

North Canton City Council
Street and Alley Committee

Ordinance No. 73 – 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a Supplemental Sewer Agreement with the City of Canton for the Allenford Drive Sewer Improvements Projects, at the City of North Canton's total cost of not to exceed \$50,000.00, and declaring the same to be an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, is hereby authorized to enter into a Supplemental Sewer Agreement with the City of Canton for the Allenford Drive Sewer Improvements Projects. The total estimated project cost is \$2,500,000.00, and the City's share is anticipated not to exceed \$50,000.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, and further necessary for the timely completion of the Allenford Drive Sewer Improvements Projects and to improve the efficiency and safety of North Canton's sanitary sewer lines; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

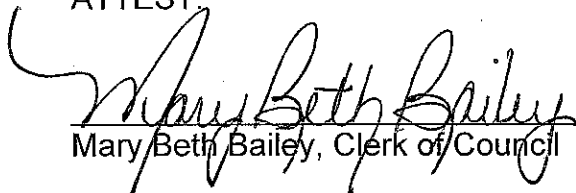
Passed in Council this 13th day of October, 2014



David Held, Mayor

Signed: 10/13, 2014

ATTEST:



Mary Beth Bailey, Clerk of Council

**CANTON-NORTH CANTON
SEWER AGREEMENT
SUPPLEMENT**

ALLENFORD DRIVE SEWER IMPROVEMENTS PROJECTS

This agreement is made and entered into this _____ day of _____, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

WHEREAS, Canton and North Canton are fully authorized to enter into this agreement; and

WHEREAS, the Canton is proceeding with improvements to the 72-inch diameter sanitary sewer located along the west side of Allenford Drive SE, approximately 1,000 feet south of the Mill Street SE intersection. The existing reinforced concrete sewer has experienced settling due to soil instability. Internal pipe inspections and elevation surveys have revealed offset pipe joints and have shown the sewer to be moving slightly downward and laterally towards the Nimishillin Creek. Given the geology of the area, this site has been the location of several slope failures over the years resulting in several stabilization projects. In addition, in 2013 the City completed improvements upstream of this location to install two (2) valve vaults that are required for the completion of the aforementioned project; and

WHEREAS, it is necessary to provide for the North Canton’s and Canton’s responsibilities and obligations for the projects; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

Section 1.0 PROJECT COSTS

- 1.01 The project costs contemplated by this agreement include but are not limited to the following: engineering investigations/evaluations, survey, engineering design, constructability review, bid document preparation, advertising, bidding, all permits, easements, construction contracts including all change orders, claims, fees, penalties or other expenses resulting from the construction of this project, and construction engineering/management expenses.
- 1.02 The project cost for the ESI/WSI Interconnecting Vaults (Vault Project) was \$327,812. Of this total, a portion was previously invoiced North Canton as part of the 2013 O,M & R expenses. The remaining \$220,000 is included in this agreement. The project cost for the Stream Bank Restoration and Sewer Repair Project is estimated to be approximately \$2,500,000. North Canton shall bear 1.89% of the project costs and Canton shall bear 52.31% of the total project costs. In a separate agreement, Canton will seek to secure 45.80% of the total project costs from Stark County. The aforementioned cost sharing was derived by consideration of each entities appropriate Single Family Equivalentents (SFEs) tributary to the project locations. For these projects, the SFEs utilized were 54,159.20 for Canton, 47,414.22 for Stark County and 1,957.46 for North Canton.
- 1.03 Upon completion and approval by Canton of the projects, Canton shall provide North Canton with certified costs, North Canton's share shall be adjusted accordingly, and Canton will invoice the North Canton for its share of each project.

Section 2.0 MISCELLANEOUS PROJECT RESPONSIBILITIES

- 2.01 Engineering Investigations and Evaluations: Prior to the execution of this Supplemental Agreement, Canton contracted for engineering investigations and evaluations of the deteriorated line which have been used to generate the construction plans. The cost of this work is specifically excluded from the cost allocation set forth above.
- 2.02 Engineering Survey and Design: Prior to the execution of this agreement, Canton prepared construction plans for this project. Costs attributable to this work are specifically excluded from the cost allocation set forth above.
- 2.03 Bid Document Preparation, Advertising, Bidding, Bid Evaluation, Construction Engineering/Management/Inspection: Canton, as owner of the sewer line, and contracting

authority and the construction contract, shall be responsible for bid document preparation, advertising, bidding, bid evaluation, construction engineering / management / inspection. All costs associated with these activities are specifically excluded from the cost allocation set forth above.

2.04 Canton agrees to make all construction contract payments for the duration of the construction contract and seek reimbursement from North Canton following completion of each project.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects and shall remain in full force and effect.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

Law Director,
Canton, Ohio

By: Mayor of Canton

By: Public Service Director of Canton

APPROVED AS TO FORM:

Director of Law,
North Canton, Ohio

By: Mayor of North Canton