

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

AGENDA

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

THERE ARE THREE PUBLIC HEARINGS TONIGHT
RESOLUTION NO. 13 – 2008 AT 6:55P.M. FOR PROPOSED 2009 BUDGET
ORDINANCE NO. 79 – 2008 AT 7:00P.M. REZONING
ORDINANCE NO. 80 – 2008 AT 7:25P.M. REZONING

1. ROLL CALL
2. INVOCATION BY COUNCILMAN RON MANG
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. 93 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

Aug 4th

7:10 PUBLIC HEARING

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from B-1 Local Business to RM-1 Multiple Family Residential.

ORDINANCE NO. 94 – 2008

BY: POLICE AND FIRE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contracts with various political subdivisions of the Massillon Municipal Court District concerning the transportation of prisoners to and from the Stark County Jail to Massillon Municipal Court by the Massillon Police Department, and declaring an emergency.

ORDINANCE NO. 95 – 2008

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Director of Law of the City of Massillon, Ohio, to file a civil lawsuit against Rayco Manufacturing, Inc., for the recovery of an economic development grant given to the company, and declaring an emergency.

ORDINANCE NO. 96 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

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 2008 Street Resurfacing Project in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 97 – 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

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 2008 Target Neighborhood Street Resurfacing Project in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 98 – 2008

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Parking Enforcement Fund and the General Fund, for the year ending December 31, 2008, and declaring an emergency.

ORDINANCE NO. 99 – 2008

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE repealing Ordinance No. 134 – 2007, and declaring an emergency.

ORDINANCE NO. 100 – 2008

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Auditor of the City of Massillon, Ohio, commencing January 1, 2009, to deposit revenue from the Inheritance Tax to the Capital Improvement Fund in a special account, and declaring an emergency.

RESOLUTION NO. 13 - 2008

BY: FINANCE COMMITTEE

PASS 9-0

A RESOLUTION for the proposed budget for the fiscal year 2009.

RESOLUTION NO. 14 - 2008

BY: COMMITTEE OF THE WHOLE

1ST READING

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 JUNE 2008

B). AUDITOR SUBMITS MONTHLY REPORT FOR JUNE 2008

C). MAYOR'S APPOINTMENT OF MARCUS SIMPSON TO CIVIL SERVICE COMMISSION.

11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER
13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 79 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0

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

PASS 9-0

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.

15. SECOND READING ORDINANCES AND RESOLUTIONS

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

ORDINANCE NO. 93 - 2008

1st reading
LEGISLATIVE DEPARTMENT

2nd reading
passed 8/4

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from B-1 Local Business to RM-1 Multiple Family Residential.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from B-1 Local Business to RM-1 Multiple Family Residential. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on June 11, 2008 and that notice and public hearing has been given according to law.

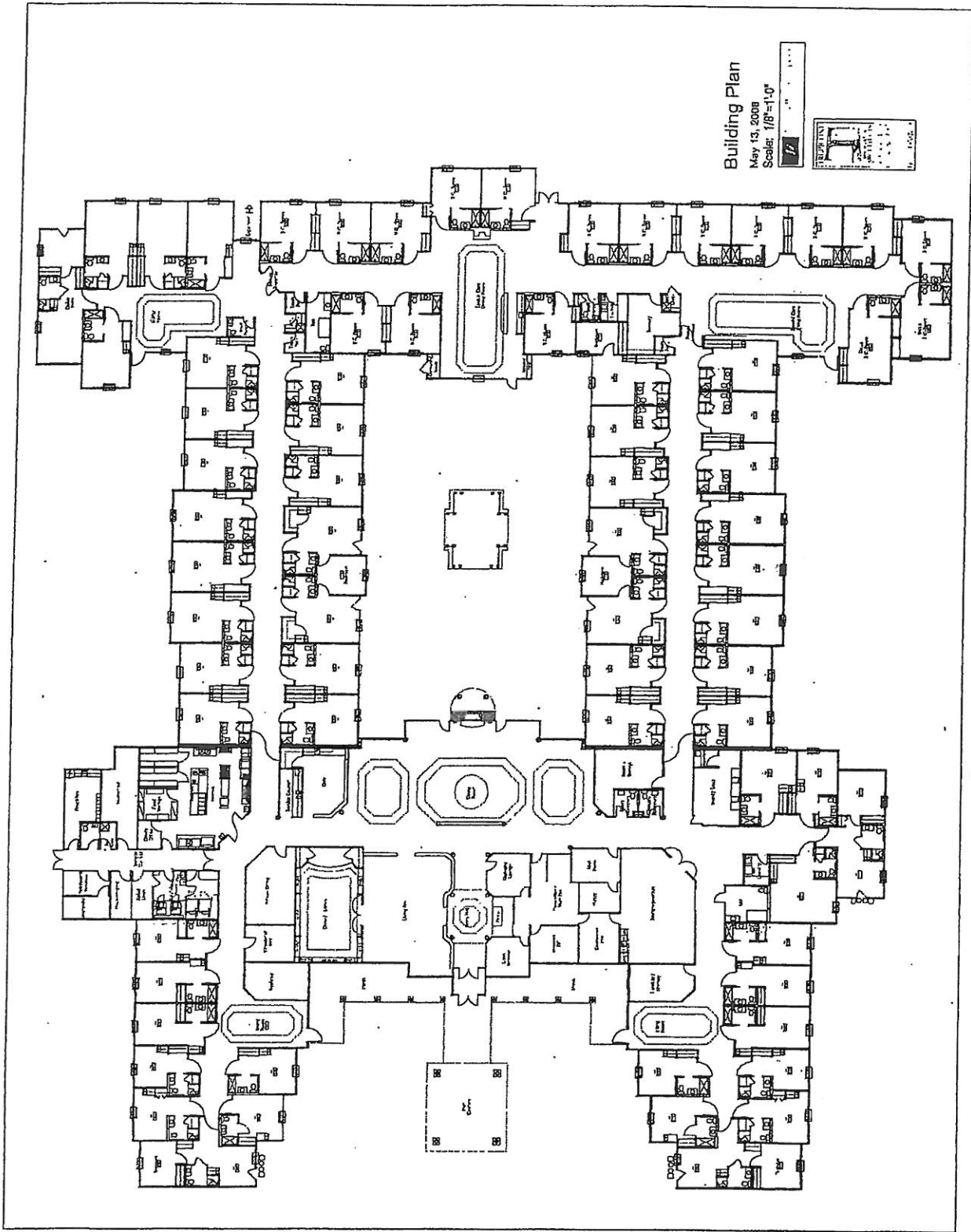
Section 2:

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 RM-1 Multiple Family Residential.

Being known as Out Lot 900, an 8.55 acre parcel located on the northwest corner of Richville Drive SE and Ohio State Drive SE in University Village. The purpose for the rezoning is to construct an assisted living residence for seniors. The applicant is PRMDC Ltd., Fred Tobin.

Section 3:

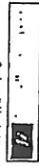
This ordinance shall take effect and be in force from and after the earliest period allowed by law.

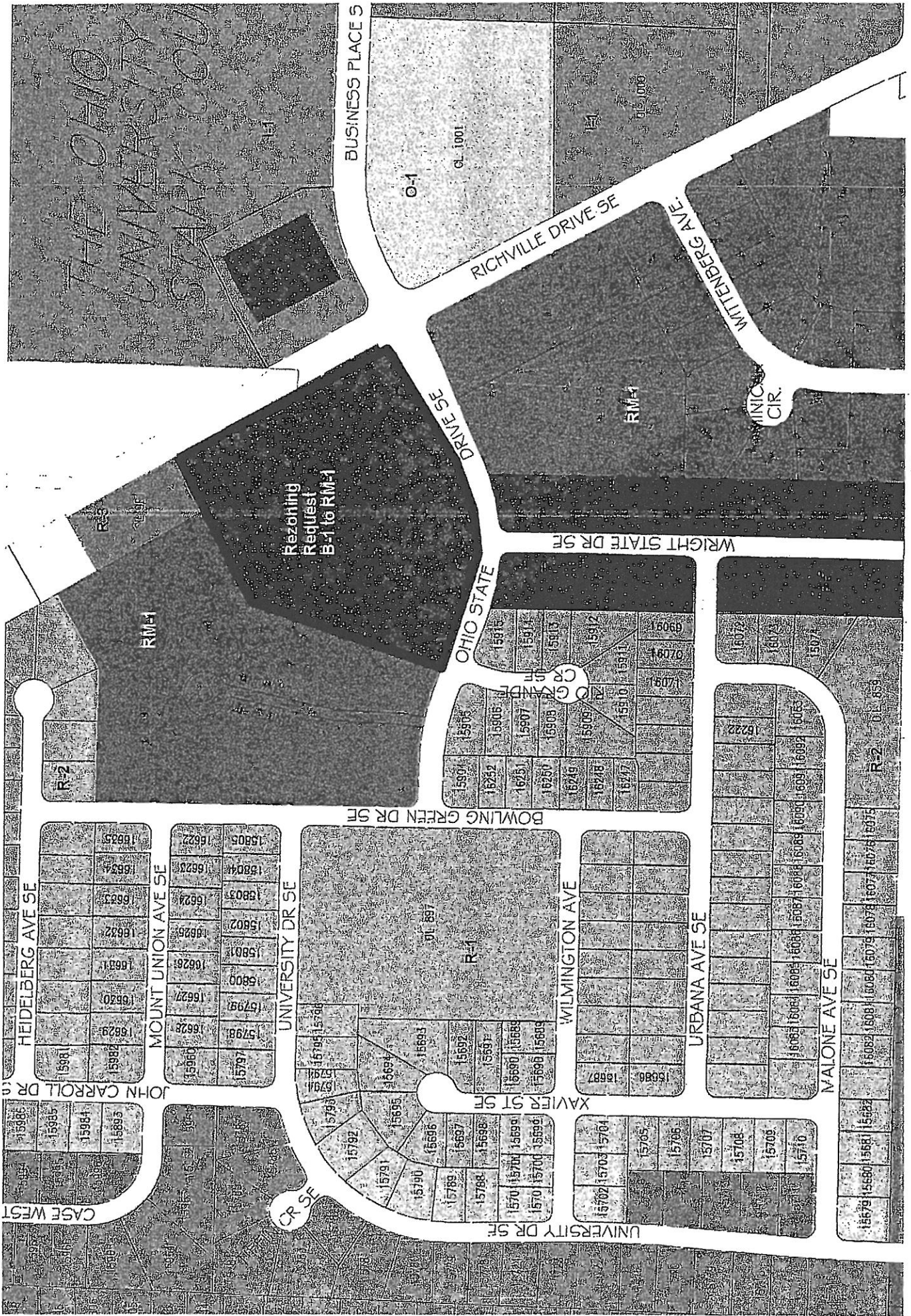


Building Plan

May 13, 2008

Scale: 1/8"=1'-0"





THE OHIO
UNIVERSITY
CAMPUS

Rezoning
Request
B-1 to RM-1

BUSINESS PLACES

O-1

CL 1001

RICHVILLE DRIVE SE

WITTENBERG AVE

WINNIE CIR.

RM-1

WRIGHT STATE DR SE

OHIO STATE DRIVE SE

CR SE

BOWLING GREEN DR SE

HEIDELBERG AVE SE

MOUNT UNION AVE SE

UNIVERSITY DR SE

WILMINGTON AVE

URBANA AVE SE

MALONE AVE SE

CASE WEST

CR SE

XAVIER ST SE

UNIVERSITY DR SE

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DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 94 - 2008

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contracts with various political subdivisions of the Massillon Municipal Court District concerning the transportation of prisoners to and from the Stark County Jail to Massillon Municipal Court by the Massillon Police Department, and declaring an emergency.

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

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into contracts with various political subdivisions concerning payment for the costs of the transportation of prisoners by the Massillon Police Department, the same to be effective January 1, 2008.

Section 2:

Copies of the contracts are attached hereto and made part of this ordinance.

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 for the efficient operation of the Massillon Police Department, the transportation of the prisoners to the Stark County Jail, and allocation of the costs of the same. In addition, it is necessary for this contract to be effective immediately so that the new fees can be collected. 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.

MASSILLON CITY AND JACKSON TOWNSHIP
TRANSPORTATION AGREEMENT

RECEIVED
MAY 27 2008
M.J.L.

This Agreement entered into this ____ day of _____, 2008, by and between the Board of Trustees of Jackson Township, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Jackson Twp.	6012.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Jackson Twp.	39035.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

MASSILLON CITY AND PERRY TOWNSHIP TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Board of Trustees of Perry Township, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Perry Twp.	4245.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Perry Twp.	27565.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Perry Township. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND LAWRENCE TOWNSHIP TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Board of Trustees of Lawrence Township, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Lawrence Twp.	541.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Lawrence Twp.	3515.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Lawrence Township. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND VILLAGE OF BEACH CITY TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Village of Beach City, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS; Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Beach City	48.50
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Beach City	314.50
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Beach City. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND VILLAGE OF BREWSTER TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Village of Brewster, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Brewster	171.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Brewster	1110.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Brewster. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND CITY OF CANAL FULTON TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the City of Canal Fulton, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Canal Fulton	798.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Canal Fulton	5180.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death, of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND VILLAGE OF HILLS & DALES TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Village of Hills & Dales, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and,

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Hills & Dales	20.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Hills & Dales	129.50
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Hills & Dales. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND VILLAGE OF NAVARRE TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Village of Navarre, Stark County, Ohio, a political subdivision, hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Navarre	228.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Navarre	1480.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Navarre. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

MASSILLON CITY AND VILLAGE OF WILMOT TRANSPORTATION AGREEMENT

This Agreement entered into this ____ day of _____, 2008, by and between the Village of Wilmot, Stark County, Ohio, a political subdivision; hereafter "Agency", and the City of Massillon, Ohio, a municipal corporation, hereafter "Massillon".

