

## AGENDA

DATE: TUESDAY, JANUARY 18, 2005

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M. - 9:00 PM

### THERE IS ONE PUBLIC HEARING TONIGHT ORDINANCE NO. 194 – 2004 REZONING AT 7:20PM

1. ROLL CALL
2. INVOCATION BY COUNCILMAN PAUL MANSON
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

*ORD 194-2004 125 8-0 TO Amend Article*

#### ORDINANCE NO. 5 – 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

*(5)*  
*Susp 8-0*  
*Pass 8-0*  
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio, and declaring an emergency.

#### ORDINANCE NO. 6 – 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

*(10)*  
*Susp 8-0*  
*Pass 8-0*  
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an amended purchase agreement between the City of Massillon and the development group "21 Lincoln Way Project, LLC" for the redevelopment of the sites currently known as the Ohio Drilling and Consolidani properties, and declaring an emergency.

#### ORDINANCE NO. 7 – 2005

BY: ENVIRONMENTAL COMMITTEE

*(2)*  
*Susp 8-0*  
*Pass 8-0*  
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve Change Orders No. 38, 39 and 40 for the 2000 Wastewater Treatment Plant Upgrade Project with Kokosing Construction Company upon the approval of the Board of Control, and declaring an emergency.

#### ORDINANCE NO. 8 – 2005

BY: ENVIRONMENTAL COMMITTEE

*(5)*  
*Susp 8-0*  
*Pass 8-0*  
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into contract with the lowest and best bidder, upon the approval of the Board of Control for the construction of part A and C of the Lincoln Center Phase III Infrastructure Improvements, and declaring an emergency.

#### ORDINANCE NO. 9 – 2005

BY: FINANCE COMMITTEE

*(2)*  
*Susp 8-0*  
*Pass 8-0*  
AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Plant Upgrade Fund, for the year ending December 31, 2005, and declaring an emergency.

RESOLUTION NO. 1 – 2005

BY: COMMITTEE OF THE WHOLE

*3-5-04*  
*Prop 8-0*  
**A RESOLUTION** commending Mike Loudiana as a city councilman for the City of Massillon, Ohio.

**7. UNFINISHED BUSINESS**

**8. PETITIONS AND GENERAL COMMUNICATIONS**

**9. BILLS, ACCOUNTS AND CLAIMS**

**10. REPORTS FROM CITY OFFICIALS**

**A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR DECEMBER 2004**

**B). TREASURER SUBMITS MONTHLY REPORT FOR DECEMBER 2004**

**C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR DECEMBER 2004.**

**D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2004**

**E). MAYOR SUBMITS MONTHLY REPORT FOR DECEMBER 2004**

**F). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2004**

**G). MAYOR SUBMITS BOARD OF COMMISSIONS FOR 2005** — *Approve numbers*

**11. REPORTS OF COMMITTEES** — *Mayor gives simple Family Court Report*

**12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS** — *Next for meeting 1-31-04*

**13. CALL OF THE CALENDAR**

ORDINANCE NO. 115 – 2004

BY: COMMUNITY DEVELOPMENT COMMITTEE

*Tabbed*  
*2nd day*  
*in Feb.*  
*Feb 24*  
*8-0*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement amending the promissory note previously entered into between the City of Massillon and DOWNTOWN MASSILLON HOTEL, LTD.

**14. THIRD READING ORDINANCES AND RESOLUTIONS**

ORDINANCE NO. 194 – 2004

BY: COMMUNITY DEVELOPMENT COMMITTEE

*(20)*  
*Tabbed*  
*for 2 weeks*  
*Feb 7*  
*8-0*  
*Glen - Rejams + no discuss that is from annexed area Unzoned land. Call owner up.*  
**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-2 One Family Residential to I-1 Light Industrial.  
*one unit allowed.*

**15. SECOND READING ORDINANCES AND RESOLUTIONS**

ORDINANCE NO. 1 – 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

*2nd*  
**AN ORDINANCE** repealing Ordinance No. 127 – 1994 and rescinding the Enterprise Zone Agreement with the Allegheny Ludlum Corporation (later Lukens Steel Company), and declaring an emergency.



**ORDINANCE NO. 2 – 2005**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter an agreement with Ohio Department of Transportation for the resurfacing of SR 21 from the southern corporation limit to Edwin Avenue SE., in the year 2008, and declaring an emergency.

