

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT
AGENDA

DATE: MONDAY, FEBRUARY 3, 2014
PLACE: COUNCIL CHAMBERS
TIME: 7:30P.M.

THERE IS ONE PUBLIC HEARING TONIGHT
ORDINANCE NO. 2 – 2014 AT 6:45PM

1. ROLL CALL
2. INVOCATION BY COUNCILWOMAN MICHELLE DEL RIO-KELLER
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 5 – 2014

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd., and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project upon payment in the amount of \$1.4 million to the City, and declaring an emergency.

ORDINANCE NO. 6 – 2014

BY: PARKS AND RECREATION COMMITTEE

1ST READING
AN ORDINANCE establishing the new 2014 Club Legends Room/Tent fees to be charged at The Legends of Massillon Golf Course, and declaring an emergency.

ORDINANCE NO. 7 – 2014

BY: PARKS AND RECREATION COMMITTEE

1ST READING
AN ORDINANCE establishing the new 2014 Facility/Pavilion Cancellation fees for the Massillon Parks and Recreation Department, and declaring an emergency.

ORDINANCE NO. 8 – 2014

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Consent Legislation with the Ohio Department of Transportation for the STW MUNI BRDG INSP PROG 2, PID 97103, and declaring an emergency.

ORDINANCE NO. 9 – 2014

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

1ST READING
AN ORDINANCE accepting the dedication of road right of way and replat for the property located at 1306 17th Street SW owned by Jamie Gresser. The dedication includes approximately 0.119 acres of the existing roadway area and replat of the adjoining property, and declaring an emergency.

ORDINANCE NO. 10 – 2014

BY: FINANCE COMMITTEE

1ST READING

AN ORDINANCE making certain appropriations from the unappropriated balance of the Safety Forces Improvement Fund, for the year ending December 31, 2014, and declaring an emergency.

ORDINANCE NO. 11 – 2014

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1206 Municipal Motor Vehicle License Plate Fund and the Summer Concert Fund, for the year ending December 31, 2014, and declaring an emergency.

ORDINANCE NO. 12 – 2014

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Jobs and Commerce Economic Development Agreement between the Ohio Department of Transportation and the City of Massillon for the 9th Street SW Improvement Project, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR BIG LOTS STORES INC DBA BIG LOTS 5128 71 MASSILLON MARKETPLACE DR SW MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

A). AUDITOR SUBMITS MONTHLY REPORT FOR JANUARY 2013 *4*

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR – TABLED FROM DECEMBER 16, 2013

ORDINANCE NO. 136 – 2013

BY: PUBLIC UTILITIES COMMITTEE

TABLE TO 2/18/14

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Everflow Eastern Partners LP., for 8.10 acres of real estate owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 137 – 2013

BY: PUBLIC UTILITIES COMMITTEE

TABLE TO 2/18/14

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Everflow Eastern Partners LP., for 10.65 acres of real estate owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 148 – 2013

BY: PUBLIC UTILITIES COMMITTEE

TABULE TO 211B/14

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an amendment and extension of an existing Oil and Gas Lease. The well lease area includes part of The Legends Golf Course property with a requested lease area from the City of Massillon of 9.77 acres, and declaring an emergency.

ORDINANCE NO. 149 – 2013

BY: PUBLIC UTILITIES COMMITTEE

TABULE TO 211B/14

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an amendment and extension of an existing Oil and Gas Lease. The well lease area includes the property known as Shriver Park, with a requested lease area from the City of Massillon of 5.40 acres, and declaring an emergency.

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 2 – 2014

BY: COMMUNITY DEVELOPMENT COMMITTEE

2ND READING

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-3 Single Family Residential to RM-1 Multiple Family Residential.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 5 - 2014

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd., and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project upon payment in the amount of \$1.4 million to the City, 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, determines it necessary to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd, and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project upon payment in the amount of \$1.4 million to the City.

Section 2:

The Mayor of the City of Massillon, Ohio, is authorized to enter into the agreement, the terms and conditions of which are set forth upon payment in the amount of \$1.4 million to the City with the funds being deposited into the Section 108 Loan Repayment Fund 1341 for the defeasement agreement between the City of Massillon and HUD, or its fiscal designee, regarding the City's Section 108 Loan balance.

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2014

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 6 - 2014

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE establishing the new 2014 Club Legends Room/Tent fees to be charged at The Legends of Massillon Golf Course, 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 determines that it is necessary to establish a new 2014 Club Legends Room/Tent fees to be charged at The Legends of Massillon Golf Course.

Section 2:

It is hereby determined that the following 2014 Club Legends Room/Tent fees to be charged at The Legends of Massillon Golf Course is hereby approved and accepted by this Council. These changes were approved by the Massillon Recreation Board at the December 19, 2013 meeting.

(SEE ATTACHED EXHIBIT "A")

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that it is necessary to update the 2014 Club Legends Room/Tent rental fees. 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.



CURRENT RATES:

Vista Room \$40 - \$80 to rent the room

Examples:

Rental with no catering, \$80

Rental with our catering, \$40

Bar and appetizers, \$60

Rental with bar and outside catering, \$80

Reception with us catering \$0

PROPOSED RATES:

All rooms, minimum 4 hours

25 people min., our catering

\$150 with outside catering

and our appetizers

\$200 flat rate for room only

without our catering

TENT: \$200 - \$400 to rent the tent

with no food and/or outside catering

Examples:

Rental with no food, \$400

Rental with our catering, \$200

Ceremony only in the tent \$400

Reception with us catering \$0

TENT: 100 people minimum

PROPOSED EXTRA FEES:

WITHOUT OUR CATERING

*** \$.30 per linen napkin**

*** \$30.00 - Beverage station**

(coffee, hot tea, water, iced tea)

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 7 - 2014

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE establishing the new 2014 Facility/Pavilion Cancellation fees for the Massillon Parks and Recreation Department, 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 determines that it is necessary to establish the new 2014 Facility/Pavilion Cancellation fees for the Massillon Parks and Recreation Department.

Section 2:

It is hereby determined that the following 2014 Facility/Pavilion Cancellation fees for the Massillon Parks and Recreation Department is hereby approved and accepted by this Council. These changes were approved by the Massillon Recreation Board at the December 19, 2013 meeting.

(SEE ATTACHED EXHIBIT "A")

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that it is necessary to update the 2014 Facility/Pavilion Cancellation fees at the Massillon Parks and Recreation Department. 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.

2nd page is the signature page



Massillon Parks and Recreation Department Facility and Pavilion Rental Information

Thank you for renting one of our many facilities. We hope that your experience is an enjoyable one, and that you will consider us again in the future. Listed below is information to help you in making an informed rental decision.

Pavilion Name	Address	Accomodations		Availability	Rates	
Enclosed:		Tables	Chairs		Resident	Non Res
Kiwanis	1414 Oak St. SE	(13) - 8 foot	96	Year Round	\$80.00	\$125.00
Oak Knoll	618 - 6th St. SW	(11) - 8 foot	88	Year Round	\$80.00	\$125.00

A \$25.00 refundable key deposit is required for use of enclosed pavilions

Open:

Bottoms Park	620 Water St. NW	(6) - 6 foot	Seats 68	Mid April - Oct. 31	\$30.00	\$48.00
Community Park	2200 Finebrook SW	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$45.00	\$75.00
Franklin Park	650 - 3rd St. SE	(5) - 6 foot	Seats 30	Mid April - Oct. 31	\$30.00	\$48.00
Kiwanis Park	1414 Oak SE	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$30.00	\$48.00
Lincoln Park East	17th St. NW	(8) - 6 foot	Seats 48	Mid April - Oct. 31	\$30.00	\$48.00
Oak Knoll Park	618 - 6th St. SW	(6) - 6 foot	Seats 68	Mid April - Oct. 31	\$30.00	\$48.00
Reservoir Large	905 Sippo Blvd. NE	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$30.00	\$48.00
Reservoir Small	905 Sippo Blvd. NE	(4) - 6 foot	Seats 24	Mid April - Oct. 31	\$30.00	\$48.00
Shriver Park	1237 - 3rd St. SE	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$30.00	\$48.00
South Sippo Park	1400 Tremont SE	(10) - 8 foot	Seats 80	Mid April - Oct. 31	\$30.00	\$48.00
Stadium Park	301 - 19th St. SE	(2)-6ft & (6)-8ft	Seats 60	Mid April - Oct. 31	\$30.00	\$48.00
Wampler #1	1818 Main Ave. W	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$30.00	\$48.00
Wampler #2	1818 Main Ave. W	(12) - 6 foot	Seats 72	Mid April - Oct. 31	\$30.00	\$48.00

Information you need to know regarding Pavilion Rentals:

- In case of emergency, please call the Massillon Parks and Recreation office at (330) 832-1621. If you are unable to speak with anyone, call (330) 353-1429.
- Water is turned on in mid April and turned off before the first frost (Approximately Oct. 31st)
- Please refer to the City of Massillon Park Ordinances for all rules and regulations.
- As a reminder, the use of any intoxicating liquor, beer, smoking, illegal drugs or controlled substances of any form whatsoever on park property is strictly prohibited.
- All rental times are from 10:00 AM to 9:00 PM

It is our policy that the renter not enter the facility reserved until the day of the rental. All users of Massillon Parks and Recreation Department facilities shall assume the responsibility to leave said property in its original state. An additional cleaning fee may be assessed if the facility is not found in clean condition upon inspection performed by Park Personnel following the rental. Should a key deposit be required, renter may return key for refund after 12:00 PM on first working day after the rental if the facility is found to be in acceptable condition.

Partial refunds will be granted for cancellations if the Parks and Recreation Department is notified a minimum of 3 working days in advance of the reservation date. The following Administrative fees are withheld:

\$ 5.00 - Open Pavilion Rental
\$10.00 - Enclosed Pavilion Rental

CHANGE TO 2 WEEKS AND 25%

I have read and understand the policies of the City of Massillon Parks and Recreation Department Facility and Pavilion Rentals.

/ / 200

Printed Name and Date

Signature

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 8 - 2014

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Consent Legislation with the Ohio Department of Transportation for the STW MUNI BRDG INSP PROG 2, PID 97103, 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 Consent Legislation with the Ohio Department of Transportation for the STW MUNI BRDG INSP PROG 2, PID 97103.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sign the Consent Legislation with the Ohio Department of Transportation for the STW MUNI BRDG INSP PROG 2, PID 97103. The State has identified the need for Bridge Inspection Program Services, including, but not limited to bridge load rating calculations, scour assessments, bridge inspections and fracture critical plan development that is located within the Corporation Limits of the City. The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract. The LPA (City) agrees to pay 100% of the cost of those features which are not included in the attached General Engineering Services.

(SEE EXHIBIT "A" HERETO ATTACHED)

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

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 Consent Legislation with Ohio Department of Transportation for the STW MUNI BRIDGE INSP PROG 2, PID 97103. The State and the City has identified the need for Bridget Inspection Program Services. 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 _____ DAY OF _____ 2014

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED _____

KATHY CATAZARO-PERRY, MAYOR

PRELIMINARY LEGISLATION

Consent

Rev. 6/26/00

Ordinance/Resolution # : _____

PID No. : 97103

County/Route/Section : _____

The following is a/an _____ enacted by the _____ of _____
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I – Project Description

WHEREAS, the (LPA) has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to bridge load rating calculations, scour assessments, bridge inspections, and fracture critical plan development.

NOW THEREFORE, be it ordained by the _____ of _____ County, Ohio.
(LPA)

SECTION II – Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The LPA agrees to pay 100% of the cost of those features which are not included in Exhibit A.

PID No.: 97103

SECTION IV – Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION V Authority to Sign

I, _____ of said _____ is hereby empowered on behalf of the
(Contractual Agent) (LPA)
_____ to enter into contracts with the Director of Transportation which is necessary to
(LPA)
complete the above described project.

Passed: _____, 2_____
(Date)

Attested: _____
(Clerk)

(Contractual Agent of LPA – title)

Attested: _____
(Title)

(President of Council)

The _____ is hereby declared to be an emergency measure to expedite the highway project and
(Ordinance/Resolution)
to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**CERTIFICATE OF COPY
STATE OF OHIO**

_____ of _____ County, Ohio
(LPA)

I, _____, as Clerk of the _____
(LPA)
of _____ County, Ohio, do hereby certify that the foregoing is a true and correct copy of
_____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

_____ on the _____ day of _____, 2____.
(LPA)

That the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

Law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in _____,
Page _____
(Record No.) (Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable,
this _____ day of _____ 2____.

(Clerk)

(CITY SEAL)

_____ of _____ County, Ohio
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.")

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____ County, Ohio.
(LPA)

Attested: _____ Date _____
(Contractual Agent)

For the State of Ohio

Attested: _____ Date _____
(Director, Ohio Department of Transportation)

Scope of Services Meeting Date: **/**/**
Approved Final Scope of Services Minutes Date: **/**/**

GENERAL ENGINEERING SERVICES

Central Office, Office of Structural Engineering

Scope of Services

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Consultants must be prequalified for major bridge inspection services, which may include but are not limited to the following:

Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action

Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations
- Task 2C - Field Measurements for Gusset Plates
- Task 2D - Load Rating and Analysis of Gusset Plates

Task 3 – SMS/BMS Structure Inventory and Review

Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 97103

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2011 Interim with revisions, AASHTO Publication
- Bridge Inspector's Reference Manual, FHWA NHI **Publication Number:** 03-001
- Underwater Bridge Inspection, **FHWA Publication Number:** FHWA NHI-10-027, Publication Year: 2010
- ODOT Bridge and Appraisal Coding Guide, Latest Version
- ODOT Bridge Design Manual, Latest Version

All work shall be performed on an actual cost basis. The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders.

The duration of the agreement will be thirty-six (36) months from the authorization date of the agreement.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS/BMS.

The project will be divided in to four sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities will have the option to opt into or out of this program. The sub-projects have the following general geographic areas, general characteristics, and maximum contract values for all municipal bridges with municipal inspection responsibility obtained from BMS data as of October 2013:

Project: SP01 - District (1, 2, & 3), Total Structures = 530

Type	Span ≤ 20	20' < Span ≤ 60	60' < Span ≤ 200'	Span > 200'	Total
Single Span	78	137	33	0	248
Multi-Span	3	6	50	31	90
Culvert	154	35	1	0	190
Truss	0	1	1	0	2
Underwater Inspection	0	0	0	2	2
Fracture Critical Inspection	0	0	2	0	2

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 97103

Project: SP02 - District (4, 11, & 12), Total Structures = 416

Type	Span ≤ 20	20' < Span ≤ 60	60' < Span ≤ 200'	Span > 200'	Total
Single Span	31	112	26	0	169
Multi-Span	0	7	54	45	106
Culvert	100	33	2	0	135
Truss	1	2	4	4*	6
Underwater Inspection	0	0	1	4	5
Fracture Critical Inspection	2	1	3	5	11

* Includes 4 movable steel truss structures

Project: SP03 - District (5, 6, & 10), Total Structures = 576

Type	Span ≤ 20	20' < Span ≤ 60	60' < Span ≤ 200'	Span > 200'	Total
Single Span	86	103	29	0	218
Multi-Span	1	6	42	34	83
Culvert	181	81	6	0	268
Truss	0	0	7	0	7
Underwater Inspection	0	0	0	0	0
Fracture Critical Inspection	0	0	11	5	16

Project: SP04 - District (7, 8, & 9), Total Structures = 594

Type	Span ≤ 20	20' < Span ≤ 60	60' < Span ≤ 200'	Span > 200'	Total
Single Span	57	121	29	0	207
Multi-Span	2	9	63	56	130
Culvert	155	90	5	0	250
Truss	0	0	5	2	7
Underwater Inspection	0	0	2	8	10
Fracture Critical Inspection	0	1	7	4	12

Please note that the total numbers of structure types is estimated based on current BMS data and may be adjusted. The estimated contract price value for each project is as follows:

SP01 \$217,000
SP02 \$221,000
SP03 \$262,000
SP04 \$300,000

The total amount of the four (4) agreements associated with this project shall not exceed \$1,000,000.00. CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

UNDERSTANDING

1. Inspections shall be completed by firms prequalified with ODOT for major bridge inspection with full time staff qualified for bridge inspection according to Manual of Bridge Inspection.

2. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. CONSULTANT shall submit copies of all reports and calculations, both hard copy and electronic, to the City or Village for inclusion in their bridge records. This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, and .xls formats).

3. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering. CONSULTANTS shall not submit reports to ODOT unless specifically requested to do so.

Price Proposal Due Date: **/**/**

Services to be furnished by CONSULTANT may include:

TASK 1 - SCOUR TASKS

Task 1A – Scour Assessment - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for the scope of this task. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2013 Manual of Bridge Inspection, and any other reference material needed for the bridge owner to properly maintain their bridge files. As applicable, CONSULTANT

shall complete structure inventory information in SMS/BMS with applicable scour updates.

Task 1B - Scour Plan-of-Action - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files. As applicable, CONSULTANT shall complete Structure Inventory forms and SMS/BMS with applicable scour updates for submittal to ODOT.

TASK 2 – LOAD RATING TASKS

Task 2A - Field Measurements for Load Rating - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

Task 2B - Load Rating Calculations - The bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis shall be performed for AASHTO HS20-44 [MS 18] (truck & lane) loading for both inventory and operating levels, and for four Ohio Legal Loads (2F1, 3F1, 4F1, and 5C1) at operating level. The CONSULTANT shall complete the Load Rating Analysis utilizing:

- Hand-calculations
- Spreadsheet(s); or
- ODOT- approved bridge analysis computer programs as listed in BDM Section 900 (PC Bars, VIRTIS, other software).

All programs other than PC Bars, VIRTIS, or spreadsheets shall be approved by the ODOT Office of Structural Engineering. Other computer programs which are approved by the Office of Structural Engineering shall include input and output data files as a deliverable to the City or Village.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by load and resistance factor design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed by the load and resistance factor design method.

Load Rating Report Submittal to the City or Village shall include:

1. Two (2) printed copies and one electronic copy of the Load Rating Report for each bridge.
 - a. The Load Rating Report shall be prepared and signed by a registered or non-registered engineer and checked, signed, sealed and dated by an Ohio Registered Professional Engineer.
 - b. The Load Rating Report shall explain the method used to calculate the load rating of each bridge.
 - c. The electronic deliverable shall include an Excel spreadsheet for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.
2. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
3. The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide.
4. Analysis program input files. Both input and output files shall be submitted when programs other than PC Bars, VIRTIS, or spreadsheets are used.
5. All calculations related to the load rating.
6. Completed SMS/BMS Structure Inventory forms with applicable load rating updates for submittal to ODOT.

Task 2C - Field Measurements for Gusset Plates - Gusset Plate analysis shall reflect the existing condition of the gusset plates and connections. As such, an ultrasound test (UT) shall be performed on gusset plates to determine the amount of section loss on the members.

CONSULTANT shall prepare and submit a gusset plate measurement report to the City, including, as applicable:

- a. A minimum of one portal view and one elevation view photograph of each structure, shall be provided. The reference photographs will provide a basis for determining present condition and future changes for the record.
- b. The truss layout and table of gusset plate dimensions with percentage of section loss noted.

- c. A description of all deficiencies and recommendations of maintenance repairs needed.
- d. Photographs of bridges showing defects which require repairs.

The CONSULTANT shall provide one printed copy and one digital copy of the detailed measurements report to the City or Village.

Task 2D – Load Rating and Analysis of Gusset Plates - The CONSULTANT shall perform gusset plate analyses according to FHWA Publication FHWA-IF-09-014 to determine gusset plate capacity including the welded, bolted or riveted connections. This document is available on the ODOT Office of Structural Engineering web site. The gusset plate/connection capacity will be compared to the gusset plate/connection strength requirements for the maximum DL+LL+I forces created by the critical truck. If the gusset plate controls the bridge rating, the report will indicate as such and give the recommended rating for the critical truck. If the gusset plate and connections exhibit sufficient or excess capacity the analysis shall reflect the amount of excess capacity. The analysis shall reflect the existing condition of the gusset plates and connection, including ultrasound tests (UT) performed on gusset plates to determine the amount of section loss on the members.

If the gusset plate analysis is required to be performed by the CONSULTANT and the bridge load rating has been performed already by the City or a previous CONSULTANT, the City shall provide the load rating information including the analysis to the CONSULTANT performing the gusset plate analysis. If the load rating of the bridge has not been performed previously, the CONSULTANT shall load rate the bridge (see **Task 2b** of this document) as well as perform the gusset plate analysis.

Gusset plate analysis deliverables for each gusset plate analyzed shall include all calculations including, but not limited to, hand-calculations, spreadsheets and/or ODOT-approved computer analysis in hard copy and a reproducible data (.pdf, .doc. and/or .xls).

TASK 3 – SMS/BMS STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS/BMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website.

The CONSULTANT shall verify this data and determine if the ODOT SMS/BMS structure file information needs changing. If no changes are necessary then no SMS/BMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) with the ODOT Office of Structural Engineering and providing the City or Village with copies of submittals. Only the information requiring changing or updating

shall be filled out. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS/BMS for inventory coding details.

TASK 4 – INSPECTION PROCEDURES

Task 4A – Fracture Critical Plan – A Fracture Critical Member Plan and inspection procedure shall be developed. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketch(es) of the superstructure with locations of all fatigue and fracture prone details identified.
 - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.
 - b. Use an elevation view for trusses.
 - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
 - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
 - b. Location of each occurrence of detail
 - c. AASHTO Fatigue Category of detail
 - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 4B – Underwater Inspection Procedures – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (SMS/BMS Input) - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21st Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned.

Task 5A.1 – Condition Rating Inspection for non-NBI or NBI but not classified as NHS

Task 5A.2 – Element Level Inspection for NBI classified as NHS

Task 5B – Fracture Critical Inspection - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

Task 5C – Underwater Dive Inspection – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS/BMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

Agreement Administration Procedures

I. Type I Task Order Notification and Authorization Procedures for task orders less than \$10,000 with a well-defined scope of services

- A. Central Office will identify a task order, assign a task order number and develop a detailed scope of services.
- B. Central Office will authorize the CONSULTANT to perform the task by standard authorization letter that includes:
 - 1. A detailed scope of services for the task order.
 - 2. The completion time from authorization.
 - 3. The maximum compensation (including net fee).
 - a. The net fee shall be calculated as 11% of actual cost (labor + overhead + direct non-salary expenses). Subconsultant net fees shall be calculated in the same manner but the prime CONSULTANT shall not earn net fees on subconsultant costs.

II. Type II Task Order Proposal Request, Review and Authorization Procedures for task orders greater than \$10,000

- A. Central Office will identify a task order, assign a task order number and develop a detailed scope of services
- B. Central Office will prepare a request for a task order proposal in the format included herein and transmit it to the CONSULTANT. Review of the task order request and task order proposal preparation are allowable costs and shall be shown as a separate line item in the proposal.
- C. Standard Proposal Format - Each Task Order Proposal shall include the following elements:
 - 1. Letter of transmittal with reference to include:
 - a. Central Office General Engineering Services Agreement
 - b. PID No.
 - c. Agreement No.
 - d. Task Order No.The project for which the task order is being performed shall NOT be in the letter of transmittal reference, but shall be referenced in the body of the letter.
 - 2. All other proposal requirements shall conform to Chapter 6, Price Proposals for Agreements and Modifications, of the current Specifications for Consulting Services.
 - 3. Appendix A of the CONSULTANT's proposal shall include the task order proposal request transmitted to the CONSULTANT by the District.
- D. Central Office will review the CONSULTANT's proposal for:
 - 1. Adherence to submittal requirements.
 - 2. Compliance with the scope of services.
 - 3. Mathematical accuracy.
 - 4. Labor hours and rates.
 - 5. Net fee percentage.
- E. Central Office will resolve any issues with the CONSULTANT and obtain a revised proposal (if necessary).

- F. Central Office will authorize the CONSULTANT to proceed with the task.

III. Task Order Identification and Numbering

- A. The task order numbering system shall be a two component series consisting of the City or Village FIPS Code number and a number identifying subsequent task orders. Subsequent task orders could be either continuing task or a modification due to changes in the scope of a previously authorized task order.
1. For example, the first task order issued in the City of Columbus would be numbered 18000-1.
 - a. Continuing task orders on that project would be numbered 18000-2, 18000-3, etc.
 2. A new task order number shall be assigned rather than increase the fee of an existing task order.

IV. Invoice and Project Schedule Requirements

- A. The CONSULTANT shall provide monthly invoices and project schedules in the format transmitted with the executed agreement. Each invoice shall include all task orders authorized, a summary of the total amount authorized, the total amount invoiced and appropriate project schedules.

Authorization to Proceed - Type I Task Order

Consultant Name and Address

Re: Central Office, Office of Structural Engineering
General Engineering Services Agreement
PID No.
Agreement No.
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Effective this date you are hereby authorized to proceed with the subject task order.

Project Identification

- a. Bridge List
- b. Tasks required on each bridge

Services Requested

(Detailed description of services required.)

Documents Furnished by the Agency (attached)

Additional Scope of Services Notes

Task Order Completion Time

___ days from Notice to Proceed.

Prime Compensation

The State agrees to compensate the CONSULTANT for the performance of the task order specified in accordance with Agreement No. _____, as follows:

Actual costs plus a net fee. The Maximum Prime Compensation shall not exceed _____ (\$ _____). The net fee shall be calculated as 11% of actual cost (labor + overhead + direct non-salary expenses). Subconsultant net fees shall be calculated in the same manner but the prime CONSULTANT shall not earn net fees on subconsultant costs.

Please address your written acknowledgment of this communication to:

Omar Abu-Hajar
Office of Structural Engineering
Ohio Department of Transportation
1980 West Broad Street
Columbus, OH 43223-1102

Respectfully,

Attachments:
cc: file

Request for Task Order Proposal - Type II Task Order

Consultant Name and Address

Re: Central Office, Office of Structural Engineering
General Engineering Services Agreement
PID No.
Agreement No.
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Please provide a cost proposal for the subject task order as follows:

Project Identification

- a. Bridge List
- b. Tasks required on each bridge

Services Requested

(Detailed description of services required.)

Documents Furnished by the State (attached)

Additional Scope of Services Notes

Task Order Completion Time

___ days from Notice to Proceed.

Due date for Cost Proposal:

Please submit your proposal to:

Omar Abu-Hajar
Office of Structural Engineering
Ohio Department of Transportation
1980 West Broad Street
Columbus, OH 43223-1102

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 97103

If you have any questions or comments regarding this request, please contact this office prior to submitting your proposal.

Respectfully,

Attachments:

cc: file

Authorization to Proceed - Type II Task Order

Consultant Name and Address

Re: Central Office, Office of Structural Engineering
General Engineering Services Agreement
PID No.
Agreement No.
Task Order Number (FIPS Code) - (Number)

Dear Consultant:

Reference is made to your task order proposal dated _____, requesting compensation for the identified task.

Effective this date you are hereby authorized to proceed with the subject task order.

Prime Compensation

The State agrees to compensate the CONSULTANT for the performance of the task order specified in accordance with Agreement No. _____, as follows:

Actual costs plus a net fee of _____ (\$ _____). The maximum prime compensation shall not exceed _____ (\$ _____).

Please address your written acknowledgment of this communication to:

Omar Abu-Hajar
Office of Structural Engineering
Ohio Department of Transportation
1980 West Broad Street
Columbus, OH 43223-1102

Respectfully,

cc: file

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 9 - 2014

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE accepting the dedication of road right of way and replat for the property located at 1306 17th Street SW owned by Jamie Gresser. The dedication includes approximately 0.119 acres of the existing roadway area and replat of the adjoining property, and declaring an emergency.

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

Section 1:

The dedication of road right of way and replat for the property located at 1306 17th Street SW owned by Jamie Gresser. The request includes the dedication of approximately 0.119 acres of the existing roadway area and replat of the adjoining property. This dedication was approved by the Planning Commission at the meeting held January 8, 2014. The property is currently zoned R-1 Residential.

Section 2:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 3:

This Ordinance is declared to be an emergency measure for the reason that said replatting and dedication of right of way is for property growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. 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.

2nd page is the signature page

I hereby certify the adjacent to be correct, as surveyed by George R. F. Webb day of November 20 13.

I hereby certify the adjacent to be correct, as surveyed by George R. F. Webb day of November 20 13.



Shirley R. DeBorja.
Orville R. DeBor, Jr.
Reg. Surveyor # 5923
2327 - Carlisle Ave. S.W.
Mesa, Ill., Chgo. 44547
Phone: 330-837-2678

PLANNING COMMISSION

Approved by the Massillon Planning Commission at a meeting held _____, 20____.

SECRETARY

CHAIRMAN

CITY COUNCIL

Accepted by the City Council of Massillon, Ohio, by ord. no. _____ passed this _____ day _____ 20____.

PRESIDENT

MASSILLON CITY ENGINEER

Lot Numbers _____ assigned by the Massillon City Engineer.

ACKNOWLEDGEMENT

Know all men by these presents, that we the undersigned owners of the land designated hereon, do hereby acknowledge the signing of the same to be our free act and deed, and do hereby replot our land.

WITNESSES

OWNERS

JAMIE W. PRESSER

COUNTY OF STARK

STATE OF OHIO ss.

Before me, a Notary Public, in and for said county, did personally appear, the above, who acknowledged the signing of the same to be their free act and deed according to law. In witness whereof, I hereunto set my hand and seal this _____ day of _____, 20____.

My commission expires _____

Notary	Public
--------	--------

STARK COUNTY AUDITOR

Entered for transfer this _____ day of _____, 20____.

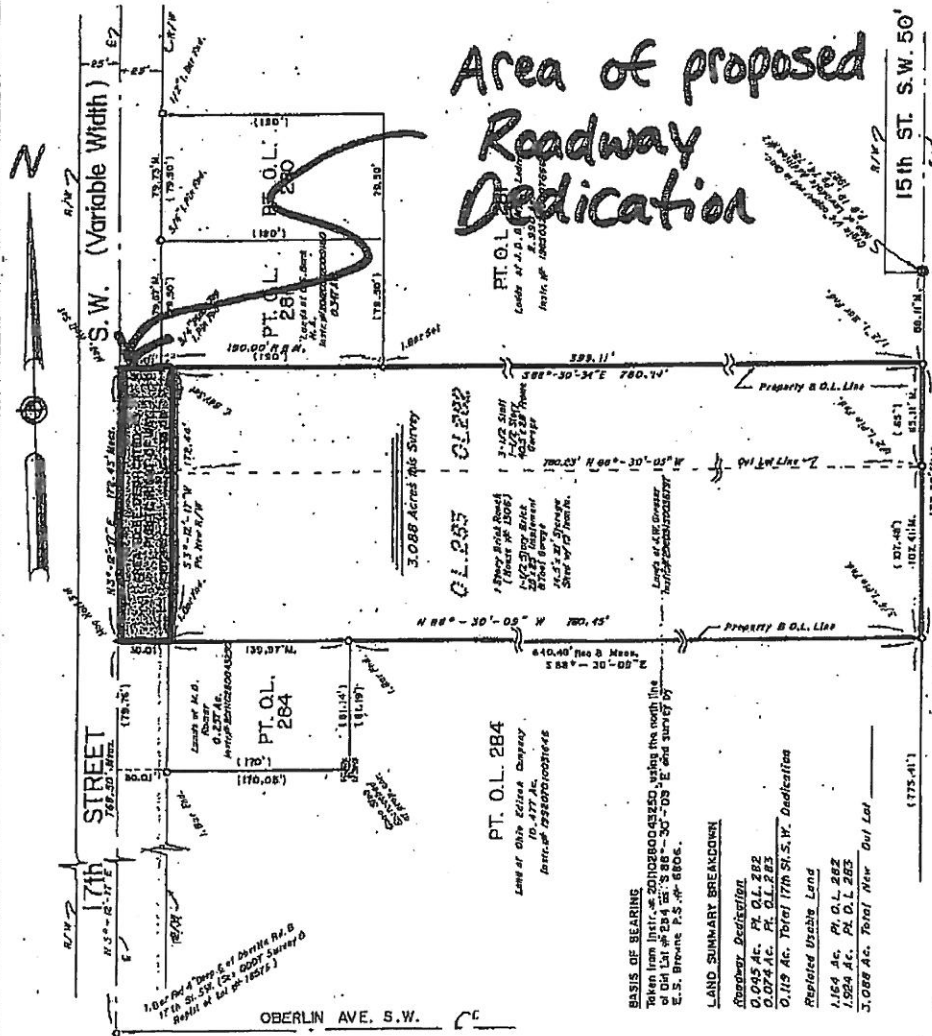
STARK COUNTY AUDITOR

STARK COUNTY RECORDER

Received for record this _____ day of _____

Recorded in Instrument No. _____, this _____ day of _____, 20____.

STARK GRINTY RECORDERS

[illegible]

Area of proposed Roadway Dedication

Estate of Missilling and/or Trustee, Inc. 14, 67 Ave. Randolph Road
 DEDICATION OF PART OF 17th ST. S.W. 8
 REPLAT OF OUT LOTS 282 & 283
 IN THE CITY OF MASSILLON. COUNTY OF STARK. OHIO

SCALE: 1" = 50'

CITY LAW DIRECTOR:
I hereby certify that the abstract submitted with this plat shows all newly dedicated lands for public purposes to be free from any

LAW DIRECTOR

FOR: GRASSER

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 10 – 2014

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Safety Forces Improvement Fund, for the year ending December 31, 2014, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Safety Forces Improvement Fund, for the year ending December 31, 2014, the following:

\$7,500.00 to an account entitled "Safety Forces Improvement Equipment" 1205.125.2530
\$7,500.00 to an account entitled "Safety Forces Improvement Supplies/Materials/Postage" 1205.125.2410

Section 2:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 3:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. 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.

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 11 – 2014

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1206 Municipal Motor Vehicle License Plate Fund and the Summer Concert Fund, for the year ending December 31, 2014, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the 1206 Municipal Motor Vehicle License Plate Fund, for the year ending December 31, 2014, the following:

\$5,254.07 to an account entitled "Services/Contracts" 1206.435.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Summer Concert Fund, for the year ending December 31, 2014, the following:

\$30,000.00 to an account entitled "Summer Concert Series" 1212.505.2392

\$ 6,000.00 to an account entitled "Summer Concert Series Supplies" 1212.505.2410

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. 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 _____ DAY OF _____ 2014.

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: FEBRUARY 3, 2014

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 12 - 2014

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Jobs and Commerce Economic Development Agreement between the Ohio Department of Transportation and the City of Massillon for the 9th Street SW 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 Jobs and Commerce Economic Development Agreement between the Ohio Department of Transportation and the City of Massillon for the 9th Street SW Improvement Project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sign the Jobs and Commerce Economic Development Agreement between the Ohio Department of Transportation and the City of Massillon for the 9th Street SW Improvement Project. The City of Massillon was awarded funds for the 9th Street SW Improvement Project from OPWC; the \$200,000.00 reimbursement grant will go towards the project costs. Projects limits along 9th Street SW are Oberlin Road SW to Albrecht Avenue SW within the City of Massillon Corporation Limits. The main project components consist of items such as the widening of the deteriorated roadway with full depth pavement replacement; installation of a storm sewer system including catch basins and manholes along with varying size piping.

(SEE EXHIBIT "A" HERETO ATTACHED)

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

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 Jobs and Commerce Economic Development Agreement between the Ohio Department of Transportation and the City of Massillon for the 9th Street SW Improvement Project. 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 _____ DAY OF _____ 2014:

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED _____

KATHY CATAZARO-PERRY, MAYOR

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
CITY OF MASSILLON**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Massillon, 151 Lincoln Way E; Massillon, OH 44646 (hereinafter referred to as the CITY).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The CITY is constructing road improvements to widen and repair deteriorated roadway with full depth pavement replacement of 9th Street SW (hereinafter referred to as the PROJECT). The ODOT program funds identified in this agreement are to be utilized for improvements to 9th Street SW from Oberlin Road SW to Albrecht Ave SW.
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development ("JCED") program funding (SAC 4JC7) that is being made available for the PROJECT by ODOT.
- 1.5 The CITY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be \$1,672,000 as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT Jobs & Commerce ED Program Funds	\$200,000
OPWC	\$1,344,000
Local Fund Source(s) (up to amount)	\$128,000
TOTAL	<u>\$1,672,000</u>

- 2.2 Funds provided by ODOT shall not exceed \$200,000.00 or 12 percent of the total PROJECT cost, whichever is the lesser amount. The CITY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The CITY shall review and/or approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The CITY shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The CITY must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The CITY may submit a maximum of two requests for reimbursement at quarterly intervals. The deadline for the final reimbursement request is December 31, 2014.
- 2.5 Reimbursement to the CITY shall be submitted to:
- Massillon City Engineer
Keith Dylewski
151 Lincoln Way E,
Massillon, OH 44646
(330) 830-1722

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The CITY is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the CITY, arising out of or related to any contract entered into by the CITY for the work to be performed by the Contractor on this PROJECT is the responsibility of the CITY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the CITY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The CITY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the CITY's obligations made or agreed to herein.

6. NOTICE

- 6.1 Notice under this Agreement shall be directed as follows:

If to the CITY:

Massillon City Engineer
Keith Dylewski
151 Lincoln Way E,
Massillon, OH 44646
(330) 830-1722

If to ODOT:

Christina Wagner, Regional Manager
Office of Jobs & Commerce, ODOT
2208 S Arlington Rd
Akron, OH 44306
(330)786-3122

7. GENERAL PROVISIONS

- 7.1 *Record Retention:* The CITY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the CITY's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any

such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.

- 7.2 **Ohio Ethics Laws:** CITY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 7.3 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the CITY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 7.4 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.5 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 7.6 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 7.7 **Term of Agreement:** This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. CITY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the CITY and monitoring by Grantor of the results of the award of Grant Funds.
- 7.8 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

MAYOR OF MASSILLON
OR AUTHORIZED REPRESENTATIVE

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Title: _____

Jerry Wray
Director

Date: _____

Date: _____