

**AGREEMENT****MT. PLEASANT STREET/PITTSBURG AVENUE/MAYFAIR ROAD  
PID 107649**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Board of County Commissioners of Stark County, Ohio, with offices located at the County Administrative Building, 110 Central Plaza South, Suite 240, Canton, Ohio 44702, duly authorized by a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 2021; hereinafter referred to as the **COUNTY**; and the City of Green, Ohio, a municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as the **CITY**, duly authorized by Ordinance No. \_\_\_\_\_, passed by its Council on the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

**WHEREAS**, the **COUNTY** and **CITY** 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 Pittsburg Avenue in Stark County and Mayfair Road in The City of Green; and

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

**WHEREAS**, the **COUNTY** and the **CITY** 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, and pursuant to Ohio Revised Code §307.15, §715.02, and relevant sections of Chapter 5557, it is mutually agreed by and between the parties as follows:

1. The **COUNTY** will provide the design plans for the improvement, identified as PID 107649. The **COUNTY** and **CITY** shall split equally any funding necessary for the design plans that is not covered by federal funds.

2. The **COUNTY** will supervise the acquisition of necessary right-of-way for the improvement. The **CITY** and **COUNTY** will each pay for the cost of any necessary permanent or temporary right-of-way needed for the project in their respective jurisdictions that is not covered by federal funds obtained for the improvement. Should any right-of-way within the **CITY** boundary need to be acquired by the eminent domain/appropriation, the **CITY** grants permission for the **COUNTY** to proceed with and complete said appropriations.
3. The **COUNTY** will apply for Ohio Public Works Commission (OPWC) funding for the project. Any share of the cost of construction and construction administration above the amount provided by federal funding and a potential OPWC grant shall be split evenly between the **CITY** and the **COUNTY**.
4. The **COUNTY** will advertise and open bids for the project.
5. The **COUNTY** shall award the contract for construction of the project.
6. The **COUNTY** will invoice the **CITY** at the conclusion of the improvement for the amount owed by the **CITY**. The minimum share for the **CITY** for design, right-of-way (including any reimbursable utility costs), construction and construction administration shall be One Hundred Thousand Dollars (\$100,000.00).
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 **COUNTY** shall provide snow control and abrasives, through the circular roadway portion of the roundabout.
  - b. The **COUNTY** shall provide for the maintenance of the roundabout features other than the circular roadway (i.e. signs, lighting, center island treatment) and shall invoice the **CITY** once per year for 50% (Fifty Percent) of the previous year cost of those maintenance items. The **CITY** shall remit payment of the **COUNTY** within 30 days (Thirty Days) of said invoice.

8. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

***IN WITNESS WHEREOF***, we have hereunto set our hands to this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESSES:

THE BOARD OF COMMISSIONERS  
STARK COUNTY, OHIO

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WITNESSES:

THE CITY OF GREEN

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Approved as to legal  
form and sufficiency:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney  
Stark County, Ohio

Approved as to legal  
form and content:

By: \_\_\_\_\_  
City of Green Law Director