WHEREAS Massillon will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances; and

WHEREAS, Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court; and

WHEREAS, Massillon and Agency wish to set forth the terms of their agreement with regard to the fees to be paid by Agency to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

THEREFORE, it is agreed by and between Massillon and Agency as follows:

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of November 1st, 2007, through December 31st, 2007, the amount set forth opposite Agency's name below.

Wilmot	11.00
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- B. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2008, through December 31st, 2008, the amount set forth opposite Agency's name below.

Wilmot	74.00
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The annual amounts owed by Agency for the 2008 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2008, and remain in effect until December 31, 2008, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

This Agreement constitutes the entire agreement between Massillon and Wilmot. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 95 - 2008

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Law of the City of Massillon, Ohio, to file a civil lawsuit against Rayco Manufacturing, Inc., for the recovery of an economic development grant given to the company, 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 file a civil lawsuit against Rayco Manufacturing, Inc., for the recovery of an economic development grant that was given to the company to assist the company in locating inside the corporate limits of the City of Massillon.

Section 2:

The Director of Law of the City of Massillon, Ohio, is hereby authorized and directed to file a civil lawsuit against Rayco Manufacturing, Inc., for the recovery of an economic development grant that was given to the company to assist the company in locating inside the corporate limits of the City of Massillon. Any and all recovery of said grant money will be returned to the Economic Development Fund 1237.

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 lawsuit be filed so any funds recovered are returned to the Economic Development Fund 1237. Rayco Manufacturing, Inc., ceased all operations within the city in April 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.

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 96 - 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2008 Street Resurfacing Project 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 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 2008 Street Resurfacing Project 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 prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2008 Street Resurfacing Project in the City of Massillon.

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 bids be received so that work may be completed on the 2008 Street Resurfacing Project, 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: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 97 - 2008

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2008 Target Neighborhood Street Resurfacing Project 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 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 2008 Target Neighborhood Street Resurfacing Project 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 prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2008 Target Neighborhood Street Resurfacing Project in the City of Massillon.

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 bids be received so that work may be completed on the 2008 Target Neighborhood Street Resurfacing Project, 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.

2008 TARGET STREET RESURFACING PROGRAM

WARD	STREET NAME	FROM	TO
3	Stadium Road SE	Oak Avenue SE	19 th Street SE
3	Wilson Avenue SE	25 th Street SE	26 th Street SE
3	Connecticut Avenue SE	25 th Street SE	26 th Street SE
3	Rhode Island Avenue SE	25 th Street SE	26 th Street SE
4	Forest Avenue SE	16 th Street SE	Just East of Candell Street SE
4	Bluff Avenue SE	Tremont Avenue SE	11 th Street SE
4	12 th Street SE	Forest Avenue SE	South to End

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 98 – 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, Parking Enforcement Fund and the General 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 Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$47,218.15 to an account entitled "Siren System" 1401.325.2512

Section 2:

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

\$5,000.00 to an account entitled "Services/Contracts" 1208.445.2392

Section 3:

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

\$2,000.00 to an account entitled "Regional Planning" 1100.905.2392

Section 4:

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

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 99 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 134 - 2007, and declaring an emergency.

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

Section 1:

Ordinance No. 134 - 2007 be and is hereby repealed.

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 that these funds are necessary to meet expenses that will be incurred through the end of the year 2008.

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

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 100 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Auditor of the City of Massillon, Ohio, commencing January 1, 2009, to deposit revenue from the Inheritance Tax to the Capital Improvement Fund in a special account, and declaring an emergency.

Section 1:

It is hereby determined that it is necessary for the Auditor of the City of Massillon, Ohio, commencing January 1, 2009, to deposit the revenue from the Inheritance Tax to the Capital Improvement Fund to be held in a special account these funds will not be included in the Capital Improvement Budget. These funds are presently being deposited into the General Fund and becoming part of the operating budget.

Section 2:

That 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 further reason that said funds are necessary to put into a special account for the Capital Improvement Fund. 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

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

DATE: JULY 7, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 13 - 2008

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION for the proposed budget for the fiscal year 2009.

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

Section 1:

(SEE ATTACHED PROPOSED BUDGET)

PASSED THIS _____ DAY OF _____, 2008

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR