

AGENDA

DATE: MONDAY, DECEMBER 17, 2007

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL - BRYAN ABSENT
2. INVOCATION BY COUNCILMAN TONY TOWNSEND
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. 153 - 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS B-O

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to sign an Annexation Agreement with Perry Township regarding the Massillon Annexation, and declaring an emergency.

ORDINANCE NO. 154 - 2007

BY: HEALTH, WELFARE & BLDG REGULATION

PASS B-O

AN ORDINANCE amending CHAPTER 757 "TAXICABS" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 757.07 "MAXIMUM FARES IN TAXICABLS" (a) & (b).

ORDINANCE NO. 155 - 2007

BY: PARKS AND RECREATION COMMITTEE

PASS B-O

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2008 summer concert series, and declaring an emergency.

ORDINANCE NO. 156 - 2007

BY: PARKS AND RECREATION COMMITTEE

PASS B-O

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a five (5) year Lease Agreement for and on behalf of the City of Massillon, Ohio, with the Massillon Museum for the lease of City owned land in Veterans Memorial Park, Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 157 - 2007

BY: PUBLIC UTILITIES COMMITTEE

PASS B-O

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 Ohio Valley Energy Systems Corporation for a 2.190 acre parcel owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 158 - 2007 - ^{AMENDED}

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

^{PASS B-O}
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to submit an application for 2008 Municipal Road Funds for the Wales Road (SR 241) Resurfacing, and declaring an emergency.

ORDINANCE NO. 159 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1201 Street Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 160 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE making certain transfers in the 2007 appropriations from within the General Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 161 - 2007 ^(AMENDED)

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE reducing the appropriations in the Police Pension Fund, Fire Pension Fund, Probation Fund, Parks & Rec. Capital Improvement Fund, Insurance Fund and the TIF Service Payment Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 162 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE authorizing the Director of Law of the City of Massillon, to renew the one year contract with the City of Canal Fulton, for the purpose of providing prosecutorial services, and declaring an emergency.

ORDINANCE NO. 163 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE amending CHAPTER 181 "INCOME TAX" of the Codified Ordinances of the City of Massillon, Ohio, by amending existing Section 181.05(a), (d) and (e) "RETURN AND PAYMENT OF TAX", and declaring an emergency.

ORDINANCE NO. 164 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract with The Health Plan for health insurance coverage for City employees, and declaring an emergency.

RESOLUTION NO. 18 - 2007

BY: FINANCE COMMITTEE

^{PASS B-O}
A RESOLUTION providing for the submitting to the electors of the City of Massillon at a Primary Election to be held on March 4, 2008, the question of the approval of the issue of a replacement of a one (1) mill operating levy to provide funding for the Massillon Museum which is operated by the Massillon Museum, Inc., a non-profit corporation, and declaring an emergency.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS
9. BILLS, ACCOUNTS AND CLAIMS
10. REPORTS FROM CITY OFFICIALS

12/28 - DEADLINE FOR LEG
REQUESTS.

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR NOVEMBER 2007
- B). TREASURER SUBMITS MONTHLY REPORT FOR NOVEMBER 2007
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR NOVEMBER 2007.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR NOVEMBER 2007
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR NOVEMBER 2007
- F). MAYOR SUBMITS MONTHLY REPORT FOR OCTOBER 2007
- G). MAYOR SUBMITS MONTHLY REPORT FOR NOVEMBER 2007

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

ORDINANCE NO. 127 - 2007

AMENDED 6-2 (CATARZO, TOWNSEND)

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into contract with the highest bidder, for the sale of approximately 51 acres located at the Legends Golf Course, 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.

ORDINANCE NO. 129 - 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

KAS B-D

AN ORDINANCE vacating a portion of 1st Street NE, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 143 - 2007

JAN 7th PUBLIC HEARING

BY: COMMUNITY DEVELOPMENT COMMITTEE

2ND READING

AN ORDINANCE amending CHAPTER 1121 "CONSTRUCTION OF LANGUAGE; DEFINITIONS", CHAPTER 1187 "SUPPLEMENTAL ZONING REGULATIONS" and CHAPTER 1189 "GENERAL EXCEPTIONS" of the Codified Ordinances of the City of Massillon, by repealing existing Sections 1121.02 (23) and (67) "DEFINITIONS", 1187.01 "COMMERCIAL TELEVISION AND RADIO TOWERS AND PUBLIC UTILITY MICROWAVES AND PUBLIC UTILITY T.V. TRANSMITTING TOWERS and 1189.04 "HEIGHT LIMIT" and enacting new Sections 1121.02 (23) and (67) "DEFINITIONS", 1187.01 "COMMERCIAL TELEVISION AND RADIO TOWERS AND PUBLIC UTILITY MICROWAVES AND PUBLIC UTILITY T.V. TRANSMITTING TOWERS and 1189.04 "HEIGHT LIMIT" of CHAPTER 1121, CHAPTER 1187 and CHAPTER 1189, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT MARY BETH BAILEY - CLERK OF COUNCIL

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 153 - 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to sign an Annexation Agreement with Perry Township regarding the Massillon Annexation, and declaring an emergency.

