

North Canton City Council  
Street and Alley Committee

ORDINANCE 32 - 2020

An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement with the Stark County Commissioners for the reimbursement of cost related to the rehabilitation of Stark County's East Maple Vehicular Bridge as part of the City's East Maple Street Enhancement Project (the "Project") and declaring the same to be an emergency.

WHEREAS, the City has been offered additional funding by the Stark County Commissioners for any costs related to the rehabilitation of Stark County's East Maple Vehicular Bridge above what grant funds cover as part of the City's East Maple Street Enhancement Project.

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

- Section 1. That the Mayor, be, and is hereby authorized to enter into an agreement with the Stark County Commissioners for the reimbursement of cost related to the East Maple Vehicular Bridge Rehabilitation as part of the City's East Maple Street Enhancement Project as described and attached hereto and incorporated herein as "Exhibit A".
- 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 prompt and timely submission of the signed agreement in prior to Project bidding; 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 upon its adoption by Council, together with the Mayor's approval. 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 June 2020.

Attest: Benjamin R. Young  
Benjamin R. Young, Clerk of Council

Stephan B. Wilder  
Stephan B. Wilder, Mayor

Signed on: June 8, 2020

**EAST MAPLE STREET ENHANCEMENT PROJECT AGREEMENT  
BETWEEN  
STARK COUNTY BOARD OF COMMISSIONERS  
AND  
CITY OF NORTH CANTON, OHIO  
("AGREEMENT")**

This Agreement is made and entered into this 5<sup>th</sup> day of June, 2020, by and between the Board of Stark County Commissioners, hereinafter referred to as the COUNTY, duly authorized by Resolution No. \_\_ adopted on the 3<sup>rd</sup> day of June, 2020, and the City of North Canton, hereinafter referred to as the CITY, duly authorized by Ordinance No. 32-20 adopted on the 5<sup>th</sup> day of June, 2020.

WHEREAS, there is currently located on East Maple 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 East Maple Street; and

WHEREAS, pursuant to RC Sections 307.15 and 153.61, 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:

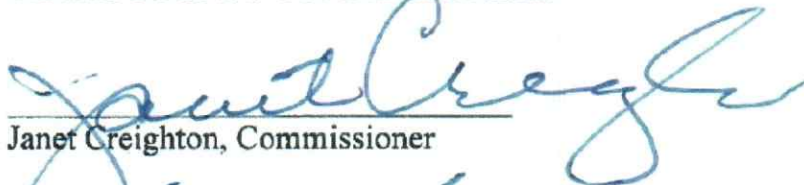
1. The CITY shall prepare plans and specifications for the Roadway Enhancement portion of the Project and the COUNTY shall prepare plans and specifications for the Vehicular Bridge Rehabilitation portion of the Project.
2. The CITY will supervise and pay for the construction of the Project.
3. The CITY has applied for Federal funds through SCATS to pay for a portion of the construction of the Project. The CITY has also applied for Municipal Road Funding (MRF) through the Stark County Board of Commissioners with a minimum of twenty

percent (20%) of this MRF dedicated to the COUNTY's Vehicular Bridge portion of the Project. The remaining funding necessary for construction beyond that received from the Federal funds and MRF shall be borne by the COUNTY and CITY with the COUNTY to pay for the Vehicular Bridge Rehabilitation portion of the Project, and the CITY to pay for the remaining Roadway Enhancement aspects of the Project. The COUNTY will reimburse the CITY by payment to the CITY for the COUNTY'S share of the Vehicular Bridge Rehabilitation construction costs within thirty (30) days of receipt of an invoice from the CITY.

- 4. Upon completion of the Project, the COUNTY will maintain the Vehicular Bridge and the CITY will maintain the Pedestrian Bridge, the Roadway, and the Decorative Sidewalk.
- 5. 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 8<sup>th</sup> day of June, 2020.

**STARK COUNTY COMMISSIONERS**

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

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

  
\_\_\_\_\_  
Bill Smith, Commissioner

Approved as to form  
and legal sufficiency:

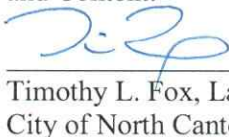
  
Digitally signed by Stephan P. Babik  
Date: 2020.05.29 15:52:13 -04'00'

Assistant Prosecuting Attorney  
Stark County, Ohio

CITY OF NORTH CANTON, OHIO

BY:   
Stephan B. Wilder, Mayor

Approved as to form  
and Content:

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