

MEMORANDUM OF UNDERSTANDING
Mountain Bike Trails – Lexington, Kentucky

This is a Memorandum of Understanding (“MOU”) between the Bluegrass Chapter of the Kentucky Mountain Bike Association (the “Club”), a 501(c)(3) non-profit organization, and the Lexington-Fayette Urban County Government (“LFUCG”), an urban county government of the Commonwealth of Kentucky created pursuant to KRS Chapter 67A, with the effective date of _____.

WHEREAS LFUCG is the owner of park property located in Lexington, Kentucky, and which wishes to implement the design, layout, construction, and use of natural surface, mountain bike trails and mountain bike skills parks (the “Trails”) on such real property located in Lexington, Kentucky.

WHEREAS the Club will be providing advisory input and volunteer assistance on the design, layout, maintenance, construction, and use of the mountain biking trails in Lexington parks.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants herein expressed, LFUCG and the Club agree as follows:

1. The Club may advise and propose in respect to the design, features, and layout of mountain biking trails in LFUCG Parks. LFUCG shall retain oversight and control of the project, to include prior final approval of any changes, additions or deletions of trails or trail amenities and features.
 - a. The skill level of the mountain biking course will be designated prior to construction and included on planning documents. Courses shall be designated as Beginner (green circle with wave through center); Intermediate (blue square with wave through center); and Advanced (black diamond with wave through center)
 - b. Changing the approved course skill level or adding features will require approval prior to installation. LFUCG shall use

reasonable business efforts to approve, deny or request additional information on proposed alterations in a timely manner. Approval will come from the Director of the Division of Parks and Recreation or their designee. Additions to mountain biking trails will follow established standards per International Mountain Bicycling Association (IMBA) or accepted standards as identified in appendix of this MOU. Changes to existing trails or new features that meet the requirements of this MOU shall be approved within 10 business days of submittal.

- c. Feature's criteria in the appendix of this MOU have been reviewed by the Division of Parks and Recreation along with the Risk, Safety, and Loss Control Section of the Division of Human Resource.
 - d. Signage designating technical trail features must be installed prior to the feature. The signage is to be installed at a distance that allows guidance from adult riders to underage riders. All features must have an optional bypass route.
 - e. Requests for new trails; material changes in trail design; signage; or addition of features will be submitted to the Director of Parks and Recreation or their designee. Changes in existing trail design or additional features which meet this MOU should be approved within 10 business days of application.
 - f. The Club agrees that any mountain bike trail will consider other existing park users and their respective use of Lexington Parks.
 - g. Mountain bike trails may utilize existing trails and paved pathways, with approval from Parks and Recreation, and as long as there is not a negative impact on the intended use of the park.
2. Mountain Biking Trails in Lexington Parks will be maintained through a partnership with the Club.
- a. The Club may use individual volunteers, club members, and others as partners as needed. All volunteers will sign a LFUCG Parks and Recreation volunteer waiver. Underage

volunteers must have a waiver signed by a parent or legal guardian prior to working on any designated mountain bike trail. The volunteer waiver will be maintained by the Club and submitted to the Director of Parks and Recreation Office at 469 Parkway Drive, Lexington, Kentucky upon the reasonable request of Lexington Parks.

- b. A trail steward for each mountain bike trail should be designated by the Club. Contact information for each trail steward will be provided to the Division of Parks and Recreation.
- c. LFUCG will assist and provide equipment support as resources allow. Support may include retaining a qualified trail building contractor and hiring an individual or individuals in a seasonal position to assist with trail maintenance with input and guidance from the Club and/or its trail steward.
- d. New mountain bike trails or similar new mountain bike facilities may be considered in the Division of Parks and Recreation's annual capital budget request.
- e. A maintenance log is to be kept by the club with regular inspections. Inspections are to occur at a minimum frequency of every six (6) months. The maintenance log must be made available to LFUCG Parks Director or their designee within three business days after requested.
- f. Repairs to features and trails are to be documented in the inspection and relayed to the Division of Parks and Recreation. Any repairs needing immediate attention are to be secured through temporary fencing until repairs can be made. Cautionary signage may be needed and installed in advance of any trail closure or trail feature that is under repair.
- g. Division of Parks and Recreation will perform an inspection of mountain bike trails annually. Documentation of this annual inspection will be recorded on an inspection sheet and reviewed by Risk, Safety and Loss Control Section from the Division of Human Resource and sent to the Director of Parks and Recreation or their designee.

- h. The parties agree to be guided by and, as much as practical, adopt the trail maintenance methods and practices set forth in Chapter 7, "Trail Maintenance", of the International Mountain Bike Association publication titled *Trails Solutions: IMBA's Guide to Building Sweet Singletrack*. (published by International Mountain Bike Association, PO Box 7578, Boulder, CO 80306)
- 3. LFUCG will provide the Club with reasonable access to the park for the purpose of advising and volunteering on the design, layout, and construction of the Trails.
 - a. The Club may install a movable storage facility to hold tools and equipment with prior approval.
 - b. Any storage shed or container is to be maintained and meet the design standards of LFUCG including exterior treatments.
- 4. LFUCG reserves the right to develop any park within the Division's stewardship in the future in any manner it deems fit. The Club recognizes that LFUCG's future development of parks may require re-routing and/or closing the mountain biking trails or a specific part of the mountain biking trails. LFUCG recognizes the significant financial and physical investment that the Club has made into the mountain bike trails and agrees to provide the Club with notice of any proposed changes and a meaningful opportunity for the Club to provide comment and input before implementation.
 - a. Nothing in this MOU restricts LFUCG's right to convey or sell any right or interest it has in the parks.
- 5. The Club agrees to provide a point of contact for coordination and communication of volunteer construction and maintenance activities.
- 6. The Club shall take all actions necessary to ensure continuing compliance on its part with all laws, ordinances, orders, restrictive covenants, permits, licenses, consents, rules or requirements relating to this MOU and its administration and the conduct of the Club operations, including, without limitation, all environmental, health and safety laws and requirements.

- a. LFUCG will allow the public to use the Trails for recreational purposes free of charge in accordance with KRS 411.190. Anyone using the Trails will be deemed to be using the mountain biking trails for a “recreational purpose” as defined in KRS 411.190(1)(c).
 - b. For purposes of this MOU, the Park shall be deemed to be “Land” as defined in KRS 411.190(1)(a). For purposes of this MOU, LFUCG and the Club shall be considered an “Owner” as defined in KRS 411.190(1)(b).
 - c. LFUCG and the Club agree that the provisions of KRS 411.190 apply after the termination of this MOU.
7. The Club may request to hold events or sanctioned rides on mountain bike trails covered in this agreement. The Club agrees to provide minimum insurance coverage required by LFUCG and to follow any requirements requested in granting approval of the permit.
8. LFUCG Division of Parks and Recreation agrees unauthorized motor vehicles will not be permitted to use the mountain biking trails. The definition of “unauthorized motor vehicles” shall specifically exclude Class 1 E-bikes (also known as “pedal assist E-bikes).
9. The Club agrees to partner in the maintenance of the mountain biking trails under LFUCG Division of Parks and Recreation’s oversight unless this MOU is terminated by the Club or LFUCG with a minimum of a thirty (30) written notice. This MOU will be effective upon approval of each party and shall be in effect for one year. This MOU will automatically renew at the end of each year unless either party wishes to terminate the MOU with a minimum of a thirty (30) day notice.
10. Mountain bike Trails covered under this MOU include Veterans Park, Preston Springs, Cardinal Run North, and Deer Haven Parks. Additional sites may be added upon agreement of both parties.
11. The Club will indemnify and hold LFUCG harmless from claims, losses, damages, and liability of any kind related directly from the Club’s rights and privileges under the terms of this Agreement.

Nothing in this provision shall be construed as a waiver of LFUCG's right to raise the defense of sovereign immunity.

12. This Agreement contains the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be modified or altered except in writing and signed by both parties.
13. No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver thereof.
14. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of the Agreement shall remain in full force and such term or provision shall be deemed stricken.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky.

- 15.
16. NOTICE- Any written notice required by the Agreement shall be delivered by certified mail, to the following:

Kentucky Mountain Bike Association
Bluegrass Chapter
P.O. Box 8105
Lexington, KY 40533

With a copy to:

president@kymbabluegrass.org

Lexington-Fayette Urban County Government
Division of Parks & Recreation
469 Parkway Drive
Lexington, KY 40504

Mayor
Lexington-Fayette Urban
County Government

Date _____



President
Kentucky Mountain Bike Association,
Bluegrass Chapter

Date 6/25/25

TRAIL CONSTRUCTION/ALTERATION APPROVAL FORM:

Park Name:

Contact Name:

Contact Phone #:

Contact Email Address:

Trail Name:

Specific Location (if applicable)

Proposed Type of Work: ☐ Re-alignment/Re-route
 ☐ New Trail Construction
 ☐ Technical Trail Feature Construction
 ☐ New Structure Construction
 ☐ Other (Describe Below)

Description of Trail Construction or Alteration (include sketches, aerial photos or schematics if available):

Proposed use of Mechanized Equipment? ☐ yes ☐ no

If yes, please describe the equipment to be used, qualifications of the operator or contractor and a detailed description of the work to be completed.

Outline of Work Schedule:

Requires temporary closure of trail? ☐ yes ☐ no

Is the construction in compliance with the Standards approved by the KYMBA MOU?

☐ yes ☐ no

Submitted by the Bluegrass Chapter of the Kentucky Mountain Bike Association:

Officer: _____
Da

Trail Steward: _____

te: _____

Date: _____

Trail Construction/Amendment Application Received

Date : _____

By : _____

LFUCG Department of Parks to review the application within 10 business days of receipt and either approve, deny with written justification for denial or request additional information.

Date for Reply: _____

Approved: _____

Denied (see justification below): _____

Additional Information Requested: _____

Notes:



Feature	Description	Easiest	Beginner	Intermediate	Advanced
Tread Construction					
Surface	Trail Width	50"	36"	12"	6"
Gradient	Elevation change/distance	less 8%	up to 15% for max of 66'	up to 20% for max of 166'	up to 50% for max of 33'
Line of sight	Visual sight distance	min 100'	min 66'	min 25'	min 16'
Turns					
Climbing turns	Design should follow IMBA guidelines	min radius 13'	min radius 10'	min radius 8'	min radius 8'
Rolling crown switchbacks	Design should follow IMBA guidelines	min radius 13'	min radius 6.5'	min radius 6.5'	min radius 6.5'
Berms	Design should follow IMBA guidelines	none	min radius 10' / max slope 10% / max height 2'	min radius 10' / max slope 20% / max height 4'	min radius 5' / max slope 40% / max height 8'
Vertical change					
Obstacles	Unavoidable obstacles i.e. logs, roots, rocks	None	max 2"	max 6"	max 16"
Rollers	No sharp edges and riders can have both wheels on the ground at all times	none	max height to length ratio 1:8 / max height 16" / max 2 together / min length to spacing ratio 1:2 crown to crown	max height to length ratio 1:7 / max height 24" / max 3 together / min length to spacing ratio 1:1.5 crown to crown	max height to length ratio 1:5 / max height 32" / max 4 together / min length to spacing ratio 1:1 crown to crown
Table tops	Table tops in effect rollers with steeper approaches and transitions, can be jumped or rolled by riders A drop off is where the level of the trail changes abruptly with a vertical drop between two levels.	none	none	max height 60" / min length 66"	max height 66" / min length 66"
Drop off	A rollable step down is similar to a drop off, the trail changes level with less than vertical steep slope between the upper and lower levels. Rides must be able to roll the bike over the feature instead of dropping over the feature as required in drop-offs.	none	none	max height 20" not less than 13 1/2' apart	max height 39" not less than 13 1/2' apart
Rollable step downs		none	none	max height 39" not less than 16 1/2' apart	max height 59" not less than 13 1/2' apart
Log rides and ladders	Log rides are features of a log that forms the trail tread. The log must be set into the ground and the top should be shaped to form the running or tread surface. A ladder is a feature that is constructed with stringers and rungs	none	ratio 1:2 height to width / max height 4" / min width 8" / max gradient 0% / ramps can have max 10% gradient	ratio height to width 2:1 / max height 23" / min width 8" / max gradient 8% / max inslope & outslope 15% / ramps can have max gradient of 30%	ratio height to width 4:1 / max height 47" / min width 6" / max gradient 20% / ramps max gradient 50% upto 26' / max inslope & outslope 30%