

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

AGENDA

DATE: MONDAY, JANUARY 4, 2010
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE IS ONE PUBLIC HEARING TONIGHT
ORDINANCE NO. 146 – 2009 AT 7:15P.M. REZONING

1. ROLL CALL

A. APPOINTMENT OF COUNCIL CLERK

RESOLUTION NO. 1 – 2010

BY: COMMITTEE OF THE WHOLE

PASS 9-0
A RESOLUTION appointing Mary Beth Bailey as Clerk of Massillon City Council and establishing salary for said position.

B. NOMINATION AND ELECTION OF PRESIDENT PRO-TEM OF COUNCIL

C. ADOPTION OF COUNCIL COMMITTEE ASSIGNMENTS

2. INVOCATION BY COUNCILMAN PAUL MANSON

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. 1 – 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 9-0
AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Composting Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 2 – 2010

BY: ENVIRONMENTAL COMMITTEE

PASS 9-0
AN ORDINANCE authorizing and directing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

ORDINANCE NO. 3 – 2010

BY: FINANCE COMMITTEE

1ST READING

ORDINANCE NO. 4 – 2010

BY: FINANCE COMMITTEE

PASS 8-1 (CATAZAR - PERCY)

AN ORDINANCE adopting temporary appropriations for the operating and capital expenditures of the City of Massillon, Ohio, for fiscal year 2010, and declaring an emergency.

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

ORD 5-2010

PASS 9-0

ORD 6-2010

PASS 9-0

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR DECEMBER 2009
- B). AUDITOR SUBMITS MONTHLY REPORT FOR DECEMBER 2009
- C). MAYOR SUBMITS MONTHLY REPORT FOR NOVEMBER 2009
- D). MAYOR'S LIST OF APPOINTMENTS TO BOARDS AND COMMISSIONS
- E). MAYOR GIVES STATE OF THE CITY ADDRESS TO COUNCIL

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

ORDINANCE NO. 146 – 2009

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0 (KCP ABSTAINED)

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-2 Single Family Residential to RM-1 Multiple Family Residential.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 158 – 2009

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE accepting the replatting of Out Lots 1024, 367 and Lot 13833, located on the east side of 1st Street NE, north of Gail Avenue NE, and including the dedication of a small portion of 1st Street NE, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 159 – 2009

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

2ND READING

AN ORDINANCE accepting the replatting of Part of Out Lot 252, located on the south side of Woodruff Avenue NW, just west of 17th Street NW, and including the dedication of a portion of Woodruff Avenue NW, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 164 – 2009

BY: FINANCE COMMITTEE

2ND READING

AN ORDINANCE appropriating money for the current expenses and other expenses of the City of Massillon, Ohio, for the fiscal period ending December 31, 2010, 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: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 1 - 2010

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION appointing Mary Beth Bailey as Clerk of Massillon City Council and establishing salary for said job.

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

Section 1:

Mary Beth Bailey be appointed Clerk of City Council of Massillon, Ohio, to serve for the term of 2010 and 2011.

Section 2:

That the annual salary for the Clerk of Council shall be classified as a 12S UN Classified position.

Section 3:

This Resolution being one for the internal management of Council shall be immediately effective and Section 2 shall have retroactive effect as of January 1, 2010.

PASSED THIS _____ DAY OF _____, 2010

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 1 - 2010

BY: ENVIRONMENTAL COMMITTEE

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

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

Section 1:

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

Section 2:

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

Section 3:

The grant will be awarded at the maximum rate of Twenty-Five Dollars (\$25.00) per ton of composting materials plus incentives.

Section 4:

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

Stark-Tuscarawas-Wayne
Joint Solid Waste Management District

Composting Makes Sense Grant Program

2010 Rate Sheet

MINIMUM PRICE PER TON = \$15.00

PLUS
\$5.00 PER TON

If ⇒ The program provides at least monthly collection/drop-off nine months out of the year (excluding December, January and February)

EQUALS
\$20.00 PER TON

PLUS
\$5.00 PER TON

If ⇒ The program provides educational information to their constituents on backyard composting and mulching of grass.

EQUALS
\$25.00 PER TON

Per the District Plan for 2010, the Maximum Rate Per Ton is \$25.00

2010 COMPOSTING MAKES SENSE GRANT

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

THIS AGREEMENT is made and entered into this 1st day of **January, 2010** by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

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

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

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

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

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

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

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

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

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2010 Grant at **the minimum amount of**

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

- (i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2010, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2010, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2010, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2010, the Grantee will be paid a minimum of \$15.00 per ton of composting materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (v) Incentives are defined in the District's Solid Waste Management Plan as:
 - (a) Yard waste programs that provide at least monthly collection, nine months out of the year (excluding December, January and February) will receive an additional \$5.00 per ton for each ton of yard waste diverted.
 - (b) Programs that provide educational information to their constituents on backyard composting and mulching of grass will receive an additional \$5.00 per ton.
 - (c) These incentives are cumulative to a maximum of \$25.00 per ton.
 - (d) Composting Makes Sense grant monies.
 - (e) Composting Makes Sense grant recipients may only use grant money to support yard waste management programs. Earned money may be to offset costs for other

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

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2010 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2010 of the Grant Purposes as stated in the subject application attached as Exhibit D, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2010 Grant funding from the District shall also be subject to the provisions of Section 3.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2010, for the performance in 2010 of Grant Purposes as stated in the subject application attached as Exhibit D, shall be repaid to the District not later than March 1, 2011. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

Section 2. Progress Reports; Program Accountability

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

Reports due on April 30, 2010 (for reporting period January 1 – March 31, 2010).

Reports due on July 31, 2010 (for reporting period April 1 – June 30, 2010).

Reports due on October 31, 2010 (for reporting period July 1 – September 30, 2010);

Reports due on January 31, 2011 (for reporting period October 1 – December 31, 2010).

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

Section 3. Grant Funded Vehicles and Equipment

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

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

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

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

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

Section 5. Deposit of Moneys and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

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

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

Section 6. Liability Indemnification

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

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

Section 7. Termination; Repayment to the District

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

7.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2010 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 7, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations. The provisions of this Section 7 shall survive the termination of this Agreement.

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

Section 8. Notices

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

If to the Grantee:

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

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

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

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

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

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

Section 10. Integration and Binding Effect

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

Section 11. Amendments, Changes and Modifications

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

Section 12. Counterparts

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

Section 13. Severability

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

Section 14. Construction

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

Section 15. Captions and Headings

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

Section 16. Laws of State Govern

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

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

GRANTEE: City of Massillon

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT
DISTRICT

Dated: _____

Chairperson, Board of Directors

CERTIFICATE

As the Fiscal Officer of the City of Massillon, Ohio, I certify that the money required to meet the obligations of the City during the year 2010 under the Grant Agreement has been lawfully appropriated by City Council for those purposes and is in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Section 5705.41 of the Revised Code.

Date: _____

Grantee
Fiscal Officer

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

Date: _____

Grantee
Legal Counsel

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2010 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT B

QUARTERLY WEIGHT REPORT

Type of Grant: Composting Makes Sense

Grantee: _____

Prepared By: _____

Year: _____

Quarter: _____

Date: _____

<u>Categories</u>	<u>Tons Recycled</u> (List in Tons ONLY)	<u>Outlet*</u>	<u>\$ Received</u>
A. Yardwaste/Composting	_____ tons	_____	\$ _____
TOTAL	_____ tons		\$ _____

* Please identify the business that accepts the yard waste material.

CERTIFICATION

The undersigned hereby certifies in accordance with Sections 1.02 and 2.01 of the Agreement made and entered into as of the _____ day of _____, 2010 by and between the Grant Recipient and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, that the above report is true and accurate.

Signature/Title

Date

EXHIBIT C

FUNDABLE EXPENSES

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Exhibit D

FY2010

STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE MANAGEMENT DISTRICT

GRANT APPLICATION COVER SHEET

(Recycling Makes Sense Program)
(Composting Makes Sense Program)

RECEIVED
STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE DISTRICT

Please print neatly or type.

DATE: October 7, 2009

COUNTY: Stark

PROPOSED PROJECT PERIOD: START DATE: 1-01-10 END DATE: 12-31-10

Please designate with an "X" the Grant Program from which you are requesting funding:

☐ RECYCLING MAKES SENSE

☒ COMPOSTING MAKES SENSE

APPLICANT NAME: City of Massillon

CHIEF EXECUTIVE OFFICER: Francis H. Cicchinelli, Jr., Mayor

CONTACT PERSON: Linda S. McGill, Col. Supervisor

TELEPHONE: (330) 830-1705 FAX: (330) 830-2686

E-MAIL: lmcgill@massillonohio.com

MAILING ADDRESS: City of Massillon, Waste Dept.

CITY, STATE & ZIP: One James Duncan Plz., Massillon, OH 44646

NAME OF PROGRAM/PROJECT: Yard Wst & Leaf Recycling Program

ADDRESS (if different from applicant):

2009 TOTAL PROGRAM BUDGET \$ 98,620.32

**AMOUNT OF GRANT REQUESTED ** \$ 35,000.00

** PLEASE NOTE: All FY2010 Recycling and Composting Makes Sense grants will be awarded in a rate per ton format in accordance with the FY2010 Rate Schedule included with this application and as stated in the current District plan provided by the Ohio Environmental Protection Agency. **

CITY OF MASSILLON

PROJECT NARRATIVE

2010 COMPOSTING MAKES SENSE

The City of Massillon is respectfully asking for assistance with the cost to implement our year round composting program. This program includes a drop-off site at our Recycling Center and our fall leaf recycling program. This composting program is quite costly to operate. The cost to run the program in 2010 is estimated at \$98,620.32. Any expenses not reimbursed by the Solid Waste District are paid directly out of our City's General Fund which is funded primarily by Income Tax revenue. There are no donations, contributions or any other funding received or available to the City for this expense. There is no City funding available to maintain the current level of composting services.

Our leaf recycling program begins mid October and runs until the end of December. This program operates for a minimum of nine (9) weeks. The funding received from the Solid Waste District will be used directly to pay wages, vehicle operating expenses and for the transporting of the leaves to a licensed compost site. Funding received will also pay Weisgarber Trucking for the containers they provide for our yard waste drop-off program and for them to transport the material to their site for recycling. Our year round drop-off for yard waste was a new addition to our Recycling Center for 2007.

Again, in 2009, the City of Massillon contracted with A. J. Diana & Sons in Massillon. We will transport all leaves to their facility for composting. The City transported 436 tons of leaves to Diana's in the fall of 2008. That is a significant savings of valuable landfill space.

Massillon's yard waste recycling program is under the direct supervision of our Operations Director, Mike Stevens. This program is a joint project which shares equipment from the Waste Department and staffing from the Street Department. Any invoices and expenses will be jointly reviewed by Mike Stevens and Linda McGill, Collections Supervisor. This entire project and all involved employees are under the direction of Michael Loudiana, the Director of Public Safety and Service for the City of Massillon

RECYCLED ITEM

Yard Waste

Leaves

CONTRACTOR

Weisgarber Trucking
11861 Moffit Rd. S.W.
Massillon, OH 44647

A. J. Diana & Sons, Inc.
1916 Erie St. NW
Massillon, OH 44646

BACKGROUND INFORMATION

County, City, Township or Village Population:

City - 32,200

Number of Households:

13,670

Area(s) Served by this Program/Project:

Massillon City

Population Served by this Program/Project:

32,200

Number of Employees or Volunteers that are directly involved in the Program/Project:

Employees 6

Volunteers 0

Days and Hours of Operation:

Mon-Fri 7 AM - 3:30 PM

Drop off avail 24/7

To avoid duplication of numbers and assist the District in the correct and accurate filing of recycling numbers to the Ohio EPA, please provide the total tonnage recycled in the first half of 2009 (January 1 - June 30).

Total Tonnage Recycled in the First Half of 2009:

188.51 tons

The District also needs to be aware of any amount paid out for recycled materials in the first half of 2009 (January 1 - June 3), if applicable:

Total Amount Paid Out for Recycled Materials
in the First Half of 2009 (if applicable)

\$ 0.00

<u>ITEMS</u>	2009 Program/Project <u>Budget</u>	2010 Program/Project <u>Budget</u>
IV. Capital Expenses*		
A. Building		
B. Building Improvements		
C. Equipment		
D. Furniture		
E. Land		
F. Vehicles		
G. Other Capital Expenses		
Total Capital Expenses	\$0.00	\$0.00
Total I. Personnel	\$59,492.45	\$59,620.32
Total II. Supplies	\$5,400.00	\$4,000.00
Total III. Purchased & Contracted Services	\$45,000.00	\$35,000.00
Total IV. Capital Expenses	\$0.00	\$0.00
TOTAL Program Budget	\$109,892.45	\$98,620.32

* Provide a brief explanation regarding the specific purpose of each proposed capital expense in the blank space above or on a separate sheet.

PROGRAM FUNDING SOURCES

(Proposed Revenues)

FY2010

I. Non-Capital Expenses	<u>Dollars</u>	<u>%</u>
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)	\$35,000.00	35%
Total Funding Sources for Non-Capital Expenses		
II. Capital Expenses	<i>PROPERTY HAS NO OTHER FUNDING AVAILABLE</i>	
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)		
Total Funding Sources for Capital Expenses	\$0.00	
TOTAL Funding Sources for <u>ALL Expenses</u>	\$35,000.00	35%

Total Funding Sources for All Expenses should equal the 2009 Total Program Budget (from pages 1 & 5)

RECYCLING PROFILE

Please provide a brief overview of your organization's recycling program. Address how the applicant is involved in promoting and participating in recycling in your area.

(See attached)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

CITY OF MASSILLON

RECYCLING PROFILE

2010 COMPOSTING MAKES SENSE

The City of Massillon offers a drop-off for yard waste at our Recycling Center during the hours of 7:00 AM to 3:30 PM . We also offer 24/7 drop-off sites for leaves during the fall season.

Our goal is to inform all residents and businesses located in Massillon of the recycling services available to them. We have updated our City's web page to showcase our recycling services. Our web site address for recycling is <http://massillonohio.com/recyclingcenter.htm>.

By informing our residents/businesses of these services, we hope to significantly increase our tonnage of items recycled.

DATE: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 2 – 2010

BY: ENVIRONMENTAL COMMITTEE

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

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

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program for 2010. 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.

**Stark-Tuscarawas-Wayne
Joint Solid Waste Management District**

Recycling Makes Sense Grant Program

2010 Rate Sheet

**DROP - OFF
PROGRAMS**

Base Rate = \$25/ton

Plus \$5.00 per ton

If the following three
requirements are met:

- #1 90% access rate for
residents in the county
- #2 Open 40 hours
per week
- #3 Collect at least five (5)
materials from list
provided in plan

Equals \$30.00 per ton

Plus \$5.00 per ton

If the following
requirement is met:

Collect at least seven (7)
materials from list
provided in plan

Equals \$35.00 per ton

Plus \$5.00 per ton

If the following
requirement is met:

Average of 20 pounds per resident in 2007
Average of 25 pounds per resident in 2008
Average of 30 pounds per resident in 2009

Equals \$40.00 per ton

**SUBSCRIPTION
CURBSIDE PROGRAM**

Base Rate = \$25/ton

**NON - SUBSCRIPTION
CURBSIDE PROGRAMS**

Base Rate = \$25/ton

Plus \$10.00 per ton

If the following three
requirements are met:

- #1 90% access rate for
residents in the county
- #2 Collection one (1) time
per week
- #3 Collect at least five (5)
materials from list
provided in plan

Equals \$35.00 per ton

Plus \$5.00 per ton

If the following
requirement is met:

Collect at least seven (7)
materials from list
provided in plan

Equals \$40.00 per ton

Plus \$5.00 per ton

If the following
requirement is met:

Average of 40 pounds per resident in 2007
Average of 50 pounds per resident in 2008
Average of 60 pounds per resident in 2009

Equals \$45.00 per ton

All recycling programs are required to meet the first three requirements
before receiving additional funding for the requirements listed below them

2010 RECYCLING MAKES SENSE GRANT

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

THIS AGREEMENT is made and entered into this 1st day of January, 2010 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

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

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

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

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

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

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

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

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

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2010 Grant at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (see section v below) for the Grant Purposes as stated in the subject application attached as Exhibit D, payable as follows:

- (i) At the end of the first quarter in accordance with Section 2.01 for the period ending March 31, 2010, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (ii) At the end of the second quarter in accordance with Section 2.01 for the period ending June 30, 2010, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (iii) At the end of the third quarter in accordance with Section 2.01 for the period ending September 30, 2010, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (iv) At the end of the fourth quarter in accordance with Section 2.01 for the period ending December 31, 2010, the Grantee will be paid \$25.00 per ton of recycled materials plus incentives (see section v below) pursuant to Section V of the Plan.
- (v) Incentives are defined in the District's Solid Waste Management Plan as:
 - (a) Drop-off Recycling Programs that demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities and are open at least 40 hours per week will receive an additional \$5.00 per ton.
 - (b) Non-Subscription Curbside Recycling Programs that offer collection service at least one time per week and demonstrate that at least 90% of the residential sector population in its county have access to recycling opportunities will receive an additional \$10.00 per ton.
 - (1) These programs must provide for the collection of at least 5 materials chosen from the following list: old corrugated cardboard, mixed paper, newspaper, glass containers, HHW, yard waste, wood packaging and pallets, scrap tires, steel containers, aluminum containers, plastic containers, lead acid batteries, used motor oil, textiles, and major appliances.
 - (2) These programs will receive an additional \$5.00 per ton if they provide for the collection of a minimum of seven materials selected from the list hereinabove.

(3) Curbside programs that can demonstrate a performance standard in 2009 of diverting 40 pounds of recyclables per person will receive an additional \$5.00 per ton. Drop off programs will be paid an additional \$5.00 pr ton if they demonstrate a performance standard of diverting 20 pounds of recyclables per person in 2009.

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

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

1.02 The Grantee agrees not to expend, without the prior written consent of the District, any monies disbursed to it as proceeds of the 2010 Grant for any purpose other than to pay or reimburse direct or indirect costs incurred by the Grantee that are reasonably allocable to the performance in 2010 of the Grant Purposes as stated in the subject application attached as Exhibit E, including, properly allocable direct and indirect personnel, equipment and office costs and expenses. The purchase, ownership, use, disposition and insurance of equipment by the Grantee with 2010 Grant funding from the District shall also be subject to the provisions of Section 4.

1.03 Any moneys disbursed or to be disbursed to the Grantee under this Agreement that have not been expended or encumbered for expenditure and accounted for to the District, as of December 31, 2010, for the performance in 2010 of Grant Purposes as stated in the subject application attached as Exhibit D, shall be repaid to the District no later than March 1, 2011, unless specifically addressed in writing by the District. The provisions of this paragraph 1.03 of Section 1 shall survive the termination of this Agreement.

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

Section 2. Quarterly Reports; Program Accountability

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

Reports due on April 30, 2010 (for reporting period of January 1 – March 31, 2010)

Reports due on July 31, 2010 (for reporting period of April 1 – June 30, 2010)

Reports due on October 31, 2010 (for reporting period of July 1 – September 30, 2010)

Reports due on January 31, 2011 (for reporting period of October 1 – December 31, 2010)

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

Section 3. Grant Funded Vehicles and Equipment

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

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

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

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

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

Section 5. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

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

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

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

Section 6. Liability Indemnification

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

Section 7. Termination; Repayment to the District

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

7.02 The Grantee shall repay to the District, on the effective date of any termination, the balance in the Solid Waste Assistance Account subject to the provisions below. The Grantee may retain a portion of the balance in the Solid Waste Assistance Account equal to any amount which is encumbered for the payment of non-cancelable obligations properly incurred by the Grantee for the performance in 2010 of the Grant Purposes prior to its receipt or giving of notice of termination, provided however that the Grantee shall provide to the District a complete accounting of any such amounts including the names and contact information for the relevant contracting parties. If the Grantee shall retain any portion of the Solid Waste Assistance Account under this Section 7, the Grantee shall waive any and all claims it may have against the District or the Board of Directors with reference to the obligation for which it retains sums and the Grantee hereby agrees to hold the District and Board of Directors harmless from any liabilities arising under such obligations.

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

Section 8. Notices

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

If to the Grantee:

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

If to the District:

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

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

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

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

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

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

Section 10. Integration and Binding Effect

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

Section 11. Amendments, Changes and Modifications

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

Section 12. Counterparts

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

Section 13. Severability

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

Section 14. Construction

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

Section 15. Captions and Headings

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

Section 16. Laws of State Govern

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

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

GRANTEE: City of Massillon

Signature & Title

Date

Signature & Title

Date

STARK-TUSCARAWAS-WAYNE JOINT SOLID WASTE MANAGEMENT DISTRICT

Signature & Title

Chairperson, Board of Directors

Date

CERTIFICATE

As Fiscal Officer of the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, I certify that the money required to meet the obligations of the District during the year 2010 under the Grant Agreement to which this Certificate is attached has been lawfully appropriated by the Board of Directors of the District for such purposes and is in the treasury of the District or is in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____

Treasurer
Stark-Tuscarawas-Wayne Joint Solid
Waste Management District

EXHIBIT A

QUARTERLY INCOME AND EXPENSE REPORT

Year of _____
Type of Grant: Recycling Makes Sense
Grantee: _____
Quarter: _____
Prepared By: _____
Date: _____
Phone: _____ E-mail: _____

INCOME

2010 District Grant (received during the quarter being reported) \$ _____
Local Money _____
Other Income _____
Other Income _____
Other Income _____

TOTAL INCOME

\$ _____

EXPENSES

I. Personnel

A. Salaries

B. Benefits

Total Personnel

\$ _____
\$ _____

II. Supplies

A. General Administration Supplies

B. Motor Vehicle Fuel, Supplies & Parts

C. Printed Materials & Information

D. Other Supplies*

Total Supplies

\$ _____
\$ _____
\$ _____

*Itemize on a separate sheet

III. Purchased & Contracted Supplies

- A. Communications & Publicity
- B. Insurance
- C. Professional Services
- D. Property Maintenance, Repair & Security
- E. Rents/Leases
- F. Travel & Meeting Expenses
- G. Utilities
- H. Other Purchased & Contracted Services*

\$ _____

Total Purchased & Contracted Services \$ _____

IV. Capital Expenses

- A. Buildings
- B. Building Improvements
- C. Equipment
- D. Furniture
- E. Land
- F. Vehicles
- G. Other Capital Expenses*

\$ _____

Total Capital Outlays

\$ _____

Total Personnel

Total Supplies

Total Purchased & Contracted Services

Total Capital Expenses

Sub-Total of Expenses

\$ _____

OTHER EXPENSES (Buy Back Centers Only)

Amount Paid Out for Recyclables

\$ _____

TOTAL EXPENSES

\$ _____

*Itemize on a separate sheet

EXHIBIT B **QUARTERLY WEIGHT REPORT**

Year of _____

Type of Grant: Recycling Makes Sense

Grantee: _____

Quarter: _____

Prepared By: _____

Date: _____

Categories

Tons Recycled
 (List in Tons ONLY)

Outlet*

\$ Received

A. Aluminum

1. Cans
2. Siding
3. Other (Specify):

Total Aluminum

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____ tons	_____	\$ _____

B. Bimetal Cans

_____ tons	_____	\$ _____
------------	-------	----------

C. Glass

1. Clear
2. Brown
3. Green
4. Other (Specify):

Total Glass

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____ tons	_____	\$ _____

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

Categories**Tons Recycled**
(List in Tons ONLY)**Outlet*****\$ Received****D. Plastics**

1. PETE (1#, i.e. 2-liter bottles)
2. HDPE (#2, i.e. milk jug)
3. Polystyrene
4. PVC
5. Other (Specify):

Total Plastics

tons

\$

E. Paper Products

1. Newsprint
2. Office
3. Computer
4. Corrugated
5. Magazines
6. Other (Specify):

Total Paper Products

tons

\$

F. Wood

1. Pallets
2. Other (Specify):

Total Wood

tons

\$

G. Tires

tons

\$

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

<u>Categories</u>	<u>Tons Recycled</u> (List in Tons ONLY)	<u>Outlet*</u>	<u>\$ Received</u>
H. White Goods (Appliances)	_____ tons	_____	\$ _____
I. Metals			
1. Ferrous	_____	_____	_____
2. Nonferrous	_____	_____	_____
Total Metals	_____ tons	_____	\$ _____
J. Batteries			
1. Lead Acid	_____	_____	_____
2. Dry Cell	_____	_____	_____
3. All Batteries	_____	_____	_____
Total Batteries	_____ tons	_____	\$ _____
K. Co-Mingled	_____ tons	_____	\$ _____
L. Yard Waste/Composting	_____ tons	_____	\$ _____
M. Other (Specify):			
_____	_____ tons	_____	\$ _____
_____	_____ tons	_____	\$ _____
TOTAL	_____ tons	_____	\$ _____

CERTIFICATION

The undersigned hereby certifies in accordance with Sections 1.02 and 2.01 of the Agreement made and entered into as of the ____ day of _____, 2010 by and between the Grant Recipient and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, that the above report is true and accurate.

Signature/Title

Date

*Please ID the business that accepts or buys your recyclables. If more than one business accepts the same category, please list approximate recycled tonnage for each business. Please attach a copy of all weight slips provided to you by the business or recycling center that accepts your recyclables.

EXHIBIT C

Fundable Expenses

Advertising & Printing:

- Develop, produce and/or place newspaper, magazine, bill board, bus card, movie theater trailers, radio, television and other forms of advertising.
- Produce, print and distribute (including postage) brochures, banners or other awareness materials; purchase and process film; produce informational videos
- Produces printed publicity for education resource material, competition guidelines and other materials used in competitions
- Special event booth rental, educational entertainment and parade float construction costs

Contracts:

Contracts over the costs of necessary for services of public or private contractors to implement an activity. Allowable contract costs include, but are not limited to:

- Implementing activities with community outreach components, including web site development regarding source reduction, recycling and litter prevention
- Research and surveys associated with social marketing to determine barriers and motivations for public participation in recycling and litter prevention
- Collection, storing, processing and/or transporting recyclables, or leasing or renting equipment used to collect, store, process and/or transport recyclables

Equipment:

Typically, 'equipment' is defined as durable goods-generally, non-expendable items that last more than a year. Grantees must maintain own and inventory all equipment costing \$300 or more. Equipment included such items as:

- Slide, overhead and video projectors, 35 mm, digital photo and video cameras and durable education tools, molds, etc.
- Construction or purchase of materials to update portable displays
- Purchase Microsoft Windows-compatible computers, peripherals and hardware upgrades
- Purchase, lease or lease-to-purchase vehicles utilized in approved activities
- Purchase, upgrade and repair equipment used to collect, store, process and/or transport recyclables including collection vehicles, containers, prefabricated container pads and/or hardware, hand trucks, reusable liners, conveyors and balers

If any 'recycling equipment' will be placed on private property, the grantee must have a use agreement with the private property owner for the entire grant period, and the equipment will remain the property of the grantee.

Fringes:

- Workers' compensation, unemployment compensation, public employees retirement, social security, medical insurance and hospitalization for that portion of employee salaries dedicated to implement grant-funded activities

Overhead:

- Miscellaneous support items and office supplies as well as clerical support services used to directly implement an activity (for example, monthly office long distance phone bills and monthly office Internet access charges).

Salaries:

- That portion of staff wages dedicated to implement grant-funded activities

Service Fees:

- Lease facilities utilized in recycling activities.
- Landfill and/or transfer station disposal fees for litter collected in a litter collection activity

Supplies:

Typically, 'Supplies' refers to expendable items that last less than one year or are depleted within one year.

- Purchase or rent materials such as books, worksheets, videos, slide programs, copyrights, trade publication subscriptions and other items used in classroom presentations or teacher workshops
- Materials to update portable displays, recycled-contents product samples, paper, poster board, paint, brushes, markers, audio/video tape and related expendable office supplies
- Windows XP Professional, Microsoft Windows 2000 or compatible computer software that supports the latest professional version
- Tools, first-aid supplies and safety supplies such as highway safety signs, cones, hard hats and vests
- Curbside, office/facility and other recycling containers, trash bags, recycling container liners, as well as bags, tags, stickers and other bag and container identifiers
- Materials needed to make site improvements

Travel & Expenses:

- Either lease maintenance, fuel or insurance or actual mileage expense at \$.30 per mile, but not both, for vehicles used in program activities
- Transportation, meals, lodging, conference room rental, parking and registration fees for source reduction, recycling, litter prevention and other grant-related meetings, training, workshops and conferences.

Other:

- Liability insurance for grant-funded personnel, equipment and activities
- Gift certificates, awards and other recognition certificates.
- Promotional items such as decals, patches, buttons, pencils, pens, T-shirts, magnets, car litter bags, etc.
- Signs for litter collection and recycling efforts
- Purchase, lease, lease-to-purchase or build buildings utilized in approved activities and any improvements made to such building
- Annual membership dues for source reduction, recycling, litter prevention, environmental education and other grant-related organizations such as the Organization of Solid Waste Districts of Ohio (OSWDO), the Solid Waste Association of North America (SWANA), the Ohio Association of Litter Prevention & Recycling Professionals (OALPRP), the Eastern Ohio Solid Waste Professionals (EOSWP), the National Recycling Coalition (NRC) and Keep America Beautiful (KAB).

All other related expenses not included on this list must be preapproved in writing by the District.

Exhibit D

FY2010

STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE MANAGEMENT DISTRICT

GRANT APPLICATION COVER SHEET

(Recycling Makes Sense Program)
(Composting Makes Sense Program)

Please print neatly or type.

DATE: October 7, 2009

COUNTY: Stark

PROPOSED PROJECT PERIOD: START DATE: 1-01-09 END DATE: 12-31-09

Please designate with an "X" the Grant Program from which you are requesting funding:

☒ RECYCLING MAKES SENSE

☐ COMPOSTING MAKES SENSE

APPLICANT NAME: City of Massillon

CHIEF EXECUTIVE OFFICER: Francis H. Cicchinelli, Jr., Mayor

CONTACT PERSON: Linda S. McGill, Col. Supervisor

TELEPHONE: (330) 830-1705

FAX: (330) 830-2686

E-MAIL: lmcgill@massillonohio.com

MAILING ADDRESS: City of Massillon, Waste Dept.

CITY, STATE & ZIP: One James Duncan Plz., Massillon, OH 44646

NAME OF PROGRAM/PROJECT: Massillon Recycling Program

ADDRESS (if different from applicant): 401 Walnut Rd. SW, Massillon, OH 44647

2009 TOTAL PROGRAM BUDGET \$ 2,000.00

**AMOUNT OF GRANT REQUESTED ** \$ 2,000.00

** PLEASE NOTE: All FY2010 Recycling and Composting Makes Sense grants will be awarded in a rate per ton format in accordance with the FY2010 Rate Schedule included with this application and as stated in the current District plan provided by the Ohio Environmental Protection Agency. **

PROJECT NARRATIVE

The Project Narrative is limited to two pages. The primary purpose of the narrative is to provide additional information on the implementation of the program or project. The narrative should describe the nature of the program or project and how it will be implemented, when and where the program or project will take place, who will carry out the program or project and how this program or project will help the District achieve Goals 1 - 5 stated on the "Grant Application Instructions"

The narrative may also be used to provide additional justification for line item expenditures identified in the Budget Details.

Please include in your narrative, the name of the entity or business that collects your recyclables (if applicable).

(See Attached)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

CITY OF MASSILLON

PROJECT NARRATIVE

2010 RECYCLING MAKES SENSE

The City of Massillon is respectfully asking for assistance with the cost of operating our Recycling Center. The estimated cost of operating the center for 2010 is \$2,000.00. This expense will be primarily the cost of disposal of tires, appliances and scrap metal from our Recycling Center. Any expenses not reimbursed by the Solid Waste District would be paid directly out of our City's General Fund which is funded primarily by Income Tax revenue. There are no donations, contributions or any other funding received or available to the City for this expenses.

The City of Massillon extended hours of operation and expanded services for Recycling. The Recycling Center is now open from 7:00 AM to 3:30 PM, Monday through Friday. We are now accepting yard waste and tires year round. We also added another drop-off site for recyclables (serviced by the Solid Waste District) on the west side of Massillon at Wampler Park.

Through the promotion and operation of a successful recycling effort involving Massillon residents, our recycling program benefits the Joint Solid Waste District by providing an accessible drop-off site for recyclables, which ultimately preserves valuable landfill space.

The Recycling Center and all involved employees are under the direction of Michael Loudiana, the Director of Public Safety and Service for the City of Massillon.

Recycled Item

Contractor

Tires

C-N-C Wholesale
1300 S Erie St
Massillon, OH 44646

Appliances

Warmington Recycling
780 Warmington Rd
Navarre, OH 44662

BUDGET DETAILS

<u>ITEMS</u>	2009 Program/Project <u>Budget</u>	2010 Program/Project <u>Budget</u>
I. Personnel		
A. Salaries	\$4,219.20	\$0.00
B. Benefits	2,025.22	0.00
Total Personnel	\$6,244.42	\$0.00
II. Supplies		
A. General Administration Supplies		
B. Vehicle Fuel, Supplies & Parts		
C. Printed Materials & Information		
D. Other Supplies*		
Total Supplies	\$0.00	\$0.00
III. Purchased & Contracted Services		
A. Communication & Publicity		
B. Insurance		
C. Professional Services	2,000.00	2,000.00
D. Property Maintenance, Repair & Security		
E. Rents/Leases		
F. Travel & Meeting Expenses		
G. Utilities		
H. Other Purchased & Contracted Services*		
Total Purchased & Contracted Services	\$2,000.00	\$2,000.00

* Itemize on a separate sheet.

<u>ITEMS</u>	<u>2009</u> <u>Program/Project</u> <u>Budget</u>	<u>2010</u> <u>Program/Project</u> <u>Budget</u>
IV. Capital Expenses*		
A. Building		
B. Building Improvements		
C. Equipment		
D. Furniture		
E. Land		
F. Vehicles		
G. Other Capital Expenses		
Total Capital Expenses	\$0.00	\$0.00
Total I. Personnel	\$6,244.42	\$0.00
Total II. Supplies	\$0.00	\$0.00
Total III. Purchased & Contracted Services	\$2,000.00	\$2,000.00
Total IV. Capital Expenses	\$0.00	\$0.00
TOTAL Program Budget	\$2,000.00	\$2,000.00

* Provide a brief explanation regarding the specific purpose of each proposed capital expense in the blank space above or on a separate sheet.

PROGRAM FUNDING SOURCES

(Proposed Revenues)

FY2010

I. Non-Capital Expenses	<u>Dollars</u>	<u>%</u>
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)	\$2,000.00	100
Total Funding Sources for Non-Capital Expenses	\$2,000.00	100
II. Capital Expenses		
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)		
Total Funding Sources for Capital Expenses	\$0.00	
TOTAL Funding Sources for <u>ALL Expenses</u>	\$2,000.00	100

Total Funding Sources for All Expenses should equal the 2009 Total Program Budget (from pages 1 &5)

RECYCLING PROFILE

Please provide a brief overview of your organization's recycling program. Address how the applicant is involved in promoting and participating in recycling in your area.

