the contract without terminating it. This pause will be for the duration of the lack of funding or appropriation and shall not be considered a termination of the Contract. Contractor will be notified in writing of the temporary pause, and the Contractor's ability to provide services may be temporarily suspended during this period. Once funding is restored or appropriated, the Contractor will be notified and the provision of services under the Contract may resume. Any work performed by Contractor during the suspension period is deemed unauthorized and at Contractor's own risk.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7. Publicity.

Any publicity pertaining to the services resulting from this project shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, information pamphlets, press releases, research, reports, signs, and similar public notices prepared for the City of Duluth or its employees individually or jointly with others or any contractors or subcontractors. All projects primarily funded by state grant appropriates must publicly credit the State.

8. Non-Discrimination Requirements.

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DOC implementing regulations published at 15 CFR 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
- B. Section 504 of the Rehabilitation Act of 1973, as amended {29 U.S.C. § 794}, and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- C. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
- D. Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- E. Any other applicable non-discrimination law(s).

9. Invasive Species.

Contractors must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this Contract and is not limited to lands under DNR control or public waters. Operational Order 113 may be found here: [Link to Operational Order 113 \(https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf\)](https://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).

10. Pollinator Best Management Practices.

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat

restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed can be found here: [Link to Specific Pollinator Best Management Practices](https://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf) (https://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf).

**APPENDIX C - NOHVCC Management Solutions, City of Duluth, Feasibility Study of an ATV
Trail, August 30, 2016
CITY OF DULUTH
RFP# 26-99436 RFP for ATV Route Study**

NOHVCC MANAGEMENT SOLUTIONS

CITY OF
DULUTH

FEASIBILITY STUDY
OF AN ATV TRAIL
AUGUST 30, 2016



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Purpose

The City of Duluth requested a feasibility study regarding the potential for an All-Terrain Vehicle (ATV) trail in an area bounded by 63rd Ave and West Greene Street heading northwesterly; terminating in the vicinity of the Buffalo House.

The goals of the City include having a sustainable ATV route, decreasing use of ATVs on non-ATV designated routes, and increasing the economic impact to the nearby community.

Executive Summary

The National Off-Highway Vehicle Conservation Council (NOHVCC) is a non-profit education foundation, which was established over 25 years ago. NOHVCC is the leader in Off-Highway Vehicle (OHV) tools which promote safety, responsible use, a sustainable OHV trail education. NOHVCC created a consulting branch in 2011 called NOHVCC Management Solutions (NMS). NMS is a combination of NOHVCC staff and highly qualified consultants who are able to tackle all aspects of designing, planning, building, managing, and maintaining OHV trails and trail systems.

For this contract, NMS is utilizing the knowledge of the NMS Program Director, Ron Potter, and NOHVCC staff member, Karen Umphress. Both Ron and Karen reside in Minnesota and are familiar with OHV riding opportunities, as well as the State's rules, processes, and procedures regarding OHV trails. In addition, Ron Potter has 37 years of working for the Minnesota Department of Natural Resources developing trails for all types of recreationists and the programs which support them, including the building of the Taconite and Arrowhead State Trails and the development of the Grant-In-Aid funding program for OHV trails.

In the opinion of NMS, the area of Western Duluth from I-35 to the western and northern borders of the City including a route north towards the Buffalo House, is feasible.

- The area of the proposed route has the unique vistas of Duluth, Lake Superior and the St. Louis River Valley which are worth traveling to experience.
- Both ends of this potential trail system offer some significant elevation changes which are not common in Minnesota and the Midwest.

- Connecting trail to Smithville, Gary New Duluth and Fond du Lac has grown the trail system and will provide very interesting and challenging connections; making this system unique and a destination ride.
- There is the potential to make additional connections in the future, such as connecting to the Cloquet Valley State Forest and other surrounding communities, which will open up many additional trail connections.
- Adding a technical riding area on each end of the trail offers opportunities not available in many other areas of the state and allows a place for more experienced riders.
- The trail system can be developed in a resource sustainable fashion and without drastically changing the current flow of water in the area, thus reducing potential erosion issues.
- There are grants available to keep both the construction and maintenance costs of the trail system low, giving the City a positive economic impact.
- A designated trail system has been shown to be the best deterrent regarding illegal use, if the trail system is both sustainable and provides for the riders' needs.

NMS believes this is a very good project and has the potential to be a destination ride. To really make this trail work it will require the involvement of local ATV clubs to help build and maintain this system. It will take club involvement to build the technical riding area on the private land owned by the Buffalo House. It will also take club involvement to expand this system outside the City Limits of Duluth and connect to these other communities and trail systems in the area. During conversations with local clubs, we have found the clubs to be interested in the project. It will be important to keep them informed and involved.

Technical Analysis

One of the most important criteria in the development of a trail system, including motorized trail systems, is whether or not a trail can be built and maintained in a sustainable design. A trail must lay lightly on the ground and the trail needs to be well engineered. The management of water is essential, with the end goal being the flow of water continuing along its current path as much as possible.



Greene Street overpass

To determine if a motorized trail system could be sustainably constructed and maintained, NMS conducted the following:

- Reviewed City maps and records
- Reviewed Minnesota Department of Natural Resources (DNR) maps and data
- Walked several potential routes to determine if the route was possible on the ground. Several solo trips were made as well as a trip accompanied by the MN DNR and the Duluth City Police.
- Collected GPS information regarding potential routes.

NMS attended meetings with the City of Duluth and other stake holders to understand any critical issues regarding this trail system. Information was gathered from representatives from Spirit Mountain and Buffalo House to determine their interest in the project, any needs and desires from their prospective, and route preference on their property.

Areas of special concern include:

- The Superior Hiking Trail
- The Willard Munger Trail
- A snowmobile trail
- The Magney-Snively Scientific and Natural Area
- An old grade, the DWP

In addition to areas of special concern, other information gathered includes:

- An old railroad switching yard would be a good spot for the trailhead.
- Spirit Mountain has a summer trail system including hiking and a growing mountain bike system.
- West Skyline Dr. is the only existing public road passing through this area. The western portion of this drive is used as snowmobile trail as well.
- This area was hard hit by the heavy rains and flooding a few summers ago, most of the bridges and trails were heavily impacted and not all have been restored; some temporary realignments are being used.
- City of Duluth has conducted some surveys recently, one out-come from the survey was a desire to have an ATV trail in West Duluth.
- If built, the trail should be a desirable experience for ages 12 to 80. Riding in the area will be restricted to trails or designated routes. This trail will be a point A to point B type of trail.
- Mining History was suggested as a possible trail theme.
- Buffalo House is considering adding an ATV challenge course on their property.
- There are many unique rock formations in the area.
- There is a need for access trails from several of the neighborhoods along the route, residents will not haul ATV's to one trailhead.

Economic Analysis

It has been known for years, in Minnesota and in other States which put a high value on outdoor recreation that building quality trails brings people to an area to recreate. This point was highlighted nationally when the Western Governors Association released the results from their 2011 survey of outdoor recreation. That report showed outdoor recreation to be an economic giant with \$646 billion¹ of sales and services related to outdoor recreation for the year of 2011.

A similar project was completed in Minnesota in 2008 when the University of Minnesota, sponsored by the Minnesota Recreational Trail Users Association, surveyed trail users across Minnesota. The results were that trail users spent \$2.42 million² each year for trail use away from their homes. The Northeast Region of the State had the highest amount of dollars spent at \$628 thousand.

¹ A Snap of the Economic Impact of Outdoor Recreation. Western Governors Association 2012 report. <http://www.westgov.org/images/dmdocuments/SnapshotEconomicImpact-3.pdf>

² Economic Impact of Recreational Trail Use in Different Regions of Minnesota, 2009, University of MN. <http://conservancy.umn.edu/handle/11299/168117>



Enforcement Officer on ATV chats with a group of hikers, outside the tunnel on DWP grade

Motorized trail users spend more money near the trail systems than non-motorized trail users. For example, ATV riders spend approximately \$28.11 per person per day while walkers spend \$4.86 per person per day when the trails are within 30 miles of their house. The Northeast Region was the most popular destination for ATV riding in Minnesota.

The Iron Range OHV Recreation Area in Gilbert, MN keeps logs of visitor use

of the park. The park is a draw which brings motorized recreationist to the region. In addition to the park, the area offers several other popular ATV trails including the Moose Walk/Moose Run and the Red Dot trails systems. There is a project underway which will connect other smaller trails in the area to make a larger, destination loop. This trail is called the Prospector Trail.

All of these parks and trails bring over 10,000 OHV riders from other areas of Minnesota and other States into the northeastern region of Minnesota. Currently, there is no draw to bring the visitors into the Duluth area. The proposed trail could contain enough appeal to draw OHV riders into the area and capture a portion of their spending.

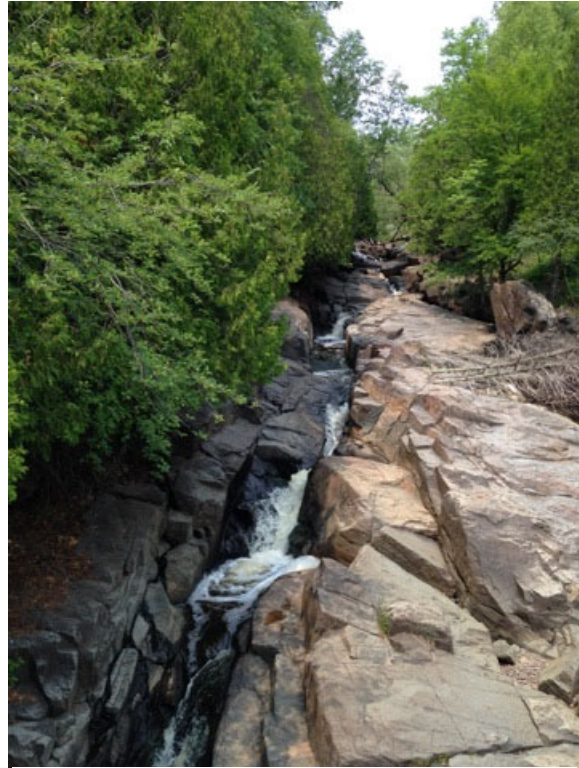
Project Considerations

To achieve a high quality, sustainable trail system, it is more desirable to work with both human nature and natural laws than against them. Human nature shows that people like to visit vistas and water sites, they take care of areas that look cared for or which are important to them, they respect those who respect them, and they will travel and pay for quality recreation. Natural laws include water will travel the path of least resistance and major storms will come so they must be planned into the trail design.

The proposed trail has both advantages and potential concerns regarding both human nature and natural laws. The area contains magnificent vistas and unusual rock formations which riders will wish to visit. However, there are several areas which require the use of existing routes which can be boring for the riders and were not built for sustainable OHV use.

To help increase the quality and sustainability of the proposed trail, NMS makes the following recommendations:

1. Build a technical area on each end of the proposed trail alignment. The areas can contain endurocross features such as log piles, rock crawls, tire crawls, small jumps, etc. Having a technical play or venting area on each end of the trail will assist with keeping the riders on the trail during the trail sections which are flat and wide.
2. Utilize the topography and build trails where possible. Constructing new trails, while more expensive up front, can significantly decrease the costs of maintaining the trail system. Erosion control methods which work well with OHV traffic, such as grade reversals and rolling dips, can be planned into the trail. Constructing trail using topography instead of placing trails in the lowest area, decreases the need for erosion control methods or trail hardening.
3. Include as many opportunities for vistas or unique riding opportunities as possible. The initial trail section past the old railroad yard has great opportunities for vistas and challenge. There are other opportunities for viewpoints and vistas along the proposed trail corridor.
4. Connect the trail to the Buffalo House on the west end of the proposed trail route. This will be a benefit for trail users because it provides a destination with food and camping. It will also be a boost for the community to bring in more tourism dollars.
5. Enroll the trail into the Minnesota Trail Assistance program (commonly referred to as grant-in-aid or GIA). This program creates partnerships between local units of government, OHV enthusiast clubs, and the MN DNR. The partnership helps to ensure there are volunteers to help maintain the trails system. The program provides reimbursement funds for trail construction and maintenance. And trails under this program can participate in the Trail Ambassador program. The Trail



Kingsbury Creek

Ambassador program is a peer-to-peer monitoring and education program where volunteer ATV riders will ride the trails, providing an appearance, reporting on maintenance issues, and educating other riders regarding rules and safety requirements.

6. The Recreational Trails Program (RTP) funds may also be used for this project. These are federal funds received by each state for a portion of the non-refunded gas tax of OHV fuel received at the federal level. Each project award may be up to \$150,000, with matching funds. More than one grant can be awarded per project. There may be some federal and other restrictions for the use of the funds.

Construction Costs

Two approaches can be used to estimate the cost to design and build this proposed 16 mile ATV trail system. One approach would be to hire an engineering firm to design this system and then oversee the construction. A second approach would be to utilize the Minnesota Department of Natural Resources (DNR), their ATV Trail Guidelines, other expertise, as well as local volunteers to design and build the systems.

1. Hire an engineer to design and build. This approach is more expensive but requires less involvement and oversight by the City or trail enthusiasts. Current estimates for this approach to construct a natural surface trail are as follows:

Cost to construct upland natural surface trail - \$300,000 - \$500,000/mile

Wetland hardening - \$200,000 - \$300,000/mile

Permitting and purchase credits - \$50,000 - \$150,000/acre

Bridges: ATV only (minimum live load 85lbs.) - \$2,800/foot

Bridges: designed for snowmobile groomers - \$5,300/foot

These estimates do not include engineering costs to design and over-see the project. These cost generally are between 15 – 50 % of the estimated cost of the project depending upon contractor(s) and the complexity of the project. We estimate the engineering cost to over-see this project to be 20-25%.

In most cases, engineering firms design trails to road standards. These standards need to meet specific weight and volume standards which are much greater than the weight and volume for motorized trails. Meeting the standards greatly increases the cost of construction and decreases the trail experience for the riders.

2. Work with the Minnesota DNR, volunteers from the local ATV clubs, and other local experts to build the trail according to existing guidelines rather than engineering the entire project.

This approach of ATV trail building is generally \$15,000 - \$20,000/mile for natural surface trails.

Wetland crossings are similar in cost per mile, \$15,000 - \$20,000/mile plus the cost of wetland credits and permitting.

ATV bridges, 85lbs live load, built by work crews - \$1,100/foot

Bridges designed for Snowmobile Groomers - \$5,300/foot

This approach involves the local riders and builds ownership and support for the project and is a less expensive, but viable option. The MN DNR has a roving trail crew that is based out the Iron Range OHV Recreation Area which has a focus on building motorized trail. There is no cost to utilizing this crew and their equipment, however the crew is only available for short periods of time. Utilizing the DNR crew for a portion of the construction is a good option if used in conjunction with other construction means.

The majority of the OHV trails and trails systems in Minnesota have been constructed and maintained by volunteers. The volunteer organizations have been working with the DNR to increase the knowledge and training of the volunteers. Using volunteers for some of the trail construction is a very good option. Combining additional training for the volunteers, specific to this trail system and construction of the trail, is a better option.

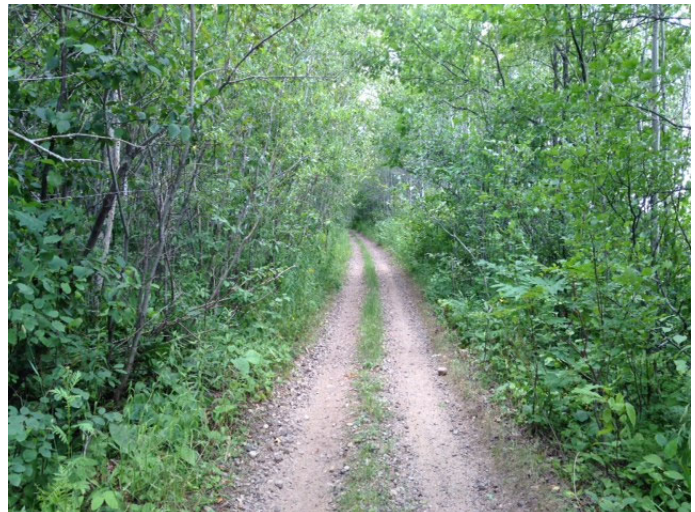
NMS recommends the second approach or a combination of the second approach and hiring trail building professionals for the development of this ATV project if it is decided to move forward with the trail. The estimates below are based only upon the second approach.

The two approaches outlined previously, encompass the top and the bottom spectrum of options the City has to build the trails. In between, are additional options such as hiring professional trail builders, utilizing other agency expertise such as Trails Unlimited, combining training with construction, utilizing regional trail building crews, etc. NMS will work with the City to determine the best method of construction for the trail. This could be a combination of using the DNR trail crew, plus a local contractor, and volunteer labor from local stake holders.

The estimated construction costs are defined per trail segment below using the second approach mentioned above. Many factors can influence the final cost of the construction.

Riding mileage at the beginning of the trail system, including the technical area, is hard to calculate at this point, due to the variable in the extent of technical features that will be built. The mileage estimates are based on our knowledge to this point.

1. Staging area (2 miles)
 - a. Estimated cost at \$75,000
 - b. This is an area between Green Street and the area under I-35.
 - c. Recommendations:
 - i. Using compacted gravel for the base of the staging area.
 1. A hardened natural surface area should be considered for ADA accessibility near the toilet and a kiosk.
 - ii. Parking area size to accommodate a minimum of 20 vehicles and trailers
 - iii. Have 1 loading ramp at the staging area.
 - iv. Have 1 concrete vault toilet, unisex, handicap accessible.



DWP grade just south of the west end of West Skyline Drive

- v. Have a kiosk with trail map and other detail
 - vi. Add other access routes
2. Technical Riding area
- a. Estimated cost between \$15,000 and \$60,000
 - b. Located in old rail yard area, north of the abandon DWP grade, which is being developed a part of the crosstown multiple use trail.
 - i. The perimeter of this technical riding area has been inventoried and reviewed. Adequate space and slope does exist to provide a quality technical area without taking away from the main trail.
 - ii. Some pockets of Type 3 wetlands, Shallow Marsh, do exist in this area and should be avoided. There is ample space to route around them.
 - c. Recommendations:
 - i. Provide narrow, winding trails utilizing an area heavily vegetated with young aspen, alder, and conifer.
 - ii. Add 3 to 6 stations of slow speed technical driving such as boulders, logs, old concrete culverts or even using partially buried old tires.
 - iii. Create a mud pit riding area.
 - 1. Built in a non-wetland, enclosed area; possibly lined with concrete.
 - 2. Provide and secure access from two points.
 - 3. This feature would be easy to maintain in this area since there is a high concentration of clay in the soil which holds water.
 - 4. This feature would help to protect the nearby trail system from unwanted and unmanaged mudding activity.
 - iv. A technical feature area can increase the activity time and create spectator viewing.
 - v. Utilize grass pavers or other trail hardening techniques to keep the trail from severely rutting under wet conditions. This may be required due to the heavy clay type soils in some segments of these technical trails.

3. Staging area, west to area near Duluth Zoo (1.5 -2.9 miles)

a. Estimated cost:

i. More technical route -
\$10,000

ii. Less technical route:

1. Kingsbury Cr
Bridge - \$100,000
(funded by
Tourism Tax and
in-kind labor from
the western
snowmobile club)

2. Trail \$30,000 - \$90,000 depending upon methods for
crossing additional small creeks.



Grass pavers installed on trail tread in Aitkin

b. Construct two options for trail, a more technical and a less technical option.

i. The more technical trail would scale the exposed ledge rock near I-35 right of way, this option would be approximately 2.91 miles.

1. Trail would utilize existing components.

2. Top of the ledge rock will be new construction and incorporate exposed ledge rock which are very smooth, relatively flat, and barren of any vegetation. It will not erode with any type of trail use and would exit off the east end of the technical riding area.

3. In several instances these segments also afford the trail user very unique and spectacular views of Lake Superior, Duluth, Superior, the harbor area and the St. Louis River.

4. Using existing slopes, side slopes, trail angles, and grass pavers trail hardening in areas of high clay concentration will keep water off of the tread way and increase the sustainability of the trail.

ii. The less technical trail would run closer to the base of the hill, this option would be approximately 1.5 miles.

1. Utilize the existing trail near the west end of the staging area and construct new trail off of the fall line.
2. The remaining portion of existing trail should be blocked, stabilized and allowed to reestablish vegetative cover.



Concrete boat planks used in Nemadji State Forest to harden a wet trail crossing.

3. Use existing infrastructure where possible.
4. If possible, ford streams using public water access concrete planks or large cobble.
 - a. If fording is not possible, bridging the crossings will be required.
5. The current snowmobile bridge which is used by Superior Hiking trail requires reconstruction. MN DNR permits will be required.

ii. Trail access points to and from the adjacent neighborhoods should be provided to the technical riding area and connecting trails. NMS suggests one access point at Nicollet Street and the other off the end of Raleigh Street. This is assuming there will also be an access off Greene Street. A trail should connect all three of these access points running between the Cross City Trail and the residential area, up to just beyond Raleigh Street, then it should cross the Cross City Street and tie into the west end of the technical riding area and the main trail up the hill toward Spirit Mountain.

4. Spur trail and picnic site. (.5 mile)
 - a. Estimated cost \$2,000

- b. Terminate the spur trail on a large rock outcropping north of the Kingsbury Creek bridge site. This would be an excellent picnic spot with a great view of the Creek, small waterfalls, and the Harbor area.
 - c. Current trail coming up the hill needs to be closed and rehabilitated.
 - d. This would be a destination trail (out and back) and not part of a loop.
 - e. Tourism taxes generated from Half and Half funds will be used for restoring the Kingsbury Creek Bridge. FEMA funds restored portions of the snowmobile trail. This spur trail will incorporate some of the snowmobile trail so costs for this spur are low.
5. Kingsbury Creek to Spirit Mountain overflow parking area. (2 miles)

a. Estimated cost \$10,000

b. This section of trail uses the current snowmobile trail where it is sustainable for summer use.

i. There are two portions of this trail section where the current snowmobile



View from West Skyline Drive

trail uses

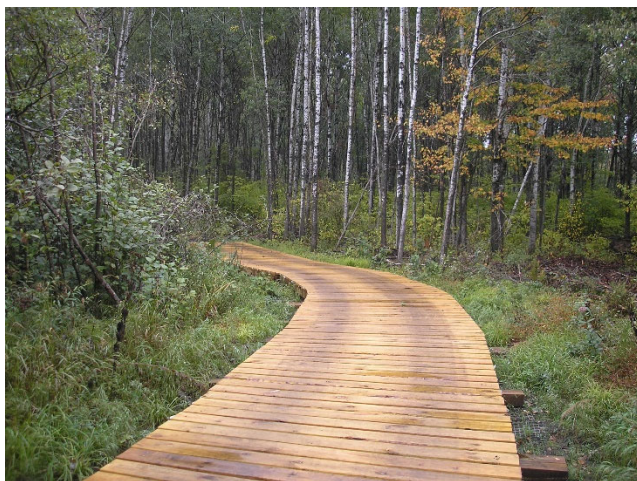
slopes that are too great for summer use and would become erosion problems.

- c. Since most of the repairs to the current snowmobile trails have existing funding already, those repairs were not added into the estimate for this trail.
- d. There is a portion of this trail section, approximately .1 miles, which will need to be hardened. This portion leads to the Spirit Mountain parking lot.
- e. The grass parking lot area of Spirit Mountain should be considered as another trailhead for this ATV trail system. It is already identified and

used as a parking area for Spirit Mountain in the winter. The area also has good access from Interstate 35.

6. Spirit Mt to W Skyline Drive. (2.75 miles)

- a. Estimated Cost is: \$60,000 to \$100,000
- b. The existing trail crosses through many small wetlands on the current alignment. In some cases, short, narrow trails could be built to avoid these wetlands and improve the trail.
- c. Any wetland work would need to encompass the entire width of the snowmobile trail so that the snowmobile groomers can groom the trail unimpeded and without damaging portions of the trail.
- d. Placing a boardwalk or a puncheon (decking placed on the ground rather than of stilts) on some of the trail sections is possible, but would have to be off to one side of the trail. This is required so the groomers don't hook the decking with their drag and so snowmobilers will not hit it when it is covered with snow. Three areas have been identified as requiring this type of trail structure.
- e. Another possible, but less preferable option, is to fill and mitigate the



Puncheon on a trail in Aitkin

wetland. This option is preferable only if this segment becomes a multiple use segment, putting snowmobile, ATV and equestrian on the same treadway rather than building three separate trails through the activity planned in this segment this is probably the best option.

- f. Many of the existing areas with trail degradation are the result of wheeled vehicles traveling on this trail during periods of saturated soils and no summer maintenance.
 - i. Some of these issues can be resolved by re-sloping and crowning the trail and then installing grass pavers, or installing 2-inch minus washed rock and allow the rock to work into the

clay soil. Both solutions will provide a more durable trail surface that will be sustainable during normal rainfall events.

- ii. If grass pavers are used the trail width should be restricted to six or eight feet wide, not the entire width of a snowmobile trail. This will be less expensive and will result in less wetland mitigation. The edges of the grass pavers may need restrictions along the edges so summer traffic remain on them, but the snowmobiles or groomers do not have obstacles to go over. If the surrounding vegetation growth is healthy, it will provide the trail edge and other methods will be unnecessary.
- g. This segment will also need some culvert installed or re-installed to accommodate drainage, prevent drainage from running down the trail, and keep the vehicles out of the water.

7. Clyde Avenue Access (1 mile)

- a. Estimated cost of this segment is segment is \$15,000.
- b. The start of this segment on the east is where the Clyde Avenue access would tie into this trail system. The old road is blocked on the north end at Skyline Drive but can be walked between Skyline Drive and the neighborhood below.

Much of the lower portion of this route would need to be redesigned and constructed to be sustainable for summer use. The City has received a grant plus a match from the Half and Half funds to build a trail up the slope to Skyline Parkway.

8. W Skyline Drive to Becks Road. (4.5 miles)

- a. Estimated cost is: \$20,000
- b. This route has three control points: the terminus on each end and the old DWP railroad bridge that it must pass under about half way up the slope. The route can be modified to remain sustainable along the rest of the route. There appears to be several other old roads that intersect with this road which provide some good options for sustainable routes.
- c. Although ATV and Highway Licenses Vehicle (HLV) use on a shared corridor can be safe, people will need to be trained to watch for other traffic on this road section. A large amount of signing and education will be needed.

- d. There are some private residences that may be affected by this shared use on the west end of West Skyline Drive.
 - 1. The snowmobile trail which uses this same segment of West Skyline Drive cuts down to the DWP grade just prior to these residences. This should be considered for the ATV routes as well but will require securing permission because this trail is all on private land (Ulland Inc.) and crosses some wetlands. It also would need to utilize part of the DWP grade.
 - a. The original propose route for this trail segment (using a current snowmobile trails) crosses three landowners' property and a wetland. A preferable approach would be to contact Ulland Brothers to determine the likelihood of building the ATV trail along the west edge of their property. This option would avoid wetlands (and any required mitigation) and would involve only one landowner.
 - b. The snowmobile trail would remain on the current alignment. The ATV trail would be too narrow and too steep with switch-backs to work for snowmobile groomers.
 - 2. Having the trail move on and off the DWP grade alignment will require engineering to be successful. The DWP grade would be more fun to ride with its segments of elevated grade, major rock cuts, and large trestles. The entire grade is either narrow or feels narrow to the rider, which slows riders down, making the alignment more sustainable. Barriers, such as removable bollards, plus plenty of signing, will be necessary to keep riders on the correct trail.
 - a. The City of Duluth now owns the DWP grade up to the Interstate 35 right-of-way. This should be pursued as another route to the Buffalo House. Two private landowners would need to be



Trail passing a rock cut on the abandoned DWP grade

contacted to receive permission to build a trail next to the I-35 fence. The main landowner is Theo Witucki. He owns a firewood service.

b. There is one additional landowner, Robert Hietala, between the firewood business and Becks Road. Becks Road would need to be used for about a quarter mile before turning on the entrance road to the Buffalo House to avoid this piece of property.

c. Another option would be to check with MnDOT to see if there is extra roadway that would allow the trail to be built on the roadway to avoid the crossing the property of private landowners. The route would connect in with County Rd 3 just west of the private landowners.

9. Becks Rd to Buffalo House, estimated mileage of 2.25 miles.

- a. Estimate \$45,000 - \$65,000 depending on stream crossings solution
- b. This section crosses Becks Road at West Skyline Parkway and continues down Mission Creek Parkway. Mission Creek Parkway currently terminates as several bridges are out on the lower segment.
- c. The new trail will need to be constructed heading northerly for approximately 1.5 miles to the Buffalo House. This section could be done as a multiple-use trail. The last $\frac{1}{4}$ of mile prior to crossing the Munger Trail will be on private land owned by the Buffalo House.
 - i. The recommended route would head west off of the Seven Bridges Road just north of the first bridge over Mission Creek on the north. This new trail would wind its way westerly until crossing the powerline, then would head more northerly towards the Buffalo House. It would have one additional stream crossing on this northerly leg. Building the bridges as ATV only will lower the cost and increase the ability to gain acceptance of the route. It would also give the option of

building them as temporary bridges (a bridge which will hold the weight of an OHV, but isn't permanently anchored to ground with concrete or abutments). If it is determined that



Temporary bridge in Oregon

equestrians would need to use these bridges as well, additional considerations would need to be made for the bridge construction.

ii. The current plans for equestrian use is to head more westerly off the Mission Creek Parkway to Jay Cooke State Park. Scott Stoyanoff from the Buffalo House has expressed an interest in having equestrian access to his place and the Duluth Area Horse Alliance is interested in this connection as well. Options should be explored using the Cross City Trail and the Munger Trail before adding this user group to this segment of the ATV trail.

1. The City Park and Rec department has approached private property owners south of Beck's Road for equestrian access and they are amenable to the idea. The City would need to add the possible ATV trail to the discussion.
 2. The Ulland property in that location may also be used for ATV trail access. The City would need to bring that discussion forward, if necessary.
 3. The City would need to attain easements for crossing all private lands in this area. A federal appraisal would be required prior to the easement if any form or federal funding or grants would be used, such as Recreational Trail Program (RTP) funds.
- iii. A technical riding area could be built on Buffalo House property just south of the Munger Trail. The current alignment is located along the top of a ridge in this location providing adequate area to develop a technical course. This is something

that could be done in conjunction with the local ATV Club once this trail is developed and in the GIA program. These types of projects are labor intense and would be ideal for club involvement.

10. Mission Creek Parkway and connection to Gary New Duluth from Fond du Lac, and connection back to start of Mission Creek Parkway, estimated mileage of 8.5 miles.

- a. Estimated cost: \$100,000 - \$125,000 depending upon type of stream crossing utilized.
- b. Starting from Gary New Duluth the trail would proceed from the end of Dickson Street toward Gary Street and the Demolition Land Fill site. This alignment appears to be tax forfeit land. The trail would work its way through the woods between the Becks Road and Gary Street.
 - i. There are a couple stream crossing in this area, mainly drainages and wetland soils. There are also a couple of segments with very steep banks adjacent to Gary Street. It will work better to stay closer to Becks Road than Gary Street for this segment. If possible, Gary Street should be used for approximately 200 feet, north of the landfill entrance and south of the Becks Road intersection to avoid crossing a corner of private land. Otherwise the trail will need to cut the northwest corner of Demolition Landfill property (ownership company is located in Rogers, MN). After crossing the corner of that forty it would continue west on City of Duluth and County Tax forfeit property until it intersects with a trail that will connect to the Seven Bridges Road just north of Fond du Lac. This trail intersection will be located in the NW1/4 of SE1/4, Section 5, T48N, R15W.
- c. At this point this trail heads westerly across the NE1/4 of the SE1/4 and the NE1/4 of SW1/4 of Section 5, T48N, R15W until intersecting with 131st Avenue West or the south end of Mission Creek Parkway. From here riders could access the City of Fond du Lac or head north up Mission Creek Parkway.

- d. The trail would utilize the existing Mission Creek Parkway, except for the stream crossing, which have been washed out from previous flooding. The first crossing, on the south end, may be transformed into harden crossing (called a ford) because the creek is very wide and shallow in this area. If the City prefers a bridge, the crossing should be built south of the previous location and with a new trail constructed along the west side of the river until it connects with the existing road.
- e. The remaining lower segment of the road will need at least 5 new bridges. These should be built as temporary ATV only traffic until it is determined if this road will be opened to other uses or not.
- f. This alignment will allow both Gary New Duluth and Fond du Lac to be connected in with the same trail rather than running two separate trails, it will add more distance for riders coming or going to Gary New Duluth.



The DWP grade just south of the crossing on West Skyline Drive

11. Gary New Duluth to Mission Creek Parkway.

- a. Estimated cost: 50,000 - \$60,000.
- b. This trail would split from the Gary-Fond du Lac connection in NW1/4 of SE1/4 of Section 5 and head northerly for about 2 miles until intersecting with the upper end of Mission Creek Parkway just west of the existing Munger Trail bridge. The remainder of the alignment up to Mission Creek Parkway would utilize either City of Duluth or St. Louis County tax forfeit lands. This trail could be fairly close to the residence in the SW corner of the SW1/4 of the NW1/4 of Section 4, T48N, R15W, depending upon where this stream is crossed. Slopes are very steep on this stream so allowing the trail to move farther

upstream may allow a more suitable crossing location. Making this the connection between the two communities and this connection to the upper end of Mission Creek Parkway is a great option and a very interesting loop which would be a good addition to the trail system. This entire route is new construction where utilizing the Mission Creek Parkway would reduce the need to some of this new construction.

12. Utilize the powerline as a northern loop across Sections 20 and 21, T49N, R15W.

- a. Estimated cost: \$75,000 to \$100,000
- b. This route, although it would provide another good loop, would be difficult to develop.
 - i. First issue is that the trail would be confined to the powerline right of way. This greatly reduces the ability to route around wetlands so these pockets of wetlands would need to be filled and mitigated. An average cost to fill and mitigate wetlands is about \$3.75 to \$4.50 per square foot. This cost will be largely driven by access and being able to get fill to the job site.
 - ii. The second issue surrounding this proposal is it appears Minnesota Power doesn't own the entire power line right of way through this area. About half mile of the right of way is owned by Paul and Kimberly Freitag. To further complicate this their home is located under and adjacent to the powerline in Section 29, T49N, R15W. The trail may need to be routed off the powerline to avoid their home which would require routing onto one of the adjacent private properties. As part of researching this alignment none of these landowners have been contacted. The local club should determine if this route should be pursued they could contact the land owners.

13. Connection to the South Chalet and Spirit Mountain

- a. This was considered and possible options were reviewed, after further evaluation it is recommended not to pursue this possible connection at this time. Considerable construction is taking place near the Chalet, storm repair is still underway and DNR Fisheries is proposing some stream rehabilitation. After all of this work has been

completed might be a better time to reconsider options for making this connection.

- b. Adding this trail would put food and services on either side of the trail and incorporate local businesses.

Additional Considerations

- 1) West Skyline Drive to Becks Road - Utilizing a greater portion of West Skyline Drive (instead of using the DWP) has potential impacts to residences. These impacts will be more imminent than other residential impacts of the proposed trail system. These impacts could include noise, dust, increased traffic, mixed-use traffic, etc. If the snowmobile trail route could be used across the Ulland property and utilize the DWP grade it would avoid these potential conflict with these residents along the west end of Skyline Drive.
- 2) On the east of this trail at the staging area off Greene Street, other access points should be considered and built into this design. Neighbors are not going to trailer their ATV's to this staging area to ride, they will take the most direct route to the trail. NMS recommends designating certain streets and or alleys to get these riders to the trail system at a couple of specific access points. This controlled access would minimize the disturbance in the neighborhood as well as crossings of the Duluth Cross City Trail. This could be limited to a couple crossing or connected to a single crossing, but it is recommended any ATV trail access from the neighborhood take the most direct route across the Cross City Trail and to the ATV trail.
- 3) Human Nature – The less interesting the trail, the more difficult a trail is to manage. Human nature exists regardless of the type of recreational choices.
 - a. If a trail goes near a waterfall, but does not have a waterfall viewpoint, people will create their own trails to view the waterfall. The same principals apply to meeting the needs of the recreationist. If a trail is too boring, people will create their own routes which are more fun.
 - b. Using longer portions of existing roads decreases the cost of construction, but can increase the difficulty in managing the use.

Having the technical riding areas on each side of the trail system will increase compliance on the less interesting areas.

- c. Adding connections, vistas, and other scenic areas can increase the quality of the trail system and increase compliance with the rules
- 4) Paved surfaces – OHVs are not designed to be used on paved surfaces. However, there are many areas throughout the nation which include OHV use of paved roads. Turning radii and handling of the machine can be different on paved versus natural surfaces. The City will need to educate the OHV riders and the general public regarding the mixed use traffic and keep ATV speed limits low on the paved surfaces.
- 5) A local ATV club is reviewing the possibility of creating alternates routes within the Gary New Duluth area on private property. This route would be part of the Grant-In-Aid system. Adding the additional trail to a Duluth-area trail system along with the creation of this proposed trail would increase the appeal of both trails and the likely-hood of pulling in tourists from other areas to Duluth and surrounding communities. Most additional connecting trails would have the same, positive affect on this proposed trail. Lake Superior College is interested in this option.
- 6) Further consideration should be given to create some short loops off West Skyline Drive providing some woods trail experience instead of utilizing all road from the ski/Superior Hiking trail parking lot, west to Becks Road.
- 7) Another route for further consideration would be a connection between Becks Road and Russell Road staying more northerly and closer to the frontage road and Interstate 35. Again providing another possible loop and reducing the ATV traffic on the west end of West Skyline Drive. This option will take more research on ownership, as there are several private parcels adjacent to Thompson Hill Road, as well as on the ground, to determine a sustainable alignment. It appears that Thompson Hill Road lies within the right-of-way of I-35 and therefore it may be possible to provide a trail within the road right-of-way.

Information Gathering

Two meetings were held on April 12, 2016 to gather additional information regarding possible connections to the proposed trail system.

1) A meeting was held with the surrounding communities to determine if there was interest in connecting in with the Duluth ATV trail system. Represented at the meeting was the City of Duluth, City of Hermantown, Midway Township, Thompson Township, Scanlon Township, St. Louis County Public Works Department, and the Minnesota DNR-Parks and Trails Division. Also invited, but not in attendance, were the City of Cloquet, the City of Proctor, and Carlton County. General feeling was that residence of these communities have ATVs and are using them. St. Louis County opened most of its roads to ATV use, which could make it easier to connect communities to each other and to larger public riding areas like the Cloquet or Fond Du Lac State Forests (This was enacted on May 24th). Hermantown had already passed an ordinance allowing ATV use on city streets. Generally the communities were support the effort to identify trails to allow ATV riders to get to trail opportunities. More discussion and club involvement will be needed to pursue these connections.



Looking over the St. Louis River Valley and Gary New Duluth

2) A meeting was held with the City of Duluth, Minnesota DNR-Parks and Trails Division, and local ATV and snowmobile clubs from the area to discuss the possibility of a larger trail system. The question asked was, “if a larger trail system would be created, where should it go or what connection should be made?” The general consensus was there is a need to connect communities, and more importantly, to connect to a larger public land base that can accommodate up to a day of trail riding opportunities. There is a concern that if this opportunity is identified based upon current riding, that many of those trails and opportunities would be closed and lost. There is little trust by the enthusiast clubs that public land managers really want to provide quality riding opportunities. More discussion needs to occur on this topic. The best case scenario would be a twofold approach:

- a. A proposal from the clubs connecting to a State Forest or large block of County ownership lands, and
- b. Public land managers presenting a trail proposal regarding quality trails using the public land base.

Permitting

Some state and federal permits may be required as part of this project if it moves forward.

- 1) Storm water permits will be needed in those areas where new trail is being built and wherever existing trail is undergoing major rehabilitation. These permits can be filled out on line and submitted.
- 2) A Minnesota Department of Natural Resource (MN DNR) Division of Waters Permit will be needed to replace or rehabilitate any of the existing bridges. The City will also need to submit an application for any new bridges or to request a harden stream crossing.
- 3) A joint agency permit for addressing the crossing of any wetlands will be needed. This can be done through the electronic submittal of MNDNR MPARS Public Works Work Permit Application Documentation. This process will allow the application to notify the Division of Waters, DNR, the Board of Water and Soil Resources (BWSR), the U.S. Army Corp of Engineers (USACE) and the County Soil and Water Conservation Service (SWCD) all through one application.
- 4) Some local government planning and zoning notification may be required, however the City of Duluth should be aware and up to date on any of those requirements.

Land Acquisition



Existing bridge over Kingsbury Creek; restoration would serve snowmobiles and many other user groups

The City of Duluth owns much of the land where these trails are being proposed. On the east end, from the area going under the Interstate 35 bridge almost to Spirit Mountain many of the lots are listed as tax forfeit and therefore managed by St. Louis County. The proposed northern route between the old rail yard and the crossing of Kingsbury Creek does cross one State parcel. Because it is adjacent to the I-35 right-of-way it is probably managed by the Department of Transportation but could be verified by checking with the County Recorder.

To get a permit or license to cross the St. Louis County land, the county would need a GIS track of the proposed alignment. This should be sent to:

St. Louis County Land Department
Andy Holak, Forest Recreation Specialist,
Government Service Center
320 West 2nd Street, Rm 607
Duluth, MN 55802-1410
e-mail: holaka@stlouiscountymn.gov
office: is 218-726-2659

The County would prefer this system is included in the State of Minnesota Trail Assistance Program, also known as the grant-in-aid program. Any license or permit would be issued to the club sponsor, which would most likely be the City of Duluth.

On the state parcel if that is administered by the Minnesota Department of Transportation (MNDOT), the real estate agent would be located at the MNDOT office on top of Miller Hill in Duluth.

The other private land that would need some acquisition effort is the section from the Seven Bridge Rd to the Buffalo House. That property is owned by:

Scott Stoyanoff

243 Nynas Road

Esko, MN 55733

His ownership of interest is in Section 30, Township 49 North, Range 15 West.

Scott is also part owner in the Buffalo House.

And:

Tax Payer

P.O. Box 8100

Downtown Station

Montreal, Quebec Canada H3C 3N4.

The remainder of the land appears to belong to the City of Duluth.

Social Impacts

There are two aspects of social impacts to motorized trail systems. The first is the ideas regarding the potential impacts and the second is the actual impacts. Like any trail, the people who are closest to the trail location have the most concern regarding potential impacts for any trail use. With motorized trail use, this area of potential concern is much larger since the sound of the machine lead people to believe the impact will cover a much greater distance. Once a trail system has been created, the fear of what the impact might be gradually changes to the realization of the actual impact. In a vast majority of the cases, the fear of potential impact by far outweighs the actual impact. This is true regardless of the recreation type, including motorized recreation.

A case in point regarding the fear of the potential impact is the process for creating the Iron Range OHV Recreation Area. People from as far away as the town of Virginia were



snowmobile trail coming up into parking lot at Spirit Mountain, erosion issues.

concerned with the impacts regarding the type of people which would recreate at the OHV Park and the sound impact to the nearby community. Within 2 months of the OHV Park opening, the Iron Range community was reassured when their fears were not realized. The OHV riders were people who like to recreate. And the sound issue was non-existent.

For the proposed trail system, NMS believes there will be minimal social impacts from the trail system. A large majority of the trail boards the I-35 corridor. The sound of motorized trail use will be overshadowed, for most part, by the sound from the interstate. The areas of the trail system which are not in the I-35 corridor will be distant enough from most residences to not be an intrusive sound.

Regarding the social profile for ATV riders, it can be stated the ATV riders are people who like to recreate by either motorized or non-motorized means. They are seeking the same things as non-motorized trail users. According to a profile of Minnesota's Trail User³, which includes several forms of both motorized and non-motorized activities, "A combination of aesthetics, fitness and escape primarily motivates Minnesota's recreational trail users. However, the importance of these motivational factors varied by group. The importance of nature related experiences was important to all groups and had the least variation among groups."

Motorized recreation has proven to be an activity for families, for people with mobility disabilities, and for people who were more active in the past but no longer can get into nature for long distances without the aid of motorized recreation. The median age for ATV riders in Minnesota is 40 years. A large portion of ATV riders enjoy the sport as way to be with family and friends.

Like all trail users, the people who recreate using motorized vehicles are people. The key to managing OHV recreation is to manage the people who use the trail.

Route

A series of maps show the proposed routes and trail features.

³ Profile of 2008 Minnesota Recreational Trail Users. University of Minnesota, 2009.
http://headwaterseconomics.org/wphw/wp-content/uploads/Trail_Study_64-minnesota-rec-trail-users.pdf

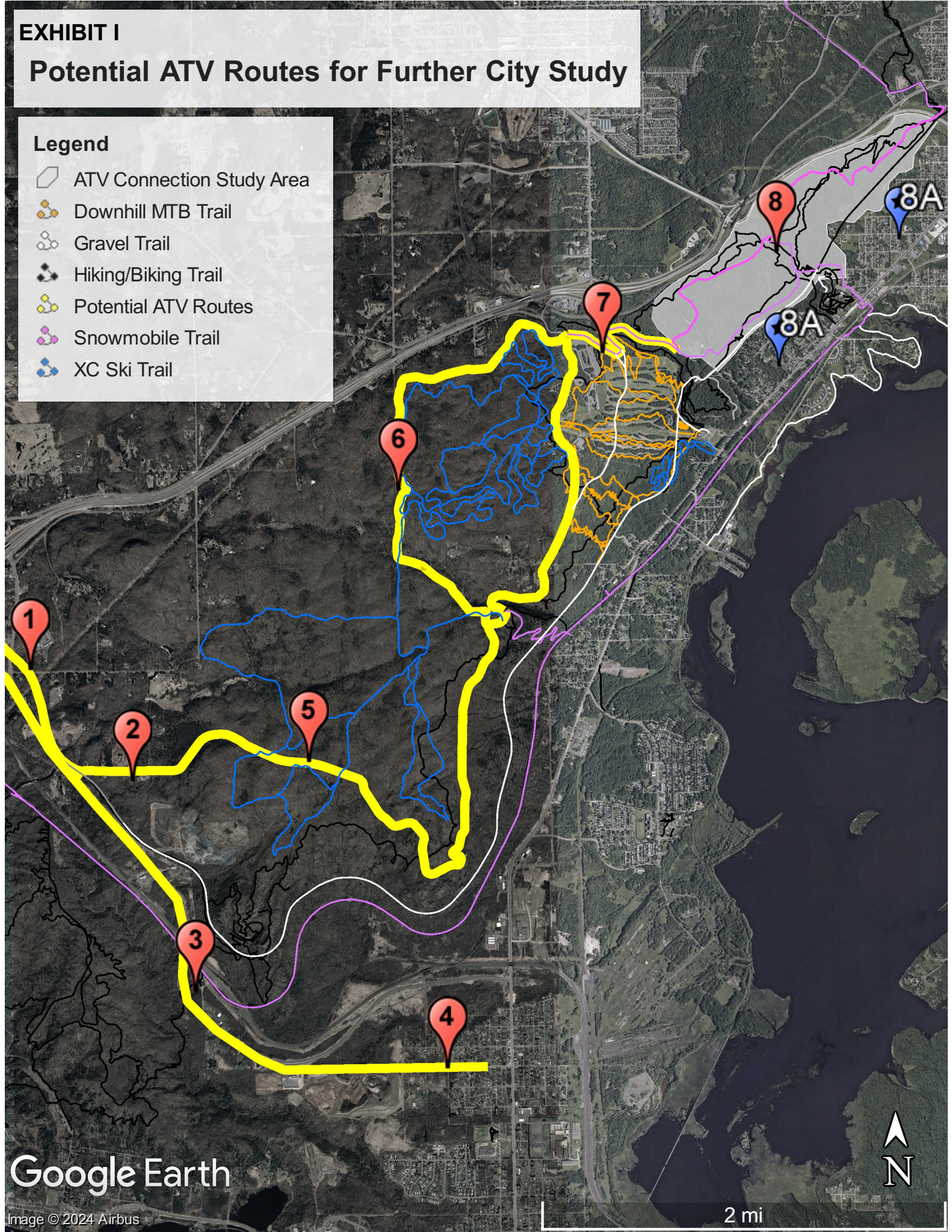
**APPENDIX D - Potential ATV Routes for Further City Study
CITY OF DULUTH
RFP# 26-99436 RFP for ATV Route Study**

EXHIBIT I

Potential ATV Routes for Further City Study

Legend

- ATV Connection Study Area
- Downhill MTB Trail
- Gravel Trail
- Hiking/Biking Trail
- Potential ATV Routes
- Snowmobile Trail
- XC Ski Trail



**APPENDIX E - Memo Exhibit II: Notes on Candidate Western Duluth ATV Routes
CITY OF DULUTH
RFP# 26-99436 RFP for ATV Route Study**

Memo Exhibit II: Notes on Candidate Western Duluth ATV Routes

#1 – DWP right-of-way in Midway Township: Users have prioritized a connection from Duluth to the Buffalo House on the unimproved portion of the City-owned DWP railroad right-of-way that is located outside of the City in Midway Township. The City has no plans to use or improve this asset and does not wish to own an ATV trail located outside of the City. The City may wish to consider donating the asset to the regional ATV trail development effort provided that another entity is willing to own it. City donation of the asset could be a way to provide the prerequisite local match for state grants. *Lead City department(s): Property, Parks, and Libraries.*

#2 – West Skyline Parkway/Becks Road intersection area: Users have indicated their preference to reach this intersection by dropping down from West Skyline Parkway on a snowmobile trail to a portion of the DWP trail within City boundaries that is already an improved, wheelchair-accessible, multi-purpose non-motorized trail. The City and residents of the small West Skyline Parkway neighborhood may prefer to reach the intersection by keeping ATV's on West Skyline all the way to Becks Road. *Lead City department(s): Public Works, Planning and Economic Development, and Property, Parks, and Libraries.*

#3 – Becks Road corridor: Becks Road is a St Louis County road. It is presumed that study of potential ATV use on and/or next to Becks Road would be undertaken in close partnership with St Louis County and that St Louis County would have ultimate responsibility for construction, ownership, maintenance, and management of any ATV improvements in the Becks Road right-of-way. *Lead City department(s): Public Works, Planning and Economic Development.*

#4 – Gary New Duluth neighborhood connection: Whether, where, and how ATV use will be permitted on City streets within the Gary New Duluth neighborhood presents a complicated mix of challenges that span transportation planning, law enforcement, safety, and neighborhood engagement. *Lead City department(s): Public Works, Planning and Economic Development.*

#5 – Paved West Skyline Parkway – Bardon's Peak to Becks Road: A portion of this segment of West Skyline Parkway is a paved road in poor condition. As such, this road segment represents a deferred maintenance burden for the City of Duluth and a safety hazard for ATV users. The City and ATV users may have a shared interest in using ATV grant funds to rebuild this segment as a gravel road. *Lead City department(s): Public Works, Planning and Economic Development, Property, Parks, and Libraries.*

#6 – Upper Spirit Mountain Snowmobile Trail: There is an opportunity to use ATV grant funds to improve this deteriorated trail for both snowmobiling and ATV's. If achievable using fill and culverts, this would be an opportunity to reduce the long-term maintenance burden on this infrastructure. To the extent that it may only be achievable with boardwalk and bridges, there is the risk of increasing the long-term maintenance burden. *Lead City department(s): Property, Parks, and Libraries.*

#7 – Spirit Mountain corridor: This is a densely developed, multi-trail recreational corridor between the Norton Park neighborhood and upper Spirit Mountain that already sees conflicts between pedestrians, bikers, and Spirit Mountain staff on motorized maintenance vehicles. Adding public ATV use to this mix is a complicated proposition especially where all users must use the same trail segment (as at bridges). *Lead City department(s): Property, Parks, and Libraries.*

#8 – Thompson Hill corridor: This is a densely developed multi-trail recreational corridor between the Fairmount neighborhood and upper Spirit Mountain that sees conflicts now and could see more with the addition of ATV's. Improving the existing snowmobile trail for ATV's could address deferred maintenance, improve use for snowmobiles, and reduce long-term maintenance. Bridges shared with pedestrian and bike trails are sites of potential conflict. *Lead City department(s): Property, Parks, and Libraries.*

#8A – City streets within the Norton Park and Fairmount neighborhoods – Determining whether, where, and how ATV's can use streets within these neighborhoods to travel to ATV trail access points will need to be addressed by Public Works, Planning and Economic Development. *Lead City department(s): Public Works, Planning and Economic Development.*

**APPENDIX F - Professional Services Agreement Template
CITY OF DULUTH
RFP# 26-99436 RFP for ATV Route Study**

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN**

[Click or tap here to enter text.](#)

**AND
CITY OF DULUTH**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk (the “Effective Date”), by and between the City of Duluth, hereinafter referred to as City, and [Click or tap here to enter text.](#) located at [Click or tap here to enter text.](#), hereinafter referred to as Consultant for the purpose of rendering services to the City.

WHEREAS, the City has requested consulting services for [Click or tap here to enter text.](#), (the “Project”); and

WHEREAS, Consultant has represented itself as qualified and willing to perform the services required by the City; and

WHEREAS, Consultant submitted a proposal to provide services for the Project (the “Proposal”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to utilize Consultant’s professional services for the Project;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

I. Services

Consultant will provide services related to the Project as described in Consultant’s Proposal (the “Services”). Consultant agrees that it will provide its services at the direction of the [Click or tap here to enter text.](#) (“[Click or tap here to enter text.](#)”). In the event of a conflict between the Proposal and this Agreement, the terms and conditions of this Agreement shall be deemed controlling.

II. Fees

It is agreed between the parties that Consultant’s maximum fee for the Project and Services shall not exceed the sum of [Click or tap here to enter text.](#) Dollars ([Click or tap here to enter text.](#)) inclusive of all travel and other expenses associated with the Project, payable from Fund [Click or tap here to enter text.](#). All invoices for services rendered shall be submitted monthly to the attention of the [Click or tap here to enter text.](#). Payment of expenses is subject to the City’s receipt of reasonable substantiation/back-up supporting such expenses. Payment terms shall be net 35 per Minnesota Statute 471.425.

III. General Terms and Conditions

1. Amendments

Any alterations, variations, modifications or waivers of terms of this Agreement shall be binding upon the City and Consultant only upon being reduced to writing and signed by a duly authorized representative of each party.

2. Assignment

Consultant represents that it will utilize only its own personnel in the performance of the services set forth herein; and further agrees that it will neither assign, transfer or subcontract any rights or obligations under this Agreement without prior written consent of the City. The Primary Consultant(s) assigned to this project will be [Click or tap here to enter text.](#) (the "Primary Consultant"). The Primary Consultant shall be responsible for the delivery of professional services required by this Agreement and, except as expressly agreed in writing by the City in its sole discretion, the City is not obligated to accept the services of any other employee or agent of Consultant in substitution of the Primary Consultant. The foregoing sentence shall not preclude other employees of Consultant from providing support to the Primary Consultant in connection with Consultant's obligations hereunder.

3. Data and Confidentiality, Records and Inspection

- a. The City agrees that it will make available all pertinent, non-privileged information, data and records under its control for Consultant to use in the performance of this Agreement, or assist Consultant wherever possible to obtain such records, data and information.
- b. All reports, data, information, documentation and material given to or prepared by Consultant pursuant to this Agreement will be confidential and will not be released by Consultant without prior authorization from the City.
- c. Consultant agrees that all work created by Consultant for the City is a "work made for hire" and that the City shall own all right, title, and interest in and to the work, including the entire copyright in the work ("City Property"). Consultant further agrees that to the extent the work is not a "work made for hire" Consultant will assign to City ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Consultant agrees to execute, at no cost to City, all documents necessary for City to perfect its ownership of the entire copyright in the work. Consultant represents and warrants that the work created or prepared by Consultant will

be original and will not infringe upon the rights of any third party, and Consultant further represents that the work will not have been previously assigned, licensed or otherwise encumbered.

- d. Records shall be maintained by Consultant in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- e. Consultant will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- f. Consultant shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
- g. Consultant shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Consultant will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

4. Consultant Representation and Warranties

Consultant represents and warrants that:

- a. Consultant and all personnel to be provided by it hereunder has sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.
- b. Consultant and all personnel provided by it hereunder shall perform their respective duties in a professional and diligent manner in the best interests of the City and in accordance with the then current generally accepted standards of the profession for the provisions of services of this type.

- c. Consultant has complied or will comply with all legal requirements applicable to it with respect to this Agreement. Consultant will observe all applicable laws, regulations, ordinances and orders of the United States, State of Minnesota and agencies and political subdivisions thereof.
- d. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with, or constitute a breach of or a default under, any agreement to which the Consultant is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Consultant contrary to the terms of any instrument or agreement.
- e. There is no litigation pending or to the best of the Consultant's knowledge threatened against the Consultant affecting its ability to carry out the terms of this Agreement or to carry out the terms and conditions of any other matter materially affecting the ability of the Consultant to perform its obligations hereunder.
- f. The Consultant will not, without the prior written consent of the City, enter into any agreement or other commitment the performance of which would constitute a breach of any of the terms, conditions, provisions, representations, warranties and/or covenants contained in this Agreement.

5. Agreement Period

The term of this Agreement shall commence on the Effective Date and performance shall be completed by [Click or tap here to enter text.](#), unless terminated earlier as provided for herein.

Either party may, by giving written notice, specifying the effective date thereof, terminate this Agreement in whole or in part without cause. In the event of termination, all property and finished or unfinished documents and other writings prepared by Consultant under this Agreement shall become the property of the City and Consultant shall promptly deliver the same to the City. Consultant shall be entitled to compensation for services properly performed by it to the date of termination of this Agreement. In the event of termination due to breach by Consultant, the City shall retain all other remedies available to it, and the City shall be relieved from payment of any fees in respect of the services of Consultant which gave rise to such breach.

6. Independent Contractor

- a. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Consultant as an agent, representative or employee of the City for any purpose or in any manner whatsoever. The parties do not intend to create any third-party beneficiary of this Agreement. Consultant and its employees shall not be considered employees of the City, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of Consultant's employees while so engaged, and any and all claims whatsoever on behalf of Consultant's employees arising out of employment shall in no way be the responsibility of City. Except for compensation provided in Section II of this Agreement, Consultant's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability or severance pay and P.E.R.A. Further, City shall in no way be responsible to defend, indemnify or save harmless Consultant from liability or judgments arising out of intentional or negligent acts or omissions of Consultant or its employees while performing the work specified by this Agreement.
- b. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement.
- c. (For a government entity that is non-federal) Consultant expressly waives any right to claim any immunity provided for in Minnesota Statutes Chapter 466 or pursuant to the official immunity doctrine.

7. Indemnity

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold City and its employees, officers and agents harmless from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney's fees and expenses, whether asserted by itself or any third party, including claims arising from the acts, omissions, negligence, or misconduct of Service Provider or that of its agents, employees, or contractors. The obligations shall include, but not be limited to, the obligations to defend, indemnify, and hold

harmless the City in all matters where claims of liability against the City are alleged to be or could be found to arise out of acts or omissions of Service Provider or are passive, derivative, or vicarious of the negligent or intentional acts or omissions of Consultant arise out of or relate to the services in this Agreement or Service Provider's negligent, intentional, or wrongful acts or omissions, including breach of any duty in this agreement, of Consultant. The obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. This Section shall survive the termination of this Agreement for any reason. Consultant shall not have the obligation to indemnify the City for its intentional, willful or wanton acts. **The Consultant understands this provision may affect its rights and may shift liability.**

8. **Insurance**

- a. Consultant shall obtain and maintain for the Term of this Agreement the following minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota.
 - i. Workers' compensation insurance in accordance with the laws of the State of Minnesota.
 - ii. Commercial General Liability and Automobile Liability Insurance with limits not less than **\$1,500,000** Single Limit, shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provisions may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
 - iii. Professional Liability Insurance in an amount not less than \$1,500,000 Single Limit; provided further that in the event the professional malpractice insurance is in the form of "claims made," insurance, Consultant hereby commits to provide at least 60 days' notice prior to any change to the Professional Liability Insurance policy or coverage; and in the event of any change, Consultant agrees to provide the City with either evidence of new insurance coverage conforming to the provisions of this this paragraph which will provide unbroken

protection to the City, or in the alternative, to purchase at its cost, extended coverage under the old policy for the period the state of repose runs; the protection to be provided by said “claims made” insurance shall remain in place until the running of the statute of repose for claims related to this Agreement.

- iv. **City of Duluth shall be named as Additional Insured** under the Commercial General Liability and Automobile Liability. Consultant shall also provide evidence of Statutory Minnesota Workers’ Compensation Insurance. Consultant to provide Certificate of Insurance evidencing such coverage with notice to City of cancellation in accordance with the provisions of the underlying insurance policy included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Consultant’s interests and liabilities.
- b. Certificates showing Consultant is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
- c. The City shall be named as an additional insured on each liability policy other than the professional liability and the workers’ compensation policies of the Consultant.
- d. The certificates shall provide that the policies shall not be cancelled during the lift of this Agreement without advanced notice being given to the City at least equal to that provided for in the underlying policy of insurance.
- e. Except as provided for in Section 8.a.iv above, Consultant hereby commits to provide notice to City at least 30 days in advance of any change in the insurance provided pursuant to this Section 8 or in advance of that provided for in the underlying insurance policy or policies whichever is longer. For the purposes of Section 8 of this Agreement, the term, “changed”, shall include cancellation of a policy of insurance provided hereunder and any modification of such policy which reduces the amount of any coverage provided thereunder

below the amounts required to be provided hereunder or otherwise reduces the protections provided under such policy to City

9. Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

City: City of Duluth
411 W First Street
City Hall Room [Click or tap here to enter text.](#)
Duluth MN 55802
Attn: [Click or tap here to enter text.](#)

Consultant: [Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
[Click or tap here to enter text.](#)
Attn: [Click or tap here to enter text.](#)

10. Civil Rights Assurances

Consultant, as part of the consideration under this Agreement, does hereby covenant and agree that:

- a. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, and/or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- b. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code, and any regulations and executive orders which may be affected with regard thereto.

11. Laws, Rules and Regulations

Consultant agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City with respect to their respective agencies which are applicable to its activities

under this Agreement.

12. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under his Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, franchises or permits, or inability to obtain labor, materials, equipment, or transportation. Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the party's obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

14. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provision shall continue in full force and effect and shall be binding upon the parties to this Agreement.

15. Entire Agreement

It is understood and agreed that the entire agreement of the parties including all exhibits is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

16. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same

instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

[Remainder of this page intentionally left blank. Signature page to follow.]

TEMPLATE

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH

[Click or tap here to enter text.](#)

By: _____
Mayor

By: _____

Attest:

Its: _____
Title of Representative

By: _____
City Clerk

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to Form:

City Attorney

TEMPLATE