

AGENDA

DATE: MONDAY, APRIL 2, 2007

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M. - 8:30

THERE ARE NO PUBLIC HEARING 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

ORDINANCE NO. 41 - 2007

1ST READING

PUBLIC
HEARING
APR. 16

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

ORDINANCE NO. 42 - 2007

1ST READING

MAY
TH

7:30 P.M.

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-T Two Family Residential & RM-1 Multiple Family Residential to R-1 Single Family Residential.

ORDINANCE NO. 43 - 2007

PASS 9-0

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 Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 44 - 2007

PASS 9-0

BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE accepting the replatting of Parts of Out Lot 122, located between 14th Street NW and 15th Street NW, north of Auburn Avenue, 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.

ORDINANCE NO. 45 - 2007

PASS 9-0

BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, for the lease/purchase of six (6) police cruisers for the Massillon City Police Department, and declaring an emergency.

MONDAY, APRIL 2, 2007

ORDINANCE NO. 46 – 2007

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Law of the City of Massillon, Ohio, to renew a one year contract with the Stark County Public Defender's Office, for the purpose of providing representation for indigent defendants, and declaring an emergency.

ORDINANCE NO. 47 – 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE vacating a portion of a certain public alley.

ORDINANCE NO. 48 – 2007

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the Local Law Enforcement Trust Fund, 1406 Wastewater Treatment Capital Improvement Fund and the 1206 Muni Motor Vehicle License Fund, for the year December 31, 2007, and declaring an emergency.

RESOLUTION NO. 3 – 2007

BY: COMMITTEE OF THE WHOLE

PASS 9-0

A RESOLUTION in support of the Stark Arts Festival Week.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM HARBS MARATHON LLC 804 WALES RD MASSILLON OHIO 44646 TO EL GHAZAL GASOLINE SERVICES LLC DBA HARBS MARATHON 05 804 WALES RD MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR MARCH 2007

B). AUDITOR SUBMITS MONTHLY REPORT FOR MARCH 2007

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

MEIER OBSTAINS ON 29 & 30 - B-0

ORDINANCE NO. 29 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS B-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a purchase agreement for the sale of the Armory property located at 1974 Harsh Avenue SE, to the Massillon City Board of Education, and declaring an emergency.

ORDINANCE NO. 30 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS B-O
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the Massillon City Board of Education, 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: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 41 - 2007

1st reading
LEGISLATIVE DEPARTMENT

2nd reading 4/16

passed 5/17

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974 (which title is hereunder referred to as the "Act") and the regulations promulgated thereunder (24 CFR Parts 58 and 570, hereunder referred to as the "Regulations") is authorized to make block grants to units of general local government to help finance housing and community development programs (which grants are hereinafter to as "CDBG" grants); and

WHEREAS, the City of Massillon proposes to apply for such a grant for Fiscal Year 2007 and has, in that connection and as required by and pursuant to the Act and Regulations, prepared a Consolidated Plan for community development, including a strategic plan for meeting its housing and community development needs, and an annual action plan describing the activities that the City proposes to undertake with CDBG funds; and

WHEREAS, the City of Massillon has developed and implemented a citizen participation plan to make information available to citizens, public agencies, and others on the various elements of CDBG program; to encourage participation of citizens and organizations representing citizens, particularly low and moderate income citizens, in the development of the Consolidated Plan; to hold public meetings on the Plan and proposed CDBG Budget and to provide timely and adequate notice of such meetings; and to provide technical assistance to citizens and citizen groups requesting assistance to adequately participate in the planning, implementation, and evaluation of the Consolidated Plan and CDBG Program; and

WHEREAS, the Council has duly reviewed and considered the Consolidated Plan and Annual Action Plan, along with the views and proposals of citizens, and the comments and recommendations of the City's administrative and planning officials.

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

Section 1:

This Council hereby finds and determines that the Consolidated Plan and Annual Action Plan properly and adequately identifies the City's housing and community development needs and objectives; and that the programs and activities to be undertaken by the City with CDBG funds as provided for under the Act for the 2007 Program Year have been designed so as to give maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, so as to achieve the national objectives of the CDBG program which are to develop viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for low and moderate income persons; and for these reasons, this Council approves said Plan.

