

AGENDA

DATE: MONDAY, AUGUST 1, 2005

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

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

ORDINANCE NO. 83 – 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

P 9-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a funding agreement with Massillon Homes LLC for the construction of 50 units of single family housing, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 84 – 2005

BY: ENVIRONMENTAL COMMITTEE

35
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the purchase of two waste packer trucks with snow plows for the City of Massillon Solid Waste Department, and declaring an emergency.

ORDINANCE NO. 85 – 2005

BY: FINANCE COMMITTEE

P
AN ORDINANCE making certain appropriations from the unappropriated balance of the HOME Program Fund, Parking Enforcement Fund, Community Health Fund, Capital Improvement Fund and Waste Management Grant Fund, for the year ending December 31, 2005, and declaring an emergency.

ORDINANCE NO. 86 – 2005

BY: FINANCE COMMITTEE

135
AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund of the City of Massillon, Ohio, for the year ending December 31, 2005, and declaring an emergency.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS

(A) LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR DONATOS PIZZERIA LLC DBA DONATOS PIZZERIA 2630 LINCOLN WAY EAST MASSILLON, OHIO 44646.

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

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR JULY 2005
- B). MAYOR SUBMITS MONTHLY REPORT FOR JUNE 2005
- C). AUDITOR SUBMITS MONTHLY REPORT FOR JULY 2005

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

ORDINANCE NO. 73 – 2005

BY: POLICE AND FIRE COMMITTEE

P **AN ORDINANCE** amending CHAPTER 1511 "OPEN BURNING" of the Codified Ordinances of the City of Massillon, Ohio, and enacting new sections 1511.06 "DEFINITION AND EXEMPTION", 1511.07 "APPLICATION, LOCATION, MATERIAL, SIZE AND DURATION, AND ATTENDANCE", 1511.08 "APPROVED EXTINGUISHING EQUIPMENT" and 1511.09 "PROHIBITED OPEN BURNING", and declaring an emergency.

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

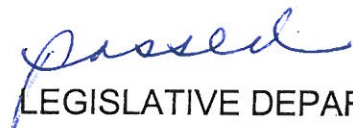
MARY BETH BAILEY - CLERK OF COUNCIL

DATE: AUGUST 1, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS


LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2005

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a funding agreement with Massillon Homes LLC for the construction of 50 units of single family housing, 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 funding agreement with Massillon Homes LLC for the construction of 50 units of single family housing in the City of Massillon, Ohio.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into a funding agreement with Massillon Homes LLC for the construction of 50 units of single family housing in the City of Massillon, Ohio.

Section 3:

The funding will be provided in the form of a deferred payment loan with a term of 20 years at 0% interest.

(SEE ATTACHED AGREEMENT)

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 will promote the growth of residential development in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

FUNDING AGREEMENT

This Funding Agreement (hereinafter referred to as "Agreement") has been made and entered into as of the _____ day of _____, 2005, between the City of Massillon and East Akron Neighborhood Development Corporation, an Ohio not for profit corporation (herein referred to as "EANDC" or "Subrecipient").

WITNESSETH:

WHEREAS, pursuant to Title 2 of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, the Federal government has made funds available to the City of Massillon (hereinafter referred to as "City") pursuant to the HOME Investment Partnership Act, to increase the number of families, especially very low-income families, served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, the City has submitted to the Department of Housing and Urban Development (hereinafter referred to as "HUD") the Comprehensive Plan (hereinafter referred to as "CP") that identified priority low-income housing needs and CP was approved; and

WHEREAS, Massillon Homes LLC has contracted with EANDC to develop and deliver a variety of affordable housing programs; and

WHEREAS, ICAN, Inc., and EANDC agree to act as sponsors as defined by U.S. Department of Housing and Urban Development in 24 CFR Part 92 for a neighborhood revitalization project known as Massillon Homes LLC; and

WHEREAS, Massillon Homes LLC has proposed to construct approximately fifty (50) affordable homes in the program area, fifty (50) of which will be low/moderate income homes, as more specifically described in the Exhibits attached hereto under the Affordable Housing Credit Program (hereinafter referred to as the "Project"); and

WHEREAS, there exists an opportunity to assist EANDC to construct fifty (50) units of affordable single-family homes, fifty (50) of which will be low/moderate income homes and three (3) of which will be assisted with HOME funds, on fee simple lots in the program area; and

WHEREAS, the City of Massillon agrees to provide funding assistance to EANDC by making a loan in the amount of \$40,000.00 in HOME Funds to EANDC,

which in conjunction with NRP Holdings LLC, shall develop and construct a comprehensive neighborhood revitalization project known as Massillon Homes, to be owned by Massillon Homes LLC, an Ohio limited liability company (the "Project Owner"), which consists of fifty (50) single-family homes, fifty (50) of which will be leased by low-moderate income families with an option to purchase at the end of fifteen (15) years at a predetermined price anticipated to be equal to the outstanding debt on the property; and

WHEREAS, this activity is consistent with both City and Federal government objectives as expressed in the HOME Investment Partnerships Act and City's CP; and

WHEREAS, the City of Massillon has authorized a loan in the total amount of \$40,000.00 composed of HOME Program funding;

NOW, THEREFORE, the parties for and in consideration of the promises and mutual obligations set forth below agree as follows:

1. Loan and Use of Funds.

The City of Massillon agrees to loan to Subrecipient and Subrecipient agrees to borrow from the City of Massillon the sum of forty thousand dollars (\$40,000) (hereinafter referred to as "Loan") in HOME Funds for the following purpose:

Forty thousand dollars (\$40,000) to provide funding assistance in the construction of the Project as more fully described in Attachment I, Statement of Work.

The Loan shall be subject to the terms and conditions set forth in this Loan Agreement.

2. Project.

The construction of the comprehensive neighborhood revitalization project known as Massillon Homes shall consist of a joint effort between Subrecipient and Project Owner. Subrecipient shall cause Project Owner to construct approximately fifty (50) new affordable single-family homes in the City's current affordable housing concentrated Project area. Subrecipient shall cause Project Owner to comply with all of the terms and conditions of this Agreement, including all federal, state and city laws and regulations described in this Agreement. Subrecipient shall fully complete the project.

