RESOLUTION NO. 8-2016

A RESOLUTION AUTHORIZING AND DIRECTING THE CHAIRPERSON AND THE TREASURER OF THE BOARD OF TRUSTEES TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BUCKEYE TRAIL ASSOCIATION, INC.

WHEREAS, the Buckeye Trail Association, Inc. ("BTA"), is a 501(c)(3) non-profit organization committed to creating hiking trails around the state of Ohio; and

WHEREAS, the Buckeye Trail ("BT") is over 1,400 miles long and has been recognized by the state legislature as the official Ohio state trail; and

WHEREAS, the BTA in coordination with other trail organizations has cooperated to have other national trails routed on portions of the BT with the BTA overseeing the maintenance of the co-located trails; and

WHEREAS, the RJRD property formerly known as Camp Crowell/Hilaka (the "Property"), is being operated for public recreational purposes including, but not limited to hiking, biking, camping, swimming and fishing; and

WHEREAS, the BTA has expressed an interest in the rerouting of its trail onto the Property which will assist the BTA in meeting its goal of relocating portions of the BT from public roads to nearby land to provide a more enjoyable and safer hiking experience and will also assist the RJRD in developing new trails and improving existing trails on the Property; and

WHEREAS, the Board of Trustees feels that entering into a Memorandum of Understanding with the BTA would be appropriate and consistent with the RJRD's mission; and

WHEREAS, the RJRD and the BTA have discussed the terms and provisions of a Memorandum of Understanding to govern the BTA's role in rerouting the BT onto the Property.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Richfield Joint Recreation District, County of Summit, State of Ohio:

SECTION 1. That the Chairperson and Treasurer be, and they hereby are, authorized and directed to enter into a Memorandum of Understanding with the Buckeye Trail Association, Inc. substantially in accordance with the memorandum attached hereto as Exhibit A.

SECTION 2. That this Board finds and determines that all formal actions of this Board concerning and relating to this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution shall be in full force and effect from and immediately upon its adoption.

3-25-16
Date Passed

Chairperson, Richfield Joint Recreation District Board of Trustees

ATTEST:

~~Administrator, Richfield Joint Recreation District~~ Notary Public
My commission has no expiration.

Secretary, Richfield ~~Joint~~ Recreation District Board of Trustees

Memorandum of Understanding

Between

The Buckeye Trail Association, Inc.

and

The Richfield Joint Recreation District

This Memorandum of Understanding ("MOU") is entered into and effective this 27th day of April, 2016, between the **Buckeye Trail Association, Inc.** ("BTA"), an Ohio nonprofit corporation and the Richfield Joint Recreation District ("RJRD"), a political subdivision of the state of Ohio, for the purpose of creating a cooperative relationship between the BTA and the RJRD in furtherance of their shared goals, values and objectives relating to natural resource conservation and public recreation for all.

Background

The BTA is a 501(c)3 nonprofit organization founded in 1959 to create a hiking trail around the state of Ohio. The Buckeye Trail ("BT") is over One Thousand Four Hundred (1,400) miles long and has been recognized by the state legislature as the official Ohio state trail. Several other trail organizations route their trails on portions of the BT, most notably the Four Thousand Six Hundred (4,600) mile North Country National Scenic Trail ("NCNST"), and the Six Thousand Eight Hundred (6,800) mile American Discovery Trail ("ADT"). The BT and these co-located trails traverse public and private lands with the consent and cooperation of the various land managers and/or landowners. The BTA oversees the maintenance of the co-located trails through numerous volunteers assigned to one of 26 sections of the BT.

The RJRD is a joint recreation district organized in 2014 pursuant to Ohio Revised Code Chapter 755 for the purposes of (a) providing community programming in recreational, educational, social, cultural and athletic areas, and (b) acquiring property for, constructing, operating and maintaining parks, playgrounds and play fields, and preserving and protecting real property with valuable natural features as parks and spaces for governmental, civic, educational and recreational activities. The RJRD owns certain real property formerly known as Camp Crowell Hilaka (hereinafter the "Park"). The Park is located between Broadview Road and Oviatt Road, north of Route 303 and is comprised of approximately 336 acres formerly owned and operated by the Girl Scouts of North East Ohio. The RJRD will be operating and maintaining the Park for public recreational purposes including, but not limited to hiking, biking, camping, swimming and fishing.

The Park is located in the Medina Section of the BT. Rerouting of the trail ("Trail") onto lands of the Park helps the BTA meet a goal of relocating portions of the trail from public roads to nearby land to provide a more enjoyable and safer hiking experience.

With the approval of the Executive Director of the BTA and the Board of Trustees of the RJRD, the parties hereto enter into the following agreement:

AGREEMENT

Both parties agree that the following conditions shall constitute the MOU. The conditions may be modified, in writing, at any time with the mutual agreement of both parties.

1) The Trail shall be open for public use.

2) The BTA and the RJRD shall emphasize to all hikers the need to obey signs, to stay on the marked Trail, to remove litter, and to take precautions to prevent fires. "Taking only pictures; and leaving only footprints" describes the BTA motto, which the RJRD will encourage hikers to follow.

3) There shall be no fees charged to hike on the Trail. Whenever possible, the BTA desires to develop low impact camping to help make the BT 'backpackable'. The RJRD agree to work with the BTA to develop, if possible, low impact camping in coordination with the Trail, if doing so is determined to be consistent with Park rules and the master planning process which has been recommended by the RJRD Board of Trustees.

4) The Trail shall be used by the public only for hiking, cross country skiing and snowshoeing.

5) The original Trail route and any subsequent changes shall be mutually approved, in writing, by the Board of Trustees of the RJRD and the BTA. Any local governmental or other governmental or agency approvals that may be necessary for the installation of the Trail shall be obtained by the BTA and RJRD shall cooperate in such effort. The parties acknowledge that the RJRD master planning process may require rerouting of one or more parts of the trail, and should this be the case, the determination of a new route shall be governed by this paragraph.

6) The Trail will be constructed and maintained by BTA volunteers to National Park Service standards to keep the path clear, marked, and clean in coordination with RJRD employees and volunteers. This will be accomplished through regularly planned Trail work sessions and special Trail work sessions for conditions reported that need attention. BTA acknowledges and agrees that reasonable and sufficient event insurance may be required by RJRD for such sessions. This MOU is not intended to and does not diminish the rights of the RJRD in any manner not expressly provided in the agreement (i.e., that route changes after construction would be mutually agreed, etc.).

7) The construction of any Trail structures such as bridges, boardwalks or other necessary improvements will be made only after consultation and written agreement with the RJRD Board of Trustees and any necessary public entities and agencies. BTA agrees to cooperate with RJRD concerning the installation and use of gates at Park entry points of the Trail, to control Park access outside of normal Park hours. Emergency egress, however, shall be provided. RJRD and BTA agree to cooperate in good faith to fulfill the provisions of this paragraph.

8) The Trail route will be marked with Carsonite-type or similar style posts, of a design and material acceptable to RJRD, so that the route can be followed easily in all seasons of the year.

9) Trailhead signage, "Private Property" courtesy signs and signs prohibiting undesired usages (motorized travel, horses, or hunting, for instance) may be installed at pertinent locations.

10) The RJRD, as a proud host of Ohio's Buckeye Trail, will be considered an important member of the Buckeye Trail Association and receive all privileges of membership including the BTA's *Trailblazer* magazine.

11) Both parties agree to promote the BT, BTA, the Park and the RJRD, their volunteer program opportunities and partnership. Both parties are encouraged to include partner links and logos on their websites, print and social media, Trail signage and other forms of communication.

12) The RJRD is aware of certain protections from liability under the Ohio's Recreational Use Statute (ORC 1533.18 and 1533.181). When permission is granted for free public access, the RJRD as the landowner incurs no duty to keep the premises safe for that access, nor any responsibility for acts of the users. Current copies of the referenced statutes are attached.

13) Both parties understand that this agreement will not continue, subject to the following, if the RJRD no longer owns the property. If the RJRD intends to sell the Park, the RJRD agrees to consult with the BTA to determine if the BTA may desire to acquire the property. If the RJRD sells or transfers the property, other than to the BTA, the RJRD agrees to notify the BTA of the change in the ownership. The RJRD further agrees to inform the new owner that the RJRD has given permission for the presence of the BT on the property. However, any further use of the Trail on Park property after transfer shall be by agreement among the BTA and the new owner.
14) No provision of this MOU shall be construed to place liability upon any other party. This MOU shall be in effect beginning April 15th, 2016 and continue until terminated by any party, in writing and presented with justification to the other party, at least thirty (30) days prior to

termination date, with the approval of the RJRD Board of Trustees and the approval of the BTA Directors.

15) The BTA and the RJRD commit to this MOU and agree to meet at least annually to review this agreement and recommend any amendments or changes. It is recognized that all actions and obligations undertaken to this MOU must be in accordance with all applicable local, state, and federal laws and/or rules.

16) DESCRIPTION OF TRAIL ROUTE COVERED UNDER THIS MOU:

Location on Attached Map: Describe starting and ending location using roads, access points or mileage points, fence lines and other natural features or man-made facilities.

The trail starts at the Oviatt Rd gate near SR 303 and follows the main park road to Garfield Hall. There the trail turns north alongside the west side of Garfield Hall and follows the east side of the creek upstream through the mature hardwood forest. It crosses the Gas Cut and joins the existing Deer Leap Trail coming out near the road to the boathouse and bridge at the upper lake dam. The trail follows the dam and around the west side of the upper lake and connects with the existing Pine Lake Trail corridor to the road north of the North House (Gemini Rd). The trail will turn east and cross the bridge where it will then turn north and lead to the back of the Adirondack Shelters. From there the trail turns south on the road past the Coach House, Amity House, Gund Hall and out Winnie lane to Broadview Rd.

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17) SIGNATURES.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date the last signature is affixed.

[Signatures on following page]

BOARD OF TRUSTEES
RICHFIELD JOINT RECREATION DISTRICT

BY: _____
Chairman

BY: _____
Treasurer

Approved as to Form:

William R. Young, Legal Counsel

RJRD **Contact**
Debbie Bluso-Rogers
RJRD Administrator
P.O. Box 387, 4410 West Streetsboro Road
Richfield, Ohio 44286-0387
330.659.9201 Extension 238

Buckeye Trail Association Contact
Andrew Bashaw
Executive Director, Buckeye Trail Association
P.O. Box 5
Shawnee, OH 43782
(740)-394-2008

Signature _____ Date 4-27-16

Ohio Recreational Use Statute

PAGE'S OHIO REVISED CODE
TITLE XV [15] CONSERVATION OF NATURAL RESOURCES
CHAPTER 1533: HUNTING; FISHING [RECREATIONAL USER]

1533.18 Premises, recreational user, all-purpose vehicle defined

As used in sections 1533.18 and 1533.181 of the Revised Code:

(A) "Premises" means all privately owned lands, ways, and waters, and any buildings and structures thereon, and all privately owned and state-owned lands, ways, and waters leased to a private person, firm, or organization, including any buildings and structures thereon.

(B) "Recreational user" means a person to whom permission has been granted, without the payment of a fee or consideration to the owner, lessee, or occupant of premises, other than a fee or consideration paid to the state or any agency of the state, or a lease payment or fee paid to the owner of privately owned lands, to enter upon premises to hunt, fish, trap, camp, hike, or swim, or to operate a snowmobile, all-purpose vehicle, or four-wheel drive motor vehicle, or to engage in other recreational pursuits.

(C) "All-purpose vehicle" has the same meaning as in section 4519.01 of the Revised Code.

1533.181 EXEMPTION FROM LIABILITY TO RECREATIONAL USERS
(A) No owner, lessee, or occupant of premises:

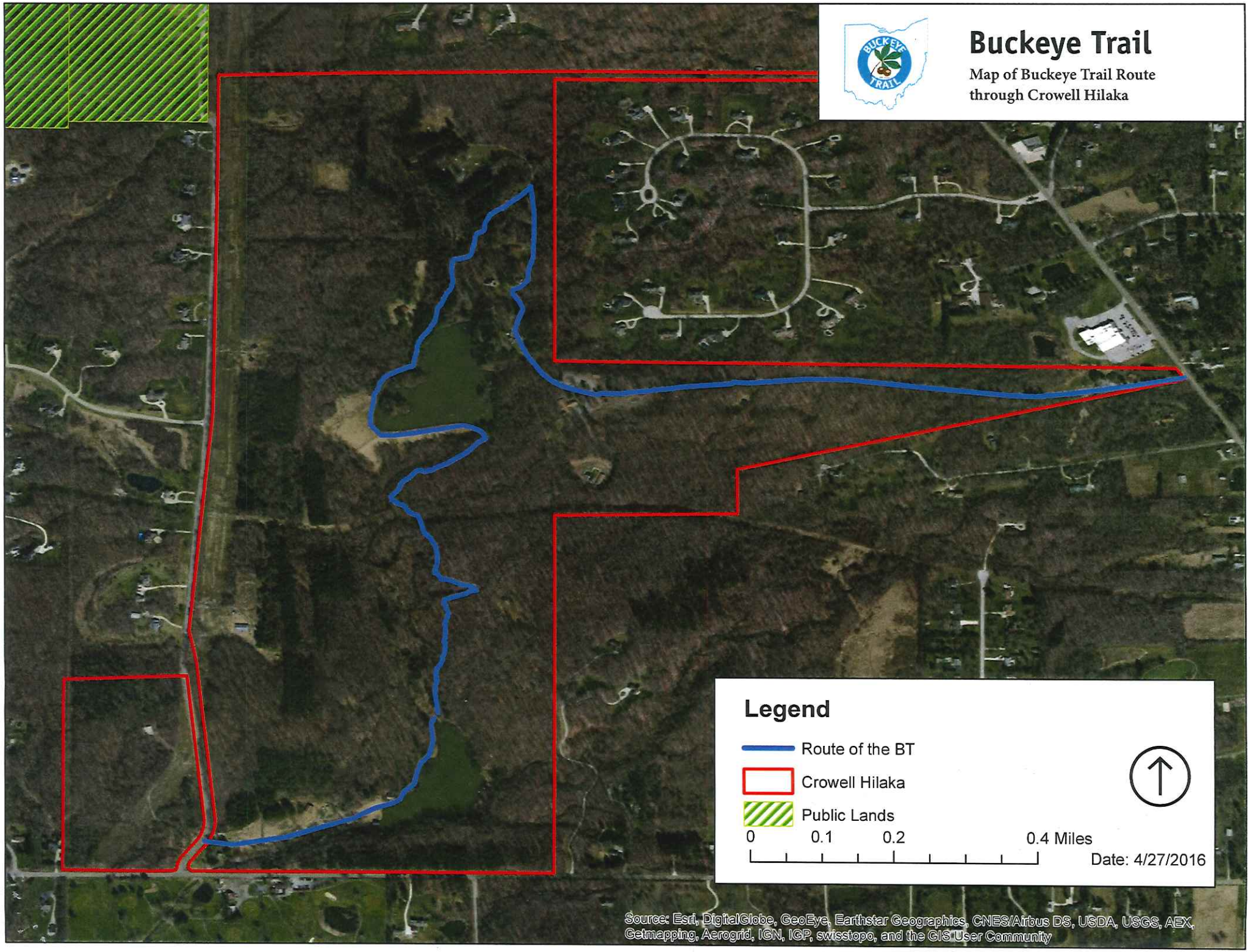
(1) Owes any duty to a recreational user to keep the premises safe for entry or use;

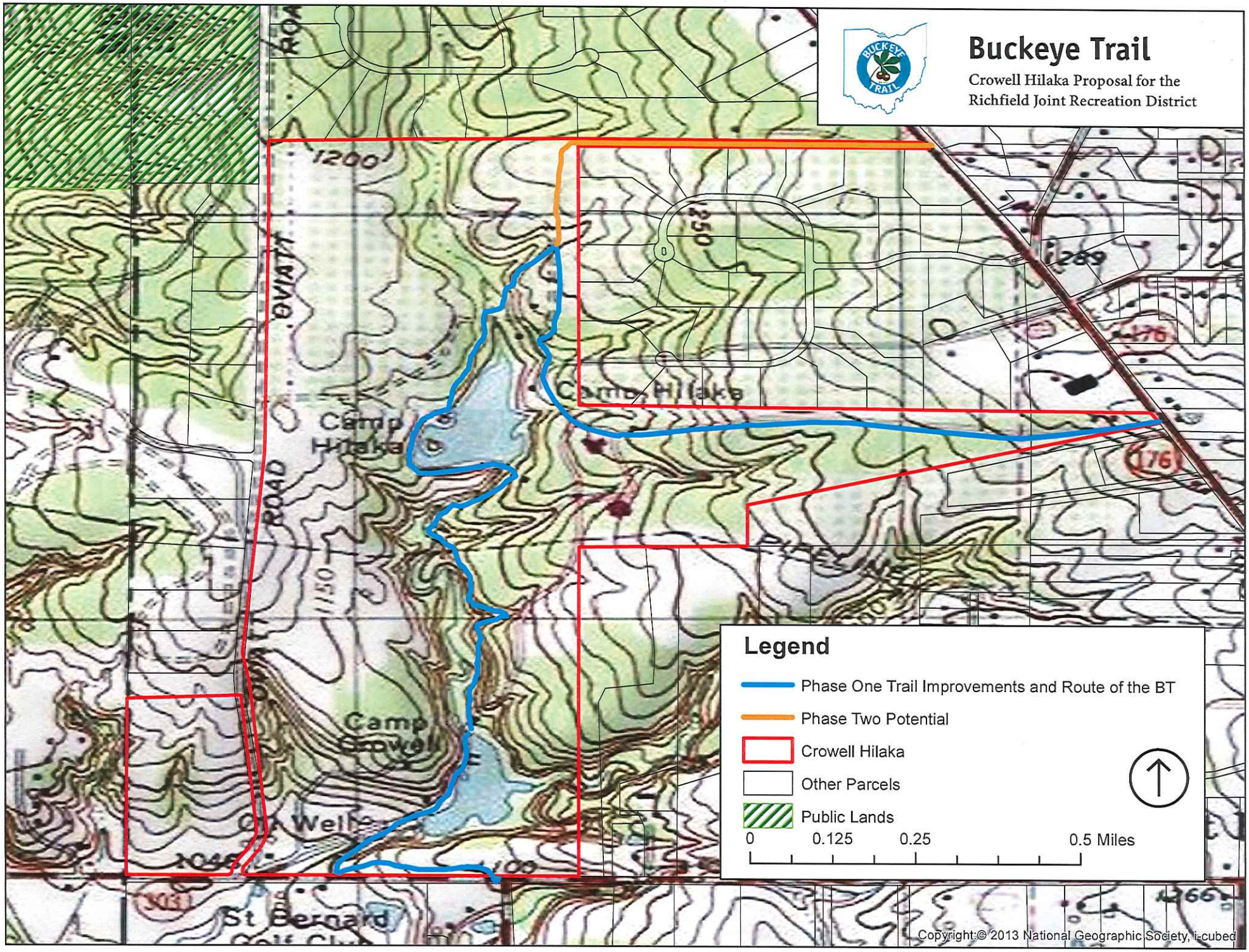
(2) Extends any assurance to a recreational user, through the act of giving permission, that the premises are safe for entry or use;

(3) Assumes responsibility for or incurs liability for any injury to person or property caused by any act of a recreational user.

(B) Division (A) of this section applies to the owner, lessee, or occupant of privately owned, nonresidential premises, whether or not the premises are kept open for public use and whether or not the owner, lessee, or occupant denies entry to certain individuals.

Amended in 1995, 2007.


Buckeye Trail
Map of Buckeye Trail Route through Crowell Hilaka
Legend
Route of the BT
Crowell Hilaka
Public Lands
0
0.1
0.2
0.4 Miles
Date: 4/27/2016
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community


Buckeye Trail
Crowell Hilaka Proposal for the
Richfield Joint Recreation District
Camp Hilaka
Camp Crowell
St Bernard
Legend
Phase One Trail Improvements and Route of the BT
Phase Two Potential
Crowell Hilaka
Other Parcels
Public Lands
0
0.125
0.25
0.5 Miles
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