



**AGENDA**  
**CITY COUNCIL**  
**Budget Work Session – November 16, 2016, 5:00 p.m.**  
**Council Chambers**

*1368 Research Park Dr  
Beavercreek, Ohio*

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. DISCUSSION ITEMS
  - A. 2017 Budget Item – Police Fund
  - B. 2017 Budget Item – Parks and Recreation Fund
  - C. 2017 Budget Item – Golf Fund
  - D. Park Consolidation
- V. ADJOURNMENT

## **AGREEMENT TO CONSOLIDATE PARK ACTIVITIES**

This is an Agreement by and between the City of Beavercreek, Ohio (hereinafter the "City"), 1368 Research Park Drive, Beavercreek, Ohio 45432; Beavercreek Township (hereinafter the "Township"), 851 N. Orchard Lane, Suite C, Beavercreek, Ohio 45434; and the Beavercreek Township Park District (hereinafter the "District"), 1981 Dayton-Xenia Rd, Beavercreek, Ohio 45434.

WHEREAS, the City owns or controls the properties listed in Exhibit "A" which have been designated for use as public parks; and,

WHEREAS, the Township owns or controls the properties listed in Exhibit "B" which have been designated for use as public parks; and,

WHEREAS, the District owns or controls the properties listed in Exhibit "C" which have been designated for use as public parks; and,

WHEREAS, Section 755.16 of the Ohio Revised Code states that any municipal corporation, township and township park district jointly with one or more municipal corporation, township and township park district may acquire property for, construct, operate and maintain any parks, playgrounds, playfields, gymnasiums, public baths, swimming pools, indoor recreation centers, or community centers and equip, operate, and maintain those parks, playgrounds, playfields, gymnasiums, public baths, swimming pools, indoor recreation centers, or community centers and appropriate money for them. It further states that any municipal corporation, township and township park district agreeing to jointly acquire, construct, operate and maintain any parks, playgrounds, playfields, gymnasiums, public baths, swimming pools, indoor recreation centers, or community centers may contribute lands, money, other personal property, or services to the joint venture, as may be agreed upon; and,

WHEREAS, the District, under Ohio Revised Code 511 encompasses the entire township, has taxing authority over same, and has authority to provide the above services to the Beavercreek community; and,

WHEREAS, the City, Township and District, have determined that it would be in the best interest of all citizens of the Beavercreek community to enter into a joint venture under which the District will progressively assume the responsibility for the operation, maintenance and improvement of the park and recreation facilities identified in Exhibits "A", "B", and "C";

NOW, THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE CITY, TOWNSHIP AND DISTRICT HEREBY AGREE AS FOLLOWS:

## **PHASE 1- INTERIM PERIOD (2017)**

**1. Purpose.** The purpose of the Interim Period is to provide time for the District to study the needs of the Beaver Creek community related to the maintenance, operation and improvements of the parks and recreation facilities identified in Exhibits "A", "B" and "C" and to submit a levy to provide that funding; the Interim Period shall commence on the day when this Agreement is signed by the last party.

**2. Putting the Levy on the Ballot.** The District shall adopt a resolution, in accordance with Section 511.27 (B) of the Ohio Revised Code, to submit to the electors of Beaver Creek Township and the City of Beaver Creek, the question of the levying of a 0.9 mil tax levy across the entire district for a period of five (5) years which will generate sufficient income to finance the cost of operating, improving and maintaining the public parks identified in Exhibits "A", "B", and "C". Said resolution shall provide for the submission of this question to the electors at the November, 2017 general election to be collected on January 1, 2018. The District agrees to pay for all levy-related expenses, including filing fees, election expense, and associated miscellaneous expenses.

**3. Advisor.** On approval of the Agreement by all parties, the City will permit and the District will allow the Beaver Creek Parks, Recreation and Cultural Superintendent ("Superintendent") to serve as an advisor to the District. The District shall not be obligated to pay any sum to the City for the time and services of the Superintendent. The Superintendent's primary duty shall be to advise the District on the funding necessary to maintain, operate and improve the parks referenced in Paragraph 2 and to recommend high priority projects that will improve park services. The Superintendent will also assist the District in the formulation of its 2018 operating budget. In addition, the Superintendent will represent the District at meetings where the levy will be discussed. The Superintendent shall serve the District in the above capacity until the earliest occurrence of either of the following dates:

- A. The date of certification from the Board of Elections for Greene County, Ohio that the tax levy referenced in paragraph 1 of this Agreement was not approved by a majority of electors; or,
- B. December 31, 2017.

**4. Parks Maintenance.** During this Interim Period, the City shall continue to maintain its park facilities identified in Exhibit "A". The Township shall maintain its facilities identified in Exhibit "B" as well as the District's facilities identified in Exhibit "C".

**5. Operating Budget for 2018.** During this Interim Period, the City and Township shall each prepare operating budgets for operation and maintenance

of their respective park facilities and any joint operation during the Joint Operation Period. Each operating budget shall set forth proposed expenditures related to the operation and maintenance of their respective park facilities, the revenues each entity estimates it will collect from activities at its respective park facilities and the anticipated source of those revenues. If any portion of those revenues will be generated from fees to be charged by either entity, a schedule of proposed fees is to be included. These operating budgets and fee schedules are to be provided to the District for its review and comment.

## **PHASE 2 - JOINT OPERATION PERIOD [2018]**

**6. Purpose.** The purpose of the Joint Operation Period is to enable the District to begin developing an organization which will assume responsibility for the operation, maintenance and improvement of the park facilities in the Beavercreek community and to transition the operation, management and improvement of those facilities from the City and Township to the District.

**7. Start Date.** If the November 14, 2017 levy is successful, the Joint Operation Period will commence on January 1, 2018 and terminate on December 31, 2018;

**8. Superintendent's Role During Joint Operation Period.** During the Joint Operation Period, the Superintendent is to assist the District Board of Commissioners in managing the transition of the operation, management and improvement of the City's and Township's park facilities to the District. The City agrees to allow the Superintendent to provide these services at no additional cost to the District or Township.

**9. City and Township Services/Parks Maintenance.** During this Joint Operation Period, the City shall provide, perform or cause to be performed the following services for those park facilities identified in Exhibit "A" and the Township shall provide, perform or cause to be performed the following services for those park facilities identified in Exhibits "B" and "C":

- A. Routine maintenance and repair of park equipment, facilities and grounds;
- B. The scheduling, programming, staffing and overseeing of recreational activities;
- C. The collection of revenue derived from recreational activities and an accurate accounting of any such revenue;
- D. An accounting of any expenses, based on generally accepted cost accounting standards, incurred in the scheduling, programming, staffing and overseeing of recreational activities;

- E. The preparation of an annual operating budget for 2019 which sets forth in detail anticipated maintenance expenses;
- F. The providing of assistance and advice to the District in the planning of improvements to park facilities.

The District shall rely on the City and Township to provide for the management, scheduling, programming, staffing, and overseeing of recreational activities during this Joint Operation Period. The City or the Township can agree, either jointly or independently, to continue providing such services for the District beyond the Joint Operation Period.

The District will reimburse the City and Township for all reasonable and customary costs incurred by each for managing, scheduling, programming, staffing and overseeing each party's park facilities in the calendar year 2018.

**10. Expenses, Income, and Reimbursement.** The City and Township shall keep accurate records of all expenses incurred in providing the services required by paragraph 9 and of all income received from any source related to the operation of their respective park facilities during the Joint Operation Period. All parties agree that once the first tax settlement payment is received by the District, the City and Township may invoice the District for their expenses minus any income received. The invoices will cover the time period being invoiced and will be itemized by labor costs, equipment costs, the cost of any outside contractors needed for repairs to park facilities, fuel costs and other applicable categories. Within 30 days of receipt of any said invoice, the District will provide reimbursement to the Township and/or City.

**11. District Staffing.** During the Joint Operation Period, the District agrees to identify key positions it plans to staff in 2018, prepare job descriptions and initiate the hiring process.

**12. Leases.** At the end of the Joint Operation Period or when the District receives its first tax settlement payment generated by its initial tax levy, whichever event occurs first, the City and the Township agree to lease to the District for the sum of One Dollar (\$1.00) per year, the park facilities described in Exhibits "A" and "B" unless there are legal restrictions which would prevent them from doing so. Said leases shall be for a period equivalent to the term of this Agreement as stated in paragraph 22. Said leases shall provide that the District shall be totally responsible for all costs associated with the maintenance of the park facilities identified in Exhibits "A" and "B" and for programming, staffing and overseeing of recreational programs at those facilities.

