

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

AGENDA

DATE: MONDAY, JUNE 2, 2008
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN DAVE HERSHER
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

MANG ABSENT

ORDINANCE NO. 78 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS B-D

AN ORDINANCE authorizing the Mayor of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Midwest Innovations, LCC to provide an economic development "incentive grant" to assist the company in expanding its operations in Massillon, and declaring an emergency.

ORDINANCE NO. 79 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING 7/7/08 7:00 PUBLIC HEARING 02

AN ORDINANCE amending Section 1151.08 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to B-3 General Business.

ORDINANCE NO. 80 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING 7/7/08 7:25 PUBLIC HEARING

AN ORDINANCE amending Section 1151.08 of the Massillon Code of 1985 rezoning a certain tract of land from Perry Township to I-2 General Industrial District.

ORDINANCE NO. 81 – 2008

BY: PUBLIC UTILITIES COMMITTEE

1ST READING

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 Range Resources Appalachia, LLC for a 9.47 acre parcel owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 82 – 2008

BY: PUBLIC UTILITIES COMMITTEE

1ST READING

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 Range Resources Appalachia, LLC for a 5.40 acre parcel known as Out Lot 154 owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 83 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

1ST READING

AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign a proposal with URS for professional engineering services for the design of certain intersections in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 84 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Dalene M. Pride to perform the Motor Vehicle License Audits for the City of Massillon, and declaring an emergency.

ORDINANCE NO. 85 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE vacating a portion of Nova Drive SE, and declaring an emergency.

ORDINANCE NO. 86 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE vacating a portion of Vista Avenue SE, and declaring an emergency.

ORDINANCE NO. 87 – 2008

BY: FINANCE COMMITTEE

PASS 8-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, TIF Service Payment Fund, 1201 Street M & R Fund, Park & Rec. Capital Improvement Fund, Capital Improvement Fund and the Economic Development Fund , for the year ending December 31, 2008, and declaring an emergency.

ORDINANCE NO. 88 – 2008

BY: FINANCE COMMITTEE

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into contract upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location, and declaring an emergency.

RESOLUTION NO. 10 - 2008

BY: ENVIRONMENTAL COMMITTEE

PASS 8-0

A RESOLUTION authorizing the Safety Service Director to apply for a supplementary loan from the Ohio Water Development Authority through the Ohio EPA, and declaring an emergency.

RESOLUTION NO. 11 - 2008

BY: COMMITTEE OF THE WHOLE

PASS 8-0

A RESOLUTION commending Kim Eisenbrei for years of dedication and service as an employee for the City of Massillon, Ohio

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

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR MAY 2008
- B). AUDITOR SUBMITS MONTHLY REPORT FOR MAY 2008

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

ORDINANCE NO. 70 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the Keuper Blvd NE Storm Sewer Improvement Project, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 74 – 2008

BY: HEALTH, WELFARE & BLDG REGULATIONS

2ND READING

AN ORDINANCE repealing CHAPTER 1185 "FLOOD PLAIN AREAS" of the Codified Ordinances of the City of Massillon, Ohio, and enacting a new CHAPTER 1185 "FLOOD PLAIN AREAS" of the Codified Ordinances of the City of Massillon, Ohio, and declaring an emergency.

RESOLUTION NO. 6 - 2008

BY: COMMITTEE OF THE WHOLE

2ND READING

A RESOLUTION urging a moratorium on home foreclosures and congressional enactment of a Homeowners and Bank Protection Act, 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 JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 78 - 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Midwest Innovations, LLC to provide an economic development "incentive grant" to assist the company in expanding its operations in Massillon, and declaring an emergency.

WHEREAS, the City of Massillon carries out a variety of economic development programs designed to promote the creation and expansion of business and industry in the community; and

WHEREAS, Midwest Innovations, LCC desires to expand its business operations located at 725 West Main Street by renovating the facility to meet accessibility requirements, and

WHEREAS, the City of Massillon proposed to assist Midwest Innovations LLC in expanding its operations by providing an economic development "incentive grant", the purpose of which is to help offset the company's costs in expanding its operations in Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Midwest Innovations, LCC providing an economic development "incentive grant", in a total amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for the purpose of assisting the company in expanding its operations in Massillon.

Section 2:

In return for this economic development grant assistance, Midwest Innovations, LCC will renovate the building to meet accessibility requirements.

Section 3:

This Ordinance is hereby 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 to improve the economic climate of the community through the expansion of business and employment opportunities. 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 _____, 2008

APPROVED: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

ATTEST: _____

FRANCIS H. CICCHINELLI, JR. MAYOR

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

ORDINANCE NO. 79 - 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to B-3 General Business.

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 I-1 Light Industrial to B-3 General Business. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on May 14, 2008 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 B-3 General Business.

Being known as Out Lot No. 542, a 17 acre parcel located on the southwest corner of Erie Street South and Nave Road SE. The applicant proposes to construct new commercial shopping center. The applicant is the City of Massillon.

Section 3:

