

AGENDA

DATE: TUESDAY, FEBRUARY 21, 2006
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN TIM BRYAN
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

Passed 9/0
ORDINANCE NO. 27 – 2006 BY: ENVIRONMENTAL COMMITTEE

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

Passed -1/0
ORDINANCE NO. 28 – 2006 BY: ENVIRONMENTAL COMMITTEE

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

Passed 9/0
ORDINANCE NO. 29 – 2006 BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 50 foot wide sanitary sewer easement on Out Lots 933 and 856 for Concord Village, and declaring an emergency.

Passed 7/0
ORDINANCE NO. 30 – 2006 BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 20 foot wide storm sewer easement for the Concord Village development in the City of Massillon, and declaring an emergency.

Passed 9/0
ORDINANCE NO. 31 – 2006 BY: PARK AND RECREATION COMMITTEE

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 rental of 108 golf carts for The Legends of Massillon, and declaring an emergency.

TUESDAY, FEBRUARY 21, 2006

ORDINANCE NO. 32 – 2006 BY: FINANCE COMMITTEE

1st reading - AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Seifert Technologies, Inc., to implement a city wide network infrastructure, and declaring an emergency.

Passed 9/10 ORDINANCE NO. 33 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Lincoln Centre III Fund and the General Fund, for the year ending December 31, 2006, and declaring an emergency.

ORDINANCE NO. 34 – 2006 BY: FINANCE COMMITTEE

Passed 9/10 AN ORDINANCE making certain appropriations from the unappropriated balance of the Park and Recreation Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

Passed 9/10 ORDINANCE NO. 35 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE making a transfer in the 2006 appropriation from the Park and Recreation Capital Fund to State Hospital Endowment Fund of the City of Massillon, Ohio, and declaring an emergency.

7 assd. 9/10 ORDINANCE NO. 36 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the State Hospital Endowment Fund; for the year ending December 31, 2006, and declaring an emergency.

Passed 9/10 ORDINANCE NO. 37 – 2006 BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety to accept the Massillon F.O.P. Henderson Lodge #105 Police Officers Associates contract effective January 1, 2006 through December 31, 2008, and declaring an emergency.

RESOLUTION NO. 7 – 2006 BY: FINANCE COMMITTEE

15th reading A RESOLUTION extending support from the City of Massillon to the proposed Massillon Homes II.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

(A) LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR SPEEDWAY SUPERAMERICA LLC DBA SPEEDWAY 522 ERIE ST N MASSILLON, OHIO 44646

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

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY 2006
- B). TREASURER SUBMITS MONTHLY REPORT FOR JANUARY 2006
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY 2006.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR JANUARY 2006
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR JANUARY 2006
- F). MAYOR SUBMITS MONTHLY REPORT FOR JANUARY 2006
- G). CANTON-STARK COUNTY CRIME LABORATORY ANNUAL REPORT FOR 2005

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

Pass 9/10
ORDINANCE NO. 13 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, according to law, for the sale of Lot Nos. 2572 and 16416, Parcel Nos. 06-03162 and 06-18315, located on First Street NW, in the City of Massillon, Stark County, Ohio and owned by said City, which are not needed for any municipal purpose, and declaring an emergency.

Passed 9/10
ORDINANCE NO. 16 – 2006 BY: PUBLIC UTILITIES COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas Oil Lease with Great Lakes Energy Partners, LLC for a 46.30 acre parcel owned by the City of Massillon, and declaring an emergency.

Passed
ORDINANCE NO. 21 – 2006 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

AN ORDINANCE accepting the replatting of Part of Out Lot 933, located on the north side of Hankins Road NE, west of Valerie Avenue and including the dedication of additional right-of-way for Hankins Road and Valerie Avenue for street purposes, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

2nd reading
ORDINANCE NO. 26 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing and directing the Director of Pubic Service and Safety of the City of Massillon, Ohio, to enter into an agreement with CTI Environmental, Inc. to perform a Preliminary Odor Control Study for the City of Massillon Regional Wastewater Treatment Facility, and declaring an emergency.

TUESDAY, FEBRUARY 21, 2006

Ind.
RESOLUTION NO. 2 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

A RESOLUTION extending support from the City Council of the City of Massillon, Ohio, to a development proposed by LW Associates and Community Development Corp.

2nd.
RESOLUTION NO. 3 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

A RESOLUTION expressing the support of the City of Massillon for the proposed Massillon Senior Housing Development proposed by PIRHL.

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: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 27 - 2006

BY: ENVIRONMENTAL COMMITTEE

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

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

Section 1:

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

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant is in the amount of Fifty-Seven Thousand Three Hundred Dollars (\$57,300.00) and is accepted pursuant to the terms of the grant agreement.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the composting 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.

**2nd page is signature page only.*

2006 COMPOSTING GRANT
AGREEMENT BETWEEN
THE CITY OF MASSILLON
AND THE STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT

THIS AGREEMENT is made and entered into this 6th day of January, 2006 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the Grantee has submitted an application to the District for a grant to provide funding for the composting program described therein (the Program); and

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$57,300.00 to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding composting programs in connection with implementation of the District's Solid Waste Management Plan, should be expended to fund the Grant in the amount of \$57,300.00; and

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

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

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

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

- 1.01 The District hereby awards to the Grantee the Grant in an amount not exceeding \$57,300.00 for the purpose of providing financial assistance for the Program Activities as approved as fundable expenses as outlined in Exhibit A. The District agrees to disburse Grant funds to the Grantee for Approved Activities in an amount not exceeding the amount set forth above. The Grantee hereby acknowledges and agrees that the amounts payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the fund into which fees levied by the District under Division (B) of Section 3734.57 of the Revised Code are required to be deposited, and that amount payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board or the Solid Waste Management Policy Committee of the District (the Policy Committee) or from any moneys of Stark County, Tuscarawas County or Wayne County (the Counties). This Agreement does not and shall not constitute a general obligation of the District, the Board, the Policy Committee or any of the Counties.

1.02 The District hereby agrees to pay the Grantee, subject to the provisions of Section 6 of this Agreement and paragraph 1.03 of this section, the 2006 Grant in the aggregate amount of \$57,300.00 for the Grant Purposes, payable as follows:

- (i) \$11,460.00 within forty-five days after the execution and delivery of this Agreement,
- (ii) \$11,460.00 within forty-five days after submission of a report in accordance with Section 2.01 for the period ending March 31, 2006,
- (ii) \$11,460.00 within forty-five days after submission of a report in accordance with Section 2.01 for the period ending June 30, 2006,
- (iv) \$11,460.00 within forty-five days after submission of a report in accordance with Section 2.01 for the period ending September 30, 2006, and
- (v) \$11,460.00 within forty-five days after submission of a report in accordance with Section 2.01 for the period ending December 31, 2006.

1.03 The Grantee agrees not to expend, without the prior written consent of the District, any moneys disbursed to it as proceeds of the 2006 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2006 of the Grant Purposes, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2006 Grant funding from the District shall also be subject to the provisions of Section 3.

1.04 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2006, for the performance in 2006 of Grant Purposes, shall be repaid to the District not later than March 1, 2007. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports

2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit B (Quarterly Invoices), Exhibit C (Quarterly Reports), and Exhibit D (Statement of Costs Incurred), on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer. Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved.

- (i) March 31, 2006
- (ii) June 30, 2006
- (iii) September 30, 2006 (and)
- (iv) December 31, 2006.

Section 3. Compliance with Federal and State Law

The Grantee agrees to comply with all applicable federal, State and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. The Grantee is an independent contractor with the District under this Agreement, and neither the Grantee nor any of its, subcontractors, employees or agents, including without limitation, the County Recycling Education Specialist, is an employee of the District. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same.

Section 4. Deposit of Moneys and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically the amount:

- (i) any moneys disbursed to it under this Agreement,
- (ii) the purpose for which any such moneys are expended, and
- (iii) the balance of any such moneys that remain unexpended (those unexpended moneys, for the purpose of this Agreement, being deemed to constitute and hereinafter referred to as the "Solid Waste Assistance Account").

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, the Policy Committee, any committee or subcommittee of either the Board of Directors or the Policy Committee, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same.

Section 6. Termination

Either the District or the Grantee may terminate this Agreement at its option and discretion, without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

The Grantee shall pay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2006 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this section 5, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations. The provisions of this Section 5 shall survive the termination of this Agreement.

Section 7. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee:	City of Massillon One James Duncan Plaza Massillon, Ohio 44646 Attention: Linda McGill
If to the District:	Stark-Tuscarawas-Wayne Joint Solid Waste Management District 9918 Wilkshire Boulevard NE Bolivar, Ohio 44612 Attention: Treasurer

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 8. Source of Financial Assistance; Extent of Covenants: No Personal Liability

- 8.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.
- 8.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 9. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 10. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 12. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 14. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

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

CITY OF MASSILLON

Dated: _____

Title:

Dated: _____

Title:

STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT

Dated: _____

Chairperson, Board of Directors

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2006 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT A

FUNDABLE EXPENSES

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

- Liability insurance for grant-funded personnel, equipment and activities
- Gift certificates, awards and other recognition certificates.
- Promotional items such as decals, patches, buttons, pencils, pens, T-shirts, magnets, car litter bags, etc.
- Signs for litter collection and recycling efforts
- Purchase, lease, lease-to-purchase or build buildings utilized in approved activities and any improvements made to such building
- Annual membership dues for source reduction, recycling, litter prevention, environmental education and other grant-related organizations such as the Organization of Solid Waste Districts of Ohio (OSWDO), the Solid Waste Association of North America (SWANA), the Ohio Association of Litter Prevention & Recycling Professionals (OALPRP), the Eastern Ohio Solid Waste Professionals (EOSWP), the National Recycling Coalition (NRC) and Keep America Beautiful (KAB).

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 28 - 2006

BY: ENVIRONMENTAL COMMITTEE

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

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

Section 1:

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

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant is in the amount of Thirty Thousand Dollars (\$30,000.00) and is accepted pursuant to the terms of the grant agreement.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

** 2nd page is signature page only.*

**2006 RECYCLING GRANT
AGREEMENT BETWEEN
CITY OF MASSILLON
AND THE STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT**

THIS AGREEMENT is made and entered into this 6th day of January, 2006 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the Grantee has submitted an application to the District for a grant to provide funding for the recycling program described therein; and

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$30,000.00 to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs in connection with implementation of the District's Solid Waste Management Plan, should be expended to fund the Grant in the amount of \$30,000.00; and

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

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

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

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

- 1.01 The District hereby awards to the Grantee the Grant in an amount not exceeding \$30,000.00 for the purpose of providing financial assistance for the Program Activities as approved as fundable expenses as outlined in Exhibit A. The District agrees to disburse Grant funds to the Grantee for Approved Activities in an amount not exceeding the amount set forth above. The Grantee hereby acknowledges and agrees that the amounts payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the fund into which fees levied by the District under Division (B) of Section 3734.57 of the Revised Code are required to be deposited, and that amount payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board or the Solid Waste Management Policy Committee of the District (the Policy Committee) or from any moneys of Stark County, Tuscarawas County or Wayne County (the Counties). This Agreement does not and shall not constitute a general obligation of the District, the Board, the Policy Committee or any of the Counties.

- 1.02 Disbursements to the Grantee. Grantee shall prepare and submit quarterly invoices, in substantially the form attached hereto as Exhibit B (the Quarterly Invoice), for the expenses incurred for Approved Activities of the Program to the Board on each of the following dates:

- (i) March 31, 2006
- (ii) June 30, 2006
- (iii) September 30, 2006 (and)
- (iv) December 31, 2006.

Grant funds shall be disbursed quarterly by the District, for actual expenses incurred, to the Grantee or a payee designated by the Grantee for Approved Activities within 45 days after receipt by the District of the Quarterly Invoice provided by the Grantee evidencing that the Grantee has paid expenses of Approved Activities in the amount requested to be disbursed or that the amount requested to be disbursed is due and payable for expenses incurred, each such invoice to be prepared, completed and signed in a form and a manner satisfactory to the Treasurer.

- 1.03 Grantee agrees that Grant funds shall be used solely to reimburse it for the payment of expenses of Approved Activities or to pay those expenses. Expenses incurred by the Grantee for items that are not a part of the Approved Activities or costs incurred for items in the Approved Activities that are in excess of the amount of the Grant shall not be reimbursed without the prior written approval of the District.

Section 2. Progress Reports

- 2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit C (the Quarterly Report), on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer.

- (i) March 31, 2006
- (ii) June 30, 2006
- (iii) September 30, 2006 (and)
- (iv) December 31, 2006.

Section 3. Compliance with Federal and State Law

The Grantee agrees to comply with all applicable federal, State and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. The Grantee is an independent contractor with the District under this Agreement, and neither the Grantee nor any of its, subcontractors, employees or agents, including without limitation, the County Recycling

Specialist, is an employee of the District. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same.

Section 4. Deposit of Moneys and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically the amount:

- (i) any moneys disbursed to it under this Agreement, and
- (ii) the purpose for which any such moneys are expended

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 5. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, the Policy Committee, any committee or subcommittee of either the Board of Directors or the Policy Committee, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same.

Section 6. Termination

Either the District or the Grantee may terminate this Agreement at its option and discretion, without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

The Grantee shall pay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is

encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2006 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this section 5, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations. The provisions of this Section 5 shall survive the termination of this Agreement.

Section 7. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee: City of Massillon
 151 Lincoln Way East
 Massillon, Ohio 44646
 Attn: Michael Loudiana

If to the District: Stark-Tuscarawas-Wayne Joint Solid
 Waste Management District
 9918 Wilkshire Boulevard NE
 Bolivar, Ohio 44612
 Attention: Treasurer

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 8. Source of Financial Assistance; Extent of Covenants: No Personal Liability

8.01.1 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

- 8.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 9. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 10. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 11. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 12. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 13. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 14. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 15. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

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

CITY OF MASSILLON

Dated: _____

Title:

Dated: _____

Title:

STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT

Dated: _____

Chairperson, Board of Directors

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2006 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT A
FUNDABLE EXPENSES

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

- Liability insurance for grant-funded personnel, equipment and activities
- Gift certificates, awards and other recognition certificates.
- Promotional items such as decals, patches, buttons, pencils, pens, T-shirts, magnets, car litter bags, etc.
- Signs for litter collection and recycling efforts
- Purchase, lease, lease-to-purchase or build buildings utilized in approved activities and any improvements made to such building
- Annual membership dues for source reduction, recycling, litter prevention, environmental education and other grant-related organizations such as the Organization of Solid Waste Districts of Ohio (OSWDO), the Solid Waste Association of North America (SWANA), the Ohio Association of Litter Prevention & Recycling Professionals (OALPRP), the Eastern Ohio Solid Waste Professionals (EOSWP), the National Recycling Coalition (NRC) and Keep America Beautiful (KAB).

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 29 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 50 foot wide sanitary sewer easement on Out Lots 933 and 856 for Concord Village, 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 accept the dedication of a 50 foot wide sanitary sewer easement on Out Lots 933 and 856 for Concord Village.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to accept the dedication of a 50 foot wide sanitary sewer easement on Out Lots 933 and 856 for Concord Village, as further described on exhibit "A" attached hereto and as set forth below:

Being known as Out Lots 933 and 856, located on the north side of Hankins Road NE, east of Wales Road. The request is to dedicate a 50 foot wide sanitary sewer easement to serve the proposed new Concord Village and Pebble Chase development. This request has been submitted by Providence Development/Robin Warstler.

Section 3:

That this Ordinance is hereby declared to be an emergency measure for the reason that this 50 foot wide sanitary sewer easement must be dedicated to enable timely completion of the development. 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.

**2nd page is signature page only.*

[illegible]

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 30 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 20 foot wide storm sewer easement for the Concord Village development in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to accept the dedication of a 20 foot storm sewer easement for the Concord Village development in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to accept the dedication of a 20 foot storm sewer easement for the Concord Village development in the City of Massillon, as the same is described on exhibit "A" attached hereto and below;

Being known as Out Lots 425 and lots 10525, 12387, located on the south side of Hankins Road NE, east of 17th Street NE. The request is to dedicate a 20 foot wide storm sewer easement to serve the proposed new Concord Village development. This request has been submitted by Providence Development/Robin Warstler.

