

# Resolution

## Distribution

Stark County Commissioners

County Engineer  
Jackson Township  
Jackson Local  
Schools  
Stark Parks  
Journal

Adopted December 22, 2021

**Subject**      **A Resolution approving an agreement between Stark County, Jackson Township, Jackson School District and Stark Parks for the construction of a pedestrian tunnel underneath Fulton Rd.**

Commissioner Creighton moved for the adoption of the following Resolution which was seconded by Commissioner Regula:

**Whereas**, Jackson Township, Jackson School District, and Stark Parks, wish to construct a pedestrian tunnel crossing under Fulton Road (Township Road 211); and

**Whereas**, a Maintenance and Capital Repair Agreement has been prepared to memorialize the specific responsibilities of Jackson Township, Jackson School District, Stark Parks, Stark County, and Stark County through the Stark County Engineer; and

**Whereas**, the responsibilities of Stark County and Stark County through the Stark County Engineer will be limited to providing the required inspections of the tunnel structure itself and will have no financial responsibility for construction, maintenance, or capital repair/replacement of the tunnel project as described in detail in the Maintenance and Capital Repair Agreement.

**Now Therefore Be It Resolved** that this Board hereby approves and authorizes itself to sign the Maintenance and Capital Repair Agreement which is incorporated herein by reference and made a part hereof the same as if repeated herein in full.

Upon roll call the vote resulted as follows:

Mr. Smith - yes      Mrs. Creighton - yes      Mr. Regula - yes

C-E-R-T-I-F-I-C-A-T-E

I, the undersigned, hereby certify the foregoing to be a true and correct record of the Resolution adopted by the Board.

Quinnifer Odley

# MAINTENANCE and CAPITAL REPAIR AGREEMENT

## Jackson Tunnel and Connector Trail, Stark County

This Agreement is made and entered into this 22 day of December, 2021, by and between the Board of Trustees of Jackson Township, Stark County, Ohio, hereinafter referred to as **JACKSON TOWNSHIP**, duly authorized by a Resolution number 21-254 adopted on the 7<sup>th</sup> day of December, 2021; and Jackson Local School District, hereinafter referred to as **JACKSON SCHOOL**, duly authorized by Resolution number 21.138 adopted on the 16th day of November, 2021; and the Stark County Park District, an Ohio Political Subdivision, hereinafter referred to as **STARK PARKS**, duly authorized by Resolution number 21-02-015 adopted on the 2nd day of February, 2021; and the Stark County Board of Commissioners, hereinafter referred to as **STARK COUNTY**.

*WHEREAS*, there is currently planned, in the Township of Jackson and near Ohio State Route 241 in Stark County, Ohio, a pedestrian tunnel crossing under Fulton Road (Township Road 211), hereinafter referred to as the **PROJECT**; and

*WHEREAS*, **JACKSON TOWNSHIP, JACKSON SCHOOL, and STARK PARKS**, wish to construct a tunnel at this location; and

*WHEREAS*, the project currently lies along the property of **JACKSON TOWNSHIP and JACKSON SCHOOL, and JACKSON TOWNSHIP, JACKSON SCHOOL, and STARK PARKS** will each have certain responsibilities towards the project which will need to be agreed upon; and

*WHEREAS*, the parties agree that the interests of **JACKSON TOWNSHIP, JACKSON SCHOOL, and STARK PARKS** in this construction should include continued maintenance and capital repair/replacement commitments by **JACKSON TOWNSHIP, JACKSON SCHOOL, and STARK PARKS**; and

*WHEREAS*, the parties wish to resolve their respective liabilities or obligations with respect to the maintenance and capital repair and/or replacement of the **PROJECT**, trails connecting to the **PROJECT**, and future maintenance capital repair/replacement responsibility for this pedestrian tunnel; and

*WHEREAS*, it is in the best interests of **JACKSON TOWNSHIP, JACKSON SCHOOL, and STARK PARKS** to cooperate in the construction and maintenance of the proposed **PROJECT**; and

*WHEREAS*, **JACKSON TOWNSHIP, JACKSON SCHOOLS, STARK PARKS, and STARK COUNTY** have the authority to enter into a mutual Agreement to commit to project maintenance, repair, and replacement.

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

1. Upon completion of the construction of the **PROJECT**, and the delivery of the project ownership by the Ohio Department of Transportation (**ODOT**) to **STARK PARKS, JACKSON TOWNSHIP, and JACKSON SCHOOL, STARK PARKS and JACKSON TOWNSHIP** will assume financial responsibility, at a ratio of 2/3 **JACKSON TOWNSHIP** to 1/3 **STARK PARKS**, for all agreed upon amenities, future maintenance, and capital repair or replacement for the **PROJECT**. **STARK COUNTY** will have no financial responsibility for construction, maintenance, or capital repair/replacement of the **PROJECT**.
2. **PROJECT** amenities such as, but not limited to signage, landscaping, decorative concrete, shall be agreed upon and paid for at a ratio of 2/3 **JACKSON TOWNSHIP** to 1/3 **STARK PARKS, and STARK COUNTY** will have no financial responsibility therefor.
3. Prior to any **PROJECT** maintenance, including but not limited to, replacement of damaged lights or camera equipment, paint, landscaping,



decorative concrete, signage, paving of trail surface, or other structural maintenance, repair, or replacement, **STARK PARKS** will submit a written estimate of proposed work 60 days in advance of scheduled work. If there is no objection from **JACKSON TOWNSHIP** or no response within the 60 days, **STARK PARKS** shall be free to perform submitted work and invoice **JACKSON TOWNSHIP** for its portion of the cost thereof. In the case of an emergency, **STARK PARKS** shall notify **JACKSON TOWNSHIP** of the nature of the emergency, will keep **JACKSON TOWNSHIP** apprised of all work necessary including the contractor, park labor and materials, and will invoice **JACKSON TOWNSHIP** for its portion of the cost thereof.

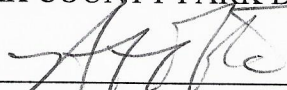
4. **STARK COUNTY**, through the **Stark County Engineer**, will inspect the tunnel at least once every two years. If this inspection determines the need for maintenance, repair, or capital repair or replacement of the **PROJECT**, **STARK PARKS** and **JACKSON TOWNSHIP** shall promptly address such maintenance, repair, or replacement at their respective costs. If **STARK COUNTY**, through the **Stark County Engineer**, performs any emergency repair of this tunnel or the portion of Fulton Rd. over this tunnel, **JACKSON TOWNSHIP** will reimburse **STARK COUNTY** the full costs of such emergency repair. **STARK PARKS** will be responsible to reimburse **JACKSON TOWNSHIP** for their agreed portion of this emergency repair reimbursement cost.
5. **STARK PARKS** will coordinate with **JACKSON SCHOOLS** to secure a trailway easement for the trails approaching and connecting to the **PROJECT**. **STARK PARKS** shall purchase and install signage, final wording to be mutually agreed upon by all parties.

6. **STARK PARKS** and **JACKSON SCHOOLS** shall provide ordinary maintenance on those sections of the **PROJECT** that are located on their respective properties, including but not limited to mowing and removal of trash.
7. **STARK PARKS** will provide maintenance and upkeep to the trail surface so as to keep the trail open to trail users.
8. **STARK PARKS** shall provide Park Rangers at its cost to regularly patrol the area of the **PROJECT**.
9. Written notice for **STARK PARKS** shall be sent to **5300 TYNER STREET NW, CANTON OH, 44708**, written notice for **JACKSON TOWNSHIP** shall be sent to **5735 WALES AVE. NW, MASSILLON OHIO, 44646**, written notice for **JACKSON SCHOOL** shall be sent to **7602 FULTON DRIVE NW, MASSILLON, OHIO 44646**, and written notice for **STARK COUNTY** shall be sent to 110 Central Plaza South, Suite 240, Canton, Ohio 44702.
10. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

*[Signature pages follow]*

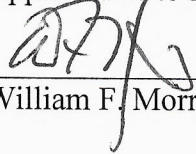
IN WITNESS WHEREOF, the parties hereto have executed this Maintenance Agreement on this 22 day of December, 2021.

STARK COUNTY PARK DISTRICT

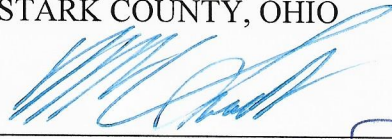
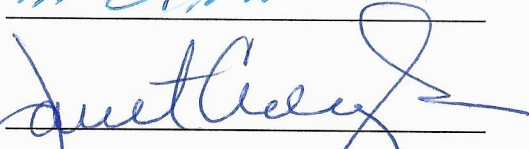
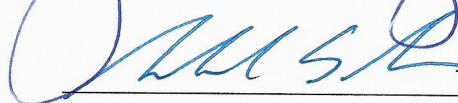
By:   
Robert A. Fonte, Director

Date: 12/8/2021, 2021

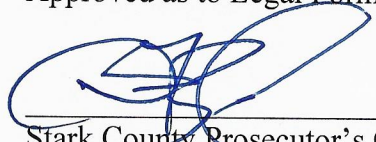
Approved as to legal form and sufficiency:

  
William F. Morris, Counsel for Stark County Park District

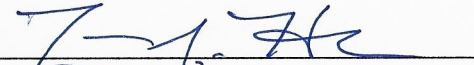
THE BOARD OF COMMISSIONERS  
STARK COUNTY, OHIO

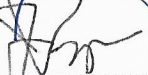
  
  


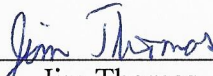
Approved as to Legal Form and Sufficiency:

  
Stark County Prosecutor's Office  
for the Board of Stark County Commissioners

BOARD OF TRUSTEES OF JACKSON  
TOWNSHIP, STARK COUNTY, OHIO

By:   
Todd J. Hawke, Chairman

By:   
John E. Pizzino, Vice Chairman

By:   
Jim Thomas, Trustee


Date: December 7, 2021

Approved as to legal form and sufficiency:

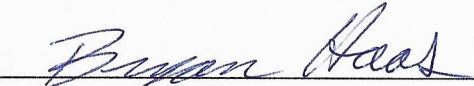


Michael B. Vaccaro, Law Director  
Board of Trustees of Jackson Township,  
Stark County, Ohio

BOARD OF EDUCATION JACKSON  
LOCAL SCHOOL DISTRICT

By:   
Scott Gindlesberger, President

Date: 12/14/21, 2021

By:   
Bryan Haas, Treasurer

Date: 12/15/21, 2021