

GreeneWays Trail Management

# Policy Handbook

September 2000

# Table of Contents

- I. Administration
- II. Liability
- III. Maintenance
- IV. Construction
- V. Costs
- VII. Uses
- VIII. Management
- IX. Access Policy

# Policy Handbook

This Policy Handbook shall serve as an agreement among the jurisdictions involved in the Greene County GreeneWays. The Handbook may be amended by a majority vote of members present at any regularly scheduled or special meeting, if the proposed amendment is given to the members no less than 48 hours prior to the meeting.

## **I. Administration**

- A. The Trail Manager assigned by the Greene County Recreation and Parks Department shall oversee the maintenance and upkeep of all trails in the GreeneWays system and shall be consulted on all future construction and any activity involving modification or encroachment to trail properties.
- B. The Trail Manager shall report any safety concerns ( major damage of trails, or problems with trails), to the respective jurisdiction.
- C. The Management Committee formed by GreeneWays Agreement will review and recommend future use of the corridors including utilities and occupations. They will also establish policies affecting the trails.
- D. Administration of the trail's corridors will be the responsibility of the Board of Greene County Commissioners using their agents: Greene County Recreation and Parks Department, and the Greene County Park District.
- E. Regular inspections will be made by the Greene County Parks staff as employed by the Board of Greene County Commissioners through the Greene County Park District.
- F. All observations of the trail's condition, maintenance, and safety will be recorded in the "inspection log." The "inspection log" will be available to each jurisdiction.
- G. The Recreation and Parks Department staff will work with volunteers and community organizations to promote the trail. They will also solicit donations, grants, and special funds from local, state, and national sources for improvements to enhance the trail corridor and conduct effective programs and corridor activities along the trail corridors in cooperation with others.
- H. The Trail Manager will issue "use permits" for special events planned on the trail(s). All special "use permits" within the trail corridor shall be requested through the Greene County Recreation and Parks Department. Copies of "use permits" will be provided to the affected local jurisdiction for coordination. Facilities adjacent to the trails, and permits for usage of such facilities, shall be the responsibility of the jurisdictions.
- I. All work in the trail corridor shall be reviewed by the Trail Manager or Designee and approved by the jurisdiction and/or the Management Committee. Facilities adjacent to the trails shall be the responsibility of the jurisdictions which may issue permit for their use as needed.

## **II. Liability**

The Greene County Recreation and Parks Department, as the agent for the Board of Greene County Commissioners, shall indemnify and hold the City of Xenia, City of Beavercreek, City of Fairborn, Beavercreek Township, Greene County Park District, Village of Cedarville, and Village of Yellow Springs harmless only from those claims, demands and damages for injuries to persons or property arising from or growing out of the fault or neglect of Greene County Recreation and Parks Department. The Board of Greene County Commissioners, the City of Xenia, City of Beavercreek, City of Fairborn, Beavercreek Township, Greene County Park District, Village of Cedarville, and Village of Yellow Springs shall obtain and maintain General Liability Insurance to include Comprehensive Broad Form coverage naming the Board of Greene County Commissioners as an additional insured in the amount of \$2,000,000.00

## **III. Maintenance**

- A. Maintenance of the GreeneWays Corridors shall be supervised by the Trail Manager, and shall be the responsibility of the Greene County Park and Recreation Department.
- B. A minimum 60 foot width shall be preserved whenever possible on the trail corridors. Areas outside of 60 feet shall be the responsibility of local jurisdictions.
- C. Work on the corridor includes demolition, removal excavation, planting, filling, installation or repair of any structure, utility, pavement, amenity or vegetation.
- D. Any damage to the trail occurring during any work on the trail corridor shall be reported to the Trail Manager and shall be corrected to original condition as soon as possible. The party responsible for the damage must have all restoration work inspected by the Trail Manager and forwarded to the Management Committee. The Trail Manager shall be notified 24 hours in advanced when any work is being performed. -
- E. Maintenance will include, but not be limited to: mowing, trimming, litter collection, sweeping, removal of downed limbs and trees, corrective pruning and removals, upkeep of signs and accessories in the trail corridor.
- F. Blanket spraying of pesticide or herbicides on or along sides of the bikeway trails will not be permitted. Spot treatment with chemicals in some areas will be permitted. Pesticide or herbicide treatments between Jacoby Road and Fairfield Road must be authorized by the Village manager of Yellow Springs.
- G. Maintenance of signs and accessories outside of the trail corridors will be the responsibility of the local jurisdiction. Signs and accessories on the trail corridor shall be the responsibility of the Greene County Parks.

