

AGENDA

DATE: FEBRUARY 1, 1999
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILMAN JAMES ROHR
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. 12 - 1999 **BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

1 **AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with the YMCA of Massillon, to assist in the repairs to the electrical system and boiler room, and declaring an emergency.

ORDINANCE NO. 13 - 1999 **BY: SEWER AND WASTE DISPOSAL COMMITTEE**

Filed **AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve a **Change Order No. 7, for the West Massillon Trunk Sewer Project** with W. G. Lockhart, without competitive bidding, and declaring an emergency.

ORDINANCE NO. 14 - 1999 **BY: SEWER AND WASTE DISPOSAL COMMITTEE**

1 **AN ORDINANCE** authorizing and directing the Mayor and Director of Public Service and Safety to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 15 - 1999 **BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE**

1 **AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon to sell various items from The Legends of Massillon Golf Course, which are no longer needed for any municipal purpose in the City of Massillon, to the highest acceptable bid according to law, and declaring an emergency.

ORDINANCE NO. 16 - 1999 **BY: PARKS AND RECREATION COMMITTEE**

1 **AN ORDINANCE** authorizing the Director of Public Service and Safety to enter into a contract agreement without competitive bidding, with **MS Consultants, Inc.**, for the professional services for the design of the **Sippo Reservoir Dredging** and Dam Improvements Project, and declaring an emergency.

ORDINANCE NO. 17 - 1999 **BY: PARKS AND RECREATION COMMITTEE**

1 **AN ORDINANCE** authorizing the Director of Public Service and Safety to convey an **easement** in the **Massillon Community Park to Consumers Ohio Water Company** for the purpose of maintaining water lines, and declaring an emergency.

ORDINANCE NO. 18 - 1999

BY: PARKS AND RECREATION COMMITTEE

1st
AN ORDINANCE authorizing the Director of Public Service and Safety to convey an **easement** in the **Reservoir Park to Consumers Ohio Water Company** for the purpose of installing and maintaining water lines, and declaring an emergency.

ORDINANCE NO. 19 - 1999

BY: PARKS AND RECREATION COMMITTEE

Agreement
AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to **transfer ownership of an 8" diameter water main in Massillon Community Park** from the City of Massillon to **Consumers Ohio Water Company**, and declaring an emergency.

ORDINANCE NO. 20 - 1999

BY: PARKS AND RECREATION COMMITTEE

P
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the board of Control, with the lowest and best bidder for the construction of rest rooms at South Sippo, Stadium, the "Bottoms" and Franklin Parks, and declaring an emergency.

ORDINANCE NO. 21 - 1999

BY: FINANCE COMMITTEE

AN ORDINANCE approving an agreement for the apportionment of undivided tax funds titled "Alternative Method for Apportioning the Stark County Undivided Local Government Fund and the Stark County Local Undivided Local Government Revenue Assistance Fund Pursuant to Sections 5747.53 and 5747.63 of the Ohio Revised Code" and authorizing and directing the Mayor and Director of Public Service and Safety to enter into that agreement for the years 2000 through 2009 with Stark County, the City of Canton and other political subdivisions of Stark County.

ORDINANCE NO. 22 - 1999

BY: FINANCE COMMITTEE

P filed
AN ORDINANCE making certain appropriations from the unappropriated balance of the **OPWC C-511B Springhill/Springhaven Fund, OPWC C-506b Lake Ave. Widening Fund, Capital Improvement Fund, OPWC LWW Box Culvert Fund, Sewer O&M Fund, Parks & Recreation Capital Improvement Projects Fund, Towne Plaza UDAG Fund, Community Development Block Grant Program Fund, Bond Retirement Park and Rec Fund, Solid Waste Fund, General Fund**, for the year ending December 31, 1999, and declaring an emergency.

*SPRINGHILL / SPRINGHAVEN
LAKE AVE
LWW BOX CULVERT
W. MASS. TRUNK SEWER } SDP*

SIPPO RESERVOIR DREDGING DESIGN - JTB

ORDINANCE NO. 23 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

1st
AN ORDINANCE approving and authorizing the Mayor to enter into an agreement, without competitive bidding, with A.S.C. Industries, Inc., providing an economic development "inducement grant" to assist the company in relocating to and expanding its operations in Massillon, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

9. BILLS, ACCOUNTS AND CLAIMS

FEBRUARY 1, 1999

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR JANUARY - 1999
- B). AUDITOR SUBMITS MONTHLY REPORT FOR JANUARY - 1999
- C). LAW DIRECTOR SUBMITS YEARLY REPORT FOR -1998
- D). CANTON-STARK COUNTY CRIME LABORATORY ANNUAL REPORT

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

ORDINANCE NO. 263 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

*Key Bank
filed
?*
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from perry Township and Jackson Township to Massillon Zoning, and declaring an emergency.

14. THIRD READING ORDINANCES AND RESOLUTIONS

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 WILL BE A PUBLIC HEARING TONIGHT REGARDING
ORDINANCE NO. 263 - 1998
AT 7:00 P.M.**

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 12 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with the YMCA of Massillon, to assist in the repairs to the electrical system and boiler room, and declaring an emergency.

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

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract agreement with the YMCA of Massillon, to assist in the repairs to the electrical system and boiler room at a cost not to exceed Fifteen Thousand Dollars (\$15,000.00).

Section 2:

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 these services are needed to meet the goals and objectives of the City's Community Development Block Grant Program. 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 _____ 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 13 - 1999

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve a Change Order No. 7, for the West Massillon Trunk Sewer Project with W.G. Lockhart, without competitive bidding, 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. 7, for the West Massillon Trunk Sewer Project with W.G. Lockhart, without competitive bidding.

Section 2:

The Director of Public Service and Safety be and is hereby authorized to approve a Change Order No. 7, for the West Massillon Trunk Sewer Project with W. G. Lockhart, without competitive bidding. The cost of said Change Order No. 7 shall not exceed Ninety-Six Thousand Dollars (\$96,000.00).

Section 3:

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.

Section 4:

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 West Massillon Trunk Sewer Project 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 _____ 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 14 - 1999

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

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

Section 1:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

A copy of said contract agreement is attached hereto and made part of this Ordinance.

Section 3:

The cost of said agreement shall be Eighteen Thousand Dollars (\$18,000.00).