WHEREAS, Perry Township and the City of Massillon desire to establish an Annexation Agreement as permitted under Ohio Revised Code Section 709.192 for the annexation and development of certain real property (hereinafter referred to as "Property"), as more fully described in Exhibit A, attached hereto, which property is situated in Perry Township, and

WHEREAS, the foregoing described Property was approved for annexation to Massillon from Perry Township by the Stark County Commissioners on November 29, 2007; and

WHEREAS, Perry Township and the City of Massillon desire to enter into an Annexation Agreement which contemplates that the Property will be annexed into the City, with provisions for allocations and/or sharing of tax revenues, and the cooperation for provision of other services to the Property and for economic development to contiguous and adjacent areas; and

WHEREAS, both Perry Township and the City of Massillon residents will benefit from the provisions of the Agreement; and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation agreement, and

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

Section 1:

The Mayor of the City of Massillon, Ohio, is hereby authorized to execute the attached annexation agreement with regard to the Prophecy Massillon LLC Annexation.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for Perry Township and the City of Massillon to enter into such agreement so the Prophecy Massillon LLC Annexation can proceed unopposed and be accepted by the City as soon as possible. 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

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

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

City of Massillon – Perry Township Annexation Agreement

“Prophecy Massillon LLC Annexation”

This Agreement is made at Stark County, Ohio, by and between the Board of Trustees for Perry Township, Stark County, Ohio, (hereinafter referred to as “Perry”), whose mailing address is 3111 Hilton Street NW, Perry Township, OH 44646, and the City of Massillon (hereinafter referred to as “Massillon”), whose mailing address is 100 Lincoln Way East, Suite 200, Massillon, OH 44646.

WITNESSETH:

WHEREAS, Perry and Massillon desire to establish an Annexation Agreement as permitted under Ohio Revised Code Section 709.192 for the annexation and development of certain real property (hereinafter referred to as “Property”), as more fully described in Exhibit A, attached hereto, which property is presently situated in Perry Township; and

WHEREAS, the foregoing described Property was approved for annexation to Massillon from Perry Township by the Stark County Commissioners on November 29, 2007; and

WHEREAS, Perry and Massillon desire to enter into an Annexation Agreement which contemplates that the Property will be annexed into the City, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property and for economic development to contiguous and adjacent areas; and

WHEREAS, both Perry and Massillon residents will benefit from the provisions of the Agreement; and

WHEREAS, Perry Township has agreed to enter into this Annexation Agreement, pursuant to Resolution No. _____, dated December 3, 2007, and effective the 3rd

day of December, 2007 and the City of Massillon has agreed to enter into this Annexation Agreement, by Ordinance No. _____, effective the _____ day of December, 2007;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to Ohio Revised Code Section 709.192, the parties agree as follows:

ARTICLE ONE

THE PROPERTY

The Property shall consist of a certain (*Prophecy Massillon, area Total Acres*) +/- acre parcel located in Perry Township, Stark County, Ohio, as further described in Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described in Exhibit A may be only amended by a written agreement of the parties.

ARTICLE TWO

ANNEXATION

A. The parties contemplate that the Property shall be annexed into Massillon, pursuant to and subject to the requirements of Ohio Revised Code Chapter 709. Perry agrees that the annexation of the Property may occur in one proceeding. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.

ARTICLE THREE

COOPERATION OF THE TOWNSHIP

A. Perry hereby assents to the annexation of the Property to Massillon. Perry further agrees to dismiss the Ohio Revised Code section 709.07 appeal currently pending before the Stark County Commissioners.

B. Perry waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.

D. Perry agrees and covenants that it (1) will not assist or encourage any person or entity owning all or any portion of the Property to petition for the detachment of all or any portion of the Property from Massillon and (2) it will not advocate for the detachment of all or any portion of the Property from Massillon at any public hearing before the Stark County Board of Commissioners or to any individual member of the Board of Commissioners.

ARTICLE FOUR

ALLOCATION OF TAX REVENUES AND DURATION

A. For the purposes of this Article, "Township Taxes" shall mean the taxes against the real and tangible personal property that would have been charged by and/or payable to Perry, if no annexation had occurred.

B. (1) This Agreement is intended to provide Perry, during years one (1) through six (6) of this Agreement, with eighty percent (80%) of the Township Taxes Perry will have received from the Property if annexation had not taken place, including current and future real property and personal property tax revenue under Township millage rates in effect at the time of collection from the date of acceptance of annexation of Property by Massillon by ordinance or resolution.

(2) This Agreement is intended to provide Perry, during years seven (7) through twelve (12) of this Agreement, with sixty percent (60%) of the Township Taxes Perry will have received from the Property if annexation had not taken place, including current and future real

property and personal property tax revenue under Township millage rates in effect at the time of collection from the date of acceptance of annexation of Property by Massillon by ordinance or resolution..

(3) If, during the first quarter of 2008, the terms and conditions as set forth in Article Thirteen, ADDITIONAL TERMS AND PROVISIONS are implemented then the terms and conditions of Article Four, ALLOCATION OF TAX REVENUES AND DURATION, (B) (2) as set forth in the preceding paragraph shall be extended in perpetuity.

C. The parties agree that, during the term of this Agreement, all Township Taxes collected by the Stark County Auditor after the annexation is accepted by Massillon by resolution or ordinance that would have been paid directly to Perry shall be collected and paid by Massillon to Perry. This will also include Township Taxes generated as a result of new businesses or other new construction located on or in the Property, after annexation. All such taxes shall be paid at whatever Township millage or other taxing rate is in existence at the time the collection is made by the Stark County Auditor.

D. The parties further agree that, during the term of this Agreement, taxes that Perry will have received but for the annexation of the Property under millage rates in effect at the time of the collection, shall be paid to Perry at the time collection is made by the Stark County Auditor.

E. In the event that any taxes that, by the terms of this Agreement are to be paid to Perry, are collected by the Stark County Auditor and paid to Massillon instead of Perry, Massillon agrees to promptly remit to Perry an amount equal to any such taxes that Massillon receives. Payment by Massillon to Perry of any taxes erroneously received shall be made within thirty (30) days of receipt of such funds from the County Auditor, or of discovery of such error.

F. Notwithstanding the above, any amounts of real property and personal property taxes that Massillon may be entitled to receive for Massillon millage only, over and above the amount Perry receives or will have received under existing Township millage rates if the annexation had not taken place, shall be paid to Massillon.

G. Perry shall receive the tax revenues set forth herein for the duration of this Agreement, as set forth in Article 9 below.

