

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

AGENDA

DATE: MONDAY, APRIL 6, 2009  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE IS ONE PUBLIC HEARING TONIGHT  
ORDINANCE NO. 33 - 2009 AT 7:00PM - REZONING COLUMBIA HTS AREA

1. ROLL CALL
2. INVOCATION BY COUNCILMAN RON MANG ABSENT 8-0
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. 48 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

AN ORDINANCE amending the agreement between the City of Massillon and Alco Industries, dba U.S. Chemical & Plastics, under the Ohio Urban Jobs and Enterprise Zone Program, and declaring an emergency.

ORDINANCE NO. 49 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

AN ORDINANCE amending the agreement between the City of Massillon and Robert J. Matthews Co./Filters, Inc., under the Ohio Urban Jobs and Enterprise Zone Program, and declaring an emergency.

ORDINANCE NO. 50 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING (6-2 TO SUSPEND RULES) - PETERS, TOWNSEND

AN ORDINANCE repealing Ordinance No. 150 - 2001, and rescinding the Enterprise Zone Agreement with Crown Cork & Seal Co., and declaring an emergency.

ORDINANCE NO. 51 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING (5-3 TO SUSPEND RULES) - PETERS, TOWNSEND, CATAZARO PERRY

AN ORDINANCE repealing Ordinance No. 148 - 2003, and rescinding the Enterprise Zone Agreement with Ring Masters LLC., and declaring an emergency.

ORDINANCE NO. 52 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING

AN ORDINANCE repealing Ordinance No. 152 - 1999, and rescinding the Enterprise Zone Agreement with Ohio Packaging Corp., and declaring an emergency.

**ORDINANCE NO. 53 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

1ST READING

**AN ORDINANCE** repealing Ordinance No. 152 – 1999, and rescinding the Enterprise Zone Agreement with R & D, Inc., and declaring an emergency.

**ORDINANCE NO. 54 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

1ST READING

4/20/09 6:30 P.H.

**AN ORDINANCE** approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

**ORDINANCE NO. 55 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

1ST READING

4/20/09 6:30 P.H.

**AN ORDINANCE** approving an amendment to the City of Massillon's FY 2008 Community Development Block Grant Program Annual Action Plan, authorizing the filing and execution of the amendment, and declaring an emergency.

**ORDINANCE NO. 56 – 2009**

**BY: PARKS AND RECREATION COMMITTEE**

1ST READING

**AN ORDINANCE** authorizing the Mayor of the City of Massillon, Ohio, to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2009 summer concert series, and declaring an emergency.

**ORDINANCE NO. 57 – 2009**

**BY: POLICE AND FIRE COMMITTEE**

AMENDED 8-0 ; PASS 8-0

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the lease/purchase of six police cruisers for the Massillon City Police Department, and declaring an emergency.

**ORDINANCE NO. 58 – 2009**

**BY: POLICE AND FIRE COMMITTEE**

PASS 8-0

**AN ORDINANCE** authorizing the Mayor and the Chief of Police of the City of Massillon, Ohio, to submit an application to the U.S. Department of Justice for funding under the COPS Hiring Recovery Program (CHRP), and declaring an emergency.

**ORDINANCE NO. 59 – 2009**

**BY: PUBLIC UTILITIES COMMITTEE**

1ST READING

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 7.52 acre parcel owned by the City of Massillon, and declaring an emergency.

MONDAY, APRIL 6, 2009

**ORDINANCE NO. 60 – 2009**

**BY: PUBLIC UTILITIES COMMITTEE**

*1st READING*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 0.40 acre parcel owned by the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 61 – 2009**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 8-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract upon award and approval of the Board of Control, with the lowest and best bidder for the 32<sup>nd</sup> Street NW Bridge Replacement Project in the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 62 – 2009**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 8-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract upon award and approval of the Board of Control, with the lowest and best bidder for the Wales Road (SR 241) Resurfacing Project in the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 63 – 2009**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 8-0*

**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an LPA Agreement with the Ohio Department of Transportation for the Wales Road Resurfacing Project, and declaring an emergency.

**ORDINANCE NO. 64 – 2009**

**BY: FINANCE COMMITTEE**

*PASS 8-0*

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the General Fund, OPWC Projects Fund, Municipal Road Vehicle License Plate Fund, Wastewater Treatment Capital Improvement Fund, Capital Improvement Fund, Local Law Enforcement Trust Fund and the Street Fund, for the year ending December 31, 2009, and declaring an emergency.

**ORDINANCE NO. 65 – 2009**

**BY: FINANCE COMMITTEE**

*PASS 8-0*

**AN ORDINANCE** reducing the appropriations in the General Fund, for the year ending December 31, 2009, and declaring an emergency.

**ORDINANCE NO. 66 – 2009**

**BY: FINANCE COMMITTEE**

*PASS 8-0*

**AN ORDINANCE** amending Ordinance No. 143 – 1976 by repealing Section 13 – “ALLOCATION OF FUNDS – INCOME TAX” and enacting a new Section 13 “ALLOCATION OF FUNDS – INCOME TAX” and repealing Ordinance No. 75 – 2008, and declaring an emergency.

MONDAY, APRIL 6, 2009

**RESOLUTION NO. 2 – 2009**

**BY: PARKS AND RECREATION COMMITTEE**

PASS 8-0

A RESOLUTION recognizing the various neighborhood associations for the adoption of a specific park in their neighborhood.

**RESOLUTION NO. 3 – 2009**

**BY: COMMITTEE OF THE WHOLE**

PASS 8-0

A RESOLUTION on the spending of federal economic renewal grants to Massillon, Ohio.

**7. UNFINISHED BUSINESS**

**8. PETITIONS AND GENERAL COMMUNICATIONS**

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM DI SUZ INC DBA DICKS RESTAURANT & LOUNGE 7936 HILLS & DALES RD MASSILLON OHIO 44646 TO SOPHIA G PAXOS DBA DICKS RESTAURANT & LOUNGE 7936 HILLS & DALES RD MASSILLON OHIO 44646

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR CORY NELSON DBA BRAKERZ 641 LINCOLN WAY W MASSILLON OHIO 44647

**9. BILLS, ACCOUNTS AND CLAIMS**

**10. REPORTS FROM CITY OFFICIALS**

A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR MARCH 2009

B). AUDITOR SUBMITS MONTHLY REPORT FOR MARCH 2009

**11. REPORTS OF COMMITTEES**

**12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER**

**13. CALL OF THE CALENDAR**

**14. THIRD READING ORDINANCES AND RESOLUTIONS**

**ORDINANCE NO. 33 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

PASS 8-0

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to R-1 Single Family Residential.

**ORDINANCE NO. 34 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

PASS 8-0

AN ORDINANCE implementing Sections 3735.65 through 3735.70 of the Ohio Revised Code, establishing and describing the boundaries of community reinvestment area in the City of Massillon, Ohio, designating a housing officer to administer the program, and creating a community reinvestment housing council, and declaring an emergency.



MONDAY, APRIL 6, 2009

**15. SECOND READING ORDINANCES AND RESOLUTIONS**

**ORDINANCE NO. 39 – 2009**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

**2<sup>ND</sup> READING**

**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract agreement with Massillon Main Street for continuation of its Downtown Revitalization Program, and declaring an emergency.

**ORDINANCE NO. 40 – 2009**

**BY: PUBLIC UTILITIES COMMITTEE**

**2<sup>ND</sup> READING**

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Everflow Eastern Partners, LP for three (3) parcels of real estate owned by the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 41 – 2009**

**BY: PUBLIC UTILITIES COMMITTEE**

**2<sup>ND</sup> READING**

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Ohio Valley Energy Systems Corporation, and declaring an emergency.

**ORDINANCE NO. 42 – 2009**

**BY: STREETS, HIGHWAYS TRAFFIC & SAFETY**

**2<sup>ND</sup> READING**

**AN ORDINANCE** vacating a portion of Sweetleaf Circle NW, 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 APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*1st reading*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 48 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending the agreement between the City of Massillon and Alco Industries, Inc., dba U.S. Chemical & Plastics, under the Ohio Urban Jobs and Enterprise Zone Program, 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 does hereby authorize the Mayor to enter into an amended agreement between the City of Massillon and Alco Industries, Inc., dba U.S. Chemical & Plastics, under the Ohio Urban Jobs and Enterprise Zone Program.

Section 2:

The agreement between the City of Massillon and Alco Industries, Inc., dba U.S. Chemical & Plastics, under the Ohio Urban Jobs and Enterprise Zone Program is hereby amended to state "term of this 10 year, 75% real and personal property abatement will run from January 1, 2008 through December 31, 2017."

Section 3:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactment is necessary for the Enterprise Zone agreement to reflect the statement "term of this 10 year, 75% real and personal property abatement will run from January 1, 2008 through December 31, 2017" in the agreement as requested by the Stark County Auditor. 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 APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 49 - 2009

*1st reading*  
*2nd reading*  
*passed 7-4*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending the agreement between the City of Massillon and Robert J. Matthews Co./Filters, Inc., under the Ohio Urban Jobs and Enterprise Zone Program, 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 does hereby authorize the Mayor to enter into an amended agreement between the City of Massillon and Robert J. Matthews Co./Filters, Inc., under the Ohio Urban Jobs and Enterprise Zone Program.

Section 2:

The agreement between the City of Massillon and Robert J. Matthews Co./Filters, Inc., under the Ohio Urban Jobs and Enterprise Zone Program is hereby amended to state "term of this 10 year, 100% real and personal property abatement will run from January 1, 2002 through December 31, 2011."

Section 3:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactment is necessary for the Enterprise Zone agreement to reflect the statement "term of this 10 year, 100% real and personal property abatement will run from January 1, 2002 through December 31, 2011" in the agreement as requested by the Stark County Auditor. 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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

ORDINANCE NO. 50 - 2009

*1st Reading*  
LEGISLATIVE DEPARTMENT

*2nd Reading Also*  
*passed 5/4*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 150 - 2001, and rescinding the Enterprise Zone Agreement with Crown Cork & Seal Co., and declaring an emergency.

WHEREAS, in Ordinance No. 150 - 2001, Council authorized a tax abatement with Crown Cork & Seal Co., and

WHEREAS, pursuant to the passage of this ordinance, the City of Massillon entered into an Enterprise Zone Agreement; and

WHEREAS, the company has requested to discontinue the enterprise zone agreement; and

WHEREAS, in order for the Stark County Auditor and the State of Ohio to adjust the records, the tax abatement needs to be rescinded.

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

Section 1:

That Ordinance NO. 150 - 2001 be and is hereby repealed.

Section 2:

There the Enterprise Zone Agreement between the City of Massillon and Crown Cork & Seal Co., is hereby rescinded.

Section 3:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare the community, and for the additional reason that the ordinance needs to be repealed and the Enterprise Zone Agreement needs to be rescinded so that the government entities may be rightfully adjusted. 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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*1st Reading*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 51 - 2009

*2nd - 4/20*

*Passed 7/4*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 148 - 2003, and rescinding the Enterprise Zone Agreement with Ring Masters LLC., and declaring an emergency:

WHEREAS, in Ordinance No. 148 - 2003, Council authorized a tax abatement with Ring Masters LLC., and

WHEREAS, pursuant to the passage of this ordinance, the City of Massillon entered into an Enterprise Zone Agreement; and

WHEREAS, the company has requested to discontinue the Enterprise Zone Agreement; and

WHEREAS, in order for the Stark County Auditor and the State of Ohio to adjust the records, the tax abatement needs to be rescinded.

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

Section 1:

That Ordinance NO. 148 - 2003 be and is hereby repealed.

Section 2:

There the Enterprise Zone Agreement between the City of Massillon and Ring Masters LLC., is hereby rescinded.

Section 3:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare the community, and for the additional reason that the ordinance needs to be repealed and the Enterprise Zone Agreement needs to be rescinded so that the government entities may be rightfully adjusted. 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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 52 - 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 67 - 2004, and rescinding the Enterprise Zone Agreement with Ohio Packaging Corp., and declaring an emergency.

WHEREAS, in Ordinance No. 67 - 2004, Council authorized a tax abatement with Ohio Packaging Corp., and

WHEREAS, pursuant to the passage of this ordinance, the City of Massillon entered into an Enterprise Zone Agreement; and

WHEREAS, the company has requested to discontinue the Enterprise Zone Agreement; and

WHEREAS, in order for the Stark County Auditor and the State of Ohio to adjust the records, the tax abatement needs to be rescinded.

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

Section 1:

That Ordinance NO. 67 - 2004 be and is hereby repealed.

Section 2:

There the Enterprise Zone Agreement between the City of Massillon and Ohio Packaging Corp., is hereby rescinded.

Section 3:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare the community, and for the additional reason that the ordinance needs to be repealed and the Enterprise Zone Agreement needs to be rescinded so that the government entities may be rightfully adjusted. 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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*1st reading*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 53 - 2009

*Ind. - 4/20*  
*Passed 5/4*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 152 - 1999, and rescinding the Enterprise Zone Agreement with R & D, Inc., and declaring an emergency.

WHEREAS, in Ordinance No. 152 - 1999, Council authorized a tax abatement with R & D, Inc., and

WHEREAS, pursuant to the passage of this ordinance, the City of Massillon entered into an Enterprise Zone Agreement; and

WHEREAS, the company has requested to discontinue the Enterprise Zone Agreement; and

WHEREAS, in order for the Stark County Auditor and the State of Ohio to adjust the records, the tax abatement needs to be rescinded.

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

Section 1:

That Ordinance NO. 152 - 1999 be and is hereby repealed.

Section 2:

There the Enterprise Zone Agreement between the City of Massillon and R & D, Inc., is hereby rescinded.

Section 3:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare the community, and for the additional reason that the ordinance needs to be repealed and the Enterprise Zone Agreement needs to be rescinded so that the government entities may be rightfully adjusted. 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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*Not reading*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 54 - 2009

*2nd - 4/20  
passed 5/14*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974 (which title is hereunder referred to as the "Act") and the regulations promulgated thereunder (24 CFR Parts 58 and 570, hereunder referred to as the "Regulations") is authorized to make block grants to units of general local government to help finance housing and community development programs (which grants are hereinafter to as "CDBG" grants); and

WHEREAS, the City of Massillon proposes to apply for such a grant for Fiscal Year 2009 and s, in that connection and as required by and pursuant to the Act and Regulations, prepared a Consolidated Plan for community development, including a strategic plan for meeting its housing and community development needs, and an annual action plan describing the activities that the City proposes to undertake with CDBG funds; and

WHEREAS, the City of Massillon has developed and implemented a citizen participation plan to make information available to citizens, public agencies, and others on the various elements of CDBG program; to encourage participation of citizens and organizations representing citizens, particularly low and moderate income citizens, in the development of the Consolidated Plan; to hold public meetings on the Plan and proposed CDBG Budget and to provide timely and adequate notice of such meetings; and to provide technical assistance to citizens and citizen groups requesting assistance to adequately participate in the planning, implementation, and evaluation of the Consolidated Plan and CDBG Program; and

WHEREAS, the Council has duly reviewed and considered the Consolidated Plan and Annual Action Plan, along with the views and proposals of citizens, and the comments and recommendations of the City's administrative and planning officials.

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



Section 1:

This Council hereby finds and determines that the Consolidated Plan and Annual Action Plan properly and adequately identifies the City's housing and community development needs and objectives; and that the programs and activities to be undertaken by the City with CDBG funds as provided for under the Act for the 2009 Program Year have been designed so as to give maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, so as to achieve the national objectives of the CDBG program which are to develop viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for low and moderate income persons; and for these reasons, this Council approves said Plan.

Section 2:

That the Mayor, being the chief executive officer of the City of Massillon, is hereby designated as the authorized representative of the City, to act in connection with the City's application for CDBG funds, and to provide such additional information, as well as to execute and file such additional documentation or certifications as may be required by the Secretary or by other responsible agencies in connection with the application.

Section 3:

That this Council hereby finds and determines that the City in preparing its application for CDBG funds, has complied with the applicable requirements of the Act and Regulations, and that this Council hereby approves the Annual Action Plan and authorizes the Mayor to execute and file the application, together with all related documentation, with the Secretary.

Section 4:

That this Council hereby directs that the City of Massillon is carrying out its CDBG funded activities, continue to comply with applicable requirements of the Act and Regulations and with other applicable laws including civil rights, equal opportunity and fair housing, citizens participation, real property acquisition and relocation, environmental protection, fair labor standards, and the requirement of giving maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, and this Council authorizes the Mayor to execute and file with the Secretary certifications in such form as the Secretary may prescribe, which will provide assurances concerning these foregoing matters, and concerning other matters as may be required by the Secretary in connection with carrying out the City's CDBG program.

Section 5:

That this Council hereby authorizes the Mayor to consent to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provision of such act applies to the Secretary's responsibilities for environmental review, decision making, and action to be assumed and carried out by the Mayor, and authorizes the Mayor to consent, on behalf of the City, to accept the jurisdiction of the Federal Courts for the purposes of carrying out the CDBG program; and furthermore, that this Council hereby authorizes the Mayor to execute and file such other documents and take such other actions in connection with the environmental review process as may be required by the Act and Regulations.

Section 6:

This ordinance 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

**CDBG PROGRAM FUNDING RESOURCES**

CDBG Entitlement Grant from U.S. Dept. of HUD	FY 2009
Amount Reserved for Required Section 108 Loan Payment	\$718,625
Estimated Program Income to be Received during Program Year	-\$208,513
Re-allocated CDBG Funding	\$18,641
	<u>\$94,247</u>

FY 2009 CDBG PROGRAM BUDGET \$623,000

FY 2008 CDBG STIMULUS FUNDING \$195,062

TOTAL CDBG FUNDING AVAILABLE \$818,062

Project Name	Description	FY 2009 CDBG Program	FY 2008 CDBG Stimulus
<b>CITY CDBG ACTIVITIES</b>			
City Housing Program	Housing Rehabilitation/Emergency Home Repair Program	\$215,000	
Housing Code Enforcement	Code Enforcement in lower income Neighborhoods	\$100,000	
Target Area Street Program	Repaving of streets within designated low income residential neighborhoods	\$62,000	120,062
Downtown Sidewalks	Sidewalk replacement City Hall St & Lincoln Way East		75,000
Planning, Administration, Fair Housing	CD Dept. Staff costs	\$125,000	
Park & Recreation Dept. Summer Youth Program	Outreach Summer Youth Playground Program	\$8,000	
CITY PROJECTS TOTAL		\$510,000	\$195,062

**LOCAL AGENCY PROJECTS**

Massillon Main Street	Downtown Rehabilitation Program	\$40,000	
Western Stark Medical Clinic	Free medical clinic serving low income uninsured persons	\$10,000	
Westark Family Services	Homemaker services for elderly and/or handicapped residents	\$8,000	
Community Health Foundation	Neighborhood Partnership Grants to local neighborhood associations	\$8,000	
Community Services of Stark County	Family Living Center Homeless Shelter services	\$8,000	
Lighthouse Visions Inc.	Basic life skills education for youth, including foster children	\$8,000	
Domestic Violence Project	Massillon Shelter Services for domestic violence victims	\$8,000	
The Salvation Army	Housing Outreach Specialist serving homeless & families in crisis	\$8,000	
Faith in Action of Western Stark County	In-home caregiver services for the ill, frail elderly and/or handicapped	\$6,000	
Massillon Commission to Advance Literacy	Adult Literacy Training Program	\$3,000	
YWCA of Western Stark County	Child care services for low income families	\$3,000	
Family Economic Success Program	Financial literacy services, including income tax assistance, at Lillian Beane Center	\$3,000	
LOCAL AGENCY PROJECTS		\$113,000	

**CDBG PROGRAM TOTALS (City Projects + Local Agency Projects)**

\$623,000

\$195,062



DATE: April 6, 2009

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 55 - 2009

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE approving an amendment to the City of Massillon's FY 2008 Community Development Block Grant Program Annual Action Plan, authorizing the filing and execution of the amendment, and declaring an emergency.

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974 (the "Act"), the City of Massillon has been designated by the U.S. Department of Housing & Urban Development (HUD) as an entitlement city eligible to receive an annual allocation of Community Development Block Grant (CDBG) funds which are used by the City to help finance housing and community development programs and activities; and

WHEREAS, the City of Massillon is currently implementing various housing and community development activities funded under its FY 2008 HUD-approved CDBG Program Annual Action Plan; and

WHEREAS, HUD is now making available to the City of Massillon an additional \$195,062 in CDBG funds being provided through the American Recovery and Reinvestment Act of 2009; and that said funds are to be used to further the objectives of the CDBG Program as well as to provide an economic stimulus benefit to Massillon; and

WHEREAS, in order to receive these additional CDBG funds, the City of Massillon must amend its current FY 2008 CDBG Annual Action Plan; and

WHEREAS, the City of Massillon has prepared an amendment to its FY 2008 CDBG Annual Action Plan, including a description of the activities to be undertaken with these additional funds; and

WHEREAS, the amendment has been made available for public review and comment; and

WHEREAS, the Council of the City of Massillon has duly reviewed and considered the amendment, along with the recommendations of the City's administrative officials, and the comments from the general public.

WHEREAS, this Council hereby finds and determines that the amendment complies with the goals, objectives, and requirements of both the CDBG Program and the American Recovery and Reinvestment Act of 2009.

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



Section 1:

This Council hereby approves the amendment to the City's FY 2008 CDBG Annual Action Plan, a copy of which is attached hereto.

Section 2:

That the Mayor is hereby authorized and directed to file this amendment with HUD, as well as to execute and file such additional documents or other information as may be required in order to receive the additional CDBG funding described herein.

Section 3:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that the Federal funds to be provided are necessary for the to help the current economic challenges facing this community. 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.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

ATTEST:

\_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL

\_\_\_\_\_  
GLENN GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

**NOTICE OF PROPOSED AMENDMENT  
CITY OF MASSILLON FY 2008 COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAM BUDGET**

The City of Massillon has been notified by the U.S. Department of Housing & Urban Development (HUD) that, as a result of the passage of the American Recovery & Reinvestment Act of 2009 (ARRA), Massillon has been allocated an additional \$195,062 in Community Development Block Grant (CDBG) funding. These additional CDBG funds will be provided through an amendment to the City's current FY 2008 CDBG Program Year Budget.

**Allocation of Massillon CDBG Funding from ARRA**

The City of Massillon proposes to allocate this additional CDBG funding by amending its FY 2008 CDBG Program Budget to add the following additional activities:

<u>Project</u>	<u>Proposed Budget</u>
Target Area Street Improvements	\$120,062
Downtown Sidewalk Replacement	\$75,000

**Target Area Street Improvements                      \$120,062 CDBG/ARRA Funding**

The City will utilize CDBG funding for a street improvement program to reprofile and repave streets in designated low income residential neighborhoods. One of the City's main community development goals is to upgrade and improve its residential neighborhoods. For this reason, CDBG Stimulus funds are being targeted to neighborhood revitalization activities such as public street improvements.

**Downtown Sidewalk Replacement                      \$75,000 CDBG/ARRA Funding**

The City of Massillon will utilize CDBG funding to replace deteriorated sidewalk in the City's Central Business District, which has previously been designated as a slum and blighted area. The specific location for this sidewalk replacement project is along the south side of Lincoln Way East between City Hall Street SE and 2nd Street SE, and along the east side of City Hall Street SE.

**Public Comments and Hearing Notice**

Public comments concerning the proposed amendment will be received by the City of Massillon through May 4, 2009, and may be submitted to: Community Development Department, Municipal Government Annex, 151 Lincoln Way East, Massillon, Ohio 44646; Telephone No. 330-830-1721; Fax No. 330-830-1786. In addition, the City of Massillon will hold a Public Hearing on the proposed use of these CDBG/ARRA funds on Monday, April 20, 2009, at 6:30 P.M., in Massillon City Council Chambers, Second Floor, Municipal Government Center, One James Duncan Plaza, Massillon.

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*et reading*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 56 - 2009

*April - 4/20*

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2009 summer concert series, and declaring an emergency.

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

Section 1:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment Inc., and other companies for various engagements for the 2009 summer concert series. The cost of said contracts shall not exceed Sixty Thousand Dollars (\$60,000.00).

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason to provide summer concert entertainment series for the citizens of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

ATTEST:

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED \_\_\_\_\_

FRANCIS H. CICCHINELLI, JR., MAYOR



DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 57 - 2009

BY: POLICE AND FIRE 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 lease/purchase of six police cruisers for the Massillon City Police Department, and declaring an emergency.

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

Section 1:

The 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 lease/purchase of six police cruisers for the Massillon City Police 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, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the lease/purchase of six police cruisers for the Massillon City Police 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 Massillon City Police 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.

2<sup>nd</sup> page is the signature page



DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 58 - 2009

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Chief of Police of the City of Massillon, Ohio, to submit an application to the U.S. Department of Justice for funding under the COPS Hiring Recovery Program (CHRP), 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 submit an application to the U.S. Department of Justice for funding under the COPS Recovery Program (CHRP) for the Massillon Police Department.

Section 2:

The Mayor and the Chief of Police of the City of Massillon, Ohio, is hereby authorized and directed to submit an application to the U.S. Department of Justice for funding under the COPS Hiring Recovery Program (CHRP) in an effort to prevent any layoffs in the Massillon Police Department. The filing deadline for this application is April 14, 2009.

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 time is of the essence since the filing deadline is April 14, 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.

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 59 - 2009

BY: PUBLIC UTILITIES COMMITTEE

*1st reading  
Jrd - 4/20  
passed 5/4*

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 7.52 acre parcel owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 7.52 acre parcel owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 7.52 acre parcel owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

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

2<sup>nd</sup> page is the signature page

NON-SURFACE DEVELOPMENT OIL & GAS LEASE

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

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than one hundred sixty (160) acres. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit, or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Part of Out Lot 425 and Lots 12387 & 10502 in the City of Massillon, Stark County, Ohio, containing 7.52 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) 0680395 0680617 0680616

Or further described as: Portion of Sippo Park at 17<sup>th</sup> St & Handlins Road, Massillon

Being the property described in Deed Volume(s)/Page(s) 3992/617

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

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

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

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

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

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

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

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

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

Signatures of Lessor(s):

THE CITY OF MASSILLON, OHIO

\_\_\_\_\_  
Michael J. Loudiana, Director of Public Safety and Service, for the  
City of Massillon, Ohio, a municipal corporation



## CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO

)

) SS:

COUNTY OF STARK

3

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned officer, personally appeared Michael J. Loudiana as Director of Public Safety and Service of The City of Massillon, OHIO, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of said City of Massillon, OHIO, a municipal corporation, and that he executed the same as an act of said City for the purpose and consideration therein expressed, and in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

MASSILLON 16

PERRY TWP SW QIR SEC 4

MASSILLON 5D

**WASSILLON 6**

FERRY TWP SW QTR SEC 4

MASSILLON 15

MASSLOW 17

52 NOTISSYH

MASSILLON 76

STARK COUNTY TAX MAP

MASSION

MAP NUMBER

TAX DISTRICT 06

NOTES

Will  
Ditt

Dear Property Owner:

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

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

LESSOR(S): City of Massillon, OHIO, a municipal corporation

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

LEASE DATE: \_\_\_\_\_, LANDMAN: Kathryn D. Borroel

LESSOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
Michael J. Loudiana, Director of Public Safety and Service

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DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 60 - 2009

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 0.40 acre parcel owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 0.40 acre parcel owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Range Resources Appalachia, LLC for a 0.40 acre parcel owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

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

2<sup>nd</sup> page is the signature page

NON-SURFACE DEVELOPMENT OIL & GAS LEASE

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

1. Lessor, for and in consideration of One dollar (\$1.00) in hand paid by Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, grants to Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market same from a well or wells on other lands; and the right to unitize Lessor's lands, or any portion, or strata, with other lands into a drilling unit of no more than one hundred sixty (160) acres. This Lease is for five (5) years, and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in Lessee's judgment from any such unit. This lease covers all of Lessor's land in and adjoining Lots 5216, 5217, 14807, 14813 & 8305 in the City of Massillon, Stark County, Ohio, containing 0.40 acres, more or less, and bounded substantially, now or formerly, as follows:

Parcel ID #(s) 0680622 0680876 0680624

Or further described as: Corner of Walnut Road & 15th Street SE

Being the property described in Deed Volume(s)/Page(s) 403/698

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

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

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

4. This Lease shall be binding on all heirs, successors and assigns of Lessor and Lessee. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally (on an acreage basis) to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time assign or surrender this Lease in whole or in part.

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

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

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

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

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

Signatures of Lessor(s):

THE CITY OF MASSILLON, OHIO

\_\_\_\_\_  
Michael J. Loudiana, Director of Public Safety and Service, for the  
City of Massillon, Ohio, a municipal corporation

CORPORATE ACKNOWLEDGEMENT

STATE OF OHIO

)

) SS:

COUNTY OF STARK

)

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 2008 before me, the undersigned officer, personally appeared Michael J. Loudiana as Director of Public Safety and Service of The City of Massillon, OHIO, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the free act and deed of said City of Massillon, OHIO, a municipal corporation, and that he executed the same as an act of said City for the purpose and consideration therein expressed, and in the capacity therein stated.

In witness whereof, I hereunto set my hand and official seal.

My Commission Expires: \_\_\_\_\_

Notary Public \_\_\_\_\_





NE QTR SEC 17  
MASSILLON MAP 44

NE QTR SEC 17  
MASSILLON MAP 44

OL 863  
16.47 AC  
24 1400

OL B64  
221 AC  
24-1300

PT 16141  
—24 1210

PT 161.41  
—24 1200

WALNUT RD SE

Brent Tom  
Unit #1  
⑦

15TH ST SE

14TH ST SE

13TH ST SE

1 AVE

JOHNSON ST SE

UNRECORDED ALLEY

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 61 - 2009

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 32<sup>nd</sup> Street NW Bridge Replacement Project in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 32<sup>nd</sup> Street NW Bridge Replacement Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the 32<sup>nd</sup> Street NW Bridge Replacement Project in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the 32<sup>nd</sup> Street NW Bridge Replacement Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 62 - 2009

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Wales Road (SR 241) Resurfacing Project in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Wales Road (SR 241) Resurfacing Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the Wales Road (SR 241) Resurfacing Project in the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the Wales Road (SR 241) Resurfacing Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 63 - 2009

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign an LPA Agreement with the Ohio Department of Transportation for the Wales Road Resurfacing Project, 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 sign an LPA agreement with the Ohio Department of Transportation for the Wales Road Resurfacing Project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign an LPA Agreement with the Ohio Department of Transportation for the Wales Road Resurfacing Project.

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 it is necessary to sign an LPA agreement with Ohio Department of Transportation so as to proceed with the Wales Road Resurfacing Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

CFDA 20.205

## LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

**THIS AGREEMENT** is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the City of Massillon, hereinafter referred to as the LPA, 151 Lincolnway East, Massillon Ohio 44646.

### 1. PURPOSE

- 1.1 The National Transportation Act has made available certain Federal funding for use by local public agencies. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA's Federal funding programs.
- 1.2 Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and State laws and regulations with oversight by ODOT.
- 1.3 The resurfacing of SR241 [Wales Ave] (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding, and which is further defined in the PROJECT scope.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.

### 2. LEGAL REFERENCES

- 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
  - a. Section 5501.03(C) of the Ohio Revised Code;
  - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
  - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
  - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
- 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

### 3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 388,100 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 248,880 in state urban paving funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be



applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.

- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

#### 4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.

- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.

- 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D Manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: [www.dot.state.oh.us/drrc](http://www.dot.state.oh.us/drrc).)

- 4.4 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities, or engage the services of a pre-qualified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>.)

- 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization to Advertise" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.

- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

#### 5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.

- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.

- 5.3 ODOT shall be responsible for the review of all environmental documents and reports, and shall complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall provide a letter indicating the proposed Best Management Practices (BMPs) to be utilized for post construction storm water management in accordance with the Ohio EPA National Pollutant Discharge Elimination System (NPDES) Construction General Permit. If no BMPs are proposed, a letter stating concurrence is required from the Ohio EPA.

#### 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION

- 6.1 All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and newly-acquired right of way is required for this PROJECT, the LPA shall certify that the all right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a QBS process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that all right of way has been cleared of encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA. The LPA shall be liable to repay to ODOT all of

the Federal funds disbursed to it under this Agreement if the certification of the LPA is found to be in error or otherwise invalid.

6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.

6.8 The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of Title 23 of the Code of Federal Regulations and applicable chapters of the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.

## 7. ADVERTISING, SALE AND AWARD.

7.1 The LPA shall not advertise for bids prior to the receipt of the "Authorization to Advertise" notification from ODOT. Should advertising or work commence prior to the receipt of the "Authorization to Advertise" notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.

7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.

7.3 Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT, after issuance but prior to bid opening, any addendum issued during the advertisement period that change estimates or materials. ODOT shall approve such addendum for project eligibility prior to opening the bids. All addenda shall be distributed to all potential bidders prior to opening bids and selling the contracts.

7.4 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents. The template includes Form FHWA-1273; Required Contract Provisions; a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, which must be included in all contracts, as well as appropriate subcontracts and purchase orders.

7.5 In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers' Compensation, and require the same of any of its subcontractors.

7.6 Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The



"prime" contractor must perform no less than 30 percent of the total original contract price. The 30 percent prime requirement does not apply to design-build contracts.

- 7.7 In accordance with Section 153.54, et. seq. of the Ohio Revised Code, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.8 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.9 The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA's bid documents or on any successful contractor in the LPA's award or contract for the construction of the PROJECT.
- 7.10 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.

## 8. CONSTRUCTION CONTRACT ADMINISTRATION

- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71.
- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The Federal-aid Highway Program operates on a reimbursement basis. The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the Federal/State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA requests to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and

submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.

- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.

- 8.6 Payment or reimbursement to the LPA shall be submitted to:

Mr. Keith Dylewski  
Municipal Government Annex  
151 Lincoln Way East  
Massillon, Ohio 44646

- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all federal funding commitments.

- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement in order to preserve its federal mandate. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT (the "Claim"), may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all of the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.

- 8.10 After completion of the PROJECT and in accordance with Title 23 United States Code 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under public ownership and authority for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.

9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT. If the LPA has not repaid ODOT in full an amount equal to the total funds ODOT disbursed on behalf of the project, any funds recovered from the performance and payment bond as required under section 7.8 shall be used to offset the Federal dollars reimbursed to FHWA.

10. NONDISCRIMINATION

10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

10.3 For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The written request must indicate that a good faith effort



was made to meet the goal and be sent to ODOT's Office of Contracts with a copy to the ODOT District LPA Coordinator. Central Office will review the submitted documentation and decide the issue within ten (10) business days. There will be no extension of the time for the project granted if the prime Contractor wishes to avail himself of this process. The LPA will be notified as to the decision.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the DBE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT in order for ODOT to encumber the Federal/State funds.

## 11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

## 12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this agreement with thirty (30) days written notice, except that if ODOT determines that the default can be remedied, then ODOT and the LPA shall proceed in accordance with section 12.3 of this Agreement.

12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to

complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.

12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.

12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

### 13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.

13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

### 14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Mr. Keith Dylewski	ANTHONY ZUMBO, PE, PS
Municipal Government Annex	ODOT DISTRICT 4 LPA COORDINATOR
151 Lincoln Way East	2088 SOUTH ARLINGTON RD.
Massillon, Ohio 44646	AKRON OH 44306

### 15. GENERAL PROVISIONS

- 15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.
- 15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:
- As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.
- Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.
- 15.3 *Ohio Ethics Laws:* In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.
- 15.4 *[Conditional] State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.7 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.8 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.



15.9 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

86040  
PID NUMBER

22553  
AGREEMENT NUMBER

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: \_\_\_\_\_

STATE OF OHIO  
OHIO DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Jolene M. Molitoris  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment 1

PROJECT BUDGET – SOURCES AND USES OF FUNDS

USES	SOURCES			LPA FUNDS			FHWA FUNDS			STATE FUNDS		
	amount	%	SAC	amount	%	SAC	amount	%	SAC	amount	%	SAC
PE Preliminary develop; environ clearance	\$0						\$0			\$0		\$0
PE final design; construction plans and specs	\$0						\$0			\$0		\$0
ACQUISITION OF RIGHT OF WAY & UTILITY RELOCATION	\$0						\$0			\$0		\$0
ADVERTISING, COMPETITIVE BIDDING & CONTRACT AWARD	\$0						\$0			\$0		\$0
CONSTRUCTION fund source 1	\$55980	20	LNTF							\$223920	80	4PS7
Const. admin, mat'l testing & inspection	\$6240	20	LNTF							\$24960	80	4PS7
CONSTRUCTION fund source 2	\$70000	100	LNTF				\$0			\$0		\$70,000
Const. admin, mat'l testing & inspection	\$7000	100	LNTF				\$0			\$0		\$7,000
OTHER DIRECT OUT -OF-POCKET EXPENSES (provide details)	\$0						\$0			\$0		\$0
	\$139,220						80			\$248,880		\$388,100

With the exception of 'FHWA' or 'State' funds, figures in table represent ESTIMATES only.  
Construction inspection costs are estimated at 10% of construction cost.

STA-SR241-9.79  
COUNTY-ROUTE-SECTION

86040  
PID NUMBER

22553  
AGREEMENT NUMBER



86040  
PID NUMBER

22553  
AGREEMENT NUMBER

## Attachment 2

### DIRECT PAYMENT OF CONTRACTOR

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's contractor shall be paid directly to the contractor in the prorata share of Federal/State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the contractor. In addition, the invoice must state the contractor's name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the contractor and those that are to be made to the LPA.

We the City of Massillon request that all payments for the Federal/State share of the construction costs of this agreement performed by \_\_\_\_\_

(CONTRACTOR'S NAME)

be paid directly to \_\_\_\_\_

(CONTRACTOR'S NAME)

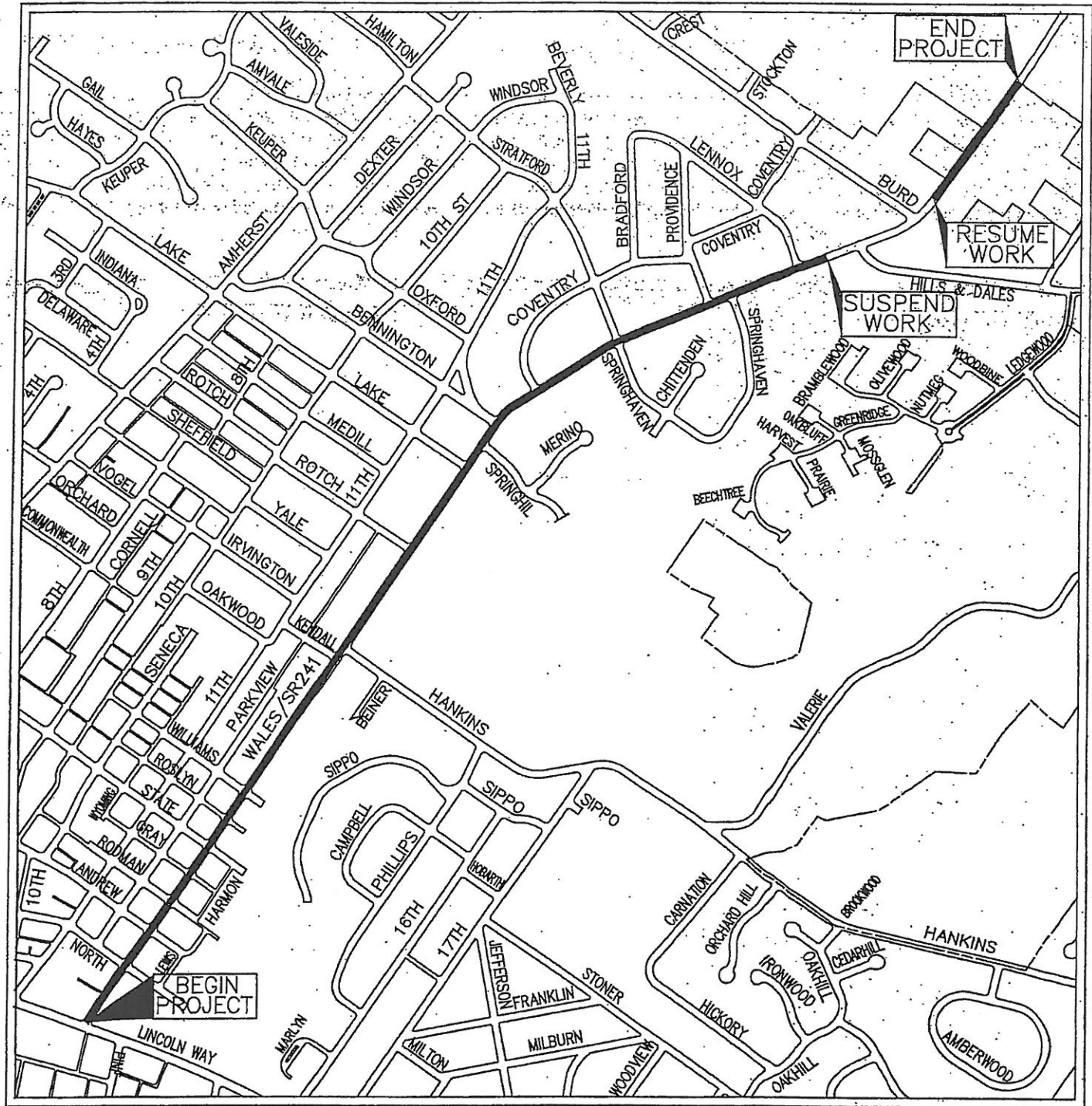
Contractor Name:  
OAKS Vendor ID:  
Mailing Address:

\_\_\_\_\_  
LPA signature

LPA Name:  
OAKS Vendor ID:  
Mailing Address:

\_\_\_\_\_  
Approved, ODOT signature

CITY OF MASSILLON  
CITY ENGINEER DEPARTMENT  
STARK COUNTY, OHIO  
STA-241-9.79 RESURFACING



LOCATION MAP

PORTION TO BE IMPROVED — — — — —  
STREETS — — — — —

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 64- 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, OPWC Projects Fund, Municipal Road Vehicle License Plate Fund, Wastewater Treatment Capital Improvement Fund, Capital Improvement Fund, Local Law Enforcement Trust Fund and the Street 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 General Fund, for the year ending December 31, 2009, the following:

\$170,000.00 to an account entitled "Fire Salary" 1100.325.2110  
\$170,000.00 to an account entitled "Police Salary" 1100.305.2110  
\$ 54,571.00 to an account entitled "Workers Comp" 1100.905.2270  
\$ 25,000.00 to an account entitled "Tax Refunds" 1100.210.2720  
\$ 23,752.00 to an account entitled "Law Director Staff Salary" 1100.115.2111  
\$ 20,000.00 to an account entitled "Utilities" 1100.410.2340  
\$ 15,496.00 to an account entitled "Fire Salary" 1100.325.2110

Section 2:

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

\$255,967.00 to an account entitled "32<sup>nd</sup> Street Bridge Replacement Project" 1482.435.2513

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Municipal Road Vehicle License Plate Fund, for the year ending December 31, 2009, the following:

\$120,000.00 to an account entitled "Tremont Bridge Project" 1206.435.2511  
\$ 56,188.00 to an account entitled "32<sup>nd</sup> St NW Bridge Replacement Project" 1206.435.2512



Section 4:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2009, the following:

\$68,000.00 to an account entitled "Services/Contracts" 1406.610.2392

Section 5:

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

\$18,095.00 to an account entitled "Legends Club House Roof Repair" 1401.920.2510

\$ 7,047.00 to an account entitled "Siren Repair/Maintenance" 1401.325.2513

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Local Law Enforcement Trust Fund, for the year ending December 31, 2009, the following:

\$5,000.00 to an account entitled "Jail Equipment" 1205.125.2530

Section 7:

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

\$3,000.00 to an account entitled "Unemployment" 1201.435.2290

Section 8:

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

ATTEST: \_\_\_\_\_

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

*passed*

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 65 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriation in the General Fund, of the City of Massillon, Ohio, 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 General Fund, for the year ending December 31, 2009, as follows:

\$10,000.00 from an account entitled "Health/Life" 1100.130.2210  
\$ 5,000.00 from an account entitled "PERS" 1100.130.2230

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: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 66 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 143 - 1976 by repealing Section 13 - "ALLOCATION OF FUNDS - INCOME TAX" and enacting a new Section 13 "ALLOCATION OF FUNDS - INCOME TAX" and repealing Ordinance No. 75 - 2008, and declaring an emergency.

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

Section 1:

Ordinance No. 109 - 2005 be and is hereby repealed.

Section 2:

That there be and hereby is enacted a new Section 13 "ALLOCATION OF FUNDS - INCOME TAX" of Ordinance No. 143 - 1976. Said new Section 13 shall read as follows:

Section 13 - ALLOCATION OF FUNDS

(A) Effective January 1, 2009 the funds collected under the provision of this ordinance shall be disbursed as follows:

- (1) Ninety-Eight (98) percent shall be deposited in the General Fund and Two (2) percent shall be deposited in said "Income Tax Capital Improvements" Fund and shall be used for capital improvements to defray operating expenses of the City including such part thereof as shall be necessary to defray all costs of administering and enforcing the provisions thereof.
- (2) Capital Improvements are all property, assets, machinery, equipment or improvements which the City is authorized by law to acquire, construct and maintain, including plans and studies thereof with an estimated life or usefulness of five (5) years or more, including land and interests therein, and including reconstructions, enlargements and extension thereof having an estimated life or usefulness of five (5) years or more provided, however, that the purchase of motorized equipment for the various city departments and the resurfacing and resealing of public streets, including "Chip and Seal" method, shall be deemed Capital Improvement without regard to estimated life or usefulness.



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 the necessity of providing funds for the operation of necessary governmental functions imposed by law, including the proper police and fire protection, but not limited thereto, for, without said funds, said governmental functions would have to be curtailed to such an extent that the public safety and welfare would be greatly jeopardized. 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.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009

ATTEST:

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 2 - 2009

BY: PARKS AND RECREATION COMMITTEE

TITLE: A RESOLUTION recognizing the various neighborhood associations for the adoption of a specific park in their neighborhood.

WHEREAS, these various neighborhood associations have volunteered to adopt a park in their neighborhood. The neighborhood association and the park they have chosen to adopt are as follows: Walnut Hills Association will adopt L.C. Jones Park, Southeast Improvement Association will adopt Shrive Park, Young Street Neighborhood Association will adopt Franklin Park and Franklin Village Neighborhood Association will help to support the other associations.

WHEREAS, the various neighborhood associations have committed to planting flowers, mulching, weed removal, trash clean up, sweeping of the basketball and tennis courts and to report any suspicious activities and/or graffiti.

WHEREAS, this is a group effort by the various neighborhood associations to help keep the parks in Massillon clean and beautified for the citizens of Massillon to enjoy.

Now, therefore be it resolved that Massillon City Council recognizes the selfless act of civil duties of these various neighborhood associations to provide their time and resources to help keep the parks of Massillon beautiful.

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: APRIL 6, 2009

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 3 - 2009

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION on the spending of federal economic renewal grants to Massillon, Ohio.

WHEREAS, the economic downturn is having a critical impact on everyday Americans who are struggling to maintain or fund jobs in an increasingly difficult environment; and

WHEREAS, those same Americans are the taxpayers that provide the revenue needed to operate essential government services; and

WHEREAS, Congress and President Obama are planning a taxpayer sponsored economic recovery package that will provide billions of dollars to help economically devastated cities and states immediately provide jobs to millions of out-of-work Americans through considerable infrastructure rebuilding, green energy projects and other projects that will require manufactured components; and

WHEREAS, our taxpayer dollars should be spent to maximize the creation of American jobs and restoring the economic vitality of our communities; and

WHEREAS, any domestically produced products that are purchased with economic recovery plan monies will immediately help struggling American families and will help stabilize our greater economy; and

WHEREAS, any economic recovery plan spending should to every extent possible include a commitment from Massillon to buy materials, goods and services for projects from companies that are produced within the United States, thus employing the very workers that pay the taxes for the economic recovery plan spending in the first place.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, COUNTY OF STARK AND STATE OF OHIO, THAT;

Be it resolved that, we the undersigned will work to maximize the creation of American jobs and restoring economic growth and opportunity by spending economic recovery plan funds on products and services that both create jobs and help Americans employed.



Be it further resolved that we commit to purchasing only products and services that are made or performed in the United States of America whenever and wherever possible with any economic recovery monies provided to Massillon, Ohio by the American taxpayers; and

Be it further resolved that, as legislators of Massillon, Ohio, we commit to publish any requests to waive procurement priorities so as to give American workers and producers the opportunity to identify and provide the American products and services that will maximize the success of our nation's economic recovery program.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

APPROVED \_\_\_\_\_

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN GAMBER, PRESIDENT

APPROVED \_\_\_\_\_

FRANCIS H. CICCHINELLI, JR., MAYOR