

North Canton City Council  
Street and Alley Committee

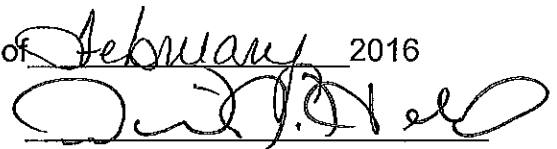
Ordinance No. 9 – 2016

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement with the Board of Stark County Commissioners for the Everhard Road and Whipple Avenue Improvement Project, and declaring the same to be an emergency.

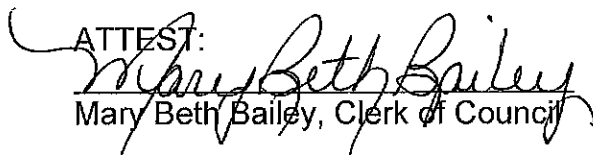
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, is hereby authorized to enter into a project agreement with the Board of Stark County Commissioners for the Everhard Road and Whipple Avenue Improvement Project, wherein Stark County shall apply for funding from the Ohio Public Works Commission and Stark County Area Transportation Study grants which is anticipated to pay 80% of the overall project cost, which shall be distributed proportionately inside and outside the City, and the City shall be responsible to fund its share of costs only within the City not covered by the grant.
- 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 Everhard Road and Whipple Avenue Improvement Project to improve the flow and safety of traffic for motorists and pedestrians; 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 8<sup>th</sup> day of February, 2016

  
David Held, Mayor

Signed: 2/08, 2016

ATTEST:  
  
Mary Beth Bailey, Clerk of Council

EVERHARD ROAD/WHIPPLE AVENUE PROJECT AGREEMENT  
BETWEEN  
STARK COUNTY BOARD OF COMMISSIONERS  
AND  
CITY OF NORTH CANTON, OHIO  
("AGREEMENT")

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Board of Stark County Commissioners, hereinafter referred to as the COUNTY, duly authorized by Resolution No. \_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2016, and the City of North Canton, hereinafter referred to as the CITY, duly authorized by Ordinance No. \_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, there is currently located on Everhard Road/Whipple Avenue in Stark County and the City of North Canton, Ohio, highways, which the parties believe are in need of improvement; and

WHEREAS, the COUNTY and CITY wish to improve these highways; and

WHEREAS, inasmuch as the highway currently lies within the CITY and within the COUNTY, and the COUNTY and the CITY will each have certain responsibilities toward the improvement Project ("Project"), which will need to be agreed upon between them; and

WHEREAS, the parties wish to resolve their respective liabilities and obligations with respect to the design and construction of the Project at said location; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to cooperate in the improvement of Everhard Road/Whipple Avenue; and

WHEREAS, pursuant to RC Sections 307.15, 5557.02, and 5557.03, the COUNTY and CITY have the authority to enter into said Agreement and the CITY may pay its portion of the above-described Project to the COUNTY; and

WHEREAS, the County and City mutually recognize the need for a formal Agreement regarding the maintenance of sections of road wherein mutual responsibilities exist; and

WHEREAS, it is agreed that general maintenance responsibility should be defined for the full width of road right-of-way for each section of roadway maintained; and

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WHEREAS, it is agreed that a policy and system for the issuance of highway related permits is in the best interest of public health and welfare; and

WHEREAS, the COUNTY and the CITY mutually agree this Agreement regarding the maintenance of portions of said road by the other constitutes adequate consideration for entering into this agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The COUNTY shall prepare plans and specifications for the portion of the PROJECT that includes the widening of Whipple Avenue and Everhard Road. The CITY shall prepare plans and specifications for the portion of the PROJECT that includes the resurfacing, reconstruction and repair of Everhard Road.
2. The COUNTY shall advertise and sell the PROJECT. The COUNTY shall obtain funding from the Stark County Area Transportation Study (SCATS) to pay for 80% of the project construction and construction administration costs.
3. The COUNTY shall supervise the construction of the PROJECT.
4. The COUNTY shall apply for Ohio Public Works Commission (OPWC) funds to pay for a portion of the construction, right-of-way, design and construction administration costs with the CITY as a joint sponsor. Any remaining funding necessary for the construction and construction administration beyond that received from the SCATS and OPWC funds shall be borne by the COUNTY and CITY with the COUNTY to pay for the portion of the PROJECT that is currently outside the corporation limits of the CITY, and the CITY to pay for the portion of the PROJECT that is currently inside the corporation limits of the CITY.
5. The CITY will reimburse the COUNTY by payments to the COUNTY for the CITY'S share cost of the construction and construction administration within thirty (30) days of receipt of an invoice from the COUNTY.
6. Upon completion of the PROJECT, maintenance responsibilities for Everhard Road/Whipple Avenue shall be borne by the CITY within the

corporation limits of the CITY, and by the COUNTY outside the corporation limits of the CITY.

7. 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 \_\_\_\_\_, 2016.

STARK COUNTY COMMISSIONERS

\_\_\_\_\_  
Janet Creighton, Commissioner

\_\_\_\_\_  
Richard S. Regula, Commissioner

\_\_\_\_\_  
Tom Bernabei, Commissioner

Approved as to form  
and legal sufficiency:

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

CITY OF NORTH CANTON, OHIO

BY: \_\_\_\_\_  
David Held, Mayor

Approved as to form  
and legal sufficiency:

\_\_\_\_\_  
Timothy L. Fox, Law Director  
City of North Canton, Ohio

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