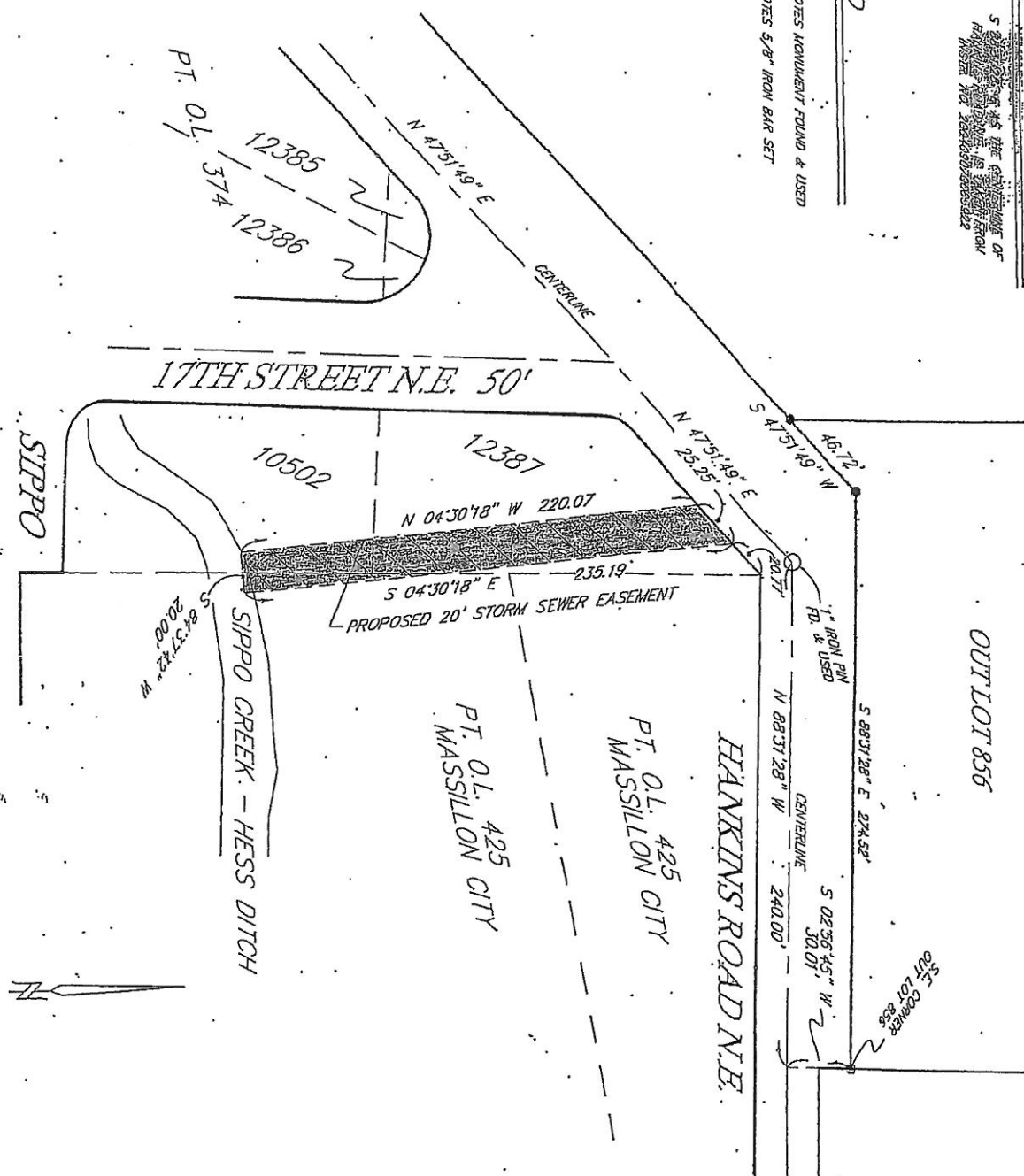
Section 3:

That this Ordinance is hereby declared to be an emergency measure for the reason that the dedication of the storm sewer easement will provide for better drainage and storm water runoff for the entire area. 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.

**2nd page is signature page only.*

LEGEND

- - DENOTES MONUMENT FOUND & USED
- - DENOTES 5/8" IRON BAR SET



AT
2387

HOOVER & ASSOCIATES, Inc.

Professional Surveying Services

5782 Huckleberry Street N.W.
North Canton, Ohio 44720
phone (330) 494-6744

Road NE, east of 17th S

Out Lot 425 and lots 10525, 12387; located on the south side of Hankins

The request is to dedicate a 20-foot wide storm sewer easement to meet NE.

serve the proposed Concord Village development. The parcels are zoned R-3 Single Family

idental and are owned by the City of Massillon Park system as Furnas Park Dog Park. This easement will also require approval by the Park & Recreation Board and City Council.

Applicant: Providence Hospital / Robin Warstler

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 31 - 2006

BY: PARK AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the rental of 108 golf carts for The Legends of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby 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 rental of 108 golf carts for The Legends of Massillon.

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 rental of 108 golf carts for The Legends of Massillon.

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 Legends of Massillon. It's imperative to have the golf carts here before the golfing season is scheduled to begin. 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.

** 2nd page is signature page only.*



2700 Augusta Drive SE
Massillon, OH 44646
(330) 830-4653

GOLF CART RENTAL BID SPECS

Total of 108 golf carts:

- 68 48-volt electric carts
- 40 gasoline carts

Carts must be late model carts (model year 2000 or newer)

All carts to be equipped as follows:

- 1) aluminum frames
- 2) new beige bodies and newly recovered beige seats
- 3) new floor mats and pedal pads
- 4) hinged windshields, sign holders, sweater basket, sand bottles, and club protectors. All such accessories to be in good condition

Additionally there shall be four (4) late model gasoline carts (model year 2000 or newer) equipped with cargo boxes.

Additionally there shall be two (2) gasoline utility vehicles with beds.

The rental price shall include:

- 1) all parts and service
- 2) weekly scheduled service
- 3) emergency service
- 4) insurance coverage
- 5) winter reconditioning
- 6) new batteries in all carts during the 3 year term of this agreement
- 7) complimentary late model gas range cart and two (2) complimentary gas work carts with cargo boxes

Term: 3 years

The agreement shall include option(s) for the city to renew the terms of the agreement up to a total of three (3) years at a negotiated fee not to exceed the original rental fee. The City reserves the right to terminate the extension at any point with 6 month prior notification.

RECEIVED

FEB 09 2006

MB Bailey

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 32 - 2006

1st reading
LEGISLATIVE DEPARTMENT

2nd reading 3/6
passed 3/20

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Seifert Technologies, Inc., to implement a city wide network infrastructure, 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, is hereby authorized and directed to enter into an agreement with Seifert Technologies, Inc., to analyze the existing computer networks and systems of the city and prepare a proposal for a city wide network infrastructure.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement with Seifert Technologies, Inc., to analyze the existing computer networks and systems of the city and prepare a proposal for a city wide network infrastructure. The cost of the project by Seifert Technologies, Inc., 2323 Nave Road SE, Massillon, Ohio, is Forty-Eight Hundred Dollars (\$4,800.00).

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to have the professional services of Seifert Technologies, Inc., to perform this city wide computer and network analysis to make the departments throughout the city more efficient. 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.

** 2nd page is signature page only.*

Departments Included in Network

The following departments were identified in our initial meeting with Mr. Loudiana on Jan 18, 2006.

Engineering Department
Building Department
Income Tax Department
Solid Waste Department
Police Department
Civil Service Department
Housing Department
Community Service Department
Administration
Treasury Department

*Auditor Department
*Fire Department
*Law Department
Parks and Recreation Department
Senior Center
Legends Golf Course
Waste Water Treatment Plant
Health Department
City Counsel

*Elected Departments may or may not be included

Assumptions

It is our assumption that the Administration office believes that the departments listed above would benefit from a city-wide network for the purpose of data sharing across a secure city-wide network to eliminate the duplication of data entry and the time it takes for departments to provide data to one another.

The Administration office staff should be able to access data on an as needed basis from all departments.

It is in the city's best interest to select a single IT service provider who will be used for IT support and maintenance in the departments listed above.

Discovery

In order to assess the needs and desires of the city departments, it is necessary to visit and interview each department head. The department head interviews will be used to:

- * Review hardware and software currently in use
- * Review all current contracts with outside firms for support and maintenance
- * Discover what data could and would be shared
- * Discover procedures, likes, and dislikes of current IT infrastructure

At the end of this phase a complete and better understanding of what is needed to provide a city-wide IT network infrastructure will exist and enable us to:

- * Provide a detail of discovery to the Administration upon completion
- * Identify the technology required for participation in the city-wide network
- * Identify areas where potential cost savings exist
- * Investigate/recommend software or procedures to eliminate duplication of efforts or work (i.e. Common budgeting or payroll software)
- * Estimate costs of completing recommendations

Total: \$ 4,800.00

STANDARD TERMS AND CONDITIONS

Terms: Net (30) days, invoiced monthly. After 30 days a 1% service charge will be incurred and added each month.

Conditions: Programming services are offered on a best-efforts basis using generally accepted industry practices. Programming errors resulting in system, machine performance, or production inadequacies and found to have been caused by Seifert Technologies, Inc., will be corrected to the extent of providing reprogramming to implement corrections. System deficiency costs, production under runs, checkout or any expenses related to the physical correction of such programming errors will not be assumed by Seifert Technologies, Inc. and will not be the responsibility of Seifert Technologies, Inc.

All new hardware comes with a manufacturers warranty, unless otherwise noted. Seifert Technologies, Inc. will assist the end user in resolving all warranty related hardware issues to the best of our ability.

Thank you for the opportunity to submit this proposal and we trust that it meets with your favorable consideration.

Yours truly,

Matthew Ashton
IT Manager

330-833-2700 ext. 103
mashton@seifert.com

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 33 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Lincoln Centre III Fund and the General Fund, for the year ending December 31, 2006, 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 Lincoln Centre III Fund, for the year ending December 31, 2006, the following:

\$9,735.00 to an account entitled "Services/Contracts" 1425.905.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the General Fund, for the year ending December 31, 2006, the following:

\$4,800.00 to an account entitled "Service Director's Services/Contracts" 1100.160.2392

Section 3:

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.

** 2nd page is signature page only.*

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 34 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Park and Recreation Capital Improvement Fund, for the year ending December 31, 2006, 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 Park and Recreation Capital Improvement Fund, for the year ending December 31, 2006, the following:

\$69,750.00 to an account entitled "Transfer To" 1433.505.2710

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the Park and Recreation Department 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 _____ 2006

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 35 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making a transfer in the 2006 appropriation from the Park and Recreation Capital Fund to State Hospital Endowment Fund of the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

There be and hereby is a transfer in the 2006 appropriation from the Park and Recreation Capital Fund of the City of Massillon, Ohio, the following:

\$69,750.00 FROM: "Park and Recreation Capital Fund" 1433.505.2710
\$69,750.00 TO: "State Hospital Endowment Fund" 1370.905.1860

Section 2:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary to make the payment on the State Hospital property. 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 _____ 2006

APPROVED _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 36 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the State Hospital Endowment Fund, for the year ending December 31, 2006, 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 State Hospital Endowment Fund, for the year ending December 31, 2006, the following:

\$69,750.00 to an account entitled "Purchase of Property" 1370.905.2510

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the Park and Recreation Department 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 _____ 2006

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: FEBRUARY 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st Reading
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 7 - 2006

BY COMMUNITY DEVELOPMENT COMMITTEE

TITLE: A RESOLUTION extending support from the City of Massillon to the proposed Massillon Homes II.

WHEREAS, the development will be comprised of up to forty (40) single family homes to be located on scattered sites in the City of Massillon, and

WHEREAS, none of the development's units will be market rate units, and

WHEREAS, all of the units will be leased to households whose annual incomes are 60 percent or less of the Area Median Gross Income, and

WHEREAS, none of the homes will be set-aside to serve a special needs population, and

WHEREAS, the development will utilize Housing Tax Credits; therefore,

BE IT RESOLVED ON THE _____ DAY OF _____ IN THE YEAR 2006 BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO:

Section 1:

That the Massillon City Council extends its full support to Massillon Homes II, an affordable housing development of single family homes in the City of Massillon.

Section 2:

That the Clerk of Council be and he/she is hereby authorized and directed to forward a certified copy of this Resolution to the development owner care of The NRP Group LLC at 5309 Transportation Blvd, Cleveland, Ohio 44125 and that a copy of this Resolution be recorded in the minutes of this meeting.

** 2nd page is signature page only :*