ARTICLE FIVE

TAX ABATEMENTS

It is the intent of the parties that the Property is or may be subject to real and personal property tax abatements. However, in the event that Massillon may grant real and/or personal property tax abatements to property owners and businesses located on or within the Property, such tax abatements shall meet all requirements of the Revised Code, to include Sections 5709.62 et seq., as now written or as the same may be amended. Massillon agrees that in the event that any such real property tax abatement or personal property tax abatement is proposed to exceed seventy-five percent (75%), prior to approving such an abatement, Massillon shall first notify Perry and permit Perry and the Applicant for tax abatement to meet and negotiate a tax incentive payment or other contribution directly from the Applicant for tax abatement to Perry. Perry agrees, notwithstanding anything contained in Article Four to the contrary, that if Massillon grants any real or personal property tax abatements that reduce the taxes to which Perry would otherwise be entitled, and the abatement is so granted then Massillon shall notify and pay any contribution to the Township for such real or personal property taxes.

ARTICLE SIX

OTHER TAXES

A. Estate Taxes. During the term of this Agreement, Massillon and Perry do not contemplate that any estate taxes will be received or levied in connection with the Property depicted in the attached Exhibit A, pursuant to Section 5731.02 of the Ohio Revised Code.

B. Massillon Income Taxes. Massillon shall assess and receive one and eight-tenths per cent (1.8%) income tax and shall receive one hundred per cent (100%) of the Massillon income taxes generated from all persons and/or entities located, residing in and/or working within the Property.

C. Other and Future Taxes. The parties agree that, during the term of this Agreement, new taxes may be approved and/or modifications of taxes may be authorized by the state legislature and some current taxes may be approved, modified, replaced, added to, changed or eliminated. The parties, therefore, agree to meet and discuss any new tax or modification involving the subject Property of this Annexation Agreement which arises, or if local government or other current taxes are approved, modified, replaced, added to, changed or eliminated. The parties will use their best efforts to cooperate to benefit both in the event of such changed circumstances regarding any tax change.

ARTICLE SEVEN

TAX VALUATION CHANGES

The parties agree that either or both may object to tax assessments or evaluations or re-evaluations of Property involved in the Annexation Area from time to time.

The parties shall cooperate with each other such that the party with the legal standing to challenge such assessments or valuations or re-evaluations shall diligently pursue those challenges on behalf of itself and/or the other party.

ARTICLE EIGHT

POST ANNEXATION GOVERNMENTAL SERVICES

A. Zoning.

1. Upon annexation, Massillon shall consult Perry regarding proposed zoning of the Property and ~~Village~~ ^{CITY} agrees to use its best efforts to zone the Property or otherwise keep it compatible with the surrounding territory. The parties agree that the Property shall be zoned so as to best encourage business and economic development to further the objectives of this agreement. In the event that another use is proposed by the landowners and/or their agents, such uses shall be subject to the zone change procedures of Massillon. In the event that another use is proposed by the landowners and/or agents and the proposed use is prohibited by the Perry zoning resolution and is permitted under the Massillon zoning ordinances the Parties shall meet to determine the zoning classification that is in the best interest of the Property and with the minimum impact upon Township areas not included within the Property. Notwithstanding any of the above, all Massillon regulations regarding zoning and planning shall be applicable to the Property. Massillon shall notify Perry of any proposed zoning changes.

2. If Massillon zoning ordinances permit uses which are clearly incompatible with Perry Township zoning regulations on the adjacent land remaining in Perry Township from which the Property was annexed, Massillon will require, in the zoning ordinance permitting the incompatible uses, the owner of the Property to provide a buffer separating the use of the Property and the adjacent land remaining within the township. For the purposes of this section,

"buffer" includes open space, landscaping, fences, walls and other structure elements, streets and street rights of way, and bicycle and pedestrian paths and sidewalks.

B. Standard Governmental Services. Massillon shall provide to the Property all of the municipal services : water service, sewer service, waste collection, police, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sewer services. The parties agree that the Property is entitled to standard governmental services by Massillon in the same manner such services are provided to other areas of Massillon.

The parties specifically agree that these provisions are both authorized and necessary under the Annexation Agreement and under ORC 701.07.

ARTICLE NINE

LENGTH OF AGREEMENT

The parties agree that, due to the extensive nature of the municipal services to be extended to the Annexation Area, and due to the financial impact on Perry by losing the area to annexation, and because this Agreement is intended for the long-term future to set a cooperative basis for agreements between Perry and Massillon, the initial term of this Agreement shall be for twelve (12) years from the date of acceptance of annexation of the Property by Massillon by ordinance or resolution.

This Agreement will be renewed, upon completion of the additional terms and conditions as set forth in Article 13, in perpetuity unless either party by official legislative action, gives written notice to the other party of its intent not to renew on or before ninety (90) days prior to the expiration of the initial term.

ARTICLE TEN

MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Stark County Common Pleas Court. Each party retains all legal rights available to them under this Agreement and under the law.

If either party to this Agreement believes the other party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of monies due under this Agreement, the complaining party shall give notice to the other party, clearly stating what breach the complaining party alleges has occurred. The party receiving the notice has ninety (90) days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety (90) day period, then the complaining party may seek remedies under this Agreement, including suit for recovery of the money due under the Agreement, suit for specific enforcement of this Agreement, or to terminate this Agreement by giving notice of termination to the other party.

ARTICLE ELEVEN

MUNICIPAL POWER

Nothing in this Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

ARTICLE TWELVE

CLARIFICATION OF REVENUE SHARING

Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between Massillon and Perry. All language within this Agreement is to be interpreted pursuant to ORC 709.192, and that any reference to any sharing of taxes is to be construed such that the proceeds of those taxes are to be used to make the payments authorized in the Agreement. The parties do not consider estate taxes to be a tax levy.

ARTICLE THIRTEEN

ADDITIONAL TERMS AND PROVISIONS

The parties agree to study ways in which Perry and Massillon can work together for the benefit of residents of both entities and explore potential future areas for additional community economic development agreements, annexation agreements and for joint economic development district agreements and efforts.

