



## **Work Session**

**Monday, March 14, 2016**

*(Meeting Held at the Village of Richfield Town  
Hall, Council Chambers)*

### **WORK SESSION MEETING**

#### **Call to Order:**

The Work Session of the RJRD Board of Trustees was "Called to Order" at 6:30 p.m. by Chairperson Mr. Cugini. All in attendance were reminded that the Board will be in work session and unless listed on the agenda, there would be no additional comments; just a listening session.

Roll Call was taken by the RJRD Board Secretary, Mr. Taylor.

#### **In Attendance:**

Mr. Bob Becker  
Ms. Kelly Clark  
Mr. Dominic Cugini  
Mr. Rich Fleming  
Mr. Ralph McNERNEY  
Mr. Pat Norris  
Mr. Bill Taylor

Mr. Bill Hanna, Legal Counsel  
Mr. Keith Shy, Capital/Public Improvements Consultant/Manager

Chairperson Cugini stated that there were a number of items on the agenda and time was allocated for each. Some of the discussion topics may not have sufficient time to be thoroughly discussed and Cugini requested input from the Board regarding availability to meet for an additional work session on Monday, March 22, 2016 at 6:30 p.m. so the Board could participate in enough discussion to ensure appropriate input to take formal action on the matters.

Cugini stated that a thirty-four page document was distributed to the Board for their preparation for the work session and copying of all the material is limited due to the absence of the Administrator. Board members had the choice of reading online or printing personal copies if necessary. Cugini requested input from the Board regarding the receipt of one (1) long package in the order of discussion or ten (10) small individual pieces. It was the consensus of the board that the one distribution package was communicated effectively. McNerney stated his anticipation of a hard copy and did not read the documents in advance.

Briefing memos and attachments were not read into the record in their entirety since the Board received in advance of the work session. Cugini began with the first item on the agenda and opened up the discussion with the Board.

### **Discussion Topics:**

#### **Standing Committees**

#### **Dominic Cugini**

Cugini provided an overview for the revision to the standing committees. In general, the draft revision was to allow the Board to achieve goals and increase communication. Trustees Clark, Taylor, Norris and Mr. Shy provided input to the modification. The high level tenets [committee definition, committee members, choosing a committee chair, non-board committee members] were discussed.

Mr. Becker requested the addition of a “park relations or ambassador” for the property to promote use of the property.

Mr. Fleming requested a limit on the number of members on a committee so as not to slow down progress. Fleming suggested two (2) non-board members on a committee to assist the three (3) Trustees and at least one of the non-board members should be a Township or Village resident.

Mr. Becker stated that his committee, Buildings & Grounds, could only be effective with many outside members; e.g. WWTP, plant life, forestry, Ohio EPA, buildings. Mr. Becker stated that he has at least twenty-three members on his committee.

Ms. Clark stated that limiting the number of people would be detrimental and stated that the three trustees on the committee govern the committee and would not be limited to seeking outside expert opinions or assistance and would bring that back to the committee. Cugini added that the purpose of the board is to seek information and bring it back to the full board for formal action. The committee is not a decision making entity.

Mr. Hanna recommended that the committee be comprise of three board members that could use advisory members. The three board members of the committee would vote on the recommendation from the advisors to bring the item to the full board. Mr. Hanna stated that the composition of three board members ensures the compliance to the OMA [Open Meetings Act] and the Sunshine Laws.

Cugini stated that the model has flexibility to add sub-committees and discontinue the sub-committees once the work has been completed.

To bring this item to resolution at the regular business meeting, March 28, 2016, Mr. Cugini and Ms. Clark will make minor revisions as addressed and it will be discussed briefly at the Work Session, Monday, March 21, 2016.

**Rules & Regulations, General Use  
Agreement/Application & Fee Schedule**

**Dominic Cugini**

Mr. Cugini explained that the document was in draft form as he stated page numbers for the rules and regulations, use agreement/application, ORC and fee schedule. The draft was developed by sourcing many other parks and local governments. Once approved the information would be available on the website and in the park.

Rules & Regulations:

Mr. Becker stated that 2.5 Rock Climbing should be permitted. Mr. Shy suggested that the Board consider this thoughtfully due to danger of destroying natural resources and activities not permitted in the Clean Ohio area. Mr. Fleming and Mr. Norris were in agreement with Mr. Shy. Mr. Becker and Mr. Norris opined that the rules were "*so harsh with too many no's.*" Mr. Norris and Mr. Becker requested that the language should be more positive and nice.

Mr. Becker stated that 4.3, Fishing, should be permitted by spring and wanted the use of traps by the government entity allowed and that the rules and language should be consistent throughout.

Mr. Becker stated that 7.1, Temporary lodging and camping, needs to be corrected to allow people on the Buckeye Trail to camp out. Mr. Becker stated that a form could be available for people to complete with their money and drop in a receptacle on the property since the office and the park could be closed when the hikers come through.

Mr. Becker stated that gambling should be permitted. Ms. Clark stated that permits from the state are required for that activity.

Mr. Becker stated that 10.5, Drones, was too elaborate and it should be simplified.

Mr. Becker stated that 14.3, Grazing, should be permitted for horses that will be using the property.

General use Agreement/Application:

Mr. Becker and Norris stated people using the park would be "first come" unless it was reserved.

Mr. Becker requested that people should be able to request to use the property two (2) years in advance; especially for weddings as concurred by Mr. McNerney and Becker. Ms. Clark stated that residents should be considered first and Mr. Taylor stated that creating a larger reservation window would block others unfairly.

Cugini clarified terms [profit, non-profit and commercial use] stating that they are being used interchangeably and incorrectly; specifically commercial use can apply to both profit and non-profit entities. It is something that the Board will need to discuss further and in-depth. The Board will need to determine the allowance of commercial use and apply that to the general use agreement/application. Mr. Becker stated that he was in favor of commercial use and that the Board already approved commercial use with the Timbernook agreement. Ms. Clark stated that Timbernook is required to pay \$35 per day for the reservation and use of the pavilion. This was stated to clear up misunderstanding by some of the Board members.

Mr. Taylor requested a change to include that the applicant has proof of permits.

Mr. Hanna stated that there is a distinction about the park engaging in commercial use versus another entity; e.g. using the park for passive activities, aerobics class, and charging fees for profit. Mr. Hanna provided links about this subject and would be distributed to the Board for their further preparation on this matter.

#### Fee Schedule:

A table comparing all fees from the Township, Village and Bath was included in the draft. Mr. McNerney stated that if a non-profit was charging a fee they should be required to compensate RJRD. Mr. Becker and Norris stated that the operating budget is low so any available revenue is helpful. Mr. Becker stated that any other governmental entity should be excluded; e.g. Fire Department.

Mr. Shy stated that fees were not required to make money but reservations were taken to resolve potential conflicts between people using the park.

In closing for Rules & Regulations, Mr. Hanna would continue with the legal review and changes discussed would be reviewed and incorporated into the draft. The discussion would continue to the work session on Monday, March 21, 2016.

Fee Schedule and General Use Agreement/Application and policy would continue to the Work Session on Monday, 21, 2016.

#### **Amendment to the EDG Master Planning Contract**

**Dominic Cugini**

At the February 13, 2016 Work Session, it was determined that alternative solutions were required in the Master Plan. This briefing memo addresses the addition of this work by EDG. Since the additional work would increase the master plan contract over the \$50K threshold, the Board requested legal opinion. Mr. Hanna stated that this is a related but separate issue and it could be under a separate contract but planning is not an architectural or engineering service so it was also appropriate to be included in the planning contract. Mr. Becker asked if it should be a separate contract and Mr. Hanna stated that it was the "board's pleasure" on the matter.

It was the consensus of the Board to separate the WWTP additional work under a separate contract. The resolution for this change would be prepared for the regular business meeting on March 28, 2016.

#### **Code Assessment Update**

**Keith Shy**

Mr. Shy stated that he was in receipt of a proposal late this afternoon but there were too many outstanding questions and it would be non-productive to speak in any specificity. The discussion would be continued to the work session on March 21, 2016.

It was clarified that the following buildings would be included in the assessment: Maintenance Garage, Kirby Mill, Kirby House, Gund Hall, Chagrin, Gemini, Caretaker House, Garfield, North, Coach and Amity.

It was explained that the cost that will be discussed with anticipate formal action was to (1) hire this firm for the code assessment of the eleven (11) buildings. The deliverable from this firm will include the cost level to bring the buildings up to commercial code and a recommendation comparing cost and value. The Board is anticipated to take action on hiring a code assessment architect at the regular business meeting, March 28, 2016.

#### **Dams & Lakes Surveys Update**

**Keith Shy**

Mr. Shy stated that late this afternoon, cost proposals were received by the committee from GPD. None of the committee members has had enough time to review the proposal. The committee will meet to review all of the information before presenting it to the full board. Cugini stated that Trustees Becker and McNerney had the information in their electronic mail.

#### **Buckeye Trail MOU**

**Dominic Cugini &  
Bob Becker**

Mr. Becker stated that the bottom line is that BTA will be contributing \$23K for a connecting trail. GPS data has been completed and forwarded GPD and the BTA wants camping. Becker was in favor of camping and the retainage of the Adirondacks. The trailway was shown to the board and there was a concern about the impact on the master plan. It was explained that the trails are only 18-inches wide and it is very non-invasive. Any interference to the Master Plan, BTA would modify their trail route. Becker stated that he wanted his trail experts to review the trail system to preserve the ecosystem.

Fleming asked for assurance that park security would not be undermined due to the BTA trail since the trail would be used day and night. Becker stated that the purpose for the fence was to keep the deer out and then went on to explain the various types of gates applicable for hikers but deer resistant. Fleming responded by stating that the park would be virtually open 24/7. Mr. Cugini requested input from RJRD Consultant Mr. Shy. Mr. Shy stated that the Board was required to make a determination about the property; i.e. open to the public [24/7] versus controlled public access.



Fleming opined that approximately \$50K was spent on repairing a fence for controlling public access and entering into an agreement with BTA will change the intent of the Board. Fleming stated the RJRD property is unique when compared to other parks in that there are a number of buildings and they are at risk to vandalism. Becker opined that the number of vandalism incidents declined since the property has been open seven days a week in comparison to initially with only two days. Fleming stated to the contrary and there were a number of Trustees in agreement with Fleming. Mr. Shy stated that there is no way to absolutely secure the property.

Mr. Hanna commented that the Chief of Police provided testimony at the RTWP BZA hearing stating that more people on the property was a deterrent. Mr. Cugini noted for the records that security was an issue to the BTA agreement.

BTA requires a gate and BTA will pay for the gate. The Trustees engaged in a discussion relating to the actual location of the gate and purposes for the suggested locations by BTA. Becker defended the BTA recommended locations since he has met with BTA on numerous occasions and walked the property with them. Becker stated that the gate locations and trail was the best for BTA.

Cugini stated that the expense of the fence gates and the trails will be the responsibility of BTA and BTA will donate \$23K to RJRD to use at their discretion. There will be a contract distributed prior to the regular business meeting so the Board can be prepared to take formal action through formal resolution. Mr. Hanna stated that the donation will not be part of the formal agreement since it is not a contractual part of the agreement. Becker added that BTA will do perpetual maintenance on the trail and the trails will be marked by painting of the trees. Mr. Shy strongly recommended that the Board not permit marking trees. The Board was in consensus that the agreement state that the trail markings be carsonite (sp?) posts.

To questions regarding the WRLC, Mr. Hanna stated that there were no conservation issues and that WRLC encouraged the trail connectivity. Cugini explained that the BTA trail was different from the Interfaith trail in that the Interfaith trail included interactive stations that encompassed a one to two mile trail and was more invasive when compared to the BTA trail. The Interfaith Counsel trail will be included for an upcoming work session so the Board's commitment to their request is accurately represented to the group.

## **Ohio Farm Bureau**

## **Rich Fleming**

Trustee Mr. Fleming apologized to the Board for "overstepping" his boundaries as he stated that he purchased a 2016 membership to the Ohio Farm Bureau to obtain certain benefits that would assist the Board of Trustees in combating the vandalism on the property. The Ohio Farm Bureau will pay a \$2500 reward for the arrest and conviction of any individuals committing vandalism. The membership is in the name of RJRD and the paperwork will be sent to the Administration Office. RTWP Trustee Luther championed this membership for the TWP for their park. Signs are provided by the Farm Bureau and are required to be posted. The Board will take formal action at the next regular business meeting to accept the donation.

## FOCH Agreement

Corey Ringle

Ms. Lynn Richardson opened the discussion by stating that FOCH was prepared to sign the MOU between RJRD and FOCH as it stands. This agreement has been in development since April, 2015 and the Annual Work Plan since November, 2014. It was noted for the record that FOCH is the only non-profit solely committed to working with RJRD in the most effective way.

FOCH wanted to address some concerns regarding the basic relationship “face-to-face” with the Board of Trustees. Richardson provided four areas:

1. FOCH sued the GSNEO and will sue RJRD.
2. FOCH wants to turn the property into a GSNEO camp.
3. FOCH believes they own the property.
4. FOCH is being tolerated for the time being.

Addressing these areas, Richardson stated that the past history may give this perception but due the pending signature of this agreement provided the impetus for FOCH to provide “*full disclosure.*”

### Issue 1:

June, 2009	GSNEO announced that the camp was closing.
July, 2009	FOCH was formed to protest the closing and promote the property.
August, 2009	FOCH’s first initiative was launched and was successful.
September, 2009	GSNE temporarily permitted the northern half of the property to remain open for camping. FOCH used this as a “window of opportunity” to promote the property. FOCH engaged in major fund raisers to make necessary repairs on the property; including the fence. FOCH did not have tax exempt status and RHS adopted them. FOCH offered GSNEO funds for the repairs and GSNEO declined offer and went forward to permanently close the camp. This was met with huge outcry from membership and the effect on GS programs.
March, 2010	Membership pursued a resolution. The Board and Administration declared the resolution non-binding. Legal action was taken against the GSNEO. Plaintiffs were comprised of many volunteer members from four regions stating their right per the GS Bylaws was not considered. Six members of this large plaintiff group agreed to be named and RJRD knows three of them; Corey Ringle, Lynn Richardson and Lucia Hanigosky. FOCH was only one of the groups who raised money for the legal action. It became apparent that even if the lawsuit was judged in FOCH’s favor, GSNEO would not maintain and care for the property. A partial judgement was received by the plaintiffs but it was too little too late to make any difference.

Richardson wanted the Trustees to understand that there was never a lawsuit against the GSNEO but they [FOCH] supported the action. It was an experience that FOCH does not want to repeat.

Issue 2:

NO. FOCH believes in outdoor education and enjoys seeing the property used and enjoyed.

Issue 3:

NO. FOCH is very aware that Richfield owns the property and is very grateful for that. FOCH will do whatever it takes to make it thrive. FOCH believes that this perception is due to their name. RJRD may purchase other properties but FOCH will only support Crowell-Hilaka through their activities. After the November election FOCH applied for 501c status and for the time being their name will remain the same. If RJRD changes the name of the property, FOCH will most likely change their name as long as it is not in the middle of an active fund raising campaign such as the "memories campaign" where FOCH is trying to leverage financial support from Girl Scouts across the country to help FOCH restore the historic buildings.

Issue 4:

FOCH believes that the MOU helps demonstrate that there is a strong partnership demonstrates a long term relationship which adds to the success of FICH.

Regarding the MOU:

*Who gets the FOCH assets if FOCH disbands?* Assets designated for a specific RJRD project, such the Mill, will be given to RJRD. General operating assets will go to a third party and the Richfield Historical Society is FOCH's heir.

*Why does FOCH want things in writing?* FOCH experienced miscommunications during the campaign and to avoid confusion FOCH stresses that decisions and official direction from the Board are in writing.

*Intellectual property?* FOCH's website and content is copyrighted. Anyone that wants to use anything FOCH has produced must ask permission and FOCH has asserted this right with people; except with RJRD. If RJRD uses FOCH material, FOCH requests that the source is cited. This gives the public perception that there is a partnership and working together.

*Use of space on the property for monthly FOCH meetings?* For mobility reason, FOCH is requesting space at the end of the driveway. Trustee and Chair Cugini stated that this is dependent upon the code assessment and RJRD's balancing building use from residents. also the use application/agreements with others. Richardson referred to the MOU where it states that there could be a long term lease. FOCH would work with RJRD on this matter but for the board's information, FOCH specifically requested Chagrin Valley Cabin because it is in the Clean Ohio area and cannot be rented out. But FOCH was very amenable to anything the RJRD will decide.



*Public information review:* FOCH provides public communication to RJRD for review and approval. FOCH suggests a reciprocal arrangement with RJRD and stated that the reciprocal statement was removed from the MOU. Richardson stated that the agreement would still be signed but urged the Board to include this language.

*Financial review:* FOCH asked if RJRD is requiring more financial disclosure than the normal requirements by the Federal, State and Local requirements. Mr. Cugini stated that this was a standard legal clause that covers any future law change so the MOU does not have to be reviewed and re-written. Mr. Hanna added that this was to permit the RJRD Fiscal Agent, who is also the Finance Director for the Village of Richfield, the ability to request information for clarification.

*Work Plan:* Mr. Hanna state that RJRD legislation [resolution] is being prepared for the MOU and a separate resolution will be prepared for the annual work plan. The annual work plan will be developed through working with FOCH. Ringle and Richardson expressed their anxiousness to begin working the Kirby Mill restoration.

In response to Mr. Becker's question about reciprocity, Mr. Hanna stated that his obligation to RJRD is to provide flexibility to the Board to run the park and not obligate RJRD to a situation that could be a breach in a contract. As a courtesy, RJRD can certainly ask FOCH for their input and feedback. Mr. Becker state that from his personal experience in business, this was "*odd way to act with partners*" and suggested that this be discussed further at another work session. Mr. Hanna stated that it was the Board's decision at this point to address this point, or others in the MOU. Mr. Norris stated that he agreed with Mr. Becker and it was "not at all reciprocal when working with a partner." Cugini stated that it was experience that it was standard language but it could be continued at the next work session.

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In Closing,

### **Pending Use Applications**

Mr. Cugini stated that there were a number of pending requests for use of the property and one being the RFD [Richfield Fire Department] 5K Run and Pancake Breakfast on April 30, 2016. There are also a number of camping requests. Cugini stated and urged the Board to be prepared to discuss more particulars at the next work session and to ultimately take formal action on the use application/agreement at next regular meeting. If not, "one off" agreements would need to be in place.

### **LL Bean Agreement**

Mr. Norris is championing the LL Bean Agreement and stated that a briefing memo will be prepared and distributed to the board for discussion on the matter at the next staff meeting. Briefly, Norris stated that LL Bean opened a new store and knows the park.

LL Bean wants to run some small classes at the upper lake: fishing, kayaking, paddle boarding this summer. A use fee from LL Bean for \$1500.00 was discussed as well as a LL Bean donation to FOCH in the amount of \$1500.00.

Continued Work Session Discussion Items:

- LL Bean Briefing Memo
- Modifications to Standing Committees
- Camping and pending use applications
- Update to Code Assessments
- Interfaith Council Trail
- BTA Security
- FOCH Reciprocity

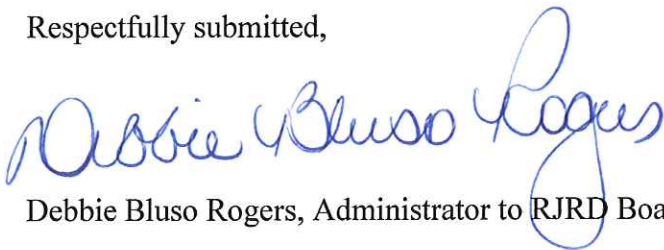
**Adjournment:**

**MOTION** made by Mr. Becker seconded by Ms. Clark to adjourn at 8:25 p.m.

**DISCUSSION: NONE**

**MOTION PASSED: Mr. Becker (Yea) Ms. Clark (Yea), Mr. Cugini (Yea), Mr. Fleming (Yea), Mr. McNerney (Yea), Mr. Norris (Yea), and Mr. Taylor (Not Present)**

Respectfully submitted,



Debbie Bluso Rogers, Administrator to RJRD Board

  
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Richfield Joint Recreation District,  
Chairperson  
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Richfield Joint Recreation District,  
Secretary