

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

AGENDA

DATE: MONDAY, FEBRUARY 1, 2010
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN DONNIE PETERS
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. 10 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a development agreement with Habitat for Humanity of Greater Stark & Carroll Counties to utilize Neighborhood Stabilization Program (NSP) funding to build six new single family homes in the Columbia Heights neighborhood in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 11 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 12 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

1ST READING 3/1/10 7:00 PM
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 Single Family Residential to I-1 Light Industrial.

ORDINANCE NO. 13 - 2010

BY: ENVIRONMENTAL COMMITTEE

2. PASS 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, and declaring an emergency.

ORDINANCE NO. 14 - 2010

BY: PARKS AND RECREATION COMMITTEE

PASS 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract upon award and approval of the Board of Control, with the lowest and best bidder, for the rental of 114 golf carts for The Legends of Massillon, and declaring an emergency.

ORDINANCE NO. 15 – 2010

BY: POLICE AND FIRE COMMITTEE

PASS 9-0

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

ORDINANCE NO. 16 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the Main Avenue West Improvement Project, and declaring an emergency.

ORDINANCE NO. 17 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Main Avenue West Improvement Project in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 18 – 2010

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE accepting the lot split and dedication plat of Part of Out Lot 330, located on the north side of Lincoln Way East, just west of 27th Street NE, and including the dedication of a small portion of Lincoln Way East, 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. 19 – 2010

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the Neighborhood Stabilization Program Fund, Capital Improvement Fund, Indigent Driver Alcohol Fund, Street Fund, Safety Fund, Parks & Rec. Capital Improvement Fund, Forfeited Funds Fund and Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2010, and declaring an emergency.

2 ORDINANCE NO. 20 – 2010

BY: FINANCE COMMITTEE

PASS 8-0

AN ORDINANCE authorizing the Auditor of the City of Massillon, Ohio, to enter into a contract with Dianne Oliver for professional services to research opportunities for grants for the City of Massillon, and declaring an emergency.

B-1 (PETERS)
TO LET KCP ABSTAIN

ORDINANCE NO. 21 – 2010

BY: FINANCE COMMITTEE

1ST READING

AN ORDINANCE appropriating money for current expenses and other expenses of the City of Massillon, Ohio, for the fiscal period ending December 31, 2010, and declaring an emergency.



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

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR JANUARY 2010
- B). AUDITOR SUBMITS MONTHLY REPORT FOR JANUARY 2010
- C). MAYOR SUBMITS MONTHLY REPORT FOR DECEMBER 2009

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

ORDINANCE NO. 3 – 2010

BY: FINANCE COMMITTEE

PASS (B-1) SINGLE

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.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 7 – 2010

BY: PARKS AND RECREATION COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into contract agreements with Variety Attractions, Inc., L & B Entertainment In., and other companies for various engagements for the 2010 summer concert series, and declaring an emergency.

ORDINANCE NO. 8 – 2010

BY: POLICE AND FIRE COMMITTEE

2ND READING

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Wheeled Coach Industries, Inc., for the purchase of a 2009 Ford E450 XL Wheeled Coach Type III Ambulance for the Massillon Fire Department, and declaring an emergency.

ORDINANCE NO. 9 – 2010

BY: FINANCE COMMITTEE

2ND READING

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year 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 FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 10 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into a development agreement with Habitat for Humanity of Greater Stark & Carroll Counties to utilize Neighborhood Stabilization Program (NSP) funding to build six new single family homes in the Columbia Heights neighborhood in the City of Massillon, and declaring an emergency.

Section 1:

This Council hereby authorizes the Mayor to enter into a development agreement with Habitat for Humanity of Greater Stark & Carroll Counties to utilize Neighborhood Stabilization Program (NSP) funding to build six new single family homes in the Columbia Heights neighborhood in the City of Massillon.

Section 2:

The Mayor of the City of Massillon is hereby authorized to enter into a development agreement with Habitat for Humanity of Greater Stark & Carroll Counties to utilize Neighborhood Stabilization Program (NSP) funding to build six new single family homes in the Columbia Heights neighborhood. The total estimated project cost for the six new homes is \$380,000.00 (Three Hundred Eighty Thousand Dollars). All proceeds from the sale of these homes will be used for additional housing projects in the City of 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 these dollars will be used to improve blighted areas in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 11 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

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

Section 1:

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

Section 2:

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

Section 3:

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

Section 4:

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

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 12 - 2010

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from R-1 Single Family Residential to I-1 Light Industrial. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on January 13, 2010 and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as I-1 Light Industrial.

Being known as Part of Lots 12848, 13796, 15860, 15894 and all of Lots 12838-12841, 15857, 15895-15897 and 13999, located at 1888 Southway SE. The purpose of the rezoning is to provide sufficient area for plant expansion. The applicant is Fresh Mark, Inc.

Section 3:

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

2nd page is the signature page

Fresh Mark
Rezoning
R-1 to I-1

I-2

I-1

R-1

4th St

4th St

4th St

01.235

01.305

01.425

01.305

01.425

01.305

01.437

01.431

12853

12850

12851

12852

12853

12854

12855

12856

12857

12858

12859

12860

12861

12862

12863

12864

12865

12866

12867

12868

12869

12870

12871

12872

12873

12874

12875

12876

12877

12878

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Massill
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 13 - 2010

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation 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 Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, effective for a period of three (3) years. The cost will be Three Thousand Five Hundred Dollars (\$3,500.00) per year for three (3) years.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a Mutual Agreement for technical assistance between the City of Massillon, Ohio and Stark County Ohio Soil and Water Conservation District, effective for a period of three (3) years. The cost will be Three Thousand Five Hundred Dollars (\$3,500.00) per year for three (3) years.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the Mutual Agreement is signed to help carry out the city's mandated responsibility of the Ohio EPA NPDES Phase 2 Permit Sections. Provided it receives the affirmative vote of two-thirds of the elected members to Council; it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

**Mutual Agreement for Technical Assistance
Between the City of Massillon and
Stark County [Ohio] Soil & Water Conservation District**

Upon this _____ day of _____, 20____, this Memorandum of Understanding was entered into by and between Stark Soil & Water Conservation District, herein referred to as the District and the City of Massillon, herein referred to as the MS4 operator. This Memorandum will be effective for a period of 3 years with no cost increase.

Recognizing the need for effective relationships in carrying out their mandated responsibilities of the Ohio EPA NPDES Phase 2 Permit Sections:

- 3.2.4. Construction Site Storm Water Run-off (MCM 4)
- 3.2.5 Post-Construction Storm Water Quality (MCM 5)

The City of Massillon and the District accept this agreement as the document, which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the MS4 operator as it plans for development, conservation of its environment as well as water quality improvements per EPA's mandated requirements.

District Responsibilities:

1. The District will continue to revise and/or update the existing Stark County Storm Water Quality Regulations to ensure compliance with the Ohio EPA Phase 2 requirements.
2. The District will review and inspect all earthmoving projects that will result in the disturbance of one acre of land (or less than 1 acre if part of a larger plan of development) per the revised regulations and Ohio EPA NPDES Phase 2 Permit.
3. The District will address public complaints pertaining to MCM 4 & 5 by site investigation, letter or phone call.
4. The District will send copies of all inspection reports to the MS4 operator reporting all non-compliant and enforcement sites. Copies of all Post-Construction Maintenance reports will be sent to the MS4 operator as requested, upon completion of the construction project.

5. The District will inspect post construction practices that fall under the categories in Table 2 of the Ohio EPA CGP informing the controlling entity/operator (i.e. the person/parties named in the post construction maintenance plan) and MS4 operator of all required maintenance.
6. The District will furnish to the MS4 operator all information required for their Storm Water Management Program report at the end of every year relating to the MCM 4 and MCM 5 as listed above.
7. The District will provide training materials pertaining to erosion sediment control and post construction water quality for local officials, staff and Homeowners Associations who will be responsible for long term maintenance of post construction BMP's.

MS4 Operator Responsibilities:

1. Recognize the environmental and economic functions of open spaces such as wetlands, stream corridors, ravines, woodlands, flood plains and open fields as worthy of protection.
2. The MS4 operator will require verification from the District on any site 1 acre or more that the Ohio EPA NPDES Permit has been issued and a Storm Water Pollution Prevention Plan has been submitted and approved before a zoning/building permit will be issued.
3. Adopt, apply, and enforce District recommendations when the MS4 operator deems them technically feasible and economically reasonable solutions to resource management and conservation problems. The MS4 operator recognizes that the District has authority to enforce its recommendations only through the County's Storm Water Quality Regulations. The District depends on the MS4's reliance of the District's recommendations as reasonable and worthy of enforcement through the MS4's existing regulatory process.
4. Direct builders, developers and consultants to the District for assistance on planning, conservation and permitting problems early in the land development and planning cycle.

Agreed Responsibilities:

1. The District and the MS4 operator will meet yearly to review the effectiveness of this agreement, coordinate individual and joint progress and exchange information.
2. The MS4 operator recognizes the District's obligation to make its report and other written materials available to the public on request in accordance with the Ohio Public Records Act.
3. The MS4 operator will offer the District a yearly conservation appropriation in the amount of \$3500.00/yr at a set rate for 3 consecutive years to support the District's Urban Program. These appropriations will be billed in January of each year and shall be paid within 60 days of receipt. In the event that the MS4 operator's funding source for compliance with this contract ceases for any reason, the MS4 will notify the District immediately and meet to review funding solutions or terminate the MOU.
5. This agreement may be amended or terminated at any time by mutual consent of both governments, or terminated by either party giving sixty (60) days notice in writing to the other.

All services of the District, ODNR and the USDA Natural Resources Conservation Service are offered on a non-discriminatory basis without regard to race, color, national origin, religion, age, marital status or handicap.

In witness thereof, this Agreement executed and agreed to on the ____ day of _____, 20__.

MS4 Operator

By _____

Title _____

Date _____

**Stark Soil & Water
Conservation District**

By _____

Title _____

Date _____

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 14 - 2010

BY: PARK AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the rental of 114 golf carts for The Legends of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids, according to law, and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder, for the rental of 114 golf carts for The Legends of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and to receive sealed bids according to law, and enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the rental of 114 golf carts for The Legends of Massillon. Said contract will be for a period of three (3) years.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary for the more efficient operation of The Legends of Massillon. It's imperative to have the golf carts here before the golfing season is scheduled to begin. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 15 -2010

BY: POLICE AND FIRE COMMITTEE

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

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public safety and interest to enter into Transportation Agreements between the safety forces of the City of Massillon and the safety forces of Jackson Township, Perry Township, City of Canal Fulton, Village of Beach City, Village of Navarre, Village of Brewster, Village of Wilmot, Village of Hills & Dales and Lawrence Township for the transport of defendants to and from court proceedings and the Stark County Jail.

Section 2:

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

(SEE ATTACHMENT EXHIBIT A)

Section 3:

These Transportation Agreements shall be in effect for a period of one (1) year from January 1, 2010 through December 31, 2010.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into Transportation Agreements between the City of Massillon safety forces and other political subdivision. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

MASSILLON CITY AND VILLAGE OF WILMOT TRANSPORTATION AGREEMENT

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

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

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

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

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

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Wilmot	\$1.00
--------	--------

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:

When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.

4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.

5. Additional Provisions:

Massillon further agrees to provide the following:

- A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
- B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
- C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;

6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:

- A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.

- B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by an Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

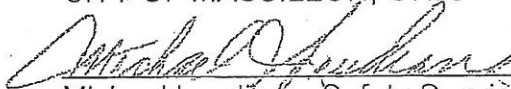
This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO



Michael Loudiana, Safety Service Director

WITNESSES:

VILLAGE OF WILMOT, OHIO

MASSILLON CITY AND PERRY TOWNSHIP TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Perry Twp.	\$36,400.00
------------	-------------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:
Massillon further agrees to provide the following:
 - A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

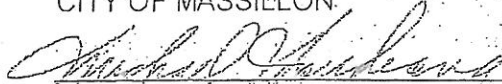
This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON



Michael Loudjara, Safety Service Director

WITNESSES:

BOARD OF TRUSTEES FOR PERRY
TOWNSHIP, STARK COUNTY, OHIO

MASSILLON CITY AND VILLAGE OF NAVARRE TRANSPORTATION AGREEMENT

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

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

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

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

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

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Navarre	\$2750.00
---------	-----------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:
Massillon further agrees to provide the following:
 - A. Routine medical attention that maybe required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO



Michael Loudiana, Safety Service Director

WITNESSES:

VILLAGE OF NAVARRE, OHIO

MASSILLON CITY AND LAWRENCE TOWNSHIP TRANSPORTATION AGREEMENT

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

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

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

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

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

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Lawrence Twp.	\$6,000.00
---------------	------------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:
Massillon further agrees to provide the following:
 - A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

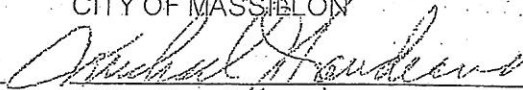
This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON



Michael Loudiana, Safety Service Director

WITNESSES:

BOARD OF TRUSTEES FOR LAWRENCE
TOWNSHIP, STARK COUNTY, OHIO

MASSILLON CITY AND JACKSON TOWNSHIP TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Jackson Twp.	\$49,800.00
--------------	-------------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.

4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.

5. Additional Provisions:

Massillon further agrees to provide the following:

- A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
- B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
- C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;

6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:

A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.

B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded; however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON



Michael Loudiana, Safety Service Director

WITNESSES:

BOARD OF TRUSTEES FOR JACKSON
TOWNSHIP, STARK COUNTY, OHIO

MASSILLON CITY AND VILLAGE OF HILLS & DALES TRANSPORTATION AGREEMENT

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

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

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

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

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

1. Massillon shall be responsible for transportation of Agency's prisoners booked at the Stark County Jail to and/or from the Stark County Jail to the Massillon Municipal Court for court appearances.
 - A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Hills & Dales	\$110.00
---------------	----------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:
Massillon further agrees to provide the following:
 - A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.


This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO


Michael Loudiana, Safety Service Director

WITNESSES:

VILLAGE OF HILLS & DALES, OHIO

MASSILLON CITY AND CITY OF CANAL FULTON TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Canal Fulton	\$7,700.00
--------------	------------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:
Massillon further agrees to provide the following:
 - A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

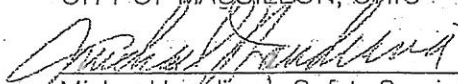
This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010; unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO



Michael Loudiana, Safety Service Director

WITNESSES:

CITY OF CANAL FULTON, OHIO

MASSILLON CITY AND VILLAGE OF BREWSTER TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Brewster	\$915.00
----------	----------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.
4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.
5. Additional Provisions:

Massillon further agrees to provide the following:

- A. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 - B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 - C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:
 - A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.
 - B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by an Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

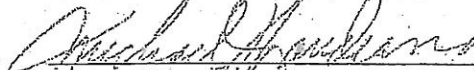
This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO



Michael Loudiana, Safety Service Director

WITNESSES:

VILLAGE OF BREWSTER, OHIO

MASSILLON CITY AND VILLAGE OF BEACH CITY TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2010, through December 31st, 2010, the amount set forth opposite Agency's name below.

Beach City	\$110.00
------------	----------

The annual amounts owed by Agency for the 2010 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for one-fourth (1/4) of the annual amount due under this Agreement in the months of January, April, July and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

In the event an Agency makes an arrest upon a Warrant, and the Warrant is not a Warrant issued by the Massillon Police Department, the arresting Agency shall be responsible for transportation of said prisoner to the Stark County Jail for booking. In the event the Agency makes an arrest upon a Massillon Police Department Warrant, the arresting Agency may drop the prisoner off at the Massillon Police Department or make arrangements to meet at a mutually acceptable location to turn the arrestee over to the Massillon Police Department for transportation and booking.

3. Reportable Offenses:
When an Arresting Agency chooses to summons, rather than book a person charged with a reportable offense, and the person is sent to MPD for processing, the Agency will be charged a fee of \$20.00 per processing.

4. The annual amounts to be paid by each Agency in 2011 shall be computed by allocating the actual costs incurred and number of prisoners actually transported in 2010 for each Agency, said calculation to be provided to each Agency on or before January 30, 2011.

5. Additional Provisions:

Massillon further agrees to provide the following:

A. Routine medical attention that may be required and can be provided at the Massillon City Jail;

B. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;

C. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;

6. In consideration of the foregoing, Agency covenants and agrees to pay Massillon the following:

A. The total cost of using a Massillon police officer to serve as a guard while the Agency prisoner is confined to a hospital, except as provided in section (2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Agency shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Agency has been given notice and failed to supply a guard pursuant to this section.

B. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Agency agrees to assume responsibility for any medical costs for which an Agency prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Agency prisoner, Agency shall reimburse Massillon for said amount. However, Agency shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death of the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.


This Agreement shall take effect in January 1, 2010, and remain in effect until December 31, 2010, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESS:

CITY OF MASSILLON, OHIO


Michael Loudiana, Safety Service Director

WITNESSES:

VILLAGE OF BEACH CITY, OHIO

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

passed

ORDINANCE NO. 16 - 2010

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the Main Avenue West Improvement Project, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to sign a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the Main Avenue West Improvement Project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign a LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for the Main Avenue Improvement Project.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to sign a LPA Federal Local-Let Project agreement with Ohio Department of Transportation so as to proceed with the Main Avenue Improvement Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Rev. 8/6/07

CFDA 20.205

STA: MAIN AVE W
COUNTY-ROUTE-SECTION

86562
PID NUMBER

23342
AGREEMENT NUMBER

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

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

1. PURPOSE

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

2. LEGAL REFERENCES

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

3. FUNDING

- 3.1 The total cost for the PROJECT is estimated to be \$ 490,000 as set forth in Attachment 1. ODOT shall provide to the LPA 80 percent of the eligible costs, up to a maximum of \$ 470,400 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied

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

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

4. PROJECT DEVELOPMENT AND DESIGN

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

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

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

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

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

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

5. ENVIRONMENTAL RESPONSIBILITIES

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

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

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

6. RIGHT OF WAY/UTILITIES/RAILROAD COORDINATION

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

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

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

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

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

7. ADVERTISING, SALE AND AWARD

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

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

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

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

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

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

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

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

8. CONSTRUCTION CONTRACT ADMINISTRATION

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

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

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

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

Keith Dylewski, P.E.
City Engineer
151 Lincolnway East
Massillon OH 44646
330-830-1722

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

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

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

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

9. CERTIFICATION AND RECAPTURE OF FUNDS

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

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

10. NONDISCRIMINATION

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

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

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

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

WAIVER PROCESS FOR DBE GOALS

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

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

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

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

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

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

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

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

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

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

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

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

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

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

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

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

14. NOTICE

14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Keith Dylewski, P.E.	ANTHONY ZUMBO, PE, PS
City Engineer	ODOT DISTRICT 4 LPA COORDINATOR
151 Lincolnway East	2088 SOUTH ARLINGTON RD.
Massillon OH 44646	AKRON OH 44306

15. GENERAL PROVISIONS

15.1 *Audit Requirements:* The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act) for any and all projects with a total cost of \$500,000 or more.

15.2 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after FHWA approves the LPA's final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

15.3 *Ohio Ethics Laws:* In accordance with Executive Order 2007-01S, the LPA, by signing this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The LPA understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the State of Ohio.

15.4 [Conditional] *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.

15.5 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

15.6 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

15.7 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.

15.8 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.

15.9

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

STA- MAIN AVE W
COUNTY-ROUTE-SECTION

86562
PID NUMBER

23342
AGREEMENT NUMBER

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

LPA: _____

By: _____

Title: _____

Date: _____

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____

Jolene M. Molitoris
Director

Date: _____

23342
AGREEMENT NUMBER

PROJECT BUDGET – SOURCES AND USES OF FUNDS

Attachment 2

DIRECT PAYMENT OF CONTRACTOR

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

We, the City of Massillon request that all payments for the Federal/State share of the construction costs of this agreement performed by _____
(CONTRACTOR'S NAME)

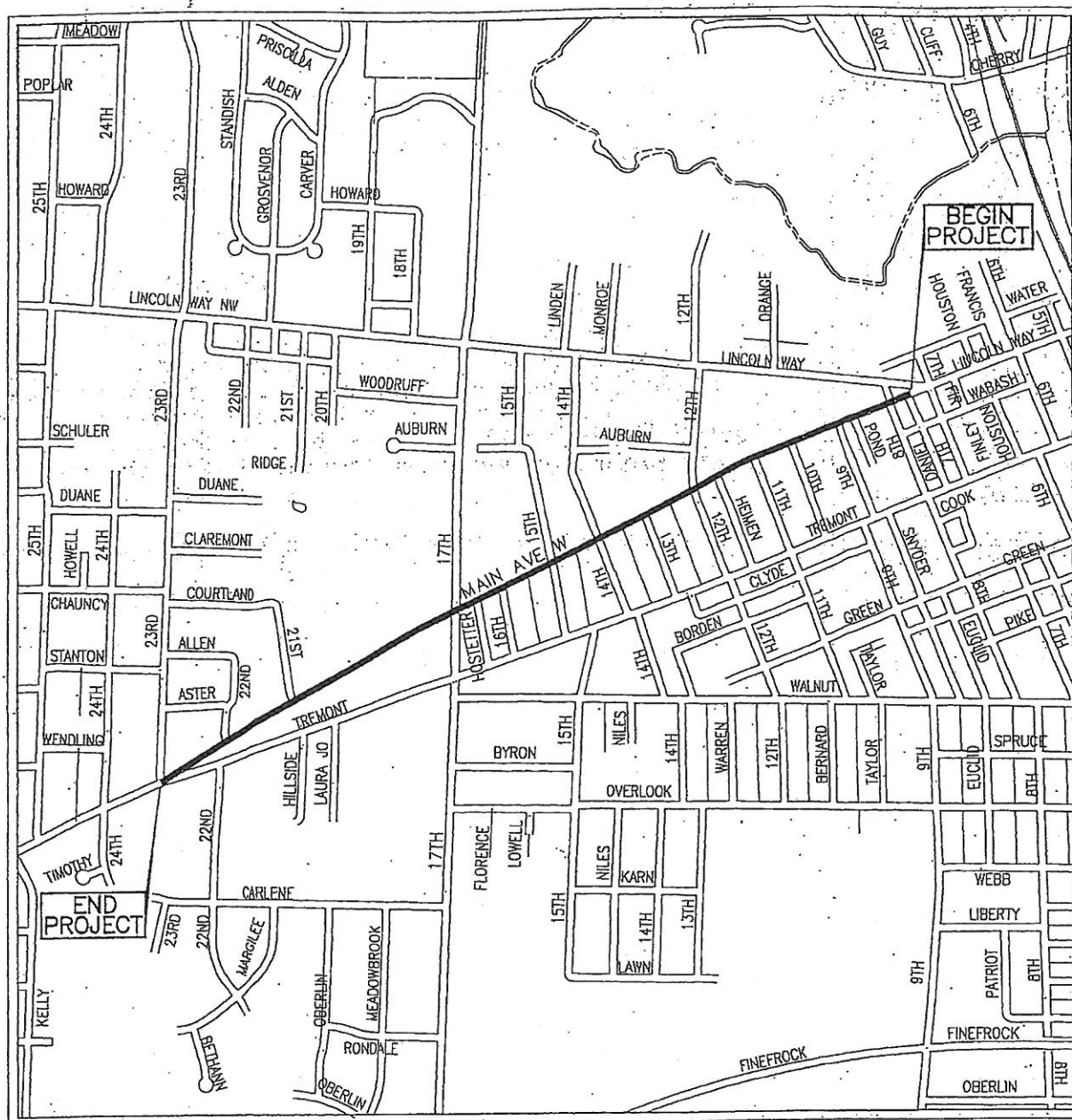
be paid directly to _____
(CONTRACTOR'S NAME)

Contractor Name:
OAKS Vendor ID:
Mailing Address:

LPA signature

LPA Name:
OAKS Vendor ID:
Mailing Address:

Approved, ODOT signature



LOCATION MAP

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 17 - 2010

passed

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Main Avenue West Improvement Project in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Main Avenue West Improvement Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the Main Avenue West Improvement Project in the City of Massillon. The total estimated cost of the project is Four Hundred Ninety Thousand Dollars (\$490,000.00); 80% will be funded through SCATS and the remaining 20% is anticipated through the Stark County Municipal Road Fund.

Section 3:

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

2nd page is the signature page

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 18 - 2010

passed

BY: STREETS, HIGHWAYS, SAFETY AND TRAFFIC COMMITTEE

TITLE: AN ORDINANCE accepting the lot split and dedication plat of Part of Out Lot 330, located on the north side of Lincoln Way East, just west of 27th Street NE, and including the dedication of a small portion of Lincoln Way East, 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.

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

Section 1:

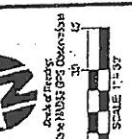
The lot split and dedication plat of Part of Out Lot 330, located on the north side of Lincoln Way East, just west of 27th Street NE, and including the dedication of a small portion of Lincoln Way East, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, is hereby accepted and confirmed. This lot split and dedication plat was approved by the Planning Commission at the meeting held January 13, 2010. The property being split and dedication plat is described as follows:

Being known as Part of Out Lot 330, located on the north side of Lincoln Way East, just west of 27th Street NE. The proposal is to divide a small parcel approximately 0.981 acres out of the existing 6.4 acres. Also included is the dedication of a small portion of Lincoln Way East. The parcel is zoned B-3 General Business. The applicant is Daniel G. Kamin Massillon, LLC/Bayer-Becker Engineering.

Section 2:

This Ordinance is declared to be an emergency measure for the reason that said lot splitting and dedication plat is needed for the sale of a portion of the parking area for development of an auto parts store. The lot splitting and dedication plat must be approved for proper community growth and hence immediately necessary for the preservation of the 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.

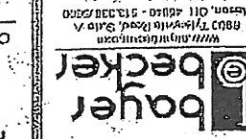
2nd page is the signature page



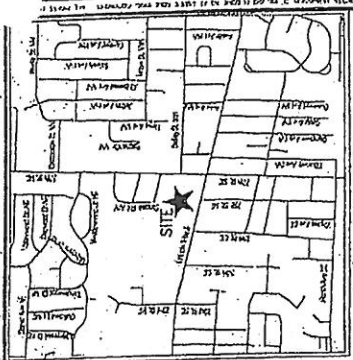
DATE: 04/10/2010
 TIME: 10:52 AM
 DRAWN BY: J. LAMBERT, P.E.
 CHECKED BY: J. LAMBERT, P.E.

Item	Revision	Description	Date
1	0	Initial	04/10/2010

REPLAT OF PT. OUTLOT 330
 OF LINCOLN WAY EAST
 NE SECTION 8, TOWN 10, RANGE 9
 CITY OF MASSILLON, STARK COUNTY, OHIO



1 of 1



OWNER CERTIFICATION:
 I, DANIEL G. RAMM, OWNER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF MASSILLON, OHIO, AND THAT THE CITY OF MASSILLON, OHIO, IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN. I, DANIEL G. RAMM, DO HEREBY CERTIFY THAT THE CITY OF MASSILLON, OHIO, IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

STATE OF OHIO
 COUNTY OF STARK
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED OWNER, REPRESENTED BY ITS MEMBER, WHO ACKNOWLEDGED THE MARKING OF THIS PLAT TO BE ITS FREE ACT AND DEED.

NOTARY PUBLIC, STATE OF OHIO
 JAY COAKES, NOTARY

PLANNING COMMISSION:
 THIS PLAT APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF MASSILLON, COUNTY OF STARK, STATE OF OHIO AT A MEETING HELD THIS DAY OF APRIL, 2010.

CITY ENGINEER:
 THIS PLAT APPROVED AND ACCEPTED BY THE CITY OF MASSILLON ENGINEER THIS DAY OF APRIL, 2010.

MASSILLON CITY LAW DIRECTOR:
 I HEREBY CERTIFY BASED ON DOCUMENTS SUBMITTED TO ME THAT TO THE BEST OF MY KNOWLEDGE NO ENCUMBRANCES EXIST ON ANY OF THE LANDS OFFERED FOR DEDICATION AS A PUBLIC STREET THIS DAY OF APRIL, 2010.

MASSILLON CITY LAW DIRECTOR
 ACCEPTED BY THE COUNCIL OF THE CITY OF MASSILLON BY ORDINANCE NO. 20, PASSED THIS DAY OF APRIL, 2010.

OWNER: DANIEL G. RAMM, MASSILLON, LLC.
 18000 N. LINCOLN WAY
 MASSILLON, OH 44860

SURVEY NOTES:
 BASES OF BEARINGS, CTS OBSERVATIONS, CHSD NORTH ZONE (NAD-83 / CORS99) 3401
 DEED REFERENCE: INSTRUMENT NO. 2007020000023
 TAX MAPS: MASSILLON 36
 PLATS: ALTA SURVEY BY COOPER & ASSOCIATES
 REPLAT BY COOPER & ASSOCIATES
 DEEDS OF RECORD AS SHOWN
 MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE SHOWN.
 LINES OF OCCUPATION, WHEREVER THEY EXIST, GENERALLY AGREE WITH THE BOUNDARY LINES EXCEPT AS SHOWN.
 ALL DOCUMENTS USED AS SHOWN.

OWNER CERTIFICATION:
 I, DANIEL G. RAMM, OWNER, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE CITY OF MASSILLON, OHIO, AND THAT THE CITY OF MASSILLON, OHIO, IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN. I, DANIEL G. RAMM, DO HEREBY CERTIFY THAT THE CITY OF MASSILLON, OHIO, IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

STATE OF OHIO
 COUNTY OF STARK
 BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE SIGNED OWNER, REPRESENTED BY ITS MEMBER, WHO ACKNOWLEDGED THE MARKING OF THIS PLAT TO BE ITS FREE ACT AND DEED.

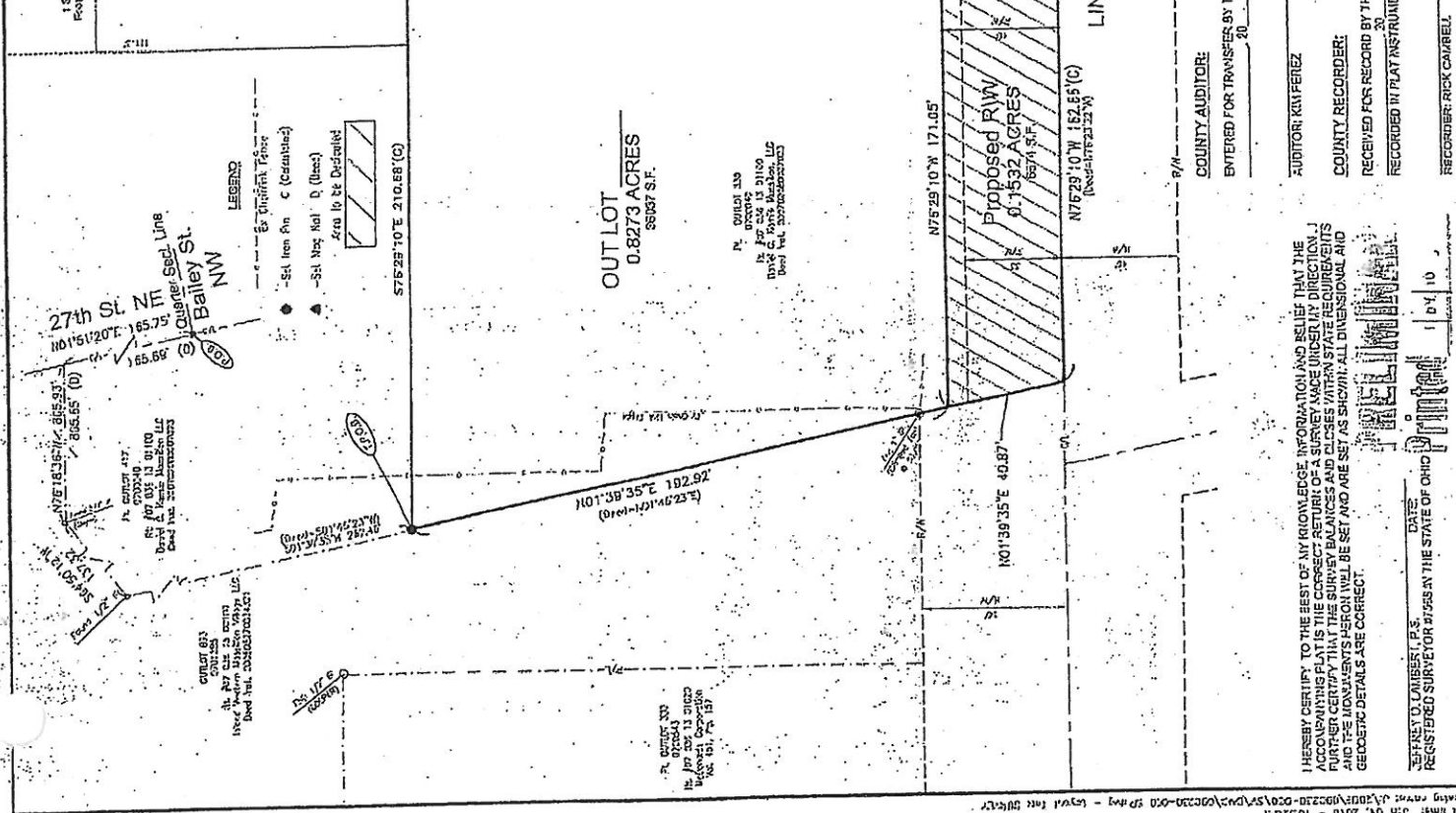
NOTARY PUBLIC, STATE OF OHIO
 JAY COAKES, NOTARY

PLANNING COMMISSION:
 THIS PLAT APPROVED AND ACCEPTED BY THE PLANNING COMMISSION OF THE CITY OF MASSILLON, COUNTY OF STARK, STATE OF OHIO AT A MEETING HELD THIS DAY OF APRIL, 2010.

CITY ENGINEER:
 THIS PLAT APPROVED AND ACCEPTED BY THE CITY OF MASSILLON ENGINEER THIS DAY OF APRIL, 2010.

MASSILLON CITY LAW DIRECTOR:
 I HEREBY CERTIFY BASED ON DOCUMENTS SUBMITTED TO ME THAT TO THE BEST OF MY KNOWLEDGE NO ENCUMBRANCES EXIST ON ANY OF THE LANDS OFFERED FOR DEDICATION AS A PUBLIC STREET THIS DAY OF APRIL, 2010.

MASSILLON CITY LAW DIRECTOR
 ACCEPTED BY THE COUNCIL OF THE CITY OF MASSILLON BY ORDINANCE NO. 20, PASSED THIS DAY OF APRIL, 2010.



DATE: 04/10/2010
 TIME: 10:52 AM
 DRAWN BY: J. LAMBERT, P.E.
 CHECKED BY: J. LAMBERT, P.E.

27TH ST NE

4302701
4308964
4303444

4310339

4305308

0700040

Lot Split & Dedication Plat
for 2600 Lincoln Way East

172

Area to be Dedicated

0601083

25TH ST SE

0701285

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.19 - 2010

passed

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Neighborhood Stabilization Program Fund, Capital Improvement Fund, Indigent Driver Alcohol Fund, Street Fund, Safety Fund, Parks & Rec. Capital Improvement Fund, Forfeited Funds Fund and Muni Motor Vehicle License Plate 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 Neighborhood Stabilization Program Fund, for the year ending December 31, 2010 the following:

\$380,000.00 to an account entitled "Housing Activities" 1207.845.2802
\$100,000.00 to an account entitled "Demolition" 1207.845.2801
\$ 50,000.00 to an account entitled "NSP Administration" 1207.845.2377

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2010 the following:

\$55,349.00 to an account entitled "6 Police Cruiser Lease Payment" 1401.305.2530
\$42,593.00 to an account entitled "Early Warning Signals Lease" 1401.325.2530
\$19,780.00 to an account entitled "Street Sweeper Lease Payment" 1401.435.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Indigent Alcohol Driver Fund, for the year ending December 31, 2010 the following:

\$100,000.00 to an account entitled "Services/Contracts" 1225.125.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Street Fund, for the year ending December 31, 2010 the following:

\$65,000.00 to an account entitled "Supplies/Materials" 1201.435.2410

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Safety Fund, for the year ending December 31, 2010 the following:

\$25,000.00 to an account entitled "Supplies/Materials" 1202.435.2410

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Parks & Rec. Capital Improvement Fund, for the year ending December 31, 2010 the following:

\$10,639.95 to an account entitled "Capital Equipment" 1433.505.2530

Section 7:

There be and hereby is appropriated from the unappropriated balance of the Forfeited Funds Fund, for the year ending December 31, 2010 the following:

\$3,500.00 to an account entitled "Travel/Seminar/Schooling" 1227.115.2389

\$3,500.00 to an account entitled "Services/Contracts" 1227.115.2392

\$3,500.00 to an account entitled "Professional Dues" 1227.115.2394

\$2,470.85 to an account entitled "Supplies/Materials/Postage" 1227.115.2410

Section 8:

There be and hereby is appropriated from the unappropriated balance of the Muni Motor Vehicle License Plate Fund, for the year ending December 31, 2010 the following:

\$3,500.00 to an account entitled "Services/Contracts" 1206.405.2392

\$3,500.00 to an account entitled "Services/Contracts" 1206.405.2392

Section 9:

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

DATE: FEBRUARY 1, 2010

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 20 - 2010

passed

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Auditor of the City of Massillon, Ohio, to enter into a contract with Dianne Oliver for professional services to research opportunities for grants for the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a contract with Dianne Oliver for professional services to research opportunities for grants for the City of Massillon.

Section 2:

The Auditor of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract with Dianne Oliver for professional services to research opportunities for grants for the City of Massillon. The cost for the professional services of Dianne Oliver will be at the sum of Sixty-Five Dollars (\$65.00) per hour. Said contract is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the contract with Dianne Oliver be signed so she can begin working on researching grant opportunities for the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

CITY OF MASSILLON, OHIO
Independent Contractor Agreement

This agreement made this _____ day of _____, 2010 by and between the City of Massillon, hereinafter called "CITY" and Dianne Oliver, hereinafter called the "CONSULTANT" in which consultant agrees to provide the following services for the City:

A. Duties

The CONSULTANT'S main task is to assist the Auditor and the City of Massillon in administering tasks related to Grant Writing as may be available by state law, local ordinances and/or applicable rules and regulations.

The CONSULTANT shall provide the following services for the CITY:

1. Will explore potential grant opportunities and will develop grant proposals for submission for funding.
2. Research opportunities for funding. Potential sources will include local, state and federal public funding as well as local, regional and national private funding. As potential grant opportunities are identified, Consultant will work with Jayne Ferrero and appropriate city staff to determine the following:

Does the grant match the need for the service identified?
Does the City of Massillon match the requirements of the grant?

If the determination is made to pursue the grant under consideration, Consultant will develop an outline which details all of the information and documentation needed to fully develop the proposal. Consultant will then coordinate the compilation of the information with support from a designated representative from the City. Once all of the needed information is obtained, Consultant will be responsible for the actual writing and development of the proposal.

B. Compensation

The City will pay the Consultant for her services under this AGREEMENT at a rate of \$65.00 per hour, during the period of this AGREEMENT for services performed by the Consultant. Consultant must submit monthly invoices for services rendered detailing the hours spent by Consultant each month and such invoices shall be paid by CITY according to its usual custom for payment of invoices.

The CITY will provide support employees as needed and available to assist Consultant with any of the services Consultant provides.

C. Independent Contractor

1. Consultant is an independent contractor and is responsible for the control, direction and completion of her work. As such, neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld nor paid by CITY on behalf of Consultant. Consultant shall not be treated as an employee with respect to services performed hereunder for federal or state purposes.
2. Because Consultant is engaged in her own independent business, she is not eligible for and shall not participate in, any pension, health or fringe benefit plan of the CITY.
3. Consultant understands that she, alone, is responsible to pay according to law, her own income taxes. If Consultant is not a corporation she further understands that she may be liable for self-employment (social security) tax to be paid according to law.

D. Reimbursements and Expenses

CITY shall reimburse Consultant for all reasonable expenses incurred in travel for CITY; attending conferences, educational courses and meetings upon presentation of appropriate expense reports. All travel expenses shall be pre-approved in writing.

E. Termination

Consultant and CITY both acknowledge and agree that Consultant is an independent contractor supplying consulting services for the CITY. As such either CITY or Consultant may terminate this arrangement at any time for any reason.

The AGREEMENT will be in effect unless terminated by either party as provided for herein. The CITY or CONSULTANT may terminate the AGREEMENT at anytime, for any reason, two (2) weeks after written notice has been given to the appropriate party.

IN WITNESS THEREOF, the parties have hereunto set their hands this _____ Day of _____, 2010.

ATTEST

THE CITY OF MASSILLON, OHIO

Witness

Jayne A. Ferrero, Auditor

ATTEST

CONSULTANT

Witness

Dianne Oliver

DATE: FEBRUARY 1, 2010CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 21 - 2010

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE appropriating money for current expenses and other expenses of the City of Massillon, Ohio, for the fiscal period 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:

That in order to provide for the current expenses and other expenses of the City of Massillon, Ohio, during the fiscal period ending December 31, 2009, the following sums be and are hereby appropriated.

<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.....\$	74,530.00		
1100.105.2111	Council Clerk Salary.....	41,610.00		
1100.105.2210	Health/Life.....	4,500.00		
1100.105.2230	P.E.R.S.....	16,260.00		
1100.105.2231	City Share Medicare.....	1,685.00		
1100.105.2389	Travel/Seminar/School.....	0.00		
1100.105.2392	Services/Contracts.....	20,000.00		
1100.105.2410	Supplies/Materials/Postage.....	500.00		
	TOTAL COUNCIL.....		\$ 159,085.00	

MAYOR

1100.110.2110	Mayor Salary.....\$	63,416.00		
1100.110.2111	Mayor Adm. Asst. Salary.....	84,000.00		
1100.110.2210	Health/Life.....	19,860.00		
1100.110.2230	P.E.R.S.....	20,639.00		
1100.110.2231	City Share Medicare.....	609.00		
1100.110.2389	Travel/Seminar/School.....	- 0 -		
1100.110.2392	Services/Contracts.....	35,000.00		
1100.110.2410	Supplies/Materials/Postage.....	1,500.00		
	TOTAL MAYOR.....		\$ 225,024.00	

LAW DIRECTOR

1100.115.2110	Law Director Salary.....\$	45,096.00		
1100.115.2111	Law Director Clerk Salary.....	340,000.00		
1100.115.2210	Health/Life.....	54,384.00		
1100.115.2230	P.E.R.S.....	53,914.00		
1100.115.2231	City Share Medicare.....	5,584.00		
1100.115.2317	Bond.....	100.00		
1100.115.2389	Travel/Seminar/School.....	500.00		
1100.115.2392	Services/Contracts.....	6,000.00		
1100.115.2410	Supplies/Materials/Postage.....	3,000.00		
	TOTAL LAW DIRECTOR.....		\$ 508,578.00	

Acct. #	Account	Amount	Dept. Total	Fund Total
DOMESTIC VIOLENCE GRANT				
1100.116.2111	Salary.....	\$ 55,230.00		
1100.116.2210	Health/Life.....	3,800.00		
1100.116.2230	P.E.R.S.....	7,732.00		
1100.116.2231	City Share Medicare.....	801.00		
1100.116.2270	Worker's Comp.....	2,100.00		
1100.116.2389	Travel/Seminar/School.....	201.00		
1100.116.2392	Contracted Services.....	5,000.00		
1100.116.2410	Supplies/Materials/Postage.....	3,355.00		
	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.....	\$ 547.00		
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.....		\$ 684.00	

<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.....	\$ 9,300.00		
1100.150.2111	Adm. Asst. Salary.....	- 0 -		
1100.150.2210	Health/Life.....	- 0 -		
1100.150.2230	P.E.R.S.....	1,302.00		
1100.150.2231	City Share Medicare.....	135.00		
1100.150.2389	Travel/Seminar/School.....	-0-		
1100.150.2392	Services/Contracts.....	5,000.00		
1100.150.2410	Supplies/Materials/Postage.....	750.00		
	TOTAL CIVIL SERVICE COMMISSION.....		\$ 16,487.00	

EMPLOYEES BENEFITS DEPARTMENT

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.....	14,000.00		
1100.155.2410	Supplies/Materials/Postage.....	500.00		
	EMPLOYEES BENEFITS DEPARTMENT.....		\$ 14,500.00	

SERVICE DEPARTMENT

1100.160.2110	Director Salary.....	\$ 69,905.00		
1100.160.2210	Health/Life.....	12,260.00		
1100.160.2230	P.E.R.S.....	9,787.00		
1100.160.2231	City Share Medicare.....	1,014.00		
1100.160.2389	Travel/Seminar/School.....	250.00		
1100.160.2392	Services/Contracts.....	1,000.00		
1100.160.2410	Supplies/Materials/Postage.....	1,000.00		
1100.160.2430	Gas & Oil.....	750.00		
	TOTAL SERVICE DEPARTMENT.....		\$ 95,966.00	

EEO DEPARTMENT

1100.175.2112	Director Salary.....	\$ 7,500.00		
1100.175.2210	Health/Life.....	- 0 -		
1100.175.2230	P.E.R.S.....	1,050.00		
1100.175.2231	City Share Medicare.....	109.00		
1100.175.2389	Travel/Seminar/School.....	100.00		
1100.175.2392	Services/Contracts.....	0.00		
1100.175.2410	Supplies/Materials/Postage.....	300.00		
	TOTAL EEO DEPARTMENT.....		\$ 9,059.00	

AUDITOR

1100.205.2110	Auditor's Salary.....	\$ 52,142.00		
1100.205.2111	Deputy Auditors Salary.....	169,000.00		
1100.205.2210	Health/Life.....	41,654.00		
1100.205.2230	P.E.R.S.....	30,960.00		
1100.205.2231	City Share Medicare.....	3,207.00		
1100.205.2317	Bond.....	100.00		
1100.205.2389	Travel/Seminar/School.....	450.00		
1100.205.2392	Services/Contracts.....	60,000.00		
1100.205.2410	Supplies/Materials/Postage.....	13,000.00		
	TOTAL AUDITOR.....		\$ 370,513.00	

ORDINANCE NO. 21 - 2010

Page 4

<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.....	\$ 133,000.00		
1100.210.2210	Health/Life.....	25,500.00		
1100.210.2230	P.E.R.S.....	18,620.00		
1100.210.2231	City Share Medicare.....	1,929.00		
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.....	141,000.00		
1100.210.2721	S.D. Refunds.....	120,159.00		
	TOTAL INCOME TAX DEPARTMENT.....		\$ 481,427.00	

TREASURER

1100.215.2110	Treasurer Salary.....	\$ 12,684.00		
1100.215.2111	Temporary Help.....	0.00		
1100.215.2210	Health/Life.....	11,994.00		
1100.215.2230	P.E.R.S.....	1,846.00		
1100.215.2231	City Share Medicare.....	192.00		
1100.215.2317	Bond.....	200.00		
1100.215.2389	Travel/Seminar/School.....	750.00		
1100.215.2392	Services/Contracts.....	1,000.00		
1100.215.2410	Supplies/Materials/Postage.....	1,000.00		
	TOTAL TREASURER.....		\$ 29,666.00	

POLICE DEPARTMENT

1100.305.2110	Police Salary.....	\$ 2,300,000.00		
1100.305.2111	Steno Staff Salary.....	70,000.00		
1100.305.2114	Animal Control Officer.....	46,000.00		
1100.305.2119	Police Comp Paid.....	100,000.00		
1100.305.2119	Police Overtime Paid.....	100,000.00		
1100.305.2210	Health/Life.....	536,900.00		
1100.305.2230	P.E.R.S.....	16,240.00		
1100.305.2231	City Share Medicare.....	33,582.00		
1100.305.2260	Accrued Liability.....	52,000.00		
1100.305.2280	Uniform Alliance.....	56,000.00		
1100.305.2375	Central Dispatch-Police Share.....	307,214.00		
1100.305.2389	Travel/Seminar/School.....	8,000.00		
1100.305.2392	Services/Contracts.....	35,000.00		
1100.305.2410	Supplies/Materials/Postage.....	35,000.00		
1100.305.2430	Gas & Oil.....	70,000.00		
1100.305.2530	Safety Equipment.....	7,500.00		
1100.305.2590	Leases.....	- 0 -		
1100.305.2710	Disability & Pension Transfer.....	523,854.00		
	TOTAL POLICE DEPARTMENT.....		\$ 4,297,290.00	

SPECIAL INVESTIGATIONS

1100.315.2387	Futherance of Justice.....	\$		
1100.315.2410	Supplies/Materials/Postage.....			
	TOTAL SPECIAL INVESTIGATIONS.....	\$	-0-	

TOTAL POLICE & SPEC. INVEST. DEPARTMENT... \$ 4,297,290.00

<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.....	\$ 1,800,000.00		
1100.325.2118	Fire Comp Time Paid.....	75,000.00		
1100.325.2119	Fire Overtime Paid.....	10,000.00		
1100.325.2210	Health/Life.....	494,702.00		
1100.325.2231	City Share Medicare.....	22,983.00		
1100.325.2260	Accrued Liability.....	42,000.00		
1100.325.2280	Uniform Allowance.....	37,000.00		
1100.325.2375	Central Dispatch-Fire Share.....	175,523.00		
1100.325.2389	Travel/Seminar/School.....	5,000.00		
1100.325.2391	Funeral Expenses.....	500.00		
1100.325.2392	Services/Contracts.....	40,000.00		
1100.325.2410	Supplies/Materials/Postage.....	30,000.00		
1100.325.2430	Gas & Oil.....	15,000.00		
1100.325.2530	Safety Equipment.....	8,000.00		
1100.325.2710	Disability & Pension Transfer.....	642,191.00		
	TOTAL FIRE DEPARTMENT.....		\$ 3,397,899.00	

ENGINEERING DEPARTMENT

1100.405.2110	Engineering Salary.....	\$ 82,309.00		
1100.405.2210	Health/Life.....	14,400.00		
1100.405.2230	P.E.R.S.....	11,523.00		
1100.405.2231	City Share Medicare.....	1,194.00		
1100.405.2389	Travel/Seminar/School.....	2,600.00		
1100.405.2392	Services/Contracts.....	8,000.00		
1100.405.2410	Supplies/Materials/Postage.....	5,200.00		
1100.405.2430	Gas & Oil.....	2,500.00		
	TOTAL ENGINEERING DEPARTMENT.....		\$ 127,726.00	

CITY HALL

1100.410.2110	Janitors Salary.....	\$ 56,200.00		
1100.410.2210	Health/Life.....	17,025.00		
1100.410.2230	P.E.R.S.....	7,868.00		
1100.410.2231	City Share Medicare.....	815.00		
1100.410.2333	Energy Savings Lease.....	60,946.00		
1100.410.2340	Utilities.....	409,755.00		
1100.410.2392	Services/Contracts.....	35,000.00		
1100.410.2410	Supplies/Materials/Postage.....	10,000.00		
	TOTAL CITY HALL.....		\$ 597,609.00	

BUILDING DEPARTMENT

1100.415.2110	Building Salary.....	\$ 150,000.00		
1100.415.2210	Health/Life.....	14,795.00		
1100.415.2230	P.E.R.S.....	21,000.00		
1100.415.2231	City Share Medicare.....	2,175.00		
1100.415.2389	Travel/Seminar/School.....	1,500.00		
1100.415.2392	Services/Contracts.....	15,000.00		
1100.415.2410	Supplies/Materials/Postage.....	5,000.00		
1100.415.2420	3% Assessment Tax.....	2,000.00		
1100.415.2430	Gas & Oil.....	3,000.00		
1100.415.2720	Refunds.....	- 0 -		
	TOTAL BUILDING DEPARTMENT.....		\$ 214,470.00	

<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.....	22,000.00		
1100.440.2410	Supplies/Materials/Postage.....	41,000.00		
1100.440.2430	Gas & Oil.....	1,000.00		
	TOTAL GARAGE DEPARTMENT.....	\$	64,000.00	
<u>HEALTH DEPARTMENT</u>				
1100.705.2110	Health Dept. Salary.....\$	211,000.00		
1100.705.2210	Health/Life.....	55,418.00		
1100.705.2230	P.E.R.S.....	29,540.00		
1100.705.2231	City Share Medicare.....	3,060.00		
1100.705.2280	Uniform Allowance.....	100.00		
1100.705.2389	Travel/Seminar/School.....	60.00		
1100.705.2392	Services/Contracts.....	4,200.00		
1100.705.2410	Supplies/Materials/Postage.....	1,000.00		
1100.705.2430	Gas & Oil.....	1,000.00		
	TOTAL HEALTH DEPARTMENT.....	\$	305,378.00	
<u>MOSQUITO CONTROL</u>				
1100.725.2392	Services/Contracts.....\$	200.00		
1100.725.2410	Supplies/Materials/Postage.....\$	1,000.00		
	TOTAL MOSQUITO CONTROL.....	\$	1,200.00	
<u>MISCELLANEOUS</u>				
1100.905.2150	Accumulated Sick Leave.....\$	100,000.00		
1100.905.2270	Workers Compensation.....	335,000.00		
1100.905.2312	Insurance.....	257,700.00		
1100.905.2390	Regional Planning.....	0.00		
1100.905.2391	Real Property Tax.....	45,000.00		
1100.905.2392	Street Lighting.....	350,000.00		
1100.905.2393	County Fees.....	42,000.00		
1100.905.2394	Ohio Municipal League.....	3,530.00		
1100.905.2395	State Examination.....	55,000.00		
1100.905.2396	Bank Charges.....	3,200.00		
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.....	5,000.00		
1100.905.2398	Taxes Due From Annexation.....	5,000.00		
1100.905.239E	Purchasing Fees.....	170.00		
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.....		\$ 2,137,350.00	
	TOTAL GENERAL FUND.....			\$ 15,715,929.00

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

Acct. #	Account	Amount	Dept. Total	Fund Total
COMMUNITY DEVELOPMENT FUND				
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		

MASSILLON MUNICIPAL COURT CI FUND				
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

SECTION 108 LOAN FUND				
1205.845.2390	Section 108.....	\$ - 0 -		
	TOTAL SECTION 108 SECTION LOAN.....	\$ - 0 -		

TOTAL SECTION 108 LOAN FUND..... \$ - 0 -

MUNICIPAL MOTOR VEHICLE LICENSE FUND				
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

PARKING ENFORCEMENT FUND				
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
PROBATION SERVICES/CONTRACTS FUND (Cont.)				
1238.125.2410	Supplies/Materials/Postage.....	\$ 5,000.00		
	TOTAL PROBATION SERVICES/CONTRACTS.....		\$ 162,073.00	
	TOTAL PROBATION SERVICES/CONTRACTS FUND.....			\$ 162,073.00
ENTERPRISE ZONE FUND				
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
ADR FUND				
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
LINCOLN CENTER DEBT RETIREMENT FUND				
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
SENIOR HOUSING DEBT RETIREMENT FUND				
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
WWT DEBT RETIREMENT FUND				
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

Acct: #	Account	Amount	Dept: Total	Fund: Total
<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>				
2101.610.2140	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		

<u>Acct. #</u>	<u>Account</u>	<u>Amount</u>	<u>Dept. Total</u>	<u>Fund Total</u>
WASTEWATER TREATMENT DEPARTMENT FUND (Cont.)				
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	

CITY SEWER O & M DEPARTMENT

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

SOLID WASTE DEPARTMENT FUND

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

LEGENDS GOLF COURSE DEPARTMENT FUND

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		

Acct. #	Account	Amount	Dept. Total	Fund Total
LEGENDS GOLF COURSE DEPARTMENT FUND (Cont.)				
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

INSURANCE FUND

2202.905.2310	Employee Insurance.....\$	25,000.00		
2202.905.2311	Retirees Insurance.....			
TOTAL INSURANCE.....		\$	25,000.00	

TOTAL INSURANCE FUND..... \$ 25,000.00

STATE PATROL TRANSFER FUND

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

FIRE DAMAGE STRUCTURE FUND

3107.905.2390	Fire Damage Structure.....\$	30,000.00		
TOTAL FIRE DAMAGE STRUCTURE.....		\$	30,000.00	

TOTAL FIRE DAMAGE STRUCTURE FUND..... \$ 30,000.00

UNCLAIMED MONEY FUND

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

TIF SERVICE PAYMENT FUND

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	

MASSILLON MUSEUM FUND

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

Acct. #	Account	Amount	Dept. Total	Fund Total
MASSILLON MURAL FUND				
3112.905.2510	Massillon Mural Project.....	\$ - 0 -		
	TOTAL MASSILLON MURAL.....		\$ - 0 -	
	TOTAL MASSILLON MURAL FUND.....			\$ - 0 -

GRAND TOTAL ALL FUNDS..... \$36,013,869.00

ALL FUNDS

1100	General Fund.....	\$ 15,715,929.00
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.....		\$ 36,013,869.00

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:

\$ 523,854.00	from General Fund to Police Pension Fund
\$ 642,191.00	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