To this end, the Perry and Massillon agree as follows:

A. During the first quarter of 2008 and after the approval of this Agreement by Resolution of Perry and Ordinance of Massillon, the Board of Trustees shall initiate negotiations and meetings to also include representatives from the City of Massillon and the Village of Navarre, to discuss and explore the future economic development of the county farm property, previously annexed into the Village of Navarre, and within the Perry – Navarre JEDD, and also, the Sterilite Property, with the goal of ultimately reaching agreements concerning these properties to benefit all three (3) communities through job creation and development.

B. Perry Township shall name a Township Trustee and a second Township Designate, and the President of Massillon Council shall name the Mayor or the Mayor's

designee, or a member of Massillon City Council, subject to confirmation by a majority of the members of Massillon City Council, and the President of Navarre Village Council shall name the Mayor or the Mayor's designee, or a member of Navarre Village Council, subject to confirmation by a majority of the members of Navarre Village Council, to a committee to study ways in which the City of Massillon and the Board of Trustees for Perry Township, Stark County, can work together for the benefit of residents of both Massillon and Perry. This committee will study such matters as cooperation in providing safety services, exploring potential future areas for joint economic efforts by Perry, Massillon and Navarre and other methods by which the Perry, Massillon and Navarre can work together to benefit the residents of both communities. The committee shall also explore and recommend to the other elected officials any methods by which Perry and Massillon may work together for the benefit of the respective residents of those communities. Committee members shall serve a four-(4) year term, but may be re-appointed for additional terms under the procedure set forth above. Any committee member who no longer holds his or her township, city or village office shall no longer be on the committee and shall be replaced by another such officeholder, in the manner as set forth above.

C. The parties further agree that the Committee referenced above may, if requested by either party of the Committee itself, act in consultative manner regarding development issues for the Property within the Exhibit A area and for any other real property within the City of Massillon , Village of Navarre and/or Perry Township, Stark County as the political subdivisions shall so direct.

ARTICLE FOURTEEN

LIBERAL CONSTRUCTION

The parties agree that, just as ORC 709.192 is to be liberally construed to allow parties to enter into Annexation Agreements, the parties agree that this Agreement shall be liberally construed in order to facilitate the desire of both parties to carry out this Agreement by providing government improvements, and facilities and services, and by promoting and supporting economic development, and by creating and preserving employment opportunities, and by allowing the sharing by City, Township, County and State of Ohio, in the benefits of economic development, even if such development does not occur in an unincorporated area. Further, each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties as is allowed by ORC 709.192.

ARTICLE FIFTEEN

MODIFICATION

This Agreement may not be modified except by official legislative action of both Massillon and Perry.

This Agreement may be terminated prior to the expiration of its term by mutual consent of Massillon and Perry, as evidenced by official legislative action by each, or as provided by Article Ten herein.

ARTICLE SIXTEEN

LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in the Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability

shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to Ohio Revised Code 709.192 in all respects.

ARTICLE SEVENTEEN

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the entire Agreement of the parties and supersedes any prior understandings, or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

ARTICLE EIGHTEEN

GOVERNING LAW

This Agreement, and all the rights, duties and obligations of Perry and Massillon, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Stark County, Ohio.

ARTICLE NINETEEN

PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, officials, trustees, employees, representatives, assigns and successors.

Executed, in duplicate, at Perry Township, Stark County, Ohio, on the date set forth below.

Signed and acknowledged:

CITY OF MASSILLON

By: *Thomas Hinchelliff*
MA 4027
subject to City Council approval

THE BOARD OF TRUSTEES FOR
PERRY TOWNSHIP

By: *Craig Bell*

Its: MAYOR

Date: December 5, 2007

By: Anna M. Grogan

By: James G. Dolan

Date: December 4, 2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Pericles G. Stergios,
Massillon Law Director

Charles D. Hall III 12/4/2007
Charles D. Hall III,
Perry Township Law Director

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 154 - 2007

BY: HEALTH, WELFARE & BUILDING REGULATIONS COMMITTEE

AN ORDINANCE amending CHAPTER 757 "TAXICABS" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 757.07 "MAXIMUM FARES POSTED IN TAXICAB".

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

Section 1:

The existing Section 757.07 "MAXIMUM FARES POSTED IN TAXICAB" (a) & (b) of the Codified Ordinances of the City of Massillon, Ohio, is hereby repealed.

Section 2:

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.

ATTEST: _____
MARY BETH BAILEY, Clerk of Council

GLENN GAMBER, President of Council

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., Mayor

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 155 - 2007

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2008 summer concert series, 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 of the City of Massillon, Ohio, is hereby authorized to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2008 summer concert series. The cost of said contracts shall not exceed Ninety-Eight Thousand Dollars (\$98,000.00).

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 to provide summer concert entertainment series for the citizens of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2007

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 156 - 2007

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a five (5) year Lease Agreement for and on behalf of the City of Massillon, Ohio, with the Massillon Museum for the lease of City owned land in Veterans Memorial Park, Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby are authorized to sign on behalf of the City of Massillon, Ohio, a Lease Agreement with the Massillon Museum for the lease of City owned land in Veterans Memorial Park, and described in Section 2.

Section 2:

That the Lease Agreement shall pertain to the following described property in the attachment provided as Exhibit "A":

Section 3

That said premises shall be leased for an amount of One Dollar (\$1.00) per year. Said Lease Agreement shall be for a period of five (5) years with an option to renew for five (5) years. The Massillon Museum may also have the option to purchase said land during the term of the lease. Massillon City Council must approve the sale by separate ordinance.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for the more efficient operation of the various departments in the City of Massillon which this property is no longer need for municipal purposes. Provided it receives the affirmative vote of two-thirds of the elected members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into on the _____ day of _____, 2007 by and between the CITY OF MASSILLON, OHIO hereinafter referred to as "Landlord", and the MASSILLON MUSEUM, hereinafter referred to as "Tenant".

LEASED LAND

1. In consideration of the rents, covenants, and conditions herein promised to be paid and performed by the Tenant, the Landlord hereby leases to Tenant and Tenant accepts from Landlord the lease of the following described property, hereinafter referred to as "Premises".

PT. OF LOT 1127 AND PARK ROW

Known as and being part of Lot No. 1127 and part of Park Row in the City of Massillon, Stark County, Ohio, and being more fully described as follow:

The true place of beginning being the Northwest corner of Lot 1127;

Thence N69 27' 15" E, along the north line of said Lot 1127, a distance of 70.84' to the Northwest corner of Lot No. 385;

Thence S20 41' 16"E and the west line of Lot 385, a distance of 141.55' to the north line of Diamond Court SE;

Thence S69 14' 06"W, a distance of 70.94' to the west line of Lot 1127;

Thence N20 32' 50"W, along the west line of Lot 1127, a distance of 1.39' to a point;

Thence N20 38' 48"W, along the west line of Lot 1127, a distance of 140.43' to the true place of beginning containing 0.2306 acres.

TERMS OF LEASE

2. The term of this lease shall be for five (5) years commencing May 1, 2007 and ending April 30, 2012.

RENT

3. Tenant agrees to pay rent to Landlord during the term of this lease in a sum of no less than one and no/100 Dollars (\$1.00) per year, payable annually on the first of January each year.

SUBLETTING AND STRUCTURES

4. Tenant shall not sublet the Premises nor be permitted to erect or build any permanent structures upon the Premises without the express written consent of Landlord.

INSURANCE

LIABILITY INSURANCE

5. Tenant shall, during the Lease Term, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and the business operated by Tenant in the Premises, with a combined single limit for personal or bodily injury and property damage of not less than \$1,000,000.00. The policy shall name Tenant as insured, and Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord Thirty (30) days' written notice. The insurance shall be provided by an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord. All public liability, property damage and other liability policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to Landlord, Landlord's employees and/or agents by reason of the negligence of Tenant. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons or injury or damage to property. Any insurance (whether liability or casualty) required by the terms of this Lease to be carried by Tenant may be carried under a blanket policy (or policies) covering other properties of Tenant or its related or affiliated corporations, or both; provided, however, that Tenant provide Landlord evidence reasonably satisfactory to Landlord that (a) Landlord is named as an additional insured on such policy or policies and (b) the coverage under such policy or policies is sufficient to cover the limits required herein.

WAIVER OF SUBROGATION

6. Whether the loss or damage is due to the negligence of either Landlord or Tenant, their employees or agents, or any other cause, Landlord and Tenant do each herewith and hereby release and relieve the other and any other Tenant, its employees and agents from responsibility for, and waive their entire claim of recovery (including deductible amounts under the policies of insurance referred to below) for, any loss or damage to the real or personal property of either located anywhere in the Buildings arising out of or incident to the occurrence of any of the perils which are covered and paid by their respective insurance policies, with extended coverage endorsements, that each of them is required to carry under this Lease (regardless of whether such coverage is actually in effect). Each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

INDEMNIFICATION

7. Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant or Tenant's employees, agents, guests, invitees and/or; licensees in or about the Premises, or arising from any breach or default under this Lease by Tenant, or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Landlord or Landlord's employees, agents and/or invitees.

Landlord shall not be liable for any loss or damage to person or property sustained by Tenant or other persons, which may be caused by the buildings or the Premises, or any appurtenances thereto, being out of repair, or the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any food born or contagious illness; or by any act, omission or neglect of any Tenant or occupant, or other person, or by any other cause of whatsoever nature except to the extent that Tenant's loss is caused by the gross negligence, willful misconduct or willful omission of Landlord or Landlord's employees or agents. Tenant agrees to use and occupy the Premises at Tenant's own risk and, except as specifically set forth in the preceding sentence, hereby releases Landlord, Landlord's employees and/or agents from all claims for any damage or injury to the fullest extent permitted by law.

NOTICES

8. Any notices, consents, approvals, elections, submissions, requests or demands required or permitted to be given under this Lease or pursuant to any law or governmental regulation by Landlord to Tenant or by Tenant to Landlord shall be in writing (whether or not expressly so provided) and shall be deemed received and effective five (5) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by overnight express mail or nationally recognized courier service (e.g. Federal Express) to Landlord or Tenant, at the respective addresses set forth below or such other addresses as either party may designate by notice to the other from time to time. In lieu of registered or certified mail, and in any event during any period of postal strike or other interference with the mails, any notice may be given by personal delivery with a receipt signed by the person served or by any person authorized by law to serve process in the jurisdiction where such service is accomplished and shall be effective when received. The address for notices to Landlord shall be City of Massillon, Attention: MICHAEL J. LOUDIANA, 151 Lincoln Way E., Massillon, Ohio 44646-6615. The address for notices to Tenant shall be _____, and a copy to General Counsel.

GENERAL

TITLES

9. The title to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

GOVERNING LAW

10. This Lease shall be construed and governed by the laws of the State of Ohio.

BINDING EFFECT

11. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

ENTIRE AGREEMENT

12. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the lease, use and occupancy of

the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.

VALIDITY

13. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

INTEREST

14. Any Rent or other sums payable by Tenant to Landlord which shall not be paid within fifteen (15) days after the due date thereof shall bear interest from the date tenant received notification that such sums are past due at the Default Rate calculated from the date of delinquency to the date of payment.

INTERPRETATION

15. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

AUTHORIZATION

16. If Tenant is a corporation or partnership, Tenant represents and warrants that the execution, delivery and performance of this Lease have been duly authorized by all necessary persons. The officer or partner executing this Lease on behalf of Tenant further individually represents and warrants that he or she is duly authorized to execute and deliver this Lease to Landlord on behalf of Tenant.

NO RECORDING

17. Tenant shall not record this Lease or any notice or memorandum thereof in the records of the county auditor without Landlord's prior written consent.

IN WITNESS WHEREFORE the parties herein have executed duplicate originals hereof on the _____ day of _____, 2007.

SINGED AND ACKNOWLEDGED
IN THE PRESENCE OF:

MICHAEL LOUDIANA
Safety-Service Director,
City of Massillon

MASSILLON MUSEUM

BY: _____

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Massillon, a municipal corporation, by MICHAEL LOUDIANA its Safety Service Director, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2007.

Notary Public

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named MASSILLON MUSEUM, an Ohio nonprofit corporation, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2007.

Notary Public

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 157 - 2007

BY: PUBLIC UTILITIES COMMITTEE

TITLE: 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 Ohio Valley Energy Systems Corporation for a 2.190 acre parcel owned by 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 determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 2.190 acre parcel owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation for a 2.190 acre parcel owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed. 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

NON- DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this _____ day of _____, 200____, by and between
 Massillon City
 Tremont Ave SW
 Massillon, OH 44647
 hereinafter called Lessor, and *Ohio Valley Energy Systems Corp., 200 Victoria Rd. Bldg. 4 Austintown, Ohio 44515*
 hereinafter called Lessee, do agree:

1. Lessor, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants and leases Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit of no more than one hundred sixty acres, together with the right to pool, reform, enlarge and/or reduce such pool, and repool all or any part or parts of the leased premises. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. Lessee and Lessor agree that the term "operations" as defined in this Lease shall mean at which time Lessee has filed an Application for Drilling Permit with the Ohio Department of Natural Resources Division of Mineral Resources Management. This lease covers all of Lessor's land in and adjoining Section 7, City of Massillon, Stark County, State of Ohio, containing 2.190 acres, more or less, and described as follows: Parcel ID#(s) 0681019, 0680313, 0680243, 0680245 Or further as describe as

_____ of Stark County Records.

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all the oil and gas sold commercially off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. Such proceeds shall be net of severance, ad valorem and any other taxes or charges levied against production. Lessor grants Lessee the authority to execute division orders or contract for the sale of gas or oil.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface installation of any nature whatsoever on the leased property, the within Lease being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of surface development. Lessor understands and gives consent that, due to slant (directional) drilling originating from surface entry on a parcel not owned by Lessor, the wellbore may pass through or terminate below the surface of Lessor's property. This directional drilling condition is granted exclusively to Lessee.

4. This lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee; No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this lease in whole or in part.

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 158 - 2007

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to submit an application for 2008 Municipal Road Funds for the Wales Road (SR 241) Resurfacing, 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 and in the public health, safety and welfare to authorize the Director of Public Service and Safety of the City of Massillon, Ohio, to submit an application for 2008 Municipal Road Funds for the Wales Road (SR 241) Resurfacing.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to submit an application for 2008 Municipal Road Funds for the Wales Road (SR 241) Resurfacing. The breakdown of funds for the project is as follows:

SCATS Massillon Share	\$ 4,473.00
Wales Road (SR 241) Resurfacing	\$201,323.92

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to submit the Wales Road (SR 241) Resurfacing Project in order to receive the 2008 Municipal Road Funds. 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.

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 159 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1201 Street 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 1201 Street Fund, for the year ending December 31, 2007, the following:

\$3,300.00 to an account entitled "Cherry Road NW Project" 1201.435.2512

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2007

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

passed

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 160 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2007 appropriations from within the General Fund and the Park & Rec. 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 transferred from the 2007 appropriation from within the General Fund, for the year ending December 31, 2007, the following:

FROM:	Hosp/Eye/Dental	1100.405.2210	5,834.88
	Accum Sick Leave	1100.905.2150	5,258.76
	Real Property Tax	1100.905.2391	2,159.83
	Salary Benefit Clerk	1100.155.2110	1,948.50
	Hosp/Eye/Dental	1100.115.2210	855.96
	Hosp/Eye/Dental	1100.205.2210	675.60
	Hosp/Eye/Dental	1100.210.2210	600.00
	Salary Temp Treasurer	1100.215.2111	500.00
	Hosp/Eye/Dental	1100.110.2210	287.24
	Hosp/Eye/Dental	1100.215.2210	144.36
	Hosp/Eye/Dental	1100.105.2210	65.00
	Hosp/Eye/Dental	1100.160.2210	34.88
TO	SD Revenue Sharing	1100.210.2721	15,120.00
	Salary - Building	1100.415.2110	1,200.00
	PERS	1100.435.2230	1,200.00
	PERS	1100.415.2230	286.00
	Medicare	1100.705.2231	175.00
	Medicare	1100.415.2231	125.00
	PERS	1100.175.2230	105.85
	Medicare	1100.160.2231	40.00
	Medicare	1100.110.2231	40.00
	Medicare	1100.105.2231	20.00
	PERS	1100.160.2230	32.16
	Medicare	1100.175.2231	15.00
	Medicare	1100.410.2231	6.00

Section 2

FROM:	State Examination	1100.905.2395	8,131.02
	Uniform Allowance Police	1100.305.2280	6,621.75
	PERS Law Director	1100.115.2230	3,900.66
	Salary Deputy Auditor	1100.205.2111	3,000.00
	PERS Health	1100.705.2230	2,026.25
	Salary Law Director Staff	1100.115.2111	2,000.00
	PERS Auditor	1100.205.2230	1,848.60
	PERS Benefits Clerk of Council	1100.155.2230	1,682.03
	PERS Engineer	1100.405.2230	1,479.35
	PERS Police	1100.305.2230	818.52
TO	Salary Fire	1100.325.2110	31,508.18

Section 3

FROM:	Supplies/Materials/Postage	1234.515.2410	3,259.80
	Travel/Seminar/Schooling	1234.505.2389	271.99
TO	Supplies/Materials/Postage	1234.505.2410	3,531.79

Section 4

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the preservation of the public health, safety and welfare of the community and for the additional reason that the funds are required in the specific accounts to pay city obligations by the end of 2007. 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

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 161 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriations in the Police Pension Fund, Fire Pension Fund, Probation Fund, Park & Rec. Capital Improvement Fund, Insurance Fund and the TIF Service Payment 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:

The appropriations are hereby reduced in the Police Pension Fund, Fire Pension Fund, Probation, Park & Rec. Capital Improvement Fund, Insurance Fund and the TIF Service Payment Fund, for the year ending December 31, 2007, as follows:

\$311,621.36 from an account entitled "Employee Insurance"	2202.905.2310
\$131,817.41 from an account entitled "Capital Improvement Project"	1433.505.2510
\$ 78,162.57 from an account entitled "Services/Contracts"	1238.125.2392
\$ 17,934.30 from an account entitled "Fire Pension"	1210.325.2240
\$ 10,000.00 from an account entitled "Capital Equipment"	1433.505.2530
\$ 8,604.08 from an account entitled "Refunds"	1433.505.2720
\$ 8,400.00 from an account entitled "Hosp/Eye/Dental"	1238.125.2210
\$ 2,520.83 from an account entitled "School District TIF"	3109.905.2379
\$ 997.99 from an account entitled "Police Pension"	1209.305.2240
\$.14 from an account entitled "County Collection Fees"	3109.905.2393

Section 2:

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

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 162 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Law of the City of Massillon, to renew the one year contract with the City of Canal Fulton, for the purpose of providing prosecutorial services, 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, to renew the one year contract with the City of Canal Fulton for the purpose of providing prosecutorial services.

Section 2:

The Director of Law of the City of Massillon, Ohio, is hereby authorized to renew the one year contract with the City of Canal Fulton for the purpose of providing prosecutorial services. The City of Canal Fulton shall pay the sum of Twenty-Four Thousand Dollars (\$24,000.00) under the terms of the contract. The contract will be from February 1, 2008 through January 31, 2009.

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 City of Canal Fulton has requested the Director of Law of the City of Massillon to prosecute all criminal and traffic cases that come before the Massillon Municipal Court and it is necessary to be effective immediately so that increased revenue can be received. 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

AGREEMENT

THIS AGREEMENT effective February 1, 2008 through January 31, 2009, between the CITY OF CANAL FULTON and the CITY OF MASSILLON LAW DEPARTMENT (MLD) sets forth the following responsibilities and mutual benefits. Accordingly, MLD agrees to prosecute criminal and traffic offenders in the Massillon Municipal Court, perform other related traffic and criminal legal services for Canal Fulton and maintain specific responsibility for:

1. Municipal Cases via City Ordinances/ORC (Titles 29 & 45);
2. Private citizens' complaints and affidavits for violations under ORC Titles 29 & 45;
3. Informal Prosecutor conferences for bad checks, domestic disputes, neighborhood disturbances, and other appropriate circumstances as the MLD determines;
4. Review search warrants when appropriate or upon request;
5. Assist with and direct Misdemeanor/Felony summons/warrants when appropriate;
6. Issue subpoenas when appropriate (trials/hearings in Massillon Municipal Court);
7. Participate in Court pre-trials, trials, pleas and felony preliminary hearings to conclusion as required and scheduled by Massillon Municipal Court;
8. Prosecute traffic/criminal offenders by trial (judge/magistrate/jury) to conclusion as necessary. Objections to Magistrate decisions are part of this contract included in basic compensation below. Appeals of trial court decisions to a higher court is not included in this Agreement;
9. Coordinate with crime victims to explain their rights under law and secure their attendance when defendants are arraigned for issuance of TPO's, plus attendance at pre-trials, pleas and trial and coordinate restitution when appropriate; and
10. Serve as liaison between The Massillon Municipal Court and the Canal Fulton Police Department;
11. BASIC COMPENSATION: The City of Canal Fulton will pay the City of Massillon Twenty-four Thousand Dollars (\$24,000.00) for the one (1) year Agreement. The amount shall be paid in twelve (12) monthly payments of Two Thousand Dollars (\$2,000.00) commencing on February 1, 2008 and payable on the 1st of each month thereafter.

TERM: THIS AGREEMENT is subject to terminate at will by the CITY OF CANAL FULTON or the CITY OF MASSILLON LAW DEPARTMENT upon written notice by U.S. CERTIFIED MAIL, effective thirty (30) days after receipt.

EXECUTED ON DATE INDICATED BELOW:

Date: _____

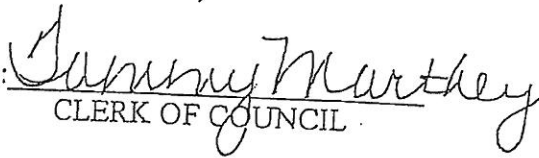
MASSILLON CITY
LAW DEPARTMENT

DIRECTOR OF LAW

CITY OF CANAL FULTON

By: 
CITY MANAGER

By: 
DIRECTOR OF FINANCE

By: 
CLERK OF COUNCIL

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 163 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 181 "INCOME TAX" of the Codified Ordinances of the City of Massillon, Ohio, by amending existing Section 181.05 (a), (d) and (e) "RETURN AND PAYMENT OF TAX", and declaring an emergency.

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

Section 1:

Existing Sections 181.05 (a), (d) and (e) "RETURN AND PAYMENT OF TAX", are hereby amended and there are hereby enacted new Sections 181.05(a), (d) and (e) under "RETURN AND PAYMENT OF TAX". Said amendments are indicated in bold type on the attached exhibit "A".