Section 2:

That the Mayor, being the chief executive officer of the City of Massillon, is hereby designated as the authorized representative of the City, to act in connection with the City's application for CDBG funds, and to provide such additional information, as well as to execute and file such additional documentation or certifications as may be required by the Secretary or by other responsible agencies in connection with the application.

Section 3:

That this Council hereby finds and determines that the City in preparing its application for CDBG funds, has complied with the applicable requirements of the Act and Regulations, and that this Council hereby approves the Annual Action Plan and authorizes the Mayor to execute and file the application, together with all related documentation, with the Secretary.

Section 4:

That this Council hereby directs that the City of Massillon is carrying out its CDBG funded activities, continue to comply with applicable requirements of the Act and Regulations and with other applicable laws including civil rights, equal opportunity and fair housing, citizens participation, real property acquisition and relocation, environmental protection, fair labor standards, and the requirement of giving maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, and this Council authorizes the Mayor to execute and file with the Secretary certifications in such form as the Secretary may prescribe, which will provide assurances concerning these foregoing matters, and concerning other matters as may be required by the Secretary in connection with carrying out the City's CDBG program.

Section 5:

That this Council hereby authorizes the Mayor to consent to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provision of such act applies to the Secretary's responsibilities for environmental review, decision making, and action to be assumed and carried out by the Mayor; and authorizes the Mayor to consent, on behalf of the City, to accept the jurisdiction of the Federal Courts for the purposes of carrying out the CDBG program; and furthermore, that this Council hereby authorizes the Mayor to execute and file such other documents and take such other actions in connection with the

environmental review process as may be required by the Act and Regulations.

Section 6:

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2007

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

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

CITY OF MASSILLON FY 2007 CDBG PROGRAM

Project Name	Description	Amount Proposed 2007
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CITY CDBG ACTIVITIES

City Housing Program	Housing Rehabilitation/Emergency Home Repair Program	\$215,000
Housing Code Enforcement	Code Enforcement in lower income Neighborhoods	\$94,000
Demolition Program	Demolition of vacant, dilapidated structures	\$25,000
Target Area Street Program	Repaving of streets within designated low income residential neighborhoods	\$90,000
Planning, Administration, Fair Housing	CD Dept. Staff costs	\$125,000
Park & Recreation Dept. Summer Youth Program	Outreach Summer Youth Playground Program	\$10,000
CITY PROJECTS TOTAL		\$559,000

LOCAL AGENCY PROJECTS

Massillon Main Street	Downtown Exterior Façade/Rehabilitation Program	\$50,000
Boys & Girls Club of Massillon	"KidStop" Summer Program	\$20,000
Westark Family Services	Homemaker services for elderly and/or handicapped residents	\$10,000
Western Stark Medical Clinic	Free medical clinic serving low income uninsured persons	\$10,000
Community Health Foundation	Neighborhood Partnership Grants to local neighborhood associations	\$10,000
Domestic Violence Project	Massillon Shelter Services for domestic violence victims	\$8,000
Community Services of Stark County	Family Living Center Homeless Shelter services	\$8,000
Lighthouse Visions Inc.	Basic life skills education for youth, including foster children	\$8,000
Greater Stark County Urban League	Housing Counseling Program/Rental, Mortgage Default Counseling	\$5,000
Massillon Commission to Advance Literacy	Adult Literacy Training Program	\$3,000
YWCA of Western Stark County	Child care services for low income families	\$3,000
Faith in Action of Western Stark County	In-home caregiver services for the ill, frail elderly and/or handicapped	\$3,000
Family Economic Success Program	Financial literacy services, including income tax assistance, at Lillian Beane Center	\$3,000
LOCAL AGENCY PROJECTS		\$141,000

CDBG PROGRAM TOTALS (City Projects + Local Agency Projects)

\$700,000

CDBG PROGRAM FUNDING RESOURCES

FY 2007

CDBG Entitlement Grant from U.S. Dept. of HUD	\$747,797
Amount Reserved for Required Section 108 Loan Payment	-\$207,168
Estimated Program Income to be Received during Program Year	\$33,486
Re-allocated CDBG Funding	\$125,885

TOTAL FUNDING AVAILABLE

\$700,000

DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 42 - 2007

2nd reading 4/16
passed 5/7

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-T Two Family Residential & RM-1 Multiple Family Residential to R-1 Single Family Residential.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from R-T Two Family Residential & RM-1 Multiple Family Residential to R-1 Single Family Residential. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on March 14, 2007 and that notice and public hearing has been given according to law.

