Riverview Park Maintenance Partnership Agreement (2026-2035)
City of Mount Vernon and Ariel-Foundation Park Conservancy Partnership

Foundation Park Conservancy DBA Ariel-Foundation Park Conservancy (further referred to as "A-FPC") and the City of Mount Vernon Parks Department (further referred to as "the City") agree to the following terms for shared responsibility in providing general grounds maintenance for 404 S. Gay Street, recognized as Riverview Park (City parcels South of South Gay Street):

- The term of this agreement shall be for ten (10) years as a means of supporting the Downtown Mount Vernon Plan, specifically connecting Ariel-Foundation Park and the bike trail system with downtown, while maximizing the view of the Kokosing River, and serving as a main thoroughfare for welcoming and connecting visitors with Downtown Mount Vernon.
- Per this agreement, responsibility for obtaining funding beyond what the City of Mount Vernon Parks Department can provide for special park visitor amenities and grounds care maintenance shall be the responsibility of A-FPC.
- Both parties acknowledge that the parking lot, as a part of this agreement, is only to be used for public parking purposes for three-hour limits, 6 a.m.-11 p.m., with no overnight parking permitted for the duration of this agreement.

Delineation of Responsibilities:
The City shall:

- Empty trash receptacles during the week, year-round
- Regularly mow grounds to a mutually pleasing level
- Repair or replace fencing, lights, light bollards, park/parking signage and bicycle racks, when necessary
- Facilitate removal of vehicles parked longer than limits of this agreement
- Address lighting and electrical needs of the property including bulb replacement, and electric outlet maintenance or replacement
- Work with appropriate parties related to Kokosing River riverbank care, invasive species removal, and emergency-related needs on the riverbank or in conjunction with the river
- Remove metal railing along tiered seating when high water is anticipated or a situation with the river requires removal of those structures
- Remove snow and apply ice melt, as needed, for parking lot and walkways
- Remove snow from adjacent downtown pedestrian/bicycle trail connector / bridge property
- Make space reservable for small community events or short private gatherings, should that be desired

A-FPC shall:

- Maintain flower beds and plantings to a mutually pleasing level
- Trim trees along the parking lot and pedestrian walkways to keep viewshed open and aesthetically pleasing

- Keep the park free of litter and debris
- Periodically clean tiered Kokosing River viewing area and pedestrian walkways by blowing off and power washing surfaces
- Provide support for periodic sealing of the concrete parking lot and assist with striping needs
- Perform weed control measures as needed, aside from the riverbank area
- Add, with City Parks Department approval, visitor-focused enhancements which connect visitors to the downtown and to other visitor interests, and provide important information
- Consider other partnership investment opportunities as funds allow

Term and Periodic Review:

- This Agreement shall be effective for a term of ten (10 years), commencing on January 1, 2026, and terminating on December 31, 2035, unless terminated earlier by both parties mutually agreeing to alternative terms.
- In the interest of proper stewardship of the premises and ensuring appropriate planning for capital improvements, care and maintenance, the parties agree to conduct joint reviews every two (2) years during the term of this agreement. These reviews shall include, but not be limited to, an evaluation of current maintenance practices, anticipated capital needs, and any necessary adjustments to responsibilities or priorities to ensure the continued health and sustainability of the Park and its important connection to Downtown Mount Vernon.
- Any recommended updates or amendments resulting from these periodic reviews shall be memorialized in writing and, if agreed upon by both parties, appended to this Agreement as an addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the dates written below.

FOR THE CITY OF MOUNT VERNON, OHIO:

By: _____
Tanner S. Salyers, Safety Service Director

Date: _____

FOR THE ARIEL-FOUNDATION PARK CONSERVANCY:

By: _____
Chris Hiner, President, Ariel-Foundation Park Conservancy Board of Directors

Date: _____