

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

AGENDA

DATE: MONDAY, OCTOBER 20, 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

ORDINANCE NO. 124 – 2008 **BY: POLICE AND FIRE COMMITTEE**

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Mutual Aid Agreements between the City of Massillon safety forces and other political subdivisions safety forces of Stark County, and declaring an emergency.

ORDINANCE NO. 125 – 2008 **BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY**

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, for the potential purchase of one street roller for the City of Massillon Street Department, and declaring an emergency.

ORDINANCE NO. 126 - 2008 **BY: FINANCE COMMITTEE**

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

ORDINANCE NO. 127 - 2008 **BY: FINANCE COMMITTEE**

AN ORDINANCE establishing a fund entitled "Indigent Driver Interlock & Alcohol Monitoring Fund, within said fund, and declaring an emergency.

ORDINANCE NO. 128 - 2008 **BY: FINANCE COMMITTEE**

AN ORDINANCE making certain transfers in the 2008 appropriations from within the General Fund, for the year ending December 31, 2008, and declaring an emergency.

RESOLUTION NO. 23 – 2008

BY: FINANCE COMMITTEE

A RESOLUTION accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

RESOLUTION NO. 24 – 2008

BY: COMMITTEE OF THE WHOLE

A RESOLUTION supporting Issue #64, which is a renewal levy for the Massillon City School District.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS
9. BILLS, ACCOUNTS AND CLAIMS
10. REPORTS FROM CITY OFFICIALS
 - A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
 - B). TREASURER SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
 - C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
 - D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
 - E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
 - F). MAYOR SUBMITS MONTHLY REPORT FOR SEPTEMBER 2008
11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
13. CALL OF THE CALENDAR
14. THIRD READING ORDINANCES AND RESOLUTIONS
15. SECOND READING ORDINANCES AND RESOLUTIONS

RESOLUTION NO. 21 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

A RESOLUTION reversing the decision of the Massillon Zoning Board of Appeals made on September 11, 2008 wherein the Zoning Board of Appeals denied a variance from the Massillon Zoning Code for proposed construction of two 30' X 84' warehouses at 35 Warwick Avenue NW. Known as Lot No. 17265 in the City of Massillon, Ohio, 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: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 124 - 2008

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio to enter into a Mutual Aid Agreements between the City of Massillon safety forces and other political subdivisions safety forces of Stark County, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public safety and interest to enter into a Mutual Aid Agreements between the safety forces of the City of Massillon and the safety forces of Jackson Township, Perry Township, Park District of Stark County, Village of Navarre, Village of Brewster and Lawrence Township.

Section 2:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into Mutual Aid Agreements between the City of Massillon safety forces and the above referenced political subdivisions safety forces. Said agreements are attached hereto.

(SEE ATTACHMENT)
EXHIBIT A

Section 3:

This Mutual Aid Agreement shall be in effect for a period of three (3) years from the date of the agreement.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into a Mutual Aid Agreements between the City of Massillon safety forces and other political subdivision. 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.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE TOWNSHIP OF JACKSON, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, Ohio Revised Code Section 505.50 authorizes the board of trustees of a township police district to enter into a contract with a municipal corporation, upon such terms as are mutually agreed upon, for the provision of additional police protection services for the township police district either on a regular basis or for additional protection in times of emergency.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

- (1) In the event of an emergency, or the need for additional police protection, and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- (3) When an officer calls for assistance, he shall state the specific emergency or need and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- (4) When invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obliges for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE TOWNSHIP OF PERRY, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, Ohio Revised Code Section 505.50 authorizes the board of trustees of a township police district to enter into a contract with a municipal corporation, upon such terms as are mutually agreed upon, for the provision of additional police protection services for the township police district either on a regular basis or for additional protection in times of emergency.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows;

- (1) In the event of an emergency, or the need for additional police protection, and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- 3) When an officer calls for assistance, he shall state the specific emergency or need and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- 4) When Invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obliges for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE PARK DISTRICT OF STARK COUNTY, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, Ohio Revised Code Section 1545.131 authorizes the board of park commissioners of a park district to enter into a contract with a municipal corporation, upon such terms as are mutually agreed upon, for the provision of additional police protection services for the park district either on a regular basis or for additional protection in times of emergency.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows;

- (1) In the event of an emergency and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- 3) When an officer calls for assistance, he shall state the specific emergency and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- 4) When Invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obliges for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE VILLAGE OF NAVARRE, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows;

- (1) In the event of an emergency and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- 3) When an officer calls for assistance, he shall state the specific emergency and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- 4) When Invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obligees for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE VILLAGE OF BREWSTER, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows:

- (1) In the event of an emergency and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- 3) When an officer calls for assistance, he shall state the specific emergency and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- 4) When Invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obligees for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

MUTUAL AID AGREEMENT BETWEEN
THE CITY OF MASSILLON, OHIO
AND
THE TOWNSHIP OF LAWRENCE, OHIO

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of a municipal corporation, in order to obtain additional police protection, to enter into contracts upon such terms as may be agreed upon with other political subdivisions for the services of their police departments or the use of their police equipment or for the interchange of said services or equipment within the territories of the contracting subdivisions.

WHEREAS, Ohio Revised Code Section 505.50 authorizes the board of trustees of a township police district to enter into a contract with a municipal corporation, upon such terms as are mutually agreed upon, for the provision of additional police protection services for the township police district either on a regular basis or for additional protection in times of emergency.

WHEREAS, it is the desire of the parties herein to provide for mutual assistance in the use of police personnel and equipment in case of emergency within the various territories, without respect to the particular territory in which the same may be used.

NOW, THEREFORE, BE IT AGREED among the parties hereto as follows;

- (1) In the event of an emergency and upon the request of another police department by the highest ranking officer of that department on duty at the time of the emergency, each political subdivision which is a party to this agreement will furnish police manpower and equipment if the highest ranking officer on duty, of the requested police department, is of the opinion that such police manpower and equipment is available. Such police manpower and equipment may be recalled at the sole discretion of the highest ranking officer on duty of the police department furnishing such police manpower and equipment
- (2) Notwithstanding the provisions of Paragraph #1 above, any police officer of a political subdivision, which is a party of this agreement who sees a felony being committed within the territory of another political subdivision which is a party to this agreement, or who sees a police officer of another political subdivision, which is a party to this agreement who is in distress, shall have the authority to apprehend or attempt to apprehend the person or persons committing said felony and shall have the authority to go to the assistance of such other police officer in distress, as long as he shall use sound discretion and reasonable judgment
- (3) When an officer calls for assistance, he shall state the specific emergency and an estimate of the personnel and equipment needed, along with directions as to the location where such assistance is needed and shall, where possible, dispatch someone to a specific meeting place to escort responding personnel to their destination.
- (4) When Invoking any provision of this agreement, the senior officer who is present and in charge of the department of the calling party shall have full charge and authority over personnel and equipment at the responding party.
- (5) The responding party shall not be responsible or liable in damages to the other party hereto, or any of its inhabitants or contractual obliges for failure to respond to any request for assistance, for lack of speed, for any inadequacy of equipment for operation of equipment or for any other cause whatsoever arising from services required or rendered under this agreement This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

DATE: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Assessed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 125 - 2008

BY: STREETS, HIGHWAYS TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, for the potential purchase of one street roller for the City of Massillon Street Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids, for the potential purchase of one street roller for the City of Massillon Street Department.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and to receive sealed bids according to law, for the potential purchase of one street roller for the City of Massillon Street Department.

Section 3:

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

DATE: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 126- 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, Economic Development 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 Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2008, the following:

\$120,000.00 to an account entitled "Supplies/Materials" 1406.610.2410

\$ 25,000.00 to an account entitled "Services/Contracts" 1406.610.2392

\$ 21,975.00 to an account entitled "Services/Contracts" 1406.610.2392

Section 2:

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

\$4,146.75 to an account entitled "Services/Contracts" 1237.845.2392

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:

\$500.00 to an account entitled "Supplies/Materials" 1100.325.2410

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: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 127 - 2008

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing a fund entitled "Indigent Driver Interlock & Alcohol Monitoring Fund" within said fund, 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 is hereby established within the City of Massillon, Ohio, a fund entitled "Indigent Driver Interlock & Alcohol Monitoring Fund", and creating line items within said fund.

Section 2:

The City Auditor is hereby authorized and directed to draw her warrants and make payments on vouchers duly approved by the proper departmental authority.

