

# CHAPTER 9: FUTURE LAND USE



## **FUTURE LAND USE PLAN**

The key component of a community's comprehensive plan is its designations of *future* land uses, depicted on a future land use map and described by the comprehensive plan's text and goals, objectives and policies. The Township's vision for its future is derived from analyses of existing land use patterns, natural systems, demographics and population projections, public services/facilities, transportation facilities and traffic patterns, housing issues and infrastructure discussed throughout the comprehensive plan. The comprehensive plan should guide the Township's decision-making for the future growth, development and redevelopment when issues such as development proposals, zoning map and text amendments or any other planning and development concerns arise. Decisions that conflict with the future land use map could undermine the community's long-term goals, objectives and policies and should be avoided.

To create a land use plan, you must first consider existing land uses. As established in the inventory section of this plan, Champion Township is primarily a residential community with a well-established commercial district located along the southern part of State Route 45 from the Warren Outer Belt to Champion Avenue in the central portion of the Township. The outlying areas of the Township are primarily low-density residential, agricultural, woodland and protected areas. The majority of these more rural areas are also particularly wet. Public roads are typically paved without curbs and gutters. Most of the local road network is designed to support very low-density rural levels of development. Mahoning Avenue (State Route 45) has a mixture of land uses that include single-family residential, commercial retail and service related establishments, government and public facilities. With this in mind, the Future Land Use Map (Map 9-1) and Future Land Use Table (Table 9-1) identify and explain the proportion of land designated to each future land use category. The following text further explains the ideal future land use scenario for the Township.

Map 9-1 Future Land Use

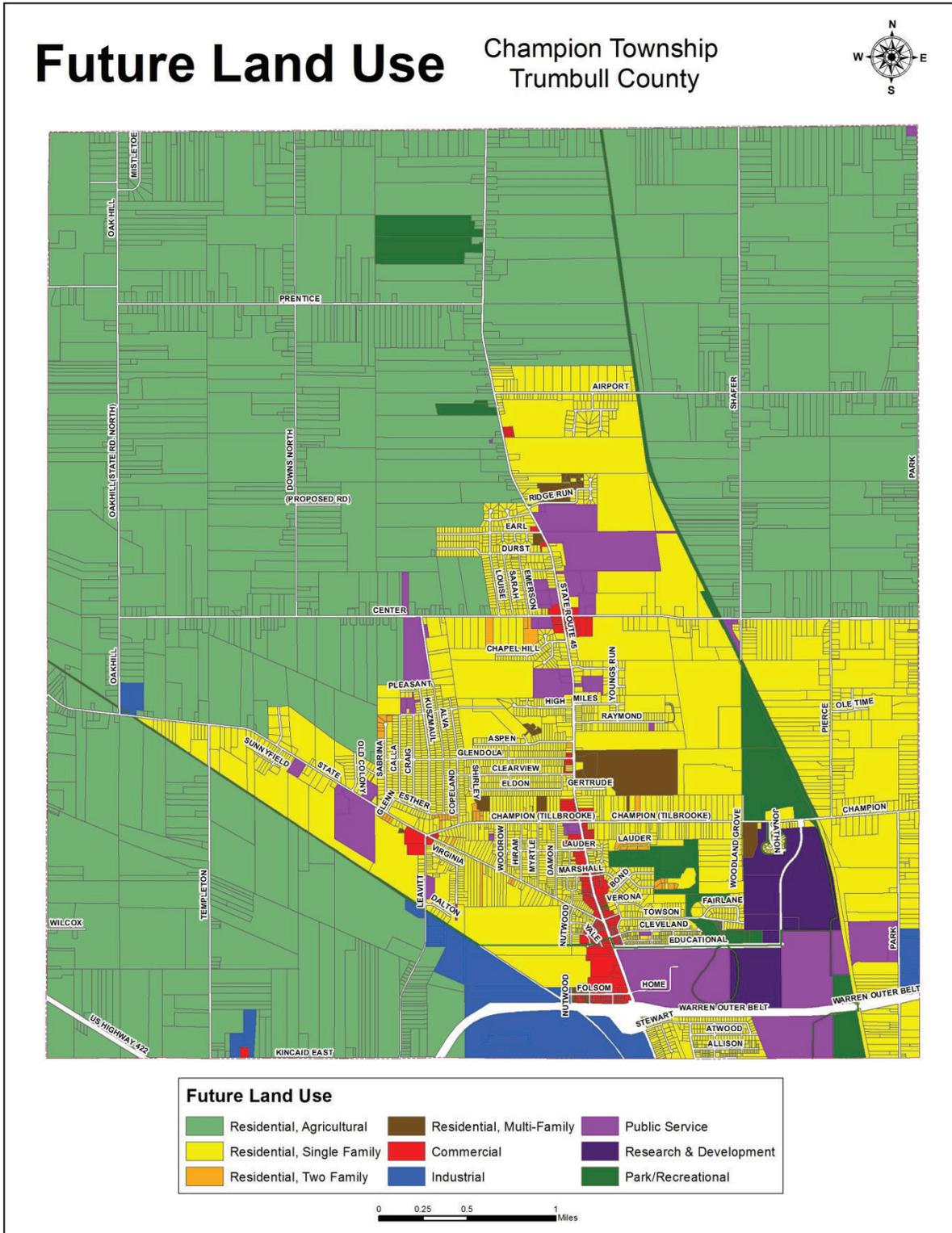


Table 9-1 *Future Land Uses*

<i>Future Land Use</i>			
<i>Land Use Category</i>	<i>Parcels</i>	<i>Acres</i>	<i>% of Total Acres</i>
<i>Residential, Agricultural</i>	1,202	10,320	64%
<i>Residential, Single Family</i>	3,353	3,753	23%
<i>Residential, Two Family</i>	48	42	<1%
<i>Residential, Multi-Family</i>	34	129	1%
<i>Commercial</i>	210	130	1%
<i>Industrial</i>	34	321	2%
<i>Public Service</i>	52	618	4%
<i>Park/Recreational</i>	66	417	3%
<i>Research &amp; Development</i>	7	231	1%
<i>Railroad</i>	2	9	<1%
<b><i>Total</i></b>	<b>5,008</b>	<b>15,970</b>	<b>100%</b>

The **Residential, Agricultural** classification accounts for approximately 10,320 acres on 1,202 parcels on the Future Land Use map. This accounts for about 64% of the total acreage of all the parcels in the Township. This land use classification is characterized by detached, low-to-moderate density, single-family houses and expansive open space suitable for farming. Areas so designated include single family residential uses on lots 1.5 acres or greater. The land in this category encompasses the southwest, northwest and northeast sectors of the Township. These areas are the most undeveloped as well as the wettest places in the Township. These areas are also located the furthest from urban utilities that serve the south-central portion of Champion. Single-family residential development will continue, but must be on larger acreage lots along existing roads. The larger lots are required due to the inability of the soil to accommodate household sewage disposal systems. Township and county officials should work to protect and preserve farmland that is part of the broader agricultural district and an important component of Trumbull County's economy. Related to agricultural protection is the preservation of historic, cultural and scenic resources which fulfills several balanced growth objectives, including increased economic development, property values, tourism and employment opportunities.

**Residential, Single Family** uses are the second most predominant land use on the Champion Future Land Use Map. This classification includes areas characterized by detached, moderate to high density, single-family houses on lots less than 1.5 acres in area. There are 3,753 acres devoted to this classification on 3,353 parcels. Single-family parcels occupy about 23% of the Township as shown on the Future Land Use Map. The majority of this classification can be found where there are utilities already or utilities can be easily extended. Smaller lots and higher densities are possible due to the presence of utilities.

**Residential, Two Family** uses account for less than one percent of the land on the Future Land Use map. Forty eight parcels, totaling 42 acres, are designated for this use. The total area designated for this use decreases slightly on the Future Land Use Map. Two-family structures currently in areas that are incompatible with this use were not shown on the map and areas that are conducive to additional two-family structures were added.

**Residential, Multi Family** is limited to 129 acres on 34 parcels. One percent of the land in the Township is designated with this classification. Multi-family areas are characterized by three family houses or greater, low-rise and high-rise apartments. Like the two-family classification, the Future Land Use Map does not indicate much of a change in the total amount of these types of dwellings in the Township. However, the locations were carefully considered to reflect areas where this type housing makes the most sense.

**Commercial** parcels occupy approximately 130 acres on 210 parcels on the Future Land Use Map. This is approximately 1% of the total acreage in Champion Township and amount of commercial land stays about the same when compared to the existing land uses. Commercial areas are characterized by medical, professional, retail, financial, administrative, wholesale, service, distribution, storage, processing, entertainment, independent parking or a combination of such activities. Some small areas of expansion possible for commercial include the intersection of SR 45 and SR 305 and various logical infill areas along the southern half of Mahoning Avenue.

**Industrial** parcels account for 321 acres of land on 34 parcels or 2% of the total acreage of Champion Township on the Future Land Use Map. Industrial areas are characterized by business support services, warehouses, distribution, manufacturing and processing or a combination of such activities. When compared with the existing land use, the Future Land Use Map depicts a reduction in industrial uses by 2%. The majority of the reduction of land for industrial uses comes from the removal of vacant industrial land in the southwestern part of the Township. Current industrial uses remain and areas of potential industrial expansion are pulled closer to the transportation network.

**Public Service** includes areas characterized by schools, fire stations, libraries, governmental buildings, museums, hospitals, churches, water and sewage treatment facilities or public utility structures. For Champions future land use, there are 618 acres on 52 parcels devoted to these uses. This is approximately 4% of the land in Champion. This isn't much change from the current amount of land devoted to this use; however, there are areas on Technology Parkway that are currently public service uses but are better suited for research & development uses.

**Research & Development** are areas characterized by research, training and light manufacturing uses which do not produce high levels of noise, vibration, dust, smoke or pollution and do not include outdoor storage. Seven parcels, 231 acres or about 1% of this classification is allotted for on the Future Land Use Map. All 231 acres are located on Research Parkway and Educational Parkway where there are resources and infrastructure that make this section of the Township perfect for this type of development.

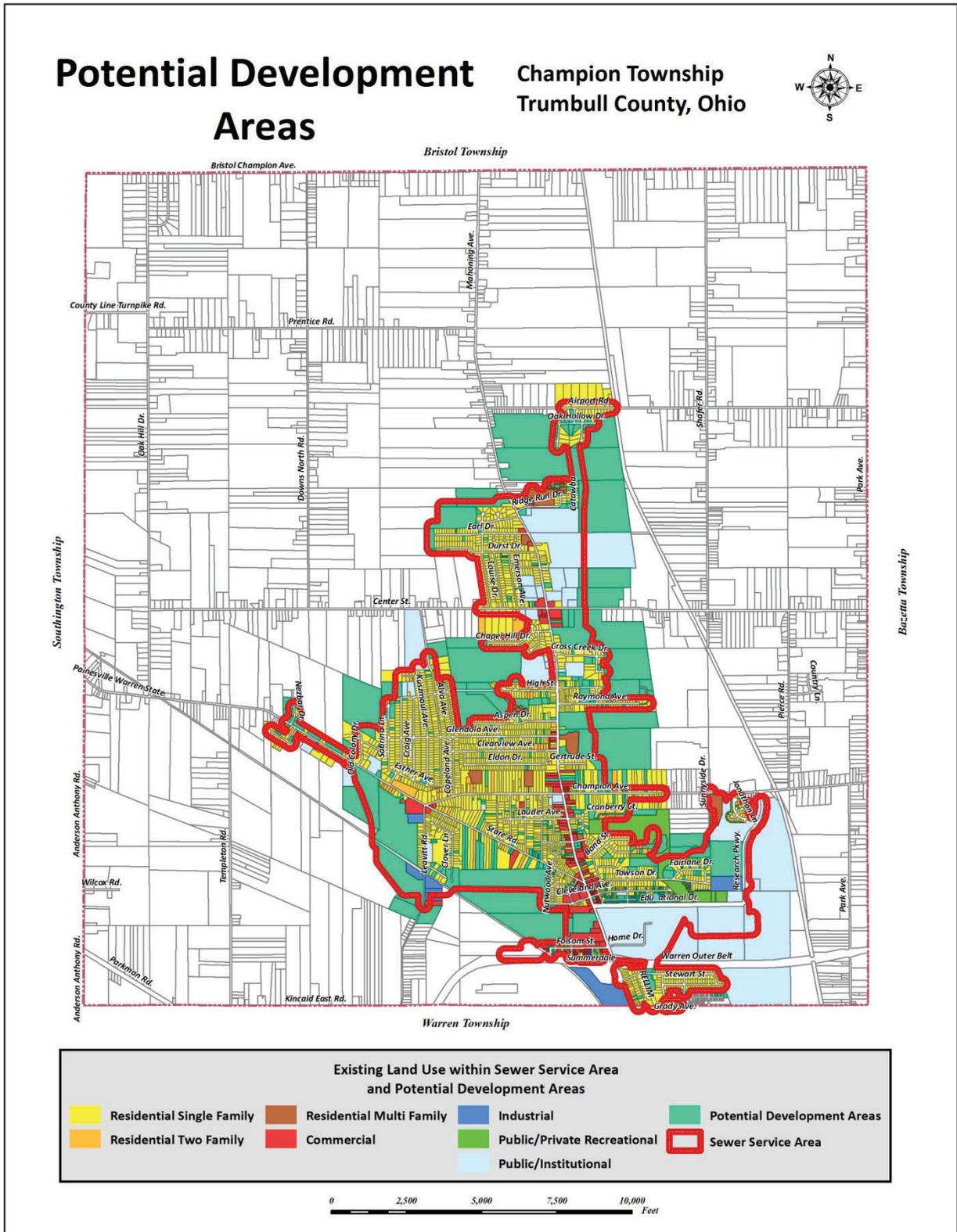
**Park/Recreational** are areas characterized by parks, playgrounds, recreation centers, stadiums, golf courses, trails, land reserved for outdoor space or a combination of such activities. There are 417 acres devoted to this land use on the Future Land Use Map. These 66 parcels occupy about 3% of the area of the Township. The approximate additional length of the Western Reserve Greenway Trail added since 2001 is approximately 2.1 miles. This 2.1 mile section travels on easements over property owned by others so the acreage of this section, which is about 7.6, is not reflected in the total acreage of the Park/Recreational uses category. The #7 Geauga County-West Farmington-Warren Trail, if completed, will contribute several additional miles of trail to the community also. Portions of this trail will follow abandoned rail easements while other sections will traverse other land uses. Acreage for sections of this trail that are likely to be coterminous with the abandoned rail right of way are included in the total for this category. Other sections are not included in the Park/Recreational totals due to the likelihood of the trail using easements and traveling along existing streets if it is constructed.

### **Potential Development Areas**

There are approximately 3,792 acres of land within or partially within the sanitary sewer service area and 12,178 acres outside the service area. The acreage within the service area includes developed lots currently serviced with sanitary sewer and those which have access to sanitary sewer including smaller vacant parcels located along existing roads and those within existing subdivisions and larger vacant parcels that have the potential for future development as shown on Map 9-2, Potential Development Areas. To most effectively mitigate urban sprawl, future development is best considered, first, in the areas indicated on the map.

The larger vacant agricultural parcels provide the potential for major residential subdivisions where sanitary sewer and water service is readily available. Residential development of vacant lands within the sewer service area may be in the form of a conventional subdivision which tends to spread development evenly throughout a parcel or other types of development alternatives such as Conservation Subdivisions, Planned Unit Developments and Condominium Developments, which are further explained in the Plan Implementation section of the this plan. Residential development outside of the service area should consist primarily of larger individual lots subdivided from larger tracts of land along existing roads serviced with individual sewage disposal systems.

Map 9-2 Potential Development Areas



## Land Use Goals, Objectives & Policies

### Land Use Goal:

Promote the public health, safety and welfare through land use decision-making that achieves and maintains a high quality living environment with a well-planned, well-timed and well-placed mix of land uses.

**Objective LU1:** Take into consideration the following land use classifications in Champion Township for the purpose of managing growth: Residential, Agricultural; Residential, Single Family; Residential, Two Family; Residential, Multi-Family; Commercial; Industrial; Public Service; Research & Development; and Park/Recreational. Make uses of land consistent with these Future Land Use classifications as they are portrayed on the Champion Township Future Land Use Map.

### Policy LU1.1:

Apply the Future Land Use Map in conjunction with the policies of this element and other elements of this Plan. Future Land Use designations are intended to: a.) coordinate land use with the natural environment, including soils, topography, and other resources; b.) appropriately mix and distribute residential, commercial, industrial, recreation, public and preservation land uses; and c.) encourage an efficient pattern of development and discourage urban sprawl.

**Objective LU2:** Preserve areas for agricultural uses in order to maintain the agricultural heritage and economy of the Township as well as to discourage urban sprawl.

### Policy LU2.1:

Include one category accommodating agricultural uses, as follows:

#### Residential, Agricultural

This area is characterized by detached, low to moderate density single family houses, on lots 1.5 acres or larger, and expansive open space suitable for farming. This is land that is most suitable for cultivation of crops, the raising of livestock, or other types of related bona fide farm uses. This classification includes those areas which are and will continue to be used primarily for agricultural pursuits and held in reserve for future development. Residential development should be limited to low and moderate density housing.

### Policy LU2.2:

Encourage farmers throughout the Township to place their land in Agricultural Districts. A low percentage of agricultural lands within the Township enrolled in the CAUV program are also designated as an Agricultural District. This designation contributes an extra level of protection to the land and the daily agricultural-related activities that surround it. This is the only tool available in which the individual farmer initiates the process to protect agriculture in the township. The responsibility falls on the individual to protect the industry. If agriculture is to remain a viable and productive economic activity in our Trumbull County, this is a tool that should be utilized by all individuals participating within the industry.

Policy LU2.3:

Explore the receptiveness of Agricultural Protective Zoning. Agricultural Protective Zoning exists as a tool to ensure that the rural character of the Township remains. By the nature of the zoning process, a majority of the residents of the Township proposing the designation would have to approve the zoning change. Due to this fact, only those Townships which self-determine the importance of farming in the Township could enact Agricultural Protective Zoning. Agricultural Protective Zoning, like Agricultural Districts, is a second method to protect the future presence of agriculture with little to no initial public outlay or costs.

**Objective LU3:** Provide for residential land uses with a variety of densities and housing types to meet the needs and desires of a range of family sizes, age groups and income levels, and to accommodate different needs and desires of the population.

Policy LU3.1:

Residential land uses include four sub-categories:

Residential, Agricultural:

This area is characterized by detached, low to moderate density single family houses, on lots 1.5 acres or larger, and expansive open space suitable for farming.

Residential, Single Family:

This area is characterized by detached, moderate to high density, single-family houses on lots smaller than 1.5 acres.

Residential, Two-Family:

Includes areas characterized by the presence of two-family houses.

Residential, Multi-Family:

These are areas characterized by three-family houses or greater, low-rise and high-rise apartments.

Policy LU3.2

The density of development proposed for undeveloped land should be based on considerations such as: (a) the density of adjacent developed areas for which the undeveloped land would be a logical extension; (b) access to major transportation facilities; (c) the nature of adjacent activities; (d) residential development in rural areas should be designed to maintain existing rural character of open space and the appearance of low density and (e) proximity to public utilities.

Policy LU3.3:

Provide for low density and rural-character residential development in areas where urban services such as public water and sewer services cannot economically be provided and are not anticipated to be provided within the planning period.

Policy LU3.4:

Encourage revitalization, redevelopment and rehabilitation of residential uses.

**Objective LU4:** Encourage the location and design of facilities providing goods and services to serve the unique needs and desires of different types of consumers.

Policy LU4.1:

Use one category for commercial land use, as follows:

**Commercial:**

Commercial areas are characterized by medical, professional, retail, financial, administrative, wholesale, service, distribution, storage, processing, entertainment, independent parking or a combination of such activities.

Policy LU4.2:

Encourage the provision of centers for goods and services that are conveniently accessible to the population and in a variety to serve the unique needs and desires of different types of consumers, such as: commercial areas oriented to serving immediately surrounding residents with daily convenience needs, commercial areas intended to serve the transient public, and commercial centers offering both convenience and comparison goods and services to customers from a large service area.

Policy LU4.3:

Ensure that new or redeveloped facilities providing goods and services have adequate off-street parking facilities, reasonable control of ingress and egress, landscaping, reasonable separation of vehicular and pedestrian traffic, and similar amenities. Encourage such facilities to be located and designed to minimize any adverse environmental effects.

Policy LU4.4:

Locate proposed commercial uses on the basis of: (a) adequate service population according to population distribution; (b) access via good transportation facilities; and (c) relationship to surrounding areas.

Policy LU4.5:

Discourage undesirable characteristics of sprawl such as spot and strip commercial development.

Policy LU4.6:

Permit commercial development in rural settings at a scale and location consistent with the population and area it serves.

**Objective LU5:** Pursue industrial employment that provides a variety of opportunities for various segments of the labor force and their skills.

Policy LU5.1:

Use one category for industrial land uses, as follows:

**Industrial**

Industrial areas are characterized by business support services, warehouses, distribution, manufacturing and processing or a combination of such activities. Industrial activities can create

unappealing visual effects, noise or smells and therefore should be separated from residential or retail business areas; however, non-retail commercial uses are permissible in this classification. Industrial development shall not exceed a floor area ratio of 0.5, and shall not exceed impervious lot coverage of 60%. Industrial development shall meet all applicable local and state regulations.

Policy LU5.2:

Attract the types of employment that appear to have the greatest potential for success in this region and are least susceptible to fluctuations in the economy, according to the most current economic studies.

Policy LU5.3:

Provide for an adequate amount land for the location of industrial uses to meet anticipated industrial employment needs.

Policy LU5.4:

Locate areas planned for employment centers so as to shorten the work trip from residential areas and reduce energy consumption.

Policy LU5.5:

In considering the development of employment centers, give priority to land that exhibits the following characteristics: (a) good access to major transportation facilities; (b) good proximity to employment sources; (c) relatively flat land; and (d) a full range of urban services.

**Objective LU6:** Allow for the appropriate amount of public service area in the Township to meet the needs of Township residents and regional travelers. Provide for conveniently located public facilities such as schools, government offices, libraries and other governmental uses.

Policy LU6.1:

Include one category in the public service use classification, as follows:

**Public Service:**

Public Service areas characterized by schools, fire stations, libraries, government buildings, museums, hospitals, churches, water and sewage treatment facilities or public utility structures.

Policy LU6.2:

Make public uses accessible by multiple modes of transportation whenever possible and accommodate sidewalks, bicycle access, public transit access and automobile access.

Policy LU6.3:

Except for conservation areas, locate public uses where development exists or where new development is anticipated. In areas where intensive development patterns are not established or planned, do not locate public uses other than conservation areas.

**Objective LU7:** Provide an opportunity for research and development-type businesses and activities in the Township to continue to grow and attract like institutions

Policy LU7.1:

Accommodate research and development needs with one category, as follows:

Research & Development:

Research & Development areas are characterized by research and light manufacturing uses which do not produce high levels of noise, vibration, dust, smoke or pollution and do not include outdoor storage.

Policy LU7.2:

Attract the types of employment that appear to have the greatest potential for success in this region and are least susceptible to fluctuations in the economy, according to the most current economic studies.

Policy LU7.3:

Locate areas planned for employment centers so as to shorten the work trip from residential areas and reduce energy consumption.

Policy LU7.4:

In considering the development of employment centers, give priority to land that exhibits the following characteristics: (a) good access to major transportation facilities; (b) good proximity to employment sources; (c) relatively flat land; and (d) a full range of urban services.

**Objective LU8:** Make public recreational facilities and programs available that are conveniently located and accessible to the population.

Policy LU8.1

Accommodate recreational uses in the one category, as follows:

Park/Recreational

Park/Recreational areas are characterized by parks, playgrounds, recreation centers, stadiums, golf courses, trails, land reserved for outdoor space or a combination of such activities. Areas so designated should consist of public and semi-public recreational land use including active and passive recreation.

Policy LU8.2

When considering the location and design of recreation and open space facilities, allow for both region-oriented spaces, containing a variety of active and passive recreation pursuits, and neighborhood-oriented spaces, primarily aimed at satisfying the day-to-day desires and needs of immediately surrounding residents.

Policy LU8.3

Evaluate potential recreational areas to ensure the most efficient and reasonable utilization of the area's physical resources and that any short-term uses of the environment will be to the long-range benefit of all.

Policy LU8.4

Encourage appropriate authorities and private developers to incorporate designs for recreational facilities into the early stages of land development projects.

**Objective LU9:** Establish a balance between development and growth management, maintaining the desired community character.

Policy LU9.1:

Make decisions affecting the development of land consistent with this future land use plan and future land use map.

Policy LU9.2:

Coordinate proposed future land uses with the appropriate soil conditions, topography and the availability of public facilities and services.

Policy LU9.3:

Encourage a variety of land use intensities within established urban service areas.

Policy LU9.4:

Promote compact development patterns and encourage types of development which by their nature incorporate preservation of private or public open space. Common labels include conservation subdivisions, planned residential communities and condominium developments.

Policy LU9.5:

Promote a “Town Center” and implement a unified physical identity for this community asset, providing roadway connectivity, crosswalks and pedestrian access between land uses.

Policy LU9.6:

Encourage density incentives for in-fill cluster housing development on existing undeveloped lots with architectural guidelines to ensure compatibility with the surrounding neighborhood.

Policy LU9.7:

Encourage infill development by providing for:

- a.) The direction of public expenditures to areas of higher intensities and densities of use, thereby encouraging development to locate where public facilities are more readily and more economically available; and/or
- b.) Coordination of uses with county and state transportation facilities to provide adequate levels of service that support higher densities and intensities of development within or adjacent to currently developed areas.

Policy LU9.8:

Work with the Trumbull County Planning Commission to promote innovative land development techniques which mix and distribute land uses that use public facilities in the most efficient manner possible.

Policy LU9.9:

Update development regulations where necessary to be consistent with the adopted Comprehensive Plan. Consider improvements to the Township's land development regulation to promote flexibility in design to manage the impacts of higher density residential development.

Policy LU9.10:

Encourage senior citizen facilities and programs to correlate with the Township's growing senior population.

Policy LU9.11:

Provide "gateway" identity treatment features at appropriate locations (i.e., SR 45 and SR 305).

**Objective LU10:** Establish systems to reduce or eliminate existing land use and zoning districts that are inconsistent with the Land Use Element and Future Land Use Map.

Policy LU10.1:

Ensure that land use existing at the time of adoption of this Comprehensive Plan that is inconsistent with the future land use element or future land use map will not be expanded and that if the use of such development is discontinued for a period of more than two years, that it will not be reestablished.

Policy LU10.2:

As part of the development review process, identify any properties not having legal access to a township, county or state maintained road, or to a privately-owned road constructed to meet engineering standards established for an approved private road and convey this information to the county so that building permits will not be issued. Legal access includes:

1. Direct frontage on the road in accordance with minimum width standards established in local land development regulations.
2. Access by easement, which meets applicable standards, established in local land development regulations and which has been properly recorded in the public records of Champion Township or Trumbull County.

**Objective LU11:** Ensure that suitable land is available for public facilities and utility facilities to support proposed development.

Policy LU11.1:

Work with the Soil and Water Conservation District, the County Planning Commission, the County Sanitary Engineer's Department, the school district, and the County Engineer's Office to ensure that adequate land or facilities are available to meet the needs of new development in the following areas:

- a) Drainage
- b) Storm water management
- c) Parking

- d) Open space
- e) Road right of way
- f) Public utility sites
- g) Schools

Policy L11.2:

Require the set-aside, by dedication or easement, of land suitable to accommodate public utility facilities needed to service a proposed development.

Policy L11.3:

Permit public utilities needed to service existing and future land uses in all future land use classifications.

**Physical Characteristics Goals, Objectives & Policies**

**Physical Characteristics Goal:**

Promote the conservation and protection of natural resources and balance the protection of these natural resources with the need for use and development.

**Objective PC1:** Conserve and protect current and projected water sources for both quality and quantity.

Policy PC1.1:

Educate residents on the Trumbull County Health Department Household Sewage Treatment System (HSTS) requirements.

Policy PC1.2:

Encourage site design plans that protect and improve water quality, including requirements for streets, parking lots, curbs and gutters, subdivision design, setbacks, sidewalks, driveways, rooftop runoff, riparian buffer systems, clearing and grading, landscaping and stormwater outfalls.

Policy PC1.3:

Encourage the use of best management practices for stormwater management - such as maintaining vegetative buffers along streams, lakes and wetlands, instituting erosion control measures for new development and planting native species.

Policy PC1.4:

Work with the Trumbull Soil and Water Conservation District, the Ohio EPA and the Ohio Department of Natural Resources to maintain good water quality in area streams.

Policy PC1.5:

Support other local, state and federal agencies, such as the Trumbull Soil and Water Conservation District and the Natural Resources Conservation Service, as they work with agricultural landowners to use best management practices for pesticides, fertilizers and erosion control to improve water quality.

**Objective PC2:** Provide for the appropriate use, conservation and protection of soils, minerals, wildlife habitat, fisheries, unique native vegetative communities, forests and wetlands.

Policy PC2.1:

Work with appropriate agencies to identify potentially unsuitable soils for development types through the development review process.

Policy PC2.2:

Work with the appropriate agencies to require a development project to demonstrate through geo-technical studies or other means that potential damage to properties will be minimized through appropriate construction techniques.

Policy PC2.3:

Cooperate with the appropriate agencies on the protection of wetlands and their natural functions, including that land should be developed in a manner that minimizes or mitigates adverse effects on wetlands.

Policy PC2.4:

Work with the appropriate agencies to provide for the identification and protection of locally determined environmentally sensitive areas as part of the development review process. Consider the extent to which any development or redevelopment project is proposed to alter the natural functions of such resources and require modifications to the proposed development to ensure the protection, preservation or natural functions of the resource, such as specific setbacks, buffers or clustering of development away from site resources.

Policy PC2.5:

Work with the appropriate agencies to provide for the use of buffers to separate incompatible land uses and to protect natural resources. Buffers should be sized, composed and located based on the proposed land use or development activity and should be consistent with this Comprehensive Plan. Preserve natural vegetative cover in areas designated as buffers, except where drainage ways and access paths are approved to cross the buffer. Supplement buffers only with non-invasive trees, shrubs and ground covers.

Policy PC2.6:

Minimize alterations to the natural function of natural riverine systems except to mitigate activities harmful to their continued natural function and productivity.

**Objective PC3:** Encourage population concentrations to locate away from areas known to flood.

Policy PC3.1:

Work with the appropriate agencies to mitigate or replace infrastructure and development within floodplains or areas with frequent flooding.

Policy PC2.2:

Ensure adequate preservation of floodways and floodplains through the development approval process.

Policy PC3.3:

Work with the appropriate agencies to require that all new development maintain the natural functions of the 100-year floodplain of all blue-line streams so that the long-term environmental and economic impact and recreation value of these areas is maintained. Regulate the use or storage of hazardous materials or wastes within the 100-year floodplain.

**Objective PC4:** Make use of preservation strategies and environmentally sensitive development techniques to provide for appropriate and sufficient open space within proposed public and private developments.

Policy PC4.1:

Work with the appropriate agencies to identify and designate environmentally sensitive lands for protection based on locally determined criteria.

Policy PC4.2:

Work with the appropriate agencies to ensure that development in areas identified with steep slopes is adequately controlled.

Policy PC4.3:

Identify areas for restoration or enhancement of disturbed or degraded natural resources, including riparian areas, wetlands and drainage systems.

Policy PC4.4:

Consider amending the zoning resolution to permit and promote low impact development (use of bio-retention, reducing the amount of clearing and grading, reducing impervious surfaces, using permeable pavement, swales and other alternative approaches to storm water management) and conservation design techniques (clustering homes based on careful attention to unique, scenic, or significant natural features to be protected as open space).

Policy PC4.5:

Work with the appropriate agencies to encourage the design of open space areas to reduce stormwater runoff, using techniques such as landscaping features that support infiltration and water retention, pervious pavers, bio-retention areas or planting boxes.

## **Housing Goals, Objectives & Policies**

### **Housing Characteristics Goal:**

Maintain and improve the condition of the Township's housing stock and plan for housing of appropriate type, size, location and cost with adequate supporting public facilities and services to meet current and future residential needs.

**Objective H1:** Identify, prevent and eliminate substandard housing conditions.

Policy H1.1:

Assess the condition of the Township's existing housing stock.

Policy H1.2:

Pursue public and private funding and technical assistance to improve and maintain housing stock.

**Objective H2:** Conserve standard-condition housing stock and improve the structure and aesthetics of existing housing as needed.

Policy H2.1:

Encourage property owners to make repairs before serious problems develop within the housing stock so that blight and decay of neighborhoods will be minimized, the value of housing and quality of life in the Township will be maintained and investment in residential areas will be maintained or increased.

**Objective H3:** Provide for adequate and affordable housing or housing sites to meet the needs of Township residents.

Policy H3.1:

Identify locations for new development contiguous to existing development and work with developers to encourage efficient use of land.

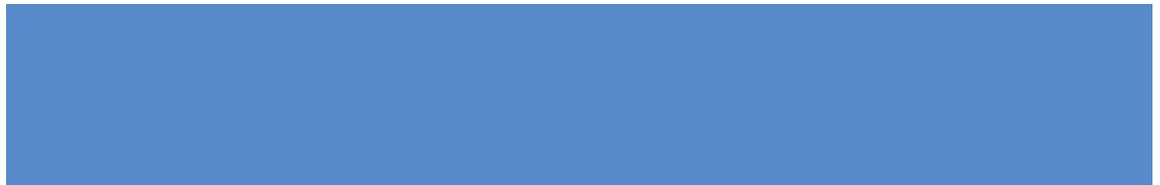
Policy H3.2:

Support principles and criteria to guide the location of housing for seniors and low-and-moderate-income households that includes assisted living, nursing home facilities and group homes.

Policy H3.3:

Diversify the housing type in the township beyond the single-family, detached home to meet the varying needs of the community.

# CHAPTER 10: TRANSPORTATION PLAN



## TRANSPORTATION PLAN

The recommendations contained in this section are derived from data from several sources as found in the inventory section of this plan. Specifically, these sources include the staff visits to the Township, feedback from Champion Township department heads, the Ohio Department of Transportation (ODOT), Eastgate Regional Council of Governments, the Champion Township community survey results, the U.S. Census, the Champion Township 2001 Comprehensive Plan and various location and geological maps. This data and other information were analyzed in conjunction with good planning principles and practices to anticipate the transportation demands of the future.

### Transportation Development Issues, Assets and Limitations

There are approximately 17 miles of State Routes, 22 miles of County Roads, 43 miles of Township Roads and .7 miles of U.S. Highways located within Champion Township. There are approximately one mile each of private drives and highway ramps. The certified township road mileage reported to the Ohio Department of Transportation is 40.908 miles. The Township is responsible for maintaining 41.133 miles of roadway. Since the 2001 comprehensive plan, traffic volumes have decreased throughout the Township, with the exception of Educational Highway, and this is indicative of the general trend of a declining, aging population. This does not mean that there are not improvements that should be made. There are still problem areas for congestion and traffic, and any new developments planned for the future will cause changes that the road network will have to accommodate. Several stretches of road and intersections in Champion are identified as high crash areas by Eastgate. High-accident stretches of roadway include State Route 45 north of Prentice Road to the Township limits at Bristol Champion Townline Road; State Route 305, east of State Route 45; State Route 45 between Educational Parkway and the Warren Bypass and State Route 5/82, east of State Route 45 to the Township line at Park Avenue. High-accident intersections in the Township include the Warren Bypass and State Route 45, State Route 45 and Educational Parkway, State Route 45 and State Road, State Route 45 and Champion Avenue and State Route 45 and State Route 305. Below is a list of the issues, assets, and limitations for this roadway network as the Township looks toward the future:

- The overall physical condition of the road network in Champion is good
- High number of accidents in several locations
- Congestion around Educational Parkway
- Some improvements made since the 2001 plan
- Nearly non-existent sidewalk network
- Declining, but still substantial traffic counts on Mahoning Avenue
- Declining/aging population
- 80+ acre site for new development
- Activity node at Educational Parkway and Research Parkway with increased traffic
- Lack of public transportation options
- Under funded/staffed Road Department
- Lack of an attractive “gateway” into the Township
- Areas along Mahoning Avenue that could benefit from left turn lanes

## **Completed Projects Since 2001**

Champion has made progress in improving its roadway network in the years since the last comprehensive plan was completed in 2001. The biggest projects in the 2001 Champion plan to be completed in the intervening 14 years include the widening of State Route 45 from the bypass to north of State Road and the inclusion of a dedicated left turn lane for traffic on State Route 45 turning onto State Road. In 2014 there were two Transportation Improvement Projects completed: resurfacing of Park Avenue south of Champion Avenue and completion of Phase III (2.1 miles of trail from Champion Avenue south to the Township limits) of the Western Reserve Greenway.

## **Recommendations**

### **Warren Bypass 5/82 Connection Found in the 2001 Plan**

Despite reduced traffic volume and population in the Township, several of the remaining recommendations presented in the 2001 plan are still relevant. Most notably is the recommendation to connect the Kent State Trumbull area to the bypass interchange on Larchmont Avenue by way of Perkins-Jones Road. This would provide another access point to the bypass and eliminate some of the congestion and accidents on State Route 45 that are caused by vehicles originating or destined for the vicinity of Kent State Trumbull. Access to the bypass is currently only accomplished through this one route via State Route 45. Since this facility serves a regional population, highway access is imperative. Also, the recommendation of an additional left-turn lane on Educational Parkway for vehicles heading south on State Route 45 is still a valid consideration as this road has seen the only significant increase in traffic in the Township in recent years. Since this area is poised to be an area for businesses to locate both of these improvements would make it more attractive for additional development.

### **Recommended Additional Projects**

There are a few locations that would really benefit from the installation of left turn signals on Mahoning Avenue (45). The intersection of Mahoning Avenue and Champion Avenue lacks left turn lanes for cars moving from Mahoning to Champion. The intersection of Mahoning Avenue and State Route 305, further north, is an Eastgate identified high accident intersection and would also benefit from turn lane. Finally, on Mahoning Avenue in front of the high school, traffic is heavy just before and after school. The addition of a turn lane at this location would offer considerable benefits for both efficiency and safety for the people coming and going from the school campus. Also, with the potential development that may occur at this location, conditions will only worsen in the future.

Alternative transportation options are very limited in the Township. The sidewalk network is very sparse and there are no public transit options. The urbanized southern part of the Township has the potential to be walkable in certain areas, especially along Mahoning Avenue in the business district and some of the denser neighborhoods found in the southern part of the Township. Future development should make walkability a priority. Sidewalks are shown on map 10-1 extending along Mahoning Avenue from north of the high school to Home Drive by Kent State Trumbull.

The Champion Township Road Department is responsible for a lot. The department maintains the roadway network well considering the limited resources with which they have to work but they can only repave one mile of road per year. This will eventually catch up with the Township, leaving some roads in disrepair. Another consideration for the road department, gleaned from conversations with the superintendent, include the need for more space to operate out of. The department is open to moving to an area where they can hide their slag piles and utilize more space. Another viable solution for the road department would be to use all of the space at their current location after the other departments have moved to other, more logical, locations.

Consideration of appearance improvements along roadways should be given in future projects. Landscaping, signage, lighting and utility aesthetics convey a message of a certain level of cleanliness, order and safety in a community. Particular attention should be paid to Champion Township's "front door", the intersection of SR 45 and SR 5, with an average daily traffic count of 18,000 vehicles in 2013. Another important location would include the strip along SR 45, from the high school property to the SR 305 intersection.



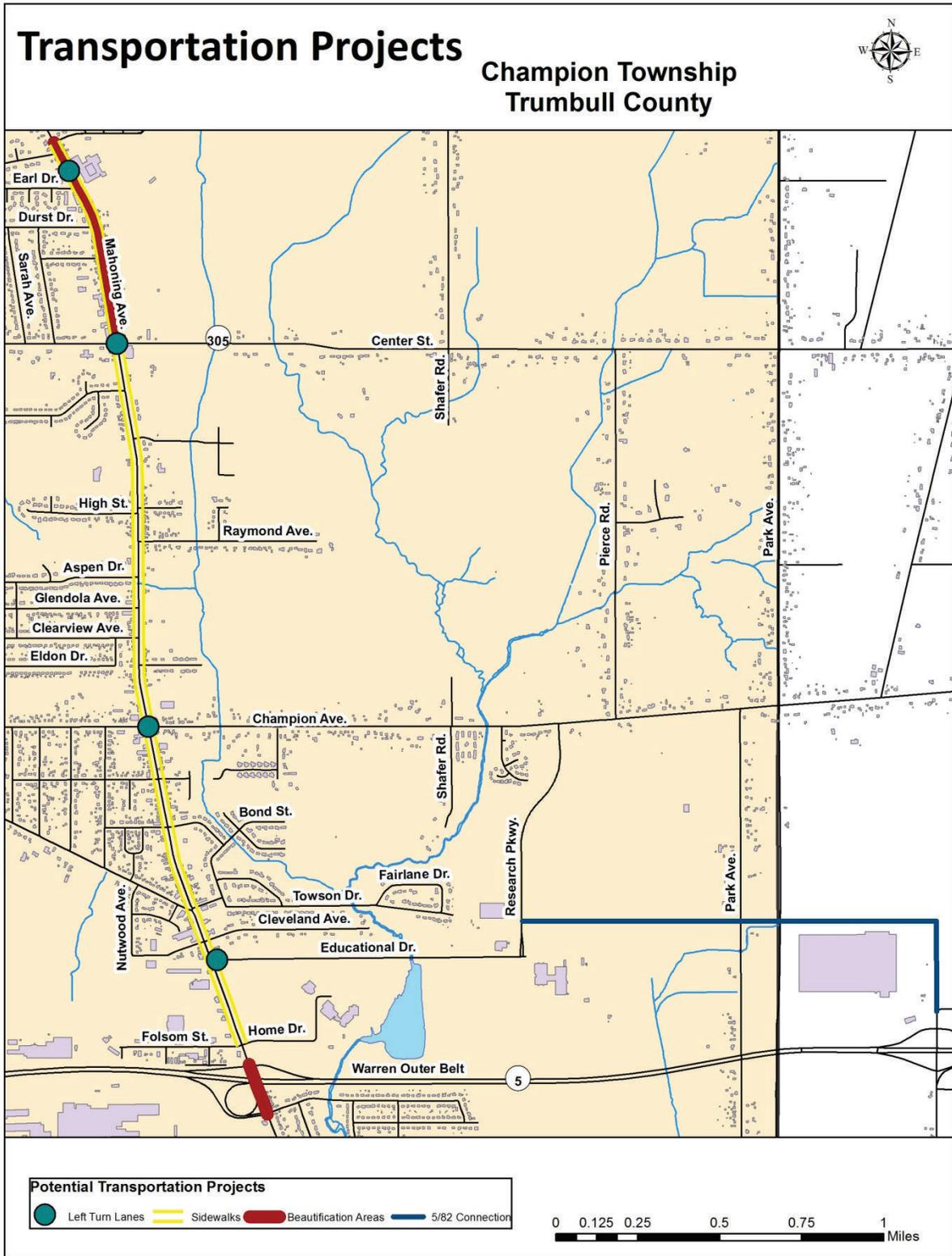
### **Access Management**

Access Management is a program to avoid a proliferation of poorly located and closely spaced driveways, intersections and traffic signals to balance the competing demands for traffic mobility and land access. Standards are set for managing the frequency, location, and design of driveways, intersections, signals, medians, turn lanes, and other features are typically based on the functional classification of the road - more restrictive on the higher classes, less restrictive on the lower. The goal of Access Management is to protect the safety, capacity and traffic flow on the highway system while providing access to adjacent property as appropriate and necessary.

Poorly located and/or closely spaced driveways and intersections degrade the capacity of the roadway and result in more traffic crashes. The practice of Access Management brings a balance of mobility, safety and access to adjacent properties. The benefits of Access Management have been well documented and are reflected in the Transportation Research Board's Access Management Manual, and ODOT's State Highway Access Manual.

An Access Management policy is not established to discourage development, but is rather devised to encourage safe and planned access to developments so the roadways will better serve businesses wanting to locate along roadways. Both motorists and businesses benefit from Access Management. Motorists will have fewer traffic conflicts and accidents, less congestion and improved travel time. Businesses will experience increased market areas because of improved travel times and their business locations will remain attractive and easily accessible to customers.

Map 10-1 Potential Transportation Projects



## General Concepts for Goals and Policies

- Transportation improvements will focus on road and bridge maintenance and the gradual upgrading of non-standard roads
- Reduce traffic hazards by reducing spot and strip commercial development (all of SR 45)
- Improve traffic circulation patterns in the most congested areas
- Access Management should be adopted to reduce traffic hazards generated by spot and strip commercial development
- Sidewalks and/or pedestrian pathways will be incorporated when possible
- Establish bicycle and pedestrian facility connections that provide local access to activity centers and/or other public places, especially on Mahoning Avenue along the business district
- Improve access to and from Kent State Trumbull, Trumbull County Technical College and other businesses located along Technology Parkway
- Reduce the number of accidents occurring throughout the Township, give extra consideration to routes with particularly high accident rates as indicated by Eastgate
- Improve major intersections at State Route 45 and State Route 305 and State Route 45 and Champion Avenue
- Establish beautification project at the State Route 5/State Route 45 intersection and along State Route 45, between the high school and State Route 305

## Goals, Objectives & Policies

### **Transportation Goal:**

Ensure that travel within and through the Township can occur safely and efficiently to meet existing and future transportation needs.

**Objective T1:** Address transportation system deficiencies and needs in the Township, with review and updates every 5 years or sooner, as necessary.

#### **Policy T1.1:**

On an ongoing basis, work with the Trumbull County Engineer's Office and the Ohio Department of Transportation (ODOT) to identify needed roadway improvements in the Township based on safety, roadway capacity, and efficient traffic flow.

#### **Policy T1.2:**

On an ongoing basis, rank proposed roadway improvements considering impacts on public safety, financing, cost, levels of service and efficiency.

#### **Policy T1.3:**

Determine the demand in the Township for public transit and recommend appropriate transit service improvements.

#### **Policy T1.4:**

By 2016, work with the County Engineer's Office to identify needs and opportunities for sidewalks and bicycle facilities in conjunction with transportation projects in the Township, contingent on available funding.

**Objective T2:** Encourage planning for transportation facilities and services consistent with the Township's comprehensive plan and coordinate with the plans and programs of the County Engineer's Office, the Eastgate Regional Council of Governments, and ODOT.

#### **Policy T2.1:**

Encourage the inclusion of projects consistent with the Township's comprehensive plan in Eastgate's Long Range Transportation Plan and Transportation Improvement Program and in ODOT's Six-Year Work Plan.

#### **Policy T2.2:**

Promptly report to the County Engineer's Office, Road Department and ODOT any observed deficiencies and improvements needed in county and state roads so that they may be reflected in county and state work programs.

#### **Policy T2.3:**

Work with the County Engineer's Office and the Ohio Department of Transportation to maintain the following peak hour level of service standards for arterial, collector and local facilities in the Township:

Principal Arterials	“C”
Minor Arterials	“C”
Collectors	“C”
Local Roads	“C”

**Objective T3:** Coordinate with state, regional, and local jurisdictions and with the private sector to provide funding for transportation improvements.

Policy T3.1:

Monitor funding available through Eastgate, ODOT, the County Engineer’s Office and private sector transportation providers such as active railroads.

Policy T3.2:

Annually prioritize and allocate township funding to road maintenance according to 1.) impacts on public safety; 2.) impacts on system efficiency and costs; and 3.) impacts on maintaining acceptable levels of service.

Policy T3.3:

Establish a beautification project at the intersection of State Route 5 and State Route 45 with signage, landscaping and lighting, as appropriate.

**Objective T4:** Coordinate new land development that is consistent with the Township’s comprehensive plan with the provision of adequate transportation facilities, including connections to collector and arterial roads.

Policy T4.1:

Adopt land development regulations which meet or exceed ODOT standards to control access to arterial and collector roads by limiting new curb cuts and driveway permits.

Policy T4.2:

Adopt land development regulations which provide for safe and convenient on-site traffic flow and for motorized and non-motorized parking.

Policy T4.3:

Adopt land development regulations which provide for extension of local streets to adjoining undeveloped properties and eventual connection with the existing street system.

Policy T4.4:

Adopt land development regulations which provide for street alignments that are sensitive to natural features, topography and the layout of adjacent development.

Policy T4.5:

Work with county, regional and state officials to provide or improve public transit services.

Policy T4.6:

Encourage the construction of pedestrian and bicycle facilities that enable connectivity with existing pedestrian and bicycling facilities and with public transit service.

Policy T4.7:

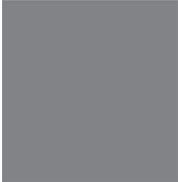
Maintain unimproved right of ways to maintain a complete street system and preserve access to future development, if it should occur.

**Objective T5:** Protect existing and future rights of way from building encroachment.

Policy T5.1:

Work with the County Engineer's Office to identify right of way needed for improvement of existing roadways and construction of new roads and establish measures for acquisition or preservation.

# CHAPTER 11: WATER & WASTEWATER FACILITIES PLAN



## **WATER AND WASTEWATER FACILITIES PLAN**

As described in the inventory section of the Champion Township Comprehensive Plan, there exists an extensive network of water and sanitary sewer lines that serve the majority of residents and businesses in the Township. However, there are also large areas of the Township that are not currently served. Since there are obviously large costs involved with extending water and sewer lines, it is important to prioritize these improvements based on need, cost, feasibility and proper planning principles. In this analysis, the Planning Commission, working with Township officials, will consider other factors, such as geologic or geographic characteristics and citizen attitudes.

The cost and feasibility of future public infrastructure improvements are the major factors that will affect when and if these facilities are extended. The 2001 Champion comprehensive plan indicates the need for water and sewer line expansion. This is true in certain areas and priority should be given to areas with the most pressing environmental problems such as contaminated water wells and failing septic systems as well as areas that allow development to occur without promoting sprawl. Priority should also be given to water and sewer extensions that will enhance economic development opportunities by providing service for new businesses that will create new jobs for community residents. There are still opportunities in Champion Township to extend public infrastructure into presently unserved areas, although there are also certain limitations to these extensions. Not all areas of the Township are likely to have both central water and sanitary sewer service in the foreseeable future nor should they. Development should be concentrated, whenever possible, to areas where there are presently utilities. However, there are plans for both new water and sewer extensions that could be constructed, provided the funding becomes available and a valid need is present.

As in the water and sewer inventory chapter, it is best to describe plans for extending the facilities in separate narratives. There are many similar considerations between water and sewer line proposals, such as costs and funding mechanisms, but also significant differences in how and where these facilities can be extended based on geologic or other geographic factors. Proposals will be made for each, including expansion of service areas, extension of lines and other system improvements.

### **Water Line Plan**

As mentioned above, the high cost of water line construction and limits of the system make it necessary to prioritize areas that need central water service the most. Since Champion Township does not have any concentrated areas of low and moderate-income households, it will not be possible to obtain CDBG grants for the water line construction as the county has been able to do in other areas. Funding mechanisms will include private extension agreements and front footage assessment projects.

Between water and sewer facilities, there is greater feasibility and flexibility for the extension of water lines for several reasons. First, since water lines are constantly under pressure, local topography is not a major issue for construction of the lines. A water line can be constructed up a hill and down the next without regard to pump stations or other expensive accessories. Also,

there are not the strict boundaries for service areas based on watersheds and plant capacity that sanitary sewers have through the regional 201/208 Plan. However, the treaty between the USA and Canada on Great Lakes waters does have some restrictions related to distributing water from one side of the continental divide to the other. The extension of water lines is mostly affected by the costs (and who will pay these costs) and the availability of the water, the latter of which is not currently an issue in Trumbull County due to plentiful resources in above-ground reservoirs.

The existing Water Service Area in Champion Township is certainly large enough to cover those areas of the Township that will need central water service in the near future. Since all of the existing residential subdivisions currently have water services, new water line extensions would most likely occur along county or township roads to serve residents living on those roads. It is possible that new subdivisions could be established within Champion Township in areas where the environmental conditions (soils) are conducive and if private developers are so inclined. If such new developments occur then it would be absolutely necessary to extend both water and sewer facilities into those areas.

In 2001, there were three major water line extensions outside of the existing service area in Champion Township that were being considered. None of these extensions were constructed but they are still relevant. To the west of Champion Township is Southington Township which has experienced significant groundwater problems and has no public water service at all. The proposal considered would have extended the water line along State Road in Champion Township into Southington Township. This is an acceptable extension to alleviate some of the water quality problems in Southington. A proposal to extend the water line north along State Route 45 would bring water into Bristol Township. This would provide water service to the northern part of Champion and require that a new water service district be established in that area. This extension is not advisable. If these two new water service districts are ever established and the water lines are extended as proposed, then nearly any part of the Township could feasibly be served with water, provided that the funding becomes available for construction. Finally, construction of a water line along U.S. Route 422 in the southwest corner of the Township, which would additionally require the construction of a new water tower in that area to maintain adequate pressure, was proposed in the 2001 plan. This is an area that would benefit greatly from water service as it is a major corridor with potential for future development.

The largest completed project since 2001 was correcting the water pressure problem that existed in the area around Research and Development Park with a 24 inch water pipe from the City of Warren's treatment plant on Route 5 in Bazetta Township. This also allows the southeastern corner of the Township to be more appropriate for additional development in the future. Other additions to the water service system can be seen on the maps in chapter six of this plan. These mainly include small extensions of water lines to serve subdivisions within the developed core of the Township.

Currently, water lines could be constructed along a number of roads in Champion Township if the need arises or residents and businesses request the service. One consideration in these new extensions is to avoid dead-end lines where possible because this can lead to pressure or chlorine residual problems. There is potential to loop some of the existing lines in the more developed areas of the Township, which at the same time would provide new water service along the route

of the water line loops. For example, the water line on the northernmost end of N. Leavitt Road could be looped back to the City of Warren near Parkman and N. River Roads, which is within the city's service area. The county and city have joined water lines in the past, usually with a master meter and valve so that water could be shared when necessary. Other roads in the existing service area where lines could be looped are State Route 305 and State Road. It was noted in the inventory that only a very small portion of these roads have water service, even though they are major arterial highways. Although it would be expensive, water lines could be constructed westward along State Road to where it meets State Route 305, then eastward back to the Township center. The portion of State Route 305 east of State Route 45 is also within the current service area but only served by water lines for a short distance east of Route 45 and would be a logical extension and looping of the system back to N. Park Avenue on the border with Bazetta Township. Also within the existing service area, water lines could be extended along parts of Shafer, Downs North and Airport Roads.

Some of the aforementioned improvements are valid; however, water lines should not be extended to accommodate development that could more logically occur in the areas shown in the inventory on the Map 9-2 Potential Development Areas. The physical conditions in the Township and proper planning discipline are contrary to the typical way development has occurred in the United States for the last 60+ years. Keeping the development where there are already utilities and most the population is less expensive, more efficient and more attractive in the long run.

### **Sanitary Sewers Plan**

Like water facilities in the Township, sewer service has grown modestly in the years since the last plan. Sanitary sewers should be constructed as they are needed based on health and safety concerns or new business development. Based on a review of environmental characteristics, new sewers in the eastern half of the Township are preferable to the west, where there are very wet soils not very conducive to new development which could occur if sewers were extended. In the citizen survey, conducted as part of the Comprehensive Plan, residents were generally in favor of new public infrastructure, but not if they had to pay for it. These community attitudes could deter large scale construction projects because front-footage assessments are the normal funding mechanism for new infrastructure projects.

Although there are more restrictions on where sanitary sewers can be extended in Champion compared with water line extensions, there are plans established to extend sewers in certain parts of the community. Sanitary sewers are important, especially in Trumbull County where contaminated soil is a problem. As previously described, much more planning is required for sanitary sewers because engineers must take into account the current capacity of the particular wastewater treatment plant to serve those sewers, watershed basins and divides that determine service areas and local topography that affects the gravity flow of the wastewater. Therefore, each metropolitan area in the nation has established what are known as 201/208 plans to identify capacities, service areas and feasibility well in advance of the actual construction of new sewers.

In the Youngstown-Warren Metropolitan Statistical Area, the Eastgate Regional Council of Governments is responsible for working with local communities to prepare and update this plan.

This needs to be a cooperative and coordinated effort to ensure that areas that need sewer service can be served in the most efficient and cost-effective way possible. Most of the southern half of Champion Township is located within the designated service area for the City of Warren's Wastewater Treatment Plant. Any new sanitary sewer construction in Champion Township must be in conformance with the 201/208 Plan for the region and the available capacity at Warren's Wastewater Treatment Plant.

An additional consideration that has arisen over the past few years, courtesy of the Ohio Environmental Protection Agency (OEPA), is the problem of Combined Sewer Overflows (CSO's). In Trumbull County there are several communities that have CSO problems and need to separate the storm water from sanitary sewer lines before new sanitary sewers can be constructed that bring additional flows to their Wastewater Treatment Plants. One of these cities is Warren, which provides the wastewater treatment for sanitary sewers in Champion Township. The city needs to construct additional storm drainage facilities in certain areas of the community to provide a conduit for the storm water to reach the Mahoning River without passing through the Wastewater Treatment Plant. Until the new storm sewers are constructed, it is doubtful that there will be any extensive construction of sanitary sewers in Champion Township or other parts of Warren's service. However, the OEPA will approve new sanitary sewers as long as a trade-off CSO separation project (usually a new storm sewer) is also constructed, although the ratio of the trade-off is ten gallons of storm water separated for every one gallon of new wastewater.

In order to plan for plant capacities and service areas, many proposed sanitary sewer extensions are designed well in advance of their actual construction. In Champion there are several proposed sanitary sewer extensions in planning stages. A sewer extension north of the high school along State Route 45 to serve the western end of Airport Road has been considered but this is not advised as it only would promote the gradual sprawl that has occurred up much of Mahoning Avenue already. A line has already been constructed to the Oak Hollow development on the south side of Airport Road. Additional lines this far north should not be encouraged as they will not be congruent with the future land use plan for this community. The plan also calls for a sanitary sewer to be constructed west of the Kuszmaul Allotment that would serve State Route 305 west of the Township center and a sewer along the southern part of North Leavitt Road in the Township. These extensions, too, should only be considered if really necessary. The Township's population is not growing and there is no need to continue pushing further and further away from where there are already sewers and other room for development.

Since there are limits to where in the Township sewers can economically be constructed due to the local topography and the watershed divide and most of the densest parts of the Township are already served by sewers, the best course of action is to focus development in the areas indicated on Map 9-2 Potential Development Areas. Additionally, based on a review of the physical characteristics of the community, there are areas (particularly in the northwest and northeast quadrants) that should never need sewers because new development should not be encouraged there. Also, unlike the water system, there are certain capacity issues that would have to be addressed with the City of Warren and the Trumbull County Sanitary Engineer.

## Goals, Objectives & Policies

**Water, Sewer and Drainage Goal:** Work with appropriate agencies to ensure that infrastructure for potable water, drainage and sewage treatment is adequate to serve the Township's existing and future residential, commercial and industrial land uses but also to not encourage sprawl into areas of the Township that would best remain rural and lightly developed.

**Objective WSD1:** Evaluate existing and planned infrastructure for its adequacy to meet the needs of development or redevelopment projects.

### Policy WSD1.1:

The following level of service standards will be used to determine the availability of infrastructure capacity, while acknowledging that different types of development may have different minimum requirements for infrastructure:

*Potable Water:* Assume a Peak Daily Demand of 100 gallons per capita per day

*Storm Water Facilities:* To be designed for a 24-hour storm in accordance with the Trumbull County Engineer's standards. Storm water facilities mean any storm sewer pipe, catch basin, pipe, storm sewer, headwall, pond, detention basin, best management practice (BMP), or other post-construction BMP that relates to the management of storm water runoff, including the quality of storm water.

*Sewage Treatment:* Assuming a Peak Daily Demand of 100 gallons per capita per day, treatment facilities will be designed so that facilities will not contribute pollutants that will cause the degradation of the receiving water body (stream or aquifer).

### Policy WSD1.2:

Ensure that all improvements for replacement, expansion or increase in capacity of facilities will be compatible with the established level of service standard for that facility.

### Policy WSD1.3:

Give priority to areas of existing development when sewer and water extensions are being planned.

**Objective WSD2:** Evaluate existing and planned infrastructure for deficiencies in meeting existing and future needs.

### Policy WSD2.1:

Consult with the County Health Department periodically to identify any water quality problems associated with private wells and on-site wastewater treatment systems in the Township, as one indication of areas where centralized water and/or wastewater treatment may be most needed.

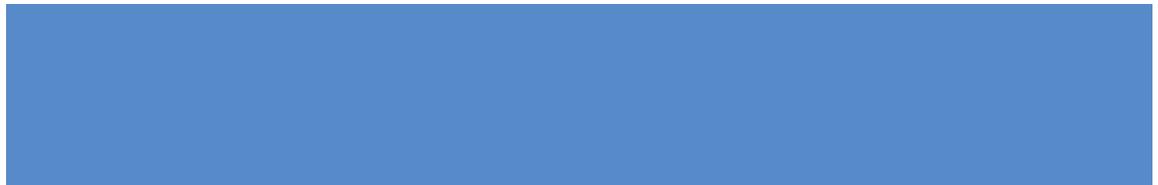
### Policy WSD2.2:

Consult with Township road maintenance staff and the County Engineer's Office annually to identify structural and non-structural drainage problems and potential solutions.

Policy WSD2.3:

Consult with water and wastewater treatment agencies operating in or near the Township on a regular basis to identify plans for facility upgrading or expansion, to maximize the use of existing facilities, and to coordinate efforts to manage water conservation during droughts.

# CHAPTER 12: COMMUNITY FACILITIES PLAN



## **COMMUNITY FACILITIES PLAN**

The Community Facilities section (see Chapter 7) inventoried a variety of amenities in the community (e.g. parks, trails, cemeteries, public schools, and safety services). A number of factors influenced the analysis regarding the future of these amenities. The U.S. Census, future population projections, the community survey, feedback from the Champion Township Trustees, public meetings with citizens, existing facilities and land, and past planning efforts all helped influence this future concept. The Community Facilities Plan section outlines the recommendations that need to be implemented or developed further as Champion Township looks to establish a system of recreation, education and safety services that meet the needs of the residents far into the future.

Champion Township has community facilities to serve the community, however opportunities exist to enhance and expand them. By utilizing the Township-owned 80-acre parcel, Champion has the potential to alter the community facility composition of the township in a positive and dramatic way. Champion Township is also fortunate to have a rich amount of community facilities owned by other organizations that other communities do not have such as: the Trumbull County Career and Technology Center, Kent State University Trumbull Campus, the Western Reserve Greenway and Clarence Darrow MetroPark. The recommendations offered in this section look to build upon and strengthen Champions community facilities decades into the future.

### **Parks and Recreation**

#### **80-Acre Parcel**

The Township Trustees purchased two parcels in 2002 and 2008 totaling 81.74 acres of land on SR 45 immediately south of the high school campus. The reason behind the purchases was to implement the goals, policies, objectives and recommendations stated in the 2001 Champion Township Comprehensive Plan. Specifically, opportunities should be explored to expand or enhance recreation, education or other cultural resources in the community. The comprehensive plan also stated that wetlands, floodplains and other ecologically sensitive land should be protected from development to avoid environmental degradation. It was understood at the time of the purchase that the exact uses on the parcels would need more planning before development would occur.

The current planning process and comprehensive plan explored the potential uses in greater detail. The overwhelming response to the community survey question about ideas for uses of the 80-acre parcel was for park and playground activities. The next most popular idea was for a community center; town hall & farmer's market (tied for third); and a police department facility, fire department facility and recycling center (tied for fourth). See the Appendix for the complete survey.

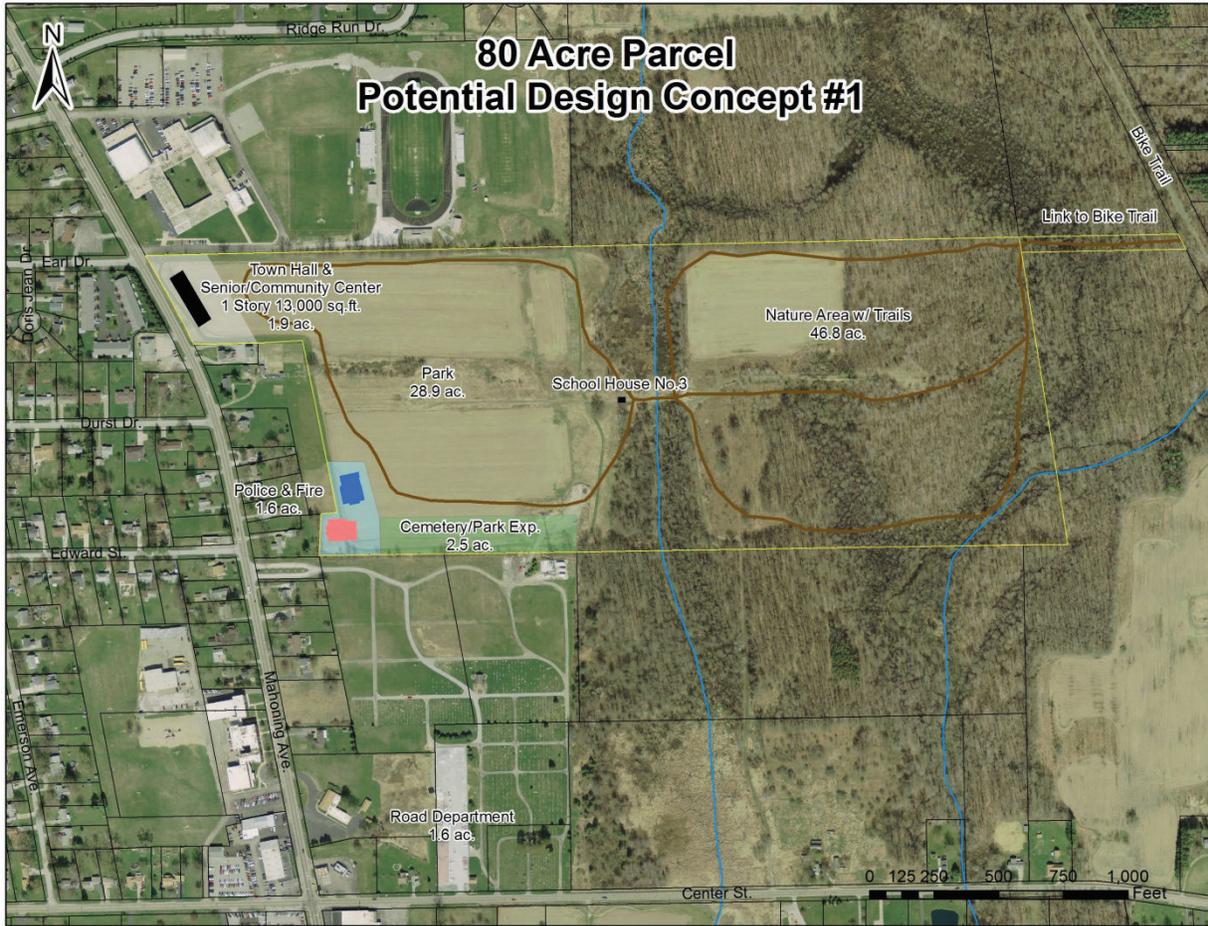
Township officials were engaged throughout the entire planning process about the 80-acre parcel. The Trustees expressed their ideas and concerns during many meetings and conversations. All applicable department heads (i.e. police, fire, road and cemetery) were interviewed to understand their current and future needs and the potential impact on the 80-acre design.

The 80-acre parcel has a potential influence on other organizations in the community because of its location, the amenities it would offer and the needs of those other organizations. The Champion Local School District currently has three separate sites for its elementary school, middle school and high school. The main building of the elementary school is 100 years old and costly maintenance and compliance issues exist. The middle school is newer but the least functional of the three school buildings. The Champion Township Board of Education leases a portion of the middle school property to the Champion Athletic Club (CAC) to use the fields when they are not being occupied by the school district. The CAC has invested resources to improve and maintain the playing fields and would like to continue to use the property. They are in need of more playing field space and additional parking due to the success of its recreational activities.

A community meeting was held in June 2014 to present background information on the 80-acre parcel and gather additional public comment on the future design (see flyer in Appendix). Information presented at the meeting included a summary of previous plans related to the parcel, a summary of public and township official comments to date and the physical characteristics of the surrounding area and parcel in question (e.g. water and wastewater facilities, prime farmlands etc.). Approximately 40 people attended the meeting and offered a number of ideas. The audience was asked to divide into groups at one point in the meeting and label specific uses and locations of their ideas on large, color, aerial maps provided at the meeting.

Maps 12-1 and 12-2 are the culmination of months of analysis and community engagement, including discussions with the Champion Board of Education. The most predominant feature in Concept #1 is the 75.7 acre park, divided into passive and active recreation. The 28.9 acre park towards the front of the parcel is outlined by a walking trail. Uses along the interior of the space could include tennis courts, basketball courts, playground equipment, open areas for a farmer's market, festivals, picnicking, a gazebo, sand volleyball courts, a splash park and other types of uses. The 46.8 acre passive recreation area begins just east of the relocated former Champion Schoolhouse No. 3 that is proposed to move from the Champion Township Cemetery. The schoolhouse will continue with programming and educational activities. Hiking and biking trails, bird-watching, photography, a pond for fishing, educational activities (especially linked to the school curriculum) and pavilions for picnicking are some of the types of uses in the passive recreation area. The trails converge to connect with the Trumbull County MetroParks Western Reserve Greenway bike trail. A single-story, 13,000 sq. ft. Town Hall with township administration offices, a senior/community center, and a basement for storage are proposed along the frontage of SR 45. The position of the building is such for street presence and to continue the building façade line with the existing high school structure.

Map 12-1 80-Acre Parcel Community Concept #1



The school board shared two preliminary designs during the planning process that showed a K-8, 2-story structure positioned on a portion of the 80-acre parcel. With that key information provided, Concept #2 proposes the merger of the current elementary and middle schools into one K-8, 125,000 sq. ft., 2-story building on a 21 acre campus. The front building façade of the K-8 building would continue with the same setback of the high school for symmetrical design purposes and a street presence. The Ohio Facilities Construction Commission calculates a formula for building size based on school enrollment. Approximately 1,030 students were enrolled in grades K-8 during the 2014-2015 school year in the district.

The Town Hall and senior/community center is repositioned on the site in Concept #2 to accommodate the new K-8 facility. An easement or retained township property must be allowed for access purposes to the government building. The size of the adjacent public park is reduced by two-thirds but joint use agreements could be enacted between the school district and the township in order to share portions of the school grounds, and even the building space (see Appendix).

Map 12-2 80-Acre Parcel Community Concept #2



The Police Department is open to relocating since it is not in an ideal situation sharing space with the Road Department. The Road Department has also requested a larger structure for the services it provides to the community. The Fire Department proposes three options; one of them directly relates to the 80-acre parcel design concepts (see Public Safety Services section in this chapter). The size of the police and fire department buildings, parking, trash receptacles and landscaping total approximately 1.6 acres.

In both concepts, approximately 2.5 acres of land are reserved along the southern portion of the park for either cemetery or park expansion.

Certain features expressed by the public are not shown in the map concepts but should be incorporated into any final designs. Specifically, wetland preservation will be a major component in the nature area. A recycling drop-off center will be placed with easy access to the public somewhere within the active park area or near the Town Hall or safety service facilities.

As mentioned earlier, the potential elementary and middle school relocations to the 80-acre parcel present new opportunities for other organizations that would otherwise not be possible. The recreation soccer league, which plays on the current elementary school field, requested the need for more field space and parking due to the strong demand for this recreational activity. The school board did express its desire to retain the bus garage on the current elementary school site but that only accounts for 2 acres of the 11.9 acre site. Another 1.6 acres of land could be reserved for the police and fire department near the parcel frontage as an alternative location for these services (see Public Safety Services section in this chapter). The CAC, which currently leases fields from the school district for baseball and softball, supports the relocation of the middle school. The additional land freed up by the building, parking lots and open areas (approximately 6.9 acres) could be utilized for more recreational activities and parking for CAC activities.

### **Trumbull County MetroParks**

The #7 Geauga County-West Farmington-Warren conceptual trail listed in the 2009 Trumbull County MetroParks Comprehensive Plan is shown moving from West Farmington Village across the southwestern part of the township and abruptly terminating at the city limits of Warren. It is proposed that the trail instead veer east across the parcel that connects to Cleveland Ave. The trail would continue across SR 45 on Educational Dr. and connect to the KSU loop.

### **Cemetery**

The Road Department Superintendent oversees the cemetery grounds. The cemetery has approximately 11 acres of unused space at this time and cremation burials are on the rise. An additional 2.5 acres of land expansion is reserved immediately north of the cemetery on the 80-acre parcel but it is unlikely to be needed and therefore could remain open for park use.

### **Public School System**

See the Parks and Recreation, 80-acre parcel section above.

### **Champion Athletic Club**

See the Parks and Recreation, 80-acre parcel section above.

### **Public Safety Services**

#### **Fire and Emergency Medical Services**

Due to the growth of the township, the Fire Chief would like to add two staff positions to help provide fire service. The Chief also identified a need for an upgraded facility. One option to

consider involves the renovation of the current facility and building an additional 2-bay structure to serve the northern half of the township.

A second option has two alternatives and depends on the final 80-acre design concept chosen. The fire department would accept the following alternatives:

Alternative #1: Build a new structure on the former elementary school site and close the current fire house on Champion Ave. W.

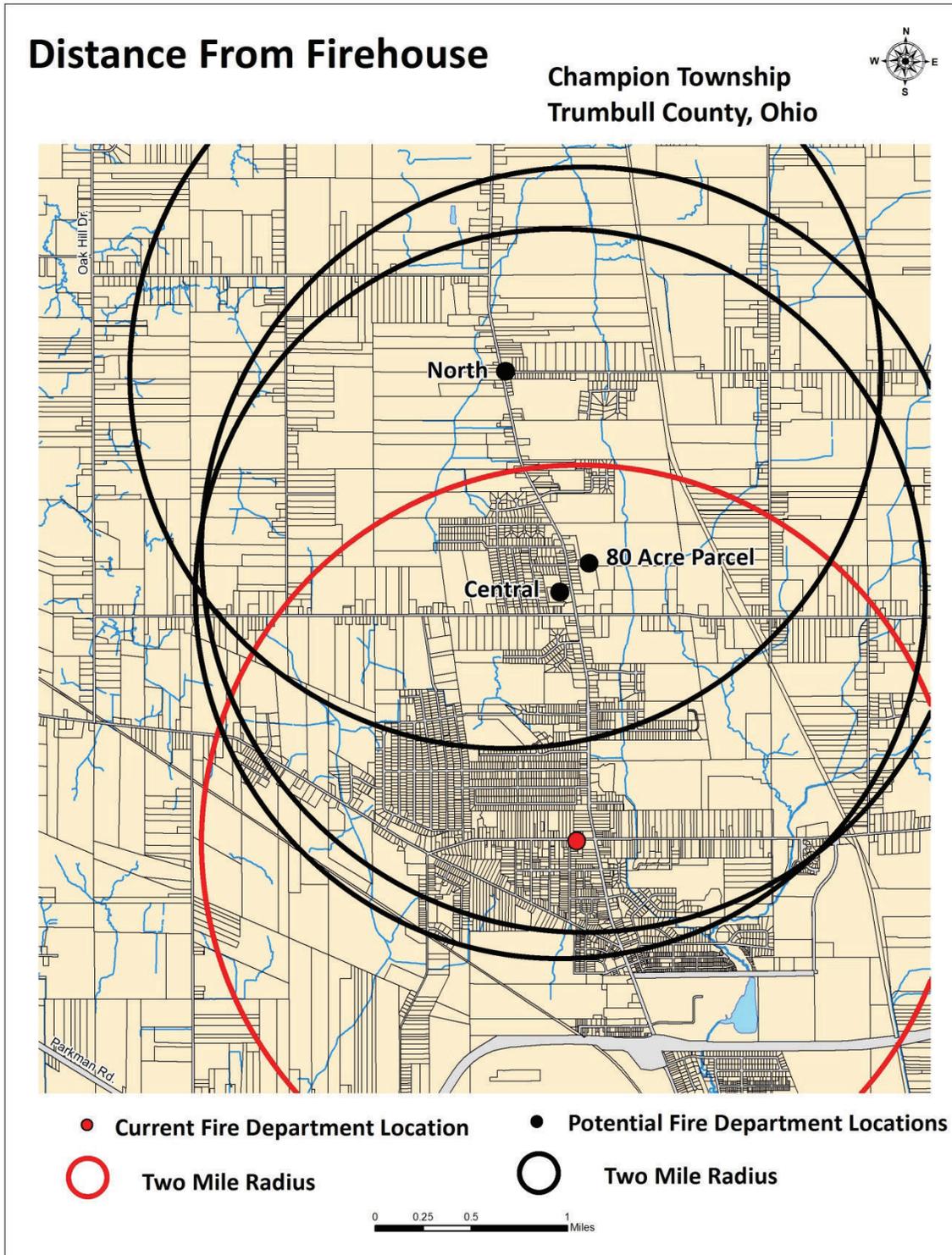
Alternative #2: Build a new structure on the 80-acre site near the cemetery entrance on SR 45 and close the current fire house on Champion Ave. W.

A strategic fire house location is vital to the response time for calls for service. All three choices explained above are better than the current facility arrangement. Map 12-3 illustrates the distance to serve the community from four vantage points.

### **Police Service**

Certain goals and desires were expressed by the police chief during the planning process. First, the Chief would like to be able to hire part-time officers to reduce the amount of overtime that the department incurs. Second, there is a need for newer equipment (e.g. cruisers and light bars). The police department buys used Ohio State Highway Patrol cars with high mileage and keeping them in good working condition is difficult. Finally, the police station operates out of the same building as the road department and this is a less-than-ideal situation for both departments. Relocating to an updated building in a more strategic location would be welcomed (see “80-acre parcel” section in this chapter). An alternative site could be to relocate (along with the fire department) on the elementary school property if a K-8 school building is pursued by the district in another location.

Map 12-3 Distance from Firehouse



## Goals, Objectives & Policies

### **Parks and Recreation Goal:**

Improve quality of life in the Township by providing adequate parks and recreation options for the existing and projected populations.

**Objective P&R1:** Create a park and recreation system in the township to complement the existing amenities in the township.

#### **Policy P&R1.1:**

Consolidate the Champion Athletic Club to manage all youth recreation sports activities in the township.

#### **Policy P&R1.2:**

Identify and pursue relevant governmental, nonprofit and private sector funding sources for recreational facility funding.

#### **Policy P&R1.3:**

Identify and evaluate areas for recreational linkages and greenways including preservation of natural features (e.g. 80-acres linked to MetroParks Bike Trail, KSU Loop Trail).

#### **Policy P&R1.4:**

Prioritize natural resources (hillsides, floodplains, wetlands and other characteristics unique to the Township) for conservation as part of a park, recreation and open space system.

#### **Policy P&R1.5:**

Determine best land preservation practices, such as easements or acquisition, to reserve land for open space and recreation. Determine the appropriate administering body for such techniques.

#### **Policy P&R1.6:**

Protect lands designated for recreation and open space uses within new developments from incompatible land uses.

**Objective P&R2:** Coordinate with the Trumbull County MetroParks regarding development of proposed land trails.

#### **Policy P&R2.1:**

As needed, coordinate a review of township goals, existing needs and projected needs for park and recreation space with Trumbull County MetroParks.

Policy P&R2.2:

Communicate with Trumbull County MetroParks when new residential subdivisions are proposed that would affect township recreation and open space needs or future park site selection.

Policy P&R2.3:

Establish a trail link between the proposed MetroParks conceptual trail and the KSU Loop.

**Objective P&R3:** Continue development of conceptual design and construction of the vacant 80-acre parcel into a mixed-use development featuring public service, park and recreational uses.

Policy ROS3.1:

Explore a joint use agreement with the Champion Local School District for the design of a K-8 and town hall/ senior & community center building and campus.

**Public Safety Goal:** Provide adequate fire, emergency response and police service to all of the existing and projected population in the Township.

**Objective PS1:** Ensure adequate public safety for all current and future township residents through ongoing communication with county, state and neighboring emergency service agencies.

Policy PS1.1: Coordinate with the county emergency management agency and local emergency planning committee on emergency preparedness.

Policy1.2:

Periodically evaluate the current level of equipment, patrolling and the volume of police emergency and nonemergency calls handled by the Trumbull County Sheriff's Office.

Policy 1.3:

Explore the possibility of Joint Fire District interest with surrounding communities.

**Objective PS2:** Select the future site for police and fire services.

Policy PS2.1:

Finalize the conceptual designs to determine the best location for police and fire services.

**Objective PS2:** Establish additional full-time police and fire department staff.

Policy PS2.1:

Determine methods, equipment and funding needed to improve the police and fire services, including additional personnel and the future upgrading of equipment.

# CHAPTER 13:

# PLAN

# IMPLEMENTATION



## **PLAN IMPLEMENTATION**

A comprehensive plan is not only the responsibility of the government entity to implement. Plan implementation comes from a number of people and organizations in the community, both public and private sector alike. Accountable implementation is a key component to ensure that the goals, objectives and policies outlined in the comprehensive plan are carried out in a timely manner. Identifying a project manager to help shepherd community involvement in carrying out the comprehensive plan over the years to come is highly recommended. The project manager position is the top responsible person to be held accountable for plan implementation. An executive level government position is probably best suited for this role because they have direct authority over department heads and are able to establish and follow through on partnerships in the community. The Champion Township Trustees, as a body, are identified as the project manager for the comprehensive plan.

### **Intergovernmental Coordination**

Entities identified for intergovernmental coordination are other government units and agencies whose operations affect or are affected by Champion Township. Because no unit of government exists in isolation, any comprehensive planning effort or decision making needs to identify and respond to a community's needs for coordination with adjacent local governments, with special districts, and with county, regional and state agencies. The following list indicates entities whose operations and decisions affect Champion Township:

#### **Adjacent Communities**

City of Warren  
Bazetta Township  
Braceville Township  
Bristol Township  
Farmington Township  
Howland Township  
Mecca Township  
Southington Township  
Warren Township

#### **Eastgate Regional Council of Governments**

City Centre One, 100 E. Federal St., Suite 1000, Youngstown, OH 44503  
330-779-3800

The Eastgate Regional Council of Governments is a voluntary association of local governments in northeast Ohio. The members include Ashtabula County, Mahoning County, Trumbull County, and all cities, villages, and townships in the counties. Eastgate Regional Council of Governments is directly responsible for a variety of federal, state, and local planning and project implementation programs. As the Metropolitan Planning Organization and Areawide Water Quality Management Agency for Mahoning and Trumbull Counties and the designated

Economic Development District, Eastgate continues to maintain required certifications and planning documents to qualify the region for federal and state funding.

Other major areas of responsibility include: air quality planning and air advisory day programs, State Capital Improvement Program administration for the District 6 Public Works Integrating Committee, Intergovernmental review, administration of the regional Rideshare program, administration of the Clean Ohio Conservation & Revitalization Funds, and administration of the Local Development District of the Appalachian Regional Commission.

### **Geauga-Trumbull Solid Waste Management District**

5138 Enterprise Blvd., Warren, OH 44481

330-675-2673

The Geauga-Trumbull Solid Waste Management District provides a number of solid waste and recycling related services. Some of the services include household hazardous waste collection programs, tire drives, environmental and educational programs, appliance-recycling programs, recycling drop-off sites and illegal dump enforcement.

### **Natural Resources Conservation Service**

520 W. Main St., Cortland, OH 44410

330-637-2046

The Natural Resources Conservation Service is the primary federal agency that works with private landowners to help them conserve, maintain and improve their natural resources. NRCS emphasizes voluntary, science-based conservation, technical assistance, partnerships, incentive-based programs and cooperative problem solving at the community level.

### **Champion Local School District**

5759 Mahoning Ave. NW

Warren, Ohio 44483

330-847-2330

The Champion Local School District is comprised of an elementary, middle and high school. In Ohio, school districts are classified as either city school districts, exempted village school districts or local school districts. City and exempted village school districts are exempted from county boards of education, while local school districts remain under county school board supervision.

### **Ohio Department of Natural Resources**

2045 Morse Rd., Columbus, OH 43229

614-265-6860

The Ohio Department of Natural Resources (ODNR) owns and manages more than 590,000 acres of land including 74 state parks, 21 state forests, 134 state nature preserves and 138

wildlife areas. The department also has jurisdiction over more than 120,000 acres of inland waters, 7,000 miles of streams, 481 miles of Ohio River and 2-1/4 million acres of Lake Erie.

In addition, ODNR licenses all hunting, fishing, and watercraft in the state and is responsible for overseeing and permitting all mineral extraction, monitoring dam safety, managing water resources, coordinating the activity of Ohio's 88 county soil and water conservation districts, mapping the state's major geologic structures and mineral resources, and promoting recycling and litter prevention through grant programs in local communities.

Oil and gas programs were incorporated into ODNR in 1965. The Oil and Gas division's responsibilities include regulation of Ohio's oil and gas drilling operations, oil and gas production operations, brine disposal operations, solution-mining operations and underground injection operations. ODNR staff inspects the drilling, restoration, and plugging of all oil and gas wells in the state. It issues permits for all oil and gas, injection and solution mining wells. The ODNR Oil and Gas Well Search allows people to track information on oil and gas well permitting, project completion and production reports. In addition, the online emergency Oil and Gas Well Locator provides well locations, contact names, facility information and the location of nearby schools, hospitals, roads and bodies of water in the event of emergencies.

### **Ohio Department of Transportation**

District 4 Office, 2088 S. Arlington Rd., Akron, OH 44306  
330-786-3100

The Ohio Department of Transportation (ODOT) is the organization of state government responsible for developing and maintaining all state and federal roadways in the state of Ohio with exception of the Ohio Turnpike. In addition to highways, the department also helps develop public transportation and public aviation programs. ODOT is headquartered in Columbus, Ohio, and is part of the executive branch of the Ohio state government.

ODOT has divided the state of Ohio into 12 districts in order to facilitate regional development. Each district is responsible for the planning, design, construction, and maintenance of the state and federal highways in their region. Trumbull County is part of District 4, along with Ashtabula, Mahoning, Portage, Stark and Summit Counties.

### **Ohio Environmental Protection Agency**

Northeast District Office, 2110 East Aurora Rd., Twinsburg, OH 44087  
330-963-1200

The Ohio Environmental Protection Agency is a state agency whose goal is to protect the environment and public health by ensuring compliance with environmental laws. Those laws and related rules outline Ohio EPA's authority and what things they can consider when making decisions about regulated activities. Ohio EPA establishes and enforces standards for air, water, waste management and cleanup of sites contaminated with hazardous substances. They also provide financial assistance to businesses and communities, environmental education programs

for businesses and the public, and pollution prevention assistance to help businesses minimize their waste at the source.

Ohio EPA has several regulatory divisions that play different roles in environmental protection. Each division issues permits to regulate industries that pollute in a specific area, like air emissions or wastewater discharges to rivers and streams. The permits include requirements for operating, monitoring and reporting compliance.

Ohio EPA's Central Office is located in Columbus. Five district offices manage the Agency's programs at the local level. They are located in Bowling Green, Twinsburg, Dayton, Columbus and Logan. The district offices review permit applications, investigate citizen complaints, investigate and oversee cleanups of spills and releases, monitor compliance with environmental standards, provide technical assistance to help regulated facilities understand and comply with environmental laws and permit requirements, initiate enforcement action against facilities that are not in compliance, provide environmental information and other assistance to the public, coordinate public records requests and give public presentations. Trumbull County is 1 of 15 counties served by the Northeast District (NEDO), along with Ashtabula, Carroll, Columbiana, Cuyahoga, Geauga, Holmes, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit and Wayne.

#### **Ohio Highway Patrol**

Warren Patrol Post, 3424 SR 422, Southington, OH 44470  
330-898-2311

The Ohio Highway Patrol provides statewide police traffic services, statewide emergency response services and support services to the public and the criminal justice community (such as administering exams for state drivers' licenses and commercial drivers' licenses), investigation of criminal activities on state-owned and leased property throughout Ohio and traffic accident investigation on state highways. In addition, mutual agreements are in place with all Ohio jurisdictions for Amber Alerts and the Law Enforcement Automated Database System.

#### **Ohio Historic Preservation Office**

800 E. 17th Ave., Columbus, OH 43211  
614-297-2300

The Ohio Historic Preservation Office nominates properties to the National Register of Historic Places, reviews rehabilitation work to historic buildings for tax credits, reviews federally assisted projects for effects on historic properties, qualifies communities for the Certified Local Government program and provides technical assistance and advice to the public.

**Ohio State University Extension**

Trumbull County Office, 520 W. Main St., Suite 1, Cortland, OH 44410  
330-638-6783

The Ohio State University Extension is an outreach arm of The Ohio State University. The four major OSU Extension program areas are: 1.) family and consumer sciences, 2.) 4-H youth development, 3.) community development, and 4.) agriculture and natural resources. OSU Extension agents provide educational and technical assistance to area farmers, families and communities and can access the experts and informational resources of OSU's College of Food, Agricultural and Environmental Sciences for them.

**Trumbull County Auditor**

Trumbull County Administration Bldg., 160 High St., N.W., Warren, OH 44481  
330-675-2420

The Trumbull County Auditor provides consumer, property transfer and tax administration and distribution services to all jurisdictions within the Trumbull County area. Consumer services include licensing (such as for business, dogs, cigarette sales and real estate), personal property and real estate searches, and administration of weights and measures. This department is responsible for the administration and distribution of tax revenues, accounting for all county funds, administration of county payroll and producing the official financial reports for county, state and federal governments.

The Trumbull County Auditor is in charge of transferring all real estate that changes ownership in the county and collecting fees and taxes on this activity. They maintain all ownership records, acreage changes, real estate splits and provide information for maintaining tax plat maps. The Auditor is also in charge of administering the Current Agricultural Use Value program, which allows farmland to be taxed at its value for that use. Agricultural districts and forest certification are other duties performed by this department.

**Trumbull County Board of Commissioners**

Trumbull County Administration Bldg., 160 High St., N.W., Warren, OH 44481  
330-675-2451

The Trumbull County Board of Commissioners holds title to all county property, serves as the sole taxing authority for the county and controls county purchasing. It is the budget and appropriating authority for the entire county government. All agencies, courts and elected office holders depend on the commissioners for their budgets. The County Commissioners also approve funding for special projects for townships. The County Commissioners must also sign off on potential annexations of township land.

**Trumbull County Building Inspection**

159 E. Market St., Suite 100, Warren, OH 44481  
330-675-2467

Trumbull County Building Inspection is responsible for the enforcement of the provisions of the adopted building code and laws of Trumbull County relating to the construction, alteration, movement, enlargement, replacement, repair, equipment use, and occupancy, location, removal and demolition of buildings and structures.

**Trumbull County Department of Job and Family Services**

280 N. Park Ave., Warren, OH 44481  
330-675-2000

The Trumbull County Department of Job and Family Services administers a wide range of programs related to job training, unemployment, Medicaid, food assistance, cash assistance, child support, protective services and child care. Applicants receive the full amount of aid or services to which they are legally entitled according to program regulations.

**Trumbull County Engineer**

650 N. River Rd., N. W., Warren, OH 44483  
330-675-2640

The mission of the Trumbull County Engineer's Office is to design, build and maintain an efficient roadway network for the citizens of the county. They cover all facets of road and highway transportation and work to ensure motorist safety and a transportation system that serves citizens and businesses in the county.

**Trumbull County Health Department**

176 Chestnut Ave., N.E., Warren, OH 44483  
330-675-2590

The Trumbull County Health Department works to protect public health and the environment throughout the county by providing inspections of sanitary and nuisance conditions, education and outreach, data collection and administering programs such as testing of privately-owned wells when contamination is suspected. In addition, the approval of the county health department is needed when a residence or business wants to install an onsite wastewater treatment system in areas where centralized sewage treatment is not available.

**Trumbull County MetroParks**

185 E. Market St., N.E., Warren, OH 44481  
330-675-3072

Trumbull County MetroParks consists of seven parks open to the public and 10 properties in various stages of development. The total area is more than 1,700 acres located in 14 of Trumbull County's political subdivisions. The mission of the Trumbull County MetroParks is to conserve,

manage, protect and promote Trumbull County's natural resources for the benefit of the public's recreational needs, environmental education, awareness, health and enjoyment.

**Trumbull County Office of Elderly Affairs**

2959 Youngstown Rd., S.E., Warren, OH 44484  
330-675-2486

The Trumbull County Office of Elderly Affairs was established to serve as the administrative unit for two major programs funded by the Older Americans Act, 1978, as Amended: transportation and nutrition. A number of services and programs are offered to senior citizens of Trumbull County. An activity program is located in Newton Falls at the Community Center.

**Trumbull County Office of Homeland Security and Emergency Management**

1453 Youngstown-Kingsville Rd., Vienna, OH 44473  
330-675-2666

The Trumbull County Office of Homeland Security and Emergency Management is tasked with planning, training and assisting with the coordination of disasters in Trumbull County. They assist local jurisdictions to manage natural disasters (i.e. tornado, flood, blizzard) and technological disasters (i.e. HAZMAT or nuclear). They are also the agency that coordinates damage assessment and is the access point for state and federal disaster aid.

**Trumbull County Planning Commission**

185 E. Market St., N.W., Suite A, Warren, OH 44481  
330-675-2480

The Trumbull County Planning Commission is responsible for oversight and implementation of subdivision regulations, zoning and floodplain regulations. The Planning Commission also provides planning, demographics, mapping services and coordinates local, state, regional, and federal programs for businesses and industries expanding or locating in Trumbull County.

The Planning Commission administers Trumbull County's HOME Investment Partnership Program through the U.S. Department of Housing and Urban Development as well as the Ohio Development Service Agency's Community Housing Improvement Program and Fair Housing Program. These funds are used to help low-to-moderate income homeowners repair or replace non-compliant septic systems, tie into sewer lines, repair, or rehabilitate homes in Trumbull County, excluding the cities of Cortland, Girard, Niles and Warren. Funding is also used to provide down-payment assistance for homebuyers.

**Trumbull County Recorder**

Trumbull County Administration Bldg., 160 High St., N.W., Warren, OH 44481  
330-675-2401

The Recorder's office is classified as a department of county government functioning for the protection of persons and property. The duties of the County Recorder are specified by the Ohio

Revised Code and include the recording, filing and indexing of various legal documents pertaining to real estate or consumer goods.

**Trumbull County Treasurer**

Trumbull County Administration Bldg., 160 High St., N.W., Warren, OH 44481  
330-675-2436

The County Treasurer collects taxes and is the Investment Officer for Trumbull County. The Treasurer also is a member of the County Budget Commission, the County Board of Revision and the Data Processing Board.

**Trumbull Soil and Water Conservation District**

520 W. Main St., Cortland, OH 44410  
330-637-2056

The Trumbull Soil & Water Conservation District is a political subdivision of the State of Ohio. Trumbull SWCD is a local, state and federal partnership. The District provides information and technical guidance to residents of Trumbull County on natural resources conservation. Water Management Services include drainage, reservoir, land protection and flood protection. Soil Management Services include erosion and land use planning. Educational Services include conservation programs for adults and students, classroom presentations, school outdoor field days, teachers' workshops and conservation practices and resource management workshops.

**Western Reserve Port Authority**

240 N Champion St, Youngstown, OH 44503  
234-228-9696

The Western Reserve Port Authority owns and operates the Youngstown-Warren Regional Airport. WRPA also administers or has the ability to access more than a dozen financing, funding and incentive programs offered by a variety of local, state, and federal agencies, including the Ohio Development Services Agency, the U.S. Small Business Administration, the U.S. Environmental Protection Agency and the U.S. Department of Housing and Urban Development. The WRPA oversees the four general-purpose foreign trade zones located in Mahoning and Trumbull counties as well as the Ohio Enterprise Zones located in Mahoning County.

## **Zoning Review & Recommendations**

“Zoning” refers to the division of a jurisdiction into districts for the primary purpose of regulating land use, preventing land-use conflicts and allowing growth to occur in an orderly manner in the interest of promoting and protecting the health, safety, morals and general welfare of the community. Zoning districts are classified by similar and/or compatible types of land uses, such as residential, commercial, industrial and agricultural. Each zoning district is governed by unique and specific development standards which are specified in the Zoning Resolution and which regulate the uses of land and buildings in each district, the intensity and density of such uses, building height, bulk and setbacks from property lines.

A zoning resolution and zoning map are tools to help implement the comprehensive plan to ensure that the community’s desired future land use patterns are achieved. A zoning resolution should be consistent with the community’s comprehensive plan in order to carry out the community’s vision and to avoid needless public expenditures. The value of a comprehensive plan is that it provides for the timing and location of development or redevelopment -- something that a zoning resolution by itself does not.

### **Purpose**

The purpose of a zoning review is to present the Township’s existing zoning regulations in an organized manner to provide insight for any amendment or regulation that may be beneficial to the Township.

The tables presented in this review provide a quick reference to the provision of the existing zoning resolution.

The District Area Table (Table 13-1) indicates the total acreage of each zoning district and the percentage of land area as compared to the entire area of Champion Township.

The District Use Table (Table 13-2) lists all the permitted uses within each of the zoning districts indicated with the letter "P", as currently specified in the zoning resolution. The table also includes additional uses and categories of uses that may be used for consideration by the Township.

The Development Standards Table (Table 13-3) indicates the requirements for such standards as minimum lot area and width, minimum front-, side-, and rear-yard setback, and maximum height of buildings and structures within each of the zoning districts as currently specified in the zoning resolution.

## **Review**

Trumbull County Planning Commission staff reviewed the entire zoning resolution of Champion Township for its effectiveness in addressing current residential, business and industrial trends and other related issues that may have an impact on the Township. This review is an essential part of the overall comprehensive planning process to ensure that adequate provisions are included in the zoning resolution to further implement the Township's comprehensive plan.

Zoning Map 13-1 was developed by projecting each zoning district boundary onto a base map of the entire Township. The base map includes the most recent parcel inventory and configuration and roadway types and designations obtained from the Trumbull County Engineer, Auditor and Geographic Information System. The boundaries of the zoning districts were depicted using the best available information obtained from the Township's official zoning map and description of the zoning districts and amendments as outlined in the Champion Township zoning resolution.

## **Zoning Districts**

The zoning resolution for the Township currently has ten zoning districts. These zoning districts consist of four residential districts: Residential "R", Residential Apartments "RA", Residential Apartment Condominium "RAC" and a Residential Mobile Home Park "MH" District; four commercial districts; Commercial Office Institutional District "OI", Commercial Professional Research Offices "OP-1", Commercial Restricted "CR", and a Commercial "C" District; one industrial "I" District and a Planned Unit Development "PUD" District. The boundaries of these zoning districts are depicted on Map 13-1, which was developed as part of the comprehensive planning process using the best available information from the existing Township Zoning Map and any resolution adopted by the Township Trustees amending the boundaries of such districts.

Champion Township consists of approximately 16,620 acres, which is comprised of 5,002 parcels totaling 15,970 acres. The remaining 650 acres is the area within the rights-of-way of the State, County and Township roads. The difference between the 5,002 Township parcels and the 5,237 district parcels is due to the fact that some of the Township parcels are divided by the zoning districts.

### **Residential Districts:**

The four residential districts, Residential "R", Residential "RA", Residential "RAC" and Residential "MH" Districts consist of 4,830 parcels, all or a portion of which, create a total residentially-zoned land area of approximately 14,728 acres or 92% of Champion Township's total land area.

### **Commercial Districts:**

The Township's four commercial districts, Commercial "OI", Commercial "OP-1", Commercial "CR" and Commercial "C" Districts consist of 228 parcels, all or a portion of which, create a total commercially-zoned land area of approximately 295 acres or 2% of the Township's total land area.

**Industrial Districts:**

The Township’s one industrial “I” District consists of 136 parcels, all or a portion of which, create a total industrially-zoned land area of approximately 910 acres or about 6% of the Township’s total land area.

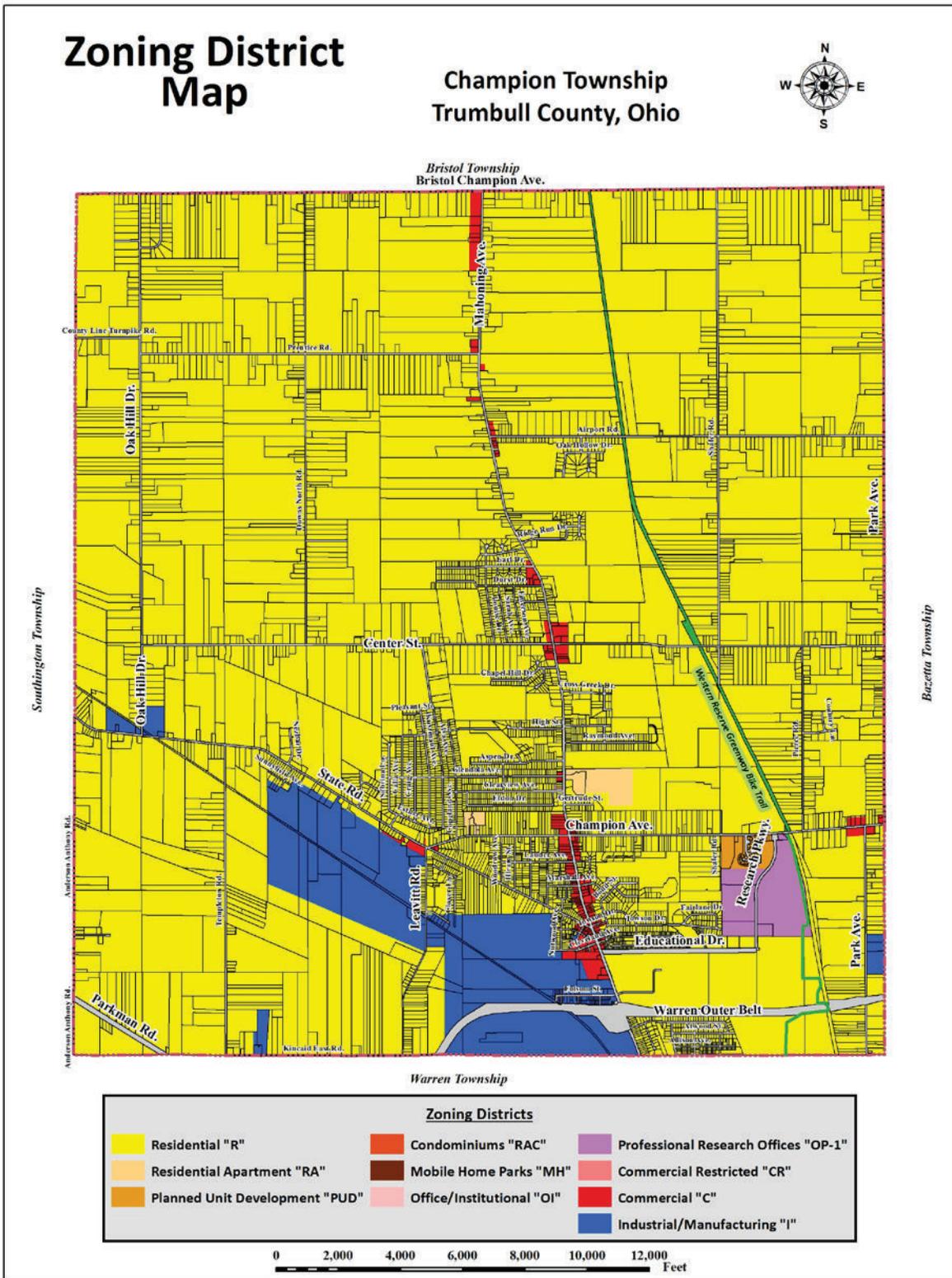
**Planned Development District:**

The one Planned Unit Development “PUD” District consists of 43 parcels, all or a portion of which, create a total area of 37 acres or less than 1% of the Township’s total land area.

Table 13-1 *District Area*

<i>Champion Township District Area</i>			
<i>Zoning District</i>	<i>Number of District Parcels</i>	<i>Acres</i>	<i>% of Total Acres</i>
<i>Residential “R”</i>	4,714	14,663	92
<i>Residential “RA”</i>	116	65	<1
<i>Residential “RAC”</i>	-0-	-0-	-0-
<i>Residential “MH”</i>	-0-	-0-	-0-
<i>Commercial “OI”</i>	2	<1	<1
<i>Commercial “OP-1”</i>	7	149	1
<i>Commercial “CR”</i>	-0-	-0-	-0-
<i>Commercial “C”</i>	219	146	1
<i>Industrial “I”</i>	136	910	6
<i>Planned Unit Development “PUD”</i>	43	37	<1
<i>Total</i>	5,237	15,970	100

Map 13-1 Zoning Districts



## **Classification of Uses:**

### **Residential District Uses**

The principal uses and structures permitted in a Residential “R” district as stated in the zoning resolution are single and two-family dwellings and buildings accessory thereto. Other uses that are permitted by right within the Residential “R” District include churches, schools and other educational and cultural facilities, hospitals, government-owned or operated buildings, publicly owned parks, playgrounds or cemeteries and golf courses. The only permitted uses in the Residential “RA” district include apartment houses, condominiums and multiple dwellings of all types. The only permitted uses in the Residential “RAC” district include condominium complexes and developments, not exceeding four condominium dwelling units per building.

Condominiums are listed as permitted uses within both the “RA” and “RAC” Districts. The “RA” District permits multiple dwellings of all types including apartment building but does not include development standards for condominiums. The “RAC” District provides standards and requirements specifically related to condominium developments but only permit condominium complexes and developments not exceeding four condominium dwelling units per building. Currently, there are nine condominium developments in Champion Township, all but two are located in the Residential “R” Zoning District most of which are made up of two-family dwellings, which is a permitted use in the Residential “R” District. One is located in the Commercial “C” District and the other in the Residential Apartment “RA” District. There are currently no Residential “RAC” Zoning Districts in the Township.

While the “other uses” that are permitted by right in the Residential “R” District, referenced above, may be appropriate for a residential zoning district or provide a community need, they do possess unique or special characteristics relating to location, design, size, traffic generation, method of operation, intensity of use and/or public facility and infrastructure requirements. Those characteristics necessitate a higher level of review than would apply to a use that is permitted by right and an approval that requires certain conditions to be met. The conditions that dictate the issuance of a zoning certificate for those types of uses should minimize possible detrimental effects of the proposed use on the character, value and development of the adjacent area. A “Conditional Use Certificate” would consider each proposed use on an individual basis in accordance with procedures and requirements as established in the zoning resolution. General and specific standards that apply to “conditional uses” are designed to minimize the impact of such uses to ensure compatibility with the surrounding area and so referenced in the zoning resolution. This review process and associated development standards also provide a measure of assurance that the proposed use upholds the purpose of the zoning resolution to safeguard the public health, safety, convenience and general welfare of the community. Conditional uses may also vary from one zoning district to another depending on its compatibility with the character and intent of the zoning district in which it is located.

## **Commercial District Uses**

The four commercial zoning districts in Champion Township are intended to provide for the establishment of various intensities of commercial uses within the Township. The Commercial “OI” District permits only those uses not engaged in activities not involved in retailing, repairing, storing, warehousing or the preparation or processing of any products and contains a short list of office institutional establishments such as banks and other professional offices. The “OP-1” District permits only those types of business establishments listed such as administrative offices, testing and research facilities. The “CR” District contains a list of commercial retail and service related business establishments including those uses permitted in the “OI” District and those “which are not engaged in businesses specifically covered by “C” Commercial or “I” Industrial Zone District use”. The Commercial “C” District specifically states that “the following uses, and no other, shall be deemed COMMERCIAL”, including any use permitted in the Commercial Restricted “CR” District. The uses listed in the Commercial “C” District contain a very short list of some general and specific uses that are permitted including “all other commercial services and mercantile establishments not specifically listed above”. These statements indicate a lack of coordination in the district’s permitted uses whereby it can be concluded that any commercial use is permitted in the Commercial “C” District which renders the Commercial “CR” District completely unnecessary. There are currently no Commercial “CR” Districts existing in the Township.

The zoning resolution should identify each of the districts in terms of a general purpose, and permitted uses should be specifically listed in each of the districts including any conditional uses that may be appropriate, including a process for the determination of uses substantially similar to those permitted. To that end, uses that are not specifically listed may, upon review by the Board of Zoning Appeals, comply with the general purpose of the district and are of the same general character as those listed, be permitted in the district. The resolution currently lacks a procedure and general criteria for the determination of substantially similar uses, as may be referenced by the Board. Uses may appear to be similar, but if the intensity of the proposed business activity or the dimensional aspects are not addressed, the impact of a proposed use may very well be incompatible with the permitted uses or with the intended purpose of the district. Use categories tend to group similar types of business activities whereas the dimensional aspects of uses, such as size, tend to group uses with similar impacts; retailers of various store sizes tend to have different impacts on the surrounding area. The size of the retail establishment, which is relevant to impact, can be referenced in this section and addressed in the development standards.

## **Industrial Uses**

The principal uses permitted in the Industrial “I” Zoning District as stated in the zoning resolution are “any normal industrial or manufacturing use”. Other uses that are conditionally permitted include: amusement park, private and commercial aviation field, bulk petroleum refining and processing or storage facilities, race tracks, breweries, junk yards, solid waste facilities, commercial zoos and slaughter houses and other facilities. The following District Use Table 13-2 was developed to aid in identifying the permitted uses in each of the existing zoning

districts. Not all uses listed are permitted, only those with the letter "P" are permitted in the district as noted. Conditionally permitted uses would be noted with the letters "CP".

Table 13-2 *District Use*

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Residential”</b>										
Single Family	P									
Two Family	P									
Multiple Family Dwellings		P								
Apartment House		P								
Condominium		P	P							
<b>“Commercial Wholesale”</b>										
Lumber and Building Supply								P		
Storage/Supply										
Warehouse										
Wholesale Shops										
<b>“Commercial Retail”</b>										
Adult Book Store										
Air Conditioning Sales & Service										
Antique Shop										
Apparel Store										
Appliance Sales & Repair										
Art Shop										

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Commercial Retail”</b>										
Automobile Parts										
Automobile Sales (new or used)								P		
Bakery							P	P		
Beverage Center (drive-thru)								P		
Boats Sales or Rental										
Book Store										
Electrical, Heating and Plumbing Supply								P		
Clothing Store							P	P		
Confectionery Store										
Convenience Store										
Dairy Store							P	P		
Decoration Store										
Dental Equipment & Supply										
Department Store										
Discount Store								P		
Drug Store							P	P		
Electric Appliance Sales										
Farm Implement/Machinery Sales										
Feed & Seed Store										
Florist Shop										
Furniture Store										
Garden Supply Store										
Gasoline & Petroleum Sales/Storage								P		
Gift Shop							P	P		
Greenhouse, Nursery										
Grocery Store							P	P		
Gunsmith Store										
Hardware Store							P	P		
Hobby Shop							P	P		
Jewelry Store							P	P		
Leather Goods Store										
Liquor Store										
Lumber & Building Supply								P		

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Commercial Retail”</b>										
Meat Market							P	P		
Mobile Home Sales										
Monument/Tombstone Sales										
Music Store										
Novelty Shop										
Nursery (Flower, Plant, Tree)										
Office Supply & Equipment										
Optical Goods										
Paint Store										
Pawn Shop										
Pet Shop										
Retail Establishments (Sales/Display)										
Sewing Machine Sales										
Shoe Store							P	P		
Shopping Center										
Signs										
Sporting Goods										
Stationery Shop										
Tire Sales & Service										
Toy Store										
Truck Sales (new or used)								P		
Tractor Sales (new or used)								P		
Used Car Lot										
Video Rental							P	P		
<b>“Commercial Services”</b>										
Ambulance Service										
Animal Shelters										
Appliance Sales & Repair										
Auto Body & Paint Shop										
Auto Wash										
Automobile Rental										
Automobile Repair Garages										
Automobile Service Station										
Automobile Storage Area										

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Commercial Services”</b>										
Barber Shop							P	P		
Beauty Shop							P	P		
Bed & Breakfast										
Bicycle Repair Shop										
Billiard Hall/Parlor										
Blueprint/Photo Stating										
Bowling Alley										
Broadcasting Studio, Radio or Television										
Building Contractor & Related Activities										
Burglar Alarm Business										
Business Service Establishments										
Car Wash										
Carpet Cleaning							P	P		
Child Care Center										
Collection Agency										
Dancing Studio										
Day Care										
Dress Making										
Drive-in Business (Theaters, Restaurants, etc.)										
Dry Cleaning							P	P		
Electric Motor Repair										
Employment Center/Agency										
Engraver										
Entertainment Establishments										
Farm Implement/Machinery Storage										
Feed & Seed Storage										
Freight Terminals										
Gas Sales (Oxygen/Acetylene)										
Health & Fitness Center										
Home Office										
Hotel								P		
Interior Decorating							P	P		
Karate Studio										
Kennel										

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Commercial Services”</b>										
Laboratories (Analytical)										
Landscaping	C									
Laundry Establishment							P	P		
Laundry Plants								P		
Linen & Towel Supply Service										
Lithographing										
Locksmith										
Mimeographing Service										
Motel								P		
Newspaper Establishment										
Nurseries										
Offices (Business)										
Parking Lot/Garages										
Passenger Terminals										
Personal Services Establishments										
Pest or Insect Control										
Photography Studio										
Photo Development & Finishing										
Plumbing										
Printing								P		
Publishing										
Radio Station										
Recording Studio										
Repair Garages								P		
Repair Shop - Furniture								P		
Repair Shop - Tools								P		
Repair Shop - Appliance								P		
Sewing Machine Service										
Shoe Repair							P	P		
Sign Painting Shop										
Station (Bus or Rail)										
Storage Facility (Self Service)										
Studios										
Taxidermist										

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Commercial Services”</b>										
Television Station										
Theaters (Adult)										
Theaters (Drive-In)										
Theaters (Indoor)										
Tourist Accommodations								P		
Upholstery Shop							P	P		
Warehouses (Mini)										
<b>“Entertainment”</b>										
Arcades								P		
Entertainment Establishments										
Billiard Hall/Parlor										
Bowling Alley								P		
Clubs/Lodges										
Theaters (Adult)										
Theaters (Outdoor)								P		
Theaters (Indoor)								P		
<b>“Financial Services”</b>										
Banks					P		P	P		
Building & Loan Company										
Contractors Credit Association/Union										
Credit Union					P		P	P		
Financial Institutions					P		P	P		
Loan Company										
Savings & Loan					P		P	P		

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Food Services”</b>										
Banquet Centers										
Bars/Lounges								P		
Cafe										
Cafeteria										
Catering Service										
Cocktail Lounge										
Dairy Store										
Delicatessen										
Fast Food Service (drive-in)								P		
Frozen Food Locker Rental										
Ice Cream Parlor										
Night Club										
Restaurant							P	P		
Restaurant (Drive-In)										
Sandwich Shop										
<b>“Professional Services”</b>										
Accountant										
Administrative Offices						P				
Advertising Agency					P		P	P		
Attorney										
Business Offices										
Funeral Home					P		P	P		
Insurance Agency										
Optician										
Pharmacist										
Professional Offices					P		P	P		
Real Estate Office										
Research Facility						P				
Testing Facilities						P				
Veterinary Clinic										
Veterinary Hospital										
Veterinary Office										

Table 13-2 *District Use (cont.)*

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Health Care”</b>										
Ambulance Service										
Dental Equipment & Supplies										
Health Care Facility										
Home for Aged Persons										
Hospital	P									
Medical Clinic										
Medical Supplies/Prosthetic Devices										
Nursing Home	P									
Pharmacist										
Rehabilitation Center										
Residential Care Facility	P									
<b>“Social, Institutional”</b>										
Assembly Hall								P		
Cemetery	P									
Churches, Places of Worship	P						P	P		
Civic Uses/Organization										
Clubs/Lodges										
College	P									
Community Centers	P									
Concert Hall										
Cultural Uses										
Dance Hall								P		
Educational Facility (Regional)						P				
Exhibition Buildings										
Fairgrounds (Public)										
Fraternal Organization										
Library (Public)	P									
Museum	P									
Schools (Private)	P									
Schools (Public)	P									
Schools (Parochial)	P									
Public Buildings										
Public Service Facilities										
Trade or Commercial Schools										
University	P									

Table 13-2 District Use (cont.)

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Recreation”</b>										
Amusement Establishment										
Animal Farm “Class C”										
Athletic Field										
Auditorium										
Baseball Park										
Bowling Alley										
Camp Grounds										
Driving Range (Golf)										
Gymnasium										
Golf Course	P									
Hobby Center										
Miniature Golf Course (Putt-Putt)										
Playground										
Private Recreation Area										
Public/Semi-Public Uses										
Publicly Owned Park	P									
Publicly Owned Playground	P									
Recreational Establishments										
Recreational Buildings										
Recreational Park								P		
Recreational Uses										
Roller Skating Rink								P		
Sports Center										
Stadium										
Swimming Pool (Commercial)										
Tennis Courts										
<b>“Governmental”</b>										
Armory Auditorium										
Health & Welfare Agencies										
Fire Station	P									
Police Station										
Post Office										
Public Utility										
Township Hall	P									
Utility Substation										

Table 13-2 *District Use (cont.)*

Champion Township District Use Table										
	R	RA	RAC		OI	OP-1	CR	C	I	
<b>“Industrial”</b>										
Automobile & Truck Repair & Rebuilding Shop										
Fabrication (Cloth, Wood, Leather, Paper, Plastic or Metal)										
Processing (Food Stuffs, Beverages)										
Laboratories (Experimental, Testing or Industrial Processes)										
Laundry & Cleaning Plant										
Fabrication										
Manufacturing (Chemicals & Allied Products)										
Manufacturing (Electrical Components)										
Manufacturing (Fabricated Metal Products)										
Manufacturing (Furniture & Fixtures)										
Manufacturing (Lumber & Wood Products)										
Manufacturing (Paper & Allied Products)										
Manufacturing (Plastic Products)										
Manufacturing (Stone, Slay & Glass Products)										
Manufacturing (Textile Mill Products)										
Petroleum & Refining										
Primary & Metal Industries										
Printing & Allied Industries										
Salvage Yard										
Scrap Metal										
Tire Recapping & Retreading										
Warehousing										
Laboratories (Analytical)										

## District Development Standards

District development standards in the zoning resolution are controls established to regulate, within each of the zoning districts, the location, height, bulk, number of stories, size of buildings, percentages of lot areas that may be occupied, setback building lines, sizes of yards and the density of population, including reasonable landscaping and architectural standards, in the interest of public health and safety and for the public convenience, comfort, prosperity, or general welfare of the community.

The development standards for residential districts are intended to protect property values and maintain the integrity, aesthetics and well-being of the neighborhood and the surrounding area by regulating the dimensional aspects of lot area, frontage, width, building setbacks and yard requirements for reasons related to sewage, control of population density and ease of access for emergency vehicles.

The development standards for the commercial districts are intended to protect the character, social and economic stability of the community by regulating the permitted uses and the scales of operation in such a way as to ensure compliance with the intended purpose of each district. The quality and character of each commercial district is the direct result of the development standards established and can only be maintained if the district standards are unique for each of the commercial districts.

The development standards for the Residential “R” District are specified in Sections 8 through 15, although not specifically referenced. The development standards for the Residential “RA” and “RAC” Districts as well as the Commercial and Industrial Districts are specified in Section 4 “Classification of Uses” and partially in Sections 8 through 15.

A comparison of the district standards indicates a few discrepancies, omissions and/or matters of interpretation that should be addressed:

- Residential “R” District: Development standards are not specified for permitted non-residential uses.
- Section 8 “Minimum Lot Area” contradicts that which is specified in Section 4 for multi-family dwellings or apartments located in the “RA” and “RAC” districts.
- Side Yard and Rear Yard Setbacks are not specified in the commercial districts.
- The “Lot Sizes and Dimensions Chart” in Section 8 is not referenced in any district.

Inconsistent, conflicting and, in some cases, incomplete development standards in different sections of the zoning resolution can make it very difficult to interpret the requirements for a specific use within a district. The specific development standards associated with a particular use, e.g., single-family, multi-family, commercial or industrial on the same or separate lots, should be included in the section of the zoning resolution where all other requirements of that district are specified or it should be specifically referenced to the section of the zoning resolution where the development standards for a particular use are applicable.

The following Table 15-3 indicates the development standards for each of the Zoning Districts within Champion Township. The designation (NA) “not applicable” was inserted when a specific use is not permitted within a particular district. The designation (NR) “not required” was inserted when a specific standard is not required within a particular district. The designation (NS) “not specified” was inserted when a specific standard is not specified within a particular district.

Table 13-3 *Development Standards*

<b>Champion Township Development Standards</b>								
	<b>Zoning Districts</b>							
	<b>R</b>	<b>RA</b>	<b>RAC</b>	<b>OI</b>	<b>OP-1</b>	<b>CR</b>	<b>C</b>	<b>I</b>
<b>Lot Area (s.f.)</b>								
<b>with Sewers</b>								
Residential One-Family	12,000	NA	NA					
Multi-Family	20,000	20,000	20,000					
Non-Residential	NS	NA	NA	15,000	2 ac.	15,000	15,000	
Industrial								1 ac.
<b>without Sewers</b>								
Residential One-Family	1 ½ ac.							
Multi-Family	3 ac.	3 ac.	3 ac.					
Non-Residential				1 ½ ac.	2 ac.	1 ½ ac.	1 ½ ac.	
Industrial								2 ac.
<b>Lot Frontage (ft.)</b>								
<b>with Sewers</b>								
Residential One-Family	100							
Multi-Family	150	150	150					
Non-Residential				100	200	100	100	
Industrial								150
<b>without Sewers</b>								
Residential One-Family	150							
Multi-Family	200	200	200					
Non-Residential				150	200	150	150	
Industrial								200

Table 13-3 Development Standards (cont.)

Champion Township Development Standards								
	Zoning Districts							
	R	RA	RAC	OI	OP-1	CR	C	I
<b>Lot Width (ft.)</b>								
Residential	<b>See Lot Frontage</b>							
Non-Residential (ft.)								
<b>Front Yard Setback (ft.) ①</b>								
Residential	50/60	50	40					
Non-Residential		50/60	50/60	80 ②	50	80 ②	80 ②	
Industrial								NS
<b>Side Yard Setback (ft.)</b>								
Residential	10	20 ⑧	10					
Non-Residential				NS ③	NR ⑥	NS ③	NS ③	
Industrial								NS
<b>Rear Yard Setback (ft.)</b>								
Residential	40	40 ⑧	NS					
Non-Residential				NS ④	NS ⑤	NS ④	NS ④	
Industrial								NR ⑦

Table 13-3 *Development Standards (cont.)*

<b>Champion Township Development Standards</b>								
	<b>Zoning Districts</b>							
	<b>R</b>	<b>RA</b>	<b>RAC</b>	<b>OI</b>	<b>OP-1</b>	<b>CR</b>	<b>C</b>	<b>I</b>
<b>Building Height (ft.)</b>								
Residential	NS	35	35					
Non-Residential				NS	50	NS	NS	
Industrial								NS
<b>Minimum Building Floor Area (s.f.)</b>	1,200	1,200	1,200	NS	NS	1,200	1,200	NS
<b>Maximum Building Floor Area (s.f.)</b>	NR	NR	NR	10,000	NS	10,000	NS	NS
<b>Floor Area / Lot Area Ratio</b>	NR	NR	NR	1/3	1/3	1/3	NS	NS

- ① Front yard setback as measured from the road right of way (Co. & Twp. ROW/State ROW).
- ② The first ten (10) feet from the property line shall be reserved as a green area.
- ③ In addition to the side yard specified, there shall be a 10' "Buffer" required for every permitted use that is adjacent to any residential use.
- ④ In addition to the rear yard specified, there shall be a 30' "Buffer" required for every permitted use that is adjacent to any residential use.
- ⑤ There shall be a minimum rear yard of not less than 100' in depth on every lot when abutting residential districts.
- ⑥ There shall be a minimum side yard of not less than 25' in width on every lot when abutting residential districts.
- ⑦ There shall be a minimum side yard of not less than 10' in width on every lot when abutting residential districts.
- ⑧ Rear and side yard shall be increased one (1) foot for each one (1) foot of building height over twenty (20) feet.

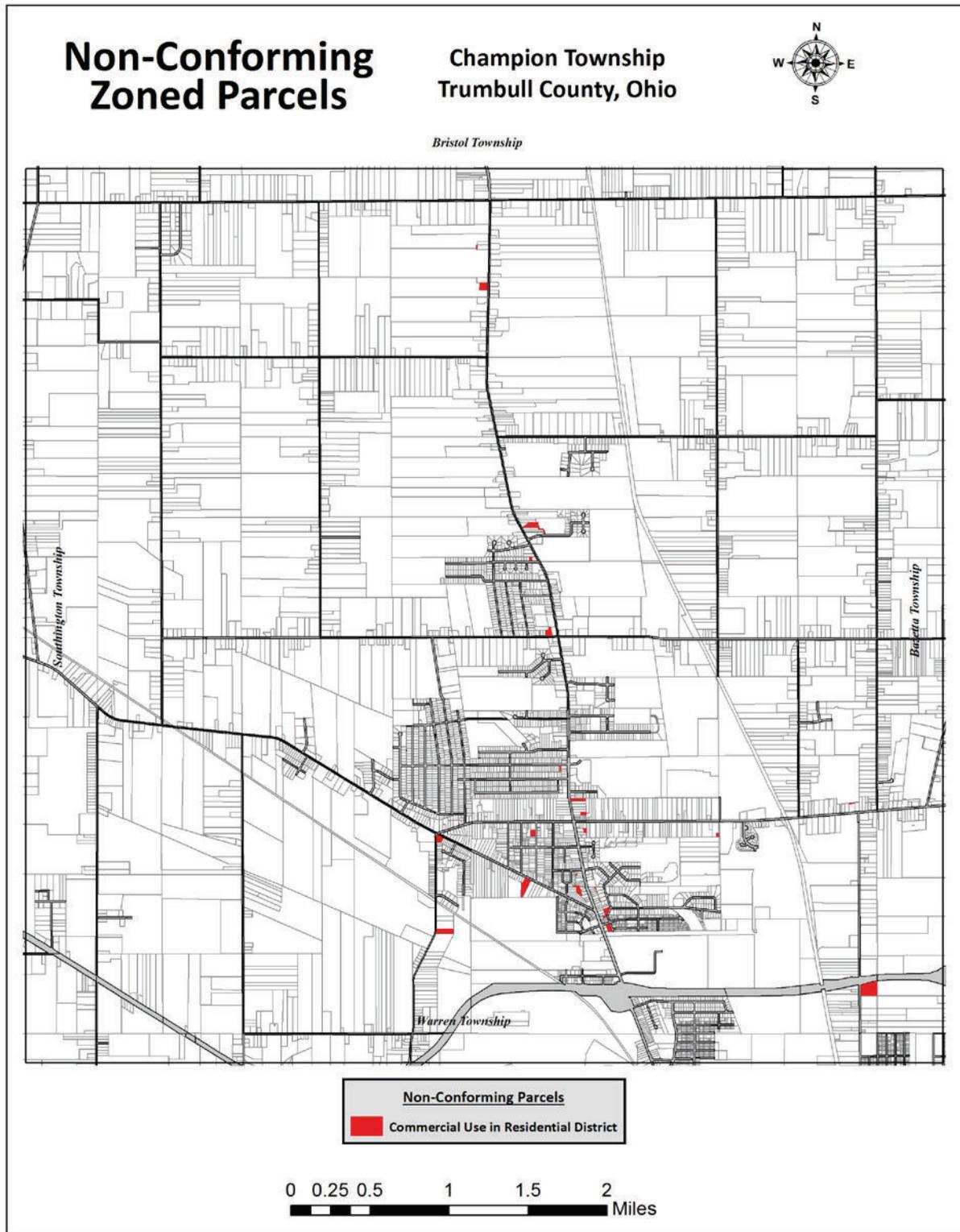
## **Non-Conforming Uses**

Within zoning districts established by the zoning resolution or by amendments, there exist lots, structures, uses of land and structures, and characteristics of uses, which were lawful before the resolution was adopted or amended, but which would be prohibited, regulated or restricted under the current terms of the zoning resolution or future amendments. The regulations concerning these non-conforming uses are described in Section 6 of the existing Champion Township zoning resolution.

A comparison of the zoning district map and the existing land use map indicates a number of non-conforming uses of land within the Township. Map 13-2 depicts 39 non-conforming commercial parcels or portions of parcels located within the residential zoning district, totaling 23 acres. The majority of these non-conforming parcels are a smaller part of an existing commercial parcel, usually located to the rear of the parcel, where the commercial district does not extend to the full depth of the parcel in use. These cases should be reviewed and the depth of the commercial zoning district should be adjusted accordingly. The remaining non-conforming uses of land should also be reviewed in terms of conformance with the comprehensive plan and compatibility with the surrounding uses. Non-conforming uses, unlike a zoning district which remains with the property, must comply with the district uses and standards in which it is located if voluntarily discontinued for two years or more. (ORC 519.19)

To overcome future non-conforming uses, permitted and conditional uses should be stated in the zoning resolution and evaluated in terms of the district's stated purpose as defined in the resolution. Uses that are not specifically listed in the zoning resolution but are similar to a permitted use that is listed should be reviewed by the Board of Zoning Appeals to determine if the proposed use is compatible with the stated purpose and is of the same general character as those uses permitted in that particular zoning district.

Map 13-1 Non-Conforming Zoned Parcels



## Outdoor Advertising

Champion Township has a location and business environment that relies on properly drafted and enforced sign regulations for continued growth and prosperity. When properly drafted, sign regulations can provide for an attractive business district reflective of the community's desired image, or they can be seen as clutter.

The regulations should clearly specify the type of sign permitted in each zoning district and specific development standards associated with those signs that are unique to that particular district in order to maximize the sign visibility and the effectiveness to convey its message. The type of sign permitted in any one district may include projecting signs, roof mounted signs and freestanding post or ground mounted signs, wall signs and window signs. Specific development standards associated with each type of sign may then be established, such as the size, height, lighting, setbacks, building materials and the number of signs permitted on each lot. Incentives for sign creativity may also be established to encourage the use of symbols, logos or pictorial representations of the products or services offered at the location.

**Projecting signs** have a visibility advantage, but without proper controls and restrictions can produce an image of clutter and disorder. Restrictions may include overall size, height and number; a restriction on projection may also be included based upon its proximity to the center of the building facade with the maximum allowable projection at the center decreasing to a zero projection at the endpoint; the prohibition of unsightly mast arms and side guys in favor of cantilevered projection; and a size bonus provision for projecting signs utilizing symbols rather than an alphanumeric message presentation.



**Wall signs**, also known as flat, fascia or parallel signs are either painted on or directly attached to the exterior wall of an existing building. They may also include signs on mansards or pent eaves, and signs affixed or applied to architectural projections, canopies or marquees which project from a building facade. The head-on viewing angle of flat signs provides limited visibility in communicating its message to motorists and therefore would be most useful in locations that do not demand heavy consumer awareness. In order to overcome the viewing deficiency of flat signs, regulations may include provisions to allow graphic presentations to integrate the sign with the building wall surface to improve the aesthetics and marketing potential of the location.



**Roof signs** have an advantage in commercial retail, business or any building whose facade would be adversely impacted by the installation of a flat sign. Roof signs, however, can create an unpleasant disruption of architectural harmony, particularly if they are placed at varying heights above the roof or parapet line of a row of individual businesses. In the cases of roof signs, the height of a sign above the roof and/or parapet can be made a function of building height and the size of the sign is made a function of building length. In industrial zones, both overall size and height above the roof are increased to allow for the generally more widespread positioning of the buildings and the much larger distances over which the messages must be visible.



**Freestanding signs** are the most frequently used sign specifically designed to communicate its message in high-traffic areas to rapidly moving viewers. There are many types of freestanding signs, some of which are post mounted, ground mounted, monument or pylon styles from which numerous variations are possible. The regulations must recognize the difference between various types of freestanding signs and address their design, size, height and placement so as not to limit their effectiveness to convey its message while maintaining its character as an architectural or landscape element. The type of freestanding sign and its height requirement may vary according to the particular zoning district in which it is to be located. A low-level or ground-mounted freestanding sign may be both aesthetic and effective in low-density institutional, professional and industrial zones where traffic density and traffic speeds are at minimum levels. In zoning districts where areas of traffic density and speeds are higher, however, low-level signage can be cluttered with other ground-oriented objects such as pedestrians, shrubbery and roadside structures creating confusion and an unsafe environment for the motorist. The placement or setback requirement of the freestanding sign, its legibility and letterform size are all components that influence the viewing time by which the message can be read and understood effectively.



## **Development Alternatives for Growth Management**

### Conservation Subdivisions

Conservation subdivisions represent an alternative approach to conventional lot-by-lot division of land in rural environs, which tends to spread development evenly throughout a parcel with little regard to impacts on the natural and cultural features of the landscape. This site design alternative may be suitable in a variety of settings, including urban areas, in transition vicinity between clearly rural and urban areas or in rural surroundings. Conservation subdivision may be defined as a residential development in a rural area that is characterized by compact lots and common open spaces and where the natural features of land are maintained or at least the impact mitigated. The

conservation subdivision allows the landowners to develop parcels by clustering residences on smaller lots while protecting the remaining open spaces.

Generally, a conservation subdivision allows for an adjustment in the location of residential dwelling units on a parcel of land as long as the ultimate density does not exceed the number of units prescribed by the zoning resolution for that district. The dwelling units are grouped or clustered on only a portion of the land to be subdivided. The balance of the site is preserved as open space, farmland, or as an environmentally and culturally sensitive area. This clustering of the dwellings into a small area is made possible by reducing the individual lot sizes. The open space is permanently protected and held in common ownership. The conservation subdivision concept allows the developer to concentrate units on the most usable portion of the site, preserving natural drainage systems, open space and environmentally and culturally sensitive areas.

The conservation subdivision is not the solution to all development activities. The concept promotes and encourages the clustering of homes so as to create an interconnected network of permanent open spaces. A homeowners association, non-profit conservation organization such as a land trust, a unit of local government, or an individual who complies with the permanent conservation restrictions typically manage the open spaces and common facilities, such as joint septic and water systems. Advantages of the conservation subdivision concept include fostering a sense of community through carefully sited smaller lots and shared spaces; protecting and restoring significant resources such as prime farmland, historic buildings, archaeological sites, mature woodlands, streams, ponds, and scenic views and preserving the rural character with its external effect on land values.

Conservation subdivisions are not the best answer to saving large tracts of agricultural land nor are they the best measures to protect farming as a viable lifestyle. In order to sustain an agricultural community and ensure farming as a viable lifestyle, large blocks of contiguous land need to be protected. Conservation subdivisions can, however, protect small blocks of agricultural land and promote areas where agricultural and residential activities can co-exist. The minimum size of the conservation subdivision must be sufficiently large to accommodate the creative design and to protect the open space. The minimum size used by many communities for conservation subdivision is from 10 to 40 acres. The amount of open space requirements must be adequate to protect the natural resources and preserve the rural character in the conservation subdivision. In many models, the amount of open space is 40 to 50 percent of the total acreage. The Township should embrace the conservation subdivision concept and encourage homeowners' associations as a tool to maintain the open space. In addition, the deed restrictions should include restriction on farm animals, kennels and keeping the open space open.

### Planned Residential Communities

A Planned Residential Community is another term for a Planned Unit Development (PUD). The concept of a Planned Residential Community (PRC) is to encourage a variety of land uses, housing types and densities, including single-family detached dwellings, multiple-family dwellings, townhouses, cluster housing and apartments. PRC's are generally characterized by flexible standards for lot size, setbacks and street frontage allowing for the concentration of buildings on that portion of the site that is most suitable for building resulting in the preservation of open space and a decrease in development and maintenance cost for site improvements such as streets and utilities.

A Planned Residential Community (PRC) development may include within its boundaries an

arrangement of conventional subdivision lots, cluster-sized lots that contain one residential unit or structure per lot and/or larger parcels in which more than one residential unit or structure is permitted. These larger parcels may accommodate an apartment complex, cluster housing or a condominium development or may consist of areas of open space for recreational facilities and for the preservation of the natural environment, all of which are required to conform to the standards set forth in the zoning resolution. Because of the unique characteristics of planned residential community developments, specific provisions governing site plan approval and the development of land are required. These special provisions may be adopted as part of the zoning resolution and include general and specific development standards and a process for the approval of the development plan.

The Champion Township Zoning Resolution established a Planned Development “PD” District in Section 1145.01 of the zoning resolution. It specifies pre-established regulations within a “PRC” Zoning District, similar to the Type A- procedure for the approval of a Planned Unit Development. Local officials should be aware of the drawbacks of PUDs, relative to flexible by-right zoning such as mixed-use districts. Overuse of PUDs can lead to uncertainty and administrative problems because a PUD can be a unique zoning district based on a discrete site plan. Administratively, local officials have to deal with a mini-zoning district created for each PUD.

### Condominium Development

A condominium development differs from a conventional subdivision in that it involves multiple dwelling units that are permitted to be located within the boundaries of a single parcel of land. Under condominium ownership, land is not actually divided; instead, the condominium units are owned individually and the common areas and facilities are owned by all the unit owners on a proportional, undivided basis.

Condominium property is regulated under Chapter 5311 of the ORC which specifically states that "neither the submission of property to the provision of Chapter 5311...nor the conveyance or transfer of ownership of a unit shall constitute a subdivision within the meaning of or subject to Chapter 711 of the Revised Code" (ORC 5311.02). Although not subject to the provisions of county subdivision regulations, condominium developments may be regulated under the township zoning resolution in the same manner as a conventional residential development. A condominium development can be limited to a specific residential use (i.e. single-family, multi-family) to that which is permitted within the district where the development is located.

As previously mentioned, condominium property is not subdivided into lots, and therefore no internal property lines exist to relate to the setback or area requirements as specified in the zoning resolution. The condominium's existing lot area, frontline, sideline and rear line requirements would be referenced to the outside property line of the development rendering these development standards useless. The development standard therefore should be modified for such developments to include an overall density requirement, distance between buildings and setbacks from the access drive to name a few.

## Summary

- The Residential “R” District includes a list of non-residential uses that are permitted by right. These non-residential uses have no review process or development standards to ensure compatibility with the surrounding residential uses.
- Section 8 “Minimum Lot Area” contradicts that which is specified in Section 4 for multi-family dwellings or apartments located in the “RA” and “RAC” districts.
- Side yard and rear yard setbacks are not specified in the commercial districts.
- Building heights are not specified in the commercial districts.
- The “Lot Sizes and Dimensions Chart” in Section 8 is not referenced in any district.
- There are 39 non-conforming commercial parcels or portions of parcels located within the Residential Zoning district.
- There are currently no Residential “RAC” Zoning districts in the Township.
- There are currently no Commercial “CR” Zoning districts in the Township.
- District development standards are virtually the same in each of the zoning districts.
- A comparison of the zoning map and the permitted uses question the need for four commercial zoning districts.
- Section 16 “Outdoor Advertising” is incomplete concerning permitted sign usage in a district and development standards for the various types of signs.

## Recommendations for Zoning Resolution Amendments

- Develop a clear description of each district's purpose.
- Review permitted uses within each of the zoning districts for compatibility with the stated purpose of the district.
- Review district development standards to ensure compliance with the intended purpose of each district.
- Adopt development standards and procedures for the approval of all conditional uses.
- Develop a process for the determination of uses substantially similar to those permitted.
- Review Section 16 “Outdoor Advertising”.
- Distinguish the types of signs that may be permitted in any one district and develop standards for all the various types of signs including projecting signs, roof mounted signs, freestanding post or ground mounted signs, wall signs and window signs.
- Review residential, commercial and industrial zoning districts that are inconsistent with the future land use map and suggestions found in this comprehensive plan.

## Evaluation & Updates

A comprehensive plan serves as a guide to assist in shaping the Township's future over the next 20 years. The plan should be evaluated if major changes take place in the Township and updated every ten to fifteen years or more often as necessary. The process of modifying the plan should be similar to the process that led to its initial creation and adoption. The Champion Township Trustees should be the body to evaluate and initiate any changes to the comprehensive plan.

The purpose in evaluating the Champion Township's comprehensive plan is to determine whether the plan has moved the community toward achieving the type and rate of development that local officials and citizens want. The comprehensive plan describes the way Champion Township will develop and grow, lists goals and objectives for different aspects of the community and lists the Township's action strategies that will direct programs, budgets and decisions.

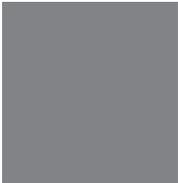
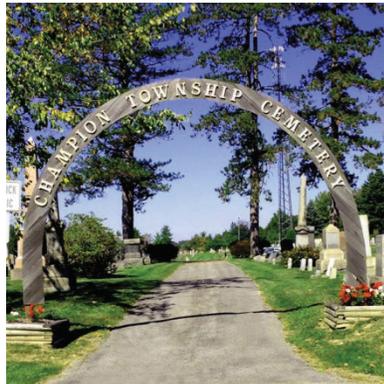
Over time, communities change. Some changes will be consistent with growth that has been anticipated and planned. Other circumstances may bring changes to Champion Township that were not anticipated. The comprehensive plan will be relevant in guiding growth and development if it is brought up to date to reflect changes and new circumstances. The process of preparing an evaluation and update provides an organized way to look at the plan and determine how well it fits Champion Township current and future needs and desires. The Township should address the subjects within the plan that are important for the community. Involving many groups in a discussion of the plan's evaluation and update should be a very useful and important step in the process and is strongly recommended.

The evaluation and update can be most useful when it focuses on subject matter of local importance in the context of:

- the Township's existing and projected population and rate of population growth
- the geography and size of the Township's jurisdiction and the extent or existence of undeveloped land
- the existence of natural resource features including environmentally sensitive lands, such as wildlife habitats and areas subject to flooding
- the scale of public facilities and services the Township provides or is projected to provide as it relates to the level of capital improvements planning required
- the Township's planning and implementation resources and associated local and regional public and private institutions.

# CHAPTER 14:

# GLOSSARY



## **GLOSSARY**

**Access Management** - standards for managing the frequency, location and design of driveways, intersections, signals, medians, turn lanes, and other features that are typically based on the functional classification of the road; more restrictive on the higher classes and less restrictive on the lower.

**American Community Survey** – an ongoing statistical survey by the U.S. Census Bureau. It is a nationwide, continuous survey designed to provide communities with reliable and timely demographic, housing, social, and economic data every year.

**Decennial Census** - a procedure of systematically acquiring and recording information about the population. In the United States, a decennial census has been conducted in years ending in "0" since 1790, as required by the U.S. Constitution.

**Demographics** - the statistical data of a population, especially those showing average age, income, education, etc.

**Eastgate Regional Council of Governments** - a voluntary association of local governments in northeast Ohio. Members include Ashtabula County, Mahoning County, Trumbull County, and all cities, villages, and townships in the counties. Eastgate brings them together to create a unified voice in areas such as transportation, water and air quality, land use planning, and local infrastructure projects.

**Electorate** - all the people in an area who are entitled to vote in an election.

**Geology** - the science that deals with nature and Earth history.

**Goal** – a long-term end toward which programs or activities are ultimately directed.

**Incorporated Area** - a region of land that is self-governed under the laws of the State of Ohio.

**Joint Use Agreement** - a formal agreement between two separate government entities (often a school and a city or county) setting forth the terms and conditions for shared use of public property or facilities.

**Local School District** – school districts in Ohio are classified as either city school districts, exempted village school districts, or local school districts. City and exempted village school districts are exempted from county boards of education, while local school districts remain under county school board supervision.

**Metropolitan Planning Organization** – a federally mandated and federally funded transportation policy-making organization in the United States that is made up of representatives from local government and governmental transportation authorities.

**Non-point Source (NPS) Pollution** - pollution caused by rainfall or snowmelt moving over and through the ground. As the runoff moves, it picks up and carries away natural and human-made pollutants, finally depositing them into lakes, rivers, wetlands, coastal waters, and even our underground sources of drinking water.

**Objective** – a specific, measurable, intermediate end that is achievable and marks progress toward a goal.

**Ohio Revised Code (ORC)** – a collection of all current statutes of the Ohio General Assembly organized into provisions, titles, chapters and sections. The ORC is not officially printed but several unofficial but certified (by the Ohio Secretary of State) commercial publications exist.

**Ohio Facilities Construction Commission (OFCC)** - the OFCC began operations in September, 2012 with the merger of the former State Architect's Office and the Ohio School Facilities Commission.

OFCC is responsible for guiding capital projects for state agencies, state-supported universities and community colleges, including Ohio's comprehensive public K-12 school construction and renovation program. The Commission also manages the State's cultural facilities and school security grant programs.

**Policy** – the way in which programs and activities are conducted to achieve an identified goal. A policy or similar statement often addresses how a goal or objective will be implemented.

**Potable Water** - water which is fit for consumption by humans and other animals. It is also called drinking water, in a reference to its intended use. Water may be naturally potable, as is the case with pristine springs, or it may need to be treated in order to be safe. In either instance, the safety of water is assessed with tests which look for potentially harmful contaminants.

**Right of Way** - a strip of land occupied or intended to be occupied by transportation and public use facilities, such as roadways, railroads, and utility lines. The land is either owned outright or controlled by easement by the public agency.

**State Route (SR)** – a road (usually numbered) that is owned and maintained by the state, except in cities.

**Unincorporated Area** – a region of land that is not governed by its own local municipal corporation, but rather is administered as part of a larger administrative division, such as a township.

**Topography** - the shape or configuration of the land, represented on a map by contour lines, shading etc.

**Urban Sprawl** - the outward spreading of a city and its suburbs to low-density (and often auto-dependent) development on rural land.

**Wetland** - a land area that is saturated with water, either permanently or seasonally, such that it takes on the characteristics of a distinct ecosystem. Wetlands include swamps, marshes and bogs.

# CHAPTER 15: APPENDIX





# Champion Township Community Survey

The Champion Township Trustees and the Trumbull County Planning Commission are working on updating the Champion Township Comprehensive Plan for the future of our township. The comprehensive plan looks at the physical needs of the township and will have goals and policies for future development.

Your response to this survey will help shape the township's comprehensive plan. Please take a few minutes to answer the questions and add any comments you may have so your views are considered as the plan is developed. The survey will be open to residents of the township and/or business owners in the township until **Friday, June 10, 2013**.

Please leave your completed survey where you picked it up, **or** hand it to a township trustee, drop it off at the Champion Township building or mail it to:

Champion Community Survey  
 Trumbull County Planning Commission  
 347 North Park Avenue  
 Warren, Ohio 44481

You can also complete the survey online at: [www.championtownship.org](http://www.championtownship.org)

**Thank you very much for helping in this crucial first phase of the Champion Township comprehensive planning process.**

## Community Services and Facilities

Please provide your assessments and opinions on the community services and facilities offered in Champion Township.

1. Please indicate your satisfaction with the overall quality of life in Champion Township.  
 (Place an X in the appropriate box.)

	Very Poor	Poor	Average	Good	Excellent
Overall quality of life in Champion Township					

Specific Comments

---



---



---

2. How do you rate the following services and facilities available in Champion Township?  
 (Please place an X in the appropriate box.)

	Very Poor	Poor	Average	Good	Excellent	Not Familiar With This
Police						
Fire						
EMS (Ambulance)						
Road Maintenance						
Snow Removal						
Streets						
Township Website						
Cemeteries						
Zoning						
Parks and Recreation						
Town Hall Building						
Other						

3. Please indicate whether you agree or disagree with the following statements.  
 (Place an X in the appropriate box.)

	Strongly Disagree	Disagree	Agree	Strongly Agree
Champion Township is a friendly place to live				
The township has an attractive appearance				
I speak well about Champion Township to family and friends				
The township deals with problems effectively				
Township officials do a good job of including the public in their decision making				
Crime is a problem in the township				

4. How do you rate your satisfaction with the following services in Champion Township?  
 (Please place an X in the appropriate box.)

	Very Dissatisfied	Somewhat Dissatisfied	Satisfied	Somewhat Satisfied	Very Satisfied	Not a Customer / Not Available to Me
Electric Utility						
Gas Utility						
Township's Natural Gas						
Water Service						
Sewer Service						
Land Line Telephone						
Cell Phone Service						
Internet Services						

## Planning for the Future

1. What do you like most about Champion Township?

---



---



---



---

2. I think Champion Township needs to plan for....

---



---



---



---

5. What would you like to see improved in your community?

---

---

---

---

4. If there are roads that need improvement, please describe location and condition.

---

---

---

---

5. What type of business establishments would you like to see in Champion Township?

---

---

---

---

6. Where in the township would you like to see retail and commercial businesses located?

---

---

---

---

7a. Champion Township owns an 80-acre parcel of agricultural land on SR 45 south of Champion High school and connecting to the Champion Township cemetery. Would you like to see that property used for a community purpose? (Please place an X in the appropriate box.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

7b. **If Yes**, what would you like to see there (*for example*, a park, a community center, an amphitheater, athletic field(s), joint use(s) with the school, new township government facilities (such as a township hall, fire/police station, cemetery expansion, a recycling center), a farmers market, a connection to the greenway trail to the east, a combination of uses)? Please note your top 3 suggestions.

---

---

---

7c **If No**, please explain.

---

---

---

8. Which area of the township do you reside in? (Please place an X in the appropriate box.)

- North of State Route 305 and east of State Route 45
- South of State Route 305 and east of State Route 45
- North of State Route 305 and west of State Route 45
- South of State Route 305 and west of State Route 45

9. Would you be in support of sharing services with neighboring townships? For example, a joint fire, police, or other district. (Please place an X in the appropriate box.)

Yes                       No

10. Additional Comments?

---

---

---

---

## Please tell us about yourself.

How old are you? (Please place an X in the appropriate box.)

\_\_\_\_\_ Under 18                      \_\_\_\_\_ 19 – 29                      \_\_\_\_\_ 30 – 39  
\_\_\_\_\_ 40 – 49                      \_\_\_\_\_ 50 – 59                      \_\_\_\_\_ 60 – 69  
\_\_\_\_\_ 70+

Are you a resident of Champion Township? (Please place an X in the appropriate box.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Are you a property owner in Champion Township? (Please place an X in the appropriate box.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Are you a business owner in Champion Township? (Please place an X in the appropriate box.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

Where do you work? (Please place an X in the appropriate box.)

\_\_\_\_\_ Champion Township                      \_\_\_\_\_ Trumbull County  
\_\_\_\_\_ Outside of Trumbull County                      \_\_\_\_\_ Not Employed

Are you retired? (Please place an X in the appropriate box.)

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

How many years have you lived in or owned property or a business in Champion Township?

\_\_\_\_\_ year(s)

How many adults live in your household? \_\_\_\_\_

How many children under 18 years live in your household? \_\_\_\_\_

## Thank you for completing this survey and giving us your comments!

All surveys and comments received will be reviewed and considered as the Champion Township Comprehensive Plan is drafted. A draft of the plan is anticipated to be available for review in early 2014.



# Community Meeting



Wednesday, June 18, 7:00 - 8:30 p.m.

Kent State Trumbull – Technology Building, Room 117  
4314 Mahoning Avenue, NW

The Champion Township Trustees and Trumbull County Planning Commission are spearheading a plan to guide growth and development in Champion Township over the next 20 years. The process will develop an update to the 2001 Champion Township Comprehensive Plan. The focus of this meeting will be to gather public input regarding the Township-owned 80-acre parcel on SR 45, south of Champion High School. An update about the progress of the comprehensive plan will also be given.

**Your insight matters!** We need to tap into the local knowledge of the residents and businesses that live and work in Champion Township every day. Have an idea for the parcel? Come tell us what you think!

**Your input and ideas will help shape the future of Champion Township.**



For more information, please contact Anthony Kobak at the Trumbull County Planning Commission, 330.675.2480 or [pckobak@co.trumbull.oh.us](mailto:pckobak@co.trumbull.oh.us)

JOINT USE AGREEMENT 1:

# Opening Outdoor School Facilities for Use During Non-School Hours

Developed by the National Policy & Legal Analysis Network to  
Prevent Childhood Obesity (NPLAN)

*Support for this document was provided by a grant from the  
Robert Wood Johnson Foundation.*

*This model agreement serves as a template for communities to use to develop their own joint use agreement. Before undertaking a joint use project, the parties must research their state and local law to determine whether there are any requirements or prohibitions related to developing joint use agreements or whether a joint use agreement is the most advantageous vehicle for opening up school recreation facilities for after-hours use.*

Joint Use Agreement 1 is the simplest of the model joint use agreements. It is an agreement between the school district and the local city, town, or county government (referred to generically as “City”), in which the school district agrees to allow the local government to open for community use designated school district outdoor recreation facilities, such as playgrounds, blacktop areas, and playing fields during time, such as weekends and holidays, when the district is not using the facilities.

To implement an effective agreement, the parties must designate the specific recreation facilities to be opened to use and address access, security, maintenance, custodial services, and repairs or restitution. In addition, the agreement should contain a procedure for resolving disputes and an allocation of costs, risks and insurance.

The model agreement provides comments explaining the different provisions in the agreement. The language in the agreement written in *italics* provides different options or explains the type of information that needs to be inserted in the blank spaces in the agreement.

*Prepared by the National Policy & Legal Analysis Network to Prevent Childhood Obesity (NPLAN)  
[www.nplanonline.org](http://www.nplanonline.org).*

*NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

## Joint Use Agreement 1: Opening Outdoor School Facilities For Use During Non-School Hours

AGREEMENT BETWEEN THE \_\_\_\_\_ COUNTY SCHOOL DISTRICT (“DISTRICT”) AND \_\_\_\_\_ CITY/COUNTY (“CITY”) FOR USE OF SCHOOL RECREATION FACILITIES

### Recitals

WHEREAS, State Code section \_\_\_\_\_ *authorizes/encourages* school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, State Code section \_\_\_\_\_ authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to the enhancement of the recreational opportunities afforded to the children in the community; and

### Comments about “Recitals”:

Recitals are a preliminary statement in a contract or agreement explaining the reasons for entering into it, the background of the transaction, or showing the existence of particular facts. Traditionally, each recital begins with the word *whereas*, but that is not required.

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

### 1. Term

This Agreement will begin on \_\_\_\_\_ and will continue for a period of \_\_\_\_\_ years, *[and then shall be automatically renewed on a \_\_\_\_\_ basis]* unless sooner terminated as provided for hereinafter in Section 14.

### Comments about “Term”:

The term is the duration of the Agreement. The Agreement should include a specific start and end date. The parties may want to include a provision allowing for automatic renewal of the Agreement.

### 2. Effective Date

This Agreement shall be effective upon \_\_\_\_\_ and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

**Comments about “Effective Date”:**

The effective date is the date upon which the Agreement will become operative. Often it is the date signed by the responsible officials.

Some school districts may be reluctant to open facilities for after-hour use, fearing property damage. The Agreement designates responsibility for damage repair in section 9. Both parties should inspect facilities before opening them to use to establish an understanding of the condition of the facilities prior to the Agreement.

**3. Facilities Covered**

The term “Active Use Areas” will be used for purposes of this Agreement to mean the designated fields, playgrounds, and parking lots.

Terms of this Agreement will apply to all Active Use Areas owned by the District as identified on Attachment A to this Agreement. The District and the City shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the District and the City.

**Comments about “Facilities Covered”:**

Alternatively, the listing of Active Use Areas could be inserted in this section. It is important that this list be compiled carefully to ensure its accuracy.

**4. Permitted Uses of Active Use Areas**

The District shall be entitled to the exclusive use of Active Use Areas for public school and school-related educational and recreational activities, including summer school, and, at such other times as Active Use Areas are being used by the District or its agents.

The City shall be entitled to access Active Use Areas to open them for use by the community during daylight hours on weekends and school holidays when the District or its agents are not using the Active Use Areas. Such use shall be referred to as “Public Access Hours.”

**Comments about “Permitted Uses of Active Use Areas”:**

The parties will tailor these times to best suit the needs of their community. Depending upon whether the school or another provider operates an after school program, the parties may want to open the facilities to use after school on regular school days.

**5. Compliance With Law**

All use of District and City property shall be in accordance with state and local law. *[Optional: Enumerate applicable state law here.]* In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

## 6. Obligations of City

### Comments about “Obligations of City”:

In this and the following section, the Agreement should specify the obligations of the two parties in relation to the Agreement. Issues such as access, security, maintenance, and custodial services should be addressed. The parties will tailor these provisions to determine which party is responsible for different tasks according to local law and community needs.

#### a. Designation of Employee

The City shall designate an employee with whom the District, or any authorized agent of the District, may confer regarding the terms of this Agreement.

#### b. Access and Security

The City shall provide the staff necessary to open and close the Active Use Areas during Public Access Hours.

#### c. Inspection and Notification

The City staff shall inspect the Active Use Areas to ensure these sites are returned in the condition they were received. The staff shall ensure the District is notified within \_\_\_\_\_ hours/days *[insert timing here]* in the event that an Active Use Area suffers damage during Public Access Hours.

#### d. Supervision

The City shall provide personnel necessary for the direction or supervision of activities sponsored by the City at Active Use Areas. The City shall enforce all District rules, regulations, and policies provided by the District while directing community recreational activities at Active Use Areas.

### Comments about “Supervision”:

The City may wish to provide supervised play during Public Access Hours or simply open the Active Use Areas to Public Access without supervision. This model clause provides for supervision.

#### e. Equipment and Storage

The City shall furnish all expendable materials necessary for carrying out its programs.

#### f. Custodial

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles. If there is a significant increase in trash volume, the City shall provide custodial services necessary to keep the Active Use Areas in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

### Comments about “Custodial”:

The parties will need to make arrangements for trash disposal during Public Access Hours.

**g. Toilet Facilities**

The City shall place temporary, portable, restroom facilities at Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

**Comments about “Toilet Facilities”:**

The parties will need to make restroom facilities available for community users of the Active Use Areas.

**7. Obligations of District****a. Designation of Employee**

The District shall designate an employee with whom the City, or any authorized agent of the City, may confer regarding the terms of this Agreement.

**b. Access and Security**

The District will provide access to the Active Use Areas. The District will provide keys, security cards, and training as needed to the City employee(s) responsible for opening and locking the Active Use Areas for Public Access Hours.

**c. Inspection and Notification**

The District will inspect each Active Use Area site after Public Access Hours and report any damage to the City’s designated employee within \_\_\_\_\_ days after inspection. Such notification shall consist of sending written notification by letter, facsimile, or email to the City’s designated employee identifying the Active Use Area, date of detection, name of inspector, description of damage and estimated or fixed costs of repair or property placement.

**d. Equipment and Storage**

The District shall provide a locked equipment storage facility at a location specified by the District.

**Comments about “Equipment and Storage”:**

The parties should determine whether to permit the City to maintain a storage facility for equipment it provides during Public Access Hours, the location of the storage, and the conditions for maintaining the storage.

**e. Custodial**

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles. If there is a significant increase in trash volume, the District shall notify the City’s designated employee so the City may provide custodial services necessary to keep the Active Use Areas in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

#### f. Toilet Facilities

The District will not make restroom facilities available during Public Access Hours, but will permit the City to place temporary, portable, restroom facilities at Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

#### Comments about “Toilet Facilities”:

The parties will need to make restroom facilities available to community users. Another option would be to open the school restrooms to community users.

### 8. Maintenance

*[Option One: The District retains responsibility for maintenance of Active Use Areas]*

The District shall perform normal maintenance of Active Use Areas at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of the Active Use Areas.

*[Option Two: The District retains responsibility for maintenance of playground and blacktop Active Use Areas and delegates to the City the responsibility of maintenance of playing fields.]*

The District shall perform normal maintenance of all playground and blacktop [       *or other facility*] Active Use Areas at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of the Active Use Areas.

The City shall provide regular maintenance of playing fields [*or other facility*], including to the irrigation and drainage systems and turf around the field perimeter and fences. Such regular maintenance shall consist of \_\_\_\_\_ [*describe maintenance requirements*].

#### Comments about “Maintenance”:

The parties need to allocate responsibility for maintenance of the facilities. They may wish to select one of these options or draft another option.

### 9. Restitution and Repair

*[Option One: Model clause requiring the City to repair damage.]*

The City shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Active Use Areas that occurs during Public Access Hours.

*[Option Two: Model clause requiring the City to notify the District of damage and reimburse the costs to the District of repairing damage.]*

The City shall be responsible for making restitution for the repair of damage to Active use Areas during Public Access Hours.

- a. Inspection and Notification** The District shall, through its designated representative, inspect and notify the City of any damage, as described above in subsection 6(c).
- b. Repairs** Except as mutually agreed, the City shall not cause repairs to be made for any building, facility, property, or item of equipment for which the District is responsible. The District agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 9(d) of this Agreement that the City is responsible for the damage, then the City agrees to reimburse the District at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The District shall send an invoice to the City's designated representative within \_\_\_\_ days of completion of repairs or replacement of damaged property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The City shall reimburse the District within \_\_\_\_\_ days from receipt of such invoice.
- d. Disagreements** The City shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the District, provided this disagreement is made within \_\_\_\_\_ days after a first notification.
  - i** The City shall notify the District of any disagreement in writing by letter, facsimile, or email to the District's designated employee. The City shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the City.
  - ii** After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and the District, shall make an on-site investigation and attempt a settlement of the disagreement.
  - iii** In the event an agreement cannot be reached, the matter shall be referred to \_\_\_\_\_ [City official] and \_\_\_\_\_ [District official], or their designees, for resolution.
  - iv** The District shall have the right to make immediate emergency repairs or replacements of property without voiding the City's right to disagree.

**Comments about "Restitution and Repair":**

The Agreement should address responsibility for repairing damaged facilities. The District may want the City to make any repairs or may want to make the repairs using its own personnel or contractors and have the City reimburse the District for the costs. Parties should address: (1) Which party will be responsible for making the repairs; (2) The timeline for making repairs; (3) The method and timeline for making reimbursements; and (4) The method for resolving disputes over repairs/reimbursements.

## 10. Operational Costs

### a. Documentation of Costs

The City and the District shall maintain records of costs associated with the Agreement.

### b. Payment of Overtime

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

#### Comments about “Operational Costs”:

In this section, the parties can allocate any costs associated with the Agreement. The District may wish for the City to pay a nominal rent to the District for the Active Use Areas. The parties may wish to absorb the costs each incur while implementing the Agreement or require one or the other to be responsible for the costs.

## 11. Liability and Indemnification

*[Option One: The model clause below places responsibility on the City to indemnify the District for any liability as a result of personal injury or property damage or damage to District property, unless the damage is caused by the negligence or willful misconduct of District employees.]*

The City shall indemnify and hold harmless the District, its Board, officers, employees and agents (collectively, the “School Parties” and individually, a “School Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of (a) personal injury or property damage caused by any act or omission during the Public Access Hours; or (b) any damage to any District property as a result of access granted pursuant to this Agreement; provided, however, the City shall not be obligated to indemnify the School Parties to the extent any Loss arises out of the negligence or willful misconduct of the School Parties. In any action or proceeding brought against a School Party indemnified by the City hereunder, the City shall have the right to select the attorneys to defend the claim, to control the defense and to determine the settlement or compromise of any action or proceeding, provided that the applicable School Party shall have the right, but not the obligation, to participate in the defense of any such claim at its sole cost. With respect to damage to District facilities, remediation will be provided at the full cost of replacement or repair to the facility, as applicable.

*[Option Two: The model mutual indemnity clause below provides for each party to pay for their share of liability.]*

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

**Comments about "Liability and Indemnification":**

An Indemnification Clause is a contractual provision in which one party agrees to be responsible for any specified or unspecified liability or harm that the other party might incur. The District and City have three options: (1) the City can take responsibility for the potential liability; (2) the District can take responsibility; or (3) they can share responsibility with a mutual indemnity clause. Attorneys for the City and District will tailor the indemnity clauses to reflect their state and local law and practice.

**12. Insurance**

The City and the District agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \_\_\_\_\_ per occurrence \_\_\_\_\_ aggregate.
- b. Workers' Compensation. Workers' compensation coverage, as required by \_\_\_\_\_ *[state law]*.
- c. \_\_\_\_\_ *[Other types of insurance required]*.
- d. Documentation of Insurance. The City and the District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the City or the District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**Comments about "Insurance":**

Insurance is a contract by which one party (the *insurer*) undertakes to indemnify another party (the *insured*) against risk of loss, damage, or liability arising from the occurrence of some specified contingency. **City and District personnel must confirm with risk managers at both the City and District the nature and extent of insurance coverage maintained by each party so that the Agreement accurately reflects the amount of insurance coverage of each party.** Attorneys for the City and District will tailor the insurance clauses to reflect their state and local law and practice.

### 13. Evaluation/Conflict Resolution

- a. The City and the District shall establish a Joint Use Interagency Team, composed of staff representatives of the City and the District, to monitor the joint use project and Agreement for its duration. The Interagency Team shall hold conference calls or meetings \_\_\_\_\_ *[add frequency of meetings here]* to review the performance of the project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to \_\_\_\_\_ *[City official]* and \_\_\_\_\_ *[District official]*, or their designees, for resolution.
- b. The Joint Use Interagency Team shall review the Agreement by \_\_\_\_\_ each year to evaluate the Project and to propose amendments to this Agreement.

#### Comments about “Evaluation/Conflict Resolution”:

The parties need to have a process by which to address and resolve any concerns or problems that arise during the Agreement and to evaluate the Agreement. The parties can determine what type of communication will best serve their needs in carrying out the Agreement.

### 14. Termination

This Agreement may be terminated at any time prior to its expiration, for \_\_\_\_\_ *[add basis here]* upon \_\_\_\_\_ *days/months/years/* written notice.

#### Comments about “Termination”:

The termination clause sets forth the conditions upon which either party can end the Agreement before its term expires. The City and District will tailor this clause to reflect what conditions or actions will be sufficient to terminate the Agreement and how much notice each party must give the other before terminating it.

### 15. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

#### Comments about “Entire Agreement”:

This clause provides that the Agreement constitutes the sole obligations of the parties. Prior oral or written agreements will not be valid or enforceable.

**16. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**Comments about “Amendments”:**

This clause requires any changes to the Agreement to be made in writing and approved by both parties.

**17. Any Additional Provisions Required by State or Local Law****Comments about “Any Additional Provisions Required by State or Local Law”:**

State or local law or practice may require additional clauses in the Agreement.

Signatures

JOINT USE AGREEMENT 2:

# Opening Indoor and Outdoor School Facilities for Use During Non-School Hours

Developed by the National Policy & Legal Analysis Network to  
Prevent Childhood Obesity (NPLAN)

*Support for this document was provided by a grant from the  
Robert Wood Johnson Foundation.*



*This model agreement serves as a template for communities to use to develop their own joint use agreement. Before undertaking a joint use project, the parties must research their state and local law to determine whether there are any requirements or prohibitions related to developing joint use agreements or whether a joint use agreement is the most advantageous vehicle for opening up school recreation facilities for after-hours use.*

Joint Use Agreement 2 is a model agreement between the school district and the local city, town, or county government (referred to generically as “City”), in which the school district agrees to allow the local government to open for community use designated school district indoor and outdoor recreation facilities, such as gymnasiums, playgrounds, blacktop areas, and playing fields during times, such as weekends and holidays, when the district is not using the facilities.

To implement an effective agreement, the parties must designate the specific recreation facilities to be opened to use and address access, security, supervision, maintenance, custodial services, and repairs or restitution. In addition, the agreement should contain a procedure for resolving disputes and an allocation of costs, risks and insurance.

The model agreement provides comments explaining the different provisions in the agreement. The language written in *italics* provides different options or explains the type of information that needs to be inserted in the blank spaces in the agreement.

*Prepared by the National Policy & Legal Analysis Network to Prevent Childhood Obesity (NPLAN)  
[www.nplanonline.org](http://www.nplanonline.org).*

*NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

## Joint Use Agreement 2: Opening Indoor and Outdoor School Facilities For Use During Non-School Hours

AGREEMENT BETWEEN THE \_\_\_\_\_ COUNTY SCHOOL DISTRICT  
("DISTRICT") AND \_\_\_\_\_ CITY/COUNTY ("CITY") FOR USE OF SCHOOL  
RECREATION FACILITIES

### Recitals

WHEREAS, State Code section \_\_\_\_\_ authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, State Code section \_\_\_\_\_ authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to enhancing the recreational opportunities afforded to the children in the community; and

### Comments about "Recitals":

Recitals are a preliminary statement in a contract or agreement explaining the reasons for entering into it, the background of the transaction, or showing the existence of particular facts. Traditionally, each recital begins with the word *whereas*, but that is not required.

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

### 1. Term

This Agreement will begin on \_\_\_\_\_ and will continue for a period of \_\_\_\_\_ years, *[and then shall be automatically renewed on a \_\_\_\_\_ basis]* unless sooner terminated as provided for hereinafter in Section 14.

### Comments about "Term":

The term is the duration of the Agreement. The Agreement should include a specific start and end date. The parties may want to include a provision allowing for automatic renewal of the Agreement.

### 2. Effective Date

This Agreement shall be effective upon \_\_\_\_\_ and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

**Comments about “Effective Date”:**

The effective date is the date upon which the Agreement will become operative. Often it is the date signed by the responsible officials.

Some school districts may be reluctant to open facilities for after-hour use, fearing property damage. The Agreement designates responsibility for damage repair in section 9. Both parties should inspect facilities before opening them to use to establish an understanding of the condition of the facilities prior to the Agreement.

### 3. Facilities Covered

#### a. Outdoor Facilities

The term “Outdoor Active Use Areas” will be used for purposes of this Agreement to mean the designated fields, playgrounds, \_\_\_\_\_, and parking lots. Terms of this Agreement will apply to all Outdoor Active Use Areas owned by the District as identified on Attachment A to this Agreement. The District and the City shall have the right to add or exclude Active Use Areas during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City.

**Comments about “Outdoor Facilities”:**

Alternatively, the listing of Active Use Areas could be inserted in this section. It is important that this list be compiled carefully to ensure its accuracy.

#### b. Indoor Facilities

The term “Indoor Active Use Areas” will be used for purposes of this Agreement to mean the designated gymnasiums, swimming pools, \_\_\_\_\_, or other indoor recreation facilities. Terms of this Agreement will apply to all Indoor Active Use Areas owned by the District as identified in Attachment B to this Agreement. The District and the City shall have the right to add or exclude Active Use Areas during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City.

**Comments about “Indoor Facilities”:**

Again, the listing of Indoor Active Use Areas could be inserted in this section. It is important that this list be carefully compiled to ensure its accuracy.

#### c. Active Use Areas

The term “Active Use Areas” will be used for both Indoor and Outdoor Active Use Areas.

### 4. Permitted Uses of Active Use Areas

The District shall be entitled to the exclusive use of all Indoor and Outdoor Active Use Areas for public school and school-related educational and recreational activities,

including summer school, and, at such other times as Active Use Areas are being used by the District or its agents.

**Comments about “Permitted Uses of Active Use Areas”:**

Communities will tailor these times to best suit their needs. Depending upon whether the school or another provider operates an after school program, communities may want to open the facilities to use after school on regular school days.

**a. City Access to Outdoor Active Use Areas**

The City shall be entitled to access Outdoor Active Use Areas to open them for use by the community during daylight hours on weekends and school holidays, when the District or its agents are not using the Outdoor Active Use Areas. Such use shall be referred to as “Outdoor Public Access Hours.”

**b. City Access to Indoor Active Use Areas**

The City shall have access to Indoor Active Use Areas to open them for use by the community on \_\_\_\_\_ *[Specify hours here or alternatively provide for the hours on a separate attachment.]* Such use shall be referred to as “Indoor Public Access Hours.”

**c. Parking Facilities**

During Public Access Hours the District shall make available for public parking the parking facilities listed in Attachment C to this Agreement.

**Comments about “Parking Facilities”:**

The parties should determine whether the community will have access to any parking facilities, and if so, the conditions for access to them.

**5. Compliance With Law**

All use of District and City property shall be in accordance with state and local law. *[Optional: Enumerate applicable state law here.]* In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

**6. Obligations of City**

**Comments about “Obligations of City”:**

In this and the following section, the Agreement should specify the obligations of the two parties in relation to the Agreement. Issues such as access, security, maintenance and custodial services should be addressed. The parties will tailor these provisions to determine which party is responsible for different tasks according to state and local law and community needs. The model language set forth here should be changed to reflect the needs of the parties and community.

**a. Designation of Employee**

The City shall designate an employee with whom the District, or any authorized agent of the District, may confer regarding the terms of this Agreement.

**b. Access and Security**

The City shall provide the personnel necessary to open and close the Indoor and Outdoor Active Use Areas during Public Access Hours.

**c. Inspection and Notification**

The City personnel shall inspect the Indoor and Active Use Areas to ensure these sites are returned in the condition they were received. The personnel shall ensure the District is notified within \_\_\_\_\_ hours/days [*insert timing here*] in the event that an Active Use Area suffers damage during Public Access Hours.

**d. Supervision**

**Comments about “Supervision”:**

The City may wish to provide supervised play during Public Access Hours or simply open the Outdoor Active Use Areas to Public Access without supervision. This model clause provides for supervision.

**i Outdoor Active Use Areas**

The City shall provide personnel necessary for the direction or supervision of activities at Outdoor Active Use Areas. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities at Outdoor Active Use Areas.

**ii Indoor Active Use Areas**

The City shall provide personnel necessary for the direction or supervision of activities in Indoor Active Use Areas. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities at Indoor Active Use Areas.

**Comments about “Indoor Active Use Areas”:**

The parties will need to determine the type of supervision required for Indoor Active Use Areas depending on the type of facility (i.e. gymnasium, swimming pool), state and local health and safety regulations, and other applicable requirements. The parties may need to provide more specific requirements for supervision in the Agreement, an attachment, or by reference to other state or local laws, regulations or other requirements.

**a. Equipment and Storage**

The City shall furnish all expendable materials necessary for carrying out its programs.

**b. Custodial**

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash

receptacles. If there is a significant increase in trash volume, the City shall provide custodial services necessary to keep Active Use Areas in a neat, orderly, and sanitary condition at all times during the Public Access Hours.

**c. Toilet Facilities**

The City shall place temporary, portable, restroom facilities at Outdoor Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

**Comments about “Toilet Facilities”:**

The parties should determine whether to permit community access to District restroom facilities. This Agreement is drafted to permit community access to District bathrooms during community use of Indoor Active Use Areas. The parties should determine what access will be permitted during Public Access Hours at Outdoor Active Use Areas.

**7. Obligations of District**

**a. Designation of Employee**

The District shall designate an employee with whom the City, or any authorized agent of the City, may confer regarding the terms of this Agreement.

**b. Access and Security**

The District shall provide access to the Active Use Areas. The District will provide keys, security cards, and training as needed to the City employee(s) responsible for opening and locking the Indoor and Outdoor Active Use Areas for Public Access Hours.

**c. Inspection and Notification**

The District shall inspect each Active Use Area site after Public Access Hours and report any damage to the City within \_\_\_\_\_ days after inspection. Such notification shall consist of sending written notification by letter, facsimile, or email to the City’s designated employee identifying the Active Use Area, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property placement.

**d. Equipment and Storage**

The District shall provide a locked equipment storage facility at a location specified by the District.

**Comments about “Equipment and Storage”:**

The parties should determine whether to permit the City to maintain a storage facility for equipment it provides during Public Access Hours and the conditions for maintaining the storage.

**e. Custodial**

The District shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles. If there is a significant increase in trash volume, the District shall notify



*[Option Two: Model clause requiring the City to notify the District of damage and reimburse the costs to the District of repairing damage.]*

The City shall be responsible for making restitution for the repair of damage to Active Use Areas during Public Access Hours.

- a. Inspection and Notification** The District shall, through its designated employee, inspect and notify the City of any damage, as described above in subsection 6(c).
- b. Repairs** Except as mutually agreed, the City shall not cause repairs to be made for any building, facility, property, or item of equipment for which the District is responsible. The District agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under Section 9(c) of this Agreement that the City is responsible for the damage, then the City agrees to reimburse the District at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The District shall send an invoice to the City's designated employee within \_\_\_\_ days of completion of repairs or replacement of damaged property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The City shall reimburse the District within \_\_\_\_\_ days from receipt of such invoice.
- d. Disagreements** The City shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the District, provided this disagreement is made within \_\_\_\_\_ days after a first notification.
  - i** The City shall notify the District of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The City shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the City.
  - ii** After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
  - iii** In the event an agreement cannot be reached, the matter shall be referred to \_\_\_\_\_ [City official] and \_\_\_\_\_ [District official], or their designees, for resolution.
  - iv** The District shall have the right to make immediate emergency repairs or replacements of property without voiding the City's right to disagree.

**Comments about “Restitution and Repair”:**

After discussion, the parties will tailor this provision to best suit their needs. The District may want the City to make any repairs or may want to make the repairs using its own personnel or contractors and have the City reimburse the District for the costs. Parties should address: (1) Which party will be responsible for making the repairs; (2) The timeline for making repairs; (3) The method and timeline for making reimbursements; and (4) The method for resolving disputes over repairs/reimbursements.

**10. Operational Costs****a. Documentation of Costs**

The City and the District shall maintain records of costs associated with the Agreement.

**b. Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement.

**Comments about “Operational Costs”:**

In this section, the parties can allocate any costs associated with the Agreement. The District may wish for the City to pay a nominal rent to the District for the Active Use Areas. The parties may wish to absorb the costs each incur while implementing the Agreement or require one or the other to be responsible for the costs.

**11. Liability and Indemnification**

*[Option One: The model clause below places responsibility on the City to indemnify the District for any liability as a result of personal injury or property damage or damage to District property, unless the damage is caused by the negligence or willful misconduct of District employees.]*

The City shall indemnify and hold harmless the District, its Board, officers, employees and agents (collectively, the “School Parties” and individually, a “School Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of (a) personal injury or property damage caused by any act or omission during the Public Access Hours; or (b) any damage to any District property as a result of access granted pursuant to this Agreement; provided, however, the City shall not be obligated to indemnify the School Parties to the extent any Loss arises out of the negligence or willful misconduct of the School Parties. In any action or proceeding brought against a School Party indemnified by the City hereunder, the City shall have the right to select the attorneys to defend the claim, to control the defense, and to determine the settlement or compromise of any action or proceeding, provided the applicable School Party shall have the right, but not the obligation, to participate in the defense of any such claim at its sole cost. With respect to damage to District facilities, remediation will be provided at the full cost of replacement or repair to the facility, as applicable.

*[Option Two: The model mutual indemnity clause below provides for each party to pay for their share of liability.]*

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents or employees.

**Comments about "Liability and Indemnification":**

An Indemnification Clause is a contractual provision in which one party agrees to be responsible for any specified or unspecified liability or harm that the other party might incur. The District and City have three options: (1) the City can take responsibility for the potential liability; (2) the District can take responsibility; or (3) they can share responsibility with a mutual indemnity clause. Attorneys for the City and District will tailor the indemnity clauses to reflect their state and local law and practice.

## 12. Insurance

The City and the District agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \_\_\_\_\_ per occurrence \_\_\_\_\_ aggregate.
- b. Workers' Compensation. Workers' compensation coverage, as required by \_\_\_\_\_ [state law].
- c. \_\_\_\_\_ [Other types of insurance required].
- d. Documentation of Insurance. The City and District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the City or District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**Comments about “Insurance”:**

Insurance is a contract by which one party (the *insurer*) undertakes to indemnify another party (the *insured*) against risk of loss, damage, or liability arising from the occurrence of some specified contingency. **City and District personnel must confirm with risk managers at both the City and District the nature and extent of insurance coverage maintained by each party so that the Agreement accurately reflects the amount of insurance coverage of each party.** Attorneys for the City and District will tailor the insurance clauses, including the types and amount of insurance and type of documentation, to reflect their state and local law and practice.

**13. Evaluation/Conflict Resolution**

- a. The City and the District shall establish a Joint Use Interagency Team, composed of staff representatives of the City and the District, to monitor the joint use project and Agreement for its duration. The Interagency Team shall hold conference calls or meetings \_\_\_\_\_ [*add frequency of meetings here*] to review the performance of the project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to \_\_\_\_\_ [*City official*] and \_\_\_\_\_ [*District official*], or their designees, for resolution.
- b. The Joint Use Interagency Team shall review the Agreement by \_\_\_\_\_ each year to evaluate the project and to propose amendments to this Agreement.

**Comments about “Evaluation/Conflict Resolution”:**

The parties need to have a process by which to address and resolve any concerns or problems that arise during the Agreement and to evaluate the Agreement. The parties can determine what type of communication will best serve their needs in carrying out the Agreement. The parties will have developed some type of work group/communication method in developing the plan that they may wish to continue to address problems that may occur during the operation of the agreement.

**14. Termination**

This Agreement may be terminated at any time prior to its expiration, for \_\_\_\_\_ [*add basis here*] upon \_\_\_\_\_ [*days/months/years*] written notice.

**Comments about “Termination”:**

The termination clause sets forth the conditions upon which either party can end the Agreement before its term expires. The City and District will tailor this clause to reflect what conditions or actions will be sufficient to terminate the Agreement and how much notice each party must give the other before terminating it.

**15. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

**Comments about “Entire Agreement”:**

This clause provides that the Agreement constitutes the sole obligations of the parties. Prior oral or written agreements will not be valid or enforceable.

**16. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**Comments about “Amendments”:**

This clause requires any changes to the Agreement to be made in writing and approved by both parties.

**17. Any Additional Provisions Required by State or Local Law****Comments about “Any Additional Provisions Required by State or Local Law”:**

State or local law or practice may require additional clauses in the Agreement.

Signatures

JOINT USE AGREEMENT 3:

# **Opening School Facilities for Use During Non-School Hours and Authorizing Third Parties to Operate Programs**

Developed by the National Policy & Legal Analysis Network to  
Prevent Childhood Obesity (NPLAN)

*Support for this document was provided by a grant from the*

*Robert Wood Johnson Foundation.*

www.nplanonline.org

***This model agreement serves as a template for communities to use to develop their own joint use agreement. Before undertaking a joint use project, the parties must research their state and local law to determine whether there are any requirements or prohibitions related to developing joint use agreements or whether a joint use agreement is the most advantageous vehicle for opening up school recreation facilities for after-hours use.***

Joint Use Agreement 3 is a model agreement between the school district and the local city, town, or county government (referred to generically as “City”), in which the school district agrees to allow the local government to open for community use designated school district indoor and outdoor recreation facilities, such as gymnasiums, playgrounds, blacktop areas, and playing fields during time, such as weekends and holidays, when the district is not using the facilities. It also allows for third parties, such as youth organizations or youth sports leagues, to operate recreation programs using school facilities.

To implement an effective agreement, the parties must designate the specific recreation facilities to be opened to use and address access, security, supervision, maintenance, custodial services, and repairs or restitution. In addition, the agreement should contain a procedure for resolving disputes, a mechanism for scheduling use of the facilities, and an allocation of costs, risks, and insurance.

The model agreement assumes the district has existing policies and procedures regulating third party use of district facilities that address access, fees, insurance requirements, and use of facilities. The agreement requires that third party users comply with those existing policies and procedures. If the district does not have existing policies addressing the requirements for third party use, the district or the district and city together will need to enact those policies and procedures.

The model agreement provides comments explaining the different provisions in the agreement. The language written in *italics* provides different options or explains the type of information that needs to be inserted in the blank spaces in the agreement.

Prepared by the National Policy & Legal Analysis Network to Prevent Childhood Obesity (NPLAN)  
www.nplanonline.org.

NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.

### **Joint Use Agreement 3: Opening School Facilities for Use During Non-School Hours and Authorizing Third Parties to Operate Programs**

AGREEMENT BETWEEN THE \_\_\_\_\_ COUNTY SCHOOL DISTRICT  
("DISTRICT") AND \_\_\_\_\_ CITY/COUNTY ("CITY") FOR USE OF SCHOOL  
RECREATION FACILITIES

#### **Recitals**

WHEREAS, State Code section \_\_\_\_\_ authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, State Code section \_\_\_\_\_ authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and collaborate to enhance the recreational opportunities afforded to the children in the community; and

#### **Comments about "Recitals":**

Recitals are a preliminary statement in a contract or agreement explaining the reasons for entering into it, the background of the transaction, or showing the existence of particular facts. Traditionally, each recital begins with the word *whereas*, but that is not required.

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

#### **1. Term**

This Agreement will begin on \_\_\_\_\_ and will continue for a period of \_\_\_\_\_ years, *[and then shall be automatically renewed on a \_\_\_\_\_ basis]* unless sooner terminated as provided for hereinafter in Section 19.

**Comments about “Term”:**

The term is the duration of the Agreement. The Agreement should include a specific start and end date. The parties may want to include a provision allowing for automatic renewal of the Agreement.

**2. Effective Date**

This Agreement shall be effective upon \_\_\_\_\_ [and upon inspection of affected property as described hereinafter in Section 3 by District and City officials].

**Comments about “Effective Date”:**

The effective date is the date upon which the Agreement will become operative. Often it is the date signed by the responsible officials.

Some school districts may be reluctant to open facilities for after-hour use, fearing property damage. The Agreement designates responsibility for damage repair in section 16. Both parties should inspect facilities before opening them to use to establish an understanding of the condition of the facilities prior to the Agreement.

**3. Facilities covered**

The term “Active Use Areas” will be used for purposes of this Agreement to mean the designated fields, playgrounds, parking lots, gymnasiums, \_\_\_\_\_ [list other types of facilities] owned by the District as identified on Attachment A to this Agreement. The District and the City shall have the right to add or exclude Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both the District and the City.

**Comments about “Facilities Covered”:**

Alternatively, the listing of Active Use Areas could be inserted in this section. It is important that this list be compiled carefully to ensure its accuracy.

**4. Permitted Uses of Active Use Areas****a. District Use**

The District shall be entitled to the exclusive use of all Active Use Areas for public school and school-related educational and recreational activities, including summer school, and, at such other times as Active Use Areas are being used by the District or its agents.

**b. City Use**

At all other times and subject to the schedule developed by the City and the District, the City and third parties authorized by the City will be entitled to access to and use of Active Use Areas, without charge, [or list payment or reference to payment schedule] for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City’s obligations under this Agreement shall also apply to third parties using the Active Use Areas. The City shall be responsible for ensuring third parties comply with all obligations under this

Agreement when using Active Use Areas. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities at Active Use Areas. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected. The periods of use of Active Use Areas by the City or third parties shall be referred to as “Public Access Hours.”

**Comments about “City Use”:**

This section provides that the City is responsible for the actions of third parties using the District facilities and presumes that the City will be responsible for scheduling third-party use of facilities (See section 7 below.) Alternatively, the parties may wish to allocate responsibility and scheduling to the District.

**c. Third-Party Use**

All third-party use of Active Use Areas shall be subject to all District rules, regulations, and policies. The City and the District agree that in providing access to Active Use Areas for use other than by the District or the City, the following priorities for use shall be established:

Category 1	Activities for youth
Category 2	City adult programs or activities
Category 3	Other adult programs or activities

**Comments about “Third-Party Use”:**

If the District and City plan on opening access to their property to third parties they should establish priorities for use after a careful review of state and local law. Both the City and District may have other laws, regulations or policies that establish procedures for third-party access by permit or other procedure. It is important to ensure that this Agreement conforms to those local laws or regulations or to amend those laws and regulations so that the priorities and procedures established in the Agreement are consistent with the laws and regulations.

**5. Compliance With Law**

All use of District property shall be in accordance with state and local law. *[Optional: Enumerate applicable state law here.]* In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

**6. Communication**

**a. Designation of Employees**

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of

this Agreement.

#### **b. Joint Use Interagency Team**

- i** The District and the City shall establish a Joint Use Interagency Team (“Interagency Team”), composed of staff representatives of the District and the City, to develop the schedule for use of District Active Use Areas, to recommend rules and regulations for the District and the City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.
- ii** The Interagency Team shall hold conference calls or meetings \_\_\_\_\_ [*add frequency of meetings here*] to review the performance of the project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to \_\_\_\_\_ [*District official*] and \_\_\_\_\_ [*City official*], or their designees, for resolution.
- iii** The Joint Use Interagency Team shall review the Agreement by \_\_\_\_\_ each year to evaluate the project, determine changes to the schedule, and to propose amendments to this Agreement.

#### **Comments about “Communication”:**

The parties will need a process by which to schedule use of properties, develop rules for implementing the Agreement, address and resolve any concerns or problems that arise during the Agreement, and evaluate the Agreement. The parties can determine what type of communication will best serve their needs in carrying out the Agreement. The parties will have developed some type of work group/communication method in developing the plan that they may wish to continue to use to address issues that arise during the operation of the Agreement.

### **7. Scheduling Use of Property**

#### **Comments about “Scheduling Use of Property”:**

Depending upon the size of the District and City and the number of properties and potential users involved, the arrangements may require a great deal of planning and specificity. The parties may wish to include the general practice and procedures in the Agreement and elaborate more specifically in an attached exhibit or other document.

Before entering into the Agreement, the District and City will have developed a process for scheduling properties. The Agreement will address how to continue and/or change the procedures for the subsequent term of the Agreement.

Generally, the City and District develop a master schedule establishing District and City use of facilities. [Although each party could require the other to apply for use just as a third party would, the purpose of the Agreement is to facilitate use so that the parties need not do that for each use of property.] Then, the parties need to allocate use of the facilities to third parties. The primary

ways to schedule third-party use is for each Owner to schedule third-party use of its own facilities or to have the City to schedule third-party use of all facilities. This document provides two alternative model clauses that communities may select from and tailor to their own use.

**a. Master Schedule**

The District and the City shall develop a master schedule for joint use of District Active Use Areas to allocate property use to the District, the City and third parties. The Interagency Team shall schedule regular \_\_\_\_\_ *[frequency of meetings]* meetings or at such other times as mutually agreed upon by the District and City. At these meetings, the District and the City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming \_\_\_\_\_ *[year/season/etc.]* schedule.

**b. Scheduling of District Property**

*[Option One: The City will be responsible for scheduling third party use of District Property.]*

The City shall be responsible for scheduling third-party use of District property using the priorities established in section 4(c). The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District’s policy \_\_\_\_\_, attached hereto as Attachment B, and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

*[Option Two: The District will be responsible for scheduling third-party use of District Property.]*

The District shall be responsible for scheduling third-party use of District property using the priorities established in section 4(c). The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District’s policy \_\_\_\_\_, attached hereto as Attachment B and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

**Comments about “Scheduling of District Property”:**

Having one entity responsible for scheduling all third-party use of the public properties benefits the public by reducing duplicative administrative costs, and making it easier for third-party users to access the facilities. There may be circumstances, however, where a district may want to retain scheduling responsibilities.

**8. Documentation and Allocation of Operational Costs**

**Comments about “Documentation and Allocation of Operational Costs”:**

In this and the following section, the parties may allocate any costs and revenue associated with the agreement. The parties should agree on the type and nature of costs and revenue to record and the methodology to measure and allocate them.

**a. Tracking Use of Facilities**

The District shall track use of the Active Use Areas under this Agreement.

**b. Documentation of Costs**

The District and the City shall maintain records of costs associated with the Agreement.

**c. Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement. Each party shall provide to the other party an accounting on an annual basis of all overtime duties carried on by their respective employees.

**Comments about “Payment of Overtime”:**

The parties can allocate the overtime costs as they choose, consistent with any overriding state or local laws.

## 9. Fees and Charges

**Comments about “Fees and Charges”:**

State law may limit the ability to charge fees to community users of public property. Consult with legal counsel before establishing fees.

**a. Fees**

The \_\_\_\_\_ [*City or District depending upon who will be responsible for scheduling*] may charge fees to third-party users of District Active Use Areas to cover any administrative and maintenance costs which the District or the City may incur. Any fees and costs shall be assessed according to District policy.

**b. Documentation of Fees**

The District and the City shall maintain records of fees collected under this Agreement.

**c. Annual Review of Benefits**

The District and the City shall annually review the exchange of benefits based upon hours of use, costs, fees and charges, [*or capital investments*]. Any compensation for an imbalance in joint use programming costs shall occur through balancing the exchange of future benefits [*or substitute another method for allocating fees and benefits*].

**Comments about “Annual Review of Benefits”:**

The parties should determine a way to allocate the costs and fees of the joint use project. The parties may wish to simply divide the fee proceeds or reallocate costs by making improvements or using offsets of costs in future years.

## 10. Improvements

- a. The City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Active Use Areas.
- b. Any such alterations, additions, or improvements will be at the expense of the City, unless otherwise agreed upon.
- c. The District may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. “Good cause” includes reasons of health, safety, or the District’s need for the District property for educational purposes.

### Comments about “Improvements”:

The parties should determine whether they wish to be able to make “improvements” (beneficial changes to the owner’s property made by or for the benefit of the user) to the properties, and if so, whether they want to address improvements in this Agreement or another one.

## 11. Interagency Training

The District and the City will operate a joint training and orientation program for key personnel implementing this agreement. *[Enumerate categories of staff required to attend training and topics to be included in the training.]* The District and the City shall be responsible for ensuring their employees attend the training.

### Comments about “Interagency Training”:

To assure the success of the Agreement and program, key personnel must understand the purposes and procedures required under the Agreement.

## 12. Supervision, Security and Enforcement

### a. Supervision and Enforcement

The City shall train and provide an adequate number of competent personnel to supervise all activities on the District’s Active Use Areas. The City shall enforce all of the District’s rules, regulations, and policies while supervising activities or programs on the District’s Active Use Areas.

### b. Security

*[If the properties are secured, the parties will need to make arrangements for opening them to use.]*

The District shall provide the City with access to the District's Active Use Areas. The District will provide keys, security cards, and training as needed to the City's employee(s) responsible for opening and locking the Active Use Areas.

**c. Inspection and Notification**

The City staff shall inspect the District's Active Use Areas to ensure these sites are returned in the condition they were received. The City shall ensure the District's designated employee is notified within \_\_\_\_\_ hours/days *[insert timing here]* in the event that any Active Use Area suffers damage during City or third-party use.

**Comments about "Supervision, Security and Enforcement":**

The parties may wish to include more specific requirements in the text, by reference to existing requirements, or in an attachment.

**13. Supplies**

The City shall furnish and supply all expendable materials necessary to carry out its programs while using the Active Use Areas.

**14. Maintenance, Custodial Services, and Toilet Facilities**

**a. Maintenance**

The City agrees to exercise due care in the use of the Active Use Areas. The City shall during the time of its use keep the Active Use Areas in neat order.

*[Option One:]*

The District shall be responsible for the regular maintenance, repair, and upkeep of its properties and facilities.

*[Option Two: The District retains responsibility for maintenance of Indoor Active Use Areas and playground and blacktop Active Use Areas and delegates to City the responsibility of maintenance of playing fields.]*

The District shall perform normal maintenance of all Indoor Active Use Areas, playground and blacktop [           *or other facility*] properties at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of these properties.

The City shall provide regular maintenance of playing fields *[or other facility]*, including to the irrigation and drainage systems and turf around the field perimeter and fences.

**b. Custodial**

*[The parties will need to make arrangements for trash disposal during City and third party use of Active Use Areas.]*

The District shall make its trash receptacles available during the City and third party use of District Active Use Areas. The City shall encourage community users to dispose of trash in the trash receptacles during use of Active Use Areas.

### **c. Toilet Facilities**

*[This model clause allows the City to provide restroom facilities at the District's outdoor Active Use Areas. If the indoor Active Use Areas are open at the same time as the outdoor properties, this clause may be unnecessary.]*

The City shall place temporary, portable, restroom facilities at the District's Outdoor Active Use Areas at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

#### **Comments about "Maintenance, Custodial Services, and Toilet Facilities":**

The parties need to allocate the responsibility for maintaining the properties and facilities. We offer two samples, but depending on the proposed uses of District and City properties, the parties may wish to assign maintenance responsibilities differently.

### **15. Parking**

During Public Access Hours, the District shall make available for public parking the parking facilities listed in Attachment C to this Agreement.

### **16. Restitution and Repair**

*[Option One: Model clause requiring the City to repair damage.]*

The City shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Active Use Areas that occurs during Public Access Hours.

*[Option Two: Model clause requiring the City to notify the District of damage and reimburse the costs to the District of repairing damage.]*

The City shall be responsible for making restitution for the repair of damage to Active Use Areas during Public Access Hours.

- a. Inspection and Notification** The District shall, through its designated employee, inspect and notify the City, of any damage, as described above in subsection 12(c).

- b. Repairs** Except as mutually agreed, the City shall not cause repairs to be made for any building, facility, property, or item of equipment for which the District is responsible. The District agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under subsection 16(d) of this Agreement that the City is responsible for the damage, then the City agrees to reimburse the District at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The District shall send an invoice to the City's designated employee within \_\_\_\_\_ days of completion of the repairs to or replacement of damaged property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The City shall reimburse the District within \_\_\_\_\_ days from receipt of such invoice.
- d. Disagreements** The City shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the District, provided this disagreement is made within \_\_\_\_\_ days after a first notification.
- i** The City shall make any disagreements in writing to the District by letter, facsimile, or email to the District's designated employee. The City shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the City.
  - ii** After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
  - iii** In the event an agreement cannot be reached, the matter shall be referred to \_\_\_\_\_ [City official] and \_\_\_\_\_ [District official], or their designees, for resolution.
  - iv** The District shall have the right to make immediate emergency repairs or replacements of property without voiding the City's right to disagree.

**Comments about "Restitution and Repair":**

After discussion, the parties will tailor this provision to best suit their needs. The District may want the City to make any repairs or may want to make the repairs using its own personnel or contractors and have the City reimburse the District for the costs. Parties should address: (1) Which party will be responsible for making the repairs; (2) The timeline for making repairs; (3) The method and timeline for making reimbursements; and (4) The method for resolving disputes over repairs/reimbursements.

## 17. Liability and Indemnification

*[Option One: The model clause below places responsibility on the City to indemnify the District for any liability as a result of personal injury or property damage or damage to District property, unless the damage is caused by the negligence or willful misconduct of District employees.]*

The City shall indemnify and hold harmless, the District, its Board, officers, employees and agents (collectively, the “School Parties” and individually, a “School Party”) from, and if requested, shall defend them against all liabilities, obligations, losses, damages, judgments, costs, or expenses (including reasonable legal fees and costs of investigation) (collectively “Losses”) as a result of (a) personal injury or property damage caused by any act or omission during the Public Access Hours; or (b) any damage to any District property as a result of access granted pursuant to this Agreement; provided, however, the City shall not be obligated to indemnify the School Parties to the extent any Loss arises out of the negligence or willful misconduct of the School Parties. In any action or proceeding brought against a School Party indemnified by the City hereunder, the City shall have the right to select the attorneys to defend the claim, to control the defense and to determine the settlement or compromise of any action or proceeding, provided that the applicable School Party shall have the right, but not the obligation, to participate in the defense of any such claim at its sole cost. With respect to damage to District facilities, remediation will be provided at the full cost of replacement or repair to the facility, as applicable.

*[Option Two: The model mutual indemnity clause below provides for each party to pay for their share of liability.]*

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

**Comments about “Liability and Indemnification”:**

An Indemnification Clause is a contractual provision in which one party agrees to be responsible for any specified or unspecified liability or harm that the other party might incur. The District and City have three options: (1) the City can take responsibility for the potential liability; (2) the District can take responsibility; or (3) they can share responsibility with a mutual indemnity clause. Attorneys for the City and District will tailor the indemnity clauses to reflect their state and local law and practice.

**18. Insurance**

The City and the District agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \_\_\_\_\_ per occurrence \_\_\_\_\_ aggregate.
- b. Workers' Compensation. Workers' compensation coverage, as required by \_\_\_\_\_ [state law].
- c. \_\_\_\_\_ [Other types of insurance required].
- d. Documentation of Insurance. The City and District shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the City or District is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**Comments about "Insurance":**

Insurance is a contract by which one party (the *insurer*) undertakes to indemnify another party (the *insured*) against risk of loss, damage, or liability arising from the occurrence of some specified contingency. **City and District personnel must confirm with risk managers at both the City and District the nature and extent of insurance coverage maintained by each party so that the Agreement accurately reflects the amount of insurance coverage of each party.** Attorneys for the City and District will tailor the insurance clauses to reflect their state and local law and practice.

**19. Termination**

This Agreement may be terminated at any time prior to its expiration, for \_\_\_\_\_ [add basis here] upon \_\_\_\_\_ days/months/years written notice.

**Comments about "Termination":**

The termination clause sets forth the conditions upon which either party can end the Agreement before its term expires. The City and District will tailor this clause to reflect what conditions or actions will be sufficient to terminate the Agreement and how much notice each party must give the other before terminating it.

**20. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

**Comments about "Entire Agreement":**

This clause provides that the Agreement constitutes the sole obligations of the parties. Prior oral or written agreements will not be valid or enforceable.

## 21. Amendments

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

### Comments about “Amendments”:

This clause requires any changes to the Agreement to be made in writing and approved by both parties.

## 22. Any Additional Provisions Required by State or Local Law

### Comments about “Any Additional Provisions Required by State or Local Law”:

State or local law or practice may require additional clauses in the Agreement.

Signatures

JOINT USE AGREEMENT 4:

# **Joint Use of District and City Recreation Facilities**

Developed by the National Policy & Legal Analysis Network to  
Prevent Childhood Obesity (NPLAN)

*Support for this document was provided by a grant from the Robert Wood Johnson Foundation.*

www.nplanonline.org

***This model agreement serves as a template for communities to use to develop their own joint use agreement. Before undertaking a joint use project, the parties must research their state and local law to determine whether there are any requirements or prohibitions related to developing joint use agreements or whether a joint use agreement is the most advantageous vehicle for opening up school recreation facilities for wider use.***

Joint Use Agreement 4 is a model agreement between the school district and the local city, town, or county government, in which the school district and local government agree to open all or designated recreational facilities to each other for community and school use. Thus, the school district agrees to allow the local government to open for community use designated school district indoor and outdoor recreation facilities, such as gymnasiums, playgrounds, blacktop areas, and playing fields during time, such as weekends and holidays, when the district is not using the facilities. It also allows for third parties, such as youth organizations or youth sports leagues, to operate recreation programs using school facilities. In turn, the local governmental entity opens its facilities for district use.

To implement an effective agreement, the parties must designate the specific recreation facilities to be opened to use and address access, security, supervision, maintenance, custodial services, and repairs or restitution. In addition, the Agreement should contain a procedure for resolving disputes, a mechanism for scheduling use of the facilities, and an allocation of costs, risks, and insurance.

The model agreement assumes the district has existing policies and procedures regulating third-party use of district facilities that address access, fees, insurance requirements, and use of facilities. The agreement requires that third-party users comply with those existing policies and procedures. If the district does not have existing policies addressing the requirements for third-party use, the district or the district and city together will need to enact those policies and procedures.

The model agreement provides comments explaining the different provisions in the agreement. The language written in *italics* provides different options or explains the type of information that needs to be inserted in the blank spaces in the agreement.

*Prepared by the National Policy & Legal Analysis Network to Prevent Childhood Obesity (NPLAN)  
[www.nplanonline.org](http://www.nplanonline.org).*

*NPLAN is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

## Joint Use Agreement 4: Joint Use of District and City Recreation Facilities

AGREEMENT BETWEEN THE \_\_\_\_\_ COUNTY SCHOOL DISTRICT (“DISTRICT”) AND \_\_\_\_\_ CITY/COUNTY (“CITY”) FOR USE OF RECREATION FACILITIES

### Recitals

WHEREAS, State Code section \_\_\_\_\_ authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and

WHEREAS, the District is the owner of real property in the City, including facilities and active use areas that are capable of being used by the City for community recreational purposes; and

WHEREAS, the City is the owner of real property in the City, including facilities and active use areas that are capable of being used by the District for school recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held lands and facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, State Code section \_\_\_\_\_ authorizes the governing bodies to enter into agreements with each other to promote the health and general welfare of the community and contribute to enhance the recreational opportunities afforded to the children in the community; and

### Comments about “Recitals”:

Recitals are a preliminary statement in a contract or agreement explaining the reasons for entering into it, the background of the transaction, or showing the existence of particular facts. Traditionally, each recital begins with the word *whereas*, but that is not required.

NOW, THEREFORE, the District and the City agree to cooperate with each other as follows:

### 1. Term

This Agreement will begin on \_\_\_\_\_ and will continue for a period of \_\_\_\_\_ years, *[and then shall be automatically renewed on a \_\_\_\_\_ basis]* unless sooner terminated as provided for hereinafter in Section 19.

### Comments about “Term”:

The term is the duration of the Agreement. The Agreement should include a specific start and end date. The parties may want to include a provision allowing for automatic renewal of the Agreement.

## 2. Effective Date

This Agreement shall be effective upon \_\_\_\_\_ and upon inspection of affected property as described hereinafter in Section 3 by District and City officials.

### Comments about “Effective Date”:

The effective date is the date upon which the Agreement will become operative. Often it is the date signed by the responsible officials.

Some school districts may be reluctant to open facilities for after-hour use, fearing property damage. The Agreement designates responsibility for damage repair in section 16. Both parties should inspect facilities before opening them to use to establish an understanding of the condition of the facilities prior to the Agreement.

## 3. Cooperative Agreement

As provided herein, the District and the City hereby agree to cooperate in coordinating programs and activities conducted on all their respective properties and in all their respective facilities listed on Attachment A (“District Property”) and Attachment B (“City Property”). The District and the City shall have the right to add or exclude properties during the term of this Agreement, provide that any such change shall be in writing and approved by both the District and the City. Reference to District Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, “Owner” shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and “User” shall mean the other party using the Owner’s property and/or facility under the terms of this Agreement. “Public Access Hours” shall mean the hours during which the City or third parties use District Property.

## 4. Permitted Uses

### Comments about “Permitted Uses”:

Generally, communities reserve use of each facility first to the Owner, then to the User, and then allow access to third parties based on a hierarchy of priorities.

The parties will determine how to allocate use of the properties, schedule the properties, and what payment each will require.

### a. District Property

#### i District Use

The District shall be entitled to the exclusive use of District Property for public school and school-related educational and recreational activities, including summer school, and at such other times as District Property is being used by the District or its agents.

#### ii City Use

At all other times and subject to the schedule developed by the City and the District, the City and third parties authorized by the City will be entitled to use

District Property, without charge, [*or list payment or reference to payment schedule*] for community recreational and educational purposes for the benefit of District students, the District, and the City at large. The City’s obligations under this Agreement shall apply to third parties using District Property. The City shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using District Property. The City shall enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities on District Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

**Comments about “City Use”:**

This section provides that the City is responsible for the actions of third parties using the District facilities and presumes that the City will be responsible for scheduling third-party use of facilities (See section 7 below.) Alternatively, the parties may wish to allocate responsibility and scheduling to the District.

**iii Third-Party Use**

The City and the District agree that in providing access to District Property for use other than by the District or the City, the following priorities for use shall be established:

- |            |                                    |
|------------|------------------------------------|
| Category 1 | Activities for youth               |
| Category 2 | City adult programs or activities. |
| Category 3 | Other adult programs or activities |

**Comments about “Third-Party Use”:**

If the District and City plan on opening access to their property to third parties they should establish priorities for use after a careful review of state and local law. Both the City and District may have other laws, regulations or policies that establish procedures for third party access by permit or other procedure. It is important to ensure that this Agreement conforms to those local laws or regulations or to amend those laws and regulations so that the priorities and procedures established in the Agreement are consistent with the laws and regulations.

**b. City Property**

- i** The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.
- ii** At all other times and subject to the schedule developed by the City and District, City will permit District to use City Property, without charge, for District educational and recreational activities and/or programs.

## 5. Compliance with Law

All use of District and City Property shall be in accordance with state and local law. *[Optional: Enumerate applicable state law here.]* In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the District or the City that are required by state law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach or default of this Agreement.

## 6. Communication

### a. Designation of Employees

The District and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement.

### b. Joint Use Interagency Team

The District and the City shall establish a Joint Use Interagency Team (“Interagency Team”), composed of staff representatives of the District and the City, to develop the schedule for use of District and City Property, to recommend rules and regulations for the District and City to adopt to implement this Agreement, to monitor and evaluate the joint use project and Agreement, and to confer to discuss interim problems during the term of the Agreement.

- i The Interagency Team shall hold conference calls or meetings \_\_\_\_\_ *[add frequency of meetings here]* to review the performance of the joint use project and to confer to discuss interim problems during the term of the Agreement. If the Joint Use Interagency Team is unable to reach a solution on a particular matter, it will be referred to \_\_\_\_\_ *[District official]* and \_\_\_\_\_ *[City official]*, or their designees, for resolution.
- ii The Joint Use Interagency Team shall review the Agreement by \_\_\_\_\_ each year to evaluate the joint use project, determine changes to the schedule, and to propose amendments to this Agreement.

#### Comments about “Communication”:

The parties will need a process by which to schedule use of properties, develop rules for implementing the Agreement, address and resolve any concerns or problems that arise during the Agreement, and evaluate the Agreement. The parties can determine what type of communication will best serve their needs in carrying out the Agreement. The parties will have developed some type of work group/communication method in developing the plan that they may wish to continue to use to address issues that arise during the operation of the Agreement.

## 7. Scheduling Use of Property –

#### Comments about “Scheduling Use of Property”:

Depending upon the size of the District and City and the number of properties and potential users involved, the arrangements may require a great deal of planning and specificity. The parties may

wish to include the general practice and procedures in the Agreement and elaborate more specifically in an attached exhibit or other document.

Before entering into the Agreement, the District and City will have developed a process for scheduling properties. The Agreement will address how to continue and/or change the procedures for the subsequent term of the Agreement.

Generally, the City and District develop a master schedule establishing District and City use of facilities. [Although each party could require the other to apply for use just as a third party would, the purpose of the Agreement is to facilitate use so that the parties need not do that for each use of property.] Then, the parties need to allocate use of the facilities to third parties. The primary ways to schedule third-party use is to have the City schedule third-party use of all facilities or to have each Owner schedule third-party use of its own facilities.

**a. Master Schedule**

The District and City shall develop a master schedule for joint use of District and City Property to allocate property use to the District, City, and third parties. The Interagency Team shall schedule regular \_\_\_\_\_ *[frequency of meetings]* meetings or at such other times as mutually agreed upon by the District and City. At these meetings, the District and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming \_\_\_\_\_ *[year/season/etc.]* schedule.

**b. Scheduling of City Property**

The City shall have the responsibility for scheduling the use of City Property when the City and the District are not using the Property.

**c. Scheduling of District Property**

*[Option One: The City will be responsible for scheduling third party use of District Property.]*

The City shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a)(iii). The use of District facilities shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy \_\_\_\_\_, attached hereto as Attachment C and incorporated herein by reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

*[Option Two: The District will be responsible for scheduling third party use of District Property.]*

The District shall be responsible for scheduling third party use of District Property using the priorities established in section 4(a)(iii). The use of District Property shall be in accordance with the most recent regular procedures of the District for granting permits for the use of school facilities, as set forth in the District's policy \_\_\_\_\_, attached hereto as Attachment C and incorporated herein by

reference, as it may be amended from time to time, or as otherwise provided by this Agreement.

**Comments about “Scheduling of District Property”:**

Having one entity responsible for scheduling all third-party use of the public properties benefits the public by reducing duplicative administrative costs, and making it easier for third-party users to access the facilities. There may be circumstances, however, where a district may want to retain scheduling responsibilities.

## 8. Documentation and Allocation of Operational Costs

**Comments about “Documentation and Allocation of Operational Costs”:**

In this and the following section, the parties may allocate any costs and revenue associated with the agreement. The parties should agree on the type and nature of costs and revenue to record and the methodology to measure and allocate them.

**a. Tracking Use of Facilities**

The District and the City shall each track use of their respective Properties under this Agreement.

**b. Documentation of Costs**

The District and the City shall maintain records of costs associated with the Agreement.

**c. Payment of Overtime**

Each party shall bear the cost of any overtime incurred by their employees in carrying out this Agreement. Each party shall provide to the other party an accounting on an annual basis of all overtime costs incurred as a result of overtime duties carried out by their respective employees.

**Comments about “Payment of Overtime”:**

The parties can allocate the overtime costs as they choose, consistent with any overriding state or local laws.

## 9. Fees and Charges

**Comments about “Fees and Charges”:**

State law may limit the ability to charge fees to community users of public property. Consult with legal counsel before establishing fees.

**a. Fees**

The \_\_\_\_ [*City or District depending upon who will be responsible for scheduling*] may charge rental fees to third-party users of District Property to cover any administrative and maintenance costs which the District or the City may incur. Any

fees and costs shall be assessed according to District policy.

**b. Documentation of Fees**

The District and City shall maintain records of costs associated with the Agreement.

**c. Annual Review of Benefits**

The District and City shall annually review the exchange of benefits based upon hours of use, costs, fees, and charges, [*or capital investments*]. Any compensation for an imbalance in joint use programming costs shall occur through balancing the exchange of future benefits [*or substitute another method for allocating fees and benefits*].

**Comments about “Annual Review of Benefits”:**

The parties should determine a way to allocate the costs and fees of the joint use project. The parties may wish to simply divide the fee proceeds or reallocate costs by making improvements or using offsets of costs in future years.

## 10. Improvements

- a. The District shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of the District to make any alterations, additions, or improvements to District Property.
- b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.
- c. Each party may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other party at the expiration or termination of this Agreement. “Good cause” includes reasons of health, safety, or the District’s need to use the District Property for educational purposes or the City’s need to use City Property for municipal purposes.

**Comments about “Improvements”:**

The parties should determine whether they wish to be able to make “improvements” (beneficial changes to the owner’s property made by or for the benefit of the user) to the properties, and if so, whether they want to address improvements in this Agreement or another one.

## 11. Interagency Training

The District and the City shall operate a joint training and orientation program for key personnel implementing this Agreement. [*Enumerate categories of staff required to attend training and topics to be included in the training.*] The District and the City shall be responsible for ensuring their employees attend the training.

**Comments about “Interagency Training”:**

To assure the success of the Agreement and program, key personnel must understand the purposes and procedures required under the Agreement.

**12. Supervision , Security, and Inspections****a. Supervision and Enforcement**

Each User shall train and provide an adequate number of competent personnel to supervise all activities on the Owner’s Property. The User shall enforce all of the Owner’s rules, regulations, and policies while supervising activities or programs on the Owner’s Property.

**b. Security**

The Owner shall provide the User with access to the Owner’s Property. The Owner will provide keys, security cards, and training as needed to the User’s employee(s) responsible for opening and locking the Owner’s Property while supervising activities or programs.

**c. Inspection and Notification**

The User shall inspect the Owner’s Property after use to ensure these sites are returned in the condition they were received. The User shall ensure the Owner is notified within \_\_\_\_\_ hours/days [*insert timing here*] in the event that Owner’s Property suffers damage during User’s use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner’s designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

**Comments about “Supervision, Security and Inspections”:**

The parties may wish to include more specific requirements in the text, by reference to existing requirements, or in an attachment.

**13. Supplies**

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner’s Property.

**14. Maintenance , Custodial Services, and Toilet Facilities****a. Maintenance**

The User agrees to exercise due care in the use of the Owner’s Property. The User shall during the time of its use keep the Owner’s Property in neat order.

*[Option One:]*

The Owners shall be responsible for the regular maintenance, repair, and upkeep of

their respective Properties.

*[Option Two: The District retains responsibility for maintenance of District indoor property and playground and blacktop Active Use Areas and delegates to City the responsibility of District maintenance of playing fields. The City retains responsibility for maintenance of City Property.]*

The District shall perform normal maintenance of all indoor Property, playground and blacktop *[or other facility]* properties at basic level of service subject to normal wear and tear. The District shall notify the City of any known change in condition of these Properties.

The City shall provide regular maintenance of playing fields *[or other facility]*, including to the irrigation and drainage systems and turf around the field perimeter and fences. Such regular maintenance shall consist of \_\_\_\_\_ *[describe maintenance requirements]*.

The City shall be responsible for the regular maintenance, repair, and upkeep of City Property.

**b. Custodial**

The Owner shall make its trash receptacles available during the User's use of Owner's Property. The User shall encourage community users to dispose of trash in the trash receptacles during Public Access Hours.

**c. Toilet Facilities**

The City shall place temporary, portable, restroom facilities at the District's Outdoor Properties at the discretion of the District. It shall be the responsibility of the City to maintain these facilities.

**Comments about "Maintenance, Custodial Services, and Toilet Facilities":**

The parties need to allocate the responsibility for maintaining the properties and facilities. We offer two samples, but depending on the proposed uses of District and City properties, the parties may wish to assign maintenance responsibilities differently.

**15. Parking**

During Public Access Hours, the District shall make available for public parking the parking facilities listed in Attachment D to this Agreement.

**16. Restitution and Repair**

*[Option One: Model clause requiring the User to repair damage.]*

The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner's Property during the User's use of that Property.

*[Option Two: Model clause requiring the User to notify the Owner of damage and reimburse the costs to the Owner of repairing damage.]*

The User shall make restitution for the repair of damage to the Owner's Use Areas during User's use of Owner's Property.

- a. Inspection and Notification** The User shall, through its designated employee, inspect and notify the Owner, of any damage, as described above in subsection 12(c).
- b. Repairs** Except as mutually agreed, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 16 of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.
- c. Reimbursement Procedure** The Owner shall send an invoice to the User's designated employee within \_\_\_\_ days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within \_\_\_\_\_ days from receipt of such invoice.
- d. Disagreements** The User shall retain the right to disagree with any and all items of damage to buildings or equipment as identified by the Owner, provided this disagreement is made within \_\_\_\_\_ days after a first notification.
  - i** The User shall notify the Owner of any disagreements in writing by letter, facsimile, or email to the District's designated employee. The User shall clearly identify the reasons for refusing responsibility for the damages. Failure to make the disagreement within the prescribed time period shall be considered as an acceptance of responsibility by the User.
  - ii** After proper notification, members of the Joint Use Interagency Team, or other designated representatives of the City and District, shall make an on-site investigation and attempt a settlement of the disagreement.
  - iii** In the event an agreement cannot be reached, the matter shall be referred to \_\_\_\_\_ [City official] and \_\_\_\_\_ [District official], or their designees, for resolution.
  - iv** The Owner shall have the right to make immediate emergency repairs or replacements of Property without voiding the User's right to disagree.

**Comments about “Restitution and Repair”:**

The parties will tailor this provision to best suit their needs. The Owner may want the User to make any repairs or may want to make the repairs using its own personnel or contractors and have the User reimburse the Owner for the costs. Parties should address: (1) Which party will be responsible for making the repairs; (2) The timeline for making repairs; (3) The method and timeline for making reimbursements; and (4) The method for resolving disputes over repairs/reimbursements.

**17. Liability and Indemnification**

*[Option: The model mutual indemnity clause below provides for each party to pay for their share of liability.]*

- a. The City shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. The District shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys’ fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

**Comments about “Liability and Indemnification”:**

An Indemnification Clause is a contractual provision in which one party agrees to be responsible for any specified or unspecified liability or harm that the other party might incur. Attorneys for the City and District will tailor the indemnity clauses to reflect their state and local law and practice. The District and City have three options: (1) they can share responsibility with a mutual indemnity clause; (2) the City can take responsibility for the potential liability; or (3) the District can take responsibility.

**18. Insurance**

The District and the City agree to provide the following insurance in connection with this Agreement.

- a. Commercial General Liability for bodily injury and property damage, including Personal Injury and Blanket Contractual, with limits of \_\_\_\_\_ per occurrence \_\_\_\_\_ aggregate.
- b. Workers’ Compensation. Workers’ compensation coverage, as required by \_\_\_\_\_ [state law].

- c. \_\_\_\_\_ [*Other types of insurance required*].
- d. Documentation of Insurance. The District and the City shall provide to each other a certificate of insurance each year this Agreement is in effect showing proof of the above coverage. In the event the District or the City is self-insured for the above coverage, such agency shall provide a letter stating its agreement to provide coverage for any claims resulting from its negligence in connection with joint use facilities in the above amounts.

**Comments about “Insurance”:**

Insurance is a contract by which one party (the *insurer*) undertakes to indemnify another party (the *insured*) against risk of loss, damage, or liability arising from the occurrence of some specified contingency. **City and District personnel must confirm with risk managers at both the City and District the nature and extent of insurance coverage maintained by each party so that the Agreement accurately reflects the amount of insurance coverage of each party.** Attorneys for the City and District will tailor the insurance clauses to reflect their state and local law and practice.

**19. Termination**

This Agreement may be terminated at any time prior to its expiration, for \_\_\_\_\_ [*add basis here*] upon \_\_\_\_\_ *days/months/years* written notice.

**Comments about “Termination”:**

The termination clause sets forth the conditions upon which either party can end the Agreement before its term expires. The City and District will tailor this clause to reflect what conditions or actions will be sufficient to terminate the Agreement and how much notice each party must give the other before terminating it.

**20. Entire Agreement**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements, and understandings.

**Comments about “Entire Agreement”:**

This clause provides that the Agreement constitutes the sole obligations of the parties. Prior oral or written agreements will not be valid or enforceable.

**21. Amendments**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**Comments about “Amendments”:**

This clause requires any changes to the Agreement to be made in writing and approved by both parties.

**22. Any Additional Provisions Required by State or Local Law****Comments about “Any Additional Provisions Required by State or Local Law”:**

State or local law or practice may require additional clauses in the Agreement.

Signatures