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

1st reading
LEGISLATIVE DEPARTMENT
public hear 7/7
2nd read 6/16
Passed 7/7

Rezoning - G shaft Park

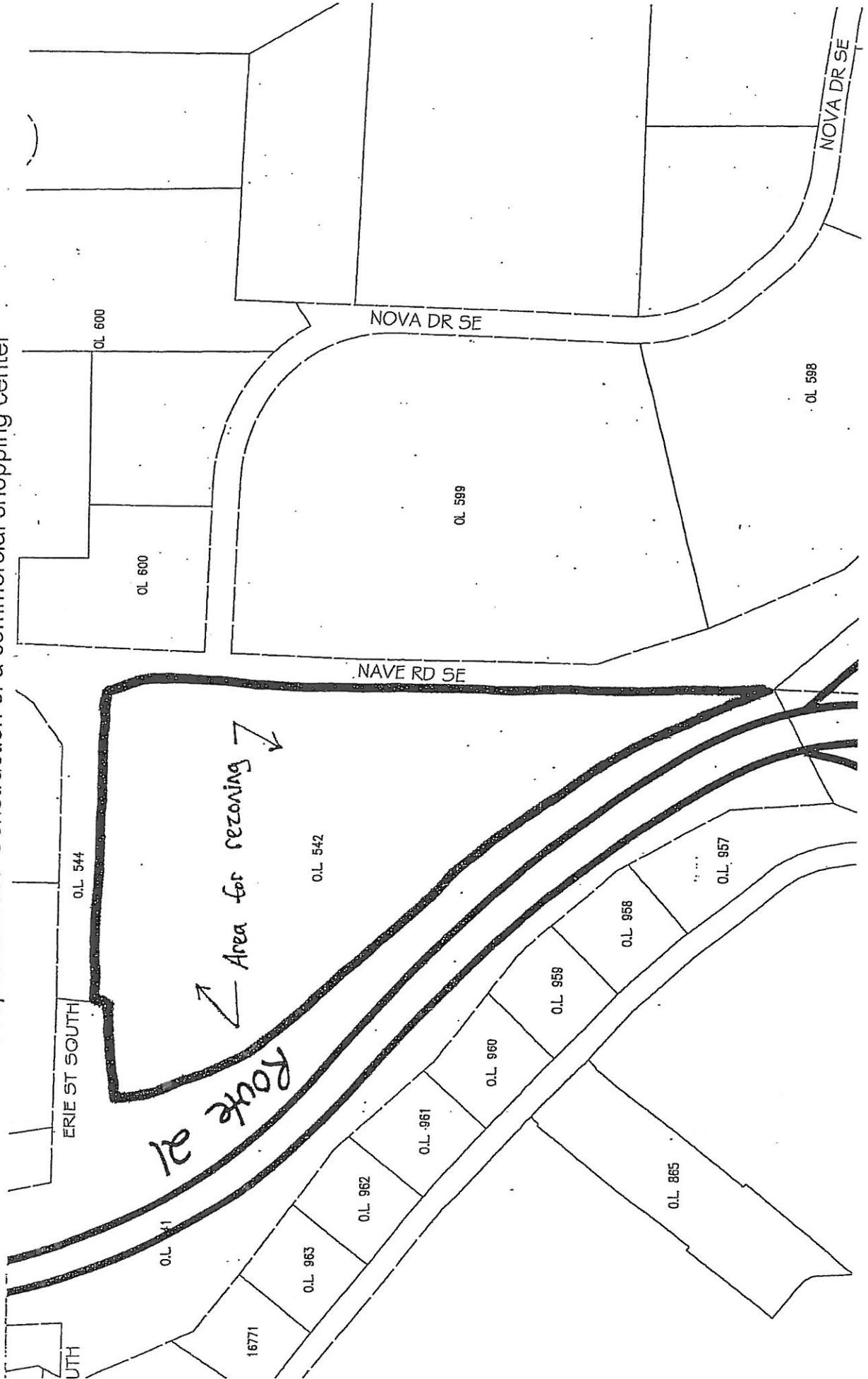
Property Description: Out Lot 542, a 17 acre parcel located on the southwest corner of Erie Street South and Nave Road SE.

Zone Change From: I-1 Light Industrial

Zone Change To: B-3 General Business

Applicant: City of Massillon

Proposed Use: Construction of a commercial shopping center



DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

ORDINANCE NO. 80 - 2008

1st reading
LEGISLATIVE DEPARTMENT
public hearing 7/7
2nd read 6/16
passed 7/7

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from Perry Township to I-2 General Industrial District.

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 Perry Township to I-2 General Industrial District. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on May 14, 2008 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 I-2 General Industrial District.

Prophecy Massillon Annexation Area, an approximate 78.6 acre parcel located on the east side of Erie Avenue SW (State Route 21), north of Lindcrest Street SW. The applicant is the City of Massillon. The purpose of the request is to give this recently annexed property, which is an existing industrial facility, a zoning district classification under the Massillon City Zoning Code.

Section 3:

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

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

ORDINANCE NO. 81 - 2008

1st reading
LEGISLATIVE DEPARTMENT

2nd reading 6/16
passed 6/16

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 Range Resources Appalachia, LLC for a 9.47 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 Range Resources Appalachia, LLC for a 9.47 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 Range Resources Appalachia, LLC for a 9.47 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-SURFACE DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this ____ day of _____, 2008, by and between THE CITY OF MASSILLON, OHIO of 151 Lincoln Way East, Massillon, OH 44646, hereinafter called Lessor, and Range Resources-Appalachia, LLC, 125 St. Rte. 43, P.O. Box 550, Hartsville, OH 44632, hereinafter called Lessee, do agree:

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to utilize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than one hundred sixty (160) acres. 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. This lease covers all of Lessor's land in and adjoining Part of Out Lot 869 of Perry Township, Stark County, Ohio, containing 9.47 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) Portion of 0700048

Or further described as Golf Course off of Richville Drive SW

Being the property described in Deed Volume(s)/Page(s) _____

SEE EXHIBIT "A" attached hereto and made a part hereof

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of "Proceeds Realized" by Lessee on all the oil and gas produced and marketed from each well drilled and utilized, as the amount of the Lessor's acreage in the unit bears to total acreage in the unit, the same to be paid by the end of the next month following Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to the severance tax. "Proceeds Realized" shall mean the price received by Lessee for oil and gas marketed and sold at the delivery point less any charges for transportation, dehydration, compression and marketing paid by Lessee to deliver the oil and gas for sale.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any installation of any nature whatsoever on the leased property. The within Lease being granted for the purpose of permitting Lessee to utilize 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.

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. 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 (on an acreage basis) 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 assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee allegedly has breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breached alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

8. Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of Lessee's use of the premises, or as a result of loss, expense, injury, death or damage, which would not have occurred but for Lessee's use of the premises, except to the extent any such damage or injury is caused by Lessor's negligence.