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 additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program. 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 _____ 1999

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

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

**RECYCLING PROGRAM GRANT AGREEMENT
STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE MANAGEMENT DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 199____ by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the Grantee has submitted an application in the form attached as Exhibit A (the Application) to the District for a grant (the Grant) to provide funding for the recycling program described therein (the Program); and

WHEREAS, the Board has determined , based upon its review of the Application, that the Grant should be awarded in the amount of \$ 18,000.00 to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs in connection with implementation of the District's Solid Waste Management Plan, should be expended to fund the Grant in the amount of \$ 18,000.00; and

WHEREAS, the Board has authorized its Chairman and Secretary to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements

- 1.01 The District hereby awards to the Grantee the Grant in an amount not exceeding \$ 18,000.00 for the purpose of providing financial assistance for the Program Activities specified (as Items I, II and III, the Approved Activities), that are in accordance with its form attached as Exhibit B (Fundable Expenses) in the Program Budget included in the Application. The District agrees to disburse Grant funds to the Grantee for Approved Activities in an amount not exceeding the amount set forth above. The Grantee hereby acknowledges and agrees that the amounts payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the fund into which fees levied by the District under Division (B) of Section 3734.57 of the Revised Code are required to be deposited, and that amount payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board or the Solid Waste Management Policy Committee of the District (the Policy Committee) or from any moneys of Stark County, Tuscarawas County or Wayne County (the Counties). This Agreement does not and shall not constitute a general obligation of the District, the Board, the Policy Committee or any of the Counties.

- 3.02 Neither the Grantee nor its employees are employees of the District. Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the Grantee and all employees engaged by the Grantee.
- 3.03 The Grantee shall carry out the aforementioned Program and administer the Grant in accordance with all applicable federal, state, and local laws and all terms of this Agreement.
- 3.04 The Board shall at any reasonable time have the right of access to and right to audit any and all books and records, financial or otherwise, pertinent to the administration of this Grant. Those books and records shall be kept in a common file to facilitate audits and inspections.

Section 4. Indemnification

Grantee agrees, to the extent permitted by law, to protect, defend, indemnify and hold the District, the Board, the Policy Committee, any committee or subcommittee thereof and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, and its employees, officers, agents or independent contractors. Grantee agrees, to the extent permitted by law, to pay all damages, costs and expenses of the District, the Board, the Policy Committee, any committee or subcommittee thereof and their officers, employees and agents, in defending any action arising out of the aforementioned acts or omissions.

Section 5. Miscellaneous

- 5.01 Notices: All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, addressed as follows:

if to the District: Board of Directors
Stark-Tuscarawas-Wayne Joint Solid Waste Mngmnt District
9918 Wilkshire Blvd NE
Bolivar, OH 44612
Attn: Mr. Phillip F. Palumbo
Executive Director/Treasurer

if to the Grantee:

Either may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

- 5.02 Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the District contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the District contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the District, the Board, the Policy Committee or any committee or subcommittee thereof, in other than that person's official capacity.
- 5.03 Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the District and Grantee and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.
- 5.04 Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by the Board and the governing body of the Grantee.
- 5.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 5.06 Severability. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, action or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder, section, provision or other covenant, stipulation, obligation, agreement, act, action or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- 5.07 Construction. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon the District and the Grantee to accomplish the purposes of this Agreement.
- 5.08 Captions and Headings. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- 5.09 Laws of State Govern. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with those laws.

5.10 Termination of Agreement. This Agreement shall terminate on January 15, 1999, or at such earlier date as may be elected by the District if the Board hereafter determines in its sole discretion that the conduct of the Program by the Grantee is not specified in the Application, or the Grantee has not complied in any respect with the terms of this Agreement. In the event of such termination, the Grantee shall be paid only for any non cancelable obligation properly incurred by the Grantee prior to termination.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

THE CITY OF MASSILLON

STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT

By: _____
Title

By: _____
Chairman, Board of Directors

And By: _____
Title

Attest: _____
Secretary, Board of Directors

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 15 - 1999

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to sell various items from The Legends of Massillon Golf Course, which are no longer needed for any municipal purpose in the City of Massillon, to the highest acceptable bid according to law, and declaring an emergency.

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

Section 1:

The Director of Public Service and Safety is hereby authorized to sell various items from The Legends of Massillon Golf Course, which are no longer needed for any municipal purpose in the City of Massillon, to the highest acceptable bid according to law.

Section 2:

The various items from The Legends of Massillon Golf Course, which are no longer needed in the City of Massillon shall be advertised for bid at least two weeks and not more than four weeks.

Section 3:

The City Auditor is hereby directed to deposit the monies received from the sale of said vehicle in The Legends of Massillon Golf Course Fund.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason of such emergency arising out of the necessity to dispose of various items from the Legends of Massillon Golf Course, which are no longer needed for any municipal purpose for the best price obtainable. 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 _____ 1999

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

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

Item #4 Ransomes 350-D Fairway Mower

Engine: Kubota diesel engine, 38 hp, water-cooled, 4 stroke,
4 cylinder, vertical with 12 volt electric start

Hours: 2355

Cutting Units: 1) 5 units

2) 8 blades per unit

3) 11 ft 6 in cut

Minimum Bid: \$500

Item #5 Chevrolet 1987 S-10 4x4 Extended Cab

Engine: 2.8 L, V-6

Minimum Bid: \$500

Item #6 Club Car Golf Cart

Minimum Bid: \$100

* All sealed bids must be received by March 19, 1999 at 4:00 p.m.

* Note: All equipment sold as is.

* Note: All Toro equipment purchased new in 1994

* Note: All accepted bids must be paid by Certified Check

* Bids accepted by: Director of Safety and Service

1 James Duncan Plaza

Massillon, OH 44646

Equipment To Bid

Item #1 Toro Sand Pro 2000

Engine: Kohler, 4 cycle, air-cooled, 12 hp @ 3600 rpm

Hours: 1390

Attachments: 1) Tooth Lake Model 08812
2) Weeder/Cultivator Model 08815
3) 40" Dozer Blade Model 08821

Minimum Bid: \$1500

Item #2 Toro Greens Aerator Model 09110

Engine: Kohler, 4 cycle, air-cooled, 16 hp

Attachments: 1) Tire Scraper Model #09151
2) Windrow attachment Model #09150

Minimum Bid: \$3500

Item #3 Toro Groundsmaster 223-D, 4WD, Model 30243

Engine: Mitsubishi Model L3E-61TB, 3 cylinder, 4 cycle,
liquid cooled diesel, 23 hp

Hours: 2407

Deck: 62" side discharge Model 30564

Minimum Bid: \$2500

Equipment For Sale Bid Form

Bid Price

Item #1 Toro Sand Pro 2000

Minimum Bid \$ 1500

\$

Item #2 Toro Greens Aerator

Minimum Bid \$ 3500

\$

Item #3 Toro Groundsmaster 223-D, 4WD ✓

Minimum Bid \$ 2500

\$

Item #4 Ransomes Fairway Mower 350D

Minimum Bid \$ 500

\$

Item #5 Chevrolet S-10 1987 4x4

Minimum Bid \$ 500

\$

Item #6 Club-Car Golf Cart

Minimum Bid \$ 100

\$

Total \$

Bid Submitted By:

company

address

BY

Date

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 16 - 1999

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract agreement without competitive bidding, with MS Consultants, Inc., for the professional services for the design of the Sippo Reservoir Dredging and Dam Improvements 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 City Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract, without competitive bidding, with MS Consultants, Inc., for professional services for the Sippo Reservoir Dredging and Dam Improvements Project.

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, without competitive bidding, with MS Consultants, Inc., for professional services for the design of the Sippo Reservoir Dredging and Dam Improvements Project.

Section 3:

The cost of this professional service will not exceed the amount of Seventy-Four Thousand Dollars (\$74,000.00).

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 additional reason that it is necessary that MS Consultants, Inc. which has the experience and technology, perform the required 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 _____ 1999

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

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

ENGINEERING AGREEMENT BETWEEN

CITY OF MASSILLON, OHIO
AND
MS CONSULTANTS, INC.

THIS IS AN AGREEMENT made as of the _____ day of _____, 1999 between the City of Massillon, Ohio (CITY) and **ms consultants, inc.** (ENGINEER). CITY and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by CITY as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.0 The ENGINEER will provide all engineering and adjunct services (Services) as may be authorized by the CITY in subsequent written authorization for the following work, hereinafter referred to as the PROJECT and as described in Appendix "A", which is attached hereto and made part hereof.
- 1.1.1 TASK 1: The evaluation of innovative dredging technologies.
- 1.1.2 TASK 2: The preparation and coordination of federal and state permits required for the PROJECT.
- 1.1.3 TASK 3: Preparation of detailed design plans and specifications for the dredging of Sippo Reservoir.
- 1.1.4 TASK 4: Preparation of detailed design plans and specifications for the improvement of the Sippo Reservoir dam in accordance with Ohio Department of Natural Resources requirements.
- 1.1.5 TASK 5: Monitoring all activities associated with dredging, dewatering plant operations, and sediment drying
- 1.1.6 TASK 6: Detailed design plans and specifications for the construction of waste disposal areas.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

- 2.1 Services requiring Authorization in Advance.
If authorized in writing by CITY, ENGINEER shall furnish or obtain from others Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by CITY as indicated in Section 5.
- 2.1.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by CITY.
- 2.1.2 Services resulting from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, change in size, complexity, CITY's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or others enacted subsequent to the preparation of such studies, reports or

- 3.8 Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope of timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.
- 3.9 Furnish, or direct ENGINEER to provide Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.10 Obtain all property required for the construction of facilities in a timely manner.
- 3.11 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the PROJECT through completion of the Preliminary Design, Detailed Design, Bidding, Construction and Operations Phases. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design of the PROJECT excluding work and required extensions thereto.
 - 4.1.1 CITY shall have the right to make changes, within the general scope of this Agreement, in the Services to be performed or their sequence, schedule, or duration. Changes in the Services may also result from changes in the PROJECT, suspension or other delays not caused by the ENGINEER, actions or omissions of contractor(s), regulatory authorities, or other governmental agencies, court decisions, legislation and "uncontrollable force" as defined in 4.6. If any such change involves an increase or decrease in the Scope of Work under this Agreement or the cost thereof, or requires that work previously accomplished be redone or affects the time required for the performance of any part of the work, the ENGINEER shall so notify CITY and an equitable adjustment shall be made to the contract price, schedule or both.
- 4.2 Upon written authorization from CITY, the ENGINEER shall proceed with the performance of the services called for in Sections 1.1.1, 1.1.3, 1.1.4, and 1.1.5 and shall complete these Tasks within three months. For services called for under Section 1.1.2, the estimated completion time is a function of agency reviews and approvals. Services called for under Section 1.1.6 shall be completed within six months following bid award and upon separate authorization by the CITY.
- 4.3 ENGINEER's services shall each be considered complete at the earlier of (1) the date when the submissions for that task have been accepted by CITY or (2) thirty days after the date when such submissions are delivered to CITY for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the PROJECT.
- 4.4 If CITY has requested significant modifications or changes in the general scope, extent or character of the PROJECT, the time of performance of ENGINEER's services shall be adjusted equitably.
- 4.5 The ENGINEER shall not be responsible for any delay or failure in performance of Services or for any delay or deficiency in any project for which it provides services, if and to the extent that such delay, failure or deficiency is occasioned by uncontrollable force. As used in this Agreement, the term "uncontrollable force" shall include acts of God, fire, flood, explosion,

incurred for computer time and other highly specialized equipment.

5.2 Times of Payments.

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. CITY shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 Records of ENGINEER's Salary Costs pertinent to ENGINEER's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to CITY upon request prior to final payment for ENGINEER's services.

5.4 Definitions.

5.4.1 The Salary Costs used as a basis for payment mean salaries and wages (Basic and incentive) paid to all ENGINEER's personnel engaged directly on the PROJECT, including, but not limited to, engineers, architects, surveyors, designers, draftspersons, specification writers, estimators, other technical and business personnel.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1 Construction Cost.

The construction cost of the entire PROJECT (herein referred to as "Construction Cost") means the total cost to CITY of those portions of the entire PROJECT designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include CITY's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the PROJECT or the cost of other services to be provided by others to CITY pursuant to Section 3.

6.2 Opinions of Cost.

6.2.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase CITY wishes greater assurance as to Total Project or Construction Costs, CITY shall employ an independent cost estimator as provided in paragraph 3.8.

7.5 Extent of Agreement.

This Agreement represents the entire and integrated agreement between the CITY and the ENGINEER, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and ENGINEER.

7.6 Governing Law.

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the CITY.

7.7 Covenant Against Contingent Fees.

The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract and that he has not paid or agreed to pay any person or company, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

7.8 Equal Opportunity.

During the performance of this Agreement, the ENGINEER for itself, its assignees, and successors in interest, agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity" as supplemented in Department of Labor Regulations 41 CFR Part 60.

7.8.1 The ENGINEER will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, and that the employees are treated during their employment, without regard to their race, creed, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

7.8.2 The ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

7.8.3 Nondiscrimination. The ENGINEER, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations.

7.8.4 Solicitations for Subcontracts, including Procurement of Materials and Equipment:

IN WITNESS WHEREOF, the parties hereunto have caused this Engineering Agreement to be executed, in triplicate, as of the date and year first above written, by affixing the signature of a duly authorized officer of ENGINEER, and by the signature of the _____.

WITNESS

ms consultants, inc.

[Signature]

By: *R. Michael Jurek*

Title: *Secretary*

Date: *1-13-99*

WITNESS

City of Massillon, Ohio

_____ By: _____

Title: _____

Date: _____

Exhibit A

SCOPE OF SERVICES

ms consultants, inc. will assist the City of Massillon by providing engineering services including permit assistance, design work, and construction administration for the Sippo Reservoir dredging project and the Sippo Reservoir dam improvements. Specific work items include:

1. **Evaluation of Innovative Dredging Technologies** - Currently, several innovative processes are being developed in various parts of the country for dredging of urban lakes. The use of innovative technologies (polymers, mechanical dewatering, geotextile tubes) may reduce dredging and disposal costs by minimizing the need for costly construction of settling basins.
 - 1a. **Innovative Technology Evaluation** - The most promising procedures will be investigated and, in close cooperation with the City of Massillon, a decision will be reached regarding the use of such procedures.
2. **Permit Preparation and Coordination** - This task includes the preparation of all permits associated with the dredging project. Permits required for this project will include:
 - 2a. **Section 404 Permit (U.S. Army Corps of Engineers)** - Work for the 404 permit will include wetland delineation reports for the lake and, if applicable, for any sediment disposal areas.
 - 2b. **Section 401 Water Quality Certification (OEPA)** - The 401 permit process will include evaluation of mitigation and non-degradation alternatives as required by OEPA.
 - 2c. **Stormwater Permit (OEPA)** - The stormwater permit will cover stormwater runoff procedures for any disposal areas.
 - 2d. **Permit to Install (OEPA)** - Depending on the alternative selected, the project may require a "Permit to Install" for any sediment dewatering system (Ohio Environmental Protection Agency).
3. **Final Dredging Engineering Plans** - This task will include development of all details necessary for a dredging contractor to bid the project. Specific work elements will include:
 - 3a. **Revised Dredging Contours** - It is anticipated that the basic contours developed in the "Preliminary Dredging Analysis Report" will be updated to account for City comments (removal of island, in-lake sediment basin with access for periodic sediment removal, etc.) and will be modified for use in the bid document. Any required modifications will be developed by **ms consultants** and reviewed by the City prior to completion of the bid document.
 - 3b. **Measurement/Payment Methods, Monitoring Requirements** - Specifications will be developed as to what constitutes an acceptable dredged lake bottom area. Contour tolerances will be developed. Monitoring requirements will be developed

- 5d. **Water Quality Monitoring** - **ms consultants** will conduct any water quality monitoring required to fulfill 401 and 404 permit requirements, and will conduct or arrange for laboratory analyses as needed to define operational characteristics of dewatering operations (% solids). Tests will be completed on an "as required" basis.
6. **Settling Basin Design Plans and Construction Monitoring** - This task involves the design of the waste disposal area, assuming that the project proceeds using a basic conventional dredging approach. **ms consultants** will proceed with his task upon separate written authorization from the City. Specific work elements include:
- 6a. **Topographic Survey** - For a conventional settling basin, a detailed topographic survey of the area proposed for settling basin construction will be required.
- 6b. **Soil Borings** - Soil borings will be required to evaluate on-site materials to determine foundation stability of the berm walls.
- 6c. **Settling Basin Construction Plans** - A construction plan for the grading of the berms for the disposal area, including required drainage considerations, will be prepared.
- 6d. **Preparation of Bid Document and Bid Process** - A bid document will be prepared using standard City format and including all required documentation, including wage rates and related items. Assistance will be provided to the City through the bidding process, including attendance at pre-bid meetings and bid openings, and assistance to the City in selecting a successful bidder.
- 6e. **Construction Monitoring** - The consultant will provide oversight of settling basin construction, including periodic visits to the site to observe the progress and quality of executed work, review of contractor's applications for payment, approval of payments to contractor, and conduct a final inspection to verify project completion.

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 18 - 1999

BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety to convey an easement in the Reservoir Park to Consumers Ohio Water Company for the purpose of installing and maintaining water lines, and declaring an emergency.

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

Section I:

The Director of Public Service and Safety is hereby authorized to grant an easement in the Reservoir Park to Consumers Ohio Water Company for the purpose of installing and maintaining water lines.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the reason that the installation and maintenance of water lines in the Reservoir Park by Consumers Ohio Water Company is necessary for fire protection and water, and is immediately necessary to 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.

PASSED IN COUNCIL THIS _____ DAY OF _____, 1999

ATTEST:

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

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 17 - 1999

BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety to convey an easement in the Massillon Community Park to Consumers Ohio Water Company for the purpose of maintaining water lines, and declaring an emergency.

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

Section I:

The Director of Public Service and Safety is hereby authorized to grant an easement in the Massillon Community Park to Consumers Ohio Water Company for the purpose of maintaining water lines.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the reason that the installation and maintenance of water lines in the Massillon Community Park by Consumers Ohio Water Company is necessary for fire protection and the use of water, and is immediately necessary to 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.

PASSED IN COUNCIL THIS _____ DAY OF _____, 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 18 - 1999

BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety to convey an easement in the Reservoir Park to Consumers Ohio Water Company for the purpose of installing and maintaining water lines, and declaring an emergency.

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

Section 1:

The Director of Public Service and Safety is hereby authorized to grant an easement in the Reservoir Park to Consumers Ohio Water Company for the purpose of installing and maintaining water lines.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the reason that the installation and maintenance of water lines in the Reservoir Park by Consumers Ohio Water Company is necessary for fire protection and the use of water, and is immediately necessary to 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.

PASSED IN COUNCIL THIS _____ DAY OF _____, 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 19 - 1999

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to transfer ownership of an 8" diameter water main in Massillon Community Park from the City of Massillon to Consumers Ohio Water 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 Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby are authorized to sign on behalf of the City of Massillon, Ohio, a transfer of ownership of an 8" diameter water main in Massillon Community Park from the City of Massillon to Consumers Ohio Water company.

Section 2:

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 additional reason that it is necessary the Consumers Ohio Water Company has control of the water main for the purpose of providing efficient services to 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 _____ 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 20 - 1999

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of rest rooms at South Sippo, Stadium, the "Bottoms" and Franklin Parks, 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 it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of rest rooms at South Sippo, Stadium, the "Bottoms" and Franklin Parks.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise and receive sealed bids according to law, and upon award and approval by the Board of Control, with the lowest and best bidder for the construction of rest rooms at South Sippo, Stadium, the "Bottoms" and Franklin Parks.

Section 3:

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 for the more efficient operation of the Park Department in 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, shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 1999

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

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

DATE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 21 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE approving an agreement for the apportionment of undivided tax funds titled "Alternative Method for Apportioning the Stark County Undivided Local Government Fund and the Stark County Local Undivided Local Government Revenue Assistance Fund Pursuant to Sections 5747.53 and 5747.63 of the Ohio Revised Code" and authorizing and directing the Mayor and Director of Public Service and Safety to enter into that agreement for the years 2000 through 2009 with Stark County, the City of Canton and other political subdivisions of Stark County, and declaring an emergency..

WHEREAS, Ohio Revised Code Sections 5747.53 and 5747.63 authorize entering into an alternative agreement for the apportionment of undivided tax funds, and

WHEREAS, the City of Massillon, Ohio, had entered into an alternative agreement for the years 1990 through 1999, and

WHEREAS, the City of Massillon, Ohio, provided a representative to the Stark Council of Governments to participate in the study and evaluation of the taxes, their apportionment and to participate in the negotiation of a new agreement, and

WHEREAS, prior to the alternative agreement for the years of 1990 through 1999, the statutory apportionment process without an alternative agreement led to uncertainty, divisiveness and litigation, and

WHEREAS, the agreement for the years 2000 through 2009 is beneficial to the City of Massillon, Ohio,

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

Section 1:

The agreement for the apportionment of undivided tax funds titled "Alternative Method for Apportioning the Stark County Undivided Local Government Fund and the Stark County Local Undivided Local Government Revenue Assistance Fund Pursuant to Section 5747.53 and 5747.63 of the Ohio Revised Code" for the years 2000 through 2009 is approved.

Section 2:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the agreement for the apportionment of undivided tax funds titled "Alternative Method for Apportioning the Stark County Undivided Local Government Fund and the Stark County Local Undivided Local Government Revenue Assistance Fund Pursuant to Sections 5747.53 and 5747.63 of the Ohio Revised Code" for the years 2000 through 2009.

Section 3:

A copy of said agreement is attached hereto and made a part of this ordinance.

Section 4:

That Section 5747.53 and 5747.63 require the approval of the alternative agreement to be by motion of the legislative authority and it is the intent of the Council of the City of Massillon that the passage of this Ordinance shall be in compliance with Sections 5747.53 and 5747.63, and shall pursuant thereto be passed upon a majority vote of the members of the Council of the City of Massillon, shall take effect immediately, and need not be published.

PASSED THIS _____ DAY OF _____, 1999

ATTEST: _____
SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED _____

FRANCIS H. CICCHINELLI, JR., MAYOR

New Agreement
Ord #21-99

**ALTERNATIVE METHOD FOR APPORTIONING
THE STARK COUNTY UNDIVIDED LOCAL GOVERNMENT FUND AND THE
STARK COUNTY UNDIVIDED LOCAL GOVERNMENT REVENUE ASSISTANCE FUND
PURSUANT TO SECTIONS 5747.53 AND 5747.63 OF THE OHIO REVISED CODE**

1 **THIS AGREEMENT** by and between the parties hereinafter named

2 **WITNESSETH** that:

3 **WHEREAS**, in lieu of the method of apportioning the Stark County Undivided Local
4 Government Fund and the Stark County Undivided Local Government Revenue Assistance
5 Fund (collectively, the "Funds") provided in sections 5747.51 and 5747. 62 of the Ohio Revised
6 Code ("R.C."), pursuant to R.C. 5747.53 and 5747.63, this document proposes an alternative
7 method for apportioning the 2000 through 2009 Funds (the "Alternative Method") between
8 Stark County (the "County"), the City of Canton ("Canton"), as the city with the greatest
9 population in Stark County; and the townships, municipal corporations, excluding Canton, and
10 The Stark County Park District (collectively, the "Remaining Political Subdivisions"), namely The
11 Stark County Park District, Bethlehem Township, Canton Township, Jackson Township, Lake
12 Township, Lawrence Township, Lexington Township, Marlboro Township, Nimishillen Township,
13 Osnaburg Township, Paris Township, Perry Township, Pike Township, Plain Township, Sandy
14 Township, Sugarcreek Township, Tuscarawas Township, Washington Township, the City of
15 Alliance, the City of Louisville, the City of Massillon, the City of North Canton, the Village of
16 Beach City, the Village of Brewster, the Village of Canal Fulton, the Village of East Canton, the
17 Village of East Sparta, the Village of Hartville, the Village of Hills & Dales, the Village of
18 Limaville, the Village of Magnolia, the Village of Meyers Lake, the Village of Minerva, the Village
19 of Navarre, the Village of Waynesburg, and the Village of Wilmot; and,

20 **WHEREAS**, in 1997, the Stark Council of Governments ("SCOG") initiated an
21 informational study for the purpose of estimating allocations of the funds using the statutory

1 formula as provided for in R.C. Sections 5747.51 and 5747.62 of Stark County's thirty-eight
2 (38) political subdivisions based upon their actual budgets for the years 1997 and 1998; and

3 **WHEREAS**, SCOG appointed a subcommittee comprised of representatives of the
4 County, Canton and the Remaining Political Subdivisions for purposes of studying and
5 evaluating the study; and

6 **WHEREAS**, being aware of past uncertainty, divisiveness and litigation among Stark
7 County's political subdivisions which occurred prior to 1989 during which period the funds were
8 distributed on the statutory allocation basis; being further aware, based upon its review of the
9 study, of the difficult legal and factual issues involved in the application of the statutory
10 allocation formula, and the potential for substantial uncertainty in applying the statutory formula
11 on a year-to-year basis; and being further aware of the certainty and harmony to be brought to
12 the process by the adoption of an alternative formula for the years 1990 through 1999, the
13 subcommittee drafted an alternative formula which it has recommended for adoption;

14 **WHEREAS**, the County, Canton, and a majority of the Remaining Political Subdivisions,
15 and the Budget Commission have indicated a desire to avoid the uncertainty and divisiveness
16 and any litigation involving the allocation of the 2000 and later Funds; and

17 **WHEREAS**, the County, Canton, and a majority of the Remaining Political Subdivisions
18 have indicated a desire to adopt an alternative formula pursuant to R.C. 5747.53 and 5747.63.

19 **NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES**
20 **HEREINAFTER STATED**, representatives from the County, Canton, a majority of the
21 Remaining Political Subdivisions, and the Budget Commission hereby agree to the following
22 Alternative Method for allocating the 2000 through 2009 Funds pursuant to R.C. 5747.53 and
23 5747.63:

1 1. Definitions

2 Terms defined in the recitals of this document shall have the same meaning in the text
3 of this Alternative Method as if specifically defined in the text. All definitions shall be equally
4 applicable to both the singular and plural forms of such terms. For purposes of this agreement
5 the following terms shall have the meanings set forth below.

6 "Determination year" means the year preceding the year for which the allocation
7 calculation is being performed and from which data are gathered or derived in
8 making the calculation.

9 "Base amount" means the total amount of the funds collected for 1999.

10 "New money" means the amount of money collected in any year of the
11 agreement which exceeds the base amount.

12 2. Allocation of Base Amount.

13 As soon as possible after the adoption of this Alternative Method as provided in
14 paragraph 13 and during the month of August of each determination year, the Budget
15 Commission shall allocate the 2000 through 2009 Funds pursuant to this Alternative Method
16 using the following three steps:

17 (A) The Budget Commission shall allocate sixty-six and one half percent
18 (66.5%) of the base amount and new money from the Funds to the County
19 and Canton as follows:

20

		Percentage
County		51.75%
Canton		48.25%
	Total	100.00%

21
22
23
24
25

(B) The Budget Commission shall allocate the remaining thirty-three and one half percent (33.5%) of the base amount and new money from the Funds (the "residual share") to the Remaining Political Subdivisions less the share to be allocated to the Stark County Park District in paragraph 2(C). The base amount of the residual share shall be allocated by using the weighted averages of the Population Factor, the Valuation Factor, and the Expenditures/ Expense Factor, as defined in paragraphs 3, 4, and 5, respectively, for the Remaining Political Subdivisions. The Budget Commission shall assign the following weights to the factors:

		Weighted Average
Population Factor		25%
Valuation Factor		25%
Expenditure Factor		50%
	Total	100%

(C) Within the allocation of the residual share as defined above, both as to base amount and new money, and without regard to the factors listed in paragraph 2(B) or the "allocation calculation" referred to in paragraph 2(D), one-tenth of one percent (0.1%) of the funds shall be allocated to the Stark County Park District for each year of the agreement.

(D) For every year in which the total of the Funds exceeds the total of the Funds collected in 1999 (the base amount), the Budget Commission shall allocate among the Remaining Political Subdivisions, except the Stark County Park District, the amount of the Funds in excess of the base amount (the new money) in accordance with the percentages set forth in the "allocation calculation" attached hereto as EXHIBIT "A."

1 (E) If necessary, the Budget Commission shall adjust the amounts allocated
2 to the Remaining Political Subdivisions so that no political subdivision receives
3 less in any year of this agreement than ninety (90%) percent of the average of
4 the amounts received from the Funds for the years 1989 and 1998 (the "floor
5 amount"). In the event that the proportionate share of a political subdivision, as
6 computed pursuant to paragraph 2 above, is less than the floor amount, then the
7 Budget Commission shall increase that political subdivision's share of the Funds
8 to the floor amount and decrease the proportionate shares of all other political
9 subdivisions, except the County and Canton, on a pro rata basis.

10 (F) If, in any year, the residual share falls below the base amount for the Remaining
11 Political Subdivisions, the Budget Commission shall reduce the base amount pro rata.

12 For example, if the base amount for the Remaining Political Subdivisions
13 are \$5,000,000 and the residual share is \$4,000,000, the Budget
14 Commission shall reduce the base amount by twenty percent
15 (\$1,000,000/\$5,000,000).

16 3. Population Factor.

17 The Budget Commission shall determine each Population Factor by using the most
18 recent population estimates, as of January 1 of the determination year, available to the Budget
19 Commission on or before August 1 of the determination year from the Stark County Regional
20 Planning Commission.

21 For example, the computation of the Population Factor in connection with the
22 allocation of the 2000 Fund shall be based on the population estimates of
23 January 1, 1999.

1 4. Valuation Factor.

2 The Budget Commission shall compute each Valuation Factor by using the average
3 assessed taxable valuations of the three most recent years, as of January 1 of the
4 determination year.

5 For example, the computation of the Valuation Factor in connection with the
6 allocation of the 2000 Fund shall be based on the average assessed taxable
7 valuations as of January 1, 1997, 1998 and 1999.

8 5. Expenditures/Expense Factor.

9 The Budget Commission shall determine each Expenditures/Expense Factor by
10 averaging the three most recent years of actual total expenditures prior to January 1 of the
11 determination year as extracted from the annual financial statement submitted to the Auditor of
12 the State of Ohio.

13 For example, the computation of the Expenditures/Expense Factor for the
14 allocation of the 2000 Fund shall be based on the actual total expenditures for the
15 1996, 1997, and 1998 calendar years.

16 On or before July 20 of the determination year, each of the Remaining Political Subdivisions
17 must submit a copy of the annual financial statement, as submitted to the Auditor of the State of
18 Ohio, to the Budget Commission. In determining actual total expenditures, the Budget
19 Commission shall apply the following criteria: (a) the Budget Commission shall exclude
20 transfers and advances shown on the aforementioned financial statement as submitted to the
21 Auditor of the State of Ohio from any political subdivision's actual expenditures, as shown on
22 that statement; and (b) the Budget Commission shall compute the total community
23 development funds obtained by the Stark County Regional Planning Commission and
24 distributed by, or on behalf of, the eligible participating political subdivisions of Stark County
25 each year, and include a per capita share of those total expenditures of community

1 development funds to all eligible, participating and nonparticipating, political units, other than
2 the cities of Massillon and Alliance and any other political subdivision that becomes an
3 entitlement city for purposes of receipt and disbursement of community development funds.

4 6. SCOG Funding.

5 (A) As and for further consideration for allocating the Funds as set forth in paragraph
6 2 above, and during such times within the term of this agreement as there is in full force and
7 effect a sales and use tax for the benefit of Stark County under R.C. §§ 5739.021 and
8 5741.021, the County, Canton, and the Remaining Political Subdivisions agree that from the
9 sixty-six and one-half (66.5%) allocated to them the County and Canton shall, with a maximum
10 of ten (10%) percent of the Funds known as the maximum SCOG allocation, fully fund the
11 operation of the Stark Council of Governments (SCOG). All Remaining Political Subdivisions
12 shall be voting members in SCOG. Voting rights shall be proportionate to the member's share
13 of the Funds. In the event that the full funding of SCOG requires less than the maximum
SCOG allocation, the amount of the maximum SCOG allocation not required for funding of
15 SCOG shall be allocated to County, Canton, and the Remaining Political Subdivisions by the
16 Budget Commission in the manner set forth in paragraph 2 above.

17 (B) If, during any time within the term of this agreement, there is not in full force and
18 effect a sales and use tax for the benefit of Stark County under R.C. §§ 5739.021 and
19 5741.021, County reserves the right during such time to reduce the SCOG contribution of both
20 County and Canton to five per cent (5%) of the Funds known as the minimum SCOG allocation.
21 In such event, the difference between the maximum SCOG allocation and the minimum SCOG
22 allocation shall be allocated to County, Canton, and the remaining political subdivisions by the
23 Budget Commission in the manner set forth in paragraph 2 above.

1 7. Incorporation/Dissolution.

2 (A) In the event that unincorporated territory encompassed within the political
3 boundaries of a remaining subdivision becomes incorporated so as to eliminate a member of
4 the class of remaining subdivisions and/or create a new member of the class of remaining
5 subdivisions, the allocations made hereunder shall be apportioned between the incorporated
6 territory and the unincorporated territory of the former remaining subdivision according to law.
7 In no event shall the incorporated territory and the remaining unincorporated territory receive
8 more or less than their predecessor in interest.

9 (B) In the event of the dissolution of an incorporated political subdivision, where all of
10 the territory of the dissolved political subdivision is absorbed into one political subdivision, the
11 auditor shall distribute the dissolved political subdivision's share of the Funds to the absorbing
12 political subdivision.

13 (C) In the event of the dissolution of an incorporated political subdivision, where the
14 dissolved political subdivision's territory is absorbed into two or more political subdivisions, the
15 auditor shall apportion the dissolved political subdivision's share of the Funds as follows:

16 (1) The distribution of base amount funds to which the dissolved political
17 subdivision was entitled shall be distributed to the absorbing political subdivisions
18 in accordance with the base formula provided in paragraph 2(B) of this
19 agreement;

20 (2) The distribution of new monies to which the dissolved political subdivision
21 was entitled shall be distributed to the absorbing political subdivisions based
22 upon the ratio of the respective allocation calculation percentages of the
23 absorbing political subdivisions as set forth in Exhibit "A" to this agreement.
24

1 8. Duration.

2 This Alternative Method shall apply to the allocation of the 2000 through 2009 Funds
3 only.

4 9. Review.

5 On or before June 1, 2004, a committee of representatives from the County, Canton, or
6 if Canton does not continue to be the city with the greatest population, then the city with the
7 greatest population in Stark County, the Remaining Political Subdivisions, and the Budget
8 Commission shall review the allocations under this Alternative Method and, if necessary,
9 recommend modifications. In the event that the committee recommends modifications, such
10 modifications shall become effective only if approved by (1) the Board of Commissioners of
11 Stark County (the "Commissioners"), (2) Canton, or if Canton does not continue to be the city
12 with the greatest population, then the legislative authority of the city with the greatest population
13 in Stark County and (3) a majority of the boards of trustees or legislative authorities of the
Remaining Political Subdivisions. Similarly, on or before June 1, 2008, another committee of
15 representatives from the County, Canton, or if Canton does not continue to be the city with the
16 greatest population, the city with the greatest population in Stark County, the Remaining
17 Political Subdivisions, and the Budget Commission will review the then-existing alternative
18 method for apportioning the Funds and attempt to develop an alternative formula for
19 apportioning the Funds in later years.

20 10. Stipulation in an Appeal.

21 This Alternative Method adopts a formula for the allocation of the 2000 through 2009
22 Funds. This document shall be introduced into evidence at the Ohio Board of Tax Appeals
23 without objection of any political subdivision that is a party to an appeal involving the 2000 to
24 2009 distribution of funds when it is claimed that a subdivision has attempted an appeal

1 pursuant to R.C. 5747.55 or when it is claimed that the Budget Commission has failed to make
2 an allocation and distribution of the Funds in accordance with the terms of this Alternative
3 Method.

4 11. Entire Proposal.

5 This Alternative Method constitutes the complete proposal in respect to the matters
6 contemplated hereby and supersedes all prior arrangements and understandings. This
7 Alternative Method may be amended or modified only pursuant to R.C. 5747.53 and 5747.63.

8 12. Adoption.

9 Pursuant to R.C. 5747.53 and 5747.63, this Alternative Method shall become effective
10 when approved by (1) the Commissioners, (2) the legislative authority of Canton, and (3) a
11 majority of the boards of township trustees and legislative authorities of the Remaining Political
12 Subdivisions. In granting or denying such approval, the Commissioners, the boards of township
13 trustees, and the legislative authorities of municipal corporations shall act by motion. A motion
or resolution to approve shall be passed upon a majority vote of the individual members of the
15 Commissioners, the board of township trustees, or the legislative authority of a municipal
16 corporation, shall take effect immediately, and need not be published.

17 13. Cancellation.

18 This Alternative Method shall be canceled when cancellation thereof is approved by (1)
19 the Commissioners, (2) the legislative authority of Canton, and (3) a majority of the boards of
20 township trustees and legislative authorities of the Remaining Political Subdivisions. In granting
21 or denying such approval, the commissioners, the boards of township trustees, and the
22 legislative authorities of municipal corporations shall act by resolution or ordinance. A
23 resolution or ordinance to approve cancellation shall be passed upon a majority vote of the
24 individual members of the commissioners, the board of township trustees, or the legislative
25 authority of a municipal corporation, shall take effect immediately, and need not be published.

1 14. Governing Law.

2 This Alternative Method shall be governed by and construed in accordance with the laws
3 of the State of Ohio.

4 15. Successors.

5 This Alternative Method shall be binding upon, inure to the benefit of, and be
6 enforceable by, the respective successors and permitted assignees of the Budget Commission,
7 the County, Canton, and the Remaining Political Subdivisions.

8 16. Captions.

9 The paragraph headings contained in this Alternative Method are for reference purposes
10 only and shall not affect in any way the meaning or interpretation of this Alternative Method.

11 17. Severability.

12 In the event that any provision or part thereof is determined to be void, illegal or
13 otherwise ineffective, only that provision or part thereof shall be stricken from this agreement;
14 all other provisions shall remain in full force and effect.

EXHIBIT "A"

SUBDIVISION	ALLOCATION CALCULATION PERCENTAGE
Bethlehem	0.21965147
Canton	1.56136386
Jackson	26.29724938
Lake	4.99100924
Lawrence	1.23449401
Lexington	0.85444782
Marlboro	0.71695008
Nimishillen	0.30764021
Osnaburg	0.31629730
Paris	0.22001275
Perry	4.95969375
Pike	0.45978684
Plain	10.31916777
Sandy	0.07415103
Sugarcreek	0.17106952
Tuscarawas	0.15108324
Washington	0.16828835
Alliance	20.47299878
Beach City	0.10004731
Brewster	0.12973363
Canal Fulton	0.14207168
East Canton	0.15327818
East Sparta	0.18499585
Hartville	0.12833623
Hills & Dales	0.02942047
Limaville	0.03578718
Louisville	3.43536451
Magnolia	0.24627031
Massillon	15.77977294
Meyers Lake	0.02982946
Minerva	0.15670012
Navarre	0.34655621
North Canton	5.41994412
Waynesburg	0.12996539
Wilmot	0.05657101
TOTAL	100.00000000

1
2
3 **IN WITNESS WHEREOF**, the undersigned, political subdivisions of Stark
4 County, Ohio, have hereunto set their hands on the date and at the place as set
forth in their respective legislative resolutions, the originals of which are attached
6 hereto.

7
8 CITY OF MASSILLON

9
10 By _____
11
12
13
14
15

Subdivision	LG/LGRA ESTIMATE 2000	LG/LGRA ESTIMATE 1999	LG/LGRA ACTUAL 1998	LG/LGRA ACTUAL 1997
Athlethem Township	\$50,072.76	\$46,693.85	\$45,755.46	\$42,376.10
Canton Township	226,458.51	210,320.54	199,273.58	192,456.76
Jackson Township	855,680.72	759,872.47	688,992.39	620,106.30
Lake Township	311,906.51	284,890.01	268,640.65	245,128.04
Lawrence Township	117,773.76	108,689.54	103,026.92	90,374.48
Lexington Township	74,248.59	68,346.69	63,331.24	58,994.05
Marlboro Township	54,475.94	50,000.88	46,348.61	42,920.78
Nimishillen Township	126,584.18	118,555.34	110,770.67	97,988.40
Osnaburg Township	56,362.40	52,433.87	47,652.88	44,499.61
Paris Township	46,929.27	43,759.05	40,368.70	37,037.53
Perry Township	469,026.57	432,596.64	404,112.35	372,078.45
Pike Township	58,987.29	54,727.31	51,562.69	48,013.49
Plain Township	567,497.04	516,113.93	475,156.68	428,924.61
Sandy Township	34,339.43	32,183.89	27,494.63	30,006.88
Sugarcreek Township	38,560.77	35,962.60	32,284.08	28,920.46
Tuscarawas Township	76,437.77	71,633.01	66,987.58	60,624.51
Washington Township	59,235.91	55,411.41	51,159.80	46,440.98
Alliance City	804,104.53	729,887.69	769,055.11	743,032.89
Beach City Village	46,259.27	43,404.77	38,713.19	35,078.81
Brewster Village	113,161.53	118,217.07	112,981.12	100,533.93
Canal Fulton Village	109,933.82	103,254.23	94,832.40	83,134.12
East Canton Village	33,765.59	31,538.08	31,372.34	31,237.81
East Sparta Village	14,710.58	13,516.83	12,215.91	10,709.89
Hartville Village	72,890.27	68,434.34	61,100.52	54,589.06
Hills & Dales Village	16,045.29	15,063.39	17,642.33	15,895.26
Limaville Village	2,760.76	2,991.25	3,207.97	3,083.06
Louisville City	242,504.89	222,379.57	239,663.71	257,800.05
Magnolia Village	14,125.58	12,881.52	12,452.20	11,154.80
Massillon City	940,323.64	858,453.14	865,731.39	837,438.23
Meyers Lake Village	9,346.93	8,751.60	8,102.18	6,793.46
Minerva Village	100,479.63	94,378.99	90,402.59	77,464.18
Navarre Village	51,759.04	48,146.62	47,974.58	46,363.84
North Canton City	527,254.95	487,044.95	480,635.99	437,940.53
Waynesburg Village	20,126.55	20,413.07	21,540.13	20,839.84
Wilmot Village	9,284.53	9,603.46	6,263.60	5,262.32
Stark County Parks	19,022.20	0.00	0.00	0.00
Canton City	5,185,689.50	5,401,936.80	5,222,806.84	4,879,044.88
Stark County	5,561,853.50	5,401,936.80	5,222,806.84	4,879,044.88
SCOG	1,902,220.00	1,833,734.80	1,773,330.14	1,657,162.08
TOTAL	<u>\$19,022,200.00</u>	<u>\$18,468,160.00</u>	<u>\$17,855,749.99</u>	<u>\$16,680,495.35</u>

The 1997, 1998 and 1999 distributions as shown are the total funds with the SCOG share already deducted for those who are members. In 2000 and beyond the total cost of SCOG will be paid by Stark County and Canton City.

D. TE: February 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 22 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the OPWC C-511B Springhill/Springhaven Fund, OPWC C-506B Lake Ave. Widening Fund, Capital Improvement Fund, OPWC LWW Box Culvert Fund, Sewer O & M Fund, Parks & Recreation Capital Improvement Projects Fund, Towne Plaza UDAG Fund, Community Development Block Grant Program Fund, Bond Retirement Park and Rec Fund, Solid Waste Fund, General Fund, for the year ending December 31, 1999, 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 OPWC C-511B Springhill/Springhaven Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$342,220.00 to an account entitled "Springhill/Springhaven" 1484.435.2510
\$ 30,000.00 to an account entitled "Salary" 1484.435.2110

Section 2:

There be and hereby is appropriated from the unappropriated balance of the OPWC C-506B Lake Ave. Widening of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$255,120.00 to an account entitled "Lake Ave. Project" 1481.435.2510
\$ 38,000.00 to an account entitled "Salary" 1481.435.2110

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$221,000.00 to an account entitled "Leases" 1401.905.2350
\$ 6,500.00 to an account entitled "Council - Copy Machine" 1100.105.2410

Section 4:

There be and hereby is appropriated from the unappropriated balance of the OPWC LWW Box Culvert Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$129,200.00 to an account entitled "LWW Box Culvert" 1485.435.2510
\$ 6,679.59 to an account entitled "Salary" 1485.435.2110

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Sewer O&M Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 96,000.00 to an account entitled "West Massillon Trunk Sewer" 2101.615.2511

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Parks & Recreation Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 37,000.00 to an account entitled "Parks & Recreation Capital Improvement Projects"
1433.505.2510

Section 7:

There be and hereby is appropriated from the unappropriated balance of the Towne Plaza UDAG Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 37,000.00 to an account entitled "Sippo Reservoir" 1217.840.2511

Section 8:

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, 1999, the following:

\$ 15,000.00 to an account entitled "YMCA Renovation" 1402.845.2830

Section 9:

There be and hereby is appropriated from the unappropriated balance of the Bond Retirement Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 10,950.00 to an account entitled "Services/Contracts" 1306.505.2392

Section 10:

There be and hereby is appropriated from the unappropriated balance of the Solid Waste Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$ 8,605.00 to an account entitled "Workers Compensation" 1202.605.2270

Section 11:

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, 1999, the following:

\$ 1,773.14 to an account entitled "Repayment Per Ralston Properties" 1100.905.2396

Section 12:

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 _____ 1999

ATTEST: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: February, 1, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 23 - 1999

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE approving and authorizing the Mayor to enter into an agreement, without competitive bidding, with A.S.C. Industries, Inc., providing an economic development "inducement grant" to assist the company in relocating to and expanding its operations in Massillon, and declaring an emergency.

WHEREAS, the City of Massillon carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; with a special emphasis on the revitalization of the area; and

WHEREAS, A.S.C. Industries, Inc. desires to relocate their operations from Lake Township to a new facility currently to be constructed in Massillon;

WHEREAS, A.S.C. Industries, Inc., through this proposed business relocation and expansion, plans to provide new jobs in Massillon; and

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

Section 1:

This Council hereby approves and authorizes the Mayor to enter into an agreement, without competitive bidding, with A.S.C. Industries, Inc., providing an economic development "inducement grant," in a total amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for the purpose of assisting the company in relocating to and expanding its operations in Massillon. This "inducement grant" shall be provided by the City as follows:

1. \$75,000.00 shall be paid by the City to A.S.C. to assist the company in relocating its operations to Massillon.
2. \$25,000.00 shall be paid by the City to the Stark Development Board to assist in filing the necessary foreign trade zone documentation for A.S.C. Industries, Inc.

Section 2:

In return for this economic development grant assistance, A.S.C. Industries, Inc., shall provide the City with information regarding the number of jobs that it has provided as a result of the company's relocation and expansion in Massillon.

Section 3:

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 additional reason that it is necessary to improve the economic climate of the community through the expansion of business and employment opportunities. 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