Section 2:

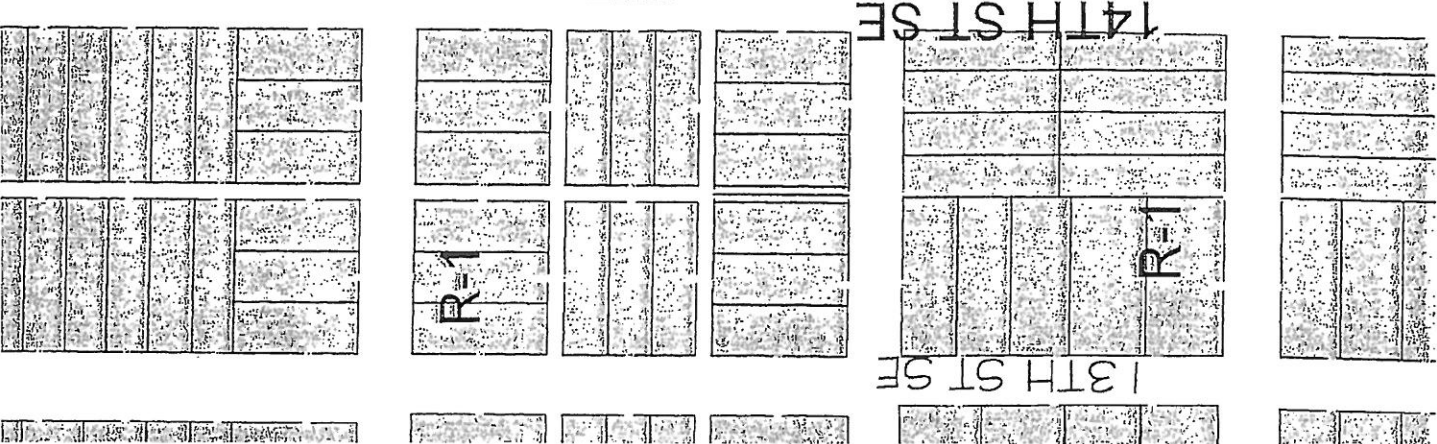
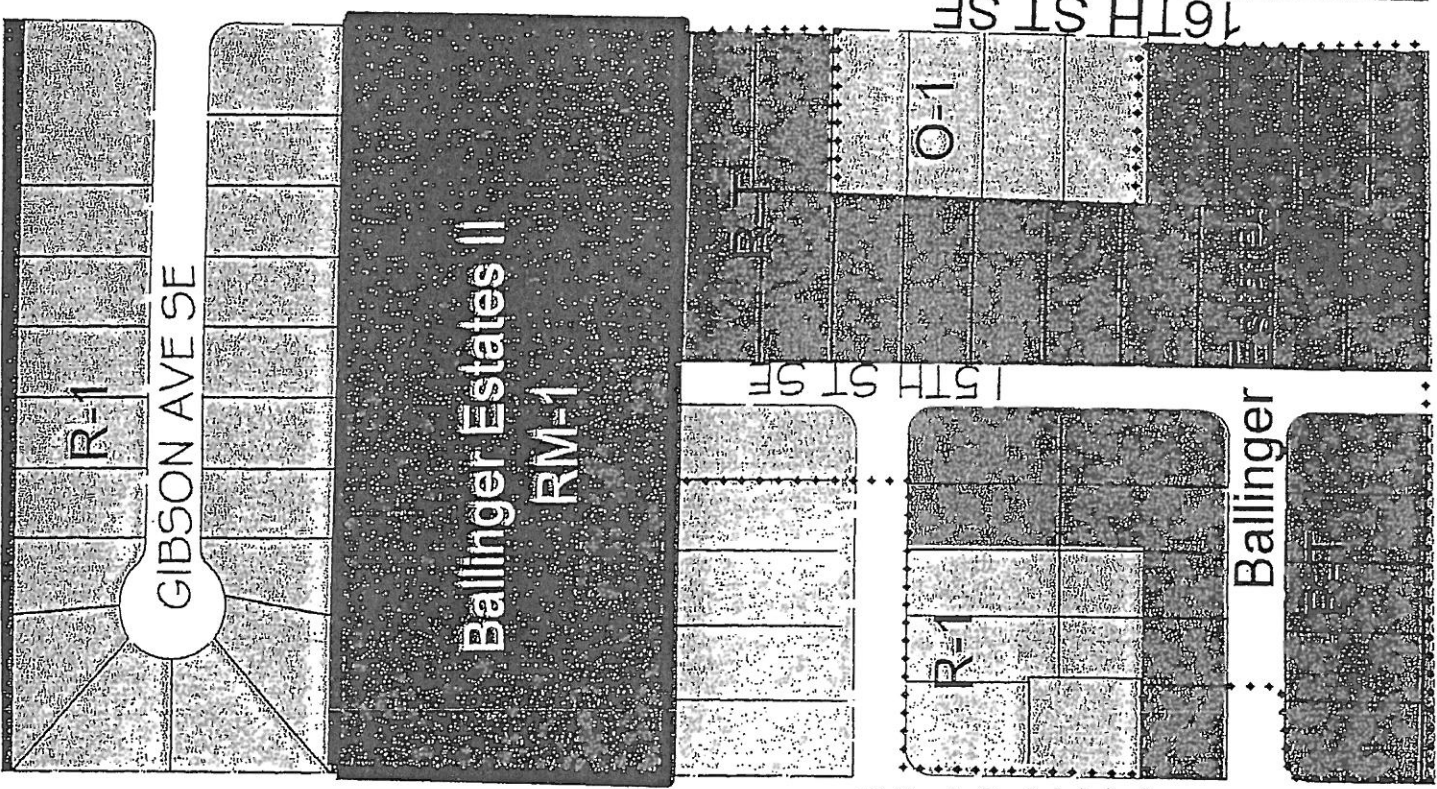
The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as R-1 Single Family Residential.