9. Lessee agrees to pay a one-time signing bonus of \$300.00 payable within 90 day of execution of this lease.

Signatures of Witnesses:

Signatures of Lessor(s):

THE CITY OF MASSILLON, OHIO

(Printed Name) _____

Michael J. Loudiana, Director of Public Safety and Service, For The City of Massillon, Ohio

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO :
: ss
COUNTY OF STARK :

On this, the ____ day of _____, 2008, before me Michael J. Loudiana, Director of Public Safety and Service, the undersigned official, personally appeared The City of Massillon, Ohio known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public _____

Dear Property Owner:

Thank you for entering into an oil and gas lease with our firm. We are pleased to add your property to our exploration and development program Range Resources-Appalachia, LLC pays an initial "bonus" payment to each property owner as consideration for executing the lease. This payment is made after the lease has been properly executed by each interest owner and our representative completes a title check at the courthouse of the county in which your land lies. We check to insure the proper persons have executed the lease, that the oil and gas rights are intact, and the status of other oil and gas leases that may be in term on the leased premises (a complete title examination is done by an attorney prior to drilling). Our landperson then submits the results of his title check along with your lease and a detailed map of your lands to our office in Hartville for processing. In the office your lease is reviewed by an analyst, the location is placed upon our land maps, and the lease information is input into our computer system. Our accounting department then issues all bonus and other lease payments when due. This process helps protect us from erroneously making bonus payments and safeguards the property owner from accepting monies which may not be theirs due to bad title, reservations of oil and gas, and other existing leases, all of which invalidate our lease. Should you have any question regarding payments or your lease status, please contact our land department at the Hartville address or telephone number.

Range Resources-Appalachia, LLC hereby agrees to pay the following oil and gas owner the amount below set forth subject to approval of title and management lease review:

LESSOR(S): THE CITY OF MASSILLON, OHIO of 151 Lincoln Way East, Massillon, OH 44646

BONUS AMOUNT: \$300.00, which shall be paid to Lessor within 90 days from lease date.

LEASE DATE: _____, LANDMAN: Kathryn D. Borroel

X _____ DATE: _____

X _____ DATE: _____

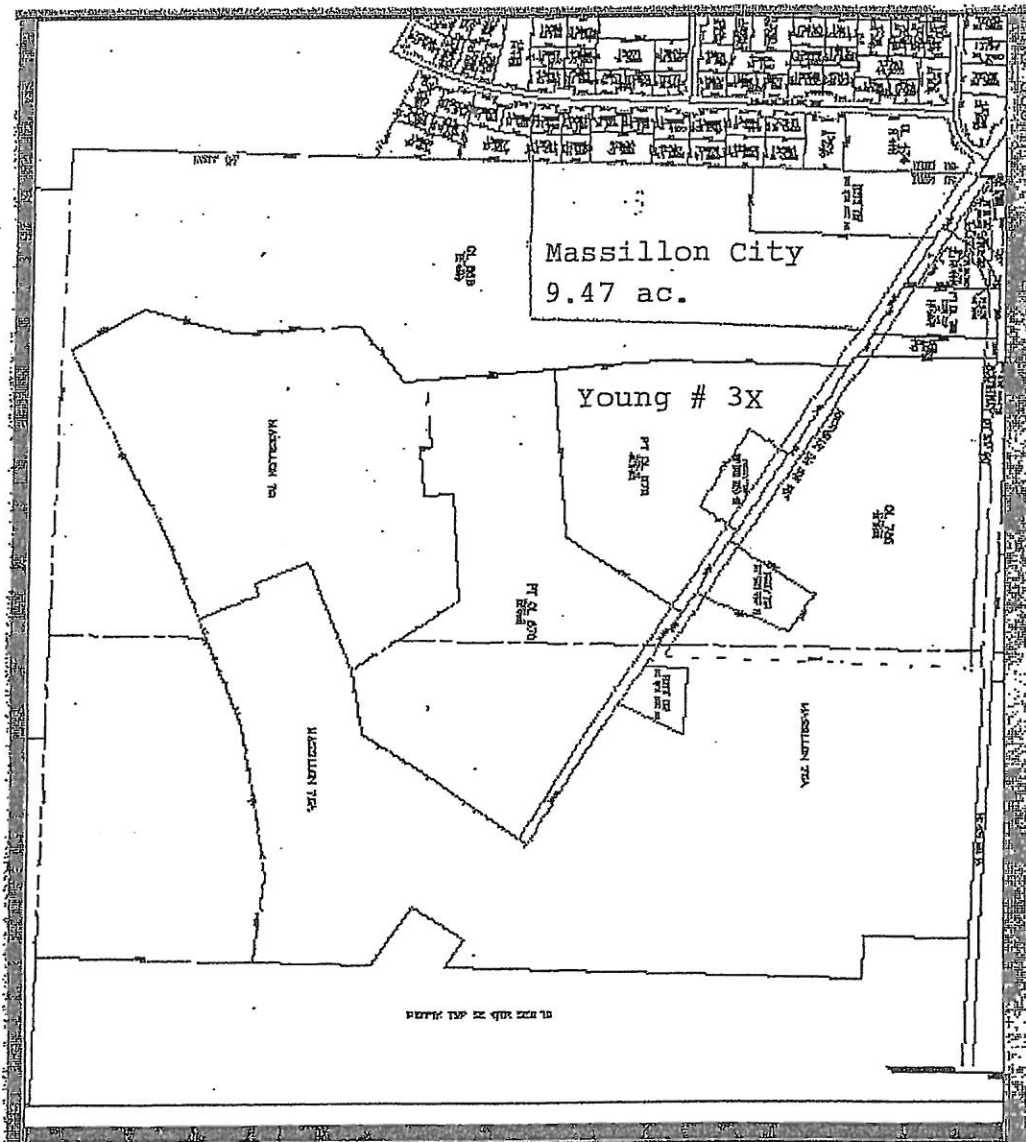
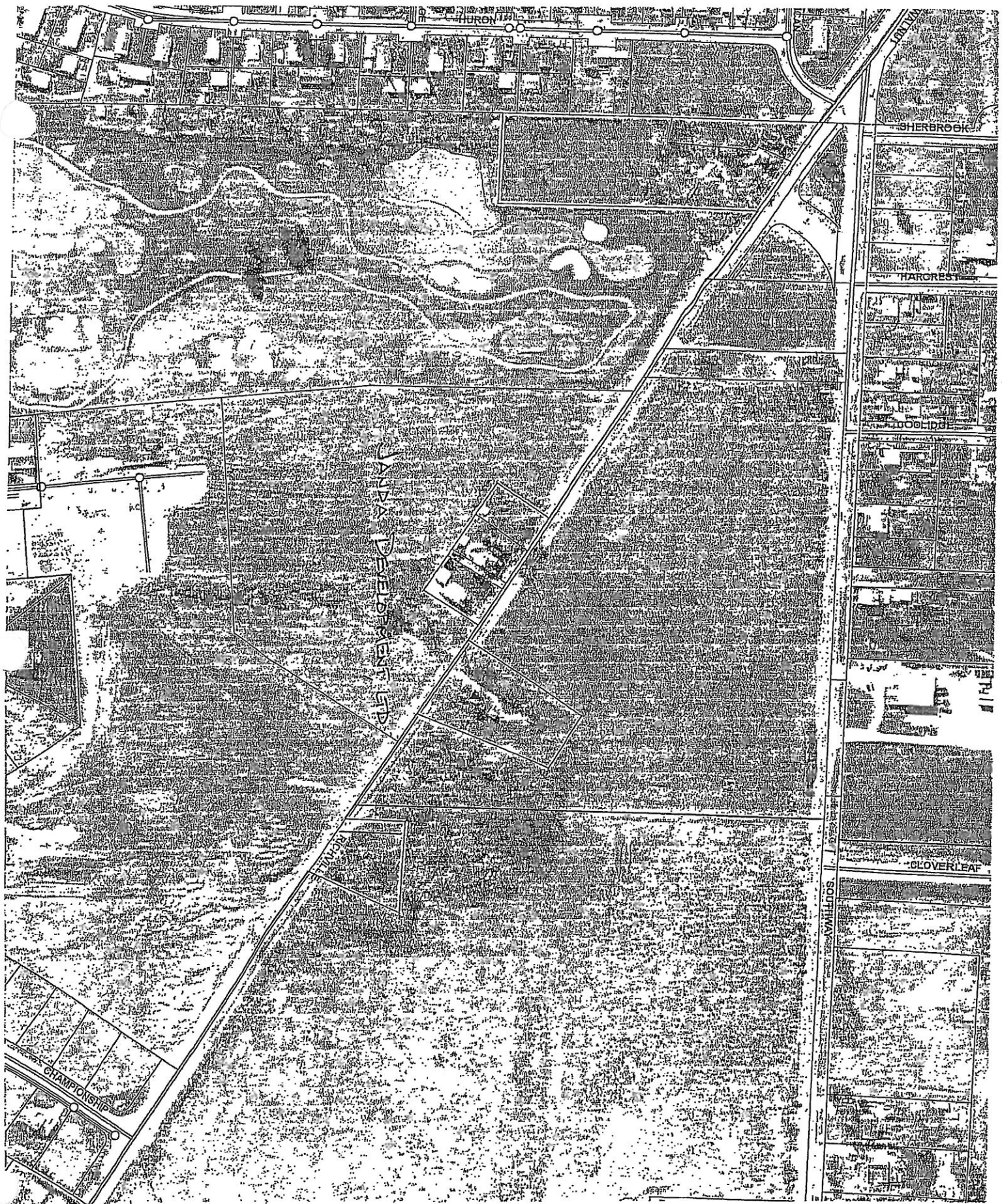


EXHIBIT "A"



DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 82 - 2008

passed 6/16

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 Range Resources Appalachia, LLC for a 5.40 acre parcel known as Out Lot 154 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 Range Resources Appalachia, LLC for a 5.40 acre parcel known as Out Lot 154 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 Range Resources Appalachia, LLC for a 5.40 acre parcel known as Out Lot 154 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-SURFACE DEVELOPMENT OIL & GAS LEASE

THIS LEASE, made this ____ day of _____, 2008, by and between THE CITY OF MASSILLON, OHIO of 151 Lincoln Way East, Massillon, OH 44646, hereinafter called Lessor, and Range Resources-Appalachia, LLC, 125 St. Rita 43, P.O. Box 550, Hartsville, OH 44632, hereinafter called Lessee, do agree:

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to utilize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than one hundred sixty (160) acres. 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. This lease covers all of Lessor's land in and adjoining Part of Out Lot 154 of Perry Township, Stark County, Ohio, containing 5.40 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) 0680185

Or further described as Baseball field off of Glenwood Avenue

Being the property described in Deed Volume(s)/Page(s) _____

SEE EXHIBIT "A" attached hereto and made a part hereof

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of "Proceeds Realized" by Lessee on all the oil and gas produced and marketed from each well drilled and utilized, as the amount of the Lessor's acreage in the unit bears to total acreage in the unit, the same to be paid by the end of the next month following Lessee's receipt of payment for same, less any tax imposed by any government body, including but not limited to the severance tax. "Proceeds Realized" shall mean the price received by Lessee for oil and gas marketed and sold at the delivery point less any charges for transportation, dehydration, compression and marketing paid by Lessee to deliver the oil and gas for sale.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any installation of any nature whatsoever on the leased property. The within Lease being granted for the purpose of permitting Lessee to utilize 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.

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. 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 (on an acreage basis) 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 assign or surrender this Lease in whole or in part.

5. No change of ownership in the leased premises or in the rentals or royalties hereunder shall be binding on Lessee until after notice to the Lessee either by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of such original instrument or a duly certified copy thereof to the Lessee.

6. In the event Lessor considers Lessee has not complied with its expressed or implied obligations hereunder, Lessor shall notify Lessee in writing indicating specifically what Lessee allegedly has breached. Lessee shall have 30 days after receipt of said notice to meet or commence to meet any part of the breached alleged by Lessor. Lessor shall not bring any action against Lessee until after 30 days after service of such notice on Lessee.

7. Lessor hereby warrants and agrees to defend title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

8. Lessee agrees to indemnify, protect, save harmless and defend Lessor from and against any loss, claim or expense, including without limitation claims for injury or death to persons or damage to property occurring as a result of Lessee's use of the premises, or as a result of loss, expense, injury, death or damage, which would not have occurred but for Lessee's use of the premises, except to the extent any such damage or injury is caused by Lessor's negligence.

9. Lessee agrees to pay a one-time signing bonus of \$300.00 payable within 90 day of execution of this lease.

Signatures of Witnesses:

Signatures of Lessor(s):

THE CITY OF MASSILLON, OHIO

(Printed Name) _____

Michael J. Loudens, Director of Public Safety and Service, For The City of Massillon, Ohio

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OHIO _____
COUNTY OF STARK _____

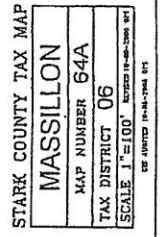
On this, the ____ day of _____, 2008, before me Michael J. Loudens, Director of Public Service and Safety, the undersigned officer, personally appeared The City of Massillon, Ohio known to me (or satisfactorily proven) to be the person whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public _____

MASSILLON 64A





DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2008

1st Reading

Passed 6/16

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign a proposal with URS for professional engineering services for the design of certain intersections in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to sign a proposal with URS for professional engineering services for the design of certain intersections in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign a proposal with URS for professional engineering services for the following intersections in the City of Massillon:

- a. SR 241 (Wales Road) and Lake Avenue*
- b. SR 241 (Wales Road) and Hankins Road*
- c. SR 241 (Erie Street) and Tremont Avenue - \$6,050.00 estimated city cost.
- d. SR 172 (Lincoln Way East) and 27th Street/Jackson Avenue - \$13,500.00 estimated city cost.

*SR 241(Wales Road) and Lake Avenue; SR 241 (Wales Road) and Hankins Road – SCATS approved grant in the amount of \$1,500,000.00 with an 80/20/ split. The City will be responsible for the 20%.

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 that the proposal with URS is signed so the work may begin for the design of those intersections in the city. 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.

CITY OF MASSILLON

AGREEMENT NO. 15029

This Agreement No. 15029 entered into at Massillon, Ohio, this _____ day of _____, 2008, by and between the City of Massillon, acting by and through the Director of Public Service & Safety, hereinafter referred to as the City, and URS Corporation - Ohio organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant, with an office located at 564 White Pond Drive, Akron, Ohio 44320-1100.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all engineering and adjunct services as may be authorized by the City in subsequent written authorization or authorizations to proceed for the widening and improvement of four (4) intersections in the City of Massillon, Stark County, Ohio, identified as STA-241-8.04.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the City authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

- Part 1: Preliminary Engineering and Environmental Document for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of One Thousand Three Hundred Twelve Dollars (\$1,312.00). However, the maximum prime compensation shall not exceed Thirteen Thousand Two Hundred Seventy-Eight Dollars (\$13,278.00).

- Part 2: Construction Contract Plans for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

- Part 3: Right of Way Plans and Centerline Monumentation for Erie Street/Tremont Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

- Part 4: Preliminary Engineering and Environmental Document for State Route 172 /27th Street/Jackson Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Two Thousand Six Hundred Twenty-Three Dollars (\$2,623.00). However, the maximum prime compensation shall not exceed Twenty-Six Thousand Five Hundred Twenty-Five Dollars (\$26,525.00).

- Part 5: Construction Contract Plans for State Route 172/27th Street/ Jackson Avenue Intersection (90% State funds – 10% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

- Part 6: Right of Way Plans and Centerline Monumentation for State Route 172/27th Street/ Jackson Avenue Intersection (90% State funds – 10 % City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

Part 7: Preliminary Engineering and Environmental Document for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Two Thousand Forty-Two Dollars (\$2,042.00). However, the maximum prime compensation shall not exceed Twenty Thousand Six Hundred Fifty-One Dollars (\$20,651.00).

Part 8: Construction Contract Plans for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

Part 9: Right of Way Plans and Centerline Monumentation for Wales Road/Lake Avenue Intersection (100% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

Part 10: Preliminary Engineering and Environmental Document for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of One Thousand Two Hundred Six Dollars (\$1,206.00). However, the maximum prime compensation shall not exceed Twelve Thousand One Hundred Ninety-Eight Dollars (\$12,198.00).

Part 11: Construction Contract Plans for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of Three Hundred Ninety-Four Dollars (\$394.00). However, the maximum prime compensation shall not exceed Six Thousand Three Hundred Seventy-Eight Dollars (\$6,378.00).

Part 12: Right of Way Plans and Centerline Monumentation for Wales Road/Hankins Road Intersection (100% City funds).

Actual costs plus a net fee of Nine Hundred Eighty-Nine Dollars (\$989.00). However, the maximum prime compensation shall not exceed Ten Thousand Eight Dollars (\$10,008.00).

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is One Hundred Thirty-Eight Thousand One Hundred Ninety-Six Dollars (\$138,196.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services" dated January 1998.

CLAUSE IV - ADDITIONAL COMPENSATION

The City also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

CLAUSE V - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services" dated January 1998.
- (b) The Consultant's proposal dated February 27, 2008 delineating the Scope of Work.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (www.obm.ohio.gov/mppr/travel.asp).

CLAUSE VI - EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

- (a) During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services" dated January 1998 and further agrees:
 - (1) That in the hiring of employees for the performance of work under this Agreement or for any subcontract related thereto, the Consultant or Subconsultant shall not, by reason of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin or ancestry, discriminate against any citizen in the employment of a person qualified and available to perform work to which this Agreement relates; and
 - (2) That the Consultant, Subconsultant, or any person acting on behalf of the Consultant or Subconsultant shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, Vietnam veteran era status, national origin, or ancestry; and

- (3) In carrying out this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, handicap, age or Vietnam era veteran status. The Consultant will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, sexual orientation, national origin, or ancestry, disability, age or Vietnam era veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
 - (4) The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, national origin, disability, age or Vietnam era veteran status. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subconsultants for any part of such work to incorporate such requirements in all subcontracts for such work.
- (b) It is the policy of the Department of Transportation that disadvantaged business enterprises (DBEs) as defined in Title 49 Code of Federal Regulations Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal and/or State funds under this Agreement. Consequently, the requirements of Title 49 Code of Federal Regulations apply to this Agreement.
- (1) The Consultant agrees to ensure that eligible businesses as defined in Title 49 Code of Federal Regulations Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal and/or State funds provided under this Agreement. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with Title 49 Code of Federal Regulations to ensure that eligible businesses have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, or Vietnam era veteran status or ancestry in the performance of this Agreement.

- (c) In the event of the Consultant's non-compliance with the provisions of this Clause, the State shall impose such sanctions as it or FHWA may determine to be appropriate, including but not limited to:
 - (1) Withholding of payments to the Consultant under this Agreement until the Consultant complies; and/or
 - (2) Termination or suspension of this Agreement, in whole or in part.

CLAUSE VII - DRUG-FREE WORK PLACE

The Consultant agrees to comply with all applicable State and Federal laws regarding drug-free workplace. The Consultant shall make a good faith effort to ensure that all the Consultant's employees, while working on State property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

CLAUSE VIII - OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees to adhere to the requirements of Ohio Ethics Law as provided by Section 102.04 of the Ohio Revised Code. Division (A) of this Section prohibits a State official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding, application, or other matter before any State agency. O.R.C. 102.04(B) prohibits State officials and employees from selling goods or services to State agencies, except by competitive bidding.

It is understood by the parties that non-elected State officials and employees may qualify for an exemption under O.R.C. Section 102.04(D), if:

- (a) The agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and
- (b) Prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the Consultant disqualifies himself for a period of two (2) years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.
- (c) It is expressly understood and agreed to by the parties that a failure by the Consultant to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the State, a breach of a material condition of this Agreement and the State may, if it so elects, void this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Director of Public Service & Safety.

It is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

URS CORPORATION - OHIO

By: _____

Title: _____

CITY OF MASSILLON

Michael J. Loudiana
Director of Public Service & Safety

APPROVED AS TO FORM:

By: _____

Title: _____

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 84 - 2008

BY: STREETS, HIGHWAYS AND TRAFFIC COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with Dalene M. Pride to perform the Motor Vehicle License Audits for 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 an agreement with Dalene M. Pride to perform the Motor Vehicle License Audits for the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement with Dalene M. Pride to perform the Motor Vehicle License Audits. The cost for each incorrect motor vehicle license registration forward to the Bureau of Motor Vehicles for correction and adjustment is not to exceed Three Dollars and Fifteen Cents (\$3.15) for each correction.

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 the agreement with Dalene M. Pride be signed so these audits can continue. 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.

AGREEMENT
BUREAU OF MOTOR VEHICLES TAXING DISTRICT AUDIT

This agreement authorizes Dalene M. Pride, an independent governmental affairs consultant, to conduct an audit of certain Ohio Bureau of Motor Vehicles records for, and on behalf of, the City of Massillon, Stark County, Ohio. The audit will include the following:

The Bureau of Motor Vehicles records of Tuscarawas Township, Perry Township, and Jackson Township, Stark County, Ohio, will be audited and all registrations of Massillon residents and business establishments that have been incorrectly allocated to the audited taxing districts will be recorded on the prescribed forms.

A copy of all incorrect registrations will be transmitted to said political subdivisions for review and challenge within the thirty-day period provided by the Ohio Bureau of Motor Vehicles.

After the thirty-day challenge period has expired, a copy of all incorrect registrations will be forwarded to the Bureau of Motor Vehicles where the appropriate corrections and adjustments will be made.

Dalene M. Pride will assume the expense of purchasing the necessary computer printouts from the Bureau of Motor Vehicles, will conduct the audit, and will deliver the copy of the "Taxing District/Township Audit Findings Report" forms to the involved taxing districts and to the Bureau of Motor Vehicles.

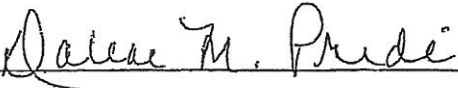
The City of Massillon, Ohio, will provide a current street map, a current and complete listing of all public and private streets (in alphabetical order), beginning and ending numbers and odd/even house numbers on all streets that border or continue into another political subdivision, and a listing of all applicable zip codes.

The City of Massillon, Ohio, will pay Dalene M. Pride the sum of Three Dollars (\$3.15) for each incorrect motor vehicle license registration forwarded to the Bureau of Motor Vehicles for correction and adjustment.

The City of Massillon, Ohio, will pay Dalene M. Pride the sum of Three Dollars (\$3.15) for each challenged registration that has to be withdrawn because of faulty, incorrect, or incomplete street listings and house numbers as supplied by the political subdivision to Dalene M. Pride.

The City of Massillon, Ohio, wishes to have the months of January through December, 2007, audited pursuant to this agreement.

This agreement is entered into this _____ day of _____, 2008.



Dalene M. Pride

The City of Massillon, Ohio

by _____

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 85 - 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of Nova Drive SE, and declaring an emergency.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the street hereinafter described, a petition requesting to vacate the irregular portion of right of way, approximately 0.112 acres, and

WHEREAS, upon hearing, this Council hereby finds 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:

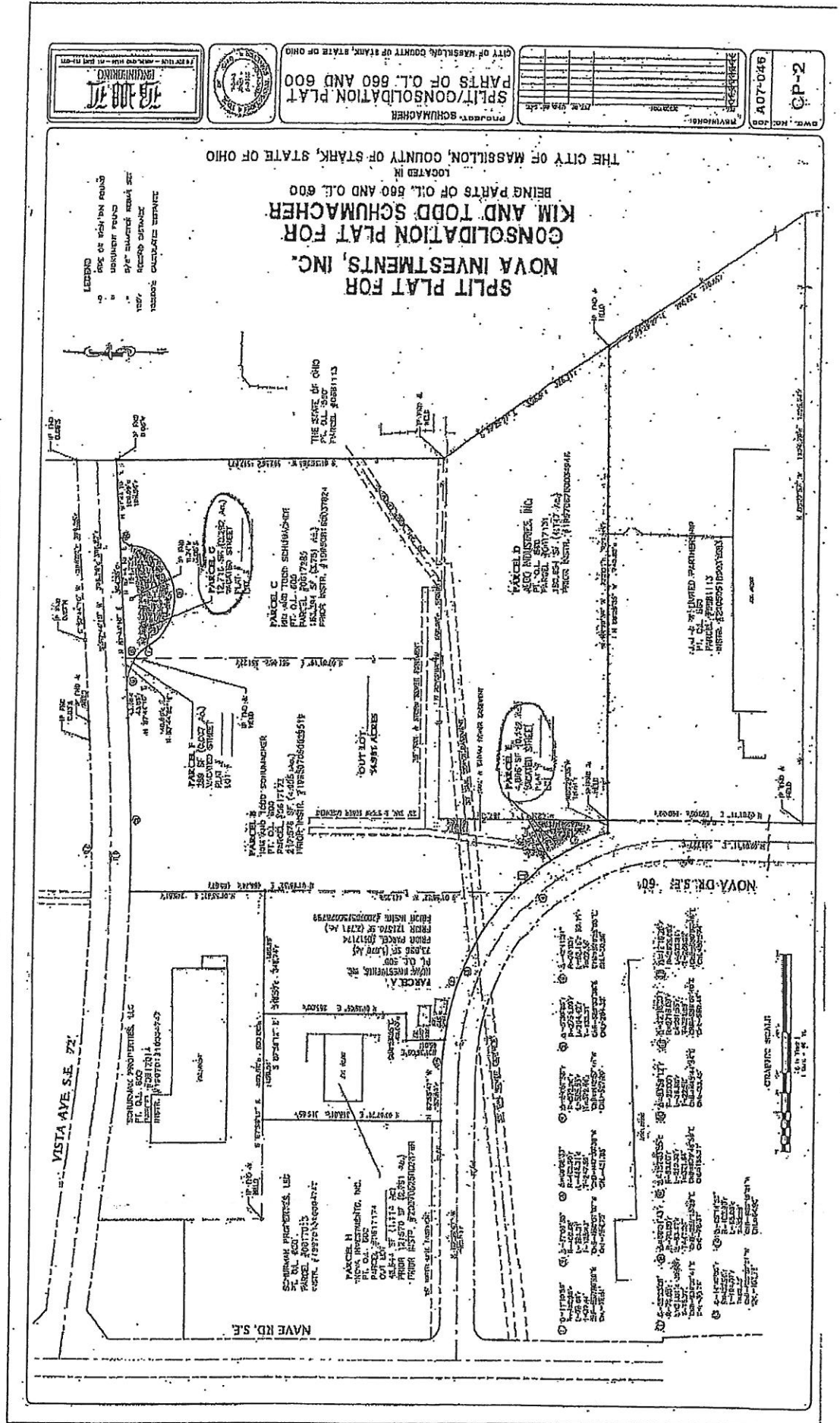
An irregular shaped portion of right of way located on the east side of Nova Drive SE, east of Nova Road. The request is to vacate the irregular portion of right of way, approximately 0.112 acres, and leaving no less than 60 foot right of way remaining for Nova Drive. The applicant is Kim and Todd Schumacher, Alco Industries. Approval of the vacation was recommended by the Planning Commission on May 14th, 2008. Said vacation is hereby approved, adopted and confirmed.

Section 2:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the continued efficient operation of the City of Massillon, Ohio, and that the portion of the street to be vacated will benefit the development of the area. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Location: Parts of Out Lots 560 and 600, located on the east side of Nova Drive SE, east of Nave Road. The request is to combine the property into two parcels, one containing the existing business and the other being a vacant parcel for future development. This request also includes the parcels of vacated roadway listed above. The property is zoned I-1 Industrial

Applicant: Kim and Todd Schumacher



DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

ORDINANCE NO. 86 - 2008

passed
LEGISLATIVE DEPARTMENT

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of Vista Avenue SE, and declaring an emergency.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the street hereinafter described, a petition requesting the south half of the existing cul de sac area, approximately 0.299 acres be vacated, and

WHEREAS, upon hearing, this Council hereby finds 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:

An irregular shaped portion of right of way located on the south side of Vista Avenue SE, east of Erie Street South. The request is to vacate the south half of the existing cul de sac area, approximately 0.299 acres, and leaving no less than 72 foot right of way remaining for Vista Avenue. The applicant is Kim and Todd Schumacher, Alco Industries. Approval of the vacation was recommended by the Planning Commission on May 14th, 2008. Said vacation is hereby approved, adopted and confirmed.

Section 2:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the continued efficient operation of the City of Massillon, Ohio, and that the portion of the street to be vacated will benefit the development of the area. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

VACATION PLAT FOR PART OF VISTA AVENUE S.E.

LOCATED IN
THE CITY OF MASSILLON, COUNTY OF STARK, STATE OF OHIO



① 21-21-15-17
 ② 21-21-15-17
 ③ 21-21-15-17
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VISTA AVE S.E. 72

SCHUMACHER PROPERTIES, LLC
 PL. 01. 500
 PARCEL #0617014
 INSTR. #199701312003747

SCHUMACHER PROPERTIES, LLC
 PL. 01. 500
 PARCEL #0617174
 INSTR. #20070350200799

SCHUMACHER PROPERTIES, LLC
 PL. 01. 500
 PARCEL #0617174
 INSTR. #20070350200799

SCHUMACHER PROPERTIES, LLC
 PL. 01. 500
 PARCEL #0617174
 INSTR. #20070350200799

ALCO INDUSTRIES, INC.
 PL. 01. 500
 PARCEL #0617131
 INSTR. #0570200005055

RUD AND TUD SCHUMACHER
 PL. 01. 500
 PARCEL #0617175
 INSTR. #19950705020515

RUD AND TUD SCHUMACHER
 PL. 01. 500
 PARCEL #0617285
 INSTR. #19950806037554

THE STATE OF OHIO
 PL. 01. 500
 PARCEL #0601113

PLANNING COMMISSION

APPROVED BY THE CITY OF MASSILLON PLANNING COMMISSION AT A REGULAR MEETING HELD ON _____ DAY OF _____, 2002.

CHAIRMAN

MASSILLON CITY ENGINEER

REVIEWED AND APPROVED FOR SUBMISSION AND CURE OF MAPS
 DATE _____ DAY OF _____, 2002.

SEAL & SIGNATURE, ETC. OF ENGINEER

MASSILLON CITY COUNCIL

I HEREBY CERTIFY THAT THE LOCATION OF THE VACATION PLAT OF VISTA AVENUE
 AS SHOWN ON THE MAP IS IN ACCORDANCE WITH THE CITY OF MASSILLON ZONING ORDINANCE AND
 IS IN ACCORDANCE WITH THE CITY OF MASSILLON SUBDIVISION MAP ACT.

SEAL & SIGNATURE, ETC. OF CITY CLERK

STARK COUNTY AUDITOR

I HEREBY CERTIFY THAT THE LOCATION OF THE VACATION PLAT OF VISTA AVENUE
 AS SHOWN ON THE MAP IS IN ACCORDANCE WITH THE CITY OF MASSILLON ZONING ORDINANCE AND
 IS IN ACCORDANCE WITH THE CITY OF MASSILLON SUBDIVISION MAP ACT.

STARK COUNTY RECORDER

I HEREBY CERTIFY THAT THE LOCATION OF THE VACATION PLAT OF VISTA AVENUE
 AS SHOWN ON THE MAP IS IN ACCORDANCE WITH THE CITY OF MASSILLON ZONING ORDINANCE AND
 IS IN ACCORDANCE WITH THE CITY OF MASSILLON SUBDIVISION MAP ACT.

STARK COUNTY RECORDER

I HEREBY CERTIFY THAT THE LOCATION OF THE VACATION PLAT OF VISTA AVENUE
 AS SHOWN ON THE MAP IS IN ACCORDANCE WITH THE CITY OF MASSILLON ZONING ORDINANCE AND
 IS IN ACCORDANCE WITH THE CITY OF MASSILLON SUBDIVISION MAP ACT.

STARK COUNTY RECORDER

CERTIFICATION

I HEREBY CERTIFY THAT THE LOCATION OF THE VACATION PLAT OF VISTA AVENUE
 AS SHOWN ON THE MAP IS IN ACCORDANCE WITH THE CITY OF MASSILLON ZONING ORDINANCE AND
 IS IN ACCORDANCE WITH THE CITY OF MASSILLON SUBDIVISION MAP ACT.

STARK COUNTY RECORDER

STARK COUNTY RECORDER

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STARK COUNTY RECORDER

STARK COUNTY RECORDER

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STARK COUNTY RECORDER

STARK COUNTY RECORDER

STARK COUNTY RECORDER

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 87 – 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, TIF Service Payment Fund, 1201 Street M & R Fund, Park & Rec. Capital Improvement Fund, Capital Improvement Fund and the Economic Development Fund, for the year ending December 31, 2008, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$70,000.00 to an account entitled "Services/Contracts" 1406.610.2392
\$ 500.00 to an account entitled "Fees" 1406.610.2393

Section 2:

There be and hereby is appropriated from the unappropriated balance of the TIF Service Payment Fund, for the year ending December 31, 2008, the following:

\$124,427.62 to an account entitled "Developer TIF's" 3109.905.2380
\$ 118.49 to account entitled "County Collection Fees" 3109.905.2393

Section 3:

There be and hereby is appropriated from the unappropriated balance of the 1201 Street M & R Fund, for the year ending December 31, 2008, the following:

\$50,000.00 to an account entitled "Street Dept Supplies" 1201.435.2410

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Park & Rec. Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$10,000.00 to an account entitled "Refunds" 1433.505.2720

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$4,477.82 to an account entitled "County Collection Fees" 1401.905.2393

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2008, the following:

\$1,500.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 7:

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 _____ 2008

ATTEST:

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 88 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, receive sealed bids and enter into contract upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location, 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, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to advertise for, receive sealed bids and enter into contract with the lowest and best bidder for the purchase of fuel for city vehicles at an off-site location.

Section 3:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community, and for the additional reason with the continuing high cost of fuel for city vehicles to go out for bids for the purchase of fuel for the efficient operation of the various departments. 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.

DATED: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 10 – 2008

BY: ENVIROMENTAL COMMITTEE

A RESOLUTION authorizing the Safety-Service Director to apply for a supplementary loan from the Ohio Water Development Authority through the Ohio EPA; and declaring an emergency.

WHEREAS, the City of Massillon has previously obtained funding from the Ohio Water Development Authority through the Ohio EPA for the expansion and upgrading of the City's Wastewater Treatment Plant; and

WHEREAS, in order to resolve all claims and issues which have arisen with regard to the expansion and construction of the plant by Kokosing Construction Company, Inc., the general contractor, it is necessary and in the public interest to make such application; and

WHEREAS, in order to resolve all claims presented by Kokosing Construction Company, Inc. it is necessary to apply for a supplementary loan through the Ohio Water Development Authority,

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

Section 1:

The Council hereby authorizes the Safety-Service Director to apply in an amount not to exceed \$525,000.00, for a supplementary loan to the City's existing loan from the Ohio Water Development Authority made through Ohio EPA for expanding and upgrading the City's wastewater treatment plant, to settle all claims against the City by Kokosing Construction Company, Inc. arising out of Kokosing's contract to expand and upgrade the City's wastewater treatment plant.

Section 2:

That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the community and for the additional reason that immediate action is necessary in order to permit the loan application to be made immediately, as making the loan application is the first step in resolving any potential claims or litigation by Kokosing Construction Company, Inc. with regard to the expansion and upgrade of the Wastewater Treatment Plant; and provided this Resolution receives the affirmative vote that two-thirds of the members elected or appointed to Council, it shall take effect and be in force immediately upon this passage and approval by the Mayor; otherwise it shall take effect and be in force at earliest time allowed by law.

DATE: JUNE 2, 2008

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 11 - 2008

BY COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION commending Kim Eisenbrei for years of dedication and service as an employee for the City of Massillon, Ohio.

WHEREAS, on July 30, 1979 Kim was hired as Account Clerk I in the Income Tax Department, through the years Kim has held various positions while being in the Auditor's Office as well as the Income Tax Department for the City of Massillon, Ohio, and

WHEREAS, Kim Eisenbrei was dedicated to the duties she performed during her years of employment with the City of Massillon, and

WHEREAS, Kim has served in the city as Account Clerk I in income tax on July 30, 1979, Deputy Account Clerk II in the Auditor's Office on May 3, 1982, Deputy Auditor on January 12, 1985, Data Center Chief on March 8, 1985, Interim Auditor while still being Data Center Chief in February of 1986. Kim was Data Center Chief until June 5, 1989, Income Tax Auditor on February 6, 1995, Deputy Tax Administrator on July 31, 1995, Income Tax Administrator on January 2, 1996 through April 4, 1996 and Deputy Auditor from April 5, 1996 until present, and

WHEREAS, Kim Eisenbrei has made a lasting contribution to the city during her years of service and will be sorely missed by various city officials along with countless co-workers; and

WHEREAS, City Council desires to recognize and note upon its official records its appreciation and commendation to Mrs. Kim Eisenbrei for the excellent service she has rendered to the City of Massillon during her years of service.

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

Section 1:

On behalf of the City of Massillon this Council commends Kim Eisenbrei for the efficient, energetic and capable manner in which she performed her duties and for the lasting contribution she has made to the City during her years of service.

Section 2:

That this Resolution shall be immediately effective.