

DATE: APRIL 18, 2011 CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 61- 2011

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the grant agreement with the Board of Stark County Transportation Improvement District for the 2011 Intersections Improvement 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 sign the grant agreement with the Board of Stark County Transportation Improvement District for the 2011 Intersections Improvement Project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sign the grant agreement with the Board of Stark County Transportation Improvement District for the 2011 Intersections Improvement Project. The City was awarded a grant in the amount of One Hundred Forty-Seven Thousand Dollars from the TID which will along with the ODOT grant fund the project construction, right-of-way acquisition and construction management 100%. This project will improve the intersections of Erie (SR 241) & Tremont Avenue along with Lincoln Way East (SR 172) & 27th Street/Jackson Avenue.

(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 sign the grant agreement with the Board of Stark County Transportation Improvement District for the 2011 Intersections Improvement Project so for the work to begin in a timely manner. 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 18th DAY OF April 2011

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

Glenn E. Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED: April 19, 2011

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 4/18/11

GRANT AGREEMENT

THIS GRANT AGREEMENT is entered into at Canton, Ohio, on the ____ day of March 2011, by and between The Board of the Stark County Transportation Improvement District, (hereinafter referred to as the "TID"), whose address is 201 Third Street, N.E., Suite 201, Canton, Ohio 44702, and the City of Massillon, a political subdivision (hereinafter referred to as the "Sponsor"), whose address is 151 Lincoln Way East, Massillon, Ohio 44646.

W I T N E S S E T H

WHEREAS, it is the goal of the TID to provide a mechanism to facilitate the funding of certain approved projects in accordance with the Ohio Revised Code.

WHEREAS, the parties have acknowledged the need for the 2011 Intersection(s) Improvement Project located at Erie Street and Tremont Avenue and at Lincoln Way East and 27th St NE in Massillon, Ohio (hereinafter "Project").

WHEREAS, the TID has received grant funds from the Ohio Department of Development to undertake road improvements that will retain or attract businesses for the State of Ohio and the Project is listed on the scope of work list for said grant fund received by the TID.

WHEREAS, on March 14, 2011, the TID approved granting up to One Hundred Forty Seven Thousand (\$147,000) to the Sponsor for the Project pursuant to a Stark County TID Transportation Project Application.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein, the receipt and sufficiency of which is hereby acknowledged by each, the TID and the Sponsor agree as follows:

1. Project. The TID shall grant to the Sponsor up to a total of One Hundred Forty Seven Thousand Dollars (\$147,000) (hereinafter referred to as "Grant Funds") for Construction of the Project as set forth in the Project Application which is attached and fully incorporated herein. Grant Funds provided through the TID shall be applied only to costs associated with Construction of the Project and for no other purpose.

2. The Sponsor acknowledges that time is of the essence for the completion of the Project. Any and all work performed under the terms of this Agreement must be completed and submitted for reimbursement to the TID by or before October 1, 2011. Requests for Reimbursement shall be sent to the TID c/o Rich LaRocco, ME Companies, 4150 Belden Village Ave, Canton, Ohio 44718. Any and all work that is not completed and submitted to the TID by or before October 1, 2011 shall no longer be eligible for reimbursement from the TID under the terms of this Agreement.

3. Minority Hiring Requirement. Sponsor shall make a good faith effort to hire minority persons for completion of the Project in the same percentage as the average percentage of minority persons represented in the population and demographics of Stark County, Ohio.

4. Equal Employment Opportunity. Sponsor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status or ancestry.

5. Rights, Responsibilities and Obligations. Nothing in this Agreement shall be construed as imposing any legal duty or obligation on the TID over and above those enumerated herein. Furthermore, nothing in this Agreement shall be construed as creating any legal relation between the TID and any other person or entity performing services or supplying the equipment, materials, goods or supplies for the Project sufficient to impose upon the TID any of the obligations specified in Section 126.30 of the Revised Code. The Sponsor certifies that it will maintain insurance coverage against all claims, damages, costs and expenses, and/or liability which may arise as a result of Sponsor's work on the Project and furthermore, that the Sponsor shall indemnify and hold harmless the TID, and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, including claims for personal injury and/or property damage, or recipient's use or application of the Grant Funds being provided by the TID hereunder, and Sponsor's construction or management of the Project. The Sponsor or Sponsor's employees or agents shall in no way be considered employees of the TID for any purpose, including but not limited to retirement benefits, workers' compensation, unemployment compensation, health insurance, or any other fringe benefit.

6. Competitive Bid Requirements. Sponsor shall comply with all applicable state and local competitive bidding requirements.

7. Final Closeout Report. Within thirty (30) days after completion, Sponsor shall submit to the TID a Final Closeout Report detailing the completion of the Project, and the total number of full time employees hired and/or retained at the Project site.

8. Project Default. If for any reason the Project is not completed by October 1, 2011, this Agreement shall terminate and TID shall have no further obligation to reimburse Sponsor under the terms of this Agreement. If the Grant Funds are used for another purpose other than stated herein, the Sponsor shall repay to the TID an amount equal to the total Grant Funds the TID disbursed on behalf of the Project within thirty (30) days after demand by TID.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and all prior discussions and understandings between the parties are superceded by this Agreement. This Agreement shall not be altered, modified, or amended except by written agreement signed by each of the parties hereto.

10. Notices. Notices required in this Agreement shall be directed as follows:

Keith A. Dylewski, City Engineer
City of Massillon
151 Lincoln Way East
Massillon, Ohio 44646

Stark County Transportation Improvement District
Attn: Rich LaRocco
201 Third Street, N.E., Suite 201
Canton, OH 44702

11. Applicable Law. This Agreement, and any claims arising out of this Agreement, shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate as of the date and year first above written.

WITNESSES:

SPONSOR

By: _____

**BOARD OF STARK COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**

By: _____

John Benincasa, President

Approved as to Sufficiency and Form:

Leslie Iams Kuntz, Esq.
Attorney for the Stark County
Transportation Improvement District