3. Project Funding.

The total cost for the Project is estimated to be \$8,422,039.00. The source of funds for the total cost are First Merit Bank, State of Ohio - HDAP, City of Massillon, Neighborworks, LIHTC Equity and GP Equity. Subrecipient certifies that it has preliminary commitment of the funds from each of the sources identified and that the sources of funds are sufficient to fund the Project in full.

4. Project Schedule.

Subrecipient shall begin the Project no later than September 30, 2005 and shall complete the Project by December 31, 2006. Subrecipient shall prosecute the work necessary to complete the Project with the diligence required to insure its completion by the stated deadline. The Project shall be considered complete when all the necessary title transfer requirements and construction work have been performed in compliance with the obligations in this Agreement and the final drawdown has been disbursed. In the event that Subrecipient is unable to complete the acquisition, construction, and/or rehabilitation during the foregoing period, the schedule may be extended by mutual agreement of the parties. The term of the Agreement shall continue thereafter for an additional twenty (20) years to permit lease/rental and sale of the properties, fifty (50) of which are for participating low-moderate income families, with the excess funds returned to the City of Massillon in accordance with the program objectives.

5. Loan Terms.

(a) The City of Massillon's Loan of \$40,000.00 to EANDC shall be disbursed in accordance with paragraph 7, Disbursement of Loan Proceeds, of this Agreement. The HOME Funds disbursed pursuant to this Agreement shall be used to assist the construction of three (3) of the fifty (50) single-family affordable homes that comprise the Project. Subrecipient shall not expend more than \$15,000.00 of the \$40,000.00 in Loan funds designated for development or construction on any one unit within the Project.

(b) The term of the loan shall be twenty (20) years commencing on the date of the final disbursement of the loan funds to Subrecipient. The obligation of Subrecipient to repay the loan shall be evidenced by and repayable in accordance with the terms of the Cognovit Promissory Note, to be executed by Subrecipient, substantially

in the form attached hereto as Attachment III, payable to the order of City, with interest on the unpaid principal balance at a fixed annual rate of 0% per annum.

(c) City shall forgive and cancel the entire unpaid balance of the Cognovit Promissory Note twenty (20) years from its execution, provided that no material breach of any terms of the Loan Agreement have occurred.

6. Conditions of Loan.

The Loan is conditioned upon Subrecipient providing to the City of Massillon, for the City of Massillon review and approval, the following documents:

- (a) A fully executed Agreement, Note, Pledge Agreement and Collateral Assignment of Mortgage as described below;
- (b) A copy of the certificates for all required insurance policy or policies duly endorsed to indicate the City of Massillon as an additional insured to the extent of insured's interests;
- (c) Copies of all necessary and appropriate permits for the Project;
- (d) Certification as to compliance with the provision of the section of this Agreement titled "Compliance with Federal Labor Standards Requirements";
- (e) Evidence of the preliminary financing commitments, in addition to the City of Massillon's, necessary to fully fund the Project.
- (f) Copies of all relevant partnership and/or corporate documents that may be requested by the City of Massillon to determine organization and authorization, including those specified in the section of this Agreement titled "Organization and Authorization";
- (g) Copies of all current title reports for all real property upon which the Project is located;
- (h) Copies of the estimated construction schedule for the Project;
- (i) A copy of the final building plans and specifications as approved by the Building Department;
- (j) A copy of the construction agreement with a registered home builder or general contractor;
- (k) Copies of the construction agreements between the general contractor and any subcontractors;

- (l) A copy of the Notice of Commencement and the Notice to Proceed issued to the general contractor or any subcontractor;
- (m) An affidavit of Contractor from the general contractor identifying all subcontractors and/or material men for whom payment is requested;
- (n) Notarized waivers of lien from all subcontractors and/or material men from the prior disbursement.
- (o) A copy of the inspection report issued by City for either the roughed-in or finished work of any mechanical tradesmen for whom payment is requested;
- (p) A list of subcontractors with business in City, the dollar amounts of each of their contracts and the dollar amount of the disbursement that will go to pay them; and
- (q) Any other documents required pursuant to this Agreement.

7. Disbursement of Loan Proceeds.

(a) Subject to receipt of HOME Funds from the United States Treasurer by City, City of Massillon shall disburse the Loan funds to EANDC on a reimbursement basis for authorized expenditures for which vouchers and other similar documentation to support payment of expenses are maintained by EANDC under the generally accepted accounting principals and procedures approved by the City of Massillon and outlined in OMB Circular A-110, A-133 and A-128, as applicable. Said funds will be held in escrow by First Merit Bank. Subrecipient shall not request disbursement of funds until the funds are needed for payment of eligible costs. Costs eligible under the HOME Program are described in 24 CFR 92.206. Those costs include generally:

- (1) Development hard costs;
- (2) Acquisition costs;
- (3) Related soft costs; and
- (4) Relocation costs.

To be eligible for payment, costs must comply with the relevant regulations and the sources and uses of funds for this Project outlined in Attachment I. The amount of each

request must be limited to the amount needed for the eligible cost. Invoices and evidence for Project costs submitted by Subrecipient shall be verified and approved by the City of Massillon.

(b) The City of Massillon shall approve release of the loan funds to Subrecipient upon verification and approval of the invoice and evidence of Project costs and/or inspection and approval by City that the eligible and appropriate construction work was performed.

(c) The City of Massillon, in its discretion, may make disbursements directly to any subcontractor or other Project contractor or jointly to Subrecipient and any construction or other Project contractor.

(d) The Loan funds disbursed pursuant to each disbursement request may be disbursed subject to the ten percent (10%) hold back described below.

(e) The City of Massillon shall withhold the final ten percent (10%) of the Loan funds until the following conditions have been complied with:

- (1) The City of Massillon receives written verification from EANDC confirming the completeness of all Project construction;
- (2) Subrecipient has submitted to the City of Massillon sufficient documentation of expenditure for the entire cost of the Project;
- (3) Subrecipient has, in the City of Massillon's opinion, sufficiently documented all contracts and/or subcontracts let under this Project, if any;
- (4) All Equal Employment Opportunity documents and documents related to the provisions of the Davis-Bacon and related acts, to the extent applicable, have been completed properly and filed with the City of Massillon;
- (5) A copy of the Certificate of Occupancy, and all closed permits, for the Project have been submitted to City;
- (6) Subrecipient has submitted an Affidavit of Contractor identifying all subcontractors and/or material men;
- (7) Subrecipient has submitted the appropriate waivers of lien from any subcontractors or material men;
- (8) Subrecipient has submitted a copy of any management or leasing agreements;

- (9) Subrecipient has submitted a copy of the standard lease which will be used for tenants of the Project and copies of leases with tenants who are known at the time the other conditions of this paragraph have been complied with;
- (10) Subrecipient has submitted identification, demographic and income information regarding the initial occupants of the units in the real property and improvements resulting from the Project who are known at the time the other conditions of this paragraph have been complied with; and
- (11) All other documents required in this Agreement have been submitted and accept by the City of Massillon.

8. Security.

Subrecipient's obligation to make payments of principal and interest on the loan, and any other sums payable under this Agreement shall be secured by a recorded Pledge Agreement and Collateral Assignment of Mortgage in the form of Attachment IV. Said Collateral Assignment of Mortgage shall be on the land and improvements as more particularly set forth in Exhibit 1, to Attachment IV.

9. Affordability.

(a) Rental housing assisted with loan funds shall meet the affordability requirements of 24 CFR 92.252, as set forth in Attachment I.

(b) Subrecipient or Project Owner, and their successors and assigns, shall not be in violation of this section despite a temporary noncompliance caused by increases in the incomes of existing tenants if actions satisfactory to HUD are taken to ensure that vacancies are filled in accordance with federal regulations.

(c) Subrecipient shall ensure that the income of each tenant household is reexamined annually, including an annual income certification submitted by the tenant household, and that adjustments are made accordingly to the gross rent charged, income adjustments, and the monthly utility allowance.

(d) Subrecipient shall complete the Project with the Affordability Requirement, as set forth in Attachment I. Six months following initial occupancy of the Project and annually thereafter on that anniversary date, Subrecipient shall submit to the City of Massillon a certification of the following:

- (1) That documentation is on file to verify the information required by the above Affordability Requirements and a summary report in a format requested by the City of Massillon;
- (2) That tenant leases are in compliance with 24 CFR Part 92.253;
- (3) That Project is in compliance with the Affirmative Marketing requirements of 24 CFR Part 92.351; and
- (4) That the Project has been inspected by the City Health Department within the previous 24 months and that all orders have been complied. A copy of the final inspection report must be attached.

10. Term of Affordability.

The three (3) single-family homes assisted with loan funds shall remain affordable for not less than twenty (20) years beginning on the date of Project completion, which is the date on which the final drawdown of the loan has been disbursed, and without regard to the term of the loan or to transfer of ownership. A property foreclosure initiated by the first mortgage holder, or another transfer in lieu of foreclosure, is the only occurrence which may prematurely end the affordability period, as long as either action is not for the purpose of avoiding low-income affordability restrictions.

11. Enforcement of Affordability Requirements.

To enforce the affordability requirements, Subrecipient shall cause Project Owner to execute a Restrictive Covenant in substantially the same form as Attachment V, which creates a restrictive covenant specifying the affordability requirements for this Project and their duration and which shall be recorded at the time this Agreement is executed and prior to all mortgage liens incurred from this Project.

12. Displacement and Relocation.

Subrecipient shall comply with the regulations and laws regarding displacement, relocation, acquisition and replacement of housing, including those contained in 24 CFR 92.353, 49 CFR part 24 and the Uniform Relocation Assistance and Real Property

Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655) to the extent applicable to this Project.

13. Tenant and Participant Protections.

The HOME Program mandates certain protections for tenants in rental housing assisted with HOME funds. Subrecipient covenants and agrees that these protections will be provided and that these protections shall comply with HOME requirements.

14. Property Standards.

(a) In carrying out the rehabilitation or construction pursuant to the Project, Subrecipient or its contractor shall comply with all applicable state, federal and city laws and regulations, including all applicable housing, building and public health codes and any laws or policies of City regarding zoning, use and design, including City policies regarding the quality of materials and work.

(b) Subrecipient or its contractor shall be responsible for securing at its own expense, unless exempted by law or contract, any and all licenses, permits, approvals, consents and certificates of inspection required by law or by this Agreement.

15. Maintain Property.

Subrecipient shall maintain or cause to be maintained, the real property and improvements resulting from the Project in such condition, maintenance and repair that any dwelling units shall at all times be fit and habitable and the real property and improvements shall at all times be in compliance with all applicable housing quality standards and state and local code requirements, including all applicable housing, building, zoning and public health codes.

16. Insure Property.

Subrecipient shall maintain or cause to be maintained, during the term of this Agreement, the appropriate insurance, including comprehensive general public liability, property damage and indemnity insurance; hazard insurance policies covering fire and extended coverage; worker's compensation and employee liability insurance; and Builder's Risk Insurance. The insurance policies shall name the City of Massillon as an additional insured.

17. Environmental Review.

(a) Subrecipient acknowledges that as provided in 24 CFR 92.352, the environmental effects of each activity carried out with loan funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 and the related authorities in the implementing regulations at CFR parts 50 and 58.

(b) Subrecipient agrees that prior to undertaking any activity with respect to the Project, which will directly or indirectly cause any change to the natural or man-made environment, regardless of whether such activity is to be funded by monies provided pursuant to this Agreement, it will cooperate with the City of Massillon to comply, to the extent applicable, with the regulations found at 24 CFR part 58, and will complete all applicable environmental review and clearance requirements as provided in all applicable laws and authorities as listed in 24 CFR 58.5.

