

DATE: MAY 2, 2016

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 58 – 2016

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Preliminary Participatory Legislation with the Ohio Dept. of Transportation (ODOT), for the STA MCRO FY2018(A) Resurfacing Project, PID 100870, for the year ending December 31, 2016, 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 it necessary for the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Preliminary Participatory Legislation with ODOT for the STA MCRO FY2018(A) Resurfacing Project, PID 100870.

Section 2:

Whereas the State has identified the need to perform resurfacing located within the Corporation Limits of the City of Massillon, Ohio, (see attached map). Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits.

Section 3:

There will be a 20% cost share by City for the project, unless the City specifically requests items be completed that are determined by the State and Federal Highway Administration to be unnecessary for the project, then those costs would be 100% City. The Project is currently scheduled for 2018.

Section 4:

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 5:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary 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 2nd DAY OF May, 2016

ATTEST:

Diane Rolland
DIANE ROLLAND, CLERK OF COUNCIL

Claudette Istnick
CLAUDETT O. ISTNICK, PRESIDENT

APPROVED:

May 3, 2016

Kathy Catazaro-Perry
KATHY CATAZARO-PERRY, 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:

Diane Rolland
Clerk of Council

Date 5/4/16



PRELIMINARY PARTICIPATORY LEGISLATION

RC 5521.01

Ordinance/Resolution# _____

PID No. 100870

County/Route/Section STA-MCRO(FY 2018(A))

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

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

Resurfacing of US 62 from 10.86 to 11.04 and SR 172 from 2.96 to 3.03 within the City
of Massillon.

NOW, THEREFORE, be it ordained by the City of Massillon of Stark 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 LPA agrees to participate in the cost of construction within the city limits at twenty percent (20%)
total cost.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the
LPA which are determined by the State and Federal Highway Administration to be unnecessary for the
Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction
contracts shall be processed as needed. The State shall not approve a change order or extra work contract
until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these
items in accordance with other sections herein.

(Optional-if required) The LPA further agrees to pay One Hundred Percent (100%) of the cost to install
and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with
Disabilities Act.

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said _____ City of Massillon _____ is hereby empowered on
(Contractual Agent) (LPA)
behalf of the _____ City of Massillon _____ to enter into contracts with ODOT pre-qualified consultants
(LPA)
for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the _____ is also empowered to assign all rights,
(Contractual Agent)
title, and interests of the _____ City of Massillon _____ to ODOT arising from any agreement with its
(LPA)
consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: _____, 20_____
(Date)

Attested: _____
(Clerk) (Officer of LPA - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and 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

City of Massillon of Stark County, Ohio,
(LPA)

_____, as Clerk of the City of Massillon
(LPA)

of Stark County, Ohio, do hereby certify that the forgoing is a true and
correct copy of _____ adopted by the legislative Authority of the said
(Ordinance/Resolution)

City of Massillon on the _____ day of _____, 20____
(LPA)

that the publication of such _____ has been made and certified of
(Ordinance/Resolution)

record according to law; that no proceedings looking to a referendum upon such
_____ have been taken; and that such _____

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable, this _____ day of _____, 20____

CITY SEAL

Clerk

City of Massillon of Stark 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 _____ City of Massillon of Stark County, Ohio
(LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

TIMS

TRANSPORTATION
INFORMATION
MAPPING SYSTEM

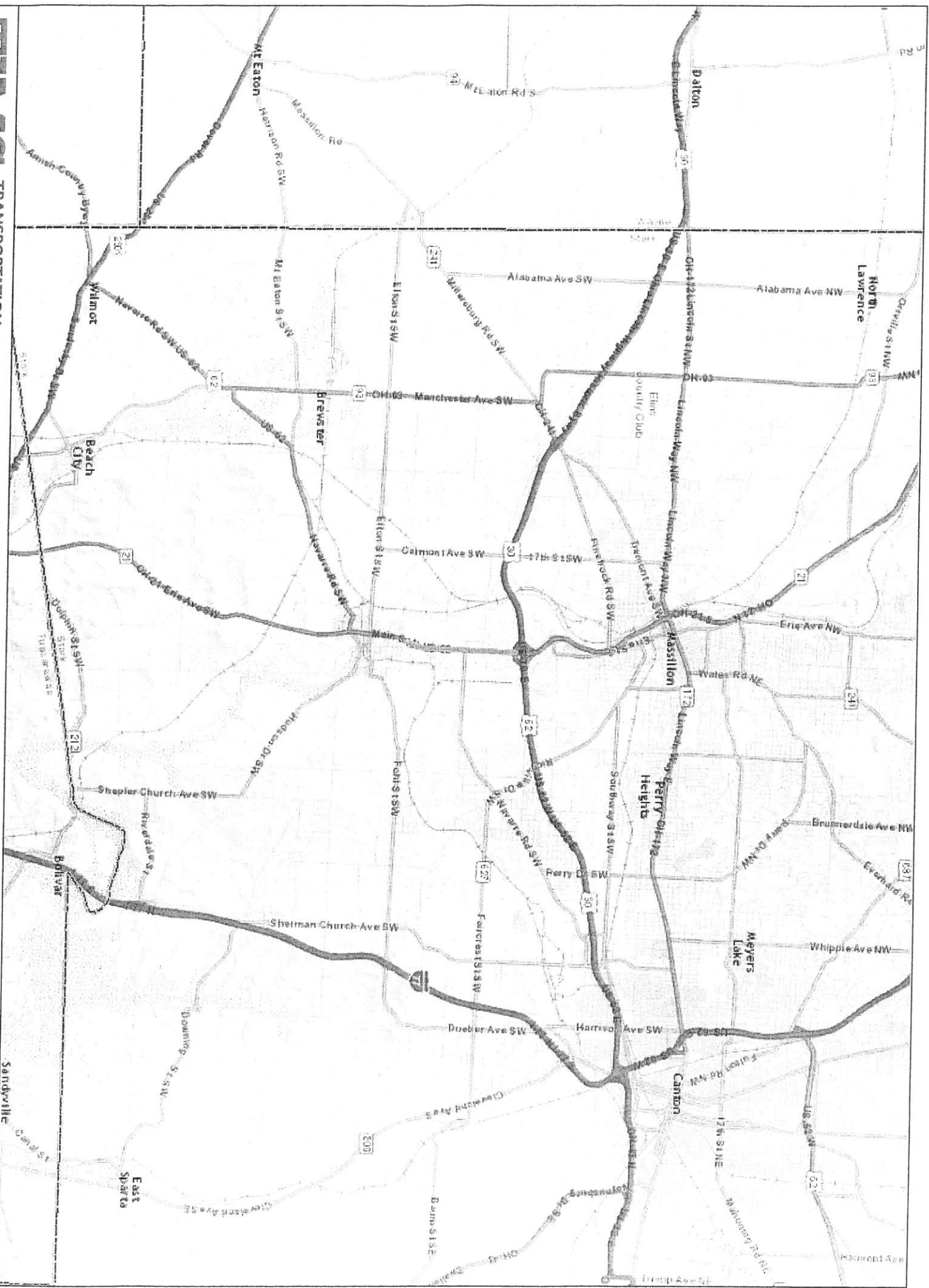
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