**16. NEW AND MISCELLANEOUS BUSINESS**

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

**18. ADJOURNMENT**

**MARY BETH BAILEY - CLERK OF COUNCIL**

*A m ed ed - 8 - 0  
S u s p - 8 - 0  
p o s t - 8 - 0*

DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

*Susp 8-0  
Pass 8-0*

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 5 - 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon. The contract for services shall not exceed Thirteen Thousand Dollars (\$13,000.00).

Section 2:

The Mayor of the City of Massillon, Ohio is hereby authorized to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio.

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is needed to assist the City of Massillon in its Housing Rehabilitation Program. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 6 - 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an amended purchase agreement between the City of Massillon and the development group "21 Lincoln Way Project, LLC" for the redevelopment of the sites currently known as the Ohio Drilling and Consolidani properties, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into an amended purchase agreement between the City of Massillon and the development group "21 Lincoln Way Project, LLC" for the redevelopment of the sites currently known as the Ohio Drilling and Consolidani properties.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an amended purchase agreement between the City of Massillon and the development group "21 Lincoln Way Project, LLC" for the redevelopment of the sites currently known as the Ohio Drilling and Consolidani properties. **The amended purchase agreement shall be prepared and approved by the Massillon Law Department, and is attached hereto as Exhibit "A".**

Section 3:

The purchase price for property shall be Two Hundred Twenty Five Thousand Dollars (\$225,000.00), upon the terms and conditions as specified in Exhibit "A".

Section 4:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community and for the additional reason that it is necessary that the amended purchase agreement be entered into for the sale, demolition, and redevelopment of the sites currently known as the Ohio Drilling and Consolidani properties in the redevelopment area of the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage

and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

APPROVED \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      DENNIS D. HARWIG, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

**EXHIBIT "A"**



AMENDED  
PURCHASE AGREEMENT  
FOR  
PRIVATE DEVELOPMENT

This PURCHASE AGREEMENT FOR PRIVATE DEVELOPMENT (including all Exhibits attached hereto as the "Agreement"), is entered into and shall be effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Massillon, a municipal corporation duly organized and existing under and by virtue of the constitution and laws of the State of Ohio (The "City"), and 21 Lincoln Way Project, LLC, an Ohio Limited Liability Company, or its assigns (the "Developer").

W I T N E S S E T H:

WHEREAS, the City believes that the redevelopment of the Property is in the vital and best interests of the City's economic health, among other items, the construction and development of new buildings, structures and facilities which will stimulate and sustain improved levels of commercial activity; and

WHEREAS, improved levels of commercial activity will benefit the City's citizens through new and improved job opportunities; and

WHEREAS, the Developer has expressed to the City its interest in acquiring certain Property (as defined below) to permit its development and the City's desires to enter into this Agreement to afford the Developer the opportunity to do the same pursuant to the terms and conditions hereof; and

WHEREAS, the City has determined the development of a site pursuant to the terms hereof is part of the Lincoln Center Phase III redevelopment and is in the best interests of the City and its residents.

WHEREAS, the City and Developer previously entered into a Purchase Agreement dated July 17, 2003 and now wish to amend the terms of the same as set forth herein; and

WHEREAS, the original Purchase Agreement by and between the parties dated July 17, 2003 is hereby rescinded and revoked in its entirety and replaced with the terms of this Agreement as set forth below.

NOW THEREFORE, in consideration of the foregoing premises, the terms and conditions set forth below, and intending to be legally bound, the parties hereto agree as follows:

1. Incorporation by Reference. The recitals and premises set forth above are incorporated by reference as if set forth in full herein.



2. Sale and Conveyance of the Property.

- a) Purchase Price. Subject to the terms of this Agreement, the City shall sell the Property to the Developer for the amount of \$225,000.00 (Purchase Price), and additionally for the consideration of the several covenants of the Developer contained in this Agreement, including, but not limited to, its covenants to redevelop the Property.

Property Description. The Property is included in the Lincoln Center Phase III area bounded by State Route 21 to the West, Lincoln Way to the South, and and Third Street NW to the East and Cherry Road to the North (referred to as "Property" herein). The Property will consist of approximately 3.2 usable acres. A general description of the Property is attached hereto as Exhibit A and said Property consists of the crossed hatched portion of Exhibit A. City shall provide Developer with a final legal description and ALTA survey.

- b) Payment of Purchase Price. The Developer shall pay sum of \$225,000.00 in cash at the time of closing.
- i. One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) of the Purchase Price shall be held by the City or its designee in escrow pending disbursement as set forth below.
  - ii. The One Hundred Thirty-Eight Thousand Dollars (\$138,000.00) being held in escrow by the City shall be used to pay the cost of demolition of the buildings existing on the Property, grading, and all other expenses associated with such demolition. Developer shall submit invoices to the escrow agent for payment as they are incurred. Developer shall be responsible for all costs and expenses associated with such demolition and in the event the funds held in escrow are not sufficient to pay the same Developer shall pay any excess cost associated with the demolition and hold City harmless from payment of the same.
  - iii. The Developer shall comply with all State, Federal, and local laws concerning remediation and environmental regulations with regard to the demolition of the structures.
  - iv. The Developer also agrees not to file for any type of personal or real estate property tax abatements.

*Changes*

(X)

(X)

*Delete  
OR Altimetal ST. Light  
& LANDSCAPING*

3. Conditions of Agreement.

- a. The City providing a legal description and ALTA survey acceptable to both parties. The cost for this survey, description and plat preparation will be paid by the developer.
- b. The City and Developer will jointly file for a mutually agreed upon zoning to accommodate commercial purposes.
- c. The City will provide the Developer a copy of all previously performed environmental studies. Said previously performed studies have been performed to the American Standardized Testing Methods (ASTM). If the Developer deems that further study is necessary, all additional investigation will be at the Developer's expense. The City will allow the Developer and or its assignee access to the Property after notification is given to the City for such and this agreement is fully executed.
- d. Existing structures. Developer agrees to purchase the Property AS IS and is fully aware of the existence of the buildings and structures on the Property. Developer has been provided with all environmental studies in the possession of City and, with such knowledge, agrees to accept the Property in its current condition and assume the cost and responsibility for demolition for all structures existing on the Property.
  - i. Developer, its successors and assigns agree to indemnify, defend, reimburse and hold harmless City, its successors and assigns from and against any and all claims including removal and remediation costs arising from the presence of hazardous substances upon, about or beneath the Property or migrating from the Property, or arising in any manner whatsoever out of the violation of any applicable federal, state or local environmental laws and regulations pertaining to the Property and the activities thereon, or the breach of any warranty or covenant or the inaccuracy of any representation of City contained in this Agreement unless such claim or violation exists solely as a result of the negligence or willful misconduct of City.

This obligation shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified persons), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when the same become due, any and all judgments, penalties or other sums due against such indemnified persons.



The obligations of Developer in this Paragraph shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other and any transfer of title to the Property (whether by sale, foreclosure, deed in lieu of foreclosure or otherwise)



- e. The Developer shall not erect a hotel, motel, or any building that would be erected for overnight stays.

4. Form of Deed; Title. The City will convey the Property by Quit Claim deed ("Deed") on the Closing Date as defined herein. The Deed will be agreed to by the parties and will be submitted to Developer at least five days before the Closing Date.

5. Prorating of Taxes. The City will pay the prorated amount of any real estate taxes due on the Property to be transferred. The prorating will be calculated to the date of closing. From the date of the closing, all real estate expenses will be the responsibility of the Developer.

6. Recordation and Transferring of Deed. The Developer shall promptly file the Deed with the Stark County Auditor; said filing is for the recording of and the transferring of the subject Property. Developer shall pay all costs for so recording and transferring of the Deed.

7. Local Building and Zoning Ordinances. The Developer shall comply with all local building and zoning codes. The Developer, once completion any market studies, shall petition the city for the zoning that will best fit the intended usage.

8. Governing Law. This Agreement shall be governed by and construed in accordance of the laws of the State of Ohio.

9. Assignability. The City may not assign this Agreement. The Developer may assign this Agreement or certain portions hereof, to one (1) or more entities or persons upon the written approval of the City, which approval will not be unreasonably withheld or delayed.

10. Resale of the Parcel

- a. If within three years after closing the Developer decides to sell the Property in total or in any part to a party outside the named partnership above, the Developer must remit to the City 50% the amount received over \$225,000.00.
- b. If said Developer sells the Property either in total or in part to a party outside the named partnership within three to five years of said closing, the developer must remit to the City 25% the amount over \$225,000.00.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MASSILON, OHIO

By: \_\_\_\_\_  
MIKE LOUDIANA  
Its: Director of Public Service/Safety

\_\_\_\_\_, LLC.

By: \_\_\_\_\_  
John D. Helline, Member

By: \_\_\_\_\_  
Roger DeVille, Member

**STATE OF OHIO, STARK COUNTY, SS:**

The foregoing instrument was acknowledged before me \_\_\_\_\_, 2005, by JOHN D. HELLINE, Member and ROGER DeVILLE, Member on behalf of 21 Lincoln Way Project, LLC, an Ohio limited liability company.

\_\_\_\_\_  
Notary Public

**STATE OF OHIO, STARK COUNTY, SS:**

The foregoing instrument was acknowledged before me \_\_\_\_\_, 2005 by MIKE LOUDIANA, Safety-Service Director on behalf of the City of Massillon, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally.

\_\_\_\_\_  
Notary Public

DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 7 - 2005

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve Change Orders No. 38, 39 and 40 for the 2000 Wastewater Treatment Plant Upgrade Project with Kokosing Construction Company upon the approval of the Board of Control, 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 Orders No. 38, 39 and 40 for the 2000 Wastewater Treatment Plant Upgrade Project with Kokosing Construction Company.

Section 2:

The Director of Public Service and Safety be and is hereby authorized to approve Change Orders No. 38, 39 and 40 for the Wastewater Treatment Plant Upgrade Project with Kokosing Construction Company upon the approval of the Board of Control.

Section 3:

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

Section 4:

This ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the further reason that said change orders are necessary for the efficient operation and completion of the upgrade of the Wastewater Treatment Plant. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

*SOSP 8-0  
P020 8-0*

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 8 - 2005

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into contract with the lowest and best bidder upon the approval of the Board of Control for the construction of part A and C of the Lincoln Center Phase III Infrastructure Improvements, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into contract with the lowest and best bidder for the construction of part A and C of the Lincoln Center Phase III Infrastructure Improvements as outlined by the City Engineer and in accordance with the plans and specifications previously prepared by the City Engineer.

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, with the lowest and best bidder and enter into contract with the lowest and best bidder for the construction of part A and C of the Lincoln Center Phase III Infrastructure Improvements.

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 timely commenced on the construction of part A and C for the Lincoln Center Phase III Infrastructure Improvements as such improvements are necessary to enable completion of the project located adjacent to the improvements. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

*5058-0  
pass-0*

ORDINANCE NO. 9 - 2005

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Plant Upgrade Fund, for the year ending December 31, 2005, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Plant Upgrade Fund, for the year ending December 31, 2005, the following:

\$109,167.57 to an account entitled "Wastewater Treatment Plant Upgrade Project" 1421.610.2510.

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2005

ATTEST: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      DENNIS HARWIG, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JANUARY 18, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 1 - 2005

BY COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION commending Mike Loudiana as a city councilman for the City of Massillon, Ohio.

WHEREAS, on January 5, 2005 Mike Loudiana completed seven years as a member of the Council of the City of Massillon, Ohio, and

WHEREAS, Mr. Loudiana has fully cooperated with all members of City Council and has devoted himself to his responsibilities and duties as a member of Massillon City Council, and

WHEREAS, Mr. Loudiana during his terms of office has given outstanding service to the citizens for the betterment of Massillon, as evidenced by his election four times to the City Council, and

WHEREAS, City Council desires to recognize and note upon its official records its appreciation and commendation to Mr. Mike Loudiana for the excellent service he has rendered to the people and the City of Massillon during his terms of office, and also to wish him well as he undertakes the position of Safety Service Director of the City of Massillon.

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

Section 1:

On behalf of the City of Massillon and the members of City Council, the Council commends Mike Loudiana for the efficient, energetic and capable manner in which he has discharged his duties and for the lasting contribution he has made to the City during his terms of office.

Section 2:

The City Council offers its best wishes to Mike Loudiana as he assumes the responsibilities of the Safety and Service Director of the City of Massillon.

Section 3:

That this Resolution shall be immediately effective.