

AGENDA

DATE: AUGUST ⁷~~6~~, 2000
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

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

Tim Bryan - absent

A). DEBBIE AND LEONA BUSBY WANT TO DISCUSS PROBLEMS THEY ARE HAVING AROUND THEIR BUSINESS ON FIRST STREET "JUKE BOX LAUNDRY"

6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 155 - 2000 BY: SEWER AND WASTE COMMITTEE

SDH ✓
P AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, 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 South Massillon Trunk Sewer Project, and declaring an emergency.

ORDINANCE NO. 156 - 2000 BY: POLICE AND FIRE COMMITTEE

P AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, 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 lease/purchase of three full size sedans for the City of Massillon Police Department.

ORDINANCE NO. 157 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

SDH ✓
1ST P AN ORDINANCE authorizing the Zoning Inspector of the City of Massillon, Ohio, to issue a conditional zoning certificate to Great lakes Energy Partners, L.L.C. for a permit to drill gas and oil well, which shall be known as the Gerstenslager Unit No. 1, located on a 5.90 acre parcel on the west side of 16th Street, S.E., south of Oak Avenue, S.E., and declaring an emergency.

- Public Hearing - 8/21 @ 7:00 pm.

ORDINANCE NO. 158 - 2000 BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

EM P AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the Unclassified Employees, Classified Employees, and the Classified and Unclassified Supervisory Employees, now referred to as ACUE that shall be in effect from March 12th, 2000 through March 30th, 2003.

ORDINANCE NO. 159 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file ✓
1ST P AN ORDINANCE amending Section 1151.02 of the Massillon Code rezoning certain tracts of land from Jackson Township to Massillon Zoning, and declaring an emergency.

P/H 9/18

AUGUST 6, 2000

ORDINANCE NO. 160 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

JH
P
AN ORDINANCE accepting the **Final Plat for Autumn Ridge Estates No. 3**, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City engineer, and declaring an emergency.

ORDINANCE NO. 161 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

P
AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an **Estoppel Certificate** and to enter into a Subordination Agreement with Employees Real Estate Construction Trust Fund and Downtown Massillon Hotel, Ltd., and to enter into an agreement with the Massillon Community Improvement Corporation, **Charles Street Associates, Ltd.**, Downtown Massillon Hotel, Ltd., Firststar Bank N.A. and Employees Real Estate Construction Trust Fund, and declaring an emergency.

ORDINANCE NO. 162 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

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

ORDINANCE NO. 163 - 2000 BY: FINANCE COMMITTEE

50
1st
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve **Change Order No. 3**, for the **SR 21/ERIE Street Project**, without competitive bidding, with Central Allied Enterprise Inc., and declaring an emergency. *- Filhour - bridge*
6-2 for emergency

ORDINANCE NO. 164 - 2000 BY: FINANCE COMMITTEE

P
AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, General fund, WWT Bond Retirement Fund and the SA Shaw/Castle West Bond Retirement Fund, of the City of Massillon, for the year ending December 31, 2000, and declaring an emergency.

P
ORD # 165 - Finance - Appropriation

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

- A). LETTER OHIO DIVISION OF LIQUOR CONTROL REGARDING A HEARING SCHEDULED FOR AUGUST 14, 2000 AT 3:00 P.M. IN THE CANTON CITY HALL ON THE REQUEST OF PORTS PETROLEUM CO.,INC. FOR A LICENSE.**

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR JULY - 2000

B). AUDITOR SUBMITS MONTHLY REPORT FOR JULY - 2000

11. REPORTS OF COMMITTEES

AUGUST 6, 2000

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

ORDINANCE NO. 137 - 2000 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

P AN ORDINANCE vacating a portion of 14th Street S.W., and declaring an emergency.

ORDINANCE NO. 141 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

P AN ORDINANCE amending Section 1151.02 of the Massillon code of 1985 rezoning a certain tract of land from R-1 Single Family Residential to O-1 Office, and declaring an emergency

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 145 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

2nd AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an extension of an Oil and Gas Lease with Great Lakes Energy Partners, LLC for a 1.09 acre parcel owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 146 - 2000 BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

2nd AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an extension of an Oil and Gas Lease with Great Lakes Energy Partners, L.L.C. for a 1.24 acre parcel owned by the City of Massillon, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT

SHARON HOWELL

THERE IS A PUBLIC HEARING THIS EVENING REGARDING
ORDINANCE NO. 141 - 2000
AT 7:00 P.M.

DATE: August 6, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 155 - 2000

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, 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 South Massillon Trunk Sewer Project, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for, 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 South Massillon Trunk Sewer Project.

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 for and receive sealed bids according to law, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the South Massillon Trunk Sewer Project.

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 that bids be received so that work may be completed on the South Massillon Trunk Sewer Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2000

ATTEST: _____

SHARON HOWELL, CLERK OF COUNCIL

_____ DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

_____ FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 156 - 2000

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, receive sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the lease/purchase of three full size sedans for the City of Massillon Police Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids for and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the lease/purchase of three full size sedans for the City of Massillon Police Department.

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 for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the lease/purchase of three full size sedans for the City of Massillon Police Department.

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 Police 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 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 _____, 2000

ATTEST:

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: August ⁷ 1, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 157 - 2000

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

TITLE: AN ORDINANCE authorizing the Zoning Inspector of the City of Massillon, Ohio, to issue a conditional zoning certificate to Great Lakes Energy Partners, L.L.C., for a permit to drill a gas and oil well, which shall be known as the Gerstenslager Unit No. 1, located on a 5.90 acre parcel on the west side of 16th Street, S.E., south of Oak Avenue, S.E., and declaring an emergency.

WHEREAS, pursuant to Chapter 741 of the Codified Ordinances of the City of Massillon, Great Lakes Energy Partners, L.L.C. has filed a request for a permit to drill a gas and oil well known as the Gerstenslager Unit No. 1, located on a 5.90 acre parcel on the west side of 16th Street, S.E., south of Oak Avenue, S.E.

WHEREAS, on August 12th, 2000 this request will be brought before the City of Massillon Planning Commission for approval for a permit to drill a gas and oil well.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines that Great Lakes Energy Partners, L.L.C. be granted a conditional zoning certificate to drill a gas and oil well, which shall be known as the Gerstenslager Unit No. 1, located on a 5.90 acre parcel on the west side of 16th Street, S.E., south of Oak Avenue, S.E.

Section 2:

The Zoning Inspector shall issue a conditional zoning certificate to Great Lakes Energy Partners, L.L.C. to drill a gas and oil well, which shall be known as the Gerstenslager Unit No. 1, located on a 5.90 acre parcel on the west side of 16th Street, S.E., south of Oak Avenue, S.E.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and such emergency arising out of the necessity to issue such conditional zoning permits for gas and oil well drilling within the City. 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 _____ 2000

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

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

OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL & GAS, FOUNTAIN SQ., BLDG. A., COLUMBUS, OH 43224

INSTRUCTIONS ON REVERSE SIDE

FORM 1: Revised 04/91

1. I, We (applicant) Great Lakes Energy Partners, L.L.C. (address) 125 State Route 43, PO Box 550, Hartsville, OH 44632		2. Owner # 0006674 Phone # 330 - 877 - 6747	
I hereby apply this date July 25, 2000 for a permit to:			
<input checked="" type="checkbox"/> Drill	<input type="checkbox"/> Plug Back	<input type="checkbox"/> Plug & Abandon	<input type="checkbox"/> Convert
<input type="checkbox"/> Reissue	<input type="checkbox"/> Reissue & Revised Location	<input type="checkbox"/> Reopen	<input type="checkbox"/> Deepen
3. TYPE OF WELL: <input checked="" type="checkbox"/> Oil & Gas <input type="checkbox"/> Artificial Brine <input type="checkbox"/> Saltwater Injection <input type="checkbox"/> Industrial Waste <input type="checkbox"/> Storage of: <input type="checkbox"/> Other: Explain <input type="checkbox"/> Solution Mining <input type="checkbox"/> Enhanced Recovery			
(If type chosen has an asterisk (*), check appropriate box below)			
<input type="checkbox"/> Input/Injection	<input type="checkbox"/> Water Supply	<input type="checkbox"/> Production/Extraction	<input type="checkbox"/> Observation
4. MAIL Great Lakes Energy Partners, L.L.C. PERMIT 125 State Route 43 TO: PO Box 550 Hartsville, Ohio 44632			
5. COUNTY: STARK			
6. CIVIL TOWNSHIP: PERRY			
7. SECTION: 8 SE		8. LOT: ---	
9. FRACTION: ---		10. QTR TWP: ---	
11. TRACT/ALLOT: ---			
12. WELL #: 1			
13. LEASE NAME: GEESTENSLAGER UNIT			
14. PROPOSED TOTAL DEPTH: 4,500'			
15. GEOLOGICAL FORMATION: CLINTON SAND			
16. DRILLING UNIT IN ACRES (must be same as acres indicated on plat): 40			
IF PERMITTED PREVIOUSLY:			
17. API #: 34 --- * 14			
18. OWNER:			
19. WELL #:			
20. LEASE NAME:			
21. PREVIOUS TOTAL DEPTH:			
22. PREVIOUS GEOLOGICAL FORMATION:			
23. MEANS OF INGRESS CO Rd 248 TWP Rd 16TH STREET Twp Rd State Hwy			
24. TYPE OF TOOLS <input type="checkbox"/> Cable <input type="checkbox"/> Air Rotary <input type="checkbox"/> Fluid Rotary <input checked="" type="checkbox"/> Air & Fluid Rotary <input type="checkbox"/> Cable & Air Rotary <input type="checkbox"/> Cable & Fluid Rotary <input type="checkbox"/> Cable & Air, Rotary & Fluid Rotary			
25. PROPOSED CASING PROGRAM: 100" - 13 3/8" 8 5/8" - thru Big Injun or Berea 4 1/2" - thru Production Formation			
26. IF SURFACE RIGHTS ARE OWNED BY THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES Division Telephone			
27. FIRE AND MEDICAL DEPT. TELEPHONE NUMBERS Closest to Well Site: Fire 330 - 833 - 1051 Medical 330 - 833 - 1051			
28. MEANS OF EGRESS CO Rd 248 TWP Rd Municipal Rd 16TH STREET State Hwy			
29. LANDOWNER ROYALTY INTEREST			
Name Address Name Address Name Address Name Address Name Address Name Address			

I, the undersigned, being first duly sworn, depose and state under penalty of perjury that I am authorized to make this application, that this application was prepared by me or under my supervision and direction, and that the facts stated therein are true, correct, and complete, to the best of my knowledge.

I, the undersigned, further depose and state that I am the person who has the right to drill upon the tract of land or drilling unit, described in this application, and that I have the right to produce oil or gas from a pool, reservoir, and to appropriate the oil or gas that I produce therefrom either for myself or others. And furthermore, I, the undersigned, being duly sworn, depose and state at this time I am not liable for a civil responsibility in order of a court for damages to streets, roads, highways, bridges, culverts, or drainage systems pursuant to Section 3517.12 of the Ohio Revised Code, and that all requirements of any political subdivision having jurisdiction over an activity related to the drilling or operation of this oil or gas well that are in effect at the time of this application and are in effect with the Division of Oil and Gas, including but not limited to zoning ordinances and the requirements of Section 4313.14 of the Ohio Revised Code, will be complied with until amendment of this well. If applying for a permit to plug and abandon a well, I hereby certify that the written notices, as required in Section 1509.13, Ohio Revised Code, have been given.

That I hereby agree to conform with all provisions of Chapter 1509 of the Ohio Revised Code, to all orders and rules issued by the Chief, Division of Oil and Gas.

Signature of Owner/Authorized Agent: Richard C. Sprangule
Name (Type or Print): RICHARD C. SPRANGULE
If signed by Authorized Agent, a certified copy of appointment of agent must be on file. Title: MANAGER OF PERMITTING
Date: 25TH day of JULY, 2000
Notary Public, State of Ohio
My Commission Expires June 17, 2001
Recorded in Stark County

Before this application can be processed, Form 9 (Authority and Organization Form), indicating the exact owner name on this Form 1, and proof of compliance with the surety requirements of Chapter 1509.07 of O.R.C. must be on file with the Division of Oil & Gas. If a new owner name (i.e. one not previously filed with the Division) is used, a Form 9 and evidence of meeting the surety requirements must be filed with this application.

All information requested on this form must be provided unless exempted by the instructions below. Incomplete applications will be returned to the applicant. An application for a permit requires the following:

- a. Original and (2) copies of the application;
- b. Original and (4) copies of an Ohio Registered surveyor's plat;
- c. Original and (1) copy of the restoration plan;
- d. Original and (1) copy of the Brine Storage and Final Disposal Plan;
- e. \$250.00 check or money order for a permit fee to drill, reopen, reissue, deepen, and plug back; or \$50.00 check or money order for a permit to plug and abandon.
- f. \$100.00 check or money order for a permit to drill, reopen, reissue, deepen, plug back or convert a well to saltwater injection.
- g. \$50.00 check or money order if brine is to be disposed of by any method other than underground injection or enhanced recovery as stated on the Plan for Storage and Disposal of Brine and Other Waste Substances.

