



Legislation Text

File #: 2688-2012, **Version:** 1

Memorandum of Understanding---Recreation and Parks and the Village of Marble Cliff.

- This ordinance will authorize the Director of Recreation and Parks to enter into a Memorandum of Understanding (MOU) with the Village of Marble Cliff for the operation and maintenance of the Scioto Trail within the Village of Marble Cliff, from Cardigan Avenue to Fifth Avenue.
- The purpose of the MOU is to define the responsibilities of the Village of Marble Cliff and Recreation and Parks for constructing, maintaining, and ongoing operation of the Scioto Trail along Dublin Road, within the Village of Marble Cliff right-of-way.
- Emergency action is necessary to allow construction of the project within the contract time limitation and enable utility relocation to begin.

al impact: No funding is involved.

To authorize and direct the Director of Recreation and Parks to enter into an agreement and execute a Memorandum of Understanding with the Village of Marble Cliff for the operation and maintenance of the Scioto Trail within the Village of Marble Cliff from Cardigan Avenue to Fifth Avenue; and to declare an emergency. (\$0.0)

WHEREAS, through a successful partnership and the vision of a number of agencies and communities, a regional system of multipurpose trails is being developed in Central Ohio that in time may encompass over 160 miles of regional trails connection communities, neighborhoods, the downtown and other destination points; and

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

WHEREAS, these trails will be used to meet public fitness, recreational, and transportation needs and will add to the quality of life for the people of Central Ohio; and

WHEREAS, the City of Columbus Recreation and Parks Department (CRPD) and the Village of Marble Cliff (VMC) have been instrumental in the development of the Scioto Trail within each communities jurisdiction; and

WHEREAS, It is in the best interest of the citizens of Central Ohio to assign operational, maintenance, security and financial responsibilities for the Scioto Trail within the VMC jurisdiction; and

WHEREAS, emergency action is necessary to allow construction of the project within the contract time limitation and enable utility relocation to begin; **NOW, THEREFORE**

BE IT ORDAINED BY THE CITY OF COLUMBUS:

Section 1. That the Director of Recreation and Parks be and is hereby authorized to enter into an agreement and execute a Memorandum of Understanding (MOU) with the Village of Marble Cliff.

Section 2. Scope of the Memorandum of Understanding. This MOU covers the following trails and unless specified herein only includes the trail and a reasonable shoulder berm of 4 +1- either side of the pavement of the trail. This MOU

does not include private trails connection private developments to the Scioto Trail, bike lanes on streets, or bicycle boulevards or non-paved trails that connect to the Scioto Trail. A map of the Scioto Trail located within the jurisdiction of the VMC is attached as part of Exhibit A to this agreement. This MOU is not applicable to future trails to be developed within the VMC jurisdiction unless agreed to in writing by both parties of the MOU.

Section 3. Maintenance and Administration Defined. The CRPD, or its assignee, will be responsible to maintain and administer the portion of the Scioto Trail located within the jurisdiction of the VMC. The CRPD, or its assignee will take responsibility for addressing visitor complaints and concerns and other related items.

Section 4. Future Expansion of the Regional Greenway Trail System or the Scioto Trail. Any future expansion or extension of the Regional Greenway Trail System or the Scioto Trail proposed within the jurisdiction of the VMC must be approved by the VMC Council, Mayor and Engineer prior to any bidding or construction of the project by the CRPD.

Section 5. Maintenance and Ongoing Operations. The CRPD, or its assignee, will be responsible for the day-to-day operations and maintenance including mowing of berms, crack sealing, snow/ice removal and managing trail surfaces, drainage, pruning, litter removal, maintenance of signage, repair of vandalism, and related items. Level of maintenance shall be consistent with the level of maintenance provided by CRPD throughout the Regional Greenway Trail System. The CRPD, or its assignee, will be responsible for maintaining the planting and the under drain components of the Water Quality Bio-Retention Swale located along the Scioto Trail in front of 1500 Dublin Road (State of Ohio Department of Natural Resources property). All costs for maintenance and ongoing operations of the Scioto Trail located within the jurisdiction of the VMC will be the responsibility of CRPD, unless otherwise agreed to in writing by VMC and CRPD.

Section 6. Major Maintenance and Construction. The CRPD, or its assignee, will be responsible for all major maintenance and construction of the Scioto Trail. Following any major maintenance or construction the CRPD will be responsible for returning the right-of-way and surrounding properties in the VMC to the same or better condition as prior to the major maintenance and/or construction as reasonable as possible. The CRPD recognizes that the Scioto Trail is located in the right-of-way of the VMC and understands that the Scioto Trail is located over VMC infrastructure including, but not limited to, storm sewers and appurtenance, sanitary sewers and appurtenance, underground natural gas, water lines, and electrical lines, and underground traffic signal equipment and wiring. The VMC will be responsible for returning the Scioto Trail to the same or better condition as was prior to any major maintenance on or construction of VMC underground infrastructure.

Section 7. Trail Operations. To the extent reasonably possible The Scioto Trail will be open 365 days a year and commuters may utilize the trail for transportation purposes at any time of the day. The Scioto Trail may not be gated.

Section 8. Law Enforcement. The VMC through its Service Contract with the City of Grandview Heights shall have jurisdiction on all portions of the Scioto Trail located within the jurisdiction of the VMC and may enforce all applicable laws.

Section 9. Construction, Building, and Other Permits. In construction and major renovation projects undertaken on the Scioto Trail, CRPD shall obtain applicable VMC permits on section of the trail located within the jurisdiction of the VMC.

Section 10. Legal Responsibility. The VMC shall not be responsible for complaints from the public, or liability regarding or related to the portion of the Scioto Trail located within its jurisdiction.

Section 11. Termination. This MOU may be terminated by either party with 60 days written notice to the other. If termination occurs, management responsibility of the section of the Scioto Trail will remain with the City of Columbus Recreation and Parks Department, or its assignee.

Section 12. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval

by the Mayor, or 10 days after passage if the Mayor neither approves or vetoes the same.