(See Attached)

(See Attached)

CITY OF MASSILLON

RECYCLING PROFILE

2010 RECYCLING MAKES SENSE

The City of Massillon's Recycling Center is open Monday through Friday, 7:00 AM to 3:30 PM. We are currently accepting aluminum and metal cans, plastic, paper, glass, yard waste and tires at our City operated Recycling Center. We also have two (2) drop-off sites. All of these sites are serviced by the Solid Waste District. The City of Massillon will use this grant to defray the cost of the disposal of tires, appliances and scrap metal.

Our goal is to inform all residents and businesses located in Massillon of the recycling services available to them. We have updated our City's web page to showcase our recycling services. Our web site address for recycling is <http://massillonohio.com/recyclingcenter.htm>.

By informing our residents/businesses of the additional services, we hope to significantly increase our tonnage of items recycled.

STATEMENT OF ACKNOWLEDGEMENT
END OF TRANSITION FUNDING

(Recycling Makes Sense Program)
(Composting Makes Sense Program)

The undersigned acknowledges that he or she has been informed that all FY2010 Recycling Makes Sense and Composting Makes Sense grant funding will be calculated and paid based solely on the weights of the recyclable and compostable materials reported and in accordance with the attached rate schedule(ss), as applicable. No transition funding will be paid in FY 2010.

Linda S. McGill

Name of Authorized Representative *(Please type or print)*

Collections Supervisor

Title of Authorized Representative *(Please type or print)*



Signature

10-8-09

Date

APPLICATION CERTIFICATION

The undersigned certifies that he or she is authorized by the governing or corporate body of the applicant to represent the Applicant in both requesting and accepting the proposed grant funds and to the best of his or her knowledge the information contained in this application is correct.

The undersigned acknowledges that should the proposed grant funding be approved, the Applicant will be required to enter into a funding agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District. The funding agreement will require the submission of documentation relative to the use of grant funds, including quarterly fiscal and technical reports detailing the operation of the program or project.

Linda S. McGill

Name of Authorized Representative (*Please type or print*)

Collections Supervisor

Title of Authorized Representative (*Please type or print*)



Signature

10-8-09

Date

**If filling this application on the computer, print the application and then sign and date. An original signed copy is required.*

Mail or hand deliver the grant application to the following address (Applications must be postmarked no later than Thursday, October 1, 2009)

Stark-Tuscarawas-Wayne Joint Solid Waste Management District
9918 Wilkshire Blvd., N.E.
Bolivar, Ohio 44612

DATE: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

ORDINANCE NO. 3 - 2010

1st reading
2nd reading 1/19
passed 4/2
LEGISLATIVE DEPARTMENT

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 101 – 1975 by repealing Section 8, paragraphs (f)(1) and (f)(6), and enacting new Section 8, paragraphs (f)(1) and (f)(6), 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. 101 – 1975 by deleting paragraphs (f)(1) and (f)(6) of existing Section 8, paragraph (f) and replacing them with the following new amended sections

Section 1: Effective October 15, 1975, the City of Massillon will pay the full cost of the hospitalization insurance expense to provide coverage for each eligible city employee. The City of Massillon will also provide a \$10,000.00 life insurance policy for each eligible city employee.

Sections (2)(3)(4)(5)(7) and (8) remain the same.

Section 6: Each employee assuming his position after April 15, 1975, who meets the eligibility requirements as hereinabove established and who has served a six (6) months waiting period may enroll in said insurance programs and when enrolled after the six (6) month waiting period shall be entitled to the benefits provided by this ordinance. The waiting period does not apply to employees of the Massillon Municipal Courts or employees of the Massillon Clerk of Courts, as they are not "city employees" as defined herein, and their appointing authority does not wish to be bound by this requirement.

Section 2:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary to omit the waiting period for employees under the direction of the Massillon Municipal Courts and the Massillon Clerk of Courts. 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 _____, 2010

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

passed

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 4 - 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE adopting temporary appropriations for the operating and capital expenditures of the City of Massillon, Ohio, for fiscal year 2010, 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, adopts and approves temporary appropriations effective January 1, 2010 for the capital and operating expenditures of the City of Massillon, Ohio, for the first 91 days of the fiscal year ending December 31, 2010, pursuant to Ohio Revised Code Section 5705.38, which appropriations and legal level of control are set forth on Exhibit A.

Section 2:

The Auditor of the City of Massillon, Ohio, is hereby authorized and directed to draw her warrants on the Treasurer for payment from any of the foregoing appropriations upon proper certification and vouchers approved by any board or officers authorized by law to approve the same or any ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed in accordance with law or ordinance.

Section 3:

The Auditor of the City of Massillon, Ohio, is hereby authorized to execute the interfund transfers outlined in Exhibit A and to draw her warrants upon receipt of vouchers duly approved by the property departmental authority.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to obtain immediate passage of the temporary appropriations for fiscal year 2010 in order to fund and conduct the business of the various city departments effective January 1, 2010. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

Exhibit "A"

<u>Acct.#</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>COUNCIL</u>				
1100.105.2110	Council Salary.....	\$ 17,964.75		
1100.105.2111	Council Clerk Salary.....	9,907.43		
1100.105.2210	Health/Life.....	1,500.00		
1100.105.2230	P.E.R.S.....	5,000.00		
1100.105.2231	City Share Medicare.....	408.58		
1100.105.2389	Travel/Seminar/School.....	0.00		
1100.105.2392	Services/Contracts.....	5,000.00		
1100.105.2410	Supplies/Materials/Postage.....	200.00		
	TOTAL COUNCIL.....		\$ 39,980.76	
<u>MAYOR</u>				
1100.110.2110	Mayor Salary.....	\$ 15,854.00		
1100.110.2111	Mayor Adm. Asst. Salary.....	19,878.00		
1100.110.2210	Health/Life.....	7,500.00		
1100.110.2230	P.E.R.S.....	5,200.00		
1100.110.2231	City Share Medicare.....	150.00		
1100.110.2389	Travel/Seminar/School.....	- 0 -		
1100.110.2392	Services/Contracts.....	7,100.00		
1100.110.2410	Supplies/Materials/Postage.....	275.00		
	TOTAL MAYOR.....		\$ 55,957.00	
<u>LAW DIRECTOR</u>				
1100.115.2110	Law Director Salary.....	\$ 11,219.00		
1100.115.2111	Law Director Clerk Salary.....	103,571.00		
1100.115.2210	Health/Life.....	18,000.00		
1100.115.2230	P.E.R.S.....	16,415.00		
1100.115.2231	City Share Medicare.....	1,700.00		
1100.115.2317	Bond.....	100.00		
1100.115.2389	Travel/Seminar/School.....	175.00		
1100.115.2392	Services/Contracts.....	1,500.00		
1100.115.2410	Supplies/Materials/Postage.....	875.00		
	TOTAL LAW DIRECTOR.....		\$ 153,555.00	

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>DOMESTIC VIOLENCE GRANT</u>				
1100.116.2111	Salary.....	\$ 52,752.00		
1100.116.2210	Health/Life.....	4,500.00		
1100.116.2230	P.E.R.S.....	7,386.00		
1100.116.2231	City Share Medicare.....	765.00		
1100.116.2270	Worker's Comp.....	2,615.00		
1100.116.2389	Travel/Seminar/School.....	201.00		
1100.116.2392	Contracted Services.....	5,000.00		
1100.116.2410	Supplies/Materials/Postage.....	5,000.00		
	TOTAL DOMESTIC VIOLENCE GRANT.....		\$ 78,219.00	

MUNICIPAL COURT

1100.125.2110	Judges Salary.....	\$ 75,024.00		
1100.125.2111	Muni Court Staff Salary.....	331,808.00		
1100.125.2112	Sub-Judge Salary.....	10,000.00		
1100.125.2210	Health/Life.....	96,000.00		
1100.125.2230	P.E.R.S.....	56,956.00		
1100.125.2231	City Share Medicare.....	5,899.00		
1100.125.2389	Travel/Seminar/School.....	10,000.00		
1100.125.2392	Services/Contracts.....	75,000.00		
1100.125.2410	Supplies/Materials/Postage.....	35,000.00		
	TOTAL MUNICIPAL COURT.....		\$ 695,687.00	

CLERK OF COURT

1100.130.2110	Clerk of Court Salary.....	\$ 58,200.00		
1100.130.2111	Deputy Clerks Salary.....	826,878.00		
1100.130.2150	Accumulated Sick Leave.....	36,000.00		
1100.130.2210	Health/Life.....	220,800.00		
1100.130.2230	P.E.R.S.....	123,911.00		
1100.130.2231	City Share Medicare.....	12,834.00		
1100.130.2317	Bond.....	275.00		
1100.130.2389	Travel/Seminar/School.....	5,000.00		
1100.130.2392	Services/Contracts.....	18,000.00		
1100.130.2396	Drawer Change Acct.....	500.00		
1100.130.2410	Supplies/Materials/Postage.....	80,000.00		
	TOTAL CLERK OF COURT.....		\$ 1,382,398.00	

BAILIFF

1100.135.2111	Bailiff Salary.....	\$ 340,160.00		
1100.135.2210	Health/Life.....	86,400.00		
1100.135.2230	P.E.R.S.....	47,622.00		
1100.135.2231	City Share Medicare.....	4,932.00		
1100.135.2317	Bond.....	3,500.00		
1100.135.2389	Travel/Seminar/School.....	2,500.00		
1100.135.2392	Services/Contracts.....	5,500.00		
1100.135.2410	Supplies/Materials/Postage.....	7,000.00		
1100.135.2430	Gas & Oil.....	8,100.00		
	TOTAL BAILIFF.....		\$ 505,714.00	

PLANNING COMMISSION

1100.140.2111	Steno Salary.....	\$ 547.25		
1100.140.2230	P.E.R.S.....	77.00		
1100.140.2410	Supplies/Materials/Postage.....	60.00		
1100.140.2720	Refunds.....	- 0 -		
	TOTAL PLANNING COMMISSION.....		\$ 684.25	

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>CIVIL SERVICE</u>				
1100.150.2110	Commission Salary.....	\$ 2,383.00		
1100.150.2111	Adm. Asst. Salary.....	- 0 -		
1100.150.2210	Health/Life.....	- 0 -		
1100.150.2230	P.E.R.S.....	335.00		
1100.150.2231	City Share Medicare.....	35.00		
1100.150.2389	Travel/Seminar/School.....	-0-		
1100.150.2392	Services/Contracts.....	575.00		
1100.150.2410	Supplies/Materials/Postage.....	500.00		
	TOTAL CIVIL SERVICE COMMISSION.....		\$ 3,828.00	
<u>EMPLOYEES BENEFITS DEPARTMENT</u>				
1100.155.2110	Salary-Benefits Clerk.....	\$		
1100.155.2230	P.E.R.S.....	- 0 -		
1100.155.2231	City Share Medicare.....	- 0 -		
1100.155.2389	Travel/Seminar/School.....	0.00		
1100.155.2392	Services/Contracts.....	3,700.00		
1100.155.2410	Supplies/Materials/Postage.....	175.00		
	EMPLOYEES BENEFITS DEPARTMENT.....		\$ 3,875.00	
<u>SERVICE DEPARTMENT</u>				
1100.160.2110	Director Salary.....	\$ 17,485.00		
1100.160.2210	Health/Life.....	3,000.00		
1100.160.2230	P.E.R.S.....	2,500.00		
1100.160.2231	City Share Medicare.....	255.00		
1100.160.2389	Travel/Seminar/School.....	125.00		
1100.160.2392	Services/Contracts.....	250.00		
1100.160.2410	Supplies/Materials/Postage.....	270.00		
1100.160.2430	Gas & Oil.....	186.00		
	TOTAL SERVICE DEPARTMENT.....		\$ 24,071.00	
<u>EEO DEPARTMENT</u>				
1100.175.2112	Director Salary.....	\$ 1,850.00		
1100.175.2210	Health/Life.....	- 0 -		
1100.175.2230	P.E.R.S.....	259.00		
1100.175.2231	City Share Medicare.....	29.00		
1100.175.2389	Travel/Seminar/School.....	18.00		
1100.175.2392	Services/Contracts.....	.00		
1100.175.2410	Supplies/Materials/Postage.....	81.00		
	TOTAL EEO DEPARTMENT.....		\$ 2,237.00	
<u>AUDITOR</u>				
1100.205.2110	Auditor's Salary.....	\$ 12,823.00		
1100.205.2111	Deputy Auditors Salary.....	40,000.00		
1100.205.2210	Health/Life.....	13,500.00		
1100.205.2230	P.E.R.S.....	7,395.00		
1100.205.2231	City Share Medicare.....	766.00		
1100.205.2317	Bond.....	200.00		
1100.205.2389	Travel/Seminar/School.....	138.00		
1100.205.2392	Services/Contracts.....	16,000.00		
1100.205.2410	Supplies/Materials/Postage.....	3,000.00		
	TOTAL AUDITOR.....		\$ 93,822.00	

