

VILLAGE OF YELLOW SPRINGS, OHIO

RESOLUTION 2024-54

**AUTHORIZING THE VILLAGE MANAGER TO ENTER
INTO A JOINT USE AGREEMENT WITH GLEN HELEN ASSOCIATION**

WHEREAS, the Glen Helen Association (GHA), an Ohio non-profit organization, has received an appropriation in the amount of \$750,000.00 to construct publicly available parking and trails (the “Glen Helen Accessibility Project”) in the Glen Helen Nature Preserve; and

WHEREAS, to establish the right of GHA to make public use of the Property, Section 509.11 of HB 687 requires GHA to enter into a Joint Use Agreement with the Village of Yellow Springs that contains the requirements in HB 687 Section 509.11 (B)(1)-(3),

NOW, THEREFORE, BE IT RESOLVED BY COUNCIL FOR THE VILLAGE OF YELLOW SPRINGS, OHIO THAT:

Section 1. Council hereby endorses the Joint Use Agreement signed by the Village Manager as attached hereto as Exhibit A.

Kevin Stokes, President of Council

Passed: 8-19-2024

Attest: _____
Judy Kintner, Clerk of Council

ROLL CALL:

Stokes __Y__

DeVore Leonard __Y__

Housh __Y__

Brown __Y__

Gustafson __Y__

Exhibit A to Resolution 2024-54

JOINT USE AGREEMENT

This Joint Use Agreement (“Agreement”) is entered into by and between the Village of Yellow Springs, whose address is 105 Dayton Street, Yellow Springs, OH 454387 (“Government Agency”), and the Glen Helen Association, an Ohio nonprofit organization, whose address is 405 Corry Street, Yellow Springs, OH 454387 (“Nonprofit”).

WHEREAS, through HB 687, Nonprofit received an appropriation in the amount of \$750,000.00 (the “Appropriated Funds”); and

WHEREAS, Nonprofit will use these Appropriated Funds for the Glen Helen Accessibility Project (the “Project”); and

WHEREAS, the Appropriated Funds will be used to make improvements and construct facilities on real property owned by Nonprofit (the “Property”); and

WHEREAS, the parties to this Agreement will each have obligations and duties in regard to the Project; and

WHEREAS, to establish the right of Nonprofit to make public use of the Property, Section 509.11 of HB 687 requires Nonprofit to enter into a Joint Use Agreement with Government Agency that contains the requirements in HB 687 Section 509.11 (B)(1)-(3); and

WHEREAS, the Glen Helen Association has demonstrated that the value of the use of the Property is reasonably related to the amount of the Appropriated Funds through the worksheet included in this Agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the parties hereby agree as follows:

Property Owned by Nonprofit: The Property consists of Glen Helen Nature Preserve, located at 405 Corry Street, Yellow Springs, Ohio. Nonprofit owns the Property through its disregarded entity, GHA Glen Operations LLC.

Use of Property by Government Agency. The Property will be used to erect publicly accessible parking and trails.

1. The State of Ohio shall be reimbursed should the Government Agency's right to use the Property be terminated by Nonprofit prior to the expiration of the term of this Agreement, calculated by dividing the Appropriated Funds by 15 and multiplying that sum by 15 less the number of full years the acquired or improved property has been used by the Government Agency.
2. **Use of funds.** The Appropriated Funds shall be used as described in HB 687 and shall be used only for capital improvements and not operating costs. Any Appropriated Funds that are not spent shall be returned in full to the State of Ohio.
3. **Insurance for Nonprofit's Property.** Nonprofit agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, general liability insurance against any and all claims for injuries to persons or damage to property occurring or arising out of any use of the Property contemplated herein. Nonprofit shall also procure, and continue in force, casualty insurance, insuring against all risks of loss or damage to the Property and the improvements made thereto under the Project.
4. **Indemnification.** Nonprofit shall indemnify and hold Government Agency harmless from all liability for construction, operation and maintenance costs of the Project.
5. **Compliance with Federal, State and Local Laws.** Nonprofit shall comply with all applicable federal, state and local laws as well as state administrative regulations relating to the capital improvement process, including construction, bidding and ethics laws and regulations.
6. **Competitive Bidding.** Nonprofit will follow competitive bidding procedures to include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
7. **Term.** The term of this Agreement shall be coextensive with the grant agreement between the Ohio Department of Natural Resources ("ODNR") and Nonprofit relating to the Appropriated Funds and Project.
8. **Amendments.** Any amendments to this Joint Use Agreement require must be approved by ODNR before any amendment takes effect.

GOVERNMENT AGENCY

NONPROFIT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____