

DATE: MAY 2, 2011

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 64 - 2011

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 42 – 2011 by making revisions to the Massillon-Stark County Sewer Service Agreement Supplemental #1 for the Bar Screen & Grit Screw Replacement at the Wastewater Treatment Plant, and declaring an emergency.

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

Section 1:

Ordinance No. 42 – 2011 is amended to reflect the revisions to the Massillon-Stark County Sewer Service Agreement Supplemental #1 for the Bar Screen & Grit Screw Replacement at the Wastewater Treatment Plant. See attachment hereto.

Section 2:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency is so work may begin in a timely manner for the Bar Screw & Grit Replacement at the Wastewater Treatment Plant. 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 2nd DAY OF May, 2011

ATTEST:

Mary Beth Bailey
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn E. Gamber
GLENN E. GAMBER, PRESIDENT

APPROVED:

May 3, 2011

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

Agreement

Stark County Commissioners

With _____

Dated City of Massillon

Distribution:

Journal
Auditor
J. Jones
Massillon
Squire, Sanders, Dempsey
file

Subject

MASSILLON-STARK COUNTY SEWER SERVICE AGREEMENT
SUPPLEMENTAL NO. 1

THIS SUPPLEMENTAL AGREEMENT made and entered into this ____ day of _____, 2011, by and between the City of Massillon, Ohio (hereinafter referred to as "Massillon" or the "City"), by its Mayor and its Director of Public Service and Safety, duly authorized in its behalf by Ordinance No. _____ passed by its Council on the ____ day of _____, 2011, and the County of Stark, Ohio (hereinafter referred to as the "County"), by its Board of Stark County Commissioners, duly authorized by a resolution adopted by the Board on the ____ day of _____, 2011, witnesseth:

WHEREAS, the City of Massillon and Stark County entered into a sewer service agreement on April 26, 2001, said Agreement referred to as the "Basic Agreement"; and

WHEREAS, the "Basic Agreement" obligates the County and Massillon to revise same as necessary and as required; and

WHEREAS, the City has found it necessary to rehabilitate the grit screw conveyor and bar screens located in the Headworks Building; and

WHEREAS, the County, acting under authority of Revised Code Section 6117.01 et. seq., and Massillon, acting pursuant to Article XVIII of the Ohio Constitution, are fully authorized to enter into this Agreement; and

WHEREAS, the same terms used herein have the definitions as described in the "Basic Agreement":

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and Massillon do hereby agree to amend the Basic Agreement as follows:

Section 1.0

1.01 The bar screen and grit screw replacement project includes demolition of existing bar screens and electrical components and the installation of two (2) new screens; two (2) panels; and one (1) conveyor along with associated electrical and concrete work. The grit screw replacement portion of the project shall consist of demolition of existing electrical; two (2) screw conveyors; installation of two (2) new screw conveyors and associated electrical, all of which were constructed in 1975 and require rehabilitation.

The estimated project cost for this project including construction and construction administration is \$666,638.00.

1.02 As established in the "Basic Agreement," the County shall pay a share of 50% as invoiced monthly by the City during the course of construction of the bar screen and grit screw replacement project. Said share amounts to \$333,319.00 based on estimated project costs.

- 1.03 Upon completion of the project by Massillon, the City shall provide the County with final costs and the County's share shall be adjusted accordingly.

Except as amended hereby, the Basic Agreement is hereby confirmed in all other respects.

IN WITNESS WHEREOF, the County and Massillon have caused this Tenth Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

BOARD OF COMMISSIONERS
STARK COUNTY:

Assistant Prosecuting Attorney
Stark County

Commissioner Dr. Peter Ferguson

Commissioner Janet Weir Creighton

Commissioner Thomas M. Bernabei

APPROVED AS TO FORM:

CITY OF MASSILLON:

Massillon Law Director

Mayor

Director of Public Service & Safety