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>INCOME TAX</u>				
1100.210.2111	Income Tax Staff Salary.....\$	35,000.00		
1100.210.2210	Health/Life.....	7,800.00		
1100.210.2230	P.E.R.S.....	4,900.00		
1100.210.2231	City Share Medicare.....	508.00		
1100.210.2389	Travel/Seminar/School.....	0.00		
1100.210.2391	Web Page.....	7,119.00		
1100.210.2392	Services/Contracts.....	26,350.00		
1100.210.2410	Supplies/Materials/Postage.....	7,650.00		
1100.210.2430	Gas & Oil.....	100.00		
1100.210.2720	Refunds.....	80,000.00		
1100.210.2721	S.D. Refunds.....	60,159.00		
	TOTAL INCOME TAX DEPARTMENT.....		\$ 229,586.00	

<u>TREASURER</u>				
1100.215.2110	Treasurer Salary.....\$	3,171.00		
1100.215.2111	Temporary Help.....	125.00		
1100.215.2210	Health/Life.....	4,062.00		
1100.215.2230	P.E.R.S.....	445.00		
1100.215.2231	City Share Medicare.....	46.00		
1100.215.2317	Bond.....	200.00		
1100.215.2389	Travel/Seminar/School.....	100.00		
1100.215.2392	Services/Contracts.....	375.00		
1100.215.2410	Supplies/Materials/Postage.....	125.00		
	TOTAL TREASURER.....		\$ 8,649.00	

POLICE DEPARTMENT

1100.305.2110	Police Salary.....\$	779,000.00		
1100.305.2111	Steno Staff Salary.....	18,000.00		
1100.305.2114	Animal Control Officer.....	10,800.00		
1100.305.2119	Police Comp Paid.....	50,000.00		
1100.305.2119	Police Overtime Paid.....	37,500.00		
1100.305.2210	Health/Life.....	188,000.00		
1100.305.2230	P.E.R.S.....	4,700.00		
1100.305.2231	City Share Medicare.....	11,713.00		
1100.305.2260	Accrued Liability.....	13,000.00		
1100.305.2280	Uniform Alliance.....	13,861.00		
1100.305.2375	Central Dispatch-Police Share.....	102,405.00		
1100.305.2389	Travel/Seminar/School.....	2,925.00		
1100.305.2392	Services/Contracts.....	10,000.00		
1100.305.2410	Supplies/Materials/Postage.....	11,000.00		
1100.305.2430	Gas & Oil.....	17,500.00		
1100.305.2530	Safety Equipment.....	7,500.00		
1100.305.2590	Leases.....	- 0 -		
1100.305.2710	Disability & Pension Transfer.....	280,000.00		
	TOTAL POLICE DEPARTMENT.....		\$ 1,557,904.00	

SPECIAL INVESTIGATIONS

1100.315.2387	Futherance of Justice.....\$			
1100.315.2410	Supplies/Materials/Postage.....			
	TOTAL SPECIAL INVESTIGATIONS.....		\$ -0-	
	TOTAL POLICE & SPEC. INVEST. DEPARTMENT...		\$ 1,557,904.00	

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>FIRE DEPARTMENT</u>				
1100.325.2110	Fire Salary.....	\$ 612,500.00		
1100.325.2118	Fire Comp Time Paid.....	25,000.00		
1100.325.2119	Fire Overtime Paid.....	7,500.00		
1100.325.2210	Health/Life.....	153,000.00		
1100.325.2231	City Share Medicare.....	9,400.00		
1100.325.2260	Accrued Liability.....	11,000.00		
1100.325.2280	Uniform Allowance.....	9,475.00		
1100.325.2375	Central Dispatch-Fire Share.....	43,881.00		
1100.325.2389	Travel/Seminar/School.....	2,000.00		
1100.325.2391	Funeral Expenses.....	500.00		
1100.325.2392	Services/Contracts.....	8,750.00		
1100.325.2410	Supplies/Materials/Postage.....	6,250.00		
1100.325.2430	Gas & Oil.....	3,750.00		
1100.325.2530	Safety Equipment.....	8,000.00		
1100.325.2710	Disability & Pension Transfer.....	320,788.00		
	TOTAL FIRE DEPARTMENT.....		\$ 1,221,794.00	

ENGINEERING DEPARTMENT

1100.405.2110	Engineering Salary.....	\$ 28,000.00		
1100.405.2210	Health/Life.....	6,000.00		
1100.405.2230	P.E.R.S.....	3,920.00		
1100.405.2231	City Share Medicare.....	406.00		
1100.405.2389	Travel/Seminar/School.....	650.00		
1100.405.2392	Services/Contracts.....	2,000.00		
1100.405.2410	Supplies/Materials/Postage.....	1,300.00		
1100.405.2430	Gas & Oil.....	625.00		
	TOTAL ENGINEERING DEPARTMENT.....		\$ 42,901.00	

CITY HALL

1100.410.2110	Janitors Salary.....	\$ 15,000.00		
1100.410.2210	Health/Life.....	5,020.00		
1100.410.2230	P.E.R.S.....	2,100.00		
1100.410.2231	City Share Medicare.....	218.00		
1100.410.2333	Energy Savings Lease.....	60,946.00		
1100.410.2340	Utilities.....	133,000.00		
1100.410.2392	Services/Contracts.....	9,000.00		
1100.410.2410	Supplies/Materials/Postage.....	3,035.00		
	TOTAL CITY HALL.....		\$ 228,319.00	

BUILDING DEPARTMENT

1100.415.2110	Building Salary.....	\$ 33,000.00		
1100.415.2210	Health/Life.....	4,600.00		
1100.415.2230	P.E.R.S.....	4,620.00		
1100.415.2231	City Share Medicare.....	479.00		
1100.415.2389	Travel/Seminar/School.....	375.00		
1100.415.2392	Services/Contracts.....	4,000.00		
1100.415.2410	Supplies/Materials/Postage.....	1,250.00		
1100.415.2420	3% Assessment Tax.....	1,000.00		
1100.415.2430	Gas & Oil.....	1,000.00		
1100.415.2720	Refunds.....	- 0 -		
	TOTAL BUILDING DEPARTMENT.....		\$ 50,324.00	

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>STREET REPAIR DEPARTMENT</u>				
1100.435.2110	Street Department Salary.....\$	0.00		
1100.435.2210	Health/Life.....	0.00		
1100.435.2230	P.E.R.S.....	0.00		
1100.435.2231	City Share Medicare.....	0.00		
1100.435.2281	Union Health & Welfare.....	0.00		
1100.435.2340	Utilities.....	- 0 -		
1100.435.2430	Gas & Oil.....	- 0 -		
	TOTAL STREET REPAIR DEPARTMENT.....	\$	0.00	
<u>GARAGE DEPARTMENT</u>				
1100.440.2110	Garage Salary.....\$	- 0 -		
1100.440.2210	Health/Life.....	- 0 -		
1100.440.2230	P.E.R.S.....	- 0 -		
1100.440.2231	City Share Medicare.....	- 0 -		
1100.440.2392	Services/Contracts.....	5,000.00		
1100.440.2410	Supplies/Materials/Postage.....	10,000.00		
1100.440.2430	Gas & Oil.....	250.00		
	TOTAL GARAGE DEPARTMENT.....	\$	15,250.00	
<u>HEALTH DEPARTMENT</u>				
1100.705.2110	Health Dept. Salary.....\$	30,000.00		
1100.705.2210	Health/Life.....	11,028.00		
1100.705.2230	P.E.R.S.....	4,200.00		
1100.705.2231	City Share Medicare.....	435.00		
1100.705.2280	Uniform Allowance.....	62.00		
1100.705.2389	Travel/Seminar/School.....	16.00		
1100.705.2392	Services/Contracts.....	930.00		
1100.705.2410	Supplies/Materials/Postage.....	250.00		
1100.705.2430	Gas & Oil.....	250.00		
	TOTAL HEALTH DEPARTMENT.....	\$	47,171.00	
<u>MOSQUITO CONTROL</u>				
1100.725.2392	Services/Contracts.....\$	0.00		
1100.725.2410	Supplies/Materials/Postage.....\$	0.00		
	TOTAL MOSQUITO CONTROL.....	\$.00	
<u>MISCELLANEOUS</u>				
1100.905.2150	Accumulated Sick Leave.....\$	100,000.00		
1100.905.2270	Workers Compensation.....	350,000.00		
1100.905.2312	Insurance.....	257,500.00		
1100.905.2390	Regional Planning.....	- 0 -		
1100.905.2391	Real Property Tax.....	25,000.00		
1100.905.2392	Street Lighting.....	111,000.00		
1100.905.2393	County Fees.....	25,000.00		
1100.905.2394	Ohio Municipal League.....	3,500.00		
1100.905.2395	State Examination.....	55,000.00		
1100.905.2396	Bank Charges.....	1,500.00		
1100.905.2399	Workers Comp.Defense.....	5,000.00		
1100.905.239A	Arbitrator Services/Contracts.....	10,000.00		
1100.905.239C	Picnic In The Park.....	.00		
1100.905.2398	Taxes Due From Annexation.....	5,000.00		
1100.905.239O	Indigent Burial.....	750.00		
1100.905.2710	Transfer to CI.....	- 0 -		
1100.905.2712	Transfer Debt Retirement.....	915,000.00		
1100.905.2714	Transfer to Summer Concerts.....	- 0 -		
1100.905.2718	Transfer State Hospital Endowment..	- 0 -		

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
MISCELLANEOUS (Cont.)				
1100.905.2721	Annexation Fees.....	\$ 5,000.00		
	TOTAL MISCELLANEOUS ACCOUNTS.....		\$ 1,869,450.00	
	TOTAL GENERAL FUND.....			\$ 8,311,376.01

STREET M&R FUND**SAFETY**

1201.420.2110	Safety Dept. Salary.....	\$ 100,000.00		
1201.420.2210	Health/Life.....	26,580.00		
1201.420.2230	P.E.R.S.....	14,000.00		
1201.420.2231	City Share Medicare.....	1,450.00		
1201.420.2270	Workers Comp.....	4,958.00		
1201.420.2280	Uniform Allowance.....	1,600.00		
1201.420.2281	Union Health & Welfare.....	1,950.00		
1201.420.2340	Utilities.....	30,000.00		
1201.420.2389	Travel/Seminar/School.....	- 0 -		
1201.420.2392	Services/Contracts.....	3,000.00		
1201.420.2410	Supplies/Materials/Postage.....	6,000.00		
1201.420.2430	Gas & Oil.....	3,000.00		
	TOTAL SAFETY DEPARTMENT.....		\$ 192,538.00	

STREET DEPARTMENT

1201.435.2110	Street Dept. Salary.....	\$ 632,000.00		
1201.435.2210	Health/Life.....	163,560.00		
1201.435.2230	P.E.R.S.....	97,960.00		
1201.435.2231	City Share Medicare.....	9,164.00		
1201.435.2270	Workers Comp.....	31,330.00		
1201.435.2281	Union Health & Welfare.....	9,675.00		
1201.435.2290	Unemployment Comp.....	2,000.00		
1201.435.2280	Uniform Allowance.....	3,000.00		
1201.435.2340	Utilities.....	1,500.00		
1201.435.2389	Travel/Seminar/School.....	- 0 -		
1201.435.2392	Services/Contracts.....	5,000.00		
1201.435.2410	Supplies/Materials/Postage.....	0.00		
1201.435.2430	Gas & Oil.....	0.00		
	TOTAL STREET DEPARTMENT.....		\$ 955,189.00	

TOTAL STREET M & R FUND..... \$ 1,147,727.00

STATE HIGHWAY M & R FUND**SAFETY**

1202.420.2110	Safety Salary.....	\$ 40,000.00		
1202.420.2230	P.E.R.S.....	5,600.00		
1202.420.2231	City Share Medicare.....	580.00		
1202.420.2270	Workers Comp.....	1,983.00		
1202.420.2410	Supplies/Materials/Postage.....	41,837.00		
	TOTAL SAFETY DEPARTMENT.....		\$ 90,000.00	

STREET DEPARTMENT

1202.435.2410	Supplies/Materials/Postage.....	\$ 10,000.00		
	TOTAL STREET DEPARTMENT.....		\$ 10,000.00	

TOTAL STATE HIGHWAY M & R FUND..... \$ 100,000.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>COMMUNITY DEVELOPMENT FUND</u>				
1203.845.2110	Salary.....	\$ 254,310.00		
1203.845.2210	Health/Life.....	48,000.00		
1203.845.2230	P.E.R.S.....	35,603.00		
1203.845.2231	City Share Medicare.....	1,700.00		
1203.845.2270	Workers Comp.....	12,473.00		
1203.845.2385	Real Estate Tax Fees.....	550.00		
1203.845.2389	Travel/Seminar/School.....	2,000.00		
1203.845.2391	Real Property Taxes.....	- 0 -		
1203.845.2392	Services/Contracts.....	13,000.00		
1203.845.2410	Supplies/Materials/Postage.....	5,600.00		
1203.845.2801	Demolitions.....	- 0 -		
1203.845.2806	Housing Rehabilitation.....	120,000.00		
1203.845.2811	Section 8 Loan Program.....	211,173.00		
1203.845.2814	Fair Housing.....	5,000.00		
	TOTAL COMMUNITY DEVELOPMENT.....	\$ 709,409.00		
	TOTAL COMMUNITY DEVELOPMENT FUND.....			\$ 709,409.00
<u>MASSILLON MUNICIPAL COURT CI FUND</u>				
1204.125.2410	Supplies/Materials/Postage.....	\$ 50,000.00		
1204.125.2510	New Equipment.....	175,000.00		
	TOTAL MASSILLON MUNICIPAL COURT CI.....	\$ 225,000.00		
	TOTAL MASSILLON MUNICIPAL COURT CI FUND.....			\$ 225,000.00
<u>SECTION 108 LOAN FUND</u>				
1205.845.2390	Section 108.....	\$ - 0 -		
	TOTAL SECTION 108 SECTION LOAN.....	\$ - 0 -		
	TOTAL SECTION 108 LOAN FUND.....			\$ - 0 -
<u>MUNICIPAL MOTOR VEHICLE LICENSE FUND</u>				
1206.425.2510	Storm Sewer Repairs.....	\$ 25,000.00		
1206.435.2392	Services/Contracts.....	5,000.00		
1206.435.2410	Supplies/Materials/Postage.....	95,000.00		
1206.435.2430	Gas/Oil.....	25,000.00		
1206.435.2510	Street Repair.....	50,000.00		
	TOTAL MOTOR VEHICLE LICENSE.....	\$ 200,000.00		
	TOTAL MOTOR VEHICLE LICENSE FUND.....			\$ 200,000.00
<u>PARKING ENFORCEMENT FUND</u>				
1208.445.2110	Parking Enforcement Salary.....	\$ 15,638.00		
1208.445.2230	P.E.R.S.....	2,190.00		
1208.445.2231	City Share Medicare.....	227.00		
1208.445.2270	Workers Comp.....	744.00		
1208.445.2280	Uniform Allowance.....	300.00		
1208.445.2340	Utilities.....	1,500.00		
1208.445.2377	Administrative Fees.....	2,500.00		
1208.445.2392	Services/Contracts.....	13,000.00		
1208.445.2410	Supplies/Materials/Postage.....	2,000.00		
1208.445.2720	Refunds.....	0.00		
	TOTAL PARKING ENFORCEMENT.....	\$ 38,099.00		
	TOTAL PARKING ENFORCEMENT FUND.....			\$ 38,099.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>POLICE PENSION FUND</u>				
1209.305.2240	Police Pension Fund.....	\$ 658,125.00		
	TOTAL POLICE PENSION FUND.....		\$ 658,125.00	
	TOTAL POLICE PENSION FUND.....			\$ 658,125.00
<u>FIRE PENSION FUND</u>				
1210.325.2240	Fire Pension Fund.....	\$ 744,000.00		
	TOTAL FIRE PENSION FUND.....		\$ 744,000.00	
	TOTAL FIRE PENSION FUND.....			\$ 744,000.00
<u>SUMMER CONCERT FUND</u>				
1212.505.2110	Salary.....	\$ 5,000.00		
1212.505.2230	PERS.....	1,000.00		
1212.505.2231	Medicare.....	73.00		
1212.505.2392	Services/Contracts.....	\$ 53,927.00		
	TOTAL SUMMER CONCERT.....		\$ 60,000.00	
	TOTAL SUMMER CONCERT FUND.....			\$ 60,000.00
<u>SPECIAL FUND</u>				
1214.915.2392	Services/Contracts.....	\$ 2,500.00		
	TOTAL SPECIAL.....		\$ 2,500.00	
	TOTAL SPECIAL FUND.....			\$ 2,500.00
<u>LAW ENFORCEMENT FUND</u>				
1215.305.2410	Supplies/Materials/Postage.....	\$ 2,625.00		
	TOTAL LAW ENFORCEMENT.....		\$ 2,625.00	
	TOTAL LAW ENFORCEMENT FUND.....			\$ 2,625.00
<u>WIC FUND</u>				
1219.730.2110	WIC Salary.....	\$ 80,165.00		
1219.730.2210	Health/Life.....	15,540.00		
1219.730.2230	P.E.R.S.....	11,224.00		
1219.730.2231	City Share Medicare.....	1,163.00		
1219.730.2270	Workers Comp.....	3,974.00		
1219.730.2340	Utilities.....	1,500.00		
1219.730.2389	Travel/Seminar/School.....	200.00		
1219.730.2392	Services/Contracts.....	400.00		
1219.730.2410	Supplies/Materials/Postage.....	5,000.00		
	TOTAL WIC.....		\$ 119,166.00	
	TOTAL WIC FUND.....			\$ 119,166.00
<u>WASTE RECYCLE FUND</u>				
1222.605.2110	Waste Recycle Salary.....	\$ 0.00		
1222.605.2392	Services/Contracts.....	20,500.00		
	TOTAL WASTE RECYCLING.....		\$ 20,500.00	
	TOTAL WASTE RECYCLING FUND.....			\$ 20,500.00
<u>INDIGENT DRIVERS ALCOHOL TRANSFER FUND</u>				
1225.125.2392	Services/Contracts.....	\$ 70,000.00		
	TOTAL INDIGENT DRIVERS ALCOHOL TRANSFER \$		70,000.00	
	TOTAL INDIGENT DRIVERS ALCOHOL TRANSFER FUND			\$ 70,000.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>ENFORCEMENT & EDUCATION FUND</u>				
1226.305.2392	Services/Contracts.....	\$ - 0 -		
1226.305.2410	Supplies/Materials/Postage.....	450.00		
	TOTAL ENFORCEMENT & EDUCATION.....	\$ 450.00		
	TOTAL ENFORCEMENT & EDUCATION FUND.....	\$ 450.00		
<u>LAW DEPT. COMMUNITY PARTNERSHIP FUND</u>				
1228.115.2111	Salary Community Partnership.....	13,033.00		
1228.115.2210	Hospitalization.....	0.00		
1228.115.2230	PERS.....	1,820.00		
1228.115.2231	Medicare.....	189.00		
1228.115.2389	Travel/Seminar/Schooling.....	-0-		
1228.115.2410	Supplies/Materials.....	-0-		
1228.115.2530	Equipment.....	-0-		
	TOTAL COMMUNITY PARTNERSHIP FUND.....	\$ 15,042.00		
<u>HOME FUND</u>				
1229.845.2814	Home Housing Rehabilitation.....	\$ 150,000.00		
	TOTAL HOME.....	\$ 150,000.00		
	TOTAL HOME FUND.....	\$ 150,000.00		
<u>LOCAL LAW BLOCK GRANT FUND</u>				
1231.305.2510	New Equipment.....	\$ - 0 -		
	TOTAL LAW BLOCK GRANT.....	\$ - 0 -		
	TOTAL LAW BLOCK GRANT FUND.....	\$ - 0 -		
<u>CLERK OF COURT COMPUTER FUND</u>				
1232.130.2111	Salary.....	\$ 62,700.00		
1232.130.2210	Health/Life.....	9,600.00		
1232.130.2230	P.E.R.S.....	8,778.00		
1232.130.2231	City Share Medicare.....	910.00		
1232.130.2270	Workers Comp.....	3,076.00		
1232.130.2389	Travel/Seminar/School.....	6,000.00		
1232.130.2392	Services/Contracts.....	15,000.00		
1232.130.2410	Supplies/Materials/Postage.....	10,000.00		
1232.130.2510	New Equipment.....	13,000.00		
	TOTAL CLERK OF COURT COMPUTER.....	\$ 129,064.00		
	TOTAL CLERK OF COURT COMPUTER FUND.....	\$ 129,064.00		
<u>MUNICIPAL COURT COMPUTER FUND</u>				
1233.125.2392	Services/Contracts.....	\$ 60,000.00		
1233.125.2410	Supplies/Materials/Postage.....	5,000.00		
1233.125.2510	New Equipment.....	40,000.00		
	TOTAL MUNICIPAL COURT COMPUTER.....	\$ 105,000.00		
	TOTAL MUNICIPAL COURT COMPUTER FUND.....	\$ 105,000.00		

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>PARKS AND RECREATION DEPARTMENT FUND</u>				
1234.505.2110	Salary-Parks & Rec Administration.\$	- 0 -		
1234.505.2111	Salary-Parks.....	170,000.00		
1234.505.2112	Salary-Recreation.....	750,000.00		
1234.505.2113	Salary-Senior Center.....	61,000.00		
1234.505.2210	Health/Life.....	121,860.00		
1234.505.2230	P.E.R.S.....	152,055.00		
1234.505.2231	City Share Medicare.....	14,225.00		
1234.505.2270	Workers Comp.....	48,631.00		
1234.505.2280	Uniform Allowance.....	2,000.00		
1234.505.2281	Union Health & Welfare.....	3,800.00		
1234.505.2290	Unemployment Comp.....	5,500.00		
1234.505.2311	Insurance.....	36,000.00		
1234.505.2340	Utilities.....	127,000.00		
1234.505.2341	Utilities-Recreation Center.....	210,000.00		
1234.505.2377	Administrative Fees.....	- 0 -		
1234.505.2378	Concert Expenses..... \$	-0-		
1234.505.2389	Travel/Seminar/School.....	3,000.00		
1234.505.2391	Real Estate Taxes.....	- 0 -		
1234.505.2392	Services/Contracts.....	200,000.00		
1234.505.2410	Supplies/Materials/Postage.....	120,000.00		
1234.505.2411	GTE Supplies/Materials/Postage.....	-0-		
1234.505.2430	Gas & Oil.....	20,000.00		
1234.505.2710	Transfer To.....	- 0 -		
1234.505.2720	Refunds.....	20,000.00		
1234.505.2721	MCS Revenue Sharing.....	15,000.00		
TOTAL PARKS AND RECREATION DEPARTMENT... \$		2,080,071.00		
TOTAL PARKS AND RECREATION DEPARTMENT FUND.....			\$ 2,080,071.00	

HOME HEALTH SERVICES FUND

1235.705.2110	Salary.....\$	35,135.00		
1235.705.2230	P.E.R.S.....	4,919.00		
1235.705.2231	City Share Medicare.....	510.00		
1235.705.2270	Workers Comp.....	1,724.00		
1235.705.2389	Travel/Seminar/Schooling.....	3,000.00		
1235.705.2392	Services/Contracts.....	30,000.00		
1235.705.2395	Rent-Hospital.....	13,230.00		
1235.705.2410	Supplies/Materials/Postage.....	15,000.00		
1235.705.2388	Bio Terrorism Travel/Seminar.....	- 0 -		
1235.705.2390	Bio Terrorism Services/Contracts....	5,000.00		
1235.705.2411	Bio Terrorism Supplies.....	15,000.00		
TOTAL HOME HEALTH SERVICES..... \$		123,518.00		
TOTAL HOME HEALTH SERVICES FUND.....			\$ 123,518.00	

ECONOMIC DEVELOPMENT FUND

1237.845.2392	Services/Contracts.....\$	- 0 -		
TOTAL ECONOMIC DEVELOPMENT..... \$		- 0 -		

PROBATION SERVICES/CONTRACTS FUND

1238.125.2110	Salary - Mediator.....\$	113,891.00		
1238.125.2210	Health/Life.....	- 0 -		
1238.125.2230	P.E.R.S.....	15,945.00		
1238.125.2231	City's Share Medicare.....	1,651.00		
1238.125.2270	Workers Comp.....	5,586.00		
1238.125.2392	Services/Contracts.....	20,000.00		

Acct. #	Account	Amount	Dept. Total	Fund Total
<u>PROBATION SERVICES/CONTRACTS FUND (Cont.)</u>				
1238.125.2410	Supplies/Materials/Postage.....	\$ 5,000.00		
	TOTAL PROBATION SERVICES/CONTRACTS.....		\$ 162,073.00	
	TOTAL PROBATION SERVICES/CONTRACTS FUND.....			\$ 162,073.00
<u>ENTERPRISE ZONE FUND</u>				
1241.845.2110	Salary.....	\$ 20,078.00		
1241.845.2230	P.E.R.S.....	2,811.00		
1241.845.2270	Workers Comp.....	985.00		
1241.845.2392	Services/Contracts.....	- 0 -		
	TOTAL ENTERPRISE ZONE.....		\$ 23,874.00	
	TOTAL ENTERPRISE ZONE FUND.....			\$ 23,874.00
<u>ADR FUND</u>				
1242.125.2110	Salary-Mediator.....	\$ 52,118.00		
1242.125.2210	Health/Life.....	9,600.00		
1242.125.2230	P.E.R.S.....	7,297.00		
1242.125.2231	City Share Medicare.....	756.00		
1242.125.2270	Workers Comp.....	2,556.00		
1242.125.2410	Supplies/Materials/Postage.....	2,000.00		
	TOTAL ADR.....		\$ 74,327.00	
	TOTAL ADR FUND.....			\$ 74,327.00
<u>LINCOLN CENTER DEBT RETIREMENT FUND</u>				
1303.940.2392	Services/Contracts.....	\$		
1303.940.2610	Phase II Principal.....	265,000.00		
1303.940.2611	Phase III Principal.....	110,000.00		
1303.940.2620	Phase II Interest.....	52,560.00		
1303.940.2621	Phase III Interest.....	86,444.00		
	TOTAL LINCOLN CENTER DEBT RETIREMENT....		\$ 513,944.00	
	TOTAL LINCOLN CENTER DEBT RETIREMENT FUND.....			\$ 513,944.00
<u>SENIOR HOUSING DEBT RETIREMENT FUND</u>				
1304.940.2610	Debt Retirement Principal.....	\$ 35,000.00		
1304.940.2620	Interest.....	86,700.00		
	TOTAL SENIOR HOUSING DEBT RETIREMENT.....		\$ 121,700.00	
	TOTAL SENIOR HOUSING DEBT RETIREMENT FUND.....			\$ 121,700.00
<u>WWT DEBT RETIREMENT FUND</u>				
1305.940.2610	Debt Retirement Principal.....	\$ 25,389.00		
1305.940.2611	Debt Retirement Principal Upgrade...	- 0 -		
1305.940.2612	Debt Retirement Principal Fothergill..	68,749.00		
1305.940.2613	Plant Upgrade.....	2,015,583.00		
1305.940.2620	Interest.....	17,426.00		
1305.940.2621	Interest Upgrade Design.....	- 0 -		
1305.940.2622	Interest Fothergill.....	32,468.00		
1305.940.2623	Plant Upgrade Interest.....	395,053.00		
	TOTAL WWT DEBT RETIREMENT.....		\$ 2,554,668.00	
	TOTAL WWT DEBT RETIREMENT FUND.....			\$ 2,554,668.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>PARKS & REC & LEGENDS DEBT RETIREMENT FUND</u>				
<u>PARKS & REC DEBT RETIREMENT</u>				
1306.505.2610	Debt Retirement Principal.....	\$ 205,000.00		
1306.505.2620	Interest.....	598,578.00		
	TOTAL PARKS & REC DEBT RETIREMENT.....	\$	803,578.00	
<u>LEGENDS DEBT RETIREMENT</u>				
1306.920.2611	Debt Retirement Principal.....	\$ 260,000.00		
1306.920.2620	Interest.....	267,885.00		
	TOTAL LEGENDS DEBT RETIREMENT.....	\$	527,885.00	
	TOTAL PARKS & REC & LEGENDS DEBT RETIREMENT FUND.....	\$		1,331,463.00
<u>TIF DEBT RETIREMENT FUND (Marketplace)</u>				
1340.905.2392	Services/Contracts.....	\$ -0-		
1340.905.2610	Debt Retirement Principal.....	90,000.00		
1340.905.2620	Interest.....	43,933.00		
	TOTAL TIF DEBT RETIREMENT.....	\$	133,933.00	
	TOTAL TIF DEBT RETIREMENT FUND.....	\$		133,933.00
<u>SECTION 108 DEBT RETIREMENT FUND</u>				
1341.845.2610	Debt Retirement Principal.....	\$ 70,000.00		
1341.845.2620	Interest.....	141,174.00		
	TOTAL SECTION 108 DEBT RETIREMENT.....	\$	211,174.00	
	TOTAL SECTION 108 DEBT RETIREMENT FUND.....	\$		211,174.00
<u>OPWC LOAN PAYMENT FUND</u>				
1342.940.2610	OPWC Principal.....	\$ 24,632.00		
	TOTAL OPWC LOAN PAYMENT	\$	24,632.00	
	TOTAL OPWC LOAN PAYMENT FUND.....	\$		24,632.00
<u>STATE HOSPITAL ENDOWMENT FUND</u>				
1370.905.2390	Pay for Services/Contracts.....	\$ -0-		
	TOTAL STATE HOSPITAL ENDOWMENT.....	\$	-0-	
	TOTAL STATE HOSPITAL ENDOWMENT FUND.....	\$		-0-
<u>MUNICIPAL ROAD FUND</u>				
1409.850.2590	Municipal Road.....	\$ -0-		
	TOTAL MUNICIPAL ROAD.....	\$	-0-	
	TOTAL MUNICIPAL ROAD FUND.....	\$		-0-
<u>SOLID WASTE CAPITAL IMPROVEMENT FUND</u>				
1413.605.2530	New Equipment.....	\$ 55,000.00		
	TOTAL SOLID WASTE CAPITAL IMPROVEMENT....	\$	55,000.00	
	TOTAL SOLID WASTE CAPITAL IMPROVEMNET FUND.....	\$		55,000.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>WWT PLANT UPGRADE FUND</u>				
1421.610.2510	WWT Plant Upgrade Project.....\$	- 0 -		
	TOTAL WWT PLANT UPGRADE.....		\$ - 0 -	
	TOTAL WWT PLANT UPGRADE FUND.....			\$ - 0 -
<u>SOUTH MASSILLON TRUNK FUND</u>				
1423.905.2510	South Massillon Trunk Project.....\$	- 0 -		
	TOTAL SOUTH MASSILLON TRUNK.....		\$ - 0 -	
	TOTAL SOUTH MASSILLON TRUNK FUND.....			\$ - 0 -
<u>LINCOLN CENTER PHASE III FUND</u>				
1425.905.2392	Services/Contracts.....\$	- 0 -		
1425.905.2510	Land Acquisition.....			
	TOTAL LINCOLN CENTER PHASE III.....		\$ - 0 -	
	TOTAL LINCOLN CENTER PHASE III FUND.....			\$ - 0 -
<u>PARKS & REC CAPITAL IMPROVEMENT FUND</u>				
1433.505.2392	Services/Contracts.....\$			
1433.505.2410	Supplies/Materials/Postage.....			
1433.505.2510	CI Projects.....			
1433.505.2512	Capital Outlays/Rec.Center.....			
1433.505.2530	Equipment.....			
1433.505.2720	Refunds.....			
1433.505.2721	SD Revenue Sharing.....			
	TOTAL PARKS & REC CAPITAL IMPROVEMENT... \$		-0-	
	TOTAL PARKS & REC CAPITAL IMPROVEMENT FUND.....			\$ -0-
<u>PARKS & REC COMMUNITY PARK FUND</u>				
1434.505.2392	Services/Contracts.....\$	- 0 -		
1434.505.2510	Capital Projects.....			
	TOTAL PARKS & REC COMMUNITY PARK.....		\$ - 0 -	
	TOTAL PARKS & REC COMMUNITY PARK FUND.....			\$ - 0 -
<u>PARKS & RECREATION CENTER FUND</u>				
1435.505.2392	Services/Contracts.....\$	- 0 -		
1435.505.2510	Recreation Center Projects.....			
	TOTAL PARKS & RECREATION CENTER.....		\$ - 0 -	
	TOTAL PARKS & RECREATION CENTER FUND.....			\$ - 0 -
<u>WASTEWATER TREATMENT DEPARTMENT FUND</u>				
2101.610.2110	Salary.....\$	1,300,000.00		
2101.610.2150	Accumulated Sick Leave.....	45,000.00		
2101.610.2210	Health/Life.....	249,600.00		
2101.610.2230	P.E.R.S.....	201,500.00		
2101.610.2231	City Share Medicare.....	18,850.00		
2101.610.2270	Workers Comp.....	64,400.00		
2101.610.2280	Uniform Allowance.....	18,000.00		
2101.610.2281	Union Health & Welfare.....	11,610.00		
2101.610.2311	Insurance.....	43,000.00		
2101.610.2333	Energy Savings Lease.....	106,000.00		
2101.610.2340	Utilities.....	908,000.00		
2101.610.2377	Administrative Fees.....	100,000.00		
ORDINANCE NO. 4-2010				

