

North Canton City Council
Street and Alley Committee

Ordinance No. 32 - 2019

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an Agreement by and between the City of North Canton ("City") and the Stark County Board of Commissioners ("County Commissioners") for the repaving of Applegrove Street NE, and declaring the same to be an emergency.

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

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into an Agreement by and between the City and the County Commissioners for the repaving of Applegrove Street NE.
- Section 2. That a copy of said Agreement is attached hereto and incorporated herein.
- Section 3. 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 4. 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 repaving of Applegrove Street NE during the weather-permitting season; 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, together with the Board of Control and approval by the Mayor.

Passed in Council this 8 day of April 2019



David Held, Mayor

Signed: 4/08 2019

ATTEST:



Laura Brown, Director of Finance

**APPLEGROVE STREET 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 _____, 2019, 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 _____, 2019, and the City of North Canton, hereinafter referred to as the CITY, duly authorized by Ordinance No. ____ adopted on the ____ day of _____, 2019.

WHEREAS, there is currently located on Applegrove Street in Stark County and the City of North Canton, Ohio, a highway, which the parties believe is in need of improvement; and

WHEREAS, the COUNTY and CITY wish to improve this highway; 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 Applegrove Street; 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 COUNTY may pay its portion of the above-described Project to the CITY; 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

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 CITY shall prepare plans and specifications for the Project.
2. The CITY will supervise and pay for the construction of the Project.
3. The CITY will apply for OPWC funds to pay for a portion of the construction of the Project with the COUNTY as a joint sponsor. The remaining funding necessary for construction beyond that received from the OPWC funds shall be borne by the COUNTY and CITY with the COUNTY to pay for the portion of Applegrove Street resurfacing that is currently outside the corporation limits of the CITY, and the CITY to pay for the portion of the resurfacing and reconstruction of Applegrove Street that is currently inside the corporation limits of the CITY. The COUNTY will reimburse the CITY'S by payment to the CITY for the COUNTY'S share of the construction costs within thirty (30) days of receipt of an invoice from the CITY.
4. 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 _____, 2019.

STARK COUNTY COMMISSIONERS

Janet Creighton, Commissioner

Richard S. Regula, Commissioner

Bill Smith, 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