

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

AGENDA

DATE: TUESDAY, JANUARY 20, 2009
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN TONY TOWNSEND
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

X ORDINANCE NO. 3 – 2009 BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 4 – 2009 BY: ENVIRONMENTAL COMMITTEE

PASS 9-0

AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 5 – 2009 BY: ENVIRONMENTAL COMMITTEE

PASS 9-0

AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 6 – 2009 BY: HEALTH, WELFARE & BLDG REGULATIONS

PASS 9-0

AN ORDINANCE amending CHAPTER 311 "STREET OBSTRUCTIONS AND SPECIAL USES" of the Codified Ordinances of the City of Massillon, by repealing existing paragraph (a) of Section 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" and enacting a new paragraph (a) of Section 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" of CHAPTER 311, and declaring an emergency.

ORDINANCE NO. 7 – 2009

BY: PARKS AND RECREATION COMMITTEE

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 rental of 114 golf carts for The Legends of Massillon, and declaring an emergency.

ORDINANCE NO. 8 – 2009

BY: RULES, COURTS & CIVIL SERVICE

Pass 9-0
AN ORDINANCE authorizing the Director of Law of the City of Massillon, Ohio, to renew a one year contract with the Stark County Public Defender's Office, for the purpose of providing representation for indigent defendants, and declaring an emergency.

ORDINANCE NO. 9 – 2009

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 submit an application for 2009 Municipal Road Funds for the Wales Rd (SR 241) Resurfacing and 32nd Street Bridge Replacement, and declaring an emergency.

ORDINANCE NO. 10 – 2009

BY: FINANCE COMMITTEE

Pass 9-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the Museum Fund, WWTP Upgrade Fund and the CDBG Program Fund, for the year ending December 31, 2009, and declaring an emergency.

ORDINANCE NO. 11 – 2009

BY: FINANCE COMMITTEE

Pass 9-0
AN ORDINANCE reducing the appropriation in the Parks & Rec. Capital Fund, for the year ending December 31, 2009, and declaring an emergency.

ORDINANCE NO. 12 – 2009

BY: FINANCE COMMITTEE

Pass 9-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the FEMA AFG Grant for the hazardous materials technician training for the Massillon Fire Department, and declaring an emergency.

ORDINANCE NO. 13 – 2009

BY: FINANCE COMMITTEE

Pass 9-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the FEMA AFG Grant for the regional swift water rescue training for the Massillon Fire Department, and declaring an emergency.

RESOLUTION NO. 1 – 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 9-0
A RESOLUTION urging the Planning Commission to consider rezoning the Columbia Heights neighborhood.

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 DECEMBER 2008
- B). TREASURER SUBMITS MONTHLY REPORT FOR DECEMBER 2008
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR DECEMBER 2008
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2008
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR DECEMBER 2008
- F). MAYOR'S BOARD OF COMMISSIONS *TABLED TO NEXT MTG.*
- G). MAYOR'S APPOINTMENT OF TIM BRYAN TO THE AFFINITY MEDICAL CENTER BOARD *Pass 9-0*
- H). MAYOR'S MONTHLY REPORT FOR DECEMBER 2008

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

TABLED FROM JANUARY 5, 2009

ORDINANCE NO. 147 – 2008

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 9-0
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from RM-1 Multiple Family Residential to P-1 Vehicular Parking.

14. THIRD READING ORDINANCES AND RESOLUTIONS
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: January 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 3 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon. The contract for services shall not exceed Fifteen Thousand Dollars (\$15,000.00).

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio.

Section 3:

Upon delivery of the aforesaid agreement, the Mayor is hereby authorized to issue vouchers to the Auditor of the City of Massillon, Ohio, directing prompt payment for said agreement and the City Auditor is authorized and directed to honor and pay said vouchers.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is needed to assist the City of Massillon in its Housing Rehabilitation Program. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Distribution:

Regional Planning
Commission
City of Massillon

AGREEMENT
WITH CITY OF MASSILLON

SUBJECT: PROFESSIONAL SERVICES - HOUSING REHABILITATION

This Agreement, entered into this day, by and between the Stark County Regional Planning Commission, hereinafter referred to as the "Planning Commission" and duly authorized through a Resolution of the Planning Commission adopted on December 9, 2008, and the City of Massillon, Ohio, hereinafter referred to as the "City," and duly authorized through an ordinance adopted on _____,

WHEREAS, the City of Massillon is desirous of obtaining certain professional administrative services for the purpose of assisting in various activities and duties in conjunction with the provision of professional housing rehabilitation services by the Planning Commission to the City of Massillon; and

WHEREAS, the County has entered into a contract with the Planning Commission to administer the Community Development Block Grant and HOME programs of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Planning Commission employs a staff specifically trained to administer HUD programs; and

WHEREAS, the City is willing to enter into an agreement with the Planning Commission to administer certain professional services for the City's Owner-Occupied Housing Rehabilitation, Rental Rehabilitation and Homebuyer programs; and

WHEREAS, the Planning Commission is willing and desirous of entering into an agreement to provide these services; and

WHEREAS, the Planning Commission does and hereby agrees to enter into such an agreement with the City of Massillon to perform the work and administrative procedures as described in the Scope of Services.

NOW, THEREFORE, in consideration of the provisions hereinabove and hereinafter contained it is mutually agreed as follows:

SECTION 1. Scope of Services

The Planning Commission shall be responsible for providing professional housing rehabilitation support services to the City of Massillon for its Owner-Occupied Housing Rehabilitation, Rental Rehabilitation and Homebuyer programs. Said services of the Planning Commission shall include the following:

- A) Conduct the initial inspection;
- B) Prepare work write-up and cost estimate;
- C) Conduct inspections for progress payments; and
- D) Conduct final inspection for final payment.

The services of the Planning Commission shall be performed in cooperation with the City's housing rehabilitation staff.

SECTION 2. Term

The City hereby contracts for the services of the Planning Commission to commence on January 1, 2009 and shall continue until terminating on December 31, 2009.

SECTION 3. Compensation

The City agrees to pay the Planning Commission a total of \$15,000 per year to be billed monthly by the Planning Commission at a rate of \$1,250.00 per month. In addition, the City agrees to pay the direct costs associated with the lead inspections and clearance testing.

The total amount of compensation to be paid to the Planning Commission as reimbursement shall not exceed \$15,000 (fifteen thousand dollars), plus the costs of the lead inspection and clearance testing.

The Planning Commission and/or the City may amend the total amount of compensation with prior approval of the other party of this Agreement. A request to amend the total compensation must be made in writing.

SECTION 4. Termination

The City and/or the Planning Commission may either jointly or individually terminate this Agreement at any time by providing at least sixty (60) days notice in writing.

SECTION 5. Compliance with Laws and Regulations

In the performance of service under this Agreement, the Planning Commission shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, and Stark County, which are applicable to the performance of the services under this Agreement.

SECTION 6. Reports, Information, and Audits

The Planning Commission, at such times, and in such form as HUD and/or the City may require, shall furnish HUD and/or the City such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. All financial and administrative records shall be retained by the City, and the Planning Commission, and HUD, or any of their authorized representatives or auditors shall be provided access to such records.

SECTION 7. Non-Discrimination

The Planning Commission will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, ancestry, or national origin.

SECTION 8. Approval of Incurred Costs

Any activity, expenditure and/or costs incurred by the Planning Commission in conjunction with this Agreement, and the service to be provided by this Agreement, are hereby ratified by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this date.

