

Midpeninsula Regional Open Space District

Board Policy Manual

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| Road Maintenance Agreements | Policy 4.05 Chapter 4 – Acquisition & Maintenance of District Lands |
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1. Midpeninsula Regional Open Space District shall only enter into road maintenance agreements which are consistent with existing goals and policies of the District, including protection of the natural beauty and ecological balance of any District lands involved. The agreements must take into account minimizing District costs over time, both for repair and maintenance as well as to minimize fire hazards, litter, unwarranted noise, erosion, negative visual impacts, disturbance of wildlife and vegetation, illegal vehicular use, and any other negative consequences of road improvement. Site use and management plans shall address desired access road standards, repair, and improvement and shall identify other usage.
2. The District shall encourage road repair or maintenance to achieve a minimum rural standard necessary for District use. This is intended to discourage impervious surfacing, over-engineering, the extensive use of cut and fill or unwarranted vegetation removal along District-owned or access-easement roads, unless such work is considered necessary due to extreme grade or some other unusual or hazardous circumstances. Where another participant(s) in an agreement wants a higher level of road improvement (e.g., asphalt surfacing) or maintenance without a demonstrated need of or benefit to the District, that party or parties shall bear the additional cost. The burden of proof that a higher level of road improvement is necessary or beneficial to the District and would in fact save the District money over time shall rest with the party desiring that improvement. Where an existing road is above the standards necessary for District use, participation by the District will be considered on a case by case basis. Every effort should be made to utilize preventative maintenance methods on the roads, including keeping drainage channels open and in good repair, trimming of encroaching or disruptive vegetation, regularly scheduled grading, and using of crushed rock or rip rap as necessary for stabilizing road base problem areas.
3. Road maintenance agreements entered into by the District will normally be legally binding documents. If the total cost of a given proposed road maintenance project is greater than \$5000, the proposed agreement shall be presented, to the Board for approval. The determination for the District on what form the agreements should take shall be made by the General Manager or designee with advice from District Legal Counsel.
4. District participation in its share of costs of repair and maintenance for a mutually, used roadway shall be made on vehicle usage by District personnel, the public permitted by District, and District tenants. Access roads to District lands shall be gated where general public vehicular use is not allowed; the District's share of road maintenance shall not include the factor of general public vehicular use when other parties to a road agreement wish to have the road

ungated and the District consents. The percentage share for payment shall ordinarily be determined by using the average number of vehicle trips per month made over the measured length of mutually utilized road. Where damage is caused by circumstances other than use, the sharing of the expenses shall be negotiated on a case by case basis. Equestrian, pedestrian, or bicycle usage shall not normally be considered for determining participation in costs for road repair. However, if that usage is shown by the party Concerned to have a significant detrimental effect on repair and maintenance costs, the party responsible for the detrimental effect shall pay the extra costs.

5. All road agreements shall be made for a period of at least one year, and contain provision for periodic review of usage figures and District cost shares.