Section 3:

That this Ordinance is declared to be an emergency measure immediately necessary in order to keep the OVI fine dollars in one specific fund as recommended by the State Auditor for accounting procedures within the Auditor's Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

DATE: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

ORDINANCE NO. 128 - 2008

passed
LEGISLATIVE DEPARTMENT

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2008 appropriations from within 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 transferred from the 2008 appropriation from within the General Fund, for the year ending December 31, 2008, the following:

FROM:	Supplies/Materials	1100.725.2410	\$5,000.00
TO	Arbitrator Fees	1100.905.239A	\$5,000.00

Section 2

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the preservation of the public health, safety and welfare of the community and for the additional reason that the funds are required in the specific accounts to pay city obligations by the end of 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: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 23 - 2008

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

(SEE ATTACHED PAGES)

PASSED THIS _____ DAY OF _____, 2008

APPROVED _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

KIM R PEREZ
STARK COUNTY AUDITOR

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR

Revised Code, Secs. 5705.34-5705.35

~~The (Council of the) MASSILLON CITY,~~
Of Stark County, Ohio, met in _____ Session on the _____ day of _____
at the office of _____ with the following members present:

Mr./Ms. _____ moved the adoption of the following Resolution:

WHEREAS, This council in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2009; and

WHEREAS, The Budget Commission of Stark County, Ohio, has certified its action thereon to this council
together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this (Council/Board),
and what part thereof is without, and what part within the ten mill limitation; there be it

RESOLVED, by the (Council) of _____ City/Village, Stark County, Ohio that the
amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted:
and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said (Village/City) the rate of each
tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED
BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

	Amount to be derived from Levies outside 10 mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside	Outside
General Fund		42,402	1.60 (TLSD)	
		1,268,288	3.10 (MCSD)	
		90,132	1.00 (PLSD)	
		5,655	1.40 (JLSD)	
		1,688	2.60 (FLSD)	
Firemen Pension		159,132	0.30	
Police Pension		159,132	0.30	
Museum	530,440			1.00
Total	530,440	1,726,409	10.30	1.00

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND

Maximum Rate
Authorized
to be Levied

County Auditor's
Estimate of Yield
of Levy

GENERAL FUND:

Current expense levy authorized by voters on
for not to exceed Continued years.

Emergency Current expense levy authorized by voters on
for not to exceed 5 years.

Emergency Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed 5 years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed years.

Museum Levy authorized by voters on 3/4/08
for not to exceed 5 years.

1.00

530,440

Fund: Levy authorized by voters on
for not to exceed years.

Fund: Levy authorized by voters on
for not to exceed years.

Fund: Levy authorized by voters on
for not to exceed years.

Fund: Levy authorized by voters on
for not to exceed years.

And be it further

Resolved, That the clerk of this Board be and he is hereby directed to certify a copy of this resolution to the County Auditor of said County.

Mr./Ms. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr/Ms. _____

Mr/Ms. _____

Mr/Ms. _____

Mr/Ms. _____

Mr/Ms. _____

Mr/Ms. _____

Adopted the _____ day of _____, 20_____.

Clerk

City/Village

County, Ohio.

CERTIFICATE TO COPY
ORIGINAL ON FILE

The State of Ohio, Stark County, Ss.

I, _____ Clerk City/Village of _____

Within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the Original

now on file, that the foregoing has been compared by me with said original document, and that the same is true and correct copy thereof.

Witness my signature, this _____ day of _____,

Clerk

No. _____

City/Village _____, Stark County Ohio.

Resolution

Accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Adopted _____

Clerk

Filed _____

County Auditor

By _____
Deputy Auditor

DATE: OCTOBER 20, 2008

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 24 - 2008

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION supporting Issue 64, which is a renewal levy for the Massillon City School District.

WHEREAS, Massillon City Council supports a strong school system because good schools make a good community, and

WHEREAS, the Massillon City School District relies in part on local property tax levies, and

WHEREAS, the Massillon City Schools millage has been reduced from 7.9 to 7.0 since passed in 1999, and

WHEREAS, with the reduction in millage the renewal levy an individual will likely pay less in taxes, and

WHEREAS, the administrative cuts due to the reorganization plan has cut \$1.5 million from the budget, and

WHEREAS, Massillon has more full-time classroom teachers than average of state and similar districts, and

Now, therefore be it resolved the Massillon City Council supports and encourages the citizens of the Massillon City School District to vote YES on issue #64, a renewal levy for Massillon City Schools.

PASSED THIS _____ DAY OF _____ 2008

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

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