

**AGREEMENT**

**MT. PLEASANT AND ARLINGTON ROAD ROUNDABOUT  
PID 118287**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Board of Trustees of Jackson Township, Ohio, with offices located at the Jackson Township Administration Building, 5735 Wales Avenue NW, Jackson Township, Ohio 44646, duly authorized by a Resolution No. 25-060 adopted on the 11th day of March, 2025 hereinafter referred to as the **TOWNSHIP**; and the City of Green, Ohio, a municipal corporation, located at 1755 Town Park Boulevard, Green, OH 44685, organized and existing under the laws of the State of Ohio, hereinafter referred to as the **CITY**, duly authorized by Resolution No. \_\_\_\_\_, passed by its Council on the \_\_\_\_ day of \_\_\_\_\_, 2025.

**WHEREAS**, there are currently located roadways in Jackson Township, Stark County, Ohio and the City of Green, Summit County; Ohio and

**WHEREAS**, the **CITY and TOWNSHIP** wish to improve the intersection of Mt. Pleasant Street, which is located on the border of Jackson Township, Stark County and the City of Green, Summit County; and S. Arlington Road in the City of Green and Arlington Ave., NW in Jackson Township; and

**WHEREAS**, it is in the best interests of the **CITY** and the **TOWNSHIP** to improve the roadways and intersection; and

**WHEREAS**, the **CITY** and the **TOWNSHIP** wish to resolve their respective liabilities and/or obligations with respect to the design, right of way and construction of said improvement.

**NOW, THEREFORE,** in consideration of the covenants and agreement contained herein, it is mutually agreed by and between the parties as follows:

1. The **CITY** shall provide the design plans for the improvement, identified as PID 118287. The **CITY** and **TOWNSHIP** shall pay equally any costs associated with the design plans not covered by federal funds.
2. The **CITY** shall supervise the acquisition of necessary right-of-way for the improvement. The **CITY** and **TOWNSHIP** shall pay equally for any costs associated with necessary permanent or temporary right-of-way needed for the project that is not covered by federal funds obtained for the improvement. The **TOWNSHIP** shall take any action necessary should any right-of-way within the **TOWNSHIP** boundary be necessary to be acquired by eminent domain/appropriation.
3. Any and all outside funding, including federal funds will be applied to the project. Any remaining costs above the amount provided by federal funding shall be paid equally between the **CITY** and the **TOWNSHIP**. The **TOWNSHIP** shall have no additional responsibility to seek additional federal, state and/or county funding sources for this project.
4. The **CITY** shall advertise and open bids for the project.
5. The **CITY** shall award the contract for construction of the project.
6. The **CITY** shall issue an invoice to the **TOWNSHIP** each month for the amount owed by the **TOWNSHIP**. The share owed by the **TOWNSHIP** for design, right-of-way (including any reimbursable utility costs), construction and construction administration shall be Fifty Percent (50%) of the total costs.

7. Upon completion of the project, maintenance of the roadways shall be as previously performed for each roadway. Maintenance of the intersection shall be completed as follows:
  - a. Both the **CITY** and **TOWNSHIP** shall provide snow control and abrasives, through the circular roadway portion of the roundabout.
  - b. The **CITY** shall provide for the maintenance of the roundabout features other than the circular roadway (i.e. signs, lighting, center island treatment) and shall issue invoices to the **TOWNSHIP** as the costs are incurred for Fifty Percent (50%) of those maintenance items. The **TOWNSHIP** shall remit payment to the **CITY** within Thirty (30) Days of said invoice.
8. All signage to be placed in the roundabout shall be mutually coordinated and agreed upon; and the costs shall be paid equally by the **CITY** and the **TOWNSHIP**.
9. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

WITNESSES:

THE BOARD OF TRUSTEES  
JACKSON TOWNSHIP, OHIO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Todd Hawke, Chairman      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin Hardesty, Vice Chairman, Date

\_\_\_\_\_  
John E. Pizzino, Trustee, Date

\_\_\_\_\_  
Kody Gonzalez, Fiscal Officer, Date

Approved as to legal form and sufficiency:

By:\_\_\_\_\_  
Michael Vaccaro, Director of Law

WITNESS:

THE CITY OF GREEN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rocco Yeargin, Mayor                      Date

Approved as to legal form and content:

Certified as to availability of funds:

By: \_\_\_\_\_  
Lisa Carey Dean, Director of Law

By: \_\_\_\_\_  
Steve Schmidt, Director of Finance