**13. Creation of Park Advisory Committee.** During the Joint Operation Period, the District shall create a Park District Advisory Committee which shall consist of five (5) members to be appointed as follows:

- A. The Beavercreek City Manager or their designee;
- B. The Beavercreek Township Administrator or their designee;
- C. One (1) resident of the City of Beavercreek designated by the Beavercreek City Council;
- D. One (1) resident of the unincorporated area of Beavercreek Township designated by the Board of Trustees of Beavercreek Township;
- E. One (1) resident of either the incorporated or unincorporated area of Beavercreek Township designated by Beavercreek Township Park District Board of Commissioners;

Each person shall be appointed for a period of two (2) years. The Park District Advisory Committee is to recommend programs, procedures, capital improvement projects, land acquisitions, review annual budget, review and recommend Park District Commissioner candidates and bylaws for the operation of the District. Any such recommendation shall not be binding upon the District. After a total of ten (10) years from the date of the establishment of the Park District Advisory Committee, the District Board of Commissioners may dissolve said Committee.

### **PHASE 3 - FULL OPERATION PERIOD**

**14. Purpose.** During the Full Operation Period, the District shall be totally responsible for the programming, staffing and overseeing of recreational programs at the facilities identified in Exhibits "A" & "B" and for the maintenance and upkeep of those facilities.

**15. Start Date.** The Full Operation Period shall commence upon the conclusion of the Joint Operation Period on January 1, 2019 and terminate upon the termination of this Agreement.

**16. Park District Services.** During this Full Operation Period, the District, with advice from the Advisory Committee, shall provide for services, programs and staffing as may be determined to be prudent by the District's Board of Commissioners so as to provide the entire Beavercreek community with quality recreational programs and facilities.

### **GENERAL PROVISIONS**

**17. Existing Operating Leases/Agreements.** It is the intent of the District to honor all existing agreements and leases to which the City and Township are parties which relate to the operation of the park facilities identified

in Exhibits "A" and "B". The City and Township agree to provide the Park District with a current list of any such agreements and leases within thirty (30) days of any written request from the District for such information.

**18. Capital Improvements Undertaken Under This Agreement.** Any permanent fixed assets installed by the District at any of the recreational facilities identified in Exhibits "A" & "B" shall be considered the property of the entity owning the facility at which the fixed asset is installed. However, should the facility at which the District has installed any permanent fixed asset be sold, the District shall be paid by the seller an amount equal to the fair market value of the fixed asset at the time of the sale.

**19. Capital Improvements Prior to This Agreement.** The parties hereby acknowledge that certain capital improvements and fixed assets have previously been purchased by either the Township and/or the City. These certain improvements or fixed assets are listed in Exhibit "D" and shall be deemed to be solely owned by the entity whose name appears opposite the description of the improvement or equipment.

**20. Insurance.** During the term of this Agreement, the City and the Township shall each maintain liability insurance in amounts which they each deem to be appropriate insuring their respective interests. The District shall likewise maintain liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) designating the City and Township as additional insureds.

**21. Effective Date.** This Agreement shall become effective the day on which it is last approved by either the City, Township or District.

**22. Term of Agreement.** This Agreement shall commence on \_\_\_\_\_, 2017 and shall terminate on December 31, 2027 unless terminated earlier in accordance with the terms of this Agreement. At the expiration of this initial term, this Agreement shall extend for a fifteen (15) year term excepting that during the last sixty (60) days of the first ten (10) year term, any party may seek to renegotiate the terms of this Agreement. If the parties are unable to renegotiate the Agreement, the fifteen (15) year term will automatically commence subject to the right of any party to give notice of termination as herein provided.

**23. Termination of Agreement.** This Agreement may be terminated upon the agreement of all three parties at any time. If the tax levy referenced in Paragraph 1 of this Agreement should fail, the Agreement will terminate automatically on the date the Board of Elections for Greene County, Ohio certifies the result of the election. If, subsequent to the passage of the levy referenced in Paragraph 1 of this Agreement, should any levies submitted to the electors by the District fail prior to January 1, 2028, either the City, Township or District may terminate this Agreement upon giving written notification to the other parties

within twelve (12) months following the date of any election at which a subsequent park district levy is not approved by the electors.

- A. **Termination.** If this Agreement is terminated during the Interim or Joint Operation Periods, the City and the Township will each be responsible for all costs and expenses associated with the operation and maintenance of their facilities up to the date of termination. If this Agreement is terminated during the Full Operation Period, the District shall be solely responsible for all costs and expenses associated with the operation and maintenance of the facilities identified in Exhibits "A" and "B"
- B. **Asset Distribution.** If this Agreement should be terminated, all leases in existence as a result of paragraph 12 of this Agreement shall terminate. If within five (5) years of the date of the termination of this Agreement, should the City or Township sell any park facility identified in Exhibits "A" & "B" upon which any capital improvements may have been made during the term of this Agreement, the entity which expended public funds to make any such capital improvement shall be reimbursed. The reimbursement amount shall be based upon the fair market value at the time of sale. If the entities cannot agree upon the amount of reimbursement, the issue is to be submitted to the presiding judge of the Common Pleas Court of Greene County, Ohio for adjudication without the filing of a Complaint. The court's decision shall be binding upon all parties. If the entity does not exercise its option to seek reimbursement, the owner may dispose of said capital improvements or fixed assets without restriction.

**24. Official Notice.** Any notice required or permitted to be given to any party to this Agreement under the provisions of the Agreement shall be deemed given on the date of the postmark of certified mail. If hand-delivered, such notice shall be deemed given when dated and signed by an authorized representative of the person upon whom service is made.

**25. Grant Applications.** The City and the Township hereby agree that if either party retains ownership of the park facility as maintained and operated by the District, they shall not unreasonably withhold approval of any grant application for funding that is requested by the District.

**26. Governmental Restrictions.** All parties agree that the park facilities identified in Exhibits "A" & "B" shall be owned and operated within the guidelines and restrictions previously imposed by any governmental entities which loaned, gifted or granted funds, equipment or improvements for said park facilities.

**27. Assignment.** This Agreement shall not be assigned or conveyed to any other party without the express written consent of all parties to this Agreement. This Agreement shall be binding and inure to the benefit of all parties or successors and assigns. No amendments or modifications to the Agreement shall be effective unless in writing and signed by the parties. This Agreement may be executed in one or more copies, each of which shall be deemed an original.

**28. Land Acquisition.** The City, Township, and District agree to cooperatively study the acquisition of new parcels of real estate to be used for recreational activities.

**29. Township & City Collection of Park Fees in Lieu of Land.** During the period of this Agreement, if the City or Township is presented with a proposed subdivision resulting in the developer offering land for a potential park or money in lieu of the dedication of such park land, the District is to be given the opportunity to recommend to the City or Township which option is preferable from the District's perspective. Any fee collected in lieu of any park land dedication shall be deposited in a separate fund.

**30. Stop Collection of City Park Levy.** On date of certification from the Board of Elections for Greene County, Ohio that the tax levy referenced in paragraph 1 of this Agreement was approved by a majority of electors; the City of Beavercreek shall notify the County Auditor to stop collection of the City's 0.9 mil Park Levy effective January 1, 2018. During the first quarter of the full operational period (2019), the City will use any remaining fund balance from the City Park Levy to pay for some of the operational expense of the Park District.

**31. City & Township Contribution.** Effective January 1, 2018, upon successful passage of the November 2017 Park Levy, the City and Township agree to contribute to the Park District an amount not to exceed 75% of the 2016 parks general fund budgeted amount for the first six (6) years.

IN WITNESS THEREOF, this Agreement is binding upon execution by all intended parties.

CITY OF BEAVERCREEK, OHIO

\_\_\_\_\_  
Michael A. Cornell, City Manager

\_\_\_\_\_  
Date

BEAVERCREEK TOWNSHIP

\_\_\_\_\_  
Alex Zaharieff, Administrator

\_\_\_\_\_  
Date

BEAVERCREEK PARK DISTRICT

\_\_\_\_\_  
Robert Darden, Chairman

\_\_\_\_\_  
Date

DRAFT