

GEAUGA PARK DISTRICT
SPECIAL BOARD MEETING
JUNE 14, 2003

A special meeting of the Geauga Park District Board was held on June 14, 2003, at The West Woods Nature Center. The meeting was called to order at 8:08 a.m. President Robert McCullough was in the chair. Board members Betty Cope and Mark Rzeszotarski were present. Employee present was Sylvia Neptune. Guests present were Isabella Boland, Michael Colagiovanni, Jonathan Green, Jay Giles, Ray Haserodt, and Roy Podojil.

RESOLUTION NO. 22-03

AGREEMENT WITH VILLAGE OF MIDDLEFIELD

Dr. Rzeszotarski made a motion to adopt the following use agreement with the Village of Middlefield regarding the maintenance and installation of a covered bridge on the former B&O railroad right-of-way:

WHEREAS, Middlefield Village (“Middlefield”) is the owner of all, or a portion of, a former railroad right-of-way within the Village limits between Burton Station and Rt. 528 (see Exhibit “A”), which terminates at its northernmost point with the former railroad right-of-way now owned, or to be owned, by the Geauga Park District (“Park District”) and which will ultimately be opened to the public as a trailway by said Park District for bicycles, pedestrians, horseback riders, and other non-motorized transportation, and to be known as “The Maple Highlands Trail”; and

WHEREAS, Middlefield desires to utilize its right-of-way (the “Middlefield Right-of-Way”) as a roadway for horse-drawn buggies in order to increase the safety of the users of such buggies and to improve the accessibility of Middlefield’s facilities and merchants to such users; and

WHEREAS, Middlefield and the Park District mutually desire to also facilitate the use of the Middlefield Right-of-Way by the users of the Park District’s [The] Maple Highlands Trail and to share responsibility for the maintenance and patrol of said Middlefield Right-of-Way and to establish the parties’ respective obligations for the improvements to the Middlefield right-of-Way.

NOW, THEREFORE in consideration of the mutual covenants contained herein the parties agree as follows:

1. Middlefield shall grant the Park District a non-revocable license to utilize the Middlefield Right-of-way, described in Exhibit “A” attached hereto, in the manner and for the purposes set forth herein. A copy of said license is attached hereto as Exhibit “B”.
2. Middlefield shall, at its discretion as time, materials and equipment allow, improve drainage and install a base within said Middlefield Right-of-Way

sufficient for the purposes of horse-drawn transportation. The design shall permit the Park District, at its discretion, to also utilize the base of the Middlefield roadway for its [The] Maple Highlands Trail purposes. Nothing in this paragraph shall obligate Middlefield to complete installation of the base within any given time frame.

3. The Park District shall design and install a “covered bridge” (the “Bridge”) within said Middlefield Right-of-Way over the Tare Creek waterway, sufficient to safely and properly accommodate Middlefield’s roadway and its intended users as well as The Maple Highlands Trail and its intended users.
 - a. The Park District may, at its expense, install and maintain an alarm system for monitoring of excessive heat and/or detection of fire (the “Monitoring System”) on or near the covered bridge.
 - b. Middlefield, at its expense, shall monitor the Monitoring System along with the other alarm systems owned and operated by Middlefield for its own use.
 - c. To the extent reasonably possible, in order to best coordinate the installation and monitoring of the Monitoring System with Middlefield’s other existing alarm systems, the Park District agrees to utilize Middlefield’s alarm contractor, John Burger, dba Basic Security & Electronics, an Ohio sole proprietorship, or such other qualified contractor as Middlefield shall reasonably approve, to install the Monitoring System.
4. No motorized vehicles, other than safety patrols, maintenance, and emergency vehicles as hereinafter discussed, shall be permitted on Middlefield’s Right-of-Way.
5. Middlefield shall maintain sole ownership and control of said right-of-way except as may be expressly modified by this Agreement.
6. Each party’s safety forces shall promptly inform the other’s of any safety related incidents which occurred within the right-of-way. The parties shall otherwise cooperate and regularly communicate to best insure the security and safety of the right-of-way and its users.
7. The parties shall jointly maintain, repair, and replace the improvements installed within the Middlefield Right-of-Way pursuant to this Agreement. Other than emergency repairs necessary for safety and security (which may be immediately performed by either party), the parties, prior to undertaking any maintenance, repairs, or replacements to the improvements, shall jointly plan and coordinate such activities. Nothing in this paragraph shall obligate either party to perform any repair unless it voluntarily elects to do so.

8. The parties agree to prohibit signage, including all commercial advertising signage, within the Middlefield Right-of-Way. This prohibition shall not apply to directional signs, safety-related signs or identification signs for exhibits by the Park District or Middlefield or to signs identifying natural phenomena.
9. The parties agree to cooperate and undertake jointly, when necessary, reasonable efforts to obtain funding, such as grants, donations, and/or loans, from outside sources to further the purposes of the Middlefield Right-of-Way as set forth in this Agreement, including the design and the installation of the improvements, and the maintenance, repair and replacement of same, and to otherwise improve and enhance the Middlefield Right-of-Way.
10. In the event of any disagreement concerning the terms and conditions of this Agreement, the parties agree to submit to binding arbitration under a three person arbitration panel composed of one member selected by each party hereto and a third member selected jointly by the other two panel members. Notwithstanding this arbitration provision, neither party hereto may be compelled to expend monies or perform tasks otherwise prohibited by the Ohio Revised Code or other applicable law.
11. This Agreement may not be assigned by either party without the written consent of the other.
12. The Park District may terminate this Agreement at any time, in its sole discretion, upon 365 days written notice to Middlefield. In such event, the Park District shall have no further rights or obligations regarding the Middlefield Right-of-Way and all improvements installed therein pursuant to this Agreement shall become the sole property of Middlefield, free and clear of any claims of the Park District and the License set forth in paragraph 1 shall terminate, Middlefield may likewise terminate this Agreement at any time, in its sole discretion, upon 365 days written notice to the Park District. In such event, Middlefield shall reimburse the Park District its actual costs (i.e., excluding funds or grants received from third parties) in installing the improvements, including the bridge described in paragraph 3 above. Alternatively, Middlefield may transfer by quit-claim deed all its rights, title, and interests in said Right-of-Way to the Park District and the latter shall accept and assume full responsibility and ownership of same in fee.
13. This Agreement shall be governed under the laws of the State of Ohio.

Mr. McCullough seconded the motion and the roll being called upon its adoption, the vote resulted as follows:

Miss Cope	Yes
Mr. McCullough	Yes
Dr. Rzeszotarski	Yes

RESEARCH GRANTS FOR 2003

Mr. Curtin presented to the Board for their consideration and approval three research grants for the 2003 field research season:

Samuel J. Mazzer, *The Ferns, Horsetails, Club Mosses, and Spike Mosses of The West Woods*. \$3,584.50. The West Woods

Paul J. Pira, *A Comparative Study between Spring Brook and Affelder Creek Macroinvertebrate Fauna*. \$3,000.00. The West Woods and Spring Brook Sanctuary.

Jason Taylor, *GIS-Based Assessment of Primary Headwater Streams on Select Geauga County Parks within the Grand River Watershed*. \$3,000.00. Big Creek Park, Swine Creek Reservation, and Whitlam Woods.

Dr. Rzeszotarski moved to approve the three research grants for the 2003 field research season as stated above.

Mr. McCullough seconded the motion and the roll being called upon its adoption, the vote resulted as follows:

Miss Cope	Yes
Mr. McCullough	Yes
Dr. Rzeszotarski	Yes

GEAUGA PARK DISTRICT FOUNDATION

The Geauga Park District Board discussed our strategic plan for the Geauga Park District Foundation. This plan was shared with the Geauga Park District Foundation members present.

The meeting adjourned at Noon.

SUNSHINE LAW COMPLIANCE

The rules of the Park Board were complied with by sending notice pursuant to the rules adopted by the Board.

Respectfully submitted,

Thomas G. Curtin, Executive Director

Robert McCullough, President