

AGENDA

DATE: JULY 20, 1998
TIME: 7:30 P.M.
PLACE: COUNCIL CHAMBERS

1. ROLL CALL
2. INVOCATION - COUNCILWOMAN NANCY HALTER
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. 143 - 1998 BY: SEWER AND WASTE DISPOSAL COMMITTEE

SDH
P
2-1
AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, with Wheelabrator Water Technologies, Inc., for cleaning of two anaerobic digesters at the Wastewater Treatment Plant in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 144 - 1998 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

GM
Amended
P
AN ORDINANCE authorizing and directing the Director of Public Service and Safety to approve a Change Order No. 1, on the 1998 Street Resurfacing Program, without competitive bidding, with Superior Paving & Materials, and declaring an emergency.

ORDINANCE NO. 145 - 1998 BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMM.

JL
P
AN ORDINANCE vacating a portion of Charles Avenue S.W., and declaring an emergency.

ORDINANCE NO. 146 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE accepting an application for annexation for territory to the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 147 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon and Jackson Township, and declaring an emergency.

ORDINANCE NO. 148 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from Jackson Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 149 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Wales Square Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 150 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Key Bank/Hills and Dales Road Area Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 151 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
P
AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Hills and Dales Road Area Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 152 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

P
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with Eric Alan Grohe, for Phase III of the painting of murals in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 153 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

P
AN ORDINANCE authorizing and directing the Mayor of the City of Massillon, to enter into a loan agreement with Aurelia Bowers, under the City of Massillon's Economic Development Revolving Loan Fund, to finance the purchase of the property so as to continue a business operation within the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 154 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

P
AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT of Ordinance No. 127 - 1997 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 155 - 1998

BY: FINANCE COMMITTEE

SEN RM
P
AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Fund, Community Development Block Grant Program Fund, Muni Motor Vehicle License Fund and the General Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, and declaring an emergency.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS

SR 21 GRADING (CM)
A). LETTER FROM THE OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LICENSE FROM SLAVICA DORAKOVSKA DBA MAIN MART, 2304 W. MAIN STREET, MASSILLON, OHIO, 44647, TO JILL A. HARTMANN DBA MAIN MART, 2304 W. MAIN STREET, MASSILLON, OHIO 44647.

9. BILLS, ACCOUNTS AND CLAIMS
10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR JUNE 1998
B). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JUNE 1998
C). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JUNE 1998

11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
13. CALL OF THE CALENDAR
14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 126 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

TABLED
AN ORDINANCE amending the agreement between the City of Massillon and Lukens Steel Company, under the Ohio Urban Jobs and Enterprise Zone Program, by the assignment by Lukens Steel Company to Allegheny Ludlum Corporation its interest, rights and duties under the original Enterprise Zone Agreement, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS
16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT

SHARON HOWELL
COUNCIL CLERK

THERE ARE NO PUBLIC HEARINGS THIS EVENING

Added

JB P ORD. NO. 156 - LEASE BETWEEN CITY & CMC FOR HOTEL/PARKING DECK/SANTA

JB P ORD. NO. 157 - LEASE BETWEEN CHARLES STREET DEVELOPMENT & CITY FOR PARKING DECK

g.i (MAYOR)

DATE: July 20, 1998

CLERK: CHORINE HAIL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 143 - 1998

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, with Wheelabrator Water Technologies, Inc., for cleaning of two anaerobic digesters at the Wastewater Treatment Plant in the City of Massillon, 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 contract, with Wheelabrator Water Technologies, Inc., for cleaning of two anaerobic digesters at the Wastewater Treatment Plant in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract, with Wheelabrator Water Technologies, Inc., for cleaning of two anaerobic digesters for the Wastewater Treatment Plant in the City of Massillon.

Section 3:

The cost of this contract will not exceed the amount of Two Hundred Thirty-One Thousand Seven Hundred Five Dollars (\$231,705.00).

Section 4:

That 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 additional reason that it is necessary to immediately clean the two anaerobic digesters at the Wastewater Treatment Plant so as to comply with all EPA regulations. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 144 - 1998

BY: STREETS, HIGHWAY, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve a Change Order No. 1, on the 1998 Street Resurfacing Program, without competitive bidding, with Superior Paving & Materials Company, 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 for the Director of Public Service and Safety of the City of Massillon, Ohio, to approve a Change Order No. 1, on the 1998 Street Resurfacing Program, without competitive bidding, with Superior Paving & Materials Company.

Section 2:

The Director of Public Service and Safety be and is hereby authorized to approve a Change Order No. 1, on the 1998 Street Resurfacing Program, without competitive bidding, with Superior Paving & Materials Company. The cost of said Change Order No. 1 shall not exceed Seventy-Four Thousand Dollars (\$74,000.00).

Section 3:

That upon the completion of said services the Director of Public Service and Safety is hereby authorized to issue vouchers to the Auditor of the City of Massillon, Ohio, directing prompt payment for such services and the City Auditor is hereby authorized and directed to honor and pay said vouchers as follows:

\$62,030.80

\$62,000.00 from Capital Improvement Fund - "1998 Street Resurfacing Program"

1401.435.2510

\$12,000.00 from Muni Motor Vehicle License Fund - "SR 21 Grinding"

1206.435.2517

Section 4:

That this ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the further reason that said services are necessary for the 1998 Street Resurfacing Program that is currently under way. 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 _____ 1998

APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 145 - 1998

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of Charles Avenue S. W., and declaring an emergency.

WHEREAS, there has been filed with this Council by the City of Massillon, the owner of the lot and land abutting upon the street hereinafter described, a petition requesting that a portion thereafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation should be made.

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

Section 1:

There has been a request to vacate 10 feet off the north side of Charles Avenue S.W., from the southwest right-of-way line of Erie Street South to the southeast right-of-way line of 1st Street S.W., a distance of approximately 206.96 feet. This vacation plat is filed in the City Engineer's Office. Approval of the vacation was recommended by the City Planning Commission on July 8, 1998. Said vacation is hereby approved, adopted and confirmed.

Section 2:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the additional reason that the vacation of the street is necessary in that it will not be detrimental to the general interest 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 _____ 1998.

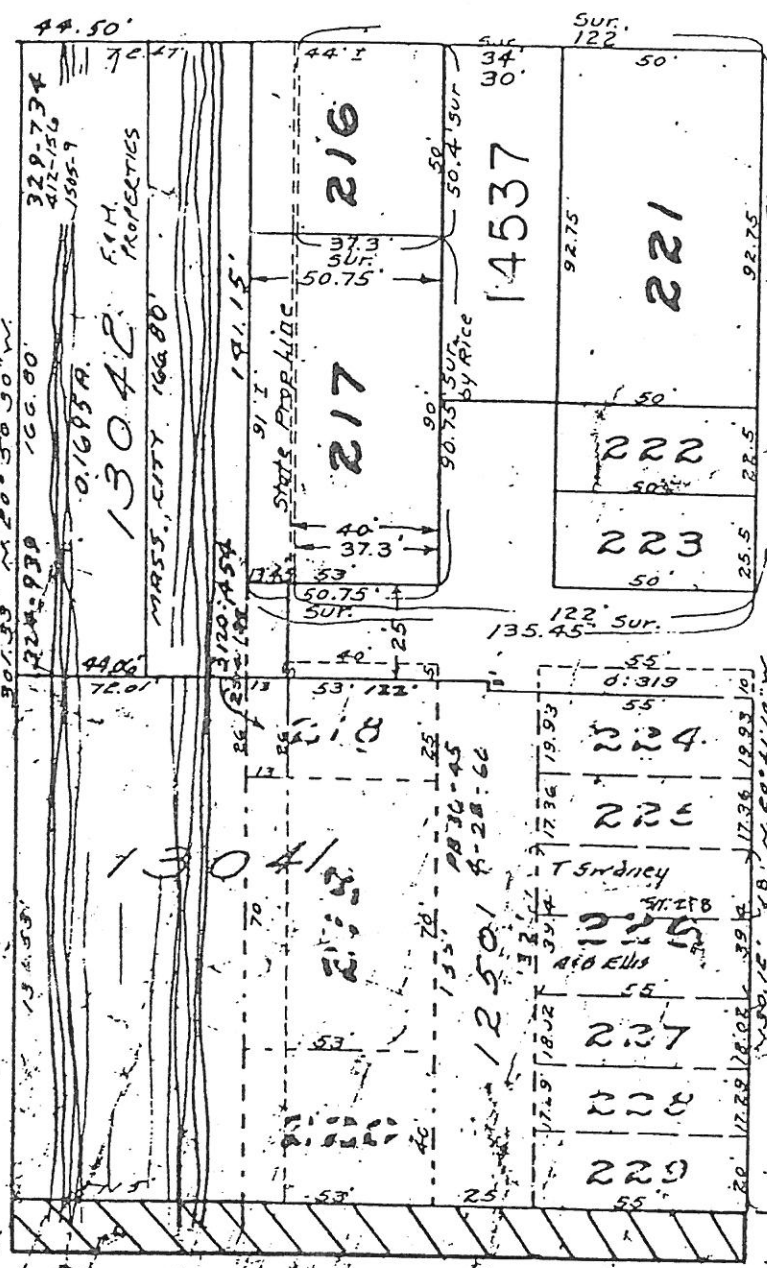
APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

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 1 ST
 S.W.
 66

Also
 Part
 O.L.
 SIZE
 KNOL

EAS



CHARLES

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S

23	230	231	232	238
233	235	234	236	237
247	248	249	250	251
252	253	254	255	256
257	258	259	260	261
262	263	264	265	266
267	268	269	270	271
272	273	274	275	276
277	278	279	280	281
282	283	284	285	286
287	288	289	290	291
292	293	294	295	296
297	298	299	300	

AVE.

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 146 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting an application for annexation for territory to the City of Massillon, Ohio, and declaring an emergency.

WHEREAS, a petition for the annexation for certain territory in Tuscarawas Township, was duly filed by Aane Aaby, Agent for the petitioners, and

WHEREAS, the said petition was duly considered by the Board of County Commissioners of Stark County on December 8, 1997, and

WHEREAS, the Board of County Commissioners by Resolution dated January 15, 1998 rejected the annexation of said territory to the City of Massillon as hereinafter described, and

WHEREAS, the appeal was filed in the Common Pleas Court of Stark County, Ohio, on behalf of the appellants on January 28, 1998, and

WHEREAS, the Court ruled in favor of the appellants and reversed the decision of the Board of County Commissioners of Stark County on June 15, 1998, thus granting the annexation, and

WHEREAS, at least two-thirds of the members elected to Council of the City of Massillon, Ohio, have found, considered and determined that in order to annex said territory to the City of Massillon, this constitutes an emergency, requiring immediate action.

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

Section 1:

The application of Aane Aaby, Agent for the petitioners is hereby accepted for the annexation of the following described territory in the County of Stark and adjacent to the City of Massillon, to wit:

Known and being part of the Southwest Quarter Section 14 of Tuscarawas Township, Stark County, State of Ohio and being further described as follows:

Beginning at the Northeast corner of said Southwest quarter Section 14, said point also being on the centerline of Deerford Avenue, and the true place of beginning; Thence N 88°23'00"W along the northerly line of a parcel of land presently or previously owned by Vincent G. Hammer and Jean Hammer, as recorded in Volume 3703, Page 961, a distance of 1702.14' to a point;

Thence continuing along said Hammer parcel the following courses:

S 01°44'30"W a distance of 2230.07' to a point;
S 88°24'12"E a distance of 1700.48' to a point, said point also being on the centerline of Deerford Avenue;

Thence N 01°47'03"E, continuing along the centerline of said Deerford Avenue a distance of 2229.48' to a point, said point being the true place of beginning, containing 87.220 acres in the Southwest Quarter Section 14, Tuscarawas Township. Total acreage in annexation is 87.220 acres, more or less.

Section 2:

The City Council Clerk be and is hereby directed to file certified copies of said annexation containing the petition, map accompanying the petition, a transcript of the proceedings of the County Commissioners, and this ordinance, with the Stark County Recorder and the Secretary of State.

Section 3:

The Clerk of this Council be and is hereby directed to file with the Clerk of the Board of Commissioners of Stark County, as well as the County Board of Elections, notice in writing of the boundary changes of the City of Massillon hereby affected together with a map of the annexed territory.

Section 4:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactment is necessary for the more efficient operation of the City of Massillon, Ohio, and for the additional reason that it is in the best interest of the property owners in the annexed area that their property become a part of the City of Massillon. 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 _____ 1998

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

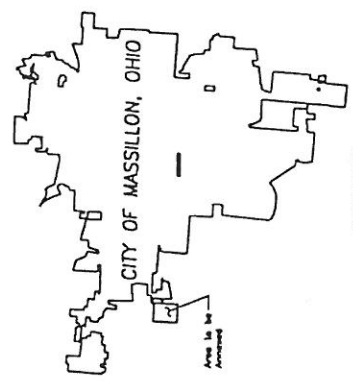
City of Massillon, Ohio

Hommer Area Annexation
Pt. S.W. Div. Sec 14
Lockwood Township
Stark County, Ohio

Sept. 24, 1897
F. W. W. W. W.
M.B. 74

3365
M.B. 74
M.B. 74

THE CITY OF MASSILLON, OHIO



LOCATION MAP
Not To Scale

MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF MASSILLON, OHIO.

Total Acreage in Annexation 83.220 Acres
Value of State Highways 0.000
Value of County Roads 0.000
Value of Township Roads 0.000
S.E. Div. Section 22 Township 22 North Range 12 East 83.220 Acres

SURVEYOR'S CERTIFICATION
I hereby certify that this is a true description of that land to be annexed as compared with deeds of record and recent plat.

MASSILLON CITY COUNCIL
Approved by the City Council of Massillon, Ohio Ordinance No. _____ Passed this _____ day of _____ 19__

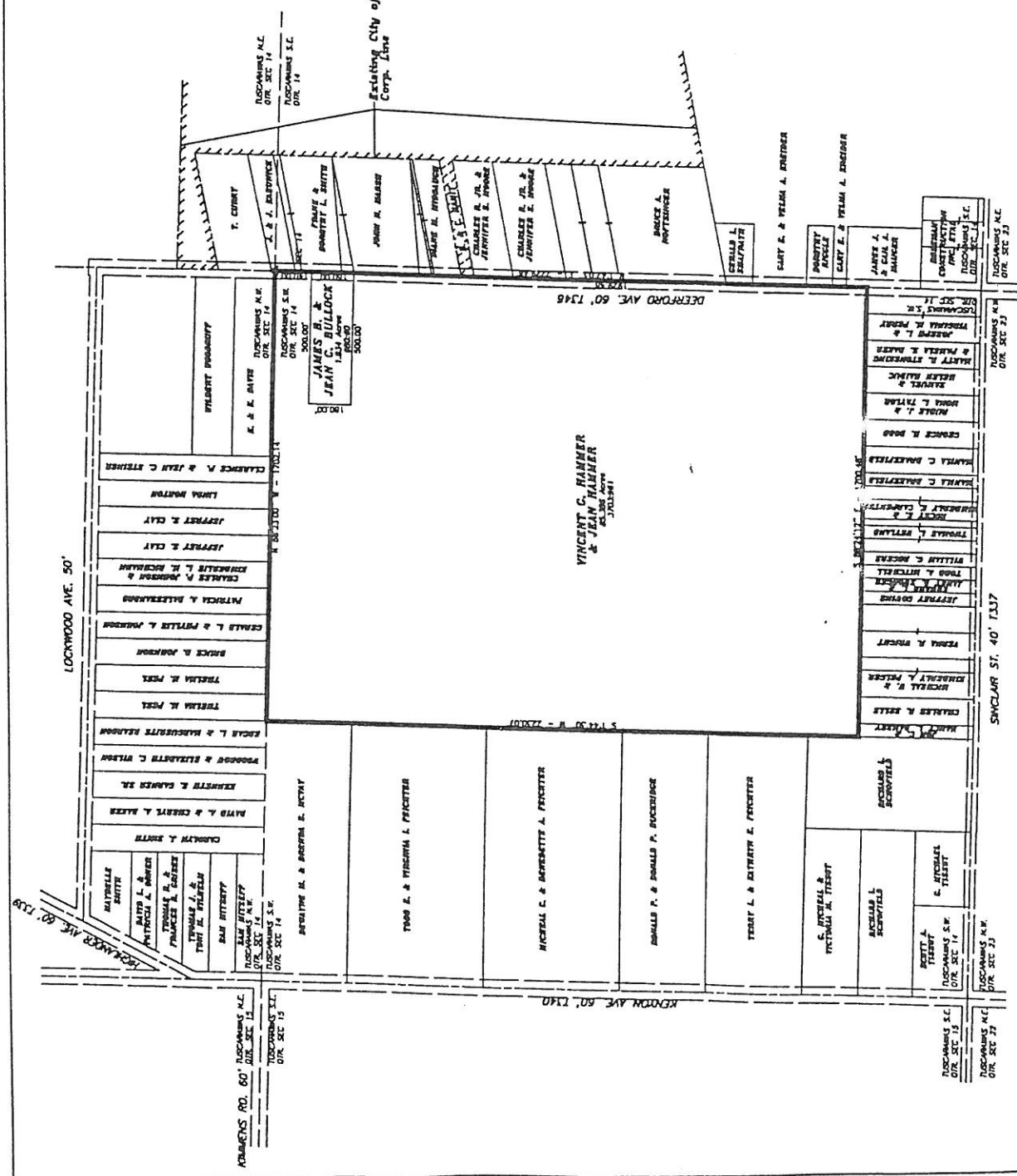
CITY ENGINEER
City let numbers assigned this _____ day of _____ 19__

COUNTY AUDITOR
Entered this _____ day of _____ 19__

COUNTY RECORDER
Received for record this _____ day of _____ 19__
Recorded in Vol. _____ Page _____ of _____ 19__

STARK COUNTY COMMISSIONERS
Approved for annexation by the Stark County Commissioners. Adopted this _____ day of _____ 19__

THE COURT COMMISSIONERS



MASS OF BEARING
The bearings are based on the North line of Southeast Quarter Section 14, Township 22 North, Range 12 East, Stark County, Ohio. The line was 1403 feet 300 feet from the corner of the section and the line of the section.

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 147 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon and Jackson Township, and declaring an emergency.

WHEREAS, Massillon Township was erected to conform with the corporation limits of the City of Massillon, Stark County, Ohio by the Board of County Commissioners on August 19, 1963, and

WHEREAS, the corporation limits of the City of Massillon, Ohio, have been enlarged since the erection of said Massillon Township, through the annexation of one (1) tract of land comprising a part of Jackson Township, and

WHEREAS, these annexed lands are still shown as a part of Jackson Township, and the County Commissioners must amend the boundaries.

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 the corporation limits of the City of Massillon includes one (1) tract of land which is part of Jackson Township, Stark County, Ohio, and that it will be in the public interest of the City to have the boundaries of said Jackson Township changed by excluding this one (1) tract of land from said Jackson Township and adding this one (1) tract of land to Massillon Township within the corporation limits of the City.

Section 2:

The Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07 Ohio Revised Code, to change the Township boundaries of Jackson Township and Massillon Township, all in Stark County, Ohio, by excluding from said Jackson Township by adding to said Massillon Township the respective areas thereof which are presently located within the corporation limits of the City of Massillon, Ohio, which areas are described as follows:

Known as and being part of the Southeast Quarter of Section 32, Township 11, (Jackson Township) R-9, Stark County, Ohio and being more particularly bounded and described as follows:

Beginning for the same at a point marked by a monument found at the southeast corner of the Southeast Quarter of said Section 32;

Thence N04°25'00"E along a portion of the east line of said Southeast Quarter Section 32, and along a portion of the centerline of Wales Avenue (S.R. 241) (Variable R/W) a distance of 536.62 feet to a point marked by a Mag nail set at the Northeast corner of a tract of land now or formerly owned by Aullman Health Foundation, as recorded in Recorder's Image No. 97037042 in the Stark County Records of Deeds; Thence N85°55'24"W along a portion of the north line of said Aullman Health Foundation tract of land, a distance of 40.00 feet to a point marked by a ½ inch iron bar set at the southwest corner of a 0.0457 acre tract of land now or formerly owned by the Board of Stark County Commissioners, as recorded in Official Record Volume 821, Page 491 in the Stark County Records of Deeds and being the true place of beginning for the tract of land herein to be annexed;

Thence continuing N85°55'24"W along a portion of the north line of said Aullman Health Foundation, tract of land a distance of 261.46 feet to a point marked by an iron bar set;

Thence S04°31'53"W along a line being parallel with the east line of Devan Heights Allotment, as recorded in Plat Book 33, Page 56 in the Stark County Records of Plats a distance of 210.95 feet to a point marked by an iron bar set on the present City of Massillon

Thence N85°54'30"W along a portion of the present City of Massillon Corporation line and also being a portion of the north line of Outlot 749 in said City a distance of 250.00 feet to a point marked by an iron bar with Cooper & Associates Cap found on the east line of Lot 36 in said Devan Heights Allotment;

Thence N04°31'53"E along a portion of the east line of said Lot 36, and the east line of Lot 35 in said Devan Heights Allotment, a distance of 413.50 feet to a point marked by an iron bar found on the south line of a tract of land now or formerly owned by H. Krantz, as recorded in Deed Volume 4212, Page 936 in said deed records;

Thence S85°33'15"E along a portion of the south line of said H. Krantz tract of land and its easterly extension, and the south line of a tract of land now or formerly owned by T. & C. Meldrum, as recorded in Official Record Volume 5, Page 527 in said deed records a distance of 131.56 feet to a point marked by a 5/8 inch iron bar with ECM Cap found;

Thence N04°25'00"E along a portion of the east line of said T. & C. Meldrum tract of land a distance of 1.50 feet to a point marked by a 5/8 inch iron bar with ECM Cap found;

Thence S85°33'15"E along the north line of a 0.0124 acre tract of land now or formerly owned by Aultman Health Foundation, as recorded in Records Image No. 98003310 in the Stark County Records of Deeds, a distance of 379.49 feet to a point marked by a 1/2 inch iron bar set;

Thence S04°25'00"W along a portion of the west Right-of-Way Line of Wales Avenue (S.R. 241) (the same being the west line of previously stated 0.0457 acre Board of Stark County Commissioners tract of land and its northerly extension) a distance of 200.82 feet to a point marked by a 1/2 inch iron bar set at the southwest corner of said 0.0457 acre tract of land and being the true place of beginning and containing 3.582 acres of land more or less.

Section 3:

That attached hereto and made a part of this ordinance is one (1) map covering the tract of land described in Section 2 of this ordinance.

Section 4:

That the Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07, Ohio Revised Code, to add the one (1) tract of land described in Section 2 of this ordinance to Massillon Township, Stark County, Ohio.

Section 5:

That upon passage of this ordinance the Clerk of Council is directed to forward a certified copy thereof and the attached map, together with an authenticated copy of the proceedings relating thereto, to the Board of County Commissioners of Stark County, Ohio.

Section 6:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of this community and for the further reason that the timely resolution of its subject matter is essential for making the boundary lines of Massillon Township conform with the corporation lines of the City of Massillon, Ohio. 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 _____ 1998

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 148 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from Jackson Township to Massillon Zoning, and declaring an emergency.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Jackson Township to Massillon Zoning classifications. Said rezoning was approved by the City Planning Commission at its July 8th meeting, and that notice and public hearing has been given according to law.

Section 2:

That the City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as O-2 Office:

Being known as Out Lots 777 and 778, a 3.582 acre parcel, located on the west side of Wales Road N.E., north of Burd Avenue N.E.

Section 3:

That this ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and that this property would best be served to be designated O-2 Office. 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 _____ 1998.

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

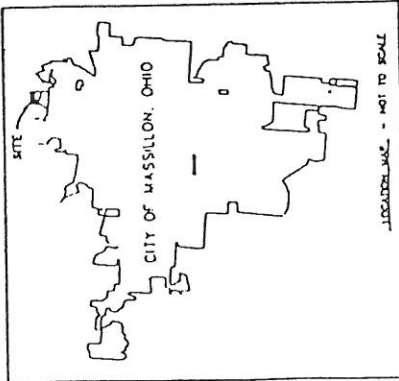
SCALE: 1"=50'

TOTAL ACREAGE IN AMMUNITION 3,582 AC

MILES OF STATE HIGHWAYS 0 MILES
MILES OF COUNTY ROADS 0 MILES
MILES OF TOWNSHIP ROADS 0 MILES

S.E. QTR SECTION 32, JACKSON TWP. 3,582

SL OTR SECTION 32 JACKSON TWP. 3582 AC



33
ALTRIMAN HEALTH FOUNDATION
RL No. 97041352
16-03264

OTMENT 38
ALTMAN HEALTH
FOUNDATION
R.I. No. 97045262

ESTHER J. WOFFORD
O.A. 865, PG. 525
16-03266

[illegible]

PEATINENT DOCUMENTS

R.I. MO. 97043382
R.I. MO. 95048870
R.I. MO. 98050892
R.I. MO. 98003310

OUT LOT 363

OUT LOT LIME?

OUT LOT 749

JAMES C. & ELIZABETH A. RUES
OR 585, PG. 261
16-03268

65

TOTAL
AREA TO BE ANNEXED -
3.582 ACRES

OUTLOT 777
(2.372 ACRES)

OUTLOT 110
L 210ACRE

AULTMAN HEALTH FOUNDATION

AULTMAN HEALTH FOUNDATION

16-21416

N 85° 54' 30" W 301.86'

+

242

PAGE 524

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 149 - 1998

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Wales Square Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the Wales Square Annexation to be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, The Ohio Revised Code Section 709.031 (B) requires;

Upon receiving this notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code Section 709.031 (B), and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners have scheduled a public hearing, to be held at the Jackson Township Hall on Tuesday, August 25, 1998 at 7:00 P.M.

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

Section 1:

The City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Municipal Fire Department, services of the Municipal Service Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department and services of the City of Massillon Administration.

Section 2:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing on August 26, 1998. 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 _____ 1998

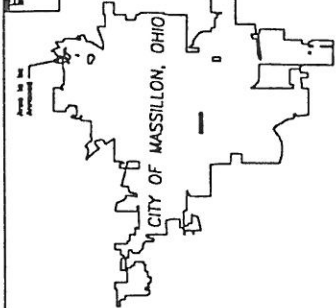
APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR



LOCATION MAP

MAP OF TERRITORY TO BE ASSIGNED TO THE CITY OF WASHINGTON, OHIO.

Final Average in Arithmetic _____ (Last Date) _____

Office of State Hygiene and Health 1944

_____ 1.50 _____

Number of Yearlings Shipped _____ 1973 _____ 1974 _____

U.S. Civ. Section 13 Jackson Pop. 1,000,000 Acres

MANAGEMENT COMMUNICATION

THE UNIVERSITY OF CHICAGO PRESS

THE IRONING EXPERIMENT

TOHONG AND NOTICES

201 _____ p. Aug. _____ 1941

[illegible]

City and numbers assigned into _____ day of _____ !

1

15

COUNTY AUDITOR

Entered this _____ Day of _____ 19____

COUNTY RECORDER

Received for record this _____ day of _____, 1964

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STARKE COUNTY COMMISSIONERS

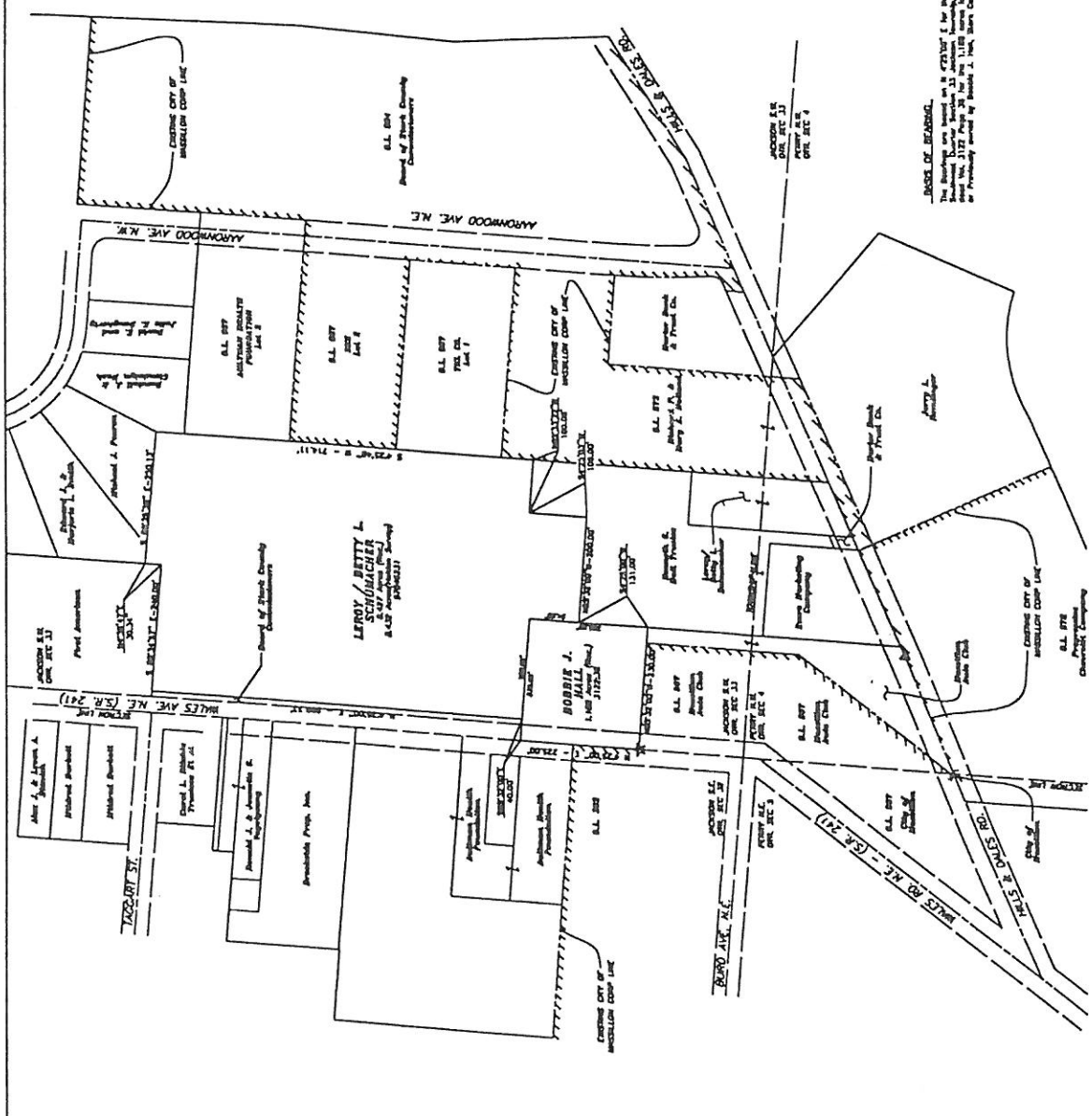
_____ p. ____ in psychology

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Figure 1

11

BASES OF BEARING.
The Bearings are based on N 47° 30' E for the most long of
the unobstructed Quarter Section 33 Jackson Township, as described in
the original plat of the same, and on the N 11° 00' E for the most long of
the unobstructed Sec. 31, Twp. 28 N. for the most long of the same.
Previously agreed by Charles J. Hart, State County, Ohio.



DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 150 - 1998

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Key Bank/Hills and Dales Road Area Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the Key Bank/Hills and Dales Road Area Annexation to be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, The Ohio Revised Code Section 709.031 (B) requires;

Upon receiving this notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code Section 709.031 (B), and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners have scheduled a public hearing, to be held at the Massillon City Council Chambers, Wednesday, August 26, 1998 at 7:00 P.M.

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

Section 1:

The City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Municipal Fire Department, services of the Municipal Service Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department and services of the City of Massillon Administration.

Section 2:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing on August 26, 1998. 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 _____ 1998

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 151 - 1998

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Hills and Dales Road Area Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the Hills and Dales Road Area Annexation to be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, The Ohio Revised Code Section 709.031 (B) requires;

Upon receiving this notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code Section 709.031 (B), and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners have scheduled a public hearing, to be held at the Massillon City Council Chamber on Wednesday, August 26, 1998 at 7:30 P.M.

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

Section 1:

The City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Municipal Fire Department, services of the Municipal Service Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department and services of the City of Massillon Administration.

Section 2:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing on August 26, 1998. 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 _____ 1998

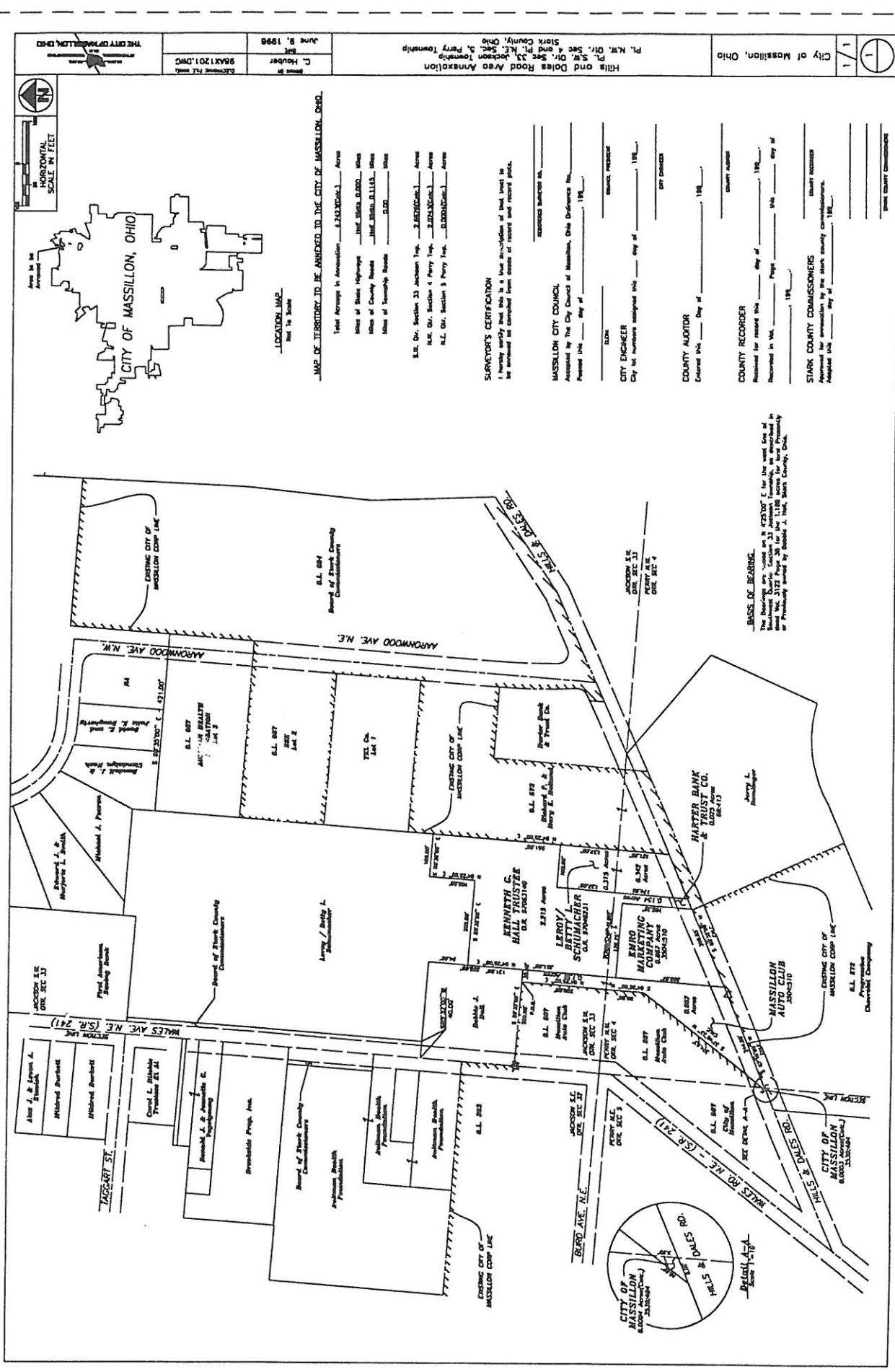
APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

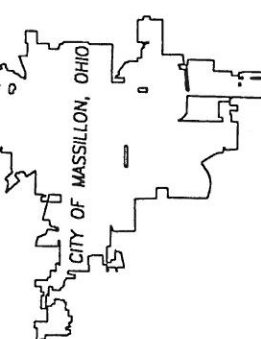
DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR



Area in sq
feet
1000000
SCALE IN FEET



LOCATION MAP
Not To Scale

MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF MASSILLON, OHIO.

Total Acres in Annexation 4,743.00 Acres
Miles of State Highways 1.00 Miles
Miles of County Roads 1.00 Miles
Miles of Township Roads 0.00 Miles
S.E. 1/4, Section 33 Jackson Twp., 3.8770 Acres
S.E. 1/4, Section 4 Perry Twp., 3.0240 Acres
S.E. 1/4, Section 5 Perry Twp., 0.0000 Acres

SURVEYOR'S CERTIFICATION

I hereby certify and this is a true and correct copy of the plat as the same is on file in the office of the County Auditor of Stark County, Ohio.

MASSILLON CITY COUNCIL

Accepted by the City Council of Massillon, Ohio Ordinance No. _____
Passed this _____ day of _____, 19__.

CITY ENGINEER

Copied this _____ day of _____, 19__.

COUNTY AUDITOR

Copied this _____ day of _____, 19__.

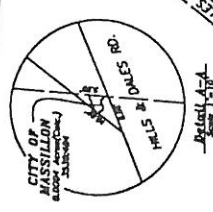
COUNTY RECORDER

Recorded for record this _____ day of _____, 19__.

STARK COUNTY COMMISSIONERS

Approved for annexation by the Stark County Commissioners.
Applied this _____ day of _____, 19__.

BASES OF BEARING
The bearings are correct as shown on the plat and the same are correct as shown on the plat and the same are correct as shown on the plat.



DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 152 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with Eric Alan Grohe, for Phase III of the painting of murals in the City of Massillon, Ohio, and declaring an emergency.

NOW, THEREFORE, BE 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 contract agreement with Eric Alan Grohe, for Phase III of the painting of murals in the City of Massillon, Ohio.

Section 2:

That the Director of Public Service and Safety be and is hereby authorized to enter into a contract agreement with Eric Alan Grohe, for Phase III of the painting of murals in the City of Massillon, Ohio.

Section 3:

That the cost of said contract shall not exceed Twelve Thousand Dollars (\$12,000.00) for Phase III.

Section 4:

That this Ordinance is declared to be an emergency measure immediately necessary for the additional reason that this project will continue the beautification of Downtown Massillon. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

AGREEMENT BY AND BETWEEN THE CITY OF

Massillon, Ohio AND Eric Alan Grohe

THIS AGREEMENT, entered into this ____ day of _____, 19 98, by and between the City of
Massillon, Ohio, acting by and through the _____ and Eric Alan Grohe
residing at 4111 77th Pl. N.W., Marysville, WA 98271.

WHEREAS, the Artist was selected by the City to design and execute a work of art (the "Work"), pursuant to ORD. 153-1994, in a public space located on the South-facing wall at 32 Erie St. South hereto (the "Site"); and WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work;

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows;

ARTICLE 1. SCOPE OF SERVICES

1.1 *General.*

- a. The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the design and execution of the Work at the Site.
- b. The Artist shall determine the artistic expression, scope, design color, size, material, texture, [and location on the Site] of the Work, subject to review and acceptance by the City as set forth in this agreement.
- c. The Artist shall oversee and coordinate the Site preparation.

1.2 *Proposal.*

- a. As promptly as possible after the execution of this Agreement, the Artist shall carry out such reasonable site inspections, interviews and research as may be necessary, in order to prepare a design proposal for the Work (the "Proposal"). The City shall make available to the Artist the necessary background materials and information on matters affecting the Site and installation of the Work including, where applicable, a written program of requirements and specifications for the Work and the plans for the underlying capital project (the "Project"). It is the intent of the parties that the City and the Artist shall establish a close and cooperative consultation throughout the duration of this Agreement.
- b. In the event of termination of this Agreement, the Artist shall retain the Proposals and all compensation theretofore paid and neither party shall be under any further obligation to the other in respect of the subject matter thereof.

1.3 *Structural Design Review*

- a. The City may require the Artist to make such revisions to the Proposal as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the project.
- b. The City may also request revisions for other practical (non-aesthetic) reasons.
- c. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of or time required for, performance of any services under this Agreement as a result of revisions made under this Section 1.3. Any claim of the Artist for adjustment under this paragraph must be asserted in writing within (30) days after the date of the revision by the Artist.
- d. Within 10 days after its receipt of the Artist's submission pursuant to this Section 1.3, the City shall notify the Artist of its approval (or disapproval) of such submission and of all revisions made in the Proposal as a result thereof. Revisions made pursuant to this Section 1.3 become a part of the Proposal.

1.4 *Execution of the Work.*

a. After written approval of the submissions and revision made pursuant to Section 1.3, the Artist shall furnish to the City a tentative schedule for completion of execution of the Work. After written approval of the schedule by the City, the Artist shall execute the Work in accordance with such schedule. Such schedule may be amended by written agreement between the City and the Artist.

b. The City shall have the right to review the Work at reasonable times during the fabrication thereof.

c. The Artist shall complete the execution of the Work in substantial conformity with the Proposal.

d. The Artist shall present to the City in writing for further review and approval any significant changes in the scope, design, color, size, material or texture of the Work not permitted by or not in substantial conformity with the Proposal. A significant change is any change in the scope, design color, size, material, texture or location on the Site of the Work which affects installation, scheduling, site preparation of maintenance for the Work or the concept of the Work as represented in the Proposal.

1.5 *Post-Installation.*

a. Within 30 days after the installation of the Work, the Artist shall furnish the City with the following photographs of the Work as installed:

(i) three 35 mm. color slides of the completed Work, one taken from each of three different viewpoints;

b. Upon completion of the Work, the Artist shall provide to the City written instructions for appropriate maintenance and preservation of the Work.

1.6 *Final Acceptance.*

a. The Artist shall advise the City in writing when all services have been completed in substantial conformity with the Proposal.

b. The City shall notify the Artist of its final acceptance of the Work.

c. Final acceptance shall be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance or (2) the 30th day after the Artist has sent the written notice to the City required under Section 1.6(a) unless the City, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.7 *Risk of Loss.* The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance.

1.8 *Indemnity.* Upon final acceptance of the Work, the City shall, to the extent permitted by law, indemnify and hold harmless the Artist against any and all claims or liabilities then existing or arising thereafter in connection with the Work, the Site, the Project or this Agreement, except claims by the City against the Artist and claims which may occur as a result of the Artist's breach of the warranties provided in Article 4.

1.9 *Title.* Title to the Work shall pass to the City upon final acceptance.

1.10 *Ownership of Documents, Models.* Upon final acceptance, all studies, drawings, designs, maquettes and models prepared and submitted under this Agreement shall be returned to the Artist and shall belong to the Artist. The City may select and the Artist shall convey to the City [one] of the original drawings submitted pursuant to Section 1.2 as part of the Proposal, the City representing that such drawing(s) will be used by it solely for exhibition and held by it in permanent safekeeping.

ARTICLE 2. COMPENSATION PER PHASE 1

2.1 *Fixed Fee.* The City shall pay the Artist a fixed fee of \$ 12,000.00, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement.

2.2 *Sales Taxes.* Any sales, use or excise taxes, or similar charges relating to services and materials shall be paid by the City.

2.3 *Artist's Expenses.* The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, preparation of the Site and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 3. TIME OF PERFORMANCE

3.1 *Duration.* The services to be required of the Artist as set forth in Article 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant Section 1.4, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

3.2 *Construction Delays.* If, when the Artist completes fabrication or procurement of the Work in accordance with the approved schedule and notifies the City that the Work is ready for execution, the Artist is delayed from executing the Work within the time specified in the schedule as a result of the construction of the Site not being sufficiently complete reasonably to permit execution of the Work therein, the City shall promptly reimburse the Artist for reasonable transportation and costs incurred for the period between the time provided in the schedule for commencement of execution and the date upon which the Site is sufficiently complete reasonably to permit execution of the Work.

3.3 *Time Extensions.* The City shall always grant a reasonable extension of time to the Artist in the event that there is a delay on the part of the City in performing its obligations under this Agreement or in completing the underlying capital project, or if conditions beyond the Artist's control or Acts of God render timely performance of the Artist's services impossible or unexpectedly burdensome. Failure to fulfill contractual obligations due to conditions beyond either party's reasonable control will not be considered a breach of contract; provided that such obligations shall be suspended only for the duration of such conditions.

ARTICLE 4. WARRANTIES.

4.1 *Warranties of Title.* The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright; (c) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatever.

4.2 *Warranties of Quality and Condition.* The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to Section 1.2, that: (a) the execution and fabrication of the Work will be performed in a workmanlike manner; (b) the Work, as executed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder; and (d) the Artist will not warrant the substrate (Site) on which the Work is done.

The warranties described in this Section 4.2 shall survive for a period of one year after the final acceptance of the Work. The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards (including, for example, cure by means of repair or repainting of the Work).

ARTICLE 5. INSURANCE.

5.1 *Performance Bonds.* The Artist shall not be required by the City to post any performance bonds or similar undertakings, and any requirement of any other authority for performance bonds shall be the responsibility of the City.

ARTICLE 6. REPRODUCTION RIGHTS.

6.1 *General.* The Artist shall retain ownership of all rights under the Copyright Act of 1976 and all other rights in the Work except as expressly provided in this Agreement. The Artist hereby transfers to the City the following rights: (a) ownership and possession of the original Work itself; and (b) an irrevocable, non-exclusive right to make two-dimensional reproductions of the Work for noncommercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided, however, that reproductions are of good quality and are used in a tasteful and professional manner. This license does not include the right to modify the Work or make derivative works based on the Work except to resize reproductions of the Work as necessary for licensed uses. The City is not granted any rights to make commercial reproductions of the Work (such as postcards, books, clothing or merchandise items) without the prior written permission of the Artist. No rights are transferred in the Artist's preliminary drawings, sketches, photographs and other work products prepared by or for Artist under this Agreement, all of which must be promptly returned to the Artist. The transfer of rights in the Work to the City are conditioned upon full and timely payment to the Artist of all amounts owing to him under this Agreement.

6.2 *Notice.* All reproductions by the City shall contain a credit to the Artist and a copyright notice in the following form: "© 1998 Eric Grohe, Marysville, WA. All rights reserved." The Artist shall have the option to require the destruction or withdrawal from distribution of any reproductions omitting a credit or the Artist's copyright notice. Repeated omissions of a credit or the Artist's copyright notice from the City's reproductions of the work will be grounds for termination of the City's license to reproduce the Work.

6.3 *Credit to the City.* The Artist shall use his best efforts to give a credit reading substantially, "an original work commissioned by the City of Massillon," in any public showing under the Artist's control of reproductions of the Work.

ARTICLE 7. ARTIST'S RIGHTS.

7.1 *Maintenance.* The City recognizes that maintenance of the Work on a regular basis is essential to the integrity of the Work. The City shall reasonably assure that the Work is properly maintained and protected, taking into account the instructions of the Artist provided in accordance with Section 1.6(c), and shall reasonably protect and maintain the Work against the ravages of time, vandalism and the elements.

7.2 *Repairs and Restoration.*

a. The City shall have the right to determine, after consultation with a professional conservator, when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all repairs and restorations, provided, however, that the Artist shall not unreasonably withhold approval for any repair or restoration of the Work. If the Artist unreasonably fails to approve any repair or restoration, the City shall have the right to make such repair or restoration. To the extent practical, the Artist, during the Artist's lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations and shall be paid a reasonable fee for any such services, provided that the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restorations, upon the Artist's fee for such services.

b. All repairs and restorations shall be made in accordance with recognized principles of conservation.

7.3 *Alteration of the Work or of the Site.*

a. The City agrees that it will not intentionally damage, alter, modify or change the Work without the prior written approval of the Artist.

b. The City shall notify the Artist of any proposed alteration of the Site that would affect the intended character and appearance of the Work and shall consult with the Artist in the planning and execution of any such alteration and shall make a reasonable effort to maintain the integrity of the Work.

7.4 *Permanent Record.* The City shall maintain on permanent file a record of this Agreement and of the location and disposition of the Work.

7.5 *Artist's Address.* The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Article 7 that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

ARTICLE 13. COMPLIANCE.

The Artist shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

ARTICLE 14. ENTIRE AGREEMENT.

This writing embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

ARTICLE 15. MODIFICATION.

No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the City.

ARTICLE 16. WAIVER.

No waiver of performance by either party shall be constructed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 17. GOVERNING LAW.

This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of Ohio.

ARTICLE 18. HEIRS AND ASSIGNS.

This Agreement shall be binding upon and shall insure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

ARTICLE 19. ARBITRATION.

All disputes or controversies that may arise between the parties with respect to the performance, obligations or rights of the parties under this Agreement, including disputes as to the physical acceptability of the work or any alleged breach thereof, shall be settled by arbitration to be held in Massillon, Ohio, in accordance with the then current Rules of Commercial Arbitration of the American Arbitration Association; however, consideration of artistic merit being a matter for the exclusive determination of the Artist, no dispute or controversy may arise with respect thereto. There shall be one arbitrator selected by the parties within 7 days of the arbitration demand or if not, then pursuant to the AAA Rules, who shall be an attorney with at least 10 years commercial law experience and experience with copyright law. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery as may be necessary to ensure a fair hearing, which shall be held within 120 days of the demand and concluded within 2 days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge including attorneys' fees and costs to the prevailing party. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final and unappealable, but judgment may be entered in any court with jurisdiction over the parties. An arbitration demand must be served and filed with the AAA within two (2) years of the facts first giving rise to the claim or be forever barred. Notwithstanding the foregoing, the parties may assert claims against each other in court as a part of litigation commenced by an unrelated third party.

ARTICLE 20. NOTICES.

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

a. if to the City, to: Francis H. Cicchinelli, Jr. Mayor
City of Massillon
Massillon Munciple Government Center
One James Duncan Plaza
Massillon, OH 44646

b. if to the Artist: Eric Grohe
4111 77th Pl. N.W.
Marysville, WA 98271

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

City of Massillon

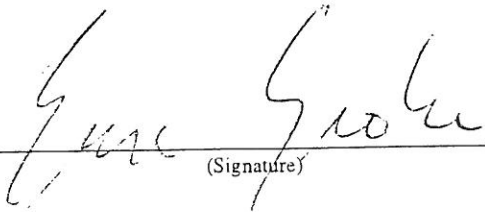
ARTIST:

By: _____

Eric Alan Grohe

(Name)

Witness



(Signature)

Approved as to form and legal sufficiency:

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 153 - 1996

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor of the City of Massillon, to enter into a loan agreement with Aurelia Bowers, under the City of Massillon's Economic Development Revolving Loan Fund, to finance the purchase of the property so as to continue a business within the City of Massillon, Ohio, and declaring an emergency.

WHEREAS, the City of Massillon, Ohio, has established an Economic Development Revolving Loan Fund to assist in the expansion and development of local businesses and industries; and

WHEREAS, Aurelia Bowers has made application to the City of Massillon, Ohio, for financial assistance in the form of a \$17,000.00 loan, from the City's Economic Development Revolving Loan Fund, to assist in the purchasing of the property so as to continue a business within the City of Massillon, and

WHEREAS, the City of Massillon's Revolving Loan Fund Committee, on March July 9, 1998, reviewed and approved the loan application from Aurelia Bowers, and made a determination that the financial assistance to be provided by the City was both necessary and appropriate, taking into account the actual needs of the business in making the project financially feasible, as well as the extent of public benefit expected to be derived from the project.

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

Section 1:

The Mayor is hereby authorized to enter into a loan agreement with Aurelia Bowers, in the amount of Seventeen Thousand Dollars (\$17,000.00), from the City's Economic Development Revolving Loan Fund, for the purpose of purchasing the property so as to continue a business operating at 43 Lincoln Way East, in the City of Massillon, Ohio.

Section 2:

That upon delivery of the aforesaid agreement, the Mayor is hereby authorized to issue vouchers to the Auditor of the City of Massillon, Ohio, directing prompt payment for said agreement, and the City Auditor is authorized and directed to honor and pay said vouchers.

Section 3:

That 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 further reason that this program is needed to promote the economic development and expansion within the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members of 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 _____ 1998

APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 154 - 1998

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT of Ordinance No. 127 - 1997 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT, in the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT of Ordinance No. 127 - 1997 and is hereby repealed.

Section 2:

That a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - MUNICIPAL COURT of Ordinance No. 127 - 1997 be and is hereby enacted and shall read as follows:

(SEE ATTACHMENT "A" PAGE 1 AND INSERT IN THE SALARY ORDINANCE 127 - 1997)

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the additional reason that the provisions hereby enacted are immediately necessary to employ a part time Co-Operative Student for the summer due to the increase case load of the Massillon Municipal Court. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

OCCUPATION LIST OF CLASS TITLES

SCHEDULE CODE:

SU	SUPERVISORY	A	AFSCME	CL	CLASSIFIED
F	FIRE	UN	UNCLASSIFIED	P	POLICE
WW	WASTEWATER	MS	MISCELLANEOUS	SE	SEASONAL
EL	ELECTED				

CLASS GRADE	SCHEDULE	DEPARTMENT & TITLE DESCRIPTION	
		<u>CITY COUNCIL</u>	105
	EL	Council Members	
12S	UN	Administrative Assistant/Council Clerk	
9S	UN	Council Clerk	
	MS	Steno Clerk - Part Time	
		<u>MAYOR</u>	110
	EL	Mayor	
12S	UN	Administrative Assistant	
		<u>LAW DIRECTOR</u>	115
	EL	Law Director	
24S	UN	Police Prosecutor/Asst Law Director (2)	
12S	UN	Administrative Assistant	
9S	UN	Secretary	
		<u>PART TIME/TEMPORARY/SEASONAL</u>	
	MS	Chief Pol. Pros/Asst Law Director	
	MS	Assist. Pol. Prosecutors (2)	
	MS	Legal Clerk	
	MS	*Office Worker	
		<u>MUNICIPAL COURT</u>	125
	EL	Judges	
	EL	Magistrate	
15S	SU UN	Court Administrator	
12S	UN	Administrative Assistant I	
9S	UN	Administrative Assistant II	
6S	UN	Secretary	
	MS	Security Supervisor	
	MS	Security Officer	
	MS	*Mediator	
	MS	*Cooperative Business Education Student	
		<u>CLERK OF COURTS</u>	130
	EL	Clerk of Courts	
	EL	Deputy Clerks	

DATE: July 20, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 155 - 1998

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Fund, Community Development Block Grant Program Fund, Muni Motor Vehicle License Fund and the General Fund, of the City of Massillon, Ohio, for the year ending December 31, 1998, 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 Wastewater Treatment Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$231,705.00 to an account entitled "Digester Cleaning" 2101.610.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Community Development Block Grant Program Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 17,000.00 to an account entitled "Economic Development Loans" 1402.845.2817

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Muni Motor Vehicle License Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 12,000.00 to an account entitled "SR 21 Pavement Grinding" 1206.435.2517

Section 4:

There be and hereby is appropriated from the unappropriated balance of the General Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 4,000.00 to an account entitled "Mosquito Control Supplies" 1100.725.2390

Section 5:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the more efficient operation of the aforesaid departments of the City of Massillon, Ohio, 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR