

BY: Councilmember Olbur

RESOLUTION NO. 2022-31

A RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN A MEMORANDUM OF AGREEMENT WITH THE LICKING COUNTY PARK DISTRICT

WHEREAS, the Licking County Park District maintains bike trails within Licking County under an agreement with the Board of Licking County Commissioners and the T. J. Evans Foundation; and,

WHEREAS, the Village of Granville maintains bike trails within the Village limits under an agreement with the T. J. Evans Foundation; and,

WHEREAS, the Licking County Park District and the Village desire to establish maintenance and safety standards for the bike trails within their respective jurisdictions; and,

WHEREAS, the Licking County Park District and the Village of Granville also desire to establish a more consistent bike trail management strategy to be uniformly applied within their respective jurisdictions.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Granville, Ohio in consideration of the foregoing, and by the requirements of the Ohio Revised Code, the Village and the Licking County Park District do hereby agree that:

Section I. The Village Manager is hereby authorized to enter into a Memorandum of Understanding with the Licking County Park District relating to the maintenance, bike trail standards and signage of the bike trail within the Village limits of Granville. A copy of the Memorandum of Agreement is attached hereto and marked as Exhibit A.

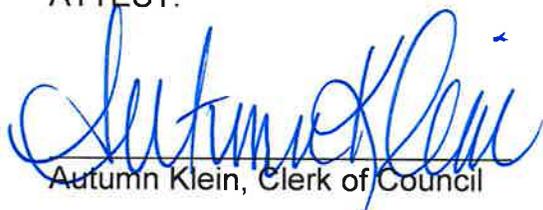
Section II. This resolution shall take effect immediately upon passage.

Passed this 17th day of August, 2022.



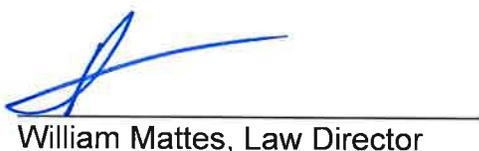
Mayor, Melissa Hartfield

ATTEST:



Autumn Klein, Clerk of Council

APPROVED AS TO FORM:



William Mattes, Law Director

Granville Bike Trail Agreement - Licking Park District

This Agreement is made by and between the Licking Park District Board of Park Commissioners (hereinafter the "Park District"), and the Village of Granville (hereinafter the "Village", on this 20th day of July 2022.

WHEREAS, the Park District maintains bike trails within Licking County under an agreement with the Board of Licking County Commissioners and, in turn, the T.J. Evans Foundation; and

WHEREAS, the Village maintains bike trails within the village/municipal limits of Granville under an agreement with the T.J. Evans Foundation; and

WHEREAS, the Park District and the Village desire to establish a more consistent bike trail management strategy to be uniformly applied within their respective jurisdictions.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. The Park District and the Village shall commit to a fifty/fifty funding split of any mutually planned and agreed upon paving and surface improvement projects on the bike trails within the Village. The fifty/fifty funding split shall be calculated after any and all grants, foundation, individual donations, or other funds outside of the normal operation and/or capital budgets of either Party have been applied toward any such project.
2. A map illustrating the bike trails subject to this Agreement is attached hereto and incorporated herein as Exhibit A. If any bike trails that would be subject to this Agreement are excluded therefrom, such trails shall be set forth in a separate document to be attached to this Agreement.
3. As a collaborative effort to maintain and improve the trail network, the Park District and the Village will be responsible for providing notification of issues or concerns that are observed by either Party that are impacting the bike trails, and the Park District and the Village will plan jointly to correct safety concerns or maintenance issues that arise from the observations within a reasonable period of time.
4. The Parties shall meet annually, and at additional times as needed, in order to plan projects and share information.
5. The Park District may assist the Village on other mutually agreed upon park-related projects, not identified in paragraph 1, above.

6. Each Party is responsible for payroll, benefits, workers' compensation and other employee-related expenses as to their employees, without the expectation of compensation from the other Party.
7. The Village shall continue to be responsible for the operational functions of the bike trail within the Village. Operational functions shall include, but are not limited to, mowing, trash removal, tree obstructions, etc.
8. Public announcements regarding this Agreement, and any future projects resulting therefrom, shall include both Parties and jointly prepared statement.
9. This Agreement may be terminated by either Party for any reason upon providing ninety (90) days written notice to the other Party.
10. Upon any breach of this Agreement, the non-breaching Party may terminate this Agreement upon ten (10) days written notice to the breaching Party. If the breaching Party provides a written response addressing the perceived breach, the non-breaching Party may elect to rescind its termination notice if satisfied with the written response.
11. This Agreement shall be effective as of the date listed above and shall remain in effect for a period of five (5) years. This Agreement shall automatically renew for a subsequent five (5) year period, unless terminated by either Party.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

[Signature Page to Follow]

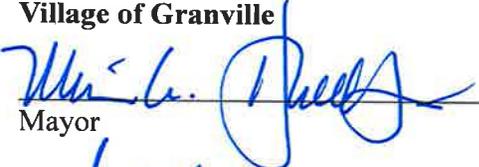
SIGNATURES:

Licking Park District Director:

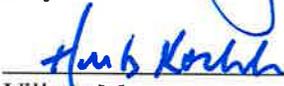

Richard Waugh

9-1-22
Date

Village of Granville


Mayor

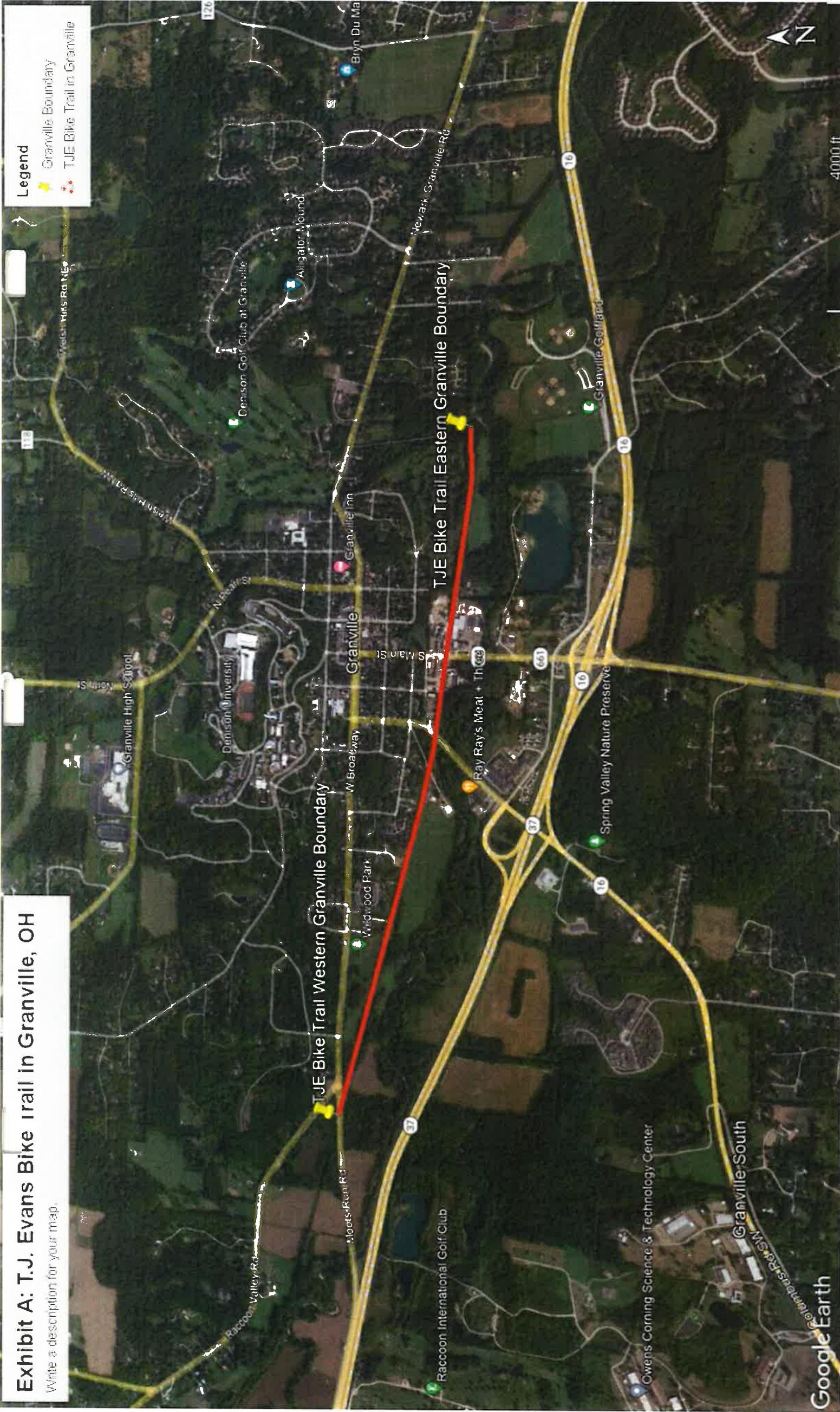
8/31/2022
Date


Village Manager

8.31.22
Date

Exhibit A: T.J. Evans Bike Trail in Granville, OH

Write a description for your map.



Legend

- Granville Boundary
- T.J.E Bike Trail in Granville