18. Environmental Conditions.

Subrecipient, its employee, contractors or agents shall not use, occupy, permit the Project site to be occupied, nor do or permit anything to be done in or on the Project site, in whole or in part, which will cause or be apt to cause structural damage to the Project site, constitute a public or private nuisance or cause pollution or contamination of the air, water and/or ground, violate any applicable state or federal environmental or other governmental regulation or hazardous waste legislation now or hereafter in force, with respect to the Project site. Subrecipient shall permit no waste, damage or injury to the Project site, nor shall any toxic or hazardous waste, substance or material of any kind or nature, including without limitation, asbestos and radon, be stored at, disposed of, emitted or released from, or be located, leaked or spilled in, upon, over or through the Project site.

19. Clean Air and Water Pollution Control.

Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, 42 U.S.C. 1857 et. seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et. seq., as amended.

20. Flood Disaster Protection.

Loan funds shall not be used for the acquisition, new construction or rehabilitation of a Project located in an areas identified by the Federal Emergency

Management Agency as having special flood hazards unless Subrecipient has obtained and will maintain the appropriate flood insurance.

21. Lead-Based Paint.

This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 *et. seq.*), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-base paint is prohibited whenever HOME funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with HOME funds must be eliminated, and purchasers and tenants assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

22. Affirmative Marketing.

Subrecipient shall comply with all affirmative marketing requirements required under HOME Regulations.

23. Housing Discrimination Prohibited.

(a) Subrecipient and any entity or agent acting on its behalf shall not exclude from participation in, deny benefits to or discriminate against any applicant for or participant in the services or housing to be provided pursuant to this Agreement because of race, color, national origin, religion, sex, age, handicap, ancestry or Vietnam-era or disabled veteran status.

(b) Subrecipient and any entity or agent acting on its behalf shall, as applicable, comply with the following:

- (1) The Fair Housing Act, 42 U.S.C. 3601-20, and implementing regulations at 24 CFR part 100;
- (2) Executive Order 11063, as amended by Executive Order 12259, regarding Equal Opportunity in Housing, and implementing regulations at 24 CFR part 1;
- (3) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, regarding Nondiscrimination in Federally Assisted Programs, and implementing regulations at 24 CFR part 1;
- (4) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and implementing regulations of 24 CFR part 146;

- (5) The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and implementing regulations at 24 CFR part 8; and
- (6) The Americans with Disabilities Act of 1990, 42 U.S.C. 1201-213, and implementing regulations at 29 CFR part 1630 and 36 CFR part 1191.

24. Accessibility Requirements.

Subrecipient shall comply, as applicable, with the accessibility requirements for individuals with mobility, vision and hearing impairments provided in Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and the implementing regulations at 24 CFR part 8. Generally, these provisions include a requirement that projects involving substantial alteration or new construction shall be designed and constructed so that a minimum of five percent (5%) of the total dwelling units or at least three units in a multi-family housing project, whichever is greater shall be made accessible for persons with mobility impairments. An additional six percent (6%) of the units, but not less than three (3) units, shall be accessible for persons with severe and persistent mental illness. These requirements are more fully explained and defined in the implementing regulations.

25. Equal Employment Opportunity.

(a) Subrecipient also shall comply, as applicable, with Executive Orders 11625 and 12432 concerning Minority Business and Executive Order 12138 concerning Women's Business Enterprise.

(b) Subrecipient shall not discriminate against any employee or applicant because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group of Vietnam-era or disabled veteran status. Subrecipient shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group of Vietnam-era or disabled veteran status. "Treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other

forms of compensation; selected for training, including apprenticeship, promoted; upgraded; demoted; downgraded; transferred; laid off and terminated.

(c) Subrecipient will, in all solicitations or advertisement for employees placed by or on behalf of Subrecipient; state that Subrecipient is an Equal Opportunity Employer.

(d) Subrecipient shall, as applicable, comply with the following:

- (1) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, regarding Nondiscrimination in Federally Assisted Programs, and implementing regulations at 24 CFR part 1;
- (2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and implementing regulations of 24 CFR part 146;
- (3) The prohibitions against discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and implementing regulations at 24 CFR part 8; and
- (4) The Americans with Disabilities Act of 1990, 42 U.S.C. 1201-213, and implementing regulations at 29 CFR part 1630 and 36 CFR part 1191.

(e) Subrecipient shall, as applicable, comply with the requirements of Executive Order 11246, as amended by Executive Orders 11375 and 12086, regarding equal employment opportunity and the implementing regulations at 41 CFR Chapter 60, all of which provide that no person shall be discriminated against on the basis or race, color, religion, sex or national origin in all phases of employment during the performance of construction pursuant to this Agreement, and that the contractors and subcontractors performing construction work shall take affirmative action to ensure fair treatment in employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection of training and apprenticeship. There are specific affirmative action obligations for construction work that are required pursuant to these Executive Orders.

26. Training and Employment of Project Area Residents.

(a) The work to be performed under this Agreement is on a Project assisted under a program providing direct Federal assistance from HUD and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968, as

amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment, in connection with planning and carrying out this Project, be given low-income residents of City and contracts for work in connection with the Project be awarded to business concerns including, but not limited to, individuals or firms doing business in the fields of planning, consulting, design, architecture, building construction, rehabilitation, maintenance or repair, which are located in or owned in substantial part by persons residing in City.

(b) Subrecipient shall comply with the provisions of Section 3 and may refer to the regulations set forth in 24 CFR part 135 for guidance regarding the objectives of Section 3.

27. Federal Labor Standard Requirements.

(a) Subrecipient and any of its contractors shall comply, as applicable, with HUD requirements, as outlined in 24 CFR 92.354, regarding labor standards. These HUD requirements state that any contract for the rehabilitation or construction of affordable housing with twelve (12) or more units assisted with loan funds must contain a provision requiring that not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor, pursuant to the Davis-Bacon Act, 40 U.S.C. 276a to be a-5, shall be paid to all laborers and mechanics employed in the development of the affordable housing and that those contracts shall also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-332;

(b) If Community Development Block Grant funds are used to finance the construction or rehabilitation, in whole or in part, for property containing eight (8) or more units, Subrecipient and any of its contractors or subcontractors shall comply with the applicable HUD requirements, as outlined in 24 CFR 507.603 for property containing eight (8) or more units. The regulations at 24 CFR 507.603 do not apply if Community Development Block Grant funds are used to finance Project elements other than construction or rehabilitation;

(c) Subrecipient and any contractors or subcontractors shall comply with the Davis-Bacon and Contract Work Hours and Safety Standards Acts and any regulations issued under these Acts, including 29 CFR part 5, and with other Federal

laws and regulations pertaining to labor standards and HUD Handbook 1344.1, Federal Labor Standards Compliance in Housing and Community Development Programs, as well as with the Copeland "Anti-Kick Back" Act, 18 U.S.C. 874, and the implementing regulations at 29 CFR part 3, all as applicable;

(d) The prevailing wage provisions do not apply to an individual who is not otherwise employed at any time in the construction work and who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered; and

(e) The prevailing wage provisions do not apply to members of an eligible family, who provide labor in exchange for acquisition of a property for home ownership or provide labor in lieu of, or as a supplement to, rent payments.

28. Debarment, Suspension or Ineligibility.

Subrecipient shall not use any of the funds provided by this Agreement to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period that the contractor is debarred, suspended or ineligible under the provision of 24 CFR part 24.

29. Religious Organizations and Religious Purposes.

(a) The loan funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. The loan funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.

(b) The loan funds may be used by a secular entity to acquire housing from a primarily religious organization and a primarily religious organization may transfer title to property to a wholly secular entity and the secular entity may use loan funds. The secular entity may be an existing or newly established entity, which may be an entity established, but not controlled by the religious organization.

(c) The real property and improvements resulting from the Project must be used exclusively for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for occupants of the property.

30. Conflict of Interests.

(a) In the procurement of property and services by Subrecipient, the conflict of interest provisions in 24 CFR 85.36 and OMB Circular No. A-110, Attachment O, apply. Generally, these provisions provide that Subrecipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which Federal funds are used, where, to her/his knowledge, she/he or her/his immediate family, partners, organization in which she/he or her/his immediate family or partner has a financial interest or with whom she/he is negotiating or has any arrangement concerning prospective employment. Subrecipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by Subrecipient's officers, employees or agents. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. Awards shall be made to the bidder/offeror who bid/offer is responsive to the solicitation and is most advantageous to the recipient, price and other factors considered as more fully set forth in the Statement of Work, Attachment I. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order to his bid/offer to be evaluated by Subrecipient. Any and all bids/offers may be rejected when it is in Subrecipient's interest to do so.

(b) In cases not governed by those provisions, which cases include the acquisition and disposition of real property, the provisions of 24 CF 92.356 apply. Generally, no employee, agent, consultant, officer or elected or appointed official of the City of Massillon or Subrecipient who exercises or has exercised any functions or responsibilities with respect to any activities that are in any way connected with this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to those activities, may obtain a financial interest or benefit from those activities, or have any interest in any contract, subcontract or agreement with respect to those activities, or the proceeds thereunder, either for

themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter, and Subrecipient shall take appropriate steps to assure compliance.

31. Community Housing Development Organization.

Subrecipient covenants and warrants that it is a private nonprofit organization that meets the requirements listed in 24 CFR 92.2 under the definition of a Community Housing Development Organization (CHDO).

32. Organization and Authorization.

(a) Subrecipient warrants that it is a duly organized nonprofit corporation that is validly existing and in good standing under the laws of the State of Ohio, and has the power to carry on its business as it is presently being conducted and to enter into and observe the provisions of this Agreement, the Note and Pledge Agreement and Collateral Assignment of Mortgage.

(b) Subrecipient shall provide to the City of Massillon a copy of the most recent Certificate of Good Standing issued by the Ohio Secretary of State, a copy of its Articles of Incorporation and a copy of its regulations. Subrecipient shall identify the name and address of its statutory agent and the names and addresses of its officers.

(c) Subrecipient further warrants that the entering into and performance by it of this Agreement, the Note and Pledge Agreement and Collateral Assignment of Mortgage has been duly authorized by all necessary corporate and/or partnership action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect and having applicability to Subrecipient or any provision of Subrecipient's Articles of Incorporation, Regulations or By-Laws, and/or partnership agreement or result in a breach of or constitute a default under any indenture, bank loan, credit agreement or any other agreement or instrument to which Subrecipient is a party or by which it or its property may be bound or affected. Subrecipient has delivered to the City of Massillon a copy of the corporate resolution or other documents that clearly show that the person or persons who sign on behalf of Subrecipient has the authority to sign and bind Subrecipient to the terms of this Agreement.

(d) Subrecipient shall submit to the City of Massillon prior to its execution of this Agreement, the certification described in Appendix B of 24 CFR part 24 stating that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement.

33. Maintain Existence.

Subrecipient agrees to maintain its corporate or partnership existence, rights, privileges and franchise within the State of Ohio in full force and effect. Subrecipient shall maintain standard and modern systems of accounting in accordance with generally accepted accounting principles. Subrecipient shall notify the City of Massillon of any material change in the ownership, structure, control or operation of Subrecipient including, without limitation:

- (a) Merger into or consolidation with any other persons or business entities;
- (b) Changing the nature of its business as carried on as of the date they sign this Agreement; or
- (c) Substantial distribution, liquidation, encumbrance or other disposal of Subrecipient's assets.

34. Uniform Administrative Requirements.

(a) During the performance of this Agreement, Subrecipient shall comply with the uniform administrative requirements stipulated in Office of Management and Budget (OMB) Circulars No. A-110, No. A-122 and No. A-133, as stated in 24 CFR 92.505 (b) and 24 CFR 92.506.

(b) Attachment F of Circular A-100 outlines standards for financial management systems. Subrecipient shall follow the standards outlined in Attachment F. Subrecipient shall establish and maintain accounting system which will provide effective financial controls. Subrecipient shall use adequate internal controls shall maintain necessary source documentation for all costs incurred.

35. Payment of Taxes.

Subrecipient shall duly pay and discharge all taxes, assessments and governmental charges levied upon it or against its properties prior to the date on which

penalties would attach, except that Subrecipient shall not be required to pay any tax, assessment or governmental charge which is being contested by it in good faith and by appropriate and timely proceedings, provided that Subrecipient provides prior written notice to the City of Massillon of that contest and proceeding.

36. Payment of Fees.

Subrecipient shall pay all third-party fees, expenses and charges incurred with respect to the loan and its making, the obligations imposed upon Subrecipient pursuant to this Agreement, and the enforcement of this Agreement, including, but not limited to, title examinations, title commitment, title insurance, survey costs, recording and filing fees, escrow fees, documentary stamps and any other taxes, fees and expenses payable in connection with the loan and its making, the obligations imposed upon Subrecipient pursuant to this Agreement, and the enforcement of this Agreement.

37. Limitation of Liability.

Subrecipient acknowledges that the City of Massillon shall not be liable to Subrecipient for completion of or the failure to complete any activities which are a part of the Project. Subrecipient acknowledges that should a Court of competent jurisdiction order the City of Massillon to hold disbursement of the loan funds, the City of Massillon shall incur no liability to Subrecipient. Nothing herein shall be construed to make the Subrecipient liable for the negligence of the City of Massillon.

38. Indemnification.

Subrecipient agrees to indemnify, defend and save harmless the City of Massillon against all liability, claims, losses, damages and costs arising from any act or omission by, or negligence of, Subrecipient or its contractors or subcontractors or the officers, agents or employees of either while engaged in the performance of this Agreement. If a legal defense or legal counsel and Subrecipient shall pay all costs and expenses, including attorney's fees.

39. Subcontracting.

Subrecipient shall be fully responsible to the City of Massillon for the acts and omissions of its contractors, subcontractors and of persons either directly or indirectly employed by those contractors or subcontractors, just as Subrecipient is fully responsible

to the City of Massillon for the acts and omissions of persons directly or indirectly employed by it.

40. Reporting, Records and Right to Inspect.

(a) Subrecipient shall report to the City of Massillon certain identification, demographic and income information regarding the occupants of the units in the real property and improvements resulting from the Project.

(b) Subrecipient shall comply with the City of Massillon requests for reports concerning the matters covered by this Agreement, including, but not limited to, any reports regarding the leases with tenants, the affordable housing requirements, the tenant and participants protections, the affirmative marketing requirement, the property standards and maintenance requirements and identification, requirements and identification, demographic and income information regarding the occupants of the units in the real property and improvements resulting from the Project.

(c) Subrecipient shall keep and maintain books, records and other documents relating directly to all matters covered by this Agreement, including its receipt and disbursement of the loan funds and the requirements regarding affordability and tenant protections. Except as otherwise authorized, these items shall be maintained for a period of four (4) years after receipt of the final disbursement under this Agreement. Any required annual report or documentation shall be maintained for a period of three (3) years from the date of the termination of this Agreement.

(d) Any duly authorized representative of the Secretary of HUD and/or the Comptroller General of the United States and the City of Massillon shall at all reasonable times have access to and the right to inspect, copy, audit and examine all of those books, records and other documents relating directly to its receipt and disbursement of the loan funds and other matters covered by this Agreement until the completion of all terms.

(e) Subrecipient shall furnish to HUD or the City of Massillon as reasonably requested in a form that is reasonable, statements, records, data and information pertaining to matters covered by this Agreement.

41. Access to the Project.

Any duly authorized representative of the Secretary of HUD and the City of Massillon, shall have access, at all reasonable time to any portion of the Project site until the terms of the Agreement have been complied with and fulfilled.

42. Transfer of Interest in Project.

Under all circumstances, including those that may be acknowledged by the City of Massillon at the time this Agreement is signed by Subrecipient, Subrecipient shall not transfer any interest in the Project site, including the real property and improvements, without the prior written consent of the City of Massillon, provided, however, that Subrecipient may lease the units of the Project in the ordinary course of business and may grant purchase options to tenants with respect to the property occupied by such tenants.

43. Assignability.

Subrecipient shall not assign or transfer any interest in this Agreement or Note without the prior written consent of the City of Massillon.

44. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of Subrecipient and the City of Massillon. When used in the Agreement, the terms "the City of Massillon" and "Subrecipient" shall include any successors and permitted assigns, or any permitted entity designated by either party to carry out the obligations of that party regarding the Project. This includes any entity which may assume ownership of the Project site.

45. Compliance with Applicable Laws and Regulations.

(a) Subrecipient shall comply with all applicable federal, state and local laws, ordinances, regulations and administrative rulings, including those applicable to a Project funded pursuant to the HOME Investment Partnership Program whether or not otherwise referenced in this Agreement.

(b) For the purpose of the Agreement, all of 24 CFR Part 92 is incorporated by reference and made a part of this Agreement as if fully rewritten herein. The definitions contained in Part 92.2 shall control unless this Agreement specifically provides or the context requires otherwise.

46. Performance of Other Contracts.

Subrecipient shall pay punctually the principal and interest on any other indebtedness relating to the Project now or hereafter owing by Subrecipient to any other lender and shall observe and perform the obligations and covenants contained in the loan documents for the other indebtedness relating to the Project.

47. Absence of Default.

No condition, circumstance, event, agreement, document, instrument, restriction, pending threatened litigation or proceeding exists which could adversely affect the validity or priority of the liens and security interests granted to the City of Massillon under this Agreement, the Note and Pledge Agreement and Collateral Assignment of Mortgage, which could adversely affect the ability of Project Owner to acquire and own the Project property and Subrecipient to complete the Project, which could adversely affect the ability of Subrecipient to perform its obligations under this Agreement, the Note and Pledge Agreement and Collateral Assignment of Mortgage, which would constitute a default in the obligations of Subrecipient under this Agreement, the Note and Pledge Agreement and Collateral Assignment of Mortgage or which would constitute a default with the giving of notice or lapse of time or both.

48. Remedies.

(a) If Subrecipient fails to fulfill in a timely and proper manner any term or condition contained in this Agreement, the Note or Pledge Agreement and Collateral Assignment of Mortgage and the City of Massillon shall have the right to exercise concurrently or successively any one or more of the following rights or remedies. The City of Massillon shall give Subrecipient written notice of Subrecipient's failure or violation and Subrecipient shall have thirty (30) days to remedy the failure or violation. However, if Subrecipient knows of the failure or violation, the Subrecipient shall have thirty (30) days from the date the failure or violation became known to it to remedy that failure or violation and written notice by the City of Massillon shall not be necessary. If Subrecipient's failure or violation is the failure to timely pay the installment of principal or interest on the Note within thirty (30) days of its due date, then the City of Massillon shall have the right to exercise concurrently or successively

any one or more of the following rights or remedies immediately upon written notice to Subrecipient of the failure to timely pay.

(b) The City of Massillon shall have the right to exercise concurrently or successively any one or more of the following rights or remedies if:

- (1) Subrecipient becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of, or the appointment of a receiver, trustee, or liquidator for it or a substantial portion of its assets to effect a plan or other arrangement with creditors, or is adjudicated bankrupt, or makes a voluntary assignment for the benefit of creditors; or
- (2) An involuntary petition is filed against Subrecipient under any bankruptcy, insolvency or similar law seeking the reorganization of or the appointment of any receiver, trustee or liquidator for it, or of a substantial part of the property of Subrecipient, or a writ or warrant of attachment or similar process is issued against a substantial part of the property of Subrecipient, and such petition is not dismissed, or such writ or warrant of attachment or similarly process is not released or bonded within thirty (30) days after the filing or levy.
 - (A) Wholly or partially terminate this Agreement and the rights given to Subrecipient in it;
 - (B) Temporarily or permanently withhold or reduce funds not yet paid to Subrecipient;
 - (C) Recover from Subrecipient funds previously paid to Subrecipient;
 - (D) Disallow all or part of the cost of noncompliant activity;
 - (E) Wholly or partially suspend the Agreement;
 - (F) Declare the unpaid principal of the Note, and the unpaid accrued interest, and any other amounts due under this Agreement, the Note and the Pledge Agreement and Collateral Assignment of Mortgage immediately due and payable; and
 - (G) Exercise any and all individual rights the City of Massillon may have in law or equity.

(c) If the City of Massillon choose any of the remedies outlined, that remedy is effective immediately upon notice to Subrecipient of the remedy chosen by the City of Massillon.

(d) No action or inaction by the City of Massillon at any time of any of the terms or conditions of this Agreement, the Note or Pledge Agreement and Collateral Assignment of Mortgage shall be deemed or construed as a waiver of those terms or conditions or of other terms or conditions in those documents or of the timely proper performance of any terms or conditions in any of the documents. No waiver shall be valid against the City of Massillon unless reduced to writing and signed by an officer of the City of Massillon empowered to execute the waiver.

(e) Subrecipient shall pay all fees, expense and charges incurred by the City of Massillon in the enforcement of this Agreement and the exercise of any of its rights or remedies, including the fees and out-of-pocket expenses of legal counsel employed by the City of Massillon.

49. Repayment of Funds.

(a) Subrecipient shall repay the total amount of the loan funds disbursed for the Project to the City of Massillon if, at any time, the housing does not meet the affordability requirements outlined in the sections of this Agreement titled "Affordability" and "Term of Affordability."

(b) Subrecipient shall repay and loan funds disbursed for the Project to the City of Massillon if the Project is terminated before its completion for any reason.

50. Termination and Suspension.

(a) The City of Massillon may, in its discretion, terminate or suspend this Agreement, in whole or in part, and may recover any funds disbursed or to be disbursed if the Subrecipient:

- (1) Violates any of the provision of this Agreement;
- (2) Violates any of the provisions, conditions or terms of the HOME Investment Partnership Act of the National Affordable Act of 1990;
- (3) Violates any applicable regulations or terms and conditions of approval of the application which the

Secretary of HUD has issued or shall issue during the term of this Agreement; or

- (4) Fails to complete performance in a timely manner.

(b) The City of Massillon may also terminate or suspend this Agreement, in whole or in part, in the event that the Secretary of HUD shall:

- (1) Withdraw funds allocated to the City under its application for program activities which substantially prevent performance of the HOME Program in the City;
- (2) Terminate the City's funding allocation pursuant to any Act of Congress or Order of the Executive or Judicial Branches of the United States Government; or
- (3) Fail to approve a grant application filed by the City.

(c) In the event of termination or suspension by the City of Massillon under (a) or (b) above, the City of Massillon shall give Subrecipient at least ten (10) days written notice, and the Subrecipient agrees, depending on the contents of the notice of termination or suspension, to do any of, though not limited to, the following:

- (1) Cease any of all work under this Agreement.
- (2) Cancel any or all outstanding obligations; or
- (3) Incur no new obligations.

(d) Subject to the section of this Agreement titled "Repayment of Funds," Subrecipient may terminate all or part of this Agreement upon written notice to the City of Massillon stating the reason, the effective date and, if the termination is partial, the portion of the Agreement to be terminated. However, if the City of Massillon determines that in a partial termination the remaining portion of the Agreement will not accomplish agreed upon eligible activities, the City of Massillon may terminate the entire Agreement and, if applicable, exercise any of the remedies stated in the section of this Agreement titled "Remedies."

(e) In the event of termination or suspension by either party of this Agreement, Subrecipient will be paid a pro-rated amount for expenditures properly incurred for any non-cancelable obligations. Notwithstanding any of the provisions of

this section, Subrecipient shall not be relieved of liability to the City of Massillon for damages sustained by the City of Massillon by virtue of any breach of this Agreement by Subrecipient. Until such time as the exact amount of damages due the City of Massillon agrees upon or otherwise determined, the City of Massillon may withhold funds from the Subrecipient.

51. Failure to Invoke Remedies is not Waiver.

No failure of the City of Massillon to enforce its rights, remedies or options shall be inferred to be a waiver of any of its rights, remedies, or options hereunder or at law and it may at any time, enforce any or all of its rights, remedies and options.

52. Reversion of Assets.

Upon expiration of this Agreement, Subrecipient shall transfer to the City of Massillon any loan funds on hand at the time of the expiration and any accounts receivable attributable to the use of loan funds.

53. Disclaimer of Relationships.

Subrecipient acknowledges that nothing contained in this Agreement or any act of the Secretary of HUD or the City of Massillon shall be deemed or construed by Subrecipient to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, joint venture or of any association or relationship involving the Secretary of HUD or the City of Massillon.

54. No Oral Representations.

All of the terms and conditions of the Agreement between the parties are stated in the Agreement.

55. Partial Invalidity.

A provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and those other provisions shall remain in full force and effect.

56. Amendments.

This Agreement may be amended only after written approval by the City of Massillon Director of the Department of Community Development.

57. Notices.

A notice or communication under this Agreement by either party to the other shall be sufficiently given or delivered if mailed by certified U.S. Mail, postage prepaid, to Subrecipient or the City of Massillon at the addresses set forth at the end of this Agreement or to any different address which either of the parties may designate in writing.

58. Term of Agreement.

This Agreement shall remain in full force and effect until the later of either the expiration of the term of affordability for this Project as specified in the section titled "Term of Affordability" or the satisfaction or cancellation of the Promissory Note.

IN WITNESS WHEREOF, triplicate originals of this Agreement have been signed by the duly authorized representative of the parties and at the place first above written this _____ day of _____, 2005.

WITNESSES:

CITY OF MASSILLON

By: _____

Its: _____

Address: _____

Phone: _____

WITNESSES:

EAST AKRON NEIGHBORHOOD
DEVELOPMENT CORPORATION,
an Ohio not for profit corporation

By: _____

Its: Grady Appleton, Executive Dir.

Address: 550 South Arlington Street
Akron, Ohio 44306

Phone: 330-773-6838

Approved as to form and legal sufficiency:

Pericles G. Stergios, Director of Law
City of Massillon, Ohio

DATE: AUGUST 1, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 84 - 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 a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the purchase of two waste packer trucks with snow plows for the City of Massillon Solid Waste 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, according to law, and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the purchase of two waste packer trucks with snow plows for the City of Massillon Solid Waste 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 to 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 purchase of two waste packer trucks with snow plows for the City of Massillon Solid Waste Department.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for the more efficient operation of the Solid Waste Department in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: AUGUST 1, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 85 - 2005

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the HOME Program Fund, Parking Enforcement Fund, Community Health Fund, Capital Improvement Fund and Waste Management Grant 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 HOME Program Fund, for the year ending December 31, 2005, the following:

\$40,000.00 to an account entitled "HOME Housing Program" 1229.845.2814

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Parking Enforcement Fund, for the year ending December 31, 2005, the following:

\$38,000.00 to an account entitled "Services/Contracts" 1208.445.2392

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Community Health Fund, for the year ending December 31, 2005, the following:

\$15,000.00 to an account entitled "Services/Contracts" 1235.705.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2005, the following:

\$6,000.00 to an account entitled "Fire Department Repairs" 1401.325.2511

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Waste Management Grant Fund, for the year ending December 31, 2005, the following:

\$6,000.00 to an account entitled "Recycling Services/Contracts" 1222.605.2392

Section 6:

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

WITNESSETH:

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: AUGUST 1, 2005

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 86 - 2005

1st reading
LEGISLATIVE DEPARTMENT
2nd reading 8/15
passed 9/6

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund of the City of Massillon, Ohio, 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 I:

There be and hereby is appropriated from the unappropriated balance of the General Fund of the City of Massillon, Ohio, for the year ending December 31, 2005, the following:

\$100,000.00 to an account entitled "Police Salary" 1100.305.2110
\$ 75,000.00 to an account entitled "Street Salary" 100.435.2100
\$ 30,000.00 to an account entitled "Street Insurance" 1100.435.2210
\$ 20,000.00 to an account entitled "Street PERS" 1100.435.2230
\$ 17,000.00 to an account entitled "Auditor Staff" 1100.205.2111
\$ 15,600.00 to an account entitled "Income Tax Salary" 1100.210.2111
\$ 13,400.00 to an account entitled "Service Director" 1100.160.2110
\$ 10,000.00 to an account entitled "Auditor Services & Contracts" 1100.205.2392
\$ 7,800.00 to an account entitled "City Hall & Public Bldgs Insurance" 1100.410.2230
\$ 7,800.00 to an account entitled "Health Dept Insurance" 1100.705.2210
\$ 7,300.00 to an account entitled "Mayor Staff Salary" 1100.110.2111
\$ 7,000.00 to an account entitled "Engineering Salary" 1100.405.2110
\$ 4,000.00 to an account entitled "Police Staff Salary" 1100.305.2111
\$ 4,000.00 to an account entitled "Animal Control Salary" 1100.305.2114
\$ 3,000.00 to an account entitled "Building Salary" 1100.415.2110
\$ 2,000.00 to an account entitled "Auditor Staff PERS" 1100.205.2230
\$ 2,000.00 to an account entitled "Bank Charges" 1100.905.2396
\$ 1,100.00 to an account entitled "Mayor Staff PERS" 1100.110.2230
\$ 1,000.00 to an account entitled "Police Staff PERS" 1100.305.2230
\$ 1,000.00 to an account entitled "Building PERS" 1100.415.2230
\$ 650.00 to an account entitled "Engineering PERS" 1100.405.2230
\$ 600.00 to an account entitled "Service Director PERS" 1100.160.2230
\$ 200.00 to an account entitled "Council Staff PERS" 1100.105.2230