

MEMORANDUM OF UNDERSTANDING (MOU) FOR  
CONSTRUCTION ACCESS ACROSS PARKLANDS BETWEEN  
THE STARK COUNTY PARK DISTRICT, CITY OF ALLIANCE,  
AND KENMORE CONSTRUCTION CO., INC.

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ of March, 2022, by and between the STARK COUNTY PARK DISTRICT, an Ohio political subdivision, of 5300 Tyner Street NW, Canton, Ohio 44708 hereinafter referred to as “Stark Parks”, THE CITY OF ALLIANCE, an Ohio municipal corporation, of 504 East Main Street, Alliance, Ohio 454601, hereinafter referred to as “Alliance”, and KENMORE CONSTRUCTION CO., INC., an Ohio for-profit corporation, of 700 Home Avenue, Akron, Ohio 44310, hereinafter referred to as “Kenmore”. Stark Parks, Alliance and Kenmore are at times collectively referred to as “Parties”, or individually as “Party”.

RECITALS

WHEREAS, Alliance is the owner of a 164.87-acre parcel of real estate located in the Northeast and Northwest Quarters of Section 14, Lexington Township, Stark County, Ohio and known as Stark County Auditor’s Permanent Parcel No. 2880055; and

WHEREAS, Stark Parks manages a portion of said lands for the operation of its Mahoning Valley Trail, hereinafter referred to as the “Trail”, as a recreational hiking and biking resource which is open to the public; and

WHEREAS, Alliance has contracted with Kenmore as part of a Wastewater Treatment Plant Construction Project, hereinafter referred to as the “Project”, which will require Kenmore to cross the Trail; and

WHEREAS, Kenmore anticipates the need to cross the Trail to haul excavated materials (dirt/rock) from the Project during the years 2022 and 2023; and

WHEREAS, Stark Parks seeks to limit the location of the trail-crossing to that set forth on the attached “Exhibit A”; and

WHEREAS, Stark Parks, Alliance and Kenmore seek to ensure the safety of the park patrons and the long-term sustainability of the Trail surface.

WITNESSETH:

NOW THEREFORE in consideration of the forgoing and in consideration of the mutual promises and conditions, the parties agree:

**The Parties incorporate herein by reference all the foregoing recitals and adopt, ratify and reaffirm same.**

**Stark Parks agrees as follows:**

- 1) To inspect the Trail before construction and take note of existing conditions.
- 2) To inspect the Trail at the time of completion to ensure all requirements have been met before the release of Alliance and Kenmore.
- 3) Inspect the Trail periodically to ensure the requirements of this MOU are being met through the duration of the construction crossing.
- 4) That its contact is: Jason Yost, Trail Crew Leader, 330-428-1618; jyost@starkparks.com

**Alliance and Kenmore agree as follows:**

- 1) To attend a pre-construction meeting to note existing conditions.
- 2) To limit the location of the trail crossing to that indicated on "Exhibit A".
- 3) To establish a time frame needed for the trail-crossing access, to include a start and end date during which time the trail crossing will be in use. No single use of the trail crossing shall exceed a period of sixty (60) days, and Stark Parks shall be given ten (10) days advanced written notice of any use of the trail crossing. Time frames established for trail crossing shall be cancelled as soon as it is apparent that the balance is no longer needed.
- 4) Kenmore may request to use the crossing with more than 24-hour but less than the ten (10) day notice, however in all such cases where approval is given Kenmore will be required to have a flagger on site at the trail crossing while in use. Permission by Stark Parks may not unreasonably be withheld; however, the frequency and volume of such requests may be a basis for denial.
- 5) To post appropriate signage to alert the public regarding the construction/hauling operations. Specifically, signs reading "CAUTION Construction Vehicles Crossing Trail Ahead" are to be placed at both trail entrances. The signs are to be covered anytime the trail crossing is not in use (unscheduled days and during non-working hours of scheduled days), and to be uncovered whenever it is in use.
- 6) To place road plates upon the Trail when crossing, and to ensure the transition is smooth for trail users. The plates can remain in place for the duration of the construction.).
- 7) To bring motor vehicles to a complete stop and yield to pedestrians and cyclists before crossing the trail.
- 8) Hauling operations shall be limited to the hours between 6:00 a.m. and 5:00 p.m. on weekdays (Monday thru Friday).
- 9) In the event Kenmore's operation requires the trail to be closed and trail users to be detoured to Rockhill Avenue NE, Alliance and Kenmore must notify Stark Parks ten (10) days in advance and the closure and associated provisions to detour trail users will be Alliance and Kenmore's responsibility to be executed according to and at Stark Park's direction.
- 10) To restore the Trail conditions to their original state within ten (10) business days of work being completed, in accordance with the Typical Trail Section shown in Exhibit B.
- 11) In consideration of this accommodation by Stark Parks, Kenmore agrees to provide in kind work and materials to improve the drainage on the north leg of the trail. Specifically, Kenmore will install headwalls on the upstream side (south) of

the three drainage culverts under the trail, will improve/create as needed a ditch along the south side of the trail to enhance drainage on the south side of the trail and direct it to the three culvert pipes in order to prevent/reduce storm water from running across the trail, and to regrade/top-dress the trail in the areas where washout has occurred from the trail being overtopped by storm water. Alliance agrees to allow the use of its property along the trail as needed for the construction/improvement of the ditch(es).

**Alliance agrees as follows:**

- 1) To retain sufficient funds from its construction contract with Kenmore to ensure Kenmore's compliance with each and all of the terms of this MOU.

STARK COUNTY PARK DISTRICT

\_\_\_\_\_ By: \_\_\_\_\_  
Dan Moeglin, Executive Director

CITY OF ALLIANCE

\_\_\_\_\_ By: \_\_\_\_\_  
Michael D. Dreger  
Director of Safety and Service

KENMORE CONSTRUCTION CO., INC.

\_\_\_\_\_ By: \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

\_\_\_\_\_  
WILLIAM F. MORRIS  
Counsel for Stark County Park District




APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

---

CAITLYN R. WEYER  
Alliance Law Director

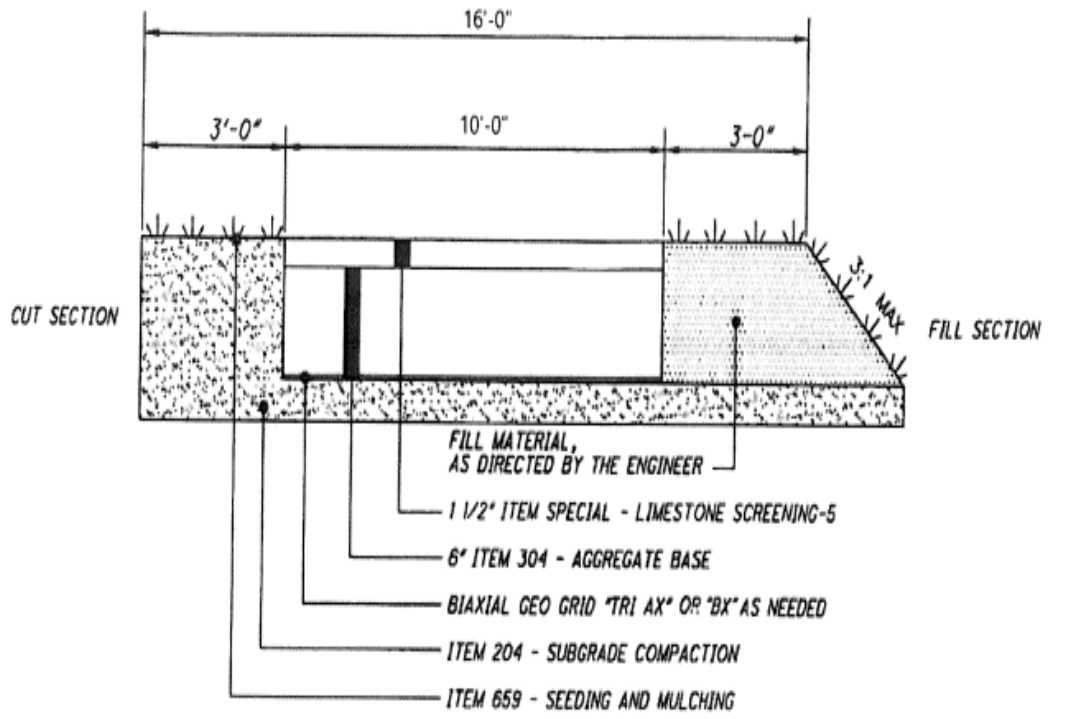
# EXHIBIT A



<p><b>Legend</b></p>	<p><b>Mahoning Valley Trail Construction Access</b></p>		<p>N</p>  <p>0 85 170 340 510 680</p> <p>US Feet</p>
<p> Haul Road</p> <p> Trail Crossing</p>			

# EXHIBIT B

## TYPICAL TRAIL SECTION



\* NOTE: TRAIL TO BE SLOPED 1/4" PER FT IN DIRECTION OF NATURAL GRADE