- H. Reasonable turf areas will be maintained on a regular basis to provide a comfortable walking surface.
- I. The paved trails will be cleaned as needed to keep the surface free of debris and obstacles.
- J. The patrol ranger will assist maintenance by performing required *emergency* maintenance after regular work-week hours.
- K. Addenda to maintenance services and/or costs must be agreed upon by the Management Committee.
- L. Maintenance of the Little Miami Scenic Trail will be the responsibility of the Greene County Parks; however, the City of Xenia will mow and trim from Church Street to Weaver Street, and Xenia Station to the Third Street spur. The Village of Yellow Springs will mow and trim from the riding center north to Yellow Springs/Fairfield Road.
- M. Maintenance complaints will be reviewed and corrected through cooperation of the jurisdictions and Trail Manager.
- N. Emergency circumstances may require assistance from local jurisdictions.

#### IV. **Construction**

- A. The Greene County Recreation and Parks Department shall be responsible for administration and the monitoring of the construction with ODOT's portion of the GreeneWay.
- B. The addition of landscaping and trail amenities improves the aesthetics and user value of the trail. Plans and construction drawings shall be submitted for review by the Trail Manager prior to release of these projects for bid and/or construction. This information will then be forwarded to the Management Committee. Landscape element that may ultimately impact the trail should be avoided.
- C. Driveway crossings or new accesses to the trail shall be designed using standard engineering practices; and shall meet the conditions of the access policy and all applicable ADA Standards. Requesting party shall provide any necessary additional signs or pavement marking to insure safe trail use. The access policy is section IX.
- D. Work or required crossings to be reviewed by the Trail Manager and approved by the Management Committee.
- E. When new developments (residential and/or commercial) adjacent to an existing or future trail are under review a connection shall be considered.

- F. Any additional "pocket parks" or other items suggested by a jurisdiction within the right-of-way shall be submitted to the Management Committee for review.

## V. **Costs**

- A. The existing and future occupations along or across trail right-of-way are to be renegotiated by Trail Manager and approved by the Trail Management Committee. All receipts shall be placed into the Trail Management Fund. In some cases the license may be converted to easements by using items of value in lieu of cash (i.e. ballast, land, maintenance)
- B. A Trail Management fund shall be established and managed by Greene County Parks to improve the trail in jurisdiction of ownership and make capital improvements and/or to acquire additional railroad right-of-way and/or connecting spurs to the system. The proceeds are from deposited receipts of utility occupations and other rentals, or sale of excess railroad ballast or refunds from past projects that have been included in the Management Agreement..
- C. If any jurisdiction requests additional services through the Management Committee, and if those services are not agreed upon by all parties, those additional services shall be paid by the jurisdiction making the request.
- D. The Park District will maintain accurate records of time spent on the trail for maintenance and patrol.

## VI. **Patrol**

- A. Patrol of the trails corridors will be the joint responsibility of each local jurisdiction and the Greene County Recreation and Parks Department.
- B. The Greene County Recreation and Parks Department will provide no less than one (1) full-time commissioned officer, trained and certified in First Aid and CPR. Additional support will be available utilizing trained, noncommissioned staff and volunteers to patrol the trails corridors. Jurisdictional support such as bike patrols should also be used.
- C. The functions of the ranger(s) will be:
  - 1. assist user.
  - 2. respond to emergency situations.
  - 3. effect safe use.
  - 4. enforce rules and regulations utilizing the Greene County Park Rules (Addendum D) or citing through the Ohio Revised Code (ORC).
  - 5. promote use through good public relations.
  - 6. report maintenance problems to the trail manager.
  - 7. perform emergency maintenance as needed.

- D. Greene County Recreation and Parks Department will provide a vehicle equipped as necessary to perform the above functions.
- E. Additional rangers will be assigned within the allotted time as needed to effectively perform the agreed upon functions.
- F. Local jurisdictions will have full authority within the corporation limits of their respective portions of the trail. Local assistance may be required on occasion.
- G. Addenda to patrol services and/or costs must be agreed upon by the Management Committee.
- H. Greene County will provide law enforcement liability insurance for the Park Rangers.

**VII. Uses**

- A. No motorized vehicles except wheelchairs shall be permitted on the bikeway other than those for maintenance and patrol.
- B. Special permits may be obtained from the Trail Manager for handicap access.
- C. Use shall be regulated by the Codified Park Rules available at the Greene County Parks office.

**VIII. Management**

- A. All policies are subject to the trail Management Agreement.
- B. Local jurisdictions may enforce more stringent policies than those in the Policy Handbook, but may not have less stringent policy. All policies are to be submitted to the Trail Manager.
- C. The Trail Manager and Greene County Parks shall develop and make available all necessary permits and forms.
- D. Occupation and crossing agreement shall be review by the Trail Manager and if deemed necessary, the Trail Management Committee.

**IX. Access Policy**

Access to the GreenWays will be considered under the following conditions.

- A. Residential Property
  - 1. No public access exists within 300 feet.

2. The owner may install a gate and lock, but must assume responsibility for the same.
3. The owner agrees to maintain the access in a proper manner.
4. The access will not obstruct or divert existing drainage patterns.
5. The slope from the point of access to the edge of pavement is eight percent or less.
6. The access opening is no wider than four feet.
7. The access design is approved by the Trail Manager and the local jurisdiction.

**B. Non-residential Property**

1. The owner agrees to maintain the access in a proper manner.
2. The access will not obstruct or divert existing drainage patterns.
3. The slope from the point of access to the edge of pavement is five percent or less.
4. The access opening is maintained at four foot.
5. Th access meets current accessibility standards set forth in the Americans with Disabilities Act.
6. The design is approved by the Trail Manager and the local Jurisdiction.
7. The owner agrees to provide on-site bicycle parking.
8. The site is "bicycle friendly." Bicycle friendly information will be provided by the Trail Manger. Litter containers may be required.

**C. Liability**

1. For all accesses granted, the owner shall agree to accept the following liabilities:
  - a. Trespassing onto private property
  - b. Injuries to users resulting from the access
  - c. Damages to the Trail right-of- way
- 2.. The owner must sign a "Hold Harmless" agreement releasing Greene County, the Greene County Parks and the local jurisdiction of all liability. Further, the owner must show proof of insurance coverage for their individual access.

**D. Request for access shall require the following in written form:**

1. Address of property
2. Name of property owner
3. Name of person making request
4. Phone numbers of contact person
5. Reason for access
6. Contractor or person who will construct access

**E. Location Plan (drawn to scale) include:**

1. Location of site in relation to the Trail
2. Location of nearest public access



- F. Site Plan (drawn to scale) include:
1. Elevation of access point
  2. Elevation of Trail at intersection with access
  3. Location and direction of drainage in immediate area
  4. Distance from access point to the edge of pavement
  5. Horizontal cross-section from access point to edge of pavement
  6. Degree of slope from access point to edge of pavement
  7. Materials to be used to construct access
- G. Access Request Process
1. Submit request in writing with all necessary plans
  2. Meeting on-site with person making request, property owner (if other than person making request), Trail Manager, Representative from local jurisdiction
  3. Decision by Trail Manager and local jurisdiction representative
  4. Draft of License for "Access" and "Hold Harmless" documents
  5. Signatures on both documents
  6. Notice to proceed
  7. Final inspection of access condition
- H. Termination of License
1. The license for access may be revoked for any of the following reasons by the Trail Manager and/or the local jurisdiction.
    - a. Failure to construct access according to approved plans
    - b. Failure to maintain the access in a proper manner
    - c. Recurrence of problems, complaints, accidents, or injuries involving the access
- I. Revocation or voluntary termination of the License for Access will require removal of the access at the expense of the property owner or person making the request. The site must be restored to its original condition within thirty days following revocation or voluntary termination.

**AGREEMENT FOR FUNDING  
LONG-TERM CARE AND MAINTENANCE  
OF TRAILS IN GREENE COUNTY, OHIO**

This agreement, made the 15 day of Nov., 2001 between the City of Xenia, City of Beavercreek, Beavercreek Township, Greene County Park District, City of Fairborn, Village of Yellow Springs, Village of Cedarville, Greene County Engineer (hereinafter "participants") and the Board of Greene County Commissioners through the Greene County Recreation, Parks and Cultural Arts Department, as agent for the Board of Greene County Commissioners and trail management agency (hereinafter "the County"):

**WITNESSETH:**

WHEREAS, Section 307.15 of the Ohio Revised Code states, in part ... "The board of county commissioners may enter into an agreement with the legislative authority of any municipal corporation, township, ... park district ..., or other taxing district or with the board of any other county, and such legislative authorities may enter into agreements with the board, whereby such board undertakes and is authorized by the contracting subdivision to exercise any power, perform any function or render any service, on behalf of the contracting subdivision or its legislative authority ..." and,

WHEREAS, a Trail Management Agreement was entered into to facilitate the maintenance, management, and improvement of the trails in Greene County, Ohio, and

WHEREAS, the County has established a special fund to receive moneys for the maintenance and management of the trails, and

WHEREAS, the trails contain occupations of public utilities, communications and various other occupations for which fees may be paid.

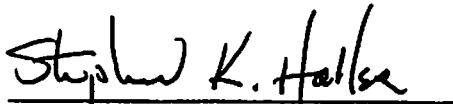
**NOW THEREFORE, IN CONSIDERATION OF THE MATTERS DESCRIBED IN THE ABOVE RECITALS AND IN SEPARATE AND INDEPENDENT CONSIDERATION OF THE PROMISES SET FORTH BELOW, THE PARTIES AGREE AS FOLLOWS:**

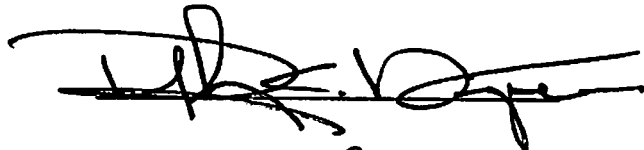
- 1. Participant agree to deposit all current and future moneys derived from rents and/or occupations into the fund established by the Greene County Auditor and administered by the Board of Greene County Commissioners to provide for the long-term care and maintenance of the trails.**
- 2. Participants will sign necessary consent legislation as required to permit the Board of Greene County Commissioners to utilize these funds for the long-term care and maintenance of the trails.**
- 3. Long-term care and maintenance shall be defined as replacement of trees, shrubs, signs and other trail amenities, planting of additional trees and shrubs, the addition of supplemental signage and fencing; sealcoating, repaving and re-striping and other maintenance and amenities that provide for the safety, enjoyment and benefit of trail users.**
- 4. The Trail Manager, as agent for the County, will provide cost estimates to participants, in advance of any proposed expenditure, along with a benefit analysis by jurisdiction of the work to be performed. Proposed projects for improvements or maintenance will be submitted to the management committee for approval in advance of the work being performed. The trail manager will develop bid specifications and contracts as required for the conduct of all work under the requirements of the Ohio Revised Code for such work. Expenditures from the Trail Management Fund will be approved annually by the Trail Management Committee and the Greene County Board of Commissioners.**
- 5. Specific infrastructure repairs and requests for additional services, not covered by this agreement are the responsibility of the local jurisdiction, unless agreed to unanimously by all other participants.**
- 6. This Agreement is contingent upon approval and authorization by all parties.**

NOW, THEREFORE, BE IT RESOLVED that the City of Xenia, City of  
Beavercreek, City of Fairborn, Village of Yellow Springs, Village of Cedarville,  
Beavercreek Township, Greene County Engineer, Greene County Park District,  
Board of Park District Commissioners and Board of County Commissioners of  
Greene County, Ohio enter into this Agreement for the Long-Term Care and  
Maintenance of Trails within Greene County, Ohio.

Board of County Commissioners  
Greene County, Ohio

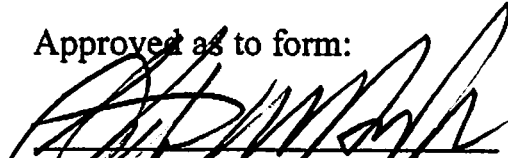
Approved as to form:

  
Assistant Prosecutor



Resolution No: 01-11-15-15

Approved as to form:

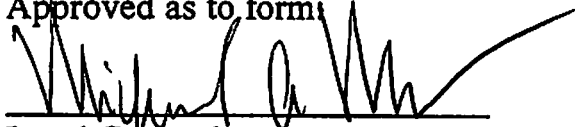
  
Legal Counsel

City of Beavercreek

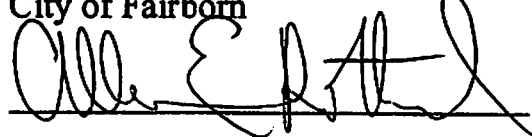


Resolution No: 01-17

Approved as to form:

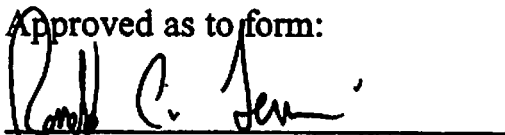
  
Legal Counsel

City of Fairborn

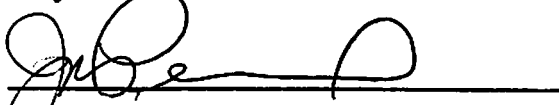


Resolution No: 72-01

Approved as to form:

  
Legal Counsel

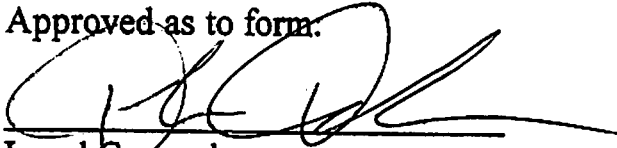
City of Xenia



Resolution No: \_\_\_\_\_

Village of Yellow Springs

Approved as to form:

  
\_\_\_\_\_  
Legal Counsel

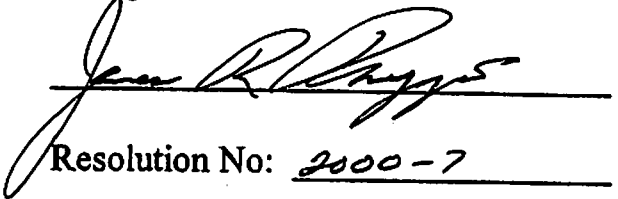
  
\_\_\_\_\_

Resolution No: 2001-18

Village of Cedarville

Approved as to form:

\_\_\_\_\_  
Legal Counsel

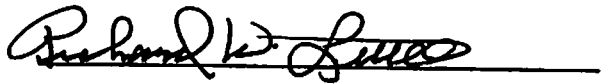
  
\_\_\_\_\_

Resolution No: 2000-7

Beavercreek Township Trustees

Approved as to form:

  
\_\_\_\_\_  
Legal Counsel

  
\_\_\_\_\_

Resolution No: \_\_\_\_\_

Greene County Engineer

Approved as to form:

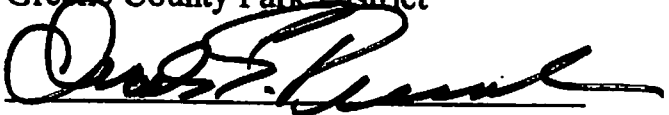
\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_

Board of Park District Commissioners  
Greene County Park District

Approved as to form:

\_\_\_\_\_  
Legal Counsel

  
\_\_\_\_\_

Resolution No: 01-02-08-7