(MAKE CHECKS PAYABLE TO THE DIVISION OF OIL & GAS)

Item 1. Provide requested information.

Item 2. Indicate owner number in blank. If owner number is not known, ensure that the owner name is identical to owner name that is on the Form 9 (Authority and Organization Form) that is on file with the Division.

Item 3. Indicate the type of well for which the application is being submitted.

Item 4. Provide name, address, city, state and zip code where the permit is to be mailed.

Item 5 - 13. Indicate drilling location.

Item 14 - 16. Provide requested information.

Section 17. Complete when application is for a permit to reopen, deepen, reissue, plug back, convert, or plug & abandon. If API # is unknown indicate previous permit number.

Items 18 - 22. Complete if application is to reissue a previous permit, or to plug back, convert, deepen, reopen or plug & abandon an existing well.

Item 23. List all County, Township, and/or Municipal Roads, Streets and Highways by name or number that applicant anticipates to use as means of ingress to the well site.

Item 24. Indicate type of tools to be used.

Item 25. Indicate size and amount of casing to be used.

Item 26. Complete if surface rights are owned by the Department of Natural Resources.

Item 27. Indicate fire and medical department emergency telephone numbers closest to the well site.

Item 28. List all County, Township, and/or Municipal Roads, Streets and Highways by name or number that applicant anticipates to use as means of egress from the well site.

Item 29. List names and addresses of landowner royalty interest holders. Names must coincide with those shown on the designated unit or subject tract on the surveyor's plat or an explanation must be included. (Overriding royalty and working interests are not required.)

For use by DIVISION OF OIL AND GAS and DIVISION OF MINES

Is location within a coal bearing township?
A landowner affidavit has been attached?
Application referred to Division of Mines?
Approved by _____
Disapproved by _____
Explanation _____

Yes _____ No _____
Yes _____ No _____
Date _____ By _____
Date _____
Date _____

Thomas P. & Mia Woodliff
1327 Oak Street SE
Massillon, OH 44646

Lawrence E. & Nancy L. Englehardt
1311 Oak Street
Massillon, OH 44646

Emil & Margaret Miller
1303 Oak Street SE
Massillon, OH 44646

James R. & Patricia A. Solinger
1235 Oak Street SE
Massillon, OH 44646

Alice L. Aiken
1227 Oak
Massillon, OH 44646

Bonnie L. Spicocchi
1219 Oak Street
Massillon, OH 44646

Bobby C. Grizzard
1337 Oak St., SE
Massillon, OH 44646

Massillon CSD
207 Aok Ave., SE
Massillon, OH 44646

City of Massillon
One James Duncan Plaza
Massillon, OH 44646

M. & C. Gerstenslager
806 Windsong Circle
Massillon, OH 44646

Republic Steel
410 Oberlin Ave., SW
Massillon, OH 44647

RESTORATION PLAN
OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS

1. DATE OF APPLICATION: <u>7/25/00</u>		FORM 4: Revised 03/85	
2. OWNER NAME, ADDRESS, & TELEPHONE #s: Great Lakes Energy Partners, L.L.C. 125 State Route 43 PO Box 550 Hartsville, Ohio 44632 (330) 877-6747		3. API #: <u>34</u> 4. WELL #: <u>/</u> 5. LEASE NAME: <u>GERSTENSLAGER UNIT</u> 6. PROPERTY OWNER: <u>MRS. GERSTENSLAGER</u> 7. COUNTY: <u>STARK</u> 8. CIVIL TOWNSHIP: <u>PERRY</u> 9. SECTION: <u>8</u> 10. LOT: <u>—</u>	
11. CURRENT LAND USE: <input type="checkbox"/> Cropland <input type="checkbox"/> Commercial <input type="checkbox"/> Pasture <input checked="" type="checkbox"/> Idle Land <input type="checkbox"/> Wetlands <input type="checkbox"/> Recreational <input checked="" type="checkbox"/> Residential <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Unreclaimed strip mine <input type="checkbox"/> Woodland: Circle <u>Broad-leaved</u> or <u>Needlelike</u>		17. TYPE OF WELL: <input checked="" type="checkbox"/> Oil <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Other 18. STEEPEST SLOPE GRADIENT CROSSING SITE: <input type="checkbox"/> 0 to 2% <input checked="" type="checkbox"/> 2.1 to 8% <input type="checkbox"/> 8.1 to 10% <input type="checkbox"/> 10.1 to 24% <input type="checkbox"/> greater than 24%	
12. SLOPE GRADIENT & LENGTH DETERMINED FROM: <input type="checkbox"/> Ground measurement <input checked="" type="checkbox"/> U.S. Geological Survey Topographical Maps <input type="checkbox"/> Other, explain _____		19. LENGTH OF STEEPEST SLOPE CROSSING SITE: <input type="checkbox"/> 1 to 100 ft. <input checked="" type="checkbox"/> 101 to 200 ft. <input type="checkbox"/> 201 to 400 ft. <input type="checkbox"/> greater than 400 ft.	
13. TYPE OF FALL VEGETAL COVER: <input type="checkbox"/> Little or no vegetal cover <input checked="" type="checkbox"/> Short grasses <input type="checkbox"/> Tall weeds or short brush (1 to 2 ft.) <input type="checkbox"/> Brush or bushes (2 to 6 ft.) <input type="checkbox"/> Agricultural crops <input checked="" type="checkbox"/> Trees with sparse low brush <input type="checkbox"/> Trees with dense low brush		20. RESTORATION OF DRILLING PITS: ** <input checked="" type="checkbox"/> Haul drilling fluids and fill pits <input type="checkbox"/> Use steel circulating tanks <input type="checkbox"/> Proposed alternative _____	
14. SOIL & RESOILING MATERIAL AT WELLSITE: <input checked="" type="checkbox"/> Stockpile & protect topsoil to be used when preparing seedbed <input type="checkbox"/> Use of soil additives (e.g. lime, fertilizer) <input type="checkbox"/> No resoiling planned <input type="checkbox"/> Proposed alternative _____		21. BACKFILLING AND GRADING AT SITE: <input type="checkbox"/> Construct diversions channelled to naturally established drainage systems <input type="checkbox"/> Construct terraces across slopes <input checked="" type="checkbox"/> Grade to approximate original contour <input type="checkbox"/> Grade to minimize erosion & control offsite runoff <input type="checkbox"/> Proposed alternative _____	
15. DISPOSAL PLAN FOR TREES AND TREE STUMPS: <input type="checkbox"/> No trees disturbed <input type="checkbox"/> Haul to landfill <input checked="" type="checkbox"/> Cut into firewood <input type="checkbox"/> Sell to lumber co. <input type="checkbox"/> Bury with landowners approval <input type="checkbox"/> Milch sm. trees & branches, erosion control <input type="checkbox"/> Use for wildlife habitat w/landowner approval <input type="checkbox"/> Proposed alternative _____		22. VEGETATIVE COVER TO BE ESTABLISHED AT SITE: <input checked="" type="checkbox"/> Seeding plan <input type="checkbox"/> Sod <input type="checkbox"/> Agricultural crops <input type="checkbox"/> Trees &/or Bushes <input type="checkbox"/> Proposed alternative _____	
16. SURFACE AND SUBSURFACE DRAINAGE FACILITIES: <input checked="" type="checkbox"/> No existing drainage facilities for removal of surface and/or subsurface water <input type="checkbox"/> Tile drainage system underlying land to be disturbed <input type="checkbox"/> Drain pipe(s) underlying land to be disturbed <input type="checkbox"/> Surface drainage facilities on land to be disturbed		23. ADDITIONAL HOLES: <input checked="" type="checkbox"/> Rat/Mouse, if used, will be plugged.	
24. PROPOSED OR CURRENT LENGTH OF ACCESS ROAD: <input type="checkbox"/> 100 ft. or less <input type="checkbox"/> 101 to 500 ft. <input checked="" type="checkbox"/> 501 to 1500 ft. <input type="checkbox"/> greater than 1500 ft.		25. CURRENT LAND USE OF PATH OF ACCESS ROAD: <input type="checkbox"/> Cropland <input type="checkbox"/> Pasture <input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Idle land <input type="checkbox"/> Wetlands <input type="checkbox"/> Recreational <input type="checkbox"/> Industrial <input type="checkbox"/> Residential <input type="checkbox"/> Unreclaimed strip mine <input type="checkbox"/> Woodland (Circle <u>Broad-leaved</u> or <u>Needlelike</u>)	

REQUIRED BY SECTION 1509.06 (L), OHIO REVISED CODE - FAILURE TO SUBMIT MAY RESULT IN AN ASSESSMENT OF CRIMINAL FINES NOT LESS THAN \$100.00 NOR MORE THAN \$2,000.00 OR CIVIL PENALTIES NOT LESS THAN \$4,000.00.

<p>26. SURFACING MATERIAL FOR ACCESS ROAD:</p> <p><input checked="" type="checkbox"/> Gravel <input type="checkbox"/> Brick and/or tile waste</p> <p><input type="checkbox"/> Slag <input type="checkbox"/> Crushed stone</p> <p><input type="checkbox"/> No surfacing material to be used</p> <p><input type="checkbox"/> Proposed alternative _____</p>	<p>28. GRADING & EROSION CONTROL PRACTICE ON ROAD:</p> <p><input type="checkbox"/> Diversions <input type="checkbox"/> Water breaks <input type="checkbox"/> Drains</p> <p><input checked="" type="checkbox"/> Outsloping of road <input type="checkbox"/> Open top culverts</p> <p><input checked="" type="checkbox"/> Pipe culverts <input type="checkbox"/> Filter Strips <input type="checkbox"/> Rip rap</p> <p><input type="checkbox"/> Proposed alternative _____</p>
<p>27. PATH OF ACCESS ROAD TO BE DETERMINED BY:</p> <p><input checked="" type="checkbox"/> Landowner <input type="checkbox"/> Contractor</p> <p><input type="checkbox"/> Existing access road <input type="checkbox"/> Operator</p>	<p>29. STEEPEST SLOPE GRADIENT ON ACCESS ROAD:</p> <p><input checked="" type="checkbox"/> 0 to 5% <input type="checkbox"/> 6 to 10% <input type="checkbox"/> greater than 10%</p> <p>30. APPROX. LENGTH OF STEEPEST SLOPE ON ROAD:</p> <p><input type="checkbox"/> 0 to 100 ft. <input checked="" type="checkbox"/> 101 to 200 ft.</p> <p><input type="checkbox"/> 201 to 400 ft. <input type="checkbox"/> greater than 400 ft.</p>
<p>31. HAS LANDOWNER RECEIVED A COPY OF THIS RESTORATION PLAN? Yes <input checked="" type="checkbox"/> No</p>	

The undersigned hereby agrees to implement all restoration operations identified on this form, and conform to all provisions of Section 1509.072 of the Ohio Revised Code, and to all orders and rules issued by the Chief, Division of Oil and Gas.

Signature of Owner/Authorized Agent Richard C. Spangule

Name (Typed or Printed) RICHARD C. SPANGULE Date 7/25/00

Restoration Plan must be submitted to the Division in duplicate.



ACCOUNTS PAYABLE

No. A-10088

PO BOX 550
HARTVILLE, OHIO 44632-0550
PH. 330-877-6747

56-1544/441

DATE AMOUNT
\$250.00PAY
TO THE
ORDER
OFState Of Ohio - Div of Oil & Gas
Permitting Section Building #B-3
4383 Fountain Square Drive
Columbus OH 43224

VOID AFTER 90 DAYS

BANK ONE, NA, CIRCLEVILLE, OHIO OFFICE

⑈0000010088⑈ ⑆044115443⑆ 627117773⑈

REMITTANCE STATEMENT - DETACH BEFORE DEPOSITING

DATE	REFERENCE OR DESCRIPTION	ACCT. NO.	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
	501-153-005	265012-001 AFE # 20861			\$250.00

Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10088



ACCOUNTS PAYABLE

No. A-10087

PO BOX 550
HARTVILLE, OHIO 44632-0550
PH: 330-877-6747

56-1544/441

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Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10087



ACCOUNTS PAYABLE

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Great Lakes Energy Partners, L.L.C.
ACCOUNTS PAYABLE

No. A-10087

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 158 - 2000

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with the Unclassified Employees, Classified Employees, and the Classified and Unclassified Supervisory Employees, now referred to as ACUE that shall be in effect from March 12th, 2000 through March 30th, 2003.

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 enter into a contract agreement with the Unclassified Employees, Classified Employees, and the Classified and Unclassified Supervisory Employees that shall be in effect from March 12th, 2000 through March 30th, 2003

Section 2:

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 additional reason that it is necessary for the more efficient operation of the various departments in 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 7th DAY OF August 2000

APPROVED: Sharon Howell Dennis D. Harwig Jr.
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: August 8, 2000 Francis H. Cicchinelli Jr.
FRANCIS H. CICCHINELLI, JR., MAYOR

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

THE CITY OF MASSILLON, OHIO

AND

**ALL CLASSIFIED AND UNCLASSIFIED EMPLOYEES AND
SUPERVISORS**

MARCH 12, 2000 THROUGH MARCH 30, 2003

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ARTICLE I

PREAMBLE

This Agreement made and entered into this _____ by and between the City of _____ Massillon, Ohio, (hereinafter referred to as the "EMPLOYER") and the Classified and Unclassified Employees and Supervisors (hereinafter referred to as "ACUE").

WHEREAS, it is the intent and the purpose of the parties hereto that this Agreement respect and promote the responsibilities and obligations of the "EMPLOYER" as well as the interests of its employees; avoid interruptions to and interferences with the City's services to the public; and set forth herein rates of pay, hours of work, and conditions of employment for employees covered by this Agreement.

For the purpose of administering this agreement, the responsibility of the "EMPLOYER" shall be the Mayor, Service Director or his designee.

NOW, THEREFORE, In consideration of their mutual covenants herein contained, the parties agree to as follows:

ARTICLE II - RECOGNITION

The "EMPLOYER" recognizes the "COMMITTEE" as the sole and exclusive representative of the "ACUE" hereinafter defined for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions within the "ACUE".

Section 1

The term "employee" as used throughout this Agreement shall apply to those full time employees who are employed in the following City Departments as Classified or Unclassified Employees and/or Classified or Unclassified Supervisors.

CITY DEPARTMENTS IN BARGAINING GROUP

AUDITOR'S DEPARTMENT

BUILDING DEPARTMENT

CITY HALL & PUBLIC BUILDINGS (CUSTODIAL/JANITORIAL DEPT.)

CIVIL SERVICE COMMISSION

COLLECTIONS DEPARTMENT

COMMUNITY DEVELOPMENT/PLANNING

DATA CENTER

ENGINEERING DEPARTMENT

GOLF COURSE DEPARTMENT

HEALTH DEPARTMENT

HUMAN SERVICES DEPARTMENT

MAYOR'S OFFICE

INCOME TAX DEPARTMENT

LAW DEPARTMENT

MUNICIPAL COURT

ARTICLE II - RECOGNITION (CONT.)

CITY DEPARTMENTS IN BARGAINING GROUP (CONT.)

PARK AND RECREATION DEPARTMENT

PARKING ENFORCEMENT

POLICE DEPARTMENT

SERVICE DEPARTMENT

SAFETY-TRAFFIC DEPARTMENT

SENIOR CITIZENS DEPARTMENT

SOLID WASTE DEPARTMENT

STREET DEPARTMENT

WASTE WATER TREATMENT DEPARTMENT

ARTICLE III - EMPLOYEE REPRESENTATION

Section 1

The "ACUE" shall be permitted a negotiating committee with three (3) representatives-at-large. Each committee representative shall also have an alternate representative during the committee representative's absence.

Section 2

The "COMMITTEE" shall submit written notification to the "EMPLOYER" containing the names of each committee representative and alternate representative, and shall notify the "EMPLOYER" promptly of any changes.

Section 3

Committee representatives shall be permitted reasonable time without loss of pay to investigate and process grievances during working hours, upon notification to the supervisor. Permission to investigate and process grievances shall not be unreasonably withheld.

ARTICLE III cont.

Section 4 LABOR/MANAGEMENT MEETINGS

In the interest of sound labor/management relations, on a mutually agreeable day and time, the Service Director and/or his designee, and Mayor and/or his designee shall meet with not more than three (3) representatives of the committee to discuss pending problems and to promote a more harmonious labor/management relationship.

An agenda will be furnished at least five (5) working days in advance of the requested meetings with a list of matters to be taken up in the meeting, and the name of those union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the "ACUE" of changes made by the Employer which affect "ACUE".
- C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. To consider and discuss health and safety matters relating to employees.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible. If a needed member of either labor or management is on an authorized leave, a mutual day shall be arranged.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1

The term "grievance" as used herein, means any dispute which may arise between the "EMPLOYER" and an employee or between the "EMPLOYER" and "COMMITTEE" concerning the application or interpretation of any provision of this Agreement.

Section 2

It is the intention of the "EMPLOYER" and the "ACUE" that this formal grievance procedure shall only be used when grievances between an employee and his supervisor or between the "EMPLOYER" and the "ACUE" cannot be settled informally.

Step 1 The grievance in writing shall be taken up by the aggrieved employee, accompanied by Committee Representative if desired, within five (5) working days after occurrence of the facts giving rise to the grievance.

The immediate supervisor shall give his answer in writing within five (5) working days.

Step 2 The "COMMITTEE OR EMPLOYEE" shall present the grievance in writing to the Service Director within five (5) working days.

The Service Director shall give his answer in writing within five (5) working days.

If no satisfactory settlement is reached, then proceed to:

Step 3 The "COMMITTEE OR EMPLOYEE" shall present the grievance in writing, together with all related material to the Mayor within five (5) working days.

The Mayor shall, within five (5) working days after the grievance is presented at Step 3, meet with the committee representative, the grieving employee and other witnesses as needed concerning the grievance.

A decision in writing shall be made by the Mayor within ten (10) working days after the meeting is held concerning the grievance. If no satisfactory settlement is reached, then proceed to:

ARTICLE IV - GRIEVANCE PROCEDURE cont.

Step 4

Any grievance, involving the interpretation, application or enforcement of the provisions of this Agreement or any unresolved question, dispute or complaint regarding the conditions of employment which has not been satisfactorily settled in the foregoing steps of the grievance procedure, may be arbitrated.

Arbitration proceedings may be initiated by the committee representative and the grieving employee within fifteen (15) days of the written disposition of such grievance by the Mayor. The decision of such arbitrator shall be in writing and binding upon parties hereto. Exception - monetary awards over \$5,000 may be accepted by the "EMPLOYER" or referred to Council or to the Courts.

Binding arbitration may be initiated by the "COMMITTEE" serving upon the "EMPLOYER" a notice in writing of an intent to proceed to arbitration. Unless the parties can, within five (5) days following the receipt of such written notice, agree upon the selection of an arbitrator, either party may in writing request the American Arbitration Association to submit a list of nine (9) arbitrators to both parties. The parties shall within five (5) working days of the receipt of said list meet for the purpose of selecting the arbitrator by alternately striking names from said list until one name remains. Such person shall then become the arbitrator. The arbitrator so selected shall hold a hearing at a time and place convenient to the parties. In the event the arbitrator is unable to schedule a hearing within a thirty (30) day period after his selection or a mutually agreed upon date beyond the thirty (30) days period, the parties may select another arbitrator. All expenses which may be involved in the arbitration proceeding shall be borne by the EMPLOYER and the GRIEVANT equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required. The arbitrator shall not have the authority to add to, subtract from or modify such expressed terms and provisions of this agreement.

ARTICLE IV - GRIEVANCE PROCEDURE cont.

Section 3

Any grievance not timely appealed from the written disposition of the "EMPLOYER'S" Representative in any of the Steps of the Grievance Procedure, shall be considered as having been accepted by the employee and "COMMITTEE" representative on the basis of the disposition last made, and shall not be subject to further appeal. The failure of the "EMPLOYER" to answer a grievance within the time limits, at any step of the Grievance Procedure, shall be considered a settlement of the grievance in favor of the grievant.

Grievances involving the suspension or discharge of an employee and/or grievances effecting a group of employees, may be filed directly at Step 3 of the grievance procedure by the "COMMITTEE" representative.

ARTICLE V - COMMITTEE ACTIVITY - VISITATIONS

Section 1

Committee Representatives of the employees may enter departments of the "EMPLOYER" to determine if provisions of this Agreement are being observed and for attending meetings with representatives of the "EMPLOYER" pertaining to employee matters, or any matter pertaining to wages, hours, terms of all conditions of employment covered under the terms and conditions of this agreement, upon notification to, and permission of, the employee's immediate supervision. Such permission shall not be arbitrarily withheld.

ARTICLE VI - WORK WEEK

Section 1

- (1) The normal work week for all employees covered by this contract shall be forty (40) hours per week and from 8:30 A.M. to 4:30 P.M., Monday through Friday.
- (2) The normal work week shall not be changed unless the "EMPLOYER" and the "EMPLOYEE" mutually agree to such changes.
- (3) The normal work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, seven (7) days a week, shall be five consecutive eight (8) hour days.

ARTICLE VI - WORK WEEK cont.

Section 2

Employees shall be paid only for actual scheduled hours worked other than holidays, sick leave, vacations, or compensatory time.

ARTICLE VII - OVERTIME

Section 1

Employees shall be paid one and one-half (1 ½) times their normal hourly rate of pay for any work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours in any one (1) work week.

Section 2

If an employee elects to work past the end of a normal work day, he/she may be granted time off if approved by the "EMPLOYER". If an employee is required to work over, it shall be considered overtime.

Section 3

Employees shall be paid double times (2x) the employee's normal rate of pay for work performed on the seventh (7th) consecutive day of the employee's work week.

Section 4

For purposes of computing overtime, credit shall be given for paid vacations, paid holidays, and jury duty days.

Section 5

All overtime worked by employees covered by this contract must be approved by their Department Head.

ARTICLE VII - OVERTIME cont.

Section 6

Compensatory time off will be granted as an option of the employee. If the employee elects to take compensatory time off in lieu of overtime pay for any overtime worked, such compensatory time shall be granted by his administrative supervisor on time-and-one-half (1 1/2) basis at a time mutually convenient to the employee and the administrative supervisor. On the first (1st) payday in June and the first (1st) payday in December all compensatory time over sixty (60) hours will be paid at the regular hourly rate.

Section 7

An employee called back to work beyond his normal quitting time shall be paid at the overtime rate (1 1/2) for all hours worked but shall receive a minimum payment of two (2) hours of overtime at time and a half.

ARTICLE VIII - BULLETIN BOARD

Section 1

Any notices shall be hand delivered to all members of the "ACUE".

ARTICLE IX - SENIORITY

Section 1

Seniority shall be an employee's length of continuous service with the "EMPLOYER", department or job classification, depending on the question involved. An employee shall have no seniority for the probationary period, but upon completion of the probationary period seniority shall be retroactive to the date of hire.

There will be a probationary period of ninety (90) days for new employees hired under the terms of this contract.

Seniority shall be lost if suspension accepted or upheld for a period of thirty (30) days or longer.

ARTICLE X - LEAVES OF ABSENCE (SICK LEAVE)

SECTION 1.

Each full-time employee of the "EMPLOYER" shall be entitled to 4.6 hours of sick leave for each 80 hours worked. Sick leave shall be calculated without limit.

SECTION 2.

Sick leave shall be granted to an employee only upon approval of the appointing authority and for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family. In case of a member of the immediate family not living in the same household, the appointing authority may credit sick leave when he believes it justified, but such cases should be carefully investigated.
- B. Medical, dental, or optical examination or treatment of employees or member of his immediate family which requires the employee, and which cannot be reasonably scheduled during non-working hours.
- C. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- D. Death of a member of his immediate family (sick leave usage is limited to five (5) calendar days).
- E. Definition of "IMMEDIATE FAMILY" as defined in State Civil Laws.
"IMMEDIATE FAMILY" shall mean:

SPOUSE
MOTHER
FATHER
SISTER-IN-LAW
BROTHER-IN-LAW
CHILDREN
SON-IN-LAW

MOTHER-IN-LAW
FATHER-IN-LAW
GRANDPARENTS
SISTER
BROTHER
GRANDCHILDREN
DAUGHTER-IN-LAW

LEGAL GUARDIAN OR OTHER PERSON WHO STANDS IN
PLACE OF A PARENT (LOCO PARENTIS)

- F. Abuse of sick leave: Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action, up to and including dismissal.

ARTICLE X - LEAVES OF ABSENCE (SICK LEAVE) CONT.

SECTION 3

- A. Absences shall be reported to the employee's department before the regular starting times on each day of absence. In case of extended illness, the employee shall be expected to periodically inform his/her supervisor or department head of his/her progress and expected date of return to work.
- B. An employee who has separated his service with the "EMPLOYER" and is re-employed, will have his previously accumulated sick leave placed to his credit upon the date of re-employment.
- C. An employee shall be paid eight (8) hours pay at the employee's normal hourly rate of pay for holidays occurring during an approved sick leave. Such holidays shall not be charged to the employee's accumulated sick leave.
- D. Employees may use up to four (4) personal days a year without penalty and chargeable to accumulated sick leave, with at least five (5) days advance notification. Personal time may be used in four (4) hour increments, either at the beginning or the end of a work day, upon approval of the department head. Personal leave is not to be used as vacation, but to conduct personal business that cannot be conducted otherwise outside of the employees' working schedule.

SECTION 4 - UNPAID SICK LEAVE

An employee having completed the required initial (90) day probationary period shall be granted an unpaid sick leave of absence for a period not to exceed six (6) months because of personal illness or injury upon application supported by medical evidence.

SECTION 5 - ABSENTEE POLICY

- A. An incident of absence is any day, consecutive day or part of a day that an employee is not at work other than personal day, holiday, vacation, jury duty, court appearance (if subpoenaed), approved leave of absence, injury leave, pre-approved absence of one (1) day or less due to a doctor's appointment, hospitalization, or bereavement leave.
- B. Pre-arranged absence of one (1) day or less for doctor's or dentist's appointment will not be charged as an absence occurrence providing the employee supplies documentation to support the appointment or visit. Emergency absences may result in the employee being required to present accepted documentation.
- C. After the fifth (5th) incident, management will counsel the employee directly and document the session. An incident is defined as each separate occasion of absence as defined in Section 5, Paragraph A. After the sixth (6th) incident,

ARTICLE X - LEAVES OF ABSENCE (SICK LEAVE) CONT.

management will issue a verbal warning, seven (7) incidents of absenteeism within a 12 month period will result in a written warning. Eight (8) incidents of absenteeism within a 12 month period will result in a suspension. Any further incidents of absenteeism within a 12 month period will result in additional disciplinary action, including termination. The infraction period will be based upon a "rolling" calendar.

- D. Mitigating circumstances to incidents of absenteeism will only be considered by the Employer when the pattern has progressed beyond the written warning stage, and when the employee notifies the Employer before any disciplinary action is taken.
- E. "Pattern Abuse" shall constitute grounds for discipline apart from and/or in addition to paragraph C above. Pattern abuse consists of absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, vacation days, and/or consistent or regular usage of sick leave.

SECTION 6

This article shall not interfere with existing sick leave credit given employees for unused sick leave prior to the effective date of this agreement.

SECTION 7

Any Bargaining Unit Member may donate up to two (2) of their accumulated sick days to a member of the same Bargaining Unit Member's accumulated sick leave where said person, because of illness, has used up all of their available time, i.e., Vacation, Comp. Time and Sick Time. No more than sixteen (16) hours may be donated in a calendar year, upon approval of the Bargaining Unit.

ARTICLE XI - UNPAID LEAVES OF ABSENCE

Section 1 - PERSONAL LEAVE

Any employee who has completed the required initial probationary period who believes he has a justifiable reason may apply for a leave of absence not to exceed ninety (90) days for personal reasons. Such leaves shall be granted for good cause if the employee's absence will not adversely affect efficient operation of the department in which he works, upon comment of the department head and the approval of the Service Director.

ARTICLE XI - UNPAID LEAVES OF ABSENCE (CONT.)

Section 2 - MILITARY LEAVE

- A. Bargaining Unit Members who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States, and who have been employed for at least ninety (90) days, shall be granted an extended leave of absence without pay for military duty in accordance with law, and after discharge, shall be restored to employment with the Employer upon request.
- B. Any Bargaining Unit Member who is temporarily called for mandatory active duty (e.g., summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay (upon receipt of a service pay voucher) for a period not to exceed one hundred seventy-six (176) hours in any calendar year. Said Member shall accumulate vacation and sick leave credit during the period of his leave.
- C. Bargaining Unit Members on military leave who thereafter return to employment with the employer shall receive retirement credit for all time spent in active military service.
- D. An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters an extended active duty beyond that required upon accepting a commission, is not eligible for reinstatement with the employer.
- E. Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.
- F. A veteran separated or discharged under honorable conditions must make application for re-employment to his or her former classification within ninety (90) days after discharge or release from hospitalization due to in service injury or illness which has not exceeded a period of more than one (1) year. The following procedures shall apply:
 - 1. Reinstatement shall be accomplished within thirty (30) days after application is received by the Employer providing the veteran has remained physically qualified to perform the duties of the classification. When a disability in the military service precludes restoration to the original classification, the veteran shall be reinstated to a classification and position of like status and pay, compatible with his or her physical condition, provided such classification and position are available.
 - 2. A photostatic copy of the discharge or certification of service must accompany all requests for reinstatement or reappointment.

ARTICLE XI - UNPAID LEAVE OF ABSENCE (CONT.)

Section 2 - MILITARY LEAVE (cont.)

3. The veteran is entitled to salary benefits or other advancement accruing to the position during military absence as follows:
 - a. Sick leave - that amount which has been accumulated at the time of entering service.
 - b. Vacation leave - time spent on military leave will be counted in determining the employees length of service, but no vacation credit will be accumulated during the time spent on military leave.
 - c. Change in classification or pay range which would have accrued to the employee if he or she had been on the job; and
 - d. Any automatic salary adjustments associated with the position that the employee would have received had he or she been on the job.
- G. The foregoing provision of this Article reflect accurately the applicable provisions of existing federal law and regulations. In the event of a change in such law or regulation, provisions of this Article will be amended to accurately reflect such changes.

Section 3 - INDUSTRIAL ILLNESS - INJURY

In cases of compensable industrial illness or injury, a leave of absence shall be granted when appropriately supported by medical evidence. Such leave shall be automatically terminated when the employee is placed upon such degree of permanent disability as prevents his performance of the duties of his job or when he returns to work.

ARTICLE XII - SALARY FOR DISABLED EMPLOYEES

Section 1

When an employee is disabled due to injury in the discharge of his duty, he shall be paid his regular salary for a minimum of 90 Days.

Section 2

After 90 Days of an employee's period of disability the department supervisor and the Safety-Service Director may, at their option, extend for an additional 90 Days the period of disability or order said employee to submit to examination by a physician approved by the Employer and employee to determine the extent of the disability. If such examination is ordered, the Service Director shall notify the "ACUE" immediately in writing and in advance of the examination. The employee shall not be responsible for any charges or fees resulting from said examination.

ARTICLE XII - SALARY FOR DISABLED EMPLOYEES cont.

Section 3

This disability leave shall be used before an employee's accumulated sick leave can be used.

Section 4

Should the period of disability exceed the disability leave the "EMPLOYER" shall continue to provide said employee with full normal insurance coverage for at least six (6) additional months. The provisions of this Article shall in no event exceed the period of disability.

ARTICLE XIII - PROVISIONS REGARDING LEAVES OF ABSENCE

Section 1

All leaves of absence (and any extensions thereof), must be applied for and granted or rejected, within five (5) working days, writing on forms to be provided by the "EMPLOYER". An employee may, upon request, return to work prior to the expiration date of any leave of absence if such return is agreed to by the "EMPLOYER". When an employee returns to work after leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists at his current rate of pay.

Section 2

If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the "EMPLOYER" may cancel the leave, direct the employee to return to work, and impose disciplinary action.

Section 3

An employee who fails to report to work at the expiration or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to loss of seniority under Article IX, Seniority.

ARTICLE XIV - JURY DUTY

Any employee who is called for jury duty during any regular scheduled work day shall be excused from work for the day which he serves. He shall be required to return to work promptly after being excused from jury duty to complete the balance of his regularly scheduled hours. Payment for such jury duty shall be the difference between his regular straight time pay and the payment he received for jury duty. The employee shall present proof of service and the amount of pay to the department head.

ARTICLE XV - VACATIONS

Section 1

All employees except temporary and seasonal employees shall earn vacation with pay at the following rate:

- (A) Two (2) calendar weeks per year after the completion of one (1) full year of employment.
- (B) Three (3) calendar weeks per year after the completion of five (5) full years of employment.
- (C) Four (4) calendar weeks per year after the completion of ten (10) full years of employment.
- (D) Five (5) calendar weeks per year after the completion of fifteen (15) full years of employment.
- (E) Six (6) calendar weeks after twenty (20) full years of employment.

Section 2

Vacations become due on or after January 1st of each year. After an employee completes one (1) full year of service, the anniversary date of employment for vacation purposes shall be January 1st of each year. Service credit shall be given for consecutive service in any department of the Employer, including approved leave of absence.

ARTICLE XV - VACATIONS (CONT.)

Section 3

Vacations shall be scheduled by seniority in each department upon the request of the employee. Seniority will be in effect for the first thirty (30) days after the employee has requested his vacation. After thirty (30) days seniority cannot bump the employee from the days he has scheduled. The vacation period shall be from January 1 through December 31, and no portion of the vacation may be carried over into the next year. The employee's vacation request shall be granted unless such request allegedly affects operations of the department in which the employee works. In that event, Management shall grant at least one (1) employee his/her request and right to accrued vacation during any period or periods of any year. In event of denial of an employee's vacation request, a meeting shall be scheduled between the Committee Representative and the Safety-Service Director to resolve the dispute.

Section 4

Holidays occurring during an employee's vacation will not be counted as part of the vacation. The employee shall receive a future day off.

Section 5

Upon death of the employee, any unused vacation shall be paid to the employee's estate.

Section 6

Employees who so desire may take earned vacation leave according to the following plans:

Two (2) weeks of earned vacation leave must be taken, unless an employee is in his retiring year. Employees with earned vacation leave in excess of two (2) weeks may take the remainder in any combination of earned vacation leave and/or base pay in lieu of earned vacation leave. Vacation pay may be collected on payday before taking vacation with notice.

A retiring employee may use any combination of vacation and/or base pay in lieu of earned vacation leave.

ARTICLE XVI - HOLIDAYS

Section 1

All employees shall receive the following holidays with pay:

Employee's Anniversary Date
January 1st
President's Day (3rd Monday
in February)
Good Friday
Memorial Day
July 4th

Labor Day
Veterans's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday
Martin Luther King Day

ARTICLE XVI - HOLIDAYS (CONT.)

All employees covered by this contract may use their Birthday Holiday and Anniversary Date Holiday as floating holidays in the following manner. The employee may take this holiday on any date between the actual date and the end of that calendar year. The exception to this rule would be those employees who celebrate these dates in December. If the actual date of the holiday is in December, that employee may take this holiday any date thirty (30) days prior to the actual date.

Section 2

If any of the holidays fall on Sunday, the following Monday shall be observed as the holiday. If any of the holidays fall on a Saturday the preceding Friday shall be observed as the holiday.

Section 3

An employee who works on a holiday shall be paid one and one-half times (1 ½) his normal hourly rate for hours worked in addition to holiday pay.

Section 4

In order to be eligible for holiday pay provided herein, an employee must comply with the following provisions:

- (1) An employee who is scheduled to work on any holiday, but who fails to report and perform his scheduled or assigned work, shall become ineligible to be paid for the unworked holiday, unless he failed to perform such work because of sickness or of a death in his immediate family.
- (2) An employee, who fails to work on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed, shall become ineligible to be paid for the unworked holiday, unless he failed to work because of sickness, or vacation or because of a death in his immediate family.

ARTICLE XVII - HOSPITALIZATION - LIFE INSURANCE - EYE & DENTAL

Section 1 - MEDICAL/EYE/DENTAL INSURANCE

- A. All Bargaining Unit Members who are normally scheduled to work or who actually work a minimum of thirty-five (35) hours per week for the "EMPLOYER" shall be furnished with a fully paid family or single coverage hospitalization plan. The "EMPLOYER" will offer such Bargaining Unit Members at least one plan which has been bid for the identical coverage as contained in the self funded plan as of December 31, 1996.

ARTICLE XVII - HOSPITALIZATION - LIFE INSURANCE - EYE & DENTAL
(CONT)

- B. The hospitalization plan may provide for a flat two hundred dollar (\$200.00) deductible. For the next one thousand five hundred dollars (\$1,500.00) in covered expenses, the "EMPLOYER" shall pay eighty percent (80%) and the Bargaining Unit Member shall pay twenty percent (20%).
- C. After the Bargaining Unit Member has paid the maximum of five hundred dollars (\$500.00), that being, two hundred dollars (\$200.00) deductible and three hundred dollars (\$300.00) in co-pay insurance, the "EMPLOYER" shall pay one hundred percent (100%) of all covered expenses. The Bargaining Unit Member's responsibility shall not exceed a total of five hundred dollars (\$500.00) in any calendar year for hospitalization and major medical expenses that are covered.
- D. The EMPLOYER shall provide and maintain a self-funded eye and dental program equal to or better than the program offered by the EMPLOYER effective January 1, 1992.

Section 2 - PRESCRIPTIONS

Each Bargaining Unit Member shall be provided with a "PRESCRIPTION CARD". With the use of this card, the Bargaining Unit Member could pay up to a maximum of fifteen dollars (\$15.00) per brand name prescription and eight dollars (\$8.00) per generic prescription. The remainder of the prescription cost shall be paid by the EMPLOYER. The fees paid by the Bargaining Unit Member while using this card may not be included in the total annual deductible.

Section 3 - Life Insurance

All Bargaining Unit Members shall be furnished with a fully paid life insurance policy of ten thousand dollars (\$10,000.00). The coverage shall provide double indemnity provisions for accidental death or dismemberment. The EMPLOYER shall provide, at no cost to the Bargaining Unit Members, this policy.

Section 4 - Insurance Coverage/Dependents/Policies

- A. All newly hired Bargaining Unit Members must serve an initial six (6) month period prior to enrolling in the above insurance programs.
- B. In the event of the death of a Bargaining Unit Member, hospitalization coverage shall be continued by the EMPLOYER for his dependents through the month following the month in which the Bargaining Unit Member died.
- C. The EMPLOYER shall provide "ACUE" with a copy of all insurance policies covering any Bargaining Unit Members. Upon written request by an Bargaining Unit Member the EMPLOYER shall provide the Member with a copy of any insurance police requested.

ARTICLE XVIII - RETIREMENT

Section 1

When a full-time employee retires pursuant to the rules and regulations established by the applicable retirement board, or when a full-time employee separates from employment with the City of Massillon and has completed twenty (20) years of service subject to a State of Ohio retirement system, said employee shall be entitled to receive a lump sum payment for unused sick leave according to the following formula:

Up to one hundred-seventy (170) sick days, full compensation, plus compensation of 40 % of sick days in excess of one hundred-seventy (170) days.

Section 2

In case an employee leaves the service of the "EMPLOYER" after five (5) years' service, he shall be paid 40 % of his accumulated sick leave.

Section 3

In computing the above formula (Sections 1 and 2) the employee shall be deemed to have worked forty (40) hours per week and the amount to be received computed accordingly.

Section 4

Any employee that retires and receives lump sum payment shall not, upon re-employment by the EMPLOYER, be eligible for any further lump sum payment for unused sick leave.

Section 5

Upon death of an employee a lump sum payment of accumulated sick leave according to the retirement formula in Section 1 of this article shall be paid to the employee's estate.

ARTICLE XIX - NON-DISCRIMINATION-BARGAINING UNIT MEMBERSHIP AND ACTIVITIES

Section 1

The "EMPLOYER" recognizes the right of all "ACUE" employees, the right to be free to join the "ACUE" and to participate in lawful concert "ACUE" activities. Therefore, the "EMPLOYER" agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the "EMPLOYER" against any employee or any applicant for employment because of any lawful activity in an official capacity on behalf of the "ACUE".

ARTICLE XX - EXTRA CONTRACT AGREEMENTS

Section 1

It is agreed that any or all verbal and written agreements which add to or amend or delete the provisions of this Agreement shall be negotiated by the Mayor or his designees and the Negotiating Committee of the "ACUE". Any verbal and written agreements that do not meet the above criteria are null and void. This provision shall not be interpreted to encompass nor alter the recognition clause or Management Rights clause of this Agreement.

ARTICLE XXI - NON-DISCRIMINATION-CIVIL RIGHTS

Section 1

Both the "EMPLOYER" and the "ACUE" recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby re-affirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age or sex.

ARTICLE XXII - CONTRACTING OUT

Section 1

The "EMPLOYER" reserves the right to contract or sub-contract out projects which require a high degree of specialization that the "ACUE" cannot perform, and are not qualified to do, so long as the employment of current employees is not jeopardized by the contracting out of such work.

The employee's current work week shall not be shortened or curtailed and the employee's rate of pay shall not be affected by such contracting. The "EMPLOYER" shall not use this section to erode "ACUE" work.

ARTICLE XXIII - WAGES

Section 1

Effective March 12, 2000 the "EMPLOYER" agrees to pay the "ACUE" in accordance with the rate schedules attached.

Appendix "A" Rates Shall be changed to reflect the following:

Pay period beginning March 13, 2000 to first full week prior to April 1, 2001 (March 25, 2001), the bi-weekly pay will increase 5%.

Pay period beginning March 26, 2000 to first full week prior to April 1, 2002 (March 31, 2002), the bi-weekly pay will increase 5%.

Pay period beginning April 1, 2002 to first full week prior to April 1, 2003 (March 30, 2003) the bi-weekly pay will increase 5%.

This contract will be in effect from April 1, 2000 to the first full week prior to April 1, 2003 (March 30, 2003). The retroactive payment per this contract will be reflective to March 12, 2000.

Section 2

Original hire of an employee shall be at the entrance rate of the classification concerned and future advancement within a pay range shall be as follows:

- (A) On the first day of the payroll period following the anniversary date of his/her employment (continuous service) with the "EMPLOYER", each employee shall advance within the pay range for this appropriate grade class to the pay rate which his/her years of continuous service entitles him/her to advance. Said employee shall continue to so advance each year until he/she has reached the maximum rate for his/her grade class.
- (B) When an employee's initial compensation is at a step rate higher than the entrance rate for the grade class in which he is employed, said employee shall advance to the next higher rate for his grade class on the first day of the payroll period following the anniversary date of his employment with the "EMPLOYER". Said employee shall continue to advance each year until he has reached the maximum rate for his grade class.
- (C) Upon recommendation of the Service Director, the Mayor may approve initial compensation at a rate higher than the minimum rate in the pay range for the class when the needs of the service so require; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the later case, any incumbents in the same class receiving a lower rate shall have their rates increased to the rate established for the entrance of new employees.

ARTICLE XXIII - WAGES (CONT)

Section 3 Starting Rate on Return to Duty:

When an employee returns to duty in the same class of position after a separation from the "EMPLOYER'S" service of not more than one (1) year, which separation was not due to discreditable circumstances, such employee shall receive the rate received at the time of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next higher rate.

Section 4 Starting Rate on Return from Military Service

Any employee who leaves or has left the "EMPLOYER'S" service to enter the active service of the Armed Forces of the United States, and who subsequently is re-instated to a position previously held by him, shall be entitled to receive the rate of compensation at the step to which he would have been entitled had his service with the "EMPLOYER" not been interrupted by service in the Armed Forces.

ARTICLE XXIV -PREVAILING RIGHTS

Section 1:

This agreement represents the entire Agreement between the CITY and the ACUE and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the CITY.

Section 2:

However, prior to implementing such modifications or discontinuances, the CITY agrees to meet and confer with the ACUE to discuss the same. In addition, the CITY agrees that nothing in this language permits it to make any changes inconsistent with the previously agreed-to provisions of this contract.

ARTICLE XXV - SCHOOLING cont.

C. Application:

1. The employee must apply in advance to the Service Director through the Department Head.
2. After successful completion of the course, the employee must submit a transcript of the passing grades and paid receipts to the department head who, along with the Service Director, will give authority for payment. For this purpose the Employer would provide reimbursement for tuition and book expenses only if the employee receives a grade of "C" or better in a course. This must be requested.
3. The employee must apply each semester (or quarter).

D. An employee shall receive the appropriate compensation for the most advanced of the following categories:

- | | | |
|---------|------------|--------------------------------------------------------------------------|
| Step 1. | \$900.00 | Annually for an Associate Degree in a field directly related to the job. |
| Step 2. | \$1,800.00 | Annually for a Bachelor's Degree in a field directly related to the job. |

- E. In case an employee has credits or a degree related to his field of endeavor from an accredited institution of higher learning acquired previous to this contract the educational credit and degree compensation may be paid for the related courses and/or degrees. The relatedness of the courses shall be decided by the committee made up of the Mayor and representatives of the "ACUE" bargaining unit. Continuing Education Units will be considered for compensation under the job related stipend. The committee will determine the proper rate and relatedness.
- F. In case degrees or courses are required for a position or classification, the employee shall not be paid for both the higher position and the educational stipend.

ARTICLE XXV - SCHOOLING cont.

- G. The additional payments as specified shall be in addition to the employee's regular rate of pay and shall be paid in two (2) equal payments on the first (1st) pay in June and the first (1st) pay in December, provided, however, payment shall only be made to those qualified who have attained their degree or certification within at least five (5) days prior to the date of payment. The Associate Degrees and the Bachelor Degree must be received from a fully-accredited college or university.
- H. In no case will reimbursement or compensation be granted for any studies beyond the Bachelor Degree, except in the case of the engineer or any other position which requires that degree. In that case, the "EMPLOYER" will pay only for the next higher degree.

Section 3

Employees who are sent out of town to attend seminars, meetings, etc., shall be paid their regular wage plus mileage at thirty-two and one-half cents (\$0.325) per mile, to fluctuate with the Federal standard, for the use of their own car, lodging, toll charges, and meals. Expenses including meals will be reimbursed from receipts submitted. The maximum reimbursement for meals shall not exceed \$35.00 per day.

Section 4

Employees who use their own cars for City business may be reimbursed at the rate of thirty-two and one-half (\$0.325) per mile. The maximum is \$85.00 per month for that use. Long trips, if a City car is unavailable, are exempt. Auto Club mileage charts will be used to determine trip miles. Employees may, in lieu of the car allowance, use their expenses for Federal Income Tax deductions.

ARTICLE XXVI

WAGES AND SELECTED FRINGE BENEFITS

Effective the first payday after January 1, 1984, that portion of the employee contribution to the Public Employees Retirement System (hereinafter known as P.E.R.S.) of Ohio equal to eight-and-one-half percent (8 ½ %) of the employee's earned compensation shall be picked up (assumed and paid) on behalf of the employee, and in lieu of payment to the employee and by the employee, by the "EMPLOYER". If the employee's percentage of contribution is increased by P.E.R.S., the "EMPLOYER" will pick up and pay the additional contribution amount. The provisions of this paragraph shall apply uniformly to all employees of the "ACUE" and no employee shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein. The "EMPLOYER" shall, in reporting and making remittance to P.E.R.S. of Ohio, report that each employee's contribution has been made as provided by statute.

The sum paid hereunder by the "EMPLOYER" on behalf of the employee, i.e., eight-and-one-half percent (8 ½ %) of the employee's earned compensation, is not to be considered additional salary or wages and shall not be treated as increased compensation and shall be deducted from gross pay. For purposes of computing the employee's earnings or basis of his contribution to P.E.R.S. of Ohio, the amount paid by the "EMPLOYER" on behalf of the employee as his statutory obligation is intended to be and shall be considered as having been paid by the employee in fulfillment of his statutory obligation.

Holiday pay, overtime pay, vacation pay, compensation pay, severance pay, and any other earned compensation shall be computed on an employee's base pay before deferrals.

The "EMPLOYER" shall keep the proper records of an employee's gross pay (before deferral) for pension purposes. Further, the "EMPLOYER" shall keep the proper records of an employee's adjusted gross pay for income tax purposes.

ARTICLE XXVII - DURATION AND TERM

Section 1 WAGE AND ECONOMIC RE-OPENER

The parties agree to meet the month of January 2003 for the purpose of negotiating wages and economics.

Unless extended by mutual agreement, the fact-finding process shall be implemented by either party thirty (30) days after the opening of the negotiations, with the expiration date of the reopener procedure being thirty (30) days after the implementation of the fact-finding process.

ARTICLE XXVIII - RESIDENCY

All employees hired after the effective date of this agreement must reside within the corporate City Limits of the City of Massillon within one (1) year of their date of hire.

ARTICLE XXIX - DRUG FREE POLICY

All employees covered by this contract agree to the "EMPLOYER'S" policy on a drug free workplace and drug testing of employees, in accordance to and in conjunction with Massillon City Ordinance # 46-96.

DURATION AND TERM

This agreement shall be effective March 12, 2000 and shall continue in effect thru March 30, 2003, unless either party gives written notice to the other party at least ninety (90) days prior to March 30, 2003 to terminate, modify, or negotiate a successor collective bargaining agreement.

FOR THE "COMMITTEE"

By A.M. Cole
Judy Kasunick
Kimberly A. Egnobrei
Elaine C. Lambert
John E. Main

FOR THE CITY OF MASSILLON

CITY OF MASSILLON

CODE

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5%

2000

SUPERVISORY (CLASSIFIED OR UNCLASSIFIED) - CLASSIFIED EMPLOYEES

MARCH 13, 2000 THRU MARCH 25, 2001

GRADE CLASS	ENT.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	772.24	787.97	808.15	826.17	0.00	847.78	865.12	882.63	900.41	928.43	956.87
2-S	788.33	808.15	826.17	846.39	0.00	868.18	885.74	903.49	921.43	949.65	978.29
3-S	808.15	826.17	846.39	871.12	0.00	893.17	910.92	928.89	947.09	975.57	1,004.45
4-S	826.17	846.39	871.12	893.59	0.00	915.84	933.45	952.01	970.42	999.11	1,028.22
5-S	846.39	871.12	893.59	918.29	0.00	940.79	959.02	977.46	996.11	1,025.05	1,054.38
6-S	871.12	893.59	918.29	943.01	0.00	965.75	984.23	1,002.88	1,021.79	1,050.95	1,080.55
7-S	893.59	918.29	943.01	972.22	0.00	995.23	1,013.99	1,032.94	1,052.13	1,081.59	1,111.47
8-S	918.29	943.01	972.22	1,001.43	0.00	1,024.72	1,043.75	1,062.99	1,082.52	1,112.27	1,142.43
9-S	943.01	972.22	1,001.43	1,032.88	0.00	1,056.49	1,075.84	1,095.37	1,115.17	1,145.21	1,175.70
10-S	972.22	1,001.43	1,032.88	1,061.60	0.00	1,085.47	1,105.06	1,124.90	1,144.95	1,175.29	1,206.06
11-S	1,001.43	1,032.88	1,061.60	1,116.03	0.00	1,140.42	1,160.59	1,180.96	1,201.51	1,232.39	1,263.69
12-S	1,032.88	1,061.60	1,116.03	1,151.97	0.00	1,176.71	1,197.23	1,217.91	1,238.88	1,270.10	1,301.75
13-S	1,061.60	1,116.03	1,151.97	1,190.16	0.00	1,215.27	1,236.14	1,257.20	1,278.54	1,310.15	1,342.16
14-S	1,116.03	1,151.97	1,190.16	1,230.60	0.00	1,256.12	1,277.38	1,298.83	1,320.56	1,352.56	1,384.99
15-S	1,151.97	1,190.16	1,230.60	1,268.81	0.00	1,294.69	1,316.31	1,338.15	1,360.24	1,392.62	1,450.05
16-S	1,190.16	1,230.60	1,268.81	1,311.50	0.00	1,337.79	1,359.84	1,382.08	1,404.57	1,437.37	1,470.60
17-S	1,230.60	1,268.81	1,311.50	1,354.19	0.00	1,380.89	1,403.34	1,426.01	1,448.92	1,482.14	1,515.79
18-S	1,268.81	1,311.50	1,354.19	1,399.12	0.00	1,426.28	1,449.14	1,472.23	1,495.61	1,529.28	1,563.36
19-S	1,311.50	1,354.19	1,399.12	1,455.29	0.00	1,482.98	1,506.41	1,530.06	1,553.98	1,588.19	1,622.82
20-S	1,354.19	1,399.12	1,455.29	1,513.73	0.00	1,541.96	1,565.93	1,590.17	1,614.64	1,649.43	1,684.65
21-S	1,399.12	1,455.29	1,513.73	1,576.64	0.00	1,666.73	1,691.92	1,717.40	1,743.04	1,779.04	1,815.47
22-S	1,455.29	1,513.73	1,576.64	1,636.18	0.00	1,737.06	1,762.92	1,789.02	1,815.40	1,852.09	1,889.20
23-S	1,513.73	1,576.64	1,636.18	1,706.94	0.00	1,807.39	1,833.92	1,860.70	1,887.74	1,925.11	1,962.92
24-S	1,576.64	1,636.18	1,706.94	1,776.59	0.00	1,879.98	1,907.20	1,934.68	1,962.44	2,000.51	2,039.04
25-S	1,636.18	1,706.94	1,776.59	1,848.51	0.00	1,961.69	1,985.75	2,008.67	2,037.13	2,075.90	2,115.14
26-S	1,706.94	1,776.59	1,848.51	1,920.40	0.00	2,034.24	2,062.95	2,091.92	2,121.15	2,160.73	2,200.75
27-S	1,781.97	1,848.51	1,920.40	2,001.30	0.00	2,115.90	2,145.39	2,175.15	2,205.19	2,245.55	2,286.38
28-S	1,848.51	1,920.40	2,001.30	2,082.18	0.00	2,202.11	2,232.44	2,263.02	2,293.90	2,335.11	2,376.77
29-S	1,920.40	2,001.30	2,082.18	2,167.55	0.00	2,288.31	2,319.45	2,350.88	2,382.58	2,424.63	2,467.15
30-S	1,991.97	2,071.33	2,155.03	2,243.41	0.00	2,368.40	2,400.62	2,433.15	2,469.55	2,509.48	2,553.49
10-H	12.51	12.96	13.33	0.00	0.00	13.63	13.90	14.18	14.45	14.82	15.22
12-H	13.54	13.99	14.46	0.00	0.00	14.77	15.04	15.33	15.61	16.02	16.40
18-H	16.46	17.25	17.70	0.00	0.00	18.07	18.37	18.67	19.00	19.42	19.86

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CITY OF MASSILLON

CODE
SU & CL 5% 2001 SUPERVISORY (CLASSIFIED OR UNCLASSIFIED) - CLASSIFIED EMPLOYEES
MARCH 26, 2001 THRU MARCH 31, 2002

GRADE CLASS	ENT.	1 Yr.	2 Yr.	3 Yr.	4Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	810.85	827.37	848.55	867.47	0.00	890.17	908.37	926.76	945.43	974.85	1,004.71
2-S	827.74	848.55	867.47	888.71	0.00	911.59	930.03	948.66	967.50	997.13	1,027.20
3-S	848.55	867.47	888.71	914.68	0.00	937.83	956.47	975.33	994.45	1,024.34	1,054.67
4-S	867.47	888.71	914.68	938.27	0.00	961.63	980.12	999.61	1,018.94	1,049.07	1,079.63
5-S	888.71	914.68	938.27	964.20	0.00	987.83	1,006.97	1,026.33	1,045.91	1,076.30	1,107.10
6-S	914.68	938.27	964.20	990.16	0.00	1,014.04	1,033.44	1,053.02	1,072.87	1,103.50	1,134.57
7-S	938.27	964.20	990.16	1,020.83	0.00	1,044.99	1,064.69	1,084.59	1,104.74	1,135.67	1,167.04
8-S	964.20	990.16	1,020.83	1,051.51	0.00	1,075.96	1,095.94	1,116.14	1,136.64	1,167.89	1,199.55
9-S	990.16	1,020.83	1,051.51	1,084.52	0.00	1,109.31	1,129.63	1,150.13	1,170.92	1,202.48	1,234.48
10-S	1,020.83	1,051.51	1,084.52	1,114.68	0.00	1,139.74	1,160.32	1,181.15	1,202.20	1,234.06	1,266.36
11-S	1,051.51	1,084.52	1,114.68	1,171.83	0.00	1,197.44	1,218.62	1,240.01	1,261.58	1,294.01	1,326.88
12-S	1,084.52	1,114.68	1,171.83	1,209.57	0.00	1,235.55	1,257.09	1,278.81	1,300.82	1,333.60	1,366.84
13-S	1,114.68	1,171.83	1,209.57	1,249.67	0.00	1,276.03	1,297.95	1,320.06	1,342.46	1,375.65	1,409.27
14-S	1,171.83	1,209.57	1,249.67	1,292.13	0.00	1,318.92	1,341.25	1,363.77	1,386.59	1,420.18	1,454.24
15-S	1,209.57	1,249.67	1,292.13	1,332.25	0.00	1,359.43	1,382.13	1,405.06	1,428.25	1,462.25	1,522.55
16-S	1,249.67	1,292.13	1,332.25	1,377.07	0.00	1,404.68	1,427.83	1,451.18	1,474.80	1,509.24	1,544.13
17-S	1,292.13	1,332.25	1,377.07	1,421.90	0.00	1,449.94	1,473.51	1,497.31	1,521.36	1,556.24	1,591.58
18-S	1,332.25	1,377.07	1,421.90	1,469.08	0.00	1,497.59	1,521.60	1,545.85	1,570.40	1,605.74	1,641.52
19-S	1,377.07	1,421.90	1,469.08	1,528.05	0.00	1,557.13	1,581.73	1,606.56	1,631.67	1,667.60	1,703.97
20-S	1,421.90	1,469.08	1,528.05	1,589.42	0.00	1,619.06	1,644.23	1,669.68	1,695.37	1,731.90	1,768.89
21-S	1,469.08	1,528.05	1,589.42	1,655.47	0.00	1,750.07	1,776.52	1,803.27	1,830.19	1,867.99	1,906.25
22-S	1,528.05	1,589.42	1,655.47	1,717.99	1,792.29	1,823.91	1,851.07	1,878.48	1,906.17	1,944.69	1,983.66
23-S	1,589.42	1,655.47	1,717.99	1,792.29	1,865.42	1,897.76	1,925.62	1,953.74	1,982.13	2,021.37	2,061.06
24-S	1,655.47	1,717.99	1,792.29	1,865.42	1,940.94	1,973.98	2,002.56	2,031.41	2,060.56	2,100.54	2,141.00
25-S	1,717.99	1,792.29	1,865.42	1,940.94	2,016.42	2,059.78	2,085.03	2,109.10	2,138.99	2,179.69	2,220.90
26-S	1,792.29	1,865.42	1,940.94	2,016.42	2,101.36	2,135.95	2,166.10	2,196.51	2,227.21	2,268.77	2,310.79
27-S	1,871.07	1,940.94	2,016.42	2,101.36	2,186.28	2,221.69	2,252.66	2,283.90	2,315.45	2,357.82	2,400.70
28-S	1,940.94	2,016.42	2,101.36	2,186.28	2,275.93	2,312.22	2,344.06	2,376.17	2,408.59	2,451.87	2,495.61
29-S	2,016.42	2,101.36	2,186.28	2,275.93	2,365.59	2,402.73	2,435.42	2,468.42	2,501.70	2,545.86	2,590.51
30-S	2,091.57	2,174.90	2,262.79	2,355.58	2,448.39	2,486.82	2,520.66	2,554.81	2,467.03	2,634.96	2,681.16
10-H	13.14	13.60	14.00	0.00	0.00	14.31	14.59	14.89	15.17	15.56	15.98
12-H	14.22	14.69	15.18	0.00	0.00	15.51	15.79	16.10	16.39	16.82	17.22
18-H	17.28	18.12	18.58	0.00	0.00	18.97	19.29	19.61	19.95	20.39	20.85

SAL.CLSUP.XLS(SU&CL)

CITY OF MASSILLON

CODE
SU & CL

5%

2002 SUPERVISORY (CLASSIFIED OR UNCLASSIFIED) - CLASSIFIED EMPLOYEES

APRIL 1, 2002 THRU MARCH 30, 2003

GRADE
CLASS

	ENT.	1 Yr.	2 Yr.	3 Yr.	4Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	851.39	868.74	890.98	910.85	0.00	934.68	953.79	973.10	992.70	1,023.59	1,054.95
2-S	869.13	890.98	910.85	933.14	0.00	957.17	976.53	996.09	1,015.88	1,046.99	1,078.56
3-S	890.98	910.85	933.14	960.41	0.00	984.72	1,004.29	1,024.10	1,044.17	1,075.56	1,107.41
4-S	910.85	933.14	960.41	985.18	0.00	1,009.71	1,029.13	1,049.59	1,069.88	1,101.52	1,133.61
5-S	933.14	960.41	985.18	1,012.41	0.00	1,037.22	1,057.32	1,077.65	1,098.21	1,130.12	1,162.46
6-S	960.41	985.18	1,012.41	1,039.66	0.00	1,064.74	1,085.11	1,105.68	1,126.52	1,158.67	1,191.30
7-S	985.18	1,012.41	1,039.66	1,071.87	0.00	1,097.24	1,117.93	1,138.82	1,159.98	1,192.45	1,225.39
8-S	1,012.41	1,039.66	1,071.87	1,104.08	0.00	1,129.76	1,150.74	1,171.95	1,193.47	1,226.28	1,259.53
9-S	1,039.66	1,071.87	1,104.08	1,138.75	0.00	1,164.78	1,186.11	1,207.64	1,229.47	1,262.60	1,296.21
10-S	1,071.87	1,104.08	1,138.75	1,170.41	0.00	1,196.73	1,218.33	1,240.20	1,262.30	1,295.76	1,329.68
11-S	1,104.08	1,138.75	1,170.41	1,230.42	0.00	1,257.31	1,279.55	1,302.01	1,324.66	1,358.71	1,393.22
12-S	1,138.75	1,170.41	1,230.42	1,270.05	0.00	1,297.32	1,319.95	1,342.75	1,365.86	1,400.28	1,435.18
13-S	1,170.41	1,230.42	1,270.05	1,312.15	0.00	1,339.83	1,362.85	1,386.06	1,409.59	1,444.44	1,479.74
14-S	1,230.42	1,270.05	1,312.15	1,356.74	0.00	1,384.87	1,408.31	1,431.96	1,455.92	1,491.19	1,526.95
15-S	1,270.05	1,312.15	1,356.74	1,398.86	0.00	1,427.40	1,451.23	1,475.31	1,499.66	1,535.37	1,568.68
16-S	1,312.15	1,356.74	1,398.86	1,445.93	0.00	1,474.92	1,499.23	1,523.74	1,548.54	1,584.70	1,621.34
17-S	1,356.74	1,398.86	1,445.93	1,492.99	0.00	1,522.43	1,547.18	1,572.17	1,597.43	1,634.06	1,671.16
18-S	1,398.86	1,445.93	1,492.99	1,542.53	0.00	1,572.47	1,597.68	1,623.14	1,648.91	1,686.03	1,723.60
19-S	1,445.93	1,492.99	1,542.53	1,604.45	0.00	1,634.99	1,660.82	1,686.89	1,713.26	1,750.98	1,789.16
20-S	1,492.99	1,542.53	1,604.45	1,668.89	0.00	1,700.01	1,726.44	1,753.16	1,780.14	1,818.49	1,857.33
21-S	1,542.53	1,604.45	1,668.89	1,738.25	1,803.88	1,837.58	1,865.35	1,893.43	1,921.70	1,961.39	2,001.56
22-S	1,604.45	1,668.89	1,738.25	1,803.88	1,881.90	1,915.11	1,943.62	1,972.40	2,001.48	2,041.92	2,082.85
23-S	1,668.89	1,738.25	1,803.88	1,881.90	1,958.69	1,992.64	2,021.90	2,051.42	2,081.23	2,122.44	2,164.12
24-S	1,738.25	1,803.88	1,881.90	1,958.69	2,037.98	2,072.68	2,102.69	2,132.98	2,163.59	2,205.57	2,248.05
25-S	1,803.88	1,881.90	1,958.69	2,037.98	2,117.24	2,162.76	2,189.29	2,214.56	2,245.94	2,288.68	2,331.94
26-S	1,881.90	1,958.69	2,037.98	2,117.24	2,206.43	2,242.75	2,274.40	2,306.34	2,338.57	2,382.20	2,426.33
27-S	1,964.63	2,037.98	2,117.24	2,206.43	2,295.60	2,332.78	2,365.30	2,398.10	2,431.22	2,475.71	2,520.74
28-S	2,037.98	2,117.24	2,206.43	2,295.60	2,389.73	2,427.83	2,461.26	2,494.98	2,529.02	2,574.46	2,620.39
29-S	2,117.24	2,206.43	2,295.60	2,389.73	2,483.87	2,522.87	2,557.19	2,591.84	2,626.79	2,673.15	2,720.03
30-S	2,196.15	2,283.64	2,375.93	2,473.35	2,570.81	2,611.16	2,646.69	2,682.55	2,719.38	2,766.71	2,815.22
10-H	13.80	14.29	14.70	0.00	0.00	15.03	15.32	15.63	15.93	16.34	16.78
12-H	14.93	15.43	15.94	0.00	0.00	16.29	16.58	16.90	17.21	17.66	18.08
18-H	18.15	19.02	19.51	0.00	0.00	19.92	20.25	20.59	20.95	21.41	21.90

SALCISUP.XLS(SU&CL)

CODE UN 5% 2000

CITY OF MASSILLON
UNCLASSIFIED EMPLOYEE
MARCH 13, 2000 THRU MARCH 25, 2001

GRADE CLASS	ENT.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	787.16	803.20	823.76	842.13	0.00	855.92	865.12	874.28	883.50	902.46	0.00
2-S	803.56	823.76	842.13	862.74	0.00	876.51	885.74	894.94	904.13	923.08	0.00
3-S	823.76	842.13	862.74	887.95	0.00	901.74	910.92	920.10	929.31	948.28	0.00
4-S	842.13	862.74	887.95	910.86	0.00	924.62	933.45	943.01	952.19	971.17	0.00
5-S	862.74	887.95	910.86	936.03	0.00	949.82	959.02	968.22	977.40	996.38	0.00
6-S	887.95	910.86	936.03	961.23	0.00	975.01	984.23	993.40	1,002.60	1,021.55	0.00
7-S	910.86	936.03	961.23	991.01	0.00	1,004.77	1,013.99	1,023.18	1,032.38	1,051.33	0.00
8-S	936.03	961.23	991.01	1,020.79	0.00	1,034.55	1,043.75	1,052.94	1,062.19	1,081.16	0.00
9-S	961.23	991.01	1,020.79	1,052.84	0.00	1,066.62	1,075.84	1,085.01	1,094.22	1,113.18	0.00
10-S	991.01	1,020.79	1,052.84	1,082.11	0.00	1,095.88	1,105.06	1,114.26	1,123.45	1,142.42	0.00
11-S	1,020.79	1,052.84	1,082.11	1,137.59	0.00	1,151.36	1,160.59	1,169.79	1,178.94	1,197.92	0.00
12-S	1,052.84	1,082.11	1,137.59	1,174.23	0.00	1,188.00	1,197.23	1,206.40	1,215.61	1,234.57	0.00
13-S	1,082.11	1,137.59	1,174.23	1,213.16	0.00	1,226.93	1,236.14	1,245.31	1,254.53	1,273.50	0.00
14-S	1,137.59	1,174.23	1,213.16	1,254.38	0.00	1,268.16	1,277.38	1,286.55	1,295.77	1,314.72	0.00
15-S	1,174.23	1,213.16	1,254.38	1,293.33	0.00	1,307.11	1,316.31	1,325.50	1,334.70	1,353.67	0.00
16-S	1,213.16	1,254.38	1,293.33	1,336.84	0.00	1,350.62	1,359.84	1,369.01	1,378.19	1,397.17	0.00
17-S	1,254.38	1,293.33	1,336.84	1,380.35	0.00	1,394.14	1,403.34	1,412.52	1,421.71	1,440.68	0.00
18-S	1,293.33	1,336.84	1,380.35	1,426.16	0.00	1,439.96	1,449.14	1,458.31	1,467.53	1,486.50	0.00
19-S	1,336.84	1,380.35	1,426.16	1,483.41	0.00	1,497.21	1,506.41	1,515.59	1,524.79	1,543.77	0.00
20-S	1,380.35	1,426.16	1,483.41	1,542.98	0.00	1,556.75	1,565.93	1,575.13	1,584.32	1,603.29	0.00
21-S	1,426.16	1,483.41	1,542.98	1,607.11	0.00	1,682.72	1,691.92	1,701.16	1,710.31	1,729.28	0.00
22-S	1,483.41	1,542.98	1,607.11	1,667.79	0.00	1,753.72	1,762.92	1,772.11	1,781.31	1,800.28	0.00
23-S	1,542.98	1,607.11	1,667.79	1,739.92	0.00	1,824.72	1,833.92	1,843.11	1,852.29	1,871.27	0.00
24-S	1,607.11	1,667.79	1,739.92	1,810.92	0.00	1,898.02	1,907.20	1,916.38	1,925.58	1,944.56	0.00
25-S	1,667.79	1,739.92	1,810.92	1,884.23	0.00	1,980.50	1,985.75	1,989.68	1,998.88	2,017.83	0.00
26-S	1,739.92	1,810.92	1,884.23	1,957.51	0.00	2,053.75	2,062.95	2,072.14	2,081.32	2,100.29	0.00
27-S	1,810.92	1,884.23	1,957.51	2,039.97	0.00	2,136.19	2,145.39	2,154.58	2,163.78	2,182.74	0.00
28-S	1,884.23	1,957.51	2,039.97	2,122.41	0.00	2,223.24	2,232.44	2,241.62	2,250.82	2,269.80	0.00
29-S	1,957.51	2,039.97	2,122.41	2,209.44	0.00	2,310.26	2,319.45	2,328.65	2,337.83	2,356.81	0.00

SALCLSUP.XLS(UN)

CITY OF MASSILLON

CODE
UN 5% 2001

UNCLASSIFIED EMPLOYEE

MARCH 26, 2001 THRU MARCH 31, 2002

GRADE CLASS	ENT.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	826.52	843.36	864.95	884.24	0.00	898.71	908.37	918.00	927.67	947.58	967.50
2-S	843.74	864.95	884.24	905.88	0.00	920.33	930.03	939.69	949.33	969.24	989.16
3-S	864.95	884.24	905.88	932.35	0.00	946.82	956.47	966.11	975.77	995.69	1,015.62
4-S	884.24	905.88	932.35	956.40	0.00	970.85	980.12	990.16	999.80	1,019.72	1,039.65
5-S	905.88	932.35	956.40	982.84	0.00	997.31	1,006.97	1,016.63	1,026.27	1,046.20	1,066.10
6-S	932.35	956.40	982.84	1,009.29	0.00	1,023.76	1,033.44	1,043.07	1,052.73	1,072.63	1,092.56
7-S	956.40	982.84	1,009.29	1,040.56	0.00	1,055.01	1,064.69	1,074.33	1,083.99	1,103.90	1,123.82
8-S	982.84	1,009.29	1,040.56	1,071.82	0.00	1,086.28	1,095.94	1,105.58	1,115.30	1,135.22	1,155.12
9-S	1,009.29	1,040.56	1,071.82	1,105.48	0.00	1,119.95	1,129.63	1,139.26	1,148.94	1,168.84	1,188.76
10-S	1,040.56	1,071.82	1,105.48	1,136.22	0.00	1,150.67	1,160.32	1,169.98	1,179.62	1,199.54	1,219.46
11-S	1,071.82	1,105.48	1,136.22	1,194.47	0.00	1,208.93	1,218.62	1,228.28	1,237.89	1,257.81	1,277.74
12-S	1,105.48	1,136.22	1,194.47	1,232.94	0.00	1,247.40	1,257.09	1,266.72	1,276.40	1,296.30	1,316.22
13-S	1,136.22	1,194.47	1,232.94	1,273.82	0.00	1,288.27	1,297.95	1,307.58	1,317.25	1,337.18	1,357.08
14-S	1,194.47	1,232.94	1,273.82	1,317.10	0.00	1,331.57	1,341.25	1,350.88	1,360.55	1,380.46	1,400.38
15-S	1,232.94	1,273.82	1,317.10	1,357.99	0.00	1,372.47	1,382.13	1,391.77	1,401.43	1,421.35	1,441.27
16-S	1,273.82	1,317.10	1,357.99	1,403.68	0.00	1,418.16	1,427.83	1,437.46	1,447.10	1,467.03	1,486.95
17-S	1,317.10	1,357.99	1,403.68	1,449.37	0.00	1,463.85	1,473.51	1,483.15	1,492.79	1,512.71	1,532.64
18-S	1,357.99	1,403.68	1,449.37	1,497.47	0.00	1,511.96	1,521.60	1,531.23	1,540.90	1,560.83	1,580.73
19-S	1,403.68	1,449.37	1,497.47	1,557.58	0.00	1,572.07	1,581.73	1,591.37	1,601.03	1,620.96	1,640.86
20-S	1,449.37	1,497.47	1,557.58	1,620.13	0.00	1,634.59	1,644.23	1,653.89	1,663.53	1,683.46	1,703.38
21-S	1,497.47	1,557.58	1,620.13	1,687.46	0.00	1,766.86	1,776.52	1,786.21	1,795.82	1,815.75	1,835.65
22-S	1,557.58	1,620.13	1,687.46	1,751.18	0.00	1,841.41	1,851.07	1,860.71	1,870.37	1,890.30	1,910.20
23-S	1,620.13	1,687.46	1,751.18	1,826.92	0.00	1,915.96	1,925.62	1,935.26	1,944.91	1,964.83	1,984.73
24-S	1,687.46	1,751.18	1,826.92	1,901.47	0.00	1,992.92	2,002.56	2,012.20	2,021.86	2,041.79	2,061.71
25-S	1,751.18	1,826.92	1,901.47	1,978.44	0.00	2,079.53	2,089.16	2,098.82	2,108.46	2,128.39	2,148.31
26-S	1,826.92	1,901.47	1,978.44	2,055.36	0.00	2,156.44	2,166.10	2,175.74	2,185.39	2,205.31	2,225.21
27-S	1,901.47	1,978.44	2,055.36	2,141.96	0.00	2,243.00	2,252.66	2,262.31	2,271.97	2,291.87	2,311.80
28-S	1,978.44	2,055.36	2,141.96	2,228.53	0.00	2,334.40	2,344.06	2,353.70	2,363.36	2,383.29	2,403.19
29-S	2,055.36	2,141.96	2,228.53	2,319.91	0.00	2,425.78	2,435.42	2,445.08	2,454.73	2,474.65	2,494.57

SALCISUP.XLS(UN)

CODE
UN 5% 2002

CITY OF MASSILLON
UNCLASSIFIED EMPLOYEE
APRIL 1, 2002 THRU MARCH 30, 2003

GRADE CLASS	ENT.	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	10 Yr.	15 Yr.	20 Yr.	25 Yr.	30 Yr.
1-S	867.84	885.53	908.20	928.45	0.00	943.65	953.79	963.90	974.06	994.96	1,015.88
2-S	885.93	908.20	928.45	951.17	0.00	966.35	976.53	986.67	996.80	1,017.70	1,038.62
3-S	908.20	928.45	951.17	978.97	0.00	994.16	1,004.29	1,014.42	1,024.56	1,045.48	1,066.40
4-S	928.45	951.17	978.97	1,004.22	0.00	1,019.40	1,029.13	1,039.67	1,049.79	1,070.71	1,091.63
5-S	951.17	978.97	1,004.22	1,031.98	0.00	1,047.17	1,057.32	1,067.46	1,077.59	1,098.51	1,119.41
6-S	978.97	1,004.22	1,031.98	1,059.75	0.00	1,074.95	1,085.11	1,095.22	1,105.36	1,126.26	1,147.18
7-S	1,004.22	1,031.98	1,059.75	1,092.59	0.00	1,107.76	1,117.93	1,128.05	1,138.19	1,159.10	1,180.01
8-S	1,031.98	1,059.75	1,092.59	1,125.42	0.00	1,140.60	1,150.74	1,160.86	1,171.06	1,191.98	1,212.88
9-S	1,059.75	1,092.59	1,125.42	1,160.76	0.00	1,175.95	1,186.11	1,196.22	1,206.38	1,227.28	1,248.20
10-S	1,092.59	1,125.42	1,160.76	1,193.03	0.00	1,208.21	1,218.33	1,228.47	1,238.60	1,259.52	1,280.44
11-S	1,125.42	1,160.76	1,193.03	1,254.19	0.00	1,269.37	1,279.55	1,289.70	1,299.79	1,320.70	1,341.62
12-S	1,160.76	1,193.03	1,254.19	1,294.59	0.00	1,309.77	1,319.95	1,330.05	1,340.21	1,361.12	1,382.03
13-S	1,193.03	1,254.19	1,294.59	1,337.51	0.00	1,352.69	1,362.85	1,372.96	1,383.12	1,404.04	1,424.94
14-S	1,254.19	1,294.59	1,337.51	1,382.95	0.00	1,398.15	1,408.31	1,418.42	1,428.58	1,449.48	1,470.40
15-S	1,294.59	1,337.51	1,382.95	1,425.89	0.00	1,441.09	1,451.23	1,461.36	1,471.50	1,492.42	1,513.33
16-S	1,337.51	1,382.95	1,425.89	1,473.87	0.00	1,489.06	1,499.23	1,509.33	1,519.46	1,540.38	1,561.29
17-S	1,382.95	1,425.89	1,473.87	1,521.84	0.00	1,537.04	1,547.18	1,557.31	1,567.43	1,588.35	1,609.27
18-S	1,425.89	1,473.87	1,521.84	1,572.34	0.00	1,587.56	1,597.68	1,607.79	1,617.95	1,638.87	1,659.77
19-S	1,473.87	1,521.84	1,572.34	1,635.46	0.00	1,650.67	1,660.82	1,670.94	1,681.08	1,702.00	1,722.90
20-S	1,521.84	1,572.34	1,635.46	1,701.14	0.00	1,716.32	1,726.44	1,736.59	1,746.71	1,767.63	1,788.55
21-S	1,572.34	1,635.46	1,701.14	1,771.83	0.00	1,855.20	1,865.35	1,875.52	1,885.61	1,906.53	1,927.43
22-S	1,635.46	1,701.14	1,771.83	1,838.74	0.00	1,933.48	1,943.62	1,953.75	1,963.89	1,984.81	2,005.71
23-S	1,701.14	1,771.83	1,838.74	1,918.26	0.00	2,011.76	2,021.90	2,032.03	2,042.15	2,063.07	2,083.97
24-S	1,771.83	1,838.74	1,918.26	1,996.54	0.00	2,092.56	2,102.69	2,112.81	2,122.96	2,143.87	2,164.79
25-S	1,838.74	1,918.26	1,996.54	2,077.36	0.00	2,183.51	2,189.28	2,193.62	2,203.76	2,224.66	2,245.58
26-S	1,918.26	1,996.54	2,077.36	2,158.15	0.00	2,264.26	2,274.40	2,284.53	2,294.65	2,315.57	2,336.47
27-S	2,002.59	2,077.36	2,158.15	2,249.06	0.00	2,355.15	2,365.30	2,375.42	2,385.57	2,406.47	2,427.39
28-S	2,077.36	2,158.15	2,249.06	2,339.96	0.00	2,451.12	2,461.26	2,471.39	2,481.53	2,502.45	2,523.35
29-S	2,158.15	2,249.06	2,339.96	2,435.90	0.00	2,531.87	2,557.19	2,567.34	2,577.46	2,598.38	2,619.30

SALCLSUP.XLS(UN)

DATE: August 6⁷, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 159 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code 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, as approved by the Planning Commission of the City of Massillon, Ohio, on July 12th, 2000, and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as B-3 General Commercial.

Being known as Part of Out Lots 852, 1.188 acres and 852, 8.427 acres, located on the east side of Wales Road N.E., north of Hills and Dales presently known as the Wales Square Shopping Center.

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. 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 THIS _____ DAY OF _____, 2000

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

TAGGART ST.

Carol L. Ritchie
Trustess Et Al

Ronald J. & Jeanette C.
Vogelysang

Brookside Prop. Inc.

WALEY AVE. N.E.

S 85°34'57" E-240.00'

S 85°35'38" E-250.13'

Rezoning Request
Wales Square Annexation
To B-3 General Business

**LEROY / BETTY L.
SCHUMACHER**
8.427 Acres (Rec.)
8.432 Acres (Holden Survey)
97046231

Out Lot 853

Aultman Health
Foundation

S 85°32'00" E
40.00'

Aultman Health
Foundation

O.L. 363

**BOBBIE J.
HALL**

1.188 Acres (Rec.)
3122:38

Out Lot 852

O.L. 507

Massillon
Auto Club

JACKSON S.E.
QTR. SEC 32

JACKSON S.W.
QTR. SEC 33

PERRY N.W.
QTR. SEC 4

O.L. 507

Massillon
Auto Club

O.L. 507
City of
Massillon

Kenneth G.
Hall Trustee

Leroy/
Betty L.
Schumacher

Emro Marketing
Company

Harter Bank
& Trust Co.

Jerry
Remb

HILLS &
DAVES

Massillon
Auto Club

AVE. N.E.

PERRY N.E.
QTR. SEC 5

WALEY RD. N.E. (S.R. 241)

TOWNSHIP LINE

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 160 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat for Autumn Ridge Estates No. 3, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

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

Section 1:

The Final Plat for Autumn Ridge Estates No. 3 in the City of Massillon, Stark County, Ohio, resently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use of the streets and alleys thereon shown, be, and the same is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held July 12th, 2000. The undertaking given by the owners for improvement of streets and now on file with the City Engineer is approved. The description of Autumn Ridge Estates No. 3 is as follows:

Being Known as Part of Out Lot 502, a 7.467 acre parcel located between 29th Street N.W. and Ford Street N.W. This plat creates a total of 18 R-2 Single Family Residential lots.

Section 2:

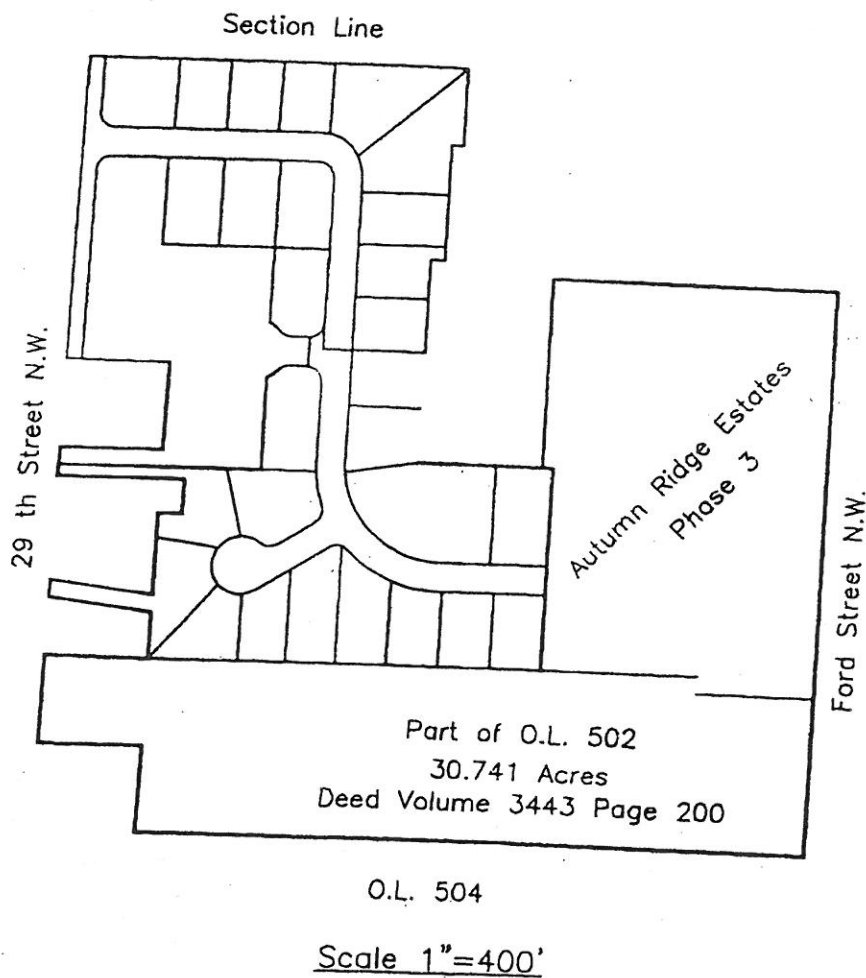
This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2000

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

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

C-303	75.00'	59°00'23"	51.19'	50.20'	N15°48'54"W
C-304	75.00'	50°33'37"	66.18'	64.06'	N60°38'54"W
C-305	25.00'	53°58'05"	23.55'	22.69'	N58°56'37"W
C-306	60.00'	37°43'04"	39.50'	38.79'	N50°49'07"W
C-307	60.00'	60°00'00"	62.83'	60.00'	S80°19'21"W
C-308	60.00'	60°00'00"	62.83'	60.00'	S20°19'21"W
C-309	60.00'	60°00'00"	62.83'	60.00'	S39°40'39"E
C-310	60.00'	70°13'06"	73.53'	69.02'	N75°12'48"E
C-311	25.00'	53°58'05"	23.55'	22.69'	N67°05'18"E
C-312	25.00'	89°40'00"	39.12'	35.25'	S41°05'40"E



OHIO WATER DEVELOP
O.R. 96 PAL

215.04'-S8

17.86'-N

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 161 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an Estoppel Certificate and to enter into a Subordination Agreement with Employees Real Estate Construction Trust Fund and Downtown Massillon Hotel. Ltd., and to enter into an Agreement with the Massillon Community Improvement Corporation, Charles Street Associates, Ltd., Downtown Massillon Hotel. Ltd., Firstar Bank N.A., and Employees Real Estate Construction Trust Fund, and declaring an emergency.

WHEREAS, the City of Massillon has entered into a Loan and Development Agreement with Downtown Massillon Hotel. Ltd. on October 20, 1999 providing loan funds in the amount of \$2,250,000 to assist in the construction of a hotel as part of the Canal View Center Project; and

WHEREAS, Downtown Massillon Hotel. Ltd. is in need of financing the project with Employees Real Estate Construction Trust Fund; and

WHEREAS, Employees Real Estate Construction Trust Fund is requesting the City of Massillon to execute certain documents so as to secure its loan to Downtown Massillon Hotel. Ltd.; and

WHEREAS, it would be in the City of Massillon's best interest to execute said documents so as to complete the development and financing of this project.

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

Section 1:

This Council determines that it would be in the best interest of the City of Massillon and for the Canal View Center Project that the documents requested to be signed by Employees Real Estate Construction Trust Fund be executed by the City of Massillon.

Section 2:

Council hereby authorizes and directs the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an Estoppel Certificate and to enter into a Subordination Agreement with Employees Real Estate Construction Trust Fund and Downtown Massillon Hotel. Ltd., and to enter into an Agreement with the Massillon Community Improvement Corporation, Charles Street Associates, Ltd., Downtown Massillon Hotel. Ltd., Firstar Bank N.A., and Employees Real Estate Construction Trust Fund, substantially in the form as attached hereto

Section 3:

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 reason that the documents need to be executed so as to allow Employees Real Estate Construction Trust Fund to complete its financing of the Canal View Center Project for Downtown Massillon Hotel. Ltd. 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 _____ 2000

ATTEST: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: August 6⁷, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 162 - 2000

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

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

WHEREAS, certain property owners have filed a petition requesting the ~~Southwest Massillon~~ ^{Fladd} 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 Stark County Commissioners Conference Room on Tuesday, September 5th, 2000 at 11:00 A.M.

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

Section I:

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.

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 163 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve Change Order No. 3, for the SR 21/ERIE Street Project, without competitive bidding, with Central Allied Enterprise Inc., 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 Change Order No. 3, for the SR 21/ERIE Street Project, without competitive bidding, with Central Allied Enterprise Inc.

Section 2:

The Director of Public Service and Safety be and is hereby authorized to approve Change Order No. 3, for the SR/ERIE Street Project, without competitive bidding, with Central Allied Enterprise Inc. The cost of said Change Order No. 3 shall not exceed Two Hundred Forty Five Thousand Dollars (\$245,000.00).

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.

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 completion of the SR/ERIE Street Project that is currently under way, in that the funds are available in account. 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 _____ 2000

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

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

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 164 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, General Fund, WWT Bond Retirement Fund and the SA Shaw/Castle West Bond Retirement Fund, of the City of Massillon, for the year ending December 31, 2000, 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 Capital Improvement Fund for the year ending December 31, 2000, the following:

- \$ 15,000.00 to an account entitled "Renovation" 1401.115.2510
- \$ 5,000.00 to an account entitled "Paint Stencil Machine" 1401.435.2514

Section 2:

There be and hereby is appropriated from the unappropriated balance of the General Fund for the year ending December 31, 2000, the following:

- \$10,000.00 to an account entitled "Arbitrator Services/Contracts" 1100.905.239A
- \$ 4,631.31 to an account entitled "Services/Contracts" 1100.325.2392

Section 3:

There be and hereby is appropriated from the unappropriated balance of the WWT Bond Retirement Fund for the year ending December 31, 2000, the following:

- \$ 700.00 to an account entitled "County Fees" 1305.940.2393

Section 4:

There be and hereby is appropriated from the unappropriated balance of the SA Shaw/Castle West Bond Retirement Fund for the year ending December 31, 2000, the following:

\$ 350.00 to an account entitled "County Fees" 1351.935.2382

Section 5:

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 7th DAY OF August 2000

ATTEST: Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

Dennis D. Harwig
DENNIS D. HARWIG, PRESIDENT

APPROVED: August 8, 2000

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

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Sharon Howell
Clerk of Council

Date 8/7/00

DATE: August 7, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 165 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2000 appropriation from within the General Fund of 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:

There be and is hereby transferred from the 2000 appropriation from within the General Fund of the City of Massillon, Ohio, the following:

\$ 25,000.00 FROM: "Law Director Clerks Salary" 1100.115.2111

TO: "Arbitrator Services/Contracts" 1100.905.5039A

Section 2:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the efficient operation of the various departments 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 7th DAY OF August 2000

APPROVED:

Sharon Howell

SHARON HOWELL, CLERK OF COUNCIL

Dennis D. Harwig

DENNIS D. HARWIG, PRESIDENT

APPROVED:

August 8, 2000

Francis H. Cicchinelli, Jr.

FRANCIS H. CICCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Sharon Howell
Clerk of Council