

DATE: AUGUST 16, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 97- 2010

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor of the City of Massillon, Ohio, to enter into a Project and Maintenance Agreement with the Stark County Commissioners for the Carmont Avenue/17th Street Project, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a Project and Maintenance Agreement with the Stark County Commissioners for the Carmont Avenue/17th Street Project.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to enter into a Project and Maintenance Agreement with the Stark County Commissioners for the Carmont Avenue/17th Street Project. The estimated cost for this project is Four Hundred Fifty Thousand Dollars (\$450,000.00). See attached agreement.

(SEE ATTACHED EXHIBIT "A")

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to enter into the agreement with the Stark County Commissioners so the Carmont Avenue/17th Street Project will be completed. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage 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 16th DAY OF August 2010

APPROVED: Mary Beth Bailey
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED: August 17, 2010

Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Mary Beth Bailey
Clerk of Council

Date 8/16/10

AGREEMENT

Carmont Avenue/17th STREET

This Agreement is made and entered into this ____ day of _____, 2010, by and between the Board of Stark County Commissioners, hereinafter referred to as the COUNTY, duly authorized by a Resolution adopted on the ____ day of _____, 2010, and the City of Massillon, hereinafter referred to as the City, duly authorized by Resolution adopted on the ____ day of _____, 2010.

WHEREAS, there is currently located at CARMONT AVENUE/17th STREET in Stark County and the City of Massillon, 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 project currently lies within the CITY and within the COUNTY, and the COUNTY and the CITY will each have certain responsibilities toward the 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 this project at said location; and

WHEREAS, it is in the best interests of the COUNTY and the CITY to cooperate in the improvement of CARMONT AVENUE/17th STREET; and

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

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 that a formal 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 covenants and agreements contained herein, it is mutually agreed by and between the parties as follows:

1. The COUNTY shall prepare plans and specifications for reconstruction, resurfacing and minor widening on CARMONT AVENUE/17th STREET;
2. The COUNTY will supervise and pay for the Construction Supervision of the project;

3. The COUNTY will apply for Ohio Public Works Commission Funds to pay for a portion of the construction of the project with the CITY as a joint sponsor. The remaining funding necessary for construction beyond that received from the Ohio Public Works Commission Funds shall be borne by the COUNTY and CITY with the COUNTY to pay for the portion of CARMONT AVENUE/17th STREET that is currently a COUNTY highway and the CITY to pay for the portion of CARMONT AVENUE/17th STREET that is currently a CITY highway. The CITY will reimburse the COUNTY by payment into the county treasury for the CITY'S share of the construction costs within thirty (30) days of receipt of an invoice from the COUNTY.
4. Upon completion of the project, maintenance responsibilities for CARMONT AVENUE/17th STREET shall be outlined as follows:

SECTION I- DEFINITION-GENERAL MAINTENANCE RESPONSIBILITY

- A. Snow and ice removal.
- B. Application of abrasives.
- C. Pavement maintenance, including minor surface treatment, not exceeding two inch (2") thickness..
- D. Vegetation control, including weeds, brush and trees.
- E. Application of pavement markings.
- F. Guardrail repair.
- G. Erection and repair of all uniform traffic control devices.
- H. Public health welfare (dirt, obstacles, liquid spills, etc.).
- I. Minor pavement base repair.
- J. Repair of berms.
- K. Ditches, drainage systems, and culverts.

SECTION II – ISSUANCE OF HIGHWAY PERMITS

A. General Permits

The following type permits shall be issued by the party having general maintenance responsibility as determined in Section III and IV.

- (1) Permits for overweight loads.
- (2) Permits for oversize loads.

B. Utility Permits

Permits issued to utilities, companies or individuals for the installation of pipes, conduits, sewers, power lines and poles, telephone lines and poles, television cables and poles shall be issued as follows:

(1) When the installation is parallel to the right-of-way, the permit shall be issued by the party in the COUNTY or the CITY in which the installation is being made.

(2) When the installation crosses the right-of-way, the permit shall be issued by the party in the COUNTY or the CITY in which the installation terminates.

C. Road Opening and Driveway Permits

Nothing in this Agreement shall deny the COUNTY or the CITY their rights of issuing road opening permits or driveway culvert permits, and inspecting the work performed in their respective portions of these sections of roads.

D. Notification

Each party shall notify the other party of the issuance of permits and commencement of work that involves:

- (1) Movement of oversize loads and overweight loads that could go from one party's maintenance section to the other party's maintenance section.
- (2) Work on utilities that will disturb ditches, drainage systems, pavement or berms along the other party's maintenance section.

SECTION III

The COUNTY will perform GENERAL MAINTENANCE within the following rights-of-way:

<u>ROAD NAME</u>	<u>LIMITS FROM AND TO</u>
Carmont Avenue/17th Street	U.S. 30 to Elton Street

There shall be no changes in existing Street Marking Patterns on the above roads without prior written agreement of both parties.

SECTION IV

The CITY will perform GENERAL MAINTENANCE within the following rights-of-way:

<u>ROAD NAME</u>	<u>LIMITS FROM AND TO</u>
Carmont Avenue/17th Street	North of U.S. 30

There shall be no changes in existing Street Marking Patterns on the above roads without prior written agreement of both parties.

SECTION V

Nothing in this maintenance agreement shall supercede or otherwise alter the statutory obligation of each party to maintain, cause to be maintained, or to control the portion of roadway situated within their respective territory.

SECTION VI

The COUNTY and CITY further agree that, in the event it is believed necessary and desirable that unusual maintenance repair, reconstruction or improvement should be performed, which is of such magnitude as to be beyond the scope of work normally considered GENERAL MAINTENANCE, then such work may be performed by contract or by the political subdivision, upon the following conditions:

- A. Upon agreement of the parties hereto of the necessity, the COUNTY or CITY shall, by mutual agreement, proceed to accomplish to required work by the contract method; or
- B. Upon agreement of the parties hereto of the necessity, the COUNTY or CITY may do the work with their own work forces; and
- B. The complete cost of the work shall be prorated, based on the lineal footage at the time of the improvement located within each political jurisdiction and the appropriate amount remitted to the party that issued the contract or performed the work.

SECTION VII

This agreement shall be in effect for an indefinite term. It may be revised by mutual agreement of the parties and it may be terminated by either party upon sixty (60) days written notice to the non-terminating party.

- 1. 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 _____, 2010.

STARK
COUNTY COMMISSIONERS

Todd Bosley, Commissioner

Dr. Peter Ferguson, Commissioner

Steven Meeks, Commissioner

Approved as to form
and legal sufficiency:

Assistant Prosecuting Attorney
Stark County, Ohio

CITY OF MASSILLON, OHIO

BY: _____
Francis H.. Cicchinelli, Jr.
Mayor

Approved as to form
and legal sufficiency:

Law Director
City of Massillon, Ohio

CARMONT AVENUE SW (17th St.) - C.R. 333