Being known as Lots 17023 thru 17029, Part of Out Lots 17030, 17031, 17036, 17037, 17039 thru 17054 and Out Lot 303, located on the west side of 16th Street SE, in the Ballinger Estates Subdivision. The applicant is Massillon Homes I LLC and Massillon Homes II LLC. The purpose for the rezoning is to sure the property will remain a single family allotment.

Section 3:

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page



RAILINGER ESTATES I

BEING PART OF OUTLOTS 298 & 302 AND THE REPLACEMENT OF LOT 11418, LOTS 11795 THRU 11803 AND LOTS 12410 & 12411
IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

CITY	ON	AREA	TOTAL
1	17050	0.0000	0.00
2	17050	0.0000	0.00
3	17050	0.0000	0.00
4	17050	0.0000	0.00
5	17050	0.0000	0.00
6	17050	0.0000	0.00
7	17050	0.0000	0.00
8	17050	0.0000	0.00
9	17050	0.0000	0.00
10	17050	0.0000	0.00
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12	17050	0.0000	0.00
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31	17050	0.0000	0.00
32	17050	0.0000	0.00
33	17050	0.0000	0.00
34	17050	0.0000	0.00
35	17050	0.0000	0.00
36	17050	0.0000	0.00
37	17050	0.0000	0.00
38	17050	0.0000	0.00
39	17050	0.0000	0.00
40	17050	0.0000	0.00
41	17050	0.0000	0.00
42	17050	0.0000	0.00
43	17050	0.0000	0.00
44	17050	0.0000	0.00
45	17050	0.0000	0.00
46	17050	0.0000	0.00
47	17050	0.0000	0.00
48	17050	0.0000	0.00
49	17050	0.0000	0.00
50	17050	0.0000	0.00

	CURVE	LENGTH	HEADS	DELTA	CHIRG	BEARING	ARGENT
1	62	34.25	25.50	15.37	551.5653	7	25.41
2	62	34.25	25.50	15.37	548.6254	7	25.41
3	62	34.25	25.50	15.37	545.6855	7	25.41
4	62	34.25	25.50	15.37	542.7456	7	25.41
5	62	34.25	25.50	15.37	539.8057	7	25.41
6	62	34.25	25.50	15.37	536.8658	7	25.41
7	62	34.25	25.50	15.37	533.9259	7	25.41
8	62	34.25	25.50	15.37	530.9860	7	25.41
9	62	34.25	25.50	15.37	528.0461	7	25.41
10	62	34.25	25.50	15.37	525.1062	7	25.41
11	62	34.25	25.50	15.37	522.1663	7	25.41
12	62	34.25	25.50	15.37	519.2264	7	25.41
13	62	34.25	25.50	15.37	516.2865	7	25.41
14	62	34.25	25.50	15.37	513.3466	7	25.41
15	62	34.25	25.50	15.37	510.4067	7	25.41
16	62	34.25	25.50	15.37	507.4668	7	25.41
17	62	34.25	25.50	15.37	504.5269	7	25.41
18	62	34.25	25.50	15.37	501.5870	7	25.41
19	62	34.25	25.50	15.37	498.6471	7	25.41
20	62	34.25	25.50	15.37	495.7072	7	25.41
21	62	34.25	25.50	15.37	492.7673	7	25.41
22	62	34.25	25.50	15.37	489.8274	7	25.41
23	62	34.25	25.50	15.37	486.8875	7	25.41
24	62	34.25	25.50	15.37	483.9476	7	25.41
25	62	34.25	25.50	15.37	481.0077	7	25.41
26	62	34.25	25.50	15.37	478.0678	7	25.41
27	62	34.25	25.50	15.37	475.1279	7	25.41
28	62	34.25	25.50	15.37	472.1880	7	25.41
29	62	34.25	25.50	15.37	469.2481	7	25.41
30	62	34.25	25.50	15.37	466.3082	7	25.41
31	62	34.25	25.50	15.37	463.3683	7	25.41
32	62	34.25	25.50	15.37	460.4284	7	25.41
33	62	34.25	25.50	15.37	457.4885	7	25.41
34	62	34.25	25.50	15.37	454.5486	7	25.41
35	62	34.25	25.50	15.37	451.6087	7	25.41
36	62	34.25	25.50	15.37	448.6688	7	25.41
37	62	34.25	25.50	15.37	445.7289	7	25.41
38	62	34.25	25.50	15.37	442.7890	7	25.41
39	62	34.25	25.50	15.37	439.8491	7	25.41
40	62	34.25	25.50	15.37	436.9092	7	25.41
41	62	34.25	25.50	15.37	433.9693	7	25.41
42	62	34.25	25.50	15.37	431.0294	7	25.41
43	62	34.25	25.50	15.37	428.0895	7	25.41
44	62	34.25	25.50	15.37	425.1496	7	25.41
45	62	34.25	25.50	15.37	422.2097	7	25.41
46	62	34.25	25.50	15.37	419.2698	7	25.41
47	62	34.25	25.50	15.37	416.3299	7	25.41
48	62	34.25	25.50	15.37	413.3800	7	25.41
49	62	34.25	25.50	15.37	410.4401	7	25.41
50	62	34.25	25.50	15.37	407.5002	7	25.41
51	62	34.25	25.50	15.37	404.5603	7	25.41

OWNER/DEVELOPER
MASSILLON HIGUES, LLC
ATTN: GREGORY APPLETON
5309 TRANSPORTATION BLVD
CLEVELAND, OHIO 44125
(714) 425-8900

[illegible]

LINE TABLE			BEAMS
LINE	LENGTH		
1	500'	50000.00 ± 1	
2	13.1	50000.00 ± 1	
3	13.1	50000.00 ± 1	
4	13.1	50000.00 ± 1	
5	13.1	50000.00 ± 1	
6	13.1	50000.00 ± 1	
7	13.1	50000.00 ± 1	
8	13.1	50000.00 ± 1	
9	13.1	50000.00 ± 1	
10	13.1	50000.00 ± 1	
11	13.1	50000.00 ± 1	
12	13.1	50000.00 ± 1	
13	13.1	50000.00 ± 1	
14	13.1	50000.00 ± 1	
15	13.1	50000.00 ± 1	
16	13.1	50000.00 ± 1	
17	13.1	50000.00 ± 1	
18	13.1	50000.00 ± 1	
19	13.1	50000.00 ± 1	
20	13.1	50000.00 ± 1	
21	13.1	50000.00 ± 1	
22	13.1	50000.00 ± 1	
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25	13.1	50000.00 ± 1	
26	13.1	50000.00 ± 1	
27	13.1	50000.00 ± 1	
28	13.1	50000.00 ± 1	
29	13.1	50000.00 ± 1	
30	13.1	50000.00 ± 1	
31	13.1	50000.00 ± 1	
32	13.1	50000.00 ± 1	
33	13.1	50000.00 ± 1	
34	13.1	50000.00 ± 1	
35	13.1	50000.00 ± 1	
36	13.1	50000.00 ± 1	
37	13.1	50000.00 ± 1	
38	13.1	50000.00 ± 1	
39	13.1	50000.00 ± 1	
40	13.1	50000.00 ± 1	
41	13.1	50000.00 ± 1	
42	13.1	50000.00 ± 1	
43	13.1	50000.00 ± 1	
44	13.1	50000.00 ± 1	
45	13.1	50000.00 ± 1	
46	13.1	50000.00 ± 1	
47	13.1	50000.00 ± 1	
48	13.1	50000.00 ± 1	
49	13.1	50000.00 ± 1	
50	13.1	50000.00 ± 1	

EDDIE'S DEFENSATION APPEALS

2040 A 20012A	WILSON	REAR END
0 2 20012A	REAR END	REAR END

EASEMENTS, RESTRICTIONS & RESERVATIONS

[illegible]

REFERENCE SECTION
NOTICE OF DECISION FOR HEARING SYSTEM
USED HAS ESTABLISHED WITH THE RECORD
PLAY OF SINGING VOICES AS RECORDED IN
PLAY BOOKS OF PAGE 12 OF THE STAFF
COUNTY PLAY RECORDS. USING RECORD 45-W
FOR THE CENTRAL OF DESIGN AND USE

1. The first part of the document is a list of names and addresses, including:

- 1. The first part of the document is a list of names and addresses, including:
- 1. The first part of the document is a list of names and addresses, including:

RECORD PLAT 04319

BYLLINGER ESTATES
ACCORD PLAT

COOPER & ASSOCIATES, LLP
ENGINEERS AND SURVEYORS
1000 15th St. N.E.
Atlanta, GA 30309
(404) 525-1100



DATE: 11/11/11
TIME: 11:11
BY: [illegible]
[illegible]

DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 43 - 2007

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 Nine Hundred Dollars (^{29,919.00}~~\$30,900.00~~) 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 the signature page

2007 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 _____ day of _____, 2007 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 District is a joint solid waste management district established by the Counties of Stark, Tuscarawas and Wayne (the "Counties") in accordance with O.R.C. §343.01 for the purposes of implementing solid waste management planning and providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the District;

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

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$89,919.00 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 (Recycling Makes Sense) in connection with implementation of the District's Solid Waste Management Plan, as implemented on December 21, 2006; 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;

WHEREAS, the Grantee asserts it has a recycling program for plastics and paper at its main office location.

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 agrees to pay the Grantee, subject to the provisions of Section 6 of this Agreement and paragraph 1.02 of this section, the 2007 Grant in the aggregate amount of \$89,919.00 for the Grant Purposes as stated in the subject application attached as Exhibit E, payable as follows:

(i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2007, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan.

(ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2007, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter one and quarter two is less than half of the total grant amount, the Grantee will receive the balance of the first half of the grant amount in Transition Funding pursuant to Section V of the Plan.

(iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2007, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan.

(iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2007, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section vi below) pursuant to Section V of the Plan. If the total of quarter three and quarter four is less than one half of the total grant amount, the Grantee will receive the balance of the second half of the grant amount in Transition Funding pursuant to Section V of the Plan.

(v) If the Grantee recycles enough tonnage to exceed the grant amounts, the Grantee will be paid by the ton only and no transition funding will be paid by the District.

(vi) Incentives are defined in the District's Solid Waste Management Plan as:

(a) Drop-off Recycling Programs that demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities and are open at least 40 hours per week will receive an additional \$5.00 per ton.

(b) Non-Subscription Curbside Recycling Programs that offer collection service at least one time per week and demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities will receive an additional \$10.00 per ton.

(1) These programs must provide for the collection of at least 5 materials chosen from the following list: old corrugated cardboard, mixed paper, newspaper, glass containers, HHW, yard waste, wood packaging and pallets, scrap tires, steel containers, aluminum containers, plastic containers, lead acid batteries, used motor oil, textiles, and major appliances.

(2) These programs will receive an additional \$5.00 per ton if they provide for the collection of a minimum of seven materials selected from the list hereinabove.

(3) Curbside programs that can demonstrate a performance standard in 2007 of diverting 40 pounds of recyclables per person will receive an additional \$5.00 per ton. Drop off programs will be paid an additional \$5.00 pr ton if they demonstrate a performance standard of diverting 20 pounds of recyclables per person in 2007.

(c) These incentives are cumulative to a maximum of \$40.00 per ton for drop off recycling programs and \$45.00 per ton for non-subscription curbside recycling programs.

(d) Recycling Makes \$ense grant recipients may use grant money to support recycling programs. Earned money can be used to offset the costs for other expenditures relative to the recipients recycling programs including equipment purchases, processing of collected materials, etc.

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2007 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 2007 of the Grant Purposes as stated in the subject application attached as Exhibit E, 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 2007 Grant funding from the District shall also be subject to the provisions of Section 3.

1.03 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, 2007, for the performance in 2007 of Grant Purposes as stated in the subject application attached as Exhibit E, shall be repaid to the District not later than March 1, 2008. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports; Program Accountability

2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit B (the Quarterly Report), and the Quarterly Invoice (Exhibit A) 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, 2007
- (ii) June 30, 2007
- (iii) September 30, 2007; and
- (iv) December 31, 2007.

2.02 Fundable expenses are described in Exhibit C. The Grantee is expected to expend grant monies in conformity with Exhibit C.

Section 3. Compliance with Federal Law; State Law; and the District's Solid Waste Management Plan

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. No employee/employer relationship exists between the District and the Grantee. 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. The Grantee will comply with all applicable provisions of the Districts' Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the Districts' Grant Administrator; Treasurer; Director; or Assistant Director.

Section 4. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

- (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 the Board of Directors, 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; Repayment to the District

6.01 Either the District or the Grantee may terminate this Agreement at its option and discretion, with or 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.

6.02 The Grantee shall repay 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 2007 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 6, 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.

6.03 The Grantee shall repay the District all sums received pursuant to this Grant if the District determines the monies have not been used in compliance with the Grantee's grant application and/or grant purposes. All sums used in a non-conforming manner will be repaid to the District within thirty (30) days of the Grantee's receipt of the District's written demand for the same.

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, OH 44646
Attn: Michael J. Loudiana, Director of Public Service & Safety

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 2007 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

DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 44- 2007

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE accepting the replatting of Parts of Out Lot 122, located between 14th Street NW and 15th Street NW, north of Auburn Avenue, 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.

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

Section 1:

The replatting of Part of Out Lot 122, located between 14th Street NW and 15th Street NW, north of Auburn Avenue, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, is hereby accepted and confirmed. This replatting and dedication was approved by the Planning Commission at the meeting held March 14, 2007. The property being replatted is described as follows:

Being known as Part of Out Lot 122, located between 14th Street NW and 15th Street NW, north of Auburn Avenue. The request is to combine the two existing parcels together to create (1) new building lot. In additional, the plat includes the dedication of a 20 foot wide storm and sanitary sewer easement along the south property line of the new lot. The applicant is Moe Rickett.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said replatting is needed for the existing lots to be combined to make one (1) new building lot. 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.

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DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 45 - 2007

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, for the lease/purchase of six (6) police cruisers for the Massillon City Police Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids, according to law, for the lease/purchase of six (6) police cruisers for the Massillon City Police Department.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and to receive sealed bids according to law, for the lease/purchase of six (6) police cruisers for the Massillon City Police 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 Massillon City Police Department. 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.

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DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 46 - 2007

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Law of the City of Massillon, Ohio, to renew a one year contract with the Stark County Public Defender's Office, for the purpose of providing representation for indigent defendants, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary for the Director of Law of the City of Massillon, Ohio, to renew the one year contract with the Stark County Public Defender's Office for the purpose of providing representation for indigent defendants. The original contract was approved by Ordinance No. 114 – 2006.