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>WASTEWATER TREATMENT DEPARTMENT FUND (Cont.)</u>				
2101.610.2382	County Collections Fees.....	\$ 7,000.00		
2101.610.2389	Travel/Seminar/Schooling.....	4,500.00		
2101.610.2390	Sludge Hauling/Landfill.....	200,000.00		
2101.610.2392	Services/Contracts.....	358,000.00		
2101.610.2410	Supplies/Materials/Postage.....	750,000.00		
2101.610.2430	Gas & Oil.....	13,000.00		
2101.610.2530	New Equipment.....	50,000.00		
2101.610.2531	Vehicle Leases.....	58,613.00		
	TOTAL WASTEWATER TREATMENT DEPARTMENT.....	\$ 4,507,073.00		
<u>CITY SEWER O & M DEPARTMENT</u>				
2101.615.2110	Salary.....	\$ 440,000.00		
2101.615.2210	Health/Life.....	34,800.00		
2101.615.2230	P.E.R.S.....	61,600.00		
2101.615.2231	City Share Medicare.....	6,380.00		
2101.615.2270	Workers Comp.....	21,316.00		
2101.615.2312	Insurance.....	2,000.00		
2101.615.2340	Utilities.....	12,000.00		
2101.615.2382	County Collections Fees.....	500.00		
2101.615.2389	Travel/Seminar/Schooling.....	1,000.00		
2101.615.2392	Services/Contracts.....	200,000.00		
2101.615.2410	Supplies/Materials/Postage.....	110,000.00		
2101.615.2430	Gas & Oil.....	11,000.00		
2101.615.2530	New Equipment.....	60,000.00		
2101.615.2720	Refunds.....	500.00		
	TOTAL SEWER O & M DEPARTMENT.....	\$ 961,096.00		
	TOTAL WASTEWATER TREATMENT FUND.....	\$ 5,468,169.00		
<u>SOLID WASTE DEPARTMENT FUND</u>				
2102.605.2110	Salary.....	\$ 560,000.00		
2102.605.2210	Health/Life.....	95,700.00		
2102.605.2230	P.E.R.S.....	86,800.00		
2102.605.2231	City Share Medicare.....	8,120.00		
2102.605.2270	Workers Comp.....	27,760.00		
2102.605.2280	Uniform Allowance.....	3,000.00		
2102.605.2281	Union Health/Welfare.....	7,000.00		
2102.605.2290	Unemployment Comp.....	5,000.00		
2102.605.2312	Vehicle Insurance.....	17,000.00		
2102.605.2340	Utilities.....	2,500.00		
2102.605.2377	Administrative Fees.....	25,000.00		
2102.605.2389	Travel/Seminar/Schooling.....	100.00		
2102.605.2390	Landfill.....	130,000.00		
2102.605.2392	Services/Contracts.....	25,000.00		
2102.605.2410	Supplies/Materials/Postage.....	25,000.00		
2102.605.2430	Gas & Oil.....	50,000.00		
2102.605.2720	Refunds.....	1,000.00		
	TOTAL SOLID WASTE DEPARTMENT.....	\$ 1,068,980.00		
	TOTAL SOLID WASTE DEPARTMENT FUND.....	\$ 1,068,980.00		
<u>LEGENDS GOLF COURSE DEPARTMENT FUND</u>				
2104.920.2110	Salary.....	\$ 300,000.00		
2104.920.2210	Health/Life.....	17,400.00		
2104.920.2230	P.E.R.S.....	42,000.00		
2104.920.2231	City Share Medicare.....	4,350.00		
2104.920.2270	Workers Comp.....	14,800.00		

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
<u>LEGENDS GOLF COURSE DEPARTMENT FUND (Cont.)</u>				
2104.920.2280	Uniform Allowance.....	- 0 -		
2104.920.2290	Unemployment Comp.....\$	3,000.00		
2104.920.2311	Building/Vehicle Insurance.....	14,000.00		
2104.920.2340	Utilities.....	42,000.00		
2104.920.2377	Administrative Fees.....	- 0 -		
2104.920.2389	Travel/Seminar/Schooling.....			
2104.920.2390	Sales Taxes.....	5,000.00		
2104.920.2391	Real Property Taxes.....	- 0 -		
2104.920.2392	Services/Contracts.....	75,000.00		
2104.920.2398	Bank Charges.....	7,000.00		
2104.920.2410	Supplies/Materials/Postage.....	150,000.00		
2104.920.24410	Pro Shop Supplies.....	25,000.00		
2104.920.2430	Gas & Oil.....	20,000.00		
2104.920.2532	Capital Equipment.....	33,333.00		
2104.920.2710	Transfer.....	- 0 -		
TOTAL LEGENDS GOLF COURSE DEPARTMENT...		\$	752,883.00	
TOTAL LEGENDS GOLF COURSE DEPARTMENT FUND.....				\$ 752,883.00
<u>INSURANCE FUND</u>				
2202.905.2310	Employee Insurance.....\$	25,000.00		
2202.905.2311	Retirees Insurance.....			
TOTAL INSURANCE.....		\$	25,000.00	
TOTAL INSURANCE FUND.....				\$ 25,000.00
<u>STATE PATROL TRANSFER FUND</u>				
3105.930.2390	Transfer to Law Library.....\$	35,000.00		
3105.930.2720	Refund to General.....	35,000.00		
TOTAL STATE PATROL TRANSFER.....		\$	70,000.00	
TOTAL STATE PATROL TRANSFER FUND.....				\$ 70,000.00
<u>FIRE DAMAGE STRUCTURE FUND</u>				
3107.905.2390	Fire Damage Structure.....\$	30,000.00		
TOTAL FIRE DAMAGE STRUCTURE.....		\$	30,000.00	
TOTAL FIRE DAMAGE STRUCTURE FUND.....				\$ 30,000.00
<u>UNCLAIMED MONEY FUND</u>				
3108.905.2390	Unclaimed Money.....\$	5,000.00		
3108.905.2710	Transfer To General.....	2,208.00		
TOTAL UNCLAIMED MONEY.....		\$	7,208.00	
TOTAL UNCLAIMED MONEY FUND.....				\$ 7,208.00
<u>TIF SERVICE PAYMENT FUND</u>				
3109.905.2379	Massillon City School TIF Pay.....\$	273,000.00		
3109.905.2380	Developer's TIF's.....	148,572.00		
3109.905.2393	County Collections Fees.....	2,000.00		
TOTAL TIF SERVICE PAYMENT.....		\$	423,572.00	
TOTAL TIF SERVICE PAYMENT FUND.....				\$ 423,572.00
<u>MASSILLON MUSEUM FUND</u>				
3110.905.2379	Massillon Museum Holding.....\$	538,744.00		
3110.905.2393	Election Expense.....	6,300.00		
TOTAL MASSILLON MUSEUM.....		\$	545,044.00	
TOTAL MASSILLON MUSEUM FUND.....				\$ 545,044.00

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
MASSILLON MURAL FUND				
3112.905. 2510	Massillon Mural Project.....	\$ - 0 -		
	TOTAL MASSILLON MURAL.....		\$ - 0 -	
	TOTAL MASSILLON MURAL FUND.....			\$ - 0 -
GRAND TOTAL ALL FUNDS.....				\$ 28,609,316.01

ALL FUNDS

1100	General Fund.....	\$ 8,311,376.01
1201	Street M & R Fund.....	1,147,727.00
1202	State Highway M & R Fund.....	100,000.00
1203	Community Development Fund.....	709,409.00
1204	Massillon Municipal Court CI Fund.....	225,000.00
1205	Section 108 Loan Fund.....	- 0 -
1206	Motor Vehicle License Fund.....	200,000.00
1208	Parking Enforcement Fund.....	38,099.00
1209	Police Pension Fund.....	658,125.00
1210	Fire Pension Fund.....	744,000.00
1212	Summer Concerts Fund.....	60,000.00
1214	Special Fund.....	2,500.00
1215	Law Enforcement Fund.....	2,625.00
1219	WIC Fund.....	119,166.00
1222	Waste Recycle Fund.....	20,500.00
1225	Indigent Drivers Alcohol Transfer Fund.....	70,000.00
1226	Enforcement & Education Fund.....	450.00
1228	Community Partnership.....	15,042.00
1229	Home Fund.....	150,000.00
1231	Local Law Block Grant Fund.....	- 0 -
1232	Clerk of Court Computer Fund.....	129,064.00
1233	Municipal Court Computer Fund.....	105,000.00
1234	Parks and Recreation Department Fund.....	2,080,071.00
1235	Home Health Services Fund.....	123,518.00
1237	Economic Development Fund.....	- 0 -
1238	Probation Services/Contracts Fund.....	162,073.00
1241	Enterprise Zone Fund.....	23,874.00
1242	ADR Fund.....	74,327.00
1303	Lincoln Center Debt Retirement Fund.....	513,944.00
1304	Senior Housing Debt Retirement Fund.....	121,700.00
1305	WWT Debt Retirement Fund.....	2,554,668.00
1306	Parks & Rec & Legends Debt Retirement Fund.....	1,331,463.00
1340	TIF Debt Retirement Fund.....	133,933.00
1341	Section 108 Debt Retirement Fund.....	211,174.00
1342	OPWC Loan Payment Fund.....	24,632.00
1370	State Hospital Endowment Fund.....	- 0 -
1409	Municipal Road Fund.....	- 0 -
1413	Solid Waste Capital Improvement Fund.....	55,000.00
1421	WWT Plant Upgrade Fund.....	- 0 -
1423	South Massillon Trunk Fund.....	- 0 -
1425	Lincoln Center Phase III Fund.....	- 0 -
1433	Parks & Rec Capital Improvement Fund.....	- 0 -
1434	Parks & Rec Community Park Fund.....	- 0 -
1435	Parks & Recreation Center Fund.....	- 0 -
2101	Wastewater Treatment Department Fund.....	5,468,169.00
2102	Solid Waste Department Fund.....	1,068,980.00

<u>Acct. #</u>	<u>Account</u>	<u>Fund Total</u>
<u>ALL FUNDS (Cont.)</u>		
2104	Legends Golf Course Department Fund.....	752,883.00
2202	Insurance Fund.....	25,000.00
3105	State Patrol Transfer Fund.....	70,000.00
3107	Fire Damage Structure Fund.....	30,000.00
3108	Unclaimed Money Fund.....	7,208.00
3109	TIF Service Payment Fund.....	423,572.00
3110	Massillon Museum Fund.....	545,044.00
3112	Massillon Mural Fund.....	- 0 -
GRAND TOTAL ALL FUNDS.....		\$ 28,609,316.01

Section 2:

The City Council hereby declares that amounts may be transferred between accounts in the same Department subject to the approval of the Department Head, the Finance Committee and the Auditor.

Section 3:

That the City Auditor is hereby authorized to draw his/her warrants on the City Treasurer for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Board of Officers (or Officer) authorized by law to be approved the same, or an Ordinance a Resolution of council to make the expenditures; provided that no warrant shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or Ordinance. Provided further that the appropriation for contingencies can only be expended upon approval of a two-thirds vote of Council for items of expense constituting a legal obligation against the City and for purposes other than those covered by other specific appropriations herein made.

Section 4:

That there be and hereby is transferred from various appropriated accounts above certain funds as follows:

\$ 280,000.00	from General Fund to Police Pension Fund
\$ 320,788.00	from General Fund to Fire Pension Fund
\$ 513,944.00	from General Fund to Lincoln Center Phase II Bond Retirement Fund
\$ 350,000.00	from General Fund to Legends Bond Retirement Fund
\$ 24,632.00	from General Fund to OPWC Debt Fund

Section 5:

That this Ordinance being one providing for appropriation for the current expenses of the City of Massillon, Ohio, shall be in force and take effect from and after passage and upon approval of the Mayor:

PASSED IN COUNCIL _____ DAY OF _____, 2010

ATTEST:

MARY BETH BAILY, Clerk of Council

GLENN GAMBER, President of Council

APPROVAL: _____

FRANCIS H. CICCHINELLI, JR., Mayor

DATE JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 5 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Purchase Officials to provide an economic development "inducement grant" to assist the company in locating its operations in Massillon, and declaring an emergency.

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

WHEREAS, Purchase Officials desires to locate its operations located at 109 Erie Street North, and

WHEREAS, the City of Massillon proposed to assist Purchase Officials in this location of its operations by providing an economic development "inducement grant", the purpose of which is to help offset the company's costs in locating its operations to Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Purchase Officials providing an economic development "inducement grant", in a total amount not to exceed Two Thousand Dollars (\$2,000.00) for the purpose of assisting the company in locating its operations in Massillon.

Section 2:

In return for this economic development grant assistance, Purchase Officials shall provide the City with information regarding the number of jobs that it has provided as a result of the company's location in Massillon.

Section 3:

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2010

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

ATTEST: _____
FRANCIS H. CICCHINELLI, JR. MAYOR

DATE: JANUARY 4, 2010

CLERK: MARY BETH BAILEY

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

passed

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.6 – 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2010, 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 Economic Development Fund, for the year ending December 31, 2010, the following:

\$2,000.00 to an account entitled "Services/Contracts" 1237.845.2392

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. 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 _____ 2010

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR