

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

DATE: MONDAY, FEBRUARY 6, 2012  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE IS ONE PUBLIC HEARING TONIGHT  
ORDINANCE NO. 1 – 2012 AT 7:00PM REZONING (AFFINITY MEDICAL CENTER)

1. ROLL CALL
2. INVOCATION BY COUNCILMAN LARRY SLAGLE
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. 6 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a purchase agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation (CIC) of Massillon, Inc., in accordance with Section 761.02 of the Ohio Revised Code, and declaring an emergency.

ORDINANCE NO. 7 – 2012

BY: ENVIRONMENTAL COMMITTEE

1ST READING

AN ORDINANCE amending CHAPTER 920 "EROSION SEDIMENT CONTROL" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 920.08(a) "Monitoring the Permit for Compliance" and enacting replacement Section 920.08(a) "Monitoring the Permit for Compliance" and declaring an emergency.

ORDINANCE NO. 8 – 2012

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, receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the highest and best bidder for the operation of the concession stand at Genshaft Park, and declaring an emergency.

ORDINANCE NO. 9 – 2012

BY: RULES, COURTS AND CIVIL SERVICE

1ST READING

AN ORDINANCE amending Ordinance No. 185 – 2006 by creating SubSection (F) of Article XVII Section 1 on the attachment thereto, and declaring an emergency.

ORDINANCE NO. 10 – 2012

BY: RULES, COURTS AND CIVIL SERVICE

1ST READING

AN ORDINANCE amending Ordinance No. 185 – 2006 by suspending any and all step increases in pay based upon years of service with the City as contained in the schedules attached thereto, and declaring an emergency.

**ORDINANCE NO. 11 – 2012**

**BY: FINANCE COMMITTEE**

PASS 9-0

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Community Partnership Prosecution Fund, 2105 Stormwater Utility Fund, 1406 Wastewater Treatment Plant Capital Improvement Fund, Insurance Fund, 1401 Capital Improvement Fund, Forfeited Funds Fund and the EMS Capital Fund, for the year ending December 31, 2012, and declaring an emergency.

**ORDINANCE NO. 12 – 2012**

**BY: FINANCE COMMITTEE**

PASS 9-0

**AN ORDINANCE** reducing the appropriations in the General Fund, for the ending December 31, 2012, and declaring an emergency.

**ORDINANCE NO. 13 – 2012**

**BY: FINANCE COMMITTEE**

1ST READING

**AN ORDINANCE** amending Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" of CHAPTER 181 "INCOME TAX" of the Codified Ordinances of the City of Massillon, by enacting a new Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" of said CHAPTER 181 "INCOME TAX", and declaring an emergency.

**RESOLUTION NO. 4 – 2012**

**BY: FINANCE COMMITTEE**

PASS 9-0

**A RESOLUTION** regarding recent discussions of State Biennial Bill (HB 153) suggesting that the State Department of Taxation take over the collection of municipal income taxes.

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 2012
- B). AUDITOR SUBMITS MONTHLY REPORT FOR JANUARY 2012
- C). MAYOR'S LIST OF APPOINTMENTS TO BOARDS AND COMMISSIONS

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

**ORDINANCE NO. 1 – 2012**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

PASS 9-0

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 One Family Residential, RM – Multiple Family Residential, O-1 Office and B-1 Local Business to O-2 Office.

15. SECOND READING ORDINANCES AND RESOLUTIONS
16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 6 - 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a purchase agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation (CIC) of Massillon, Inc., in accordance with Section 761.02 of the Ohio Revised Code, 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 in the best interest of the citizens of Massillon to enter into a purchase agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation (CIC) of Massillon.

Section 2:

The Mayor and the Director of Public Service and Safety is authorized to enter into a purchase agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation (CIC) of Massillon. Copy of the Governors Deed and Offer to Purchase Real Estate is attached hereto.

Section 3:

The City per Ordinance No. 152 – 2010 purchased 8.622 acres of land from the State of Ohio. Said land is located adjacent to where the existing Indian River School is situated and is to be deeded through the City of Massillon Materials, Inc. Massillon Materials, Inc. has provided the City the purchase amount of Fifteen Thousand Dollars (\$15,000.00). Under Ohio Revised Code Section 761.02 the legislative authority of the City of Massillon may determine that to promote the industrial and economic welfare of said City, real property may be sold without competitive bidding at such times and in such manner as the legislative authority so chooses; and if the legislative authority finds that the industrial and economic welfare of such municipal corporation would be benefitted by the sale of such real property, it may enter into negotiations with the CIC as designated by the municipal corporation and sell said real property to the CIC, and pursuant to the Ohio revised Code 1724.10(B) the legislative authority shall specify the terms and consideration for such sale to the CIC which shall be conclusive and mandatory directive on the officer of said CIC who shall act on behalf of the municipal corporation as its agent.



Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason the Massillon Community Improvement Corporation (CIC) plan to use said property for the purpose of economic development. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

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

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_  
KATHERINE CATAZARO-PERRY, MAYOR

# Governor's Deed

## State of Ohio

KNOW ALL MEN BY THESE PRESENTS: THAT,

WHEREAS: Under and by virtue of the provisions of Amended Substitute House Bill Number 114, passed by the 129<sup>th</sup> General Assembly of the State of Ohio on March 23, 2011 and approved by the Governor on March 30, 2011, ("the Act"), the Governor, pursuant to Section 753.10 of the Act, is authorized to execute a Governor's Deed conveying to the City of Massillon (the "Grantee"), its successors and assigns, all of the State of Ohio's right, title and interest in the real estate described herein and in Section 753.10 of the Act; and

WHEREAS, pursuant to the Act, the consideration to be paid by the Grantee for the conveyance of the real estate described herein is Fifteen Thousand Dollars and No/100 (\$15,000.00).

NOW, THEREFORE, THE STATE OF OHIO, by JