



MEMORANDUM OF AGREEMENT and UNDERSTANDING FOR

THE APPROPRIATE MAINTENANCE, RULES, REGULATIONS, SIGNAGE AND USE AND ENJOYMENT OF TRAIL SYSTEMS AT FOREST HILL PARK

PARTIES:

This Memorandum of Agreement & Understanding (hereafter called the "Agreement") is between the Friends of Forest Hill Park, hereafter referred to "FoFHP"; the Richmond Area Mid-Atlantic Off Road Enthusiasts, hereafter referred to as "RA-MORE" and The City of Richmond, Department of and Parks, Recreation and Community Facilities hereinafter referred to as "the City".

DESCRIPTION:

At the City's request and for and on its behalf, the FoFHP and RA-MORE agreed to resolve their disputes and concerns at Forest Hill Park, a park located within the corporate boundary of the City of Richmond, in a manner consistent with the development and execution this Memorandum of Agreement and Understanding.

The following terms and conditions of this Agreement are mutually agreed upon by all parties to this agreement including the City.

1. MAINTENANCE AND REALIGNMENT OF APPROVED TRAIL WAYS: (EXHIBIT "A"):

A. By mutual agreement all trails within the park will be upgraded to IMBA standards, realigned as per the agreement and any abandoned trails restored to natural area within a timeline as outlined below:

1. Northeastern area – Fall/Winter 2006
2. Southeastern area - Early Spring 2007
3. Western area – Fall/Winter 2007
4. Other areas as necessary.

At no time will any other trail be realigned outside of this agreement without prior consent of all parties to this agreement.

B. Maintenance Standards:

All parties agree that maintenance standards as outline by this agreement must be adhered to at all times by all parties. The basis for this work will always be guided by the following:

- Protection of the park's environment
- Requires appropriate maintenance using the five elements of sustainable trails

1. The Half Rule – defined as:

A trail's grade should not exceed half the grade of the sideslope.

2. Ten Percent grade Rule – defined as:

A trail grade of 10 percent or less is the most sustainable and will be the standard.

3. Sustainable Grades Rule – defined as:

The maximum sustainable grade on a hillside will be half the grade of the sideslope based on soil type, annual average rainfall amount, grade reversals, and type of users.

4. Grade reversals Rule – defined as:

Climbing trails will level out and the change direction at the low point of the grade reversal. Frequent grade reversals are critical and will be followed as a basis for trail development. However, the frequency of reversals shall not exceed the carrying capacity of the park area and will be limited as necessary.

5. Outslope Rule – defined as:

Trail contours will tilt slightly down and away from any sideslope to encourage drainage.

- Minimizes conflict between users groups
- Allows for multiple users
- General vegetation maintenance of trails will follow this standard:

Side trimming – no more than two (2) feet off each side of trail.

Up trimming – no more than eight (8) feet above surface of trail.

2. LOCATION OF SIGNAGE AT ENTRY KIOSKS AND TRAILS:

By mutual agreement, all parties have agreed to the following locations for Kiosks for the park.

Southern entry to trail system adjacent Forest Hill Avenue
Western entry at the end of existing parking area (Shelter 2 area)
Northern boundary entry of park adjacent to Riverside Drive
Eastern entry area along 32nd Street.
Eastern entry area along 34th Street (cobblestone area)

Entry kiosks will focus on four (4) basic types of information.

1. Rules of the Trail (see exhibit "A" attached)
2. Park rules and general information
3. Some history interpretation of park.
4. Community Bulletin Board (non-commercial civic flyers/announcements)

Trail signage (some of which will be reflective):

A. At each Trail Head signage will be posted – three sub-types:

- "Share the Trail" – two sided.
- "Say No to Mud - Wait 24 hrs after each inch of rain before riding."
- "Trail Closed/Trail Open" flip sign.
- "Open one Ear" signs – two sided.

B. Trail Abandoned "Blockage" warning signs:

- At those areas where trails have been abandoned as part of this agreement, the following sign will be posted on a 4" x 4" pressure treated in alignment with two additional posts (2) that state: "Abandoned Trail – Habitat Restoration Area – No Bikes/Hikers/Walkers".

C. "Along the Trail" signs:

- "Caution – Blind Curve"
- "Share the Trail"

3. EASTERN ENTRY AREA LANDSCAPE PROJECT:

The FoFHP, RA-MORE and the City are supportive of the installation of a landscaped area on the eastern side of the park along 32nd Street that involves the placement of boulders that block illegal parking on park property and the installation of a natural landscape plan as per the attached exhibit "C". The expense of this installation will be borne by the City. The FoFHP, RA-MORE and the City will work cooperatively to accomplish this task.

The timeline for this work is Fall/Winter 2006.

4. BI-ANNUAL MEETING – COMMUNICATION:

As part of this agreement, all parties agree to meet on a bi-annual basis to communicate, discuss and plan work and to maintain a positive working relationship.

These meetings will occur on the following schedule.

3rd Wednesday of September annually at 7 PM prior to the Fall/Winter work project program.

1st Wednesday of April annually at 7 PM to discuss and review the Fall/Winter projects and prior to the annual Special Event for planning and coordination.

Other meetings may be called as necessary if the need should arise.

5. ANNUAL EVENT:

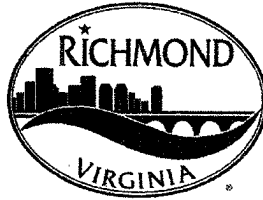
All parties agree to and will participate in an annual event that promotes and supports the Forest Hill Park. The date of this event shall be set by the FoFHP and the other parties to this agreement will work cooperatively to support the event by bringing their unique resources to it.

6. INCLUDED DOCUMENTS: This Agreement shall consist of the following documents:

- a. This signed Memorandum of Agreement and Understanding;
- b. Exhibit A – Signage text and Kiosk locations
- c. Exhibit B - Approved Trail ways.
- d. Exhibit C – Eastern Area Landscape Plan

7. **DURATION:** The Memorandum of Agreement and Understanding will remain in effect until terminated by the City and/or parties to the agreement upon not less than one hundred and twenty (120) days written notice to the other party. This Memorandum of Agreement and Understanding may be updated as necessary by the parties entered into it.

8. **INTENT:** It is the intent of this Agreement to establish a cooperative effort between the FoFHP, RA-MORE and the City.



Welcome to Forest Hill Park

Trail Hotline: 804-646-8912

Visit us on the Web: www.Richmondgov.com; www.ForestHillPark.org;
www.CyclingCentralVa.org or www.richmond-more.org

Welcome to Forest Hill Park, where you can enjoy the great outdoors right here in downtown Richmond!

The steep slopes, woodlands, and wetlands throughout this park offer special challenges and demand special care.

Please try to leave the Park as you found it, so others can enjoy it in the future:

Rules of the Trail

1- Share the Trail.

Walkers, runners, and mountain bikers must share this multiple-user trail. **Mountain Bikers yield to pedestrians!** Be prepared to stop, **let fellow trail users know you are coming, and pass with courtesy and care.**

2- Helmets are Required for All Trail Riding.

3- Ride on Open Trails Only.

Closed trails are **off limits**, both for rider safety and to protect the environment.

4- Say No to Mud!

Riding a muddy trail can cause unnecessary trail widening and erosion that can lead to long lasting damage. **Wait 24hrs after each inch of rain before riding! If the Trails Closed sign is up...never ride!**

5- Respect the Trail, Wildlife, and the Environment.

Be sensitive to the trail and its surroundings by controlling your speed, not skidding, and not cutting short the trail. **Don't litter** and **never** scare animals or people.

6- Don't Do Unauthorized Trail Work.

Unauthorized or illegal trail work can lead to environmental damage, injury, or even potential trail system closure.

EXHIBIT "A"

7- Know Your Limits:

Know your equipment, your ability, and the area in which you are riding. *Remember: It is your responsibility to know your limits. Whether running, biking or otherwise, it is your responsibility!!*

8- Headphones/Stereo

For those who wear headphones, please allow **one ear to be clear** so that you may hear others on the trail and be more alert to your surroundings.

9- Get Involved.

If you want to make a difference in your mountain biking, hiking, and running community, get involved with a local group by going to one of the websites listed above. Volunteers are always welcome!!

Thank You from:
**The City of Richmond Department of Parks, Recreation
and Community Facilities;**
The Friends of Forest Hill Park;
The RA MORE;
**And all others who work to make this park a great place
to Visit!!!**

EXHIBIT "A"

Kiosk locations:

Western entry next to shelter 2

Western entry adjacent to Forest Hill Avenue

Eastern entry next to Landscape Project area

Northern entry next to Riverside Drive entry

SIGNATURES: The parties hereto agree to abide by all the provisions of this Agreement.

IN WITNESS THEREOF, the parties sign and cause this Agreement to be executed on the 12 day of JULY, 2006.

| FRIENDS OF FOREST HILL PARK | THE RICHMOND AREA MID-ATLANTIC OFF ROAD ENTHUSIASTS | THE CITY OF RICHMOND DEPT. OF PARKS, RECREATION & COMMUNITY FACILITIES |
|--|---|--|
| BY: A. MICHAEL | BY: <i>[Signature]</i> | BY: <i>[Signature]</i> |
| TITLE: PRESIDENT FOFHP | TITLE: Trail Liaisons | TITLE: Director |
| DATE: 7-12-06 | DATE: 7-12-06 | DATE: 7/12/06 |
| SIGNATURE OF WITNESS: <i>[Signature]</i> | SIGNATURE OF WITNESS: <i>[Signature]</i> | SIGNATURE OF WITNESS: <i>[Signature]</i> |
| DATE: July 12, 2006 | DATE: 7/12/06 | DATE: 7/12/06 |

APPLICABILITY:

The provisions of this Memorandum of Agreement apply to all signature parties.

FoFHP, RA-MORE and the City will be governed by these instructions. No changes in these instructions will be made without the mutual agreement between the signature organizations and the City.

RESPONSIBILITIES:

Administrative Responsibility

Louanna F. Widler
My Commission Expires
6/07

The City of Richmond, Department of Parks, Recreation and Community Facilities is responsible for the administration of any improvement, installation and/or work project as part of this agreement.

Prior Approval and Acceptance of work

Any trail project work must be pre-approved by and be accepted at the completion of this work by the City of Richmond Departments of Parks, Recreation and Community Facilities' designated representative(s) in cooperation with the Friends of Forest Hill Park.

Supervision

The RA-MORE will provide the on-site supervision of any trail project work with prior permission and acceptance by the City and FoFHP.

There shall be close cooperation and communication between FoFHP, RA-MORE and the FoFHP and the City's Department of Public Works and Parks, Recreation and Community Facilities representatives.

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