SEE EXHIBIT "A" ATTACHED HERETO

Section 2:

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 the Income Tax Department being able to order new mailings with the new date reflecting the paperwork for the filing deadline of city income tax forms. 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

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

181.05 RETURN AND PAYMENT OF TAX.

(a) Each taxpayer except as herein provided, shall, whether or not a tax is due make and file a final return on or before **April 15**, of the year following the effective date of this chapter, and on **April 15** of each year thereafter. When the return is made for a fiscal year or other period different from the calendar year, the return shall be filed within four months from the end of such fiscal year or period. The administrator is authorized to provide by regulation that the return of an employer or employers, showing the amount of tax deducted by the employer or employers from the salaries, wages, commissions, or other compensation of an employee, and paid by him or them to the administrator may be accepted, unless otherwise specified, as the return required of any employee whose sole income, subject to tax under this chapter, is such salary, wages, commissions, or other compensation.
(Ord. 190-1986. Passed 12-15-86.)

(d) Immediately after **April 15** of each year, the Administrator shall compile a list of those accounts who have failed to file an annual final return for the preceding tax year(s) as required by Section 181.05(a). Said list shall be referred to as the delinquent filing list. Said delinquent filing list shall be revised from time to time by the Administrator to reflect the removal of the names of those accounts who have filed the required final return subsequent to the original preparation of the list. Using the delinquent filing list, the Administrator shall:

- (1) Within sixty days after the **April 15** filing date, cause a "NOTICE OF FAILURE TO FILE A TAX RETURN" to be mailed to each account whose name remains on the delinquent filing list. Said notice shall apprise the account of the requirement to file a final return and the fact that the records of the Income Tax Department indicate that a final return has not been received from them for the year(s) listed on the notice. The notice shall also advise the account of the need to respond to the notice within ten days and of the possible consequences for failing to do so.
- (2) Within thirty days after the Notice of Failure to File a Tax Return has been mailed, cause a "FINAL NOTICE" to be mailed to those accounts whose name still remains on the delinquent filing list. Said notice shall remind the account of their failure to respond to the previous notice sent to them and request that they report to the Income Tax office within ten days bringing with them the information necessary to file a tax return for the year(s) in question. The notice shall also advise the account that their continued failure to comply with this request was in violation of Section 181.12 and that such violation could result in the enforcement of the penalties contained in Section 181.10.
- (3) On or about September 1 of each year, cause a display notice to be inserted once a week, for two consecutive weeks, in a newspaper published in the English language in the City of Massillon and of general circulation therein. Said display notice shall inform the taxpayers of the City of the forthcoming publication of the names of those individuals and firms who are delinquent in the filing of a final return.
- (4) Within ten days after the date the last display notice has been published, cause a list of the names, addresses and/or account numbers of those accounts remaining delinquent in the filing of a final return to be published twice within a thirty day period in the same newspaper the display notice was published. (Ord. 48-1994. Passed 3-21-94.)

(e) The Income Tax Department shall charge a fee of five dollars (\$5.00) from January 1st through **April 15th** and ten dollars (\$10.00) from **April 16th** through December 31th for the preparing of Tax Returns by the staff in the Income Tax Department.
(Ord. 20-2004. Passed 1-20-04.)

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 164 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract with The Health Plan for health insurance coverage for City employees, 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 and in the public health, safety and welfare to enter into contract with The Health Plan for health insurance coverage for City employees.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into contract with The Health Plan for health insurance coverage for City employees for the 2008 calendar year.

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 additional reason that it is necessary to enter into contract with The Health Plan for health insurance coverage for City employees. 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

DATE: DECEMBER 17, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 18 - 2007

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION providing for the submitting to the electors of the City of Massillon at a Primary Election to be held on March 4, 2008, the question of the approval of the issue of a replacement of a one (1) mill operating levy to provide funding for the Massillon Museum which is operated by the Massillon Museum, Inc., a non-profit corporation, and declaring an emergency.

WHEREAS, the amount of revenues which will be raised by the City of Massillon, Ohio, within the ten mill limitation by levies on the current tax duplicate of the City of Massillon will be insufficient to provide adequate funds for the City of Massillon, to provide for a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization as authorized by Section 5705.19 (AA) of the Ohio Revised Code; and

WHEREAS, it is necessary to levy a replacement of a tax in excess of the ten mill limitation for the purpose of providing funds to provide for a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MASSILLON, OHIO, IN REGULAR SESSION SITTING, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1:

There shall be submitted to the electors of the City of Massillon at a Primary Election on March 4, 2008, the question of the approval of issues providing for the replacement levy of a tax in the amount of one (1) mill for each One Hundred Dollars (\$100.00) of valuation for a period of five (5) years, to wit: 2008, 2009, 2010, 2011 and 2012 for the purpose of providing a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization as authorized by Section 5705.19 (AA) of the Ohio Revised Code.

Section 2:

The Clerk of Council is hereby directed to certify to the Board of Elections of Stark County a copy of this Resolution upon the enactment of this Resolution for its submission to the electors of the City of Massillon, Ohio, for the question of its passage at the Primary Election to be held on March 4, 2008. The Clerk of Council is directed to request the Board of Elections to provide notice of election on the question of levying said replacement of the tax as required by law. The Clerk shall also provide the Board of Elections with a proposed sample ballot which is attached to this Resolution.

SAMPLE BALLOT

MASSILLON CITY

A Majority Affirmative Vote is Necessary For Passage

"A replacement of a tax for the benefit of the City of Massillon, Stark County, Ohio, for the purpose of THE MAINTANENCE AND OPERATION OF THE MASSILLON MUSEUM A FREE PUBLIC MUSEUM OF ART, SCIENCE OR HISTORY at a rate not exceeding one (1.0) mill for each One Dollar (\$1.00) of valuation, WHICH AMOUNTS TO TEN CENTS (\$.10) FOR EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION, for a period of five (5) years, tax years 2008, 2009, 2010, 2011 and 2012."

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY