

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** April 15, 2026

**SUBJECT:** PAS Bike Park MOU

**PRESENTER:** Jason Kilgore, Assistant Director, Parks & Recreation

**ATTACHMENTS:** Yes

1. Agreement by and between Henderson County and Pisgah Area Southern Off-Road Bicycle Association

### SUMMARY OF REQUEST:

Henderson County Parks and Recreation is requesting the approval of the Henderson County Board of Commissioners to partner with Pisgah Area Southern Off-Road Bicycle Association (PAS) for the construction of an off-road bike facility at Jackson Park. Staff is proposing to allocate \$15,000 for planning, design, management, and maintenance of the project. PAS agrees to be the fiscal agent for the project and manage contractor payments, the purchase of materials and supplies for maintenance and construction, and administrative costs.

### BOARD ACTION REQUESTED:

The Board is requested to approve the Agreement by and between Henderson County and Pisgah Area Southern Off-Road Bicycle Association.

### Suggested Motion:

*I move the Henderson County Board of Commissioners approve the Agreement by and between Henderson County and Pisgah Area Southern Off-Road Bicycle Association.*



**Agreement by and between  
Henderson County and Pisgah Area Southern Off-Road Bicycle Association**

This agreement is entered into this day of 4/16/2026 by and between the Henderson County \_\_\_\_\_ (hereinafter called the "County") and the Southern Off Road Bicycle Association NC Chapter-Pisgah Area d/b/a Pisgah Area SORBA, a registered North Carolina non-profit corporation (hereinafter called PAS).

The County and PAS are committed to building a collaborative, mutually beneficial relationship. The County has a desire to develop a bike trail and experience zone at Jackson Park. PAS is renowned for its expertise in trail construction, maintenance, and reconstruction, as well as its work to enhance and protect great mountain biking experiences within Western North Carolina for all users.

The County and PAS desire to define the working relationship between the two organizations, to strengthen and sustain that partnership, and combine joint efforts to maintain, enhance, and improve parks and public lands within Henderson County, with a specific focus on the Jackson Park Bike Zone, and do hereby agree as follows:

**Purpose of Agreement**

The purpose of this Agreement is to establish a collaborative partnership between Henderson County and Pisgah Area SORBA (PAS) to support the **planning, fundraising, construction, maintenance, and long-term stewardship of the Jackson Park Bike Park Zone.**

Specifically, the parties agree that:

**1. Primary Project Focus – Jackson Park Bike Park Zone**

The County and PAS will work jointly to plan, design, fund, and construct the Jackson Park Bike Park Zone.

- PAS shall serve as the **fiscal agent** for all phases of the project, including planning, fundraising, grant management, budgeting, contracting, and construction administration, with support and coordination from the County as needed.
- The parties will collaborate to ensure the bike park is professionally designed, sustainably constructed, and aligned with County recreation goals.

**2. Sustainable Operations, Maintenance, and Enhancements**

Parks & Recreation and PAS will collaborate to build sustainable procedures and resource pathways for maintaining and enhancing the Jackson Park Bike Park Zone, including:

- routine and seasonal trail maintenance;
- erosion control and drainage improvements;
- infrastructure upkeep;
- vegetation management; and
- trail redesign or enhancements as needed for safety and sustainability.

**3. Stewardship of Existing Trails and Identification of New Opportunities**

The County and PAS will work together to maintain existing multi-user natural-surface trails within Jackson Park

**4. Shared Priorities and Collaborative Planning**

Both parties will work to create shared priorities for trail maintenance, park improvements, and long-term recreational planning on County lands. This includes supporting effective use of community resources and advocating for public access, conservation, and outdoor recreation.

**5. Community Engagement, Volunteers, and Events**

The County and PAS will maximize recruitment, involvement, and recognition of community volunteers to support trail construction, maintenance, erosion control, hazard removal, and improvement efforts. PAS will coordinate and manage all volunteers.

Both parties support opportunities, programs, and events that advance the health and wellness of the Henderson County community, with specific emphasis on mountain biking and outdoor recreation.

## **GENERAL SCOPE OF AGREEMENT**

The County and PAS will collaborate on an annual work plan that outlines specific tasks, responsibilities, and timelines related to both the construction and development of the Jackson Park Bike Zone and ongoing multi-use trail stewardship. The Annual Work Plan will include, but not be limited to, the following:

### **1. Planning, Design, and Construction of the Jackson Park Bike Zone**

- Development of site plans, conceptual layouts, and construction sequencing.
- Fundraising strategy, donor engagement, grant management, and financial administration, with PAS serving as fiscal agent.
- Contractor selection, contract oversight, permitting support, and construction supervision as needed.
- Coordination of County assistance, including site access, utilities, permitting guidance, and review of construction plans.

### **2. Trail and Feature Inventory**

- Comprehensive annual assessment of all Jackson Park Bike Zone features, natural-surface trails, and supporting amenities.
- Identification of trail features needing repair, replacement, or enhancement.
- Documentation of erosion issues, safety concerns, vegetation management, and feature wear.

### **3. Shared Maintenance Priorities**

- Establishing annual and seasonal priorities for maintenance of multi-use trails and the Bike Zone.
- Coordinated efforts to address tread work, drainage improvements, corridor clearing, and feature maintenance.
- Adoption of sustainable trail standards and best practices.

### **4. Repairs and Field Work**

- PAS-led volunteer workdays and staff-supported maintenance efforts.
- Trail tread stabilization, rolling grade dips, drainage improvements, re-shaping or repairs of jumps and features, and trail system clean-up.
- Vegetation management and correction of minor erosion issues.

### **5. Park Cleanliness and Upkeep**

- Shared responsibility for litter removal, trail corridor clearing, and general cleanliness within the Bike Zone.
- Coordination with Parks & Recreation maintenance staff on major clean-up needs.

## **6. Risk Management and Safety Procedures**

- Development, clarification, and implementation of appropriate risk management protocols and volunteer safety procedures for work conducted on County property.
- Ensuring that training, waivers, supervision, and incident reporting meet County standards and insurance requirements.

## **7. Financial Responsibilities and Cost-Sharing**

- Clear identification of payment responsibilities related to planning, construction, maintenance materials, volunteer support, and equipment.
- PAS serving as fiscal agent for planning and construction fundraising, including receiving donations and grant funds for project phases.

## **8. Park Uses and PAS Activities**

- Permitted uses of Jackson Park by PAS for volunteer workdays, training sessions, community events, and maintenance activities.
- Coordination with County staff to ensure activities comply with County policies, park regulations, and scheduling needs.

**Responsibilities:**The County agrees to:

- Provide an estimate of \$15,000 in FY26 to PAS for Professional Services to include planning, design documents, construction documents, and maintenance that year.
- Assign PAS to act as Fiscal Agent for applicable funding collection and holding, project management services including communications, branding coordination, contractor selection, project oversight, and volunteer engagement.
- Grant access to pre-approved County parks for trail maintenance, removal of identified dead or dying or hazard trees, erosion control, and occasional invasive species removal.
- Allocate staff support for identified and approved projects and efforts as requested.
- Allow use of designated meeting space or classroom for PAS, which may include a shelter at a park or room in a Recreation facility for approved PAS trainings or workshops.
- Allow PAS to utilize designated park areas, including trails and trees, for the purpose of educating and training staff and volunteers on trail maintenance techniques, and erosion control methods;
- Assign designated liaisons to ensure effective coordination with County departments;
- Inform PAS of any changes in the availability of staff and other resources;
- Provide technical assistance as needed for agreed-upon projects on County property, including, but not limited to guidance on appropriate locations within a park for work to be completed.
- Work collaboratively with PAS to 1) develop an annual work plan in the Jackson Park Bike Park Zone, 2) meet annually to evaluate the annual work plan and prepare for the next year.
- Work collaboratively with PAS to conduct community mountain biking programs within the park.
- Allow storage in a designated area as available at Jackson Park Bike Zone during the period in which the facility is authorized for use. Stored items can include hand tools for regrooming the bike area.
- Pay utility costs associated with the park.

PAS agrees to:

- Work collaboratively with the County to 1) identify projects that will occur on the Jackson Park Bike Zone County property, 2) develop an annual work plan and calendar of events based on projects and events, 3) minimize unplanned projects as much as possible, 4) meet annually to evaluate projects and shared priorities and prepare for the next year, 5) make an annual report on the number of projects and events completed, volunteers involved and volunteer hours worked for projects on County property);
- Allocate resources and volunteer support for approved projects and efforts;
- Inform the County of any changes in project plans or timetables;
- Provide orientation and oversight for volunteers and to ensure their safety.
- Clarify and implement appropriate risk management and safety procedures for volunteers on County property.
- Provide materials and equipment to complete the project.
- Require all volunteers to sign a release and waiver for work on County property.
- Recommend materials to be used for project improvements for County approval.
- In the event an unplanned project(s) should be considered, PAS will submit a project proposal application no less than fourteen (14) days for minor projects and 30 days prior to proposed projects that require County support and materials;
- Provide a schedule and calendar of events (programs, workdays, etc.) annually; changes to the calendar should be submitted no less than thirty (30) days prior to the event.
- Perform trail maintenance and erosion control on County-owned property that is pre-approved by the County;
- Any tree removal will be performed by licensed, insured, contractors.
- Utilize their own equipment for all projects, including the use of chainsaws and hand tools;
- Work collaboratively with the County to conduct community mountain biking programs within the park
- Promote and follow all appropriate Park rules and regulations within the parameters of official PAS activities.
- Become familiar with the findings of the following documents and comply with their recommendations/requirements
  - *2020 Plan for Henderson County - Section 3 Recreation Element*
- Pisgah Area SORBA's responsibilities as Fiscal Agent for the Bike Zone planning, construction, and ongoing maintenance. PAS Shall:
  - Act as fiscal agent for the Jackson Park Bike Zone and provide funding collection and holding, project management services, including communications, branding coordination, contractor selection, and volunteer engagement.
  - Establish and maintain a restricted funding category and reporting process for incoming and outgoing funds, in-kind and material contributions associated with the expansion and maintenance of the Jackson Park Bike Zone trail system.
  - Financially support Jackson Park Bike Zone by committing to fund a percentage of the design plan and/or public outreach and build materials.
  - Provide technical trail construction & maintenance advice/experience.
  - Oversee construction of new trail builds, repairs, and general maintenance of existing network.
  - Coordinate design and build work with associated Contractors when/where utilized.

- Attend private and public meetings in support of Jackson Park and other Henderson County trail projects.
  - Develop long-term trail maintenance plans with a focus on inclusive access, environmental stewardship, volunteerism, and weatherproofing the trails.
  - Provide input on amenities that help support a positive trail experience, including signage/wayfinding, parking, access, restrooms, potable water, etc.
  - Implementing design plans for safe and enjoyable recreation.
  - Educate the public about the benefits of Jackson Park and other Henderson County trails through social media networks and live events.
  - As appropriate within their resources, promote related site projects through PAS' agency.
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- Contingency of Obligations. All responsibilities and duties of any Party set forth in the preceding Section are expressly contingent on the party's securing adequate funding for the contemplated activities.

**Project-Specific Scope of Agreement:** See Exhibit A

## **General Terms and Conditions of Agreement**

Administration. The County will designate representatives to administer this agreement and address issues that arise in the implementation of the activities outlined in the agreement. The County shall be the interpreter of the requirements of this agreement and work in conjunction with PAS to resolve issues.

Independent Contractor. PAS members and volunteers will be informed by PAS that, as volunteers on County Property, they are providing their services without compensation and will not be considered an employee, agent, or representative of the County and are therefore not entitled to any benefits of any kind, including, but not limited to, unemployment, workers' compensation or retirement benefits from the County.

Sponsorship Programs. PAS may create and manage Sponsorship programs. The County shall pre-approve all sponsorship candidates, and any associated signage, its location and the lifespan/removal process for signage. Sponsorship agreements are solely between PAS and the Sponsor.

Grants and Donations. PAS may seek grants for the maintenance of trails without prior County approval. This agreement confirms PAS's ability to perform work on the Bike Zone, including that which is funded by grant money. PAS will consult with the County before applying for grants with a matching or in-kind requirement no matter the purpose.

PAS may solicit donations at PAS events and through current PAS channels, which may be used for specific trails as well as general use.

Reporting. PAS will provide information to be included in the County's annual volunteer report. The information will include total volunteer numbers and hours and any additional information or pictures that will help the County provide information on the positive impacts of this partnership agreement. PAS will provide the County with the total number of volunteer hours contributed via this agreement. PAS will encourage participation from youth aged 18-25 and other underserved populations and will assist the County in tracking participation levels of these populations.

Insurance: PAS agrees to keep and maintain for the duration of this Agreement at least a \$1,000,000 commercial general liability including Worker's Compensation insurance policy and shall provide the County a certificate of insurance for general liability and worker's compensation, listing the County as certificate holder and as an additional insured under said policy. In the event of bodily injury or property damage loss caused by PAS negligent acts or omissions in connection with PAS services performed under this Agreement as part of a PAS sanctioned event, PAS's Liability insurance shall be primary with respect to any other insurance which may be available to the County, regardless of how the "Other Insurance" provisions may read. Said coverage does not extend to public use of the system. In the event of cancellation, substantial changes, or nonrenewal, PAS shall give the County at least thirty (30) days prior written notice. No work shall be performed until PAS has furnished to the County the above-referenced certificates of insurance and associated endorsements, in a form suitable to the County. PAS will provide an updated copy of the liability policy no later than the 5th of March each year of this agreement (PAS annually renews insurance on March 1st).

Release and Hold Harmless: PAS agrees to indemnify, defend and save harmless the County and its agents, officers and employees from and against any and all liability, expense (including defense costs and legal fees) and claims for damages including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with PAS's negligence while performing

its services hereunder, and any Worker's Compensation suits by any PAS employees, except to the extent that such bodily injury, death, personal injury or property damage arises from or is connected with the County's operations or services. This indemnification does not include loss or injury arising from public use of the trails. PAS's duty to indemnify the County shall survive the expiration or other termination of this Agreement, but only with respect to services provided prior to the expiration or other termination of this agreement.

Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity.

Waiver: PAS agrees to inform their volunteers that they are solely responsible for their health and safety, and made aware of the risks and dangers inherent in participating in this volunteer service. All volunteers shall sign the attached County of Asheville Volunteer Waiver and Release (Exhibit "B") to cover their participation.

Prior Approval: Volunteer activities organized by PAS will fall within those defined in the scope of this agreement. Volunteer activities that are either not specifically included in the agreement or fall into a medium or high level of risk will be entered into only after consultation with the designated County liaison and activities are approved.

Term: This agreement is in effect on the day and year it is authorized by the County and PAS and shall continue for one (1) year from the date of signing. The agreement shall automatically renew for up to five (5) additional one-year terms unless amended by the parties.

Term/Termination: This agreement may be terminated by either party for cause and/or violation of the Agreement upon thirty (30) days' notice in writing. If the agreement is terminated by PAS, permission to carry out projects and work on city-owned property will be suspended temporarily until a new agreement can be authorized.

Permits. PAS shall be responsible for obtaining and paying for all necessary permits (except that the County will secure tree removal permits) and ensuring compliance with all applicable Federal, State, and local government regulations.

Storage of Prohibited Items: PAS agrees that only items listed in **Exhibit "A. Permitted Use."** shall be stored and that no flammable liquids, hazardous materials, food, foodstuffs, or pesticides shall be stored on County property at any time. Any storage that is occupied during the agreement must be removed at the end of the agreement. Storage must be organized in a neat manner to not conflict with fire code, which includes keeping items clear from any electric panel or wiring; the Henderson County has the right to remove any equipment or supplies being stored that are not in compliance.

Amendments: This agreement with the attached Exhibits "A," "B," "C," "D," and "E" constitutes the entire agreement between the County and PAS. This agreement may be amended, supplemented, modified, or assigned only by duly executed written instruments as an amendment to this agreement.

Vehicular Access: No motorized vehicles are permitted on County property beyond designated vehicle-permitted areas without written authorization from the County. No vehicular standing or parking, except in designated areas, is permitted.

Damages: All damages to the site incidental to the performance of this Agreement shall be repaired or replaced by PAS. The County shall not be responsible for any damage, theft, and/or vandalism of materials provided by PAS.

Non-Discrimination: In accordance with State and Federal laws, the Parties shall not discriminate against any person on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability in its program activities related to this Agreement.

Compliance with Laws: PAS shall comply with all state, federal, or local laws, ordinances, codes, rules, or regulations governing the performance of this Agreement. PAS shall provide a Drug-Free Workplace during the performance of this agreement. This agreement is entered into in North Carolina and shall be construed under the statute and laws of the State of North Carolina.

Assignability: This agreement is not assignable or transferable by either party.

E-Verify Employer Compliance: Employers and their subcontractors as defined in Article 2 of Chapter 64 of the NC General Statutes, must comply with E-Verify requirements to contract with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <https://www.e-verify.gov/>

Severability: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable, or illegal, such provision or provisions shall be severable, and the remaining provisions hereof shall remain in full force and effect

Notification: If either party in this agreement needs or desires to provide any notice to the other, they shall provide the notice in writing to the contact listed here:

County Contact: Jason Kilgore  
Assistant Director  
828-817-3226  
jkilgore@hendersoncontync.gov

PAS Contact: Chris Kehmeier  
Executive Director  
303-868-8082  
chris@pisgahareasorba.org

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year above written.

Henderson County

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Title

\_\_\_\_\_  
Date

Pisgah Area Southern Off-Road Bicycle Association  
Chris Kehmeier

\_\_\_\_\_  
Print Name

*Chris Kehmeier*  
\_\_\_\_\_  
Signature

Executive Director, Pisgah Area SORBA  
Title

1 April 2026  
\_\_\_\_\_  
Date

## Exhibit A: PERMITTED USE

- PAS may have access to Jackson Park Bike Park Zone to perform trail maintenance, erosion control, remove dead, dying & hazard trees as identified and approved by the Parks and Recreation Director or his/her designee once proper notification and permits have been acquired
- Perform Trail maintenance- Trail work will include basic tread maintenance such as removing slough and berm, re-establishing out slope for improved drainage, reshaping, resetting, or cleaning drainage and rolling grade dips. Tread work in wet areas may include refilling and reshaping turnpikes and repairing or replacing rotted or damaged puncheon.
- Special trail work projects identified by PAS should be brought to the attention of the designated County Parks and Recreation Director or his/her designee and will be approved on a case-by-case basis. (I. E Boardwalk and bridge repair)
- Corridor clearing will include pruning or removing small trees and brush within the designated trail corridor (check with the County Parks and Recreation Director or his/her designee to determine appropriate dimensions, as they change with trail designation).
- PAS will assist the County in identifying, preventing, and closing non-system trails. Any non-system trails identified by PAS will be reported to the County Parks and Recreation Director or his/her designee. Prevention activities will be limited to assisting with public education, and closure activities will take place on a case-by-case basis in coordination with the County Parks and Recreation Director or his/her designee.
- There will be no work performed outside of the designated trail corridors or zones without written permission from the Henderson County Parks and Recreation Director or his/her designee. This includes but is not limited to rerouting of existing trails, realignment of existing trails, and moving trails onto user-created trails instead of designated trails. There will be no maintenance on non-system trails or decommissioned roads without prior approval from the County.
- All projects will be pre-planned and approved by County Parks and Recreation Director or his/her designee.
  - PAS will complete and submit volunteer waivers for all volunteers to the designated County staff with Henderson County Parks and Recreation Department.
  - Projects should be added or adjusted in writing to the County Parks and Recreation Director or his/her designee assigned to work with PAS with at least thirty (30) days notice whenever possible.
    - proposals will be accepted in written form only
    - project proposals must include the date, time, and specific needs for the trainings/workshops
  - The County understands that at times, PAS trail crews may be available to perform trail maintenance, erosion control, and remove dead, hazardous, and dying trees as identified by the County Parks and Recreation Director or his/her designee with shorter

notice due to changes in non-city-related project timelines. To allow for greater potential project opportunities, the following exceptions to notice may be considered.

- Project proposals and workshops for trail, erosion control, and tread work and workshops at County-owned parks may be requested with at least three (3) days notice prior to a training/workshop at a park or other County-owned property. A notice of at least fourteen (14) days is preferred whenever possible.
- PAS may use equipment needed to perform trail maintenance, tree removal, erosion control, and invasive plant species removal, including but not limited to picks, axes, chainsaws, and other equipment providing that certified instructors, trainers, and certification holders are actively engaged and supervising all projects or trainings Jackson Park Bike Park Zone. Volunteers utilizing equipment must hold the appropriate certifications and must actively participate in all projects
  - PAS will submit certifications for members and volunteers and supply the County documentation of appropriate trainings and workshops held regarding the use of equipment and appropriate techniques taught
  - The designated volunteer(s) with current certification must attend and supervise each work day or activity
- It is the responsibility of PAS to ensure any equipment used on County property is in proper working order and maintained to the manufacturer's recommendations. The County does not assume any liability or responsibility for privately owned equipment. PAS and the County recognize the equipment listed below may be used by volunteers serving under this agreement
  - Hand Tools (including but not limited to Pulaskis, McLeods, hoes, shoves/spades, rakes, loppers, pruners, machetes and other bladed tools, picks, pick mattocks, axes, slate bard, tampers, hammers, and saws)
  - Power Tools (including but not limited to powered trimmers/pole saws, leaf blowers, drills, hand saws)
  - Powered Transport (included but not limited to assisted wheelbarrows, dumpers)
  - Trail Machines (i.e. Dingo) must be approved by the County prior to use
  - Non-routine powered heavy equipment, including but not limited to mini excavators, trenchers, mowers, plows, ski loaders, front-end loaders, backhoes, and compaction rollers require separate written permission from the County and may require additional scrutiny for safety.
- Appropriate personal protective equipment will be used while performing trail work. PAS crew leaders should follow all PAS policies for appropriate safety sessions before work begins.
- PAS, in cooperation with the County, should establish appropriate group sizes. Unless otherwise agreed to, an appropriate group size is defined as no more than 12 persons per Crew Leader.
- Recruit, Train, and Manage Volunteers- PAS will seek to create a positive, fun, and compelling image of the PAS volunteer program throughout the community. Whenever possible PAS will encourage involvement from the community members in the management of their public lands, either through this agreement or through other volunteer efforts. PAS will establish procedures

to train and manage volunteers engaging via this agreement such that they can serve, safely, be productive and have a great experience.

- PAS will organize and conduct at least two (2) public workdays per year. The events shall be open for participation by the general public, with participation opportunities for people of various skill levels and abilities.

Tools / Material Storage (i.e., PAS tool trailer):

The County agrees to:

- Allow short term storage / parking of PAS tool trailer(s) and / or materials within the standard parking region of Jackson Park Bike Zone as well as on trail side (materials).

PAS agrees to:

- Use authorized / designated storage area(s) only. No equipment or supplies will be stored outside of the designated areas. No equipment or supplies may be stored in restrooms, mechanical rooms, or unauthorized areas in the park. The storage area must be kept neat and clean at all times.
- Limit storage to equipment and supplies needed to maintain the multi-use trails. No food or beverages may be stored. No fuel, hazardous materials or machines that may contain flammable or hazardous materials may be stored. No merchandise or items intended for resale may be stored.

**Exhibit B VOLUNTEER WAIVER AND RELEASE**

Henderson County Volunteer Application Form (attached)

## **Exhibit C SPECIFICATIONS FOR SPONSORSHIP SIGNAGE**

The purpose of this Exhibit is to establish standards, restrictions, and procedures governing the creation, installation, maintenance, and removal of sponsorship signage associated with PAS-supported projects on County-owned property. These specifications ensure that recognition of sponsors is conducted in a manner that is consistent with the County's branding, public expectations, park aesthetics, and overall visitor experience.

Sponsorship opportunities may be pursued with entities whose mission, operations, and public reputation are compatible with the County's values and the purpose of public parks.

Acceptable sponsors include:

1. Outdoor recreation industry organizations, including trail equipment manufacturers, bike shops, technical apparel companies, and related retail.
2. Local businesses supporting community recreation, tourism, environmental stewardship, or youth engagement.
3. Nonprofit organizations supporting conservation, health and wellness, environmental education, or community development.
4. Foundations, philanthropic entities, or individual donors wishing to support park improvements or stewardship programs.

### **Prohibited Sponsors**

Sponsorships will not be accepted from entities whose products, services, or branding are inconsistent with County policies or community standards, including but not limited to:

- Alcohol, tobacco, cannabis, vaping products
- Firearms, ammunition, or weapons manufacturers
- Political campaigns, partisan organizations, or elected officials
- Adult entertainment businesses
- Gambling or sports-betting entities
- Organizations involved in litigation with the County
- Any entity deemed incompatible with public recreation or County values

The County retains full authority to approve or reject any sponsor at its sole discretion.

## 2. Sign Design Standards

All sponsorship signage will adhere to the following standards to maintain visual harmony and avoid commercial encroachment within park environments:

### 2.1 Size and Dimensions

- Maximum size: 12" x 18" for trail-level signage.
- Larger signs (e.g., kiosk panels) may be allowed only with explicit County approval.
- Signs must use durable outdoor materials such as aluminum composite, high-pressure laminate, or marine-grade wood.

### 2.2 Branding and Content Requirements

- PAS may include:
  - Sponsor name
  - Logo (monochrome or simplified versions preferred)
  - Brief recognition message (e.g., "Supported by..." or "Trail maintenance provided by...")
- No slogans, product advertising, pricing, hashtags, or promotional calls-to-action.
- Logos must appear subordinate to County and PAS branding in scale and visual hierarchy.
- All signage must include:
  - County Parks or Henderson County branding (as required)
  - PAS logo
  - Installation date (month/year)

### 2.3 Visual Style

- Earth-tone palette preferred to blend with natural surroundings.
- Non-reflective finishes required.
- Fonts must be clean, legible, and approved by the County.
- Signage must not obstruct sightlines, create safety hazards, or detract from the visitor experience.

### 2.4 Fabrication Standards

- All signs must be professionally produced.
- Handwritten or temporary markers are prohibited except for County-approved interim notices.
- Signs must be securely mounted using methods that minimize damage to trees, structures, or trail infrastructure.

### 3. Placement Rules

All sponsorship signs must be installed in accordance with the following:

#### 3.1 Allowable Locations

- Trailhead kiosks
- Designated donor-recognition areas
- Adjacent to trail features or segments directly supported by sponsors
- At tool storage areas or maintenance hubs (if appropriate)

#### 3.2 Prohibited Locations

- Inside natural habitats sensitive to disturbance
- On trees (unless specifically permitted and using arbor-safe fasteners)
- Along blind corners or high-speed sections where signage may present a hazard
- Within historic, cultural, or memorial areas unless approved by the County
- Anywhere visible from roadways in a manner suggestive of commercial billboards

#### 3.3 Approval Requirements

- PAS must submit a Signage Placement Request specifying:
  - Sponsor name
  - Proposed design
  - Materials
  - Dimensions
  - Location map or GPS coordinates
- The County must provide written approval prior to fabrication or installation.

## 4. Duration, Lifespan, and Maintenance

### 4.1 Standard Duration

- Trail-level sponsor signage may remain in place for 1–3 years, depending on sponsorship tier and County approval.
- Kiosk-level recognition may have flexible duration based on donor agreements.

### 4.2 Maintenance Responsibilities

- PAS is responsible for:
  - Inspecting signs annually
  - Replacing faded or damaged signs
  - Removing outdated or unapproved signage within County timelines

### 4.3 Expiration

- At the end of the approved period, PAS must remove signage within 30 days unless a renewal is granted.
- The County reserves the right to shorten the duration if:
  - The sponsor relationship ends;
  - The sponsor becomes inappropriate under County standards;
  - The signage becomes damaged, unsafe, or visually incompatible.

## 5. Removal Procedures

- The County may, at its discretion, remove signage without prior notice if:
  - It poses a safety risk
  - Violates placement or design standards
  - Has exceeded its approved lifespan
  - Has become vandalized or unsightly
- PAS will be notified after removal and may retrieve the sign if desired.
- PAS is responsible for removing any signage it installs in collaboration with sponsors.

## 6. Final Approval Authority

- All sponsorship signage is subject to County review, modification, approval, or rejection.
- No signage may be fabricated or installed without prior written County authorization.
- The County may update these specifications at any time. Updated standards apply to new signs and replacement signs going forward.

## **Exhibit D — SPECIFIC PROJECT DETAILS**

This Exhibit outlines the project-specific conditions, responsibilities, and operational standards governing the planning, construction, maintenance, funding, and long-term stewardship of the Jackson Park Bike Zone. These details supplement the Agreement and apply to all PAS-led activities on County-owned property.

### **1. Non-Development Clause & Conservation Commitment**

#### **1.1 Project Boundary Compliance**

PAS shall ensure that all trail construction, maintenance, and enhancement activities occur strictly within County-approved trail corridors, bike zone boundaries, and designated project areas.

- No expansion, rerouting, or creation of new trails, features, or infrastructure may occur outside of the approved project boundary without prior written approval from the County Parks and Recreation Director or designee
- User-created trails, unauthorized lines, or social trails shall not be formalized, improved, or maintained without explicit approval.

#### **1.2 Environmental Protection Practices**

PAS shall implement best practices for environmental stewardship, including:

- Minimizing soil disturbance outside authorized trail corridors
- Preventing erosion, sedimentation, and vegetation damage
- Complying with relevant County, State, and Federal environmental regulations
- Protecting riparian zones, wetlands, and sensitive habitats
- Following seasonal restrictions imposed by the County (e.g., wet-weather closures, wildlife protection windows)

#### **1.3 Conservation Decision-Making**

Any proposed project modification that may alter environmental footprint—such as feature relocation, drainage redesign, or corridor widening—must be submitted in writing and approved by the County before work begins.

## 2. Maintenance Expectations

PAS will be responsible for routine and specialized maintenance of the Jackson Park Bike Zone as follows:

### 2.1 Routine Maintenance Responsibilities

PAS shall perform the following tasks regularly and proactively:

- Tread reshaping, outsloping, and drainage improvements
- Clearing corridor vegetation, small fallen limbs, and trail obstructions
- Cleaning and maintaining rolling grade dips, knicks, drains, and water-management features
- Minor erosion mitigation and sediment removal
- Debris and litter removal within the Bike Zone
- Inspection and tightening/repair of built features (wood, dirt, or rock)

### 2.2 Major Maintenance & Feature Rehabilitation

PAS shall coordinate with the County to identify and complete major repairs, including:

- Reconstruction of jumps, berms, technical trail features, and skills elements
- Stabilization of heavily eroded slopes or failing infrastructure
- Rebuilding of drainage structures requiring heavy equipment or contracted labor
- Removal of dead or hazard trees only after marked and approved by the County
- Major maintenance that alters the shape or function of bike-optimized features must be approved by the County.

### 2.3 Volunteer Oversight & Safety

PAS shall:

- Provide trained Crew Leaders or staff oversight for volunteer workdays
- Ensure all volunteers sign County-approved waivers
- Comply with PAS and County safety protocols, including PPE use and tool safety
- Maintain workday documentation, including attendance, injury reports (if any), and task summaries

### 2.4 Maintenance Standards

PAS will follow recognized best practices such as:

- USFS Trail Fundamentals
- IMBA Trail Solutions and Guidelines for a Quality Trail Experience (GQTE)
- Sustainable trail-grade and drainage standards appropriate for a bike-optimized trail park

### 3. Fiscal Agent Agreement

PAS will serve as the fiscal agent for the planning, construction, and ongoing maintenance of the Jackson Park Bike Zone.

#### 3.1 Fund Management

PAS shall:

- Establish a restricted fund category specifically for the Bike Zone
- Maintain transparent accounting of all income (donations, grants, sponsorships) and expenses
- Track in-kind contributions (materials, volunteer labor, donated equipment, etc.)
- Provide financial reporting to the County on a quarterly basis or upon request

#### 3.2 Procurement & Contracting

PAS will be responsible for procurement of materials, equipment, and contracted services necessary for project completion. PAS shall ensure:

- Competitive price comparison or bidding for major purchases per PAS procurement guidelines
- Use of qualified, insured contractors where applicable
- Compliance with County-approved designs, plans, and permitted areas

#### 3.3 Payment Responsibilities

PAS shall handle:

- Contractor payments
- Purchase of materials and supplies for maintenance and construction
- Administrative costs related to trail stewardship (when allowed by funders)

County contributions (\$15,000 FY26 for planning, design, management, maintenance) will be deposited into the restricted Jackson Park Bike Zone fund.

#### 3.4 Reporting Requirements

PAS will provide:

- Annual financial summaries
- Documentation of expenditures tied to specific project phases
- Grant and sponsorship reconciliation reports, if applicable

## 4. Grant Assistance Agreement

PAS may seek grants for maintenance or development, in accordance with the following protocols:

### 4.1 Grant Types PAS May Pursue Without Prior County Approval

- Maintenance or volunteer-support grants
- Tool or equipment grants
- Stewardship, education, or capacity-building grants
- Grants without matching requirements or long-term encumbrances

### 4.2 Grants Requiring County Approval

PAS must obtain written approval from the County before applying to grants that include:

- Matching fund requirements (cash or in-kind)
- Commitments to develop new infrastructure or modify existing infrastructure
- Requirements for County funding, reporting, or resource allocation
- Land-use implications beyond routine trail maintenance

### 4.3 Shared Grant Coordination

For large competitive grants, PAS will:

- Coordinate with the County early in the application process
- Provide drafts for County review
- Identify roles, match requirements, reporting needs, and sustainability commitments
- Ensure the County is not obligated beyond agreed scope

### 4.4 Grant Compliance

PAS is responsible for:

- Grant budget management
- Deliverable tracking
- Compliance reporting
- Ensuring activities align with County-approved plans

Any grant obligations must be fulfilled even if PAS staffing or organizational structure changes.

## 5. Long-Term Operations and Stewardship Commitment

### 5.1 Scheduled Review

PAS and the County will jointly review:

- Trail conditions
- Maintenance needs
- Volunteer engagement levels
- Safety concerns
- Compliance with this Exhibit

A minimum annual review meeting is required.

### 5.2 Performance Benchmarks

PAS agrees to:

- Conduct at least two public volunteer workdays per year
- Provide annual summary of volunteer hours
- Maintain trails at a standard that allows consistent, safe recreational use
- Respond to County-identified issues within a mutually agreed timeframe

### 5.3 Amendments

Any changes to the Jackson Park Bike Zone plan, trail alignments, feature layouts, or project scope must receive County approval via written amendment to this Exhibit.

## 6. County Protections

To protect public land, County resources, and community interests:

- The County retains full authority to pause or stop any work that violates this Exhibit.
- The County may request corrective work for substandard or unsafe conditions.
- PAS must repair any damages caused by its activities or volunteer efforts.
- PAS may not extend the project footprint or add structures without permission.
- The County may revise requirements if environmental regulations change.

## 7. Summary Purpose of Exhibit D

This Exhibit exists to ensure that:

- The Jackson Park Bike Zone remains environmentally responsible,
- PAS's stewardship practices are predictable, safe, and transparent,
- Funding is managed responsibly,
- Grant pursuits are strategic and coordinated, and
- Long-term maintenance is consistent and sustainable.