Section 2:

The Director of Law of the City of Massillon, Ohio, is hereby authorized to renew the one year contract with the Stark County Public Defender's Office for the purpose of providing representation for indigent defendants. The City of Massillon shall pay the sum of One Hundred Ninety-Five Dollars (\$195.00) per case under the terms of the contract said payment to be made from municipal court funds which were previously used to pay private counsel appointed for indigent defendants.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason the Stark County Public Defender's Office will provide representation to the City of Massillon's indigent defendants that come before the Massillon Municipal Court and it is necessary to be effective immediately. 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.

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MEMORANDUM OF AGREEMENT

It is agreed among the City of Massillon, the Stark County Public Defender Commission and the Ohio Public Defender Commission that Section 3 of the Contract for Municipal Ordinance Representation, dated April 21, 2006, shall be exercised to renew the Contract for an additional one year period commencing January 1, 2007 and terminating December 31, 2007.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2007.

WITNESSES:

STARK COUNTY PUBLIC
DEFENDER COMMISSION

BY: _____

CITY OF MASSILLON, OHIO

BY: _____

OHIO PUBLIC DEFENDER
COMMISSION

BY: _____

APPROVED AS TO FORM:

CITY OF MASSILLON LAW DIRECTOR

DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 47 - 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of a certain public alley.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the alley hereinafter described, a petition requesting that a portion thereinafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation should be made.

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

Section 1:

A request to vacate an unnamed 10 foot wide alley, located between Tremont Avenue SE and Vermont Avenue SE, running in an east/west direction between 16th Street SE and 18th Street SE. The request is to vacate that portion from 16th Street SE easterly approximately 142.5 feet to the east line of lots 6154 and 6159. This vacation plat is on file in the City Engineer's Office and was approved by the City Planning Commission on March 14th, 2007. The said vacation is hereby approved, adopted and confirmed.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the health, safety, and welfare and for the continued efficient operation of the City of Massillon, Ohio, the portion of the street to be vacated is no longer needed for municipal purposes. 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.

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DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 48 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Local Law Enforcement Trust Fund, 1406 Wastewater Treatment Capital Improvement Fund and the 1206 Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2007, 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 Local Law Enforcement Trust Fund, for the year ending December 31, 2007, the following:

\$25,000.00 to an account entitled "Supplies/Materials/Postage" 12515.305.2410

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1406 Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2007, the following:

\$22,000.00 to an account entitled "Championship Sewer Repair" 1406.610.2512

\$20,460.00 to an account entitled "Colonial Parkway/Woodview Sewer Repair" 1406.610.2513

Section 3:

There be and hereby is appropriated from the unappropriated balance of the 1206 Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2007, the following:

\$ 3,100.00 to an account entitled "Storm Sewer Repairs" 1206.425.2510

Section 4:

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 _____ 2007

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: APRIL 2, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 3 - 2007

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION in support of the Stark Arts Festival Week.

WHEREAS, there are 100 arts, history, and cultural organizations and 500 artists and craftsmen that call Stark County their home;

Because students involved in the arts are four times less likely to drop out of school and they score 87 points higher on their college entrance exams:

Because the arts in Stark County are a \$15 million-a-year industry that employs more than 250 people;

Because annually these arts programs reach more than 200,000 people locally and help entertain 2.3 millions visitors;

Because the Stark Arts Festival was created in 2006 to raise awareness of the arts, increase participation in the arts and build connections between the arts and the community;

Because this year, from April 13 to April 22, the Stark Arts Festival is taking place all across Stark County sponsored by the grassroots organization of volunteer arts advocates called Stark Arts Coming Together or Stark ACT;

Because the Stark Arts Festival is funded in part by ArtsinStark ---the County Arts Council who this year will award \$1.1 million in grants to 65 non-profits all across the County with the mission of growing the arts to create smarter kids, new jobs, and healthier communities;

IT IS THEREFORE, BE IT RESOLVED AND DECLARED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

We do therefore declare April 13 – April 22 Stark Arts Festival Week and urge all our citizens to enjoy the many activities scheduled, and we invite all our citizens and families to attend the Stark Arts Festival Finale – a free afternoon of performances and family art making activities – on Sunday April 22 from 12 noon to 5pm at GlenOak High School.

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