Village of Johnstown
Administrative Offices
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VILLAGE OF JOHNSTOWN, OHIO

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RESOLUTION 2016-26

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AGREEMENT WITH THE LICKING PARK DISTRICT FOR THE JOINT USE MAINTENANCE TO THE TJ EVANS BIKE PATH

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 limits of Johnstown under an agreement with the T. J. Evans Foundation, and;

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

WHEREAS, the Park District and the Village 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 Johnstown, Licking County, Ohio as follows:

Section 1. Village Council authorizes the Village Manager to enter into an agreement between the Board of Licking Park District Commissioners and the Village of Johnstown.

Section 2. It is found and determined that all formal actions of this Village Council concerning and relating to the recommendation of adoption of this Resolution were approved in an open meeting of this Village Council and that meetings of any of its committees that resulted in such formal action were meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code and the Charter for the VILLAGE OF JOHNSTOWN

Introduction/Public Hearing/Passage: August 16, 2016

By: Van Gundy

Mayor Sean Staneart

ATTEST TO:

APPROVED AS TO FORM:

Teresa Monroe, Clerk of Council

Jennifer Croghan, Law Director

Resolution 2016-26
AGREEMENT

This Agreement is made by and between the Board of Licking Park District Commissioners (hereinafter the "Park District"), and the Village of Johnstown (hereinafter the "Village") on this 21 day of September, 2016.

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 (a map illustrating the limits of Trail is attached hereto as Exhibit "A" and incorporated herein). 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 towards any such project.

2. The Park District and the Village shall establish bike trail standards that shall be adopted by the Park District and the Village and implemented within their respective jurisdictions.

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 Village will plan jointly to correct safety concerns or maintenance issues that arise from the observations within a reasonable timeframe.

4. The Park District shall place signs, at mutually agreed upon locations, stating that the Park District and the Village are partners in maintaining the bike trails (a map illustrating the agreed upon locations for the placement of signs is attached hereto as Exhibit "B" and incorporated herein).

5. The Parties shall meet quarterly in order to plan projects and share information.

6. The Park District and the Village shall jointly assist each other on bike trail projects of an emergency nature or otherwise on those projects that are not identified in Paragraph 1. 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, which shall include, but not be limited to, mowing and trash removal.

8. Public announcements regarding this Agreement, and any future projects resulting therefrom, are to include both Parties, and shall include a jointly prepared statement.

9. This Agreement may be terminated by either Party upon providing ninety (90) days' written notice to the other Party. 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.

10. This Agreement shall be effective as of the date listed above and shall remain in effect for a term of five (5) years. The Parties may renew this Agreement for an additional term of five (5) years upon the written execution of both Parties.

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[Signature Page to Follow]

The Board of Licking Park District Commissioners

Steve Holloway

James Kiracofe

Jim Bradley

Richard Moseley

Sheena Sjostrand-Post

Village of Johnstown

Sean Staneart, Mayor

Jim Lenner, Village Manager