WITNESSED BY:

Patricia J. Charlton
Kevin Jane Butters

WITNESSED BY:

Approved as to Form and Legal
Sufficiency:

David A. Thorley
David A. Thorley
Attorney at Law

J/cd/massrehab

STARK COUNTY REGIONAL
PLANNING COMMISSION

BY: Pamela S. Bossart
Pamela S. Bossart, President

BY: Vincent A. Marion
Vincent A. Marion, Secretary

CITY OF MASSILLON

BY: Francis H. Cicchinelli, Jr.
Francis H. Cicchinelli, Jr., Mayor

Approved as to Form and Legal
Sufficiency:

City Law Director

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 4 - 2009

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

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

Section 1:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant will be awarded at the minimum rate of Fifteen Dollars (\$15.00) per ton of composting materials plus incentives.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community; and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the composting program. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2009 COMPOSTING MAKES SENSE GRANT

AGREEMENT BETWEEN City of Massillon AND THE STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

THIS AGREEMENT is made and entered into this 1st day of January, 2009 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

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

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

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded at the minimum amount of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan to provide funding for portions of the Program, and that fees levied and appropriated by the Board for the purpose of funding composting programs (Composting Makes Sense), in connection with implementation of the District's Solid Waste Management Plan as implemented on December 21, 2006; and

WHEREAS, the Board has authorized its Chairperson to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2009 Grant at the minimum amount of

\$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan for the Grant Purposes as stated in the subject application attached as Exhibit D, payable as follows:

(i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2009, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.

(ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2009, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan

(iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2009, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.

(iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2009, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.

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

(a) Yard waste programs that provide at least monthly collection, nine months out of the year (excluding December, January and February) will receive an additional \$5.00 per ton for each ton of yard waste diverted.

(b) Programs that provide educational information to their constituents on backyard composting and mulching of grass will receive an additional \$5.00 per ton.

(c) These incentives are cumulative to a maximum of \$25.00 per ton.

(d) Composting Makes Sense grant monies.

(e) Composting Makes Sense grant recipients may only use grant money to support yard waste management programs. Earned money may be to offset costs for other

expenditures relative to the recipients composting programs including equipment purchases, costs for transporting materials to composting facilities, etc.

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2009 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2009 of the Grant Purposes as stated in the subject application attached as Exhibit D, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2009 Grant funding from the District shall also be subject to the provisions of Section 3.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2009, for the performance in 2009 of Grant Purposes as stated in the subject application attached as Exhibit D, shall be repaid to the District not later than March 1, 2010. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports; Program Accountability

2.01 Grantee shall prepare and submit progress reports in the form attached here to as Exhibit A (Quarterly Income and Expense Report) and Exhibit B (Quarterly Weight Report), on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer. Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved. Reports are due to the District 30 days from the close of the quarter. Payment to the Grantee shall be made within 45 days of receipt of the quarterly report.

Reports due on April 30, 2009 (for reporting period January 1 – March 31, 2009).

Reports due on July 31, 2009 (for reporting period April 1 – June 30, 2009).

Reports due on October 31, 2009 (for reporting period July 1 – September 30, 2009);

Reports due on January 31, 2010 (for reporting period October 1 – December 31, 2009).

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

Section 3. Grant Funded Vehicles and Equipment

3.01 Grantee shall maintain all vehicles and/or equipment at its expense and shall be responsible for the expenses of insuring, registering, fueling, repairing and storing such vehicles and/or equipment.

3.02 Grantee is not entitled to sell or trade said vehicle and/or equipment without the express written consent of the District for a period of 7 (seven) years from the date of purchase.

3.03 Grantee shall maintain complete maintenance and repair records on said vehicles and/or equipment for a period of 10 (ten) years and they shall be available for inspection by the District upon request.

Section 4. Compliance with Federal Law; State Law; and Districts' Solid Waste Management Plan

The Grantee agrees to comply with all applicable federal, State and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. No employee/employer relationship exists between the District and the Grantee. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same. The Grantee will comply with all applicable provisions of the Districts' Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the Grant Administrator, Treasurer, Director, or Assistant Director in implementing same.

Section 5. Deposit of Moneys and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

- (i) any monies disbursed to it under this Agreement,
- (ii) the purpose for which any such moneys are expended, and
- (iii) the balance of any such moneys that remain unexpended (those unexpended moneys, for the purpose of this Agreement, being deemed to constitute and hereinafter referred to as the "Solid Waste Assistance Account").

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 4 shall survive the termination of this Agreement.

Section 6. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, any committee or subcommittee

of the Board of Directors, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise; or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same.

Section 7. Termination; Repayment to the District

7.01 Either the District or the Grantee may terminate this Agreement at its option and discretion, with or without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

7.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2009 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 7, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations. The provisions of this Section 7 shall survive the termination of this Agreement.

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

Section 8. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee:

City of Massillon - Waste Dept.
One James Duncan Plaza
Massillon, OH 44646
Attn: Linda McGill

If to the District: Stark-Tuscarawas-Wayne Joint Solid
Waste Management District
9918 Wilkshire Boulevard NE
Bolivar, Ohio 44612
Attention: Treasurer

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 9. Source of Financial Assistance; Extent of Covenants: No Personal Liability

9.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

9.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 10. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 11. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 13. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 14. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 15. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

GRANTEE: City of Massillon

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT
DISTRICT

Dated: _____

Chairperson, Board of Directors

CERTIFICATE

As the Fiscal Officer of the City of Massillon, Ohio, I certify that the money required to meet the obligations of the city during the year 2009 under the Grant Agreement has been lawfully appropriated by city for those purposes and is in the treasury of the city or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Date: _____

Grantee
Fiscal Officer

The form and substance of the foregoing Agreement is hereby approved.

Date: _____

Grantee
Legal Counsel

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2009 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 5 – 2009

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District; and declaring an emergency.

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

Section 1:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 2:

A copy of the grant agreement is attached hereto as exhibit "A".

Section 3:

The grant will be awarded at the minimum amount of Twenty-Five Dollars (\$25.00) per ton of recyclable materials plus incentives.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program for 2009. 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.

2009 RECYCLING MAKES SENSE GRANT

AGREEMENT BETWEEN City of Massillon AND THE STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

THIS AGREEMENT is made and entered into this 1st day of January, 2009 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

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

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

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (see section v below) to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs (Recycling Makes Sense) in connection with implementation of the District's Solid Waste Management Plan, as implemented on December 21, 2006; and

WHEREAS, the Board has authorized its Chairperson to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

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

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2008 Grant at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (see section v below) for the Grant Purposes as stated in the subject application attached as Exhibit D, payable as follows:

(i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2009, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.

(ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2009, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.

(iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2009, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.

(iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2009, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.

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

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

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

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

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

(3) Curbside programs that can demonstrate a performance standard in 2008 of diverting 40 pounds of recyclables per person will receive an additional \$5.00 per ton. Drop off programs will be paid an additional \$5.00 pr ton if they demonstrate a performance standard of diverting 20 pounds of recyclables per person in 2008.

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

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

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2009 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2009 of the Grant Purposes as stated in the subject application attached as Exhibit E, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2009 Grant funding from the District shall also be subject to the provisions of Section 4.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2009, for the performance in 2009 of Grant Purposes as stated in the subject application attached as Exhibit D, shall be repaid to the District no later than March 1, 2010, unless specifically addressed in writing by the District. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

1.04 Grantee agrees to acknowledge funding provided by the District on all printed material produced with grant funding.

Section 2. Quarterly Reports; Program Accountability

2.01 Grantee shall prepare and submit progress reports in the form attached hereto as Exhibit A (Quarterly Income and Expense Report), and the Exhibit B (Quarterly Weight Report) on the Status of the Program to the Board on each of the dates set forth below, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Treasurer. Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved.

Reports due on April 30, 2009 (for reporting period of January 1 – March 31, 2009)

Reports due on July 31, 2009 (for reporting period of April 1 – June 30, 2009).

Reports due on October 31, 2009 (for reporting period of July 1 – September 30, 2009)

Reports due on January 31, 2010 (for reporting period of October 1 – December 31, 2009)

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

Section 3. Grant Funded Vehicles and Equipment

3.01 Grantee shall maintain all vehicles and/or equipment at its expense and shall be responsible for the expenses of insuring, registering, fueling, repairing and storing such vehicles and/or equipment.

3.02 Grantee is not entitled to sell or trade said vehicle and/or equipment without the express written consent of the District for a period of 7 (seven) years from the date of purchase.

3.03 Grantee shall maintain complete maintenance and repair records on said vehicles and/or equipment for a period of 10 (ten) years and they shall be available for inspection by the District upon request.

Section 4. Compliance with Federal Law; State Law; and the District's Solid Waste Management Plan

The Grantee agrees to comply with all applicable federal, state and local laws in the performance of any and all activities contemplated by this Agreement. The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability. No employee/employer relationship exists between the District and the Grantee. The Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income-tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same. The Grantee will comply with all applicable provisions of the District's Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the District's Grant Administrator, Treasurer, Director, or Assistant Director.

Section 5. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

- (i) any moneys disbursed to it under this Agreement;

- (ii) the purpose for which any such moneys are expended, and
- (iii) the balance of any such moneys that remain unexpended (those unexpended moneys, for the purpose of this Agreement, being deemed to constitute and hereinafter referred to as the "Solid Waste Assistance Account").

All books, records and materials, financial or otherwise, pertinent to the financial assistance provided by the District to the Grantee under this Agreement shall upon reasonable notice by the Board of Directors or any authorized representative thereof be available for inspection by the Board of Directors or any authorized representative thereof, including without limitation the Treasurer of the District. The Board of Directors or its representative shall, at the cost and expense of the District, be entitled to make, or to receive upon reasonable request, copies of those records. The provisions of this Section 5 shall survive the termination of this Agreement.

Section 6. Liability Indemnification

The Grantee agrees and acknowledges that the Board of Directors, the Policy Committee, any committee or subcommittee of the Board of Directors, the District, all officers, employees and agents of the foregoing (collectively the "Indemnitees"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the Grantee shall indemnify and hold the Indemnitees harmless from the same

Section 7. Termination; Repayment to the District

7.01 Either the District or the Grantee may terminate this Agreement at its option and discretion, with or without cause, by providing not fewer than 30 days written notice to the other party. Upon receipt by the Grantee or the giving by the Grantee of any such notice of termination Grantee shall not incur any additional obligations, and shall use its best efforts to cancel any obligations previously incurred.

7.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2009 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 7, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations.

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

Section 8. Notices

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed given when mailed, postage prepaid, by first class mail, or delivered by courier, addressed as follows:

If to the Grantee:

City of Massillon
One James Duncan Plaza
Massillon, OH 44646
Attn: Linda McGill

If to the District:

Stark-Tuscarawas-Wayne Joint Solid
Waste Management District
9918 Wilkshire Boulevard NE
Bolivar, Ohio 44612
Attention: Grant Administrator/Program Auditor

The Grantee or the District may, by notice given hereunder, change or modify the above notice contact information.

Section 9. Source of Financial Assistance; Extent of Covenants: No Personal Liability

9.01 The District and the Grantee hereby acknowledge and agree that moneys payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the Special Account and available for that purpose, and that amounts payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board of Directors or the Policy Committee or from any moneys of Stark County, Tuscarawas County or Wayne County. This Agreement does not and shall not constitute a general obligation of the District, the Board of Directors or the Policy Committee or any of the Counties. The Grantee shall not be entitled under this Agreement to the disbursement of any additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

9.02 All covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements of the Grantee, the District, or the Board of Directors to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the Grantee, the District, or the Board of Directors contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement

of any present or future member, officer, agent or employee of the Grantee, the District, or the Board of Directors in other than that person's official capacity.

Section 10. Integration and Binding Effect

This Agreement embodies the entire agreement of the parties. There are not any promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Subject to the other provisions of this Agreement, This Agreement shall inure to the benefit of and shall be binding upon the Grantee and the Board of Directors and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.

Section 11. Amendments, Changes and Modifications

This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by each party hereto at such time.

Section 12. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 13. Severability

In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 14. Construction

The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable State or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of this Agreement.

Section 15. Captions and Headings

The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Laws of State Govern

This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

GRANTEE: City of Massillon

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

Chairperson, Board of Directors
Signature & Title

Date

CERTIFICATE

As the Fiscal Officer of the _____, Ohio, I certify that the money required to meet the obligations of the _____ during the year 2009 under the Grant Agreement has been lawfully appropriated by _____ for those purposes and is in the treasury of the _____ or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Date: _____

Grantee
Fiscal Officer

The form and substance of the foregoing Agreement is hereby approved.

Date: _____

Grantee
Legal Counsel

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 6 - 2009

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 311 "STREET OBSTRUCTIONS AND SPECIAL USES" of the Codified Ordinances of the City of Massillon, by repealing existing paragraph (a) of 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" and enacting a new paragraph (a) of Section 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" of CHAPTER 311, and declaring an emergency.

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

Section 1:

The existing paragraph (a) of Section 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" of CHAPTER 311 "STREET OBSTRUCTIONS AND SPECIAL USES" of the Codified Ordinances of the City of Massillon be and hereby is repealed.

Section 2:

That there be and hereby is enacted a new paragraph (a) of Section 311.01 "PLACING INJURIOUS MATERIAL OR OBSTRUCTION IN STREET" of CHAPTER 311 "STREET OBSTRUCTIONS AND SPECIAL USES" of the Codified Ordinances of the City of Massillon be and hereby is enacted and shall read as follows:

(a) No person shall place or knowingly drop upon any part of a street, highway or alley any tacks, bottles, wire, glass, nails, grass, leaves, branches, twigs, or other articles which may clog or block catch basin, or which may damage or injure any person, vehicle or animal traveling along such street, except such substances that may be placed upon roadway by proper authority for the repair or construction thereof.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, welfare and safety and the emergency being that this section of the code can be enforced in a timely manner. And 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: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 7 - 2009

BY: PARK AND RECREATION 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 rental of 114 golf carts for The Legends 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, according to law, and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the rental of 114 golf carts for The Legends 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 to receive sealed bids according to law, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the rental of 114 golf carts for The Legends of Massillon.

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 Legends of Massillon. It's imperative to have the golf carts here before the golfing season is scheduled to begin. 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: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 8 - 2009

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

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

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

Section 1:

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

Section 2:

The Director of Law of the City of Massillon, Ohio, is hereby authorized to renew the one year contract with the Stark County Public Defender's Office for the purpose of providing representation for indigent defendants. The City of Massillon shall pay the sum of One Hundred Ninety-Five Dollars (\$195.00) per case under the terms of the contract said payment to be made from municipal court funds which were previously used to pay private counsel appointed for indigent defendants. The contract will commence January 1, 2009 through the end of 2009 calendar year with an option to renew for an additional year.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason the Stark County Public Defender's Office will provide representation to the City of Massillon's indigent defendants that come before the Massillon Municipal Court and it is necessary to be effective immediately. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

MEMORANDUM OF AGREEMENT

It is agreed among the City of Massillon, the Stark County Public Defender Commission and the Ohio Public Defender Commission that Section 3 of the Contract for Municipal Ordinance Representation, dated _____ shall be exercised to renew the Contract for an additional one year period commencing January 1, 2009 and terminating December 31, 2009.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2009.

WITNESSES:

STARK COUNTY PUBLIC
DEFENDER COMMISSION

BY: _____

CITY OF MASSILLON, OHIO

BY: _____

OHIO PUBLIC DEFENDER
COMMISSION

BY: _____

APPROVED AS TO FORM:

CITY OF MASSILLON LAW DIRECTOR

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 9 - 2009

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to submit an application for 2009 Municipal Road Funds for the Wales Rd (SR 241) Resurfacing and 32nd Street Bridge Replacement, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public health, safety and welfare to authorize the Director of Public Service and Safety of the City of Massillon, Ohio, to submit an application for 2009 Municipal Road Funds for the Wales Rd (SR 241) Resurfacing and 32nd Street Bridge Replacement.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to submit an application for 2009 Municipal Road Funds for the Lincoln Way (SR 172) Resurfacing. The breakdown of funds for the project is as follows:

SCATS Massillon Share	\$ 4,473.00
Wales Rd (SR 241) Resurfacing	\$140,000.00
32 nd Street Bridge Replacement	\$ 56,188.00

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to submit the Wales Rd (241) Resurfacing and the 32nd Street Bridge Replacement Projects in order to receive the 2009 Municipal Road Funds. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 10- 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Museum Fund, WWTP Upgrade Fund and the CDBG Program Fund, for the year ending December 31, 2009, 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 Museum Fund, for the year ending December 31, 2009, the following:

\$275,598.00 to an account entitled "Massillon Museum Holding" 3110.905.2379

\$ 8,000.00 to an account entitled "Election Expense" 3110.905.2393

Section 2:

There be and hereby is appropriated from the unappropriated balance of the WWTP Upgrade Fund, for the year ending December 31, 2009, the following:

X \$52,305.66 to an account entitled "WWTP Upgrade Project" 1421.610.2510

Section 3:

There be and hereby is appropriated from the unappropriated balance of the CDBG Program Fund, for the year ending December 31, 2009, the following:

\$16,000.00 to an account entitled "Demolitions" 1203.845.2801

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: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 11 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriation in the Parks & Rec. Capital Fund, for the year ending December 31, 2009, and declaring an emergency.

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

Section 1:

The appropriations are hereby reduced in the Parks & Rec. Capital Fund, for the year ending December 31, 2009, as follows:

\$33,571.08 from an account entitled "Refunds" 1433.505.2720

\$20,000.00 from an account entitled "SD Revenue Sharing" 1433.505.2721

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2009

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 12 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the FEMA AFG Grant for the hazardous materials technician training for the Massillon Fire 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 accept the FEMA AFG Grant in the amount of Fifteen Thousand Four Hundred Ninety-Six Dollars (\$15,496.00) less ten percent (10%) city share is One Thousand Five Hundred Fifty Dollars (\$1,550.00) for the hazardous materials technician training for the Massillon Fire Department.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to accept the FEMA AFG Grant for the hazardous materials technician training for the Massillon Fire Department.

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 reason that the grant is necessary for the hazardous materials technician training for the Massillon Fire 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.

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

Passed

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 13 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the FEMA AFG Grant for the regional swift water rescue training for the Massillon Fire 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 accept the FEMA AFG Grant in the amount of One Hundred Twenty-Three Thousand One Hundred Eighty-Two Dollars (\$123,182.00) eighty percent (80%) of the reimbursement would be One Hundred Six Thousand Eight Hundred Twenty Dollars (\$106,820.00) with city share being twenty percent (20%) Eight Thousand Two Hundred Seventy-Five Dollars (\$8,275.00) for the regional swift water rescue training for the Massillon Fire Department.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to accept the FEMA AFG Grant for the regional swift water rescue training for the Massillon Fire Department.

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 reason that the grant is necessary for the regional swift water rescue training for the Massillon Fire 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.

DATE: JANUARY 20, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 1 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: A RESOLUTION urging the Planning Commission to consider rezoning the Columbia Heights neighborhood.

WHEREAS, city officials met with Columbia Heights residents and property owners to discuss possible zone changes to this neighborhood.

WHEREAS, this rezoning would help promote revitalization and redevelopment of Columbia Heights as a residential neighborhood.

WHEREAS, during this meeting the residents and property owners of the affected Columbia Heights neighborhood were receptive to the zone change and the possibility of having their neighborhood progress residentially.

Now, therefore be it resolved that Massillon City Council urges the Planning Commission to consider rezoning the Columbia Heights neighborhood to help promote revitalization and redevelopment of this area of the City of Massillon.

PASSED THIS _____ DAY OF _____ 2009

ATTEST: _____

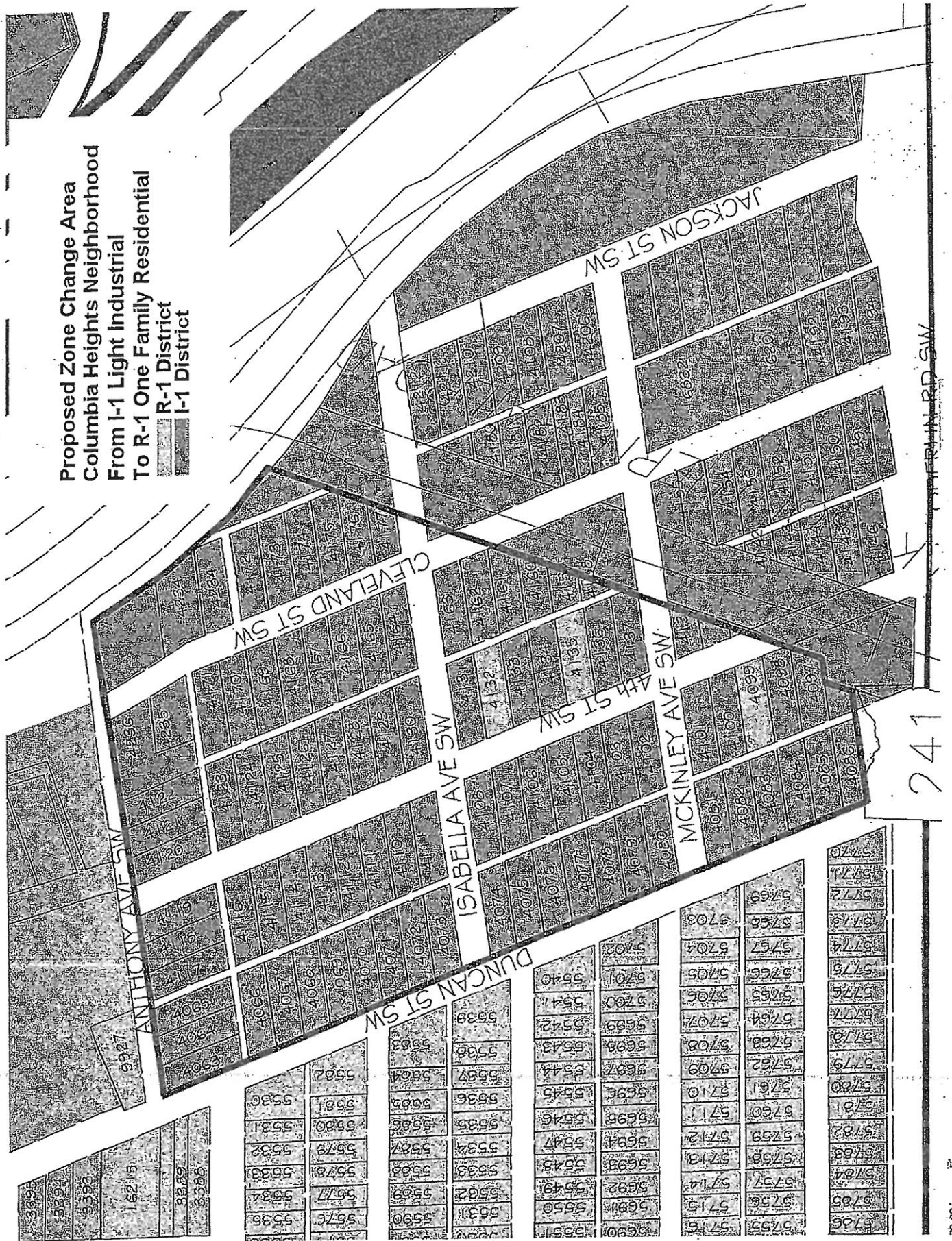
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

Proposed Zone Change Area
 Columbia Heights Neighborhood
 From I-1 Light Industrial
 To R-1 One Family Residential
 R-1 District
 I-1 District



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