

MEMORANDUM OF UNDERSTANDING
May 2, 2022 GREENWAY SYSTEM OPERATIONS
CITY OF COLUMBUS RECREATION AND PARKS DEPARTMENT ("CRPD") AND COLUMBUS AND
FRANKLIN COUNTY METROPOLITAN PARK DISTRICT ("METRO PARKS")

WHEREAS, through a successful partnership and the vision of CRPD and Metro Parks, a regional system of multipurpose trails is being developed in Central Ohio that will eventually encompass over 160 miles of regional trails connecting communities, neighborhoods, the Downtown, and other destination points; and

WHEREAS, much of this system will generally follow riparian corridors including the Olentangy and Scioto Rivers, Blacklick Creek, Alum Creeks, Big Darby Creek, Big Walnut Creek, Walnut Creek, Hellbranch Run, and Rocky Fork; and

WHEREAS, these trails are used to meet the fitness, recreational, and transportation needs and add to the quality of life of the residents and visitors to Columbus and Central Ohio; and

WHEREAS, CRPD and Metro Parks have entered into previous memorandums of understanding and a lease (most recently in 2010) addressing the Greenway System (herein referred to as the 'System') and the current memorandum of understanding needs to be updated; and

WHEREAS, should there be a conflict between previous memorandums of understanding and this document, this document shall take precedence;

NOW THEREFORE, CRPD and Metro Parks enter into this Memorandum of Understanding (MOU) establishing guidelines for the operation of the following trails that are a major part of the System. Ownership of land and facilities is not altered by this MOU and the MOU is applicable only to properties owned, have easement rights to, leased, or otherwise managed by CRPD and included in this MOU.

Section 1: Applicability, Planning, Design, and Construction

1) Applicability:

- a) This MOU applies to the following Trails (collectively referred to as "The System(s)") as well as certain trail connections between neighborhoods and specific greenway trails, otherwise listed below. Unless specified herein, the MOU only includes the trail proper and a reasonable zone of approximately 10 to 20+/-feet on either side of the trail surface, to allow for addressing maintenance, resource management, safety, and/or security concerns. If ownership or property rights by CRPD extend further than 20 feet, Metro and CRPD can discuss the best course of action to address any safety or security issues.
- b) This MOU applies to future trails that are developed as part of the System as agreed upon by both agencies. Both CRPD and Metro Parks anticipate that neighborhoods, developers, and others will be interested in connecting to the regional multipurpose trail system. Before approval is granted by either CRPD or Metro Parks a decision will be made on who will construct and maintain the proposed connector. Should neither Metro Parks nor CRPD agree to construct and maintain the trail, the connector shall only be constructed if done so at a third party's expense including an upfront fee of \$20 per linear footage to address maintenance needs and if Metro Parks and CRPD agree that said connection is advantageous to development of the Greenway System. Connectors constructed by third parties shall be constructed consistent with established standards in terms of width, depth of asphalt, etc. and the connectors shall be considered part of the Regional Greenway system and available to the general public.
- c) Maps of the System are attached as part of Exhibit A to this agreement and includes, but is not limited to:

- i) Blacklick Creek Greenway Trail
- ii) Big Walnut Creek Greenway Trail
- iii) Alum Creek Greenway Trail
- iv) Scioto River Greenway Trail
- v) Big Darby Creek Greenway Trail
- vi) Olentangy Greenway Trail
- vii) Camp Chase Greenway Trail
- viii) Downtown Connector Trail
- d) The MOU does not apply to:
 - i) private trails which connect private developments to the System,
 - ii) trails that are within either a CRPD park or Metro Park,
 - iii) On-street bike facilities, such as shared use lanes, bicycle boulevards, and bike lanes.
 - iv) Pervious, non-paved trails that connect to the system, with the exception of the non-paved sections of the Darby Creek Greenway.

2) Planning and Design:

- a) **Funding/Expansion of System:** CRPD and/or Metro Parks' capital improvement funds may be used for trail construction and major reconstruction/maintenance, dependent on resource availability and overall capital strategic planning priorities. Capital improvement funds are subject to approval by CRPD Commission, appropriation by either Columbus City Council or Metro Parks Board of Park Commissioners. Metro Parks shall also budget appropriate operating funds for personnel and operational needs to keep the trails well-maintained consistent with Metro Parks standards. CRPD and Metro Parks will assist each other in the pursuit of opportunities in alternative, outside, funding, sources. Annually, representatives from both CRPD and Metro Parks shall meet and cooperatively develop a strategic plan for expansion and major improvements for the System for the upcoming year and shall update a five-year plan looking at longer term Projects. See Exhibit B, for each respective calendar years' strategic plan. Items in the strategic plan will be, but not limited to, signage, capital, maintenance and future/horizon projects. The strategic planning meetings will occur mid-October of each calendar year. Future System projects shall be discussed to identify the planning and construction timelines and both Metro Parks and CRPD will review the planning, designing and projected construction of the new Systems and provide input on locations, design, and operational considerations.
- b) **Signage, Pavement Marking and Other Recognition of Partnership:** Trail signage will be displayed throughout the System to provide wayfinding, regulatory messages, and where appropriate, recognition of the partnership between CRPD and Metro Parks in the development and management of the System. Metro Parks and CRPD may install signage as necessary for user orientation and regulatory purposes with agreed upon locations and signage. Existing trail signage shall be replaced over time and, as resources allow, redesigned to recognize the partnership. The design of all greenway signage shall be coordinated between CRPD and Metro Parks. Both CRPD and Metro Parks will share in applicable design, fabrication and installation costs with signage design and standards completed by December 2022. Going forward, both agencies shall review the Signage plan each fiscal year for the purpose of maintaining the inventory, locations, and status of the system.

- 3) Construction, Building, and Other Permits:** For initial construction and major repairs or renovation projects undertaken on the System, Metro Parks shall obtain applicable permits from the City of Columbus for sections of the trails within City limits or on sections of the System owned by CRPD. Permits shall not be unduly delayed nor shall unnecessary burdens be placed on Metro Parks by the City of Columbus. On sections of the trails not owned by the City nor within City limits, Metro Parks shall obtain applicable permits from an appropriate regulatory authority, if needed.

Section 2: Maintenance, Administration, Operations, and Other Items

- 1) **Maintenance:** Metro Parks has taken on the responsibility to manage and maintain the System through the 2010 MOU. This document serves as an update. As such, Metro Parks shall be primarily responsible for day-to-day operations and maintenance including minor hard surface repairs, minor drainage issues associated with hard surfaces, mowing, pruning, tree obstruction removal, snow removal (plowing will be completed within 12 hours after a snow event in accordance with overall Metro Parks resources), litter removal, signage improvements consistent with established signage specifications, procurement and installation, removing graffiti and similar types of vandalism, and other routine maintenance items. The level of maintenance shall be consistent with Metro Parks Maintenance Standards Manual, found within Exhibit C. The delineation of common maintenance responsibilities between CRPD and Metro Parks is found within Exhibit D.
- 2) **Maintenance Funding:** To assist with maintenance responsibilities that exceed in-house resource capabilities, each agency agrees to set annually set aside \$100,000 each year towards repairs or maintenance that may need to be publicly bid or solicited. Use of the funds can be emergency repairs, larger projects, specialized equipment or rentals as needed. Both agencies agree to review and designate the projects requiring use of these funds, and will determine the most cost-effective means of completing them.
- 3) **Administration:** Administration includes patrolling the System with ranger staff, development of a volunteer program to help with visitor usage and maintenance, administering certain special event permits as outlined in Section 6, addressing visitor complaints and concerns, and other related items. The trail volunteer program may assist in patrolling, maintaining, and providing information and other services to the trail users and shall be coordinated with CRPD.
- 4) **Special Events:** As Greenway Trails have proven to be very popular venues for special events, special event permits may be issued for proposed activities that interfere with either normal usage of the greenway or City parks or Metro Parks through which the trails pass. In the event a request is made for a special event permit to either the City or Metro Parks that involve a System, City Parks and Metro Parks will consult and determine which agency will be impacted most significantly by the event. Once that determination is made, special event permits shall be issued or denied in accordance with the most impacted agency's policies, procedures and practices, including any applicable fees. Input shall be received and considered from the other agency and other affected agencies. If both CRPD and Metro Parks are significantly impacted, a permit shall need to be obtained from both the City and Metro Parks.
- 5) **Operations:**
 - a) **Trail Operations:** Systems shall be open 365 days a year. Those Systems that pass through either a Metro Park or a CRPD park will adopt the hours of operation for that specific park. The only exceptions are "commuters", passing through said System.
 - b) **Law Enforcement:** In accordance with ORC 1545.131 and ORC 2744, Metro Parks' law enforcement officers appointed under ORC 1545.13 and other Metro Park rangers shall have jurisdiction on all portions of the System subject to this agreement including portions of the trail that are owned or leased by Metro Parks and those portions of the trail managed by Metro Parks consistent with this MOU. Metro Parks' commissioned officers and rangers may enforce Metro Parks rules and regulations which shall be in effect for all sections of the System covered by this MOU, applicable sections of the Ohio Revised Code, Wildlife Orders, and Watercraft Laws and other sections of the law that fall within their statutory authority. Metro Parks' officers and rangers may also enforce Ohio Revised Code criminal statutes on areas of CRPD parks that are immediately adjacent to the trails consistent with ORC 1545(B). Similarly, Columbus Division of

Police Officers shall have jurisdiction on all portions of the Greenway System identified in Section 1 of this MOU including those portions of the System outside of Columbus City limits. Within the System, Columbus Police Officers may enforce Columbus City ordinances and the Ohio Revised Code. Columbus Police shall continue to regularly patrol the System along with other priorities. Metro Parks may contract with City Police Officers for special duty dedicated to patrolling the trails if needed and may also contract with groups such as the Community Crime Patrol to enhance safety and security. Metro Parks and Columbus Division of Police shall maintain a cooperative approach to safety and security on the Greenway System.

- c) **Non-Park Use Program or City of Columbus Right of Way Permits:** The Non-Park Use program (NPUP), established by Policy, application and standard operating procedures, is a guiding program that CRPD manages. As such, given trail impacts, by non-park uses (utility impacts, development etc.), the NPUP will be upheld throughout the System and Metro Parks will adopt said NPUP on the trails and enforce the NPUP. See Exhibit E. Similarly, as some City Right of Way crosses or is adjacent to the System, Metro and CRPD will coordinate with the Department of Public Service, on the issuance of Right of Way permits, when said contract work impacts the System.
- c) **Cooperation:** In addition to the specific sections of this agreement, both CRPD and Metro Parks agree to cooperate on all other matters related to the System, including obtaining alternative funding sources such as grants, for expansion and maintenance, legal matters, and public input.
- d) **MOU Revisions:** CRPD and Metro Parks shall revisit the MOU every 3 years to revise the MOU as necessary.
- e) **Termination:** This MOU may be terminated by either party with 120 days written notice by other party. If termination occurs, management responsibility for sections of the trail shall revert to the agency that constructed that section of trail if not located inside a park managed by either party in which case management would be the responsibility of the agency managing said park.

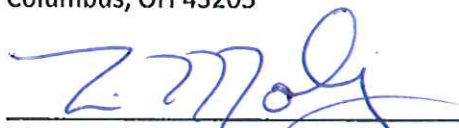
- EXHIBIT A – Map of Trails Covered by this MOU
- EXHIBIT B – Annual Strategic Plan
- EXHIBIT C – Metro Parks Maintenance Standards Manual
- EXHIBIT D – Table of Maintenance Responsibilities
- EXHIBIT E – NPUP

Approved



5/17/2022

Director, Columbus Recreation and Parks Department
Jerry Hammond Center
111 E. Broad Street
Columbus, OH 43205



5/19/2022

Director, Columbus and Franklin County Metropolitan Park District
1069 West Main Street
Westerville, OH 43081

EXHIBIT A – Maps of Trails Covered by this MOU

EXHIBIT B – Annual Strategic Plan

EXHIBIT C – Metro Parks Maintenance Standards Manual

EXHIBIT D – Table of Maintenance Responsibilities

Greenway System Maintenance Activities		Responsible Party		
		CRPD	Metro Parks	Shall be determined by both agencies
Hard Surface	Seal pavement cracks, fill pot holes, mill and resurface isolated sections of trail with tree root damage, rutting, and surface disintegration		X	
	Mill and resurface and/or overlay extended sections of trail with poor pavement condition			X
	Restore centerline or warning/directional paint markings			X
Signage	Remove graffiti		X	
	Replace existing signs with new sign panels. Must confirm design with CRPD to ensure conformance with jointly established signage specifications and standards.			X
Erosion/Drainage	Install drainage culvert, clean storm sewers, and remove debris resulting in poor drainage on System trails			X
	Sweep trails with high sediment loads due to overland flooding		X	
	Design and construct trail stabilization repairs as needed.			X
Bridges	Bi-annual inspections – as per each agency	X	X	
	Minor repairs-cold patch abutments /deck joints		X	
Snow Removal	Plowing will be completed within 12 hours after a snow event in accordance with overall Metro Parks resources		X	
Vegetation/Litter	Litter removal		X	
	Mowing, pruning, tree obstruction removal (CRPD Forestry staff available for complex tree removal)		X	

NOTE: In the event a \$50,000+ maintenance issue occurs that is not covered within maintenance table above, both agencies shall convene to discuss action items for remediation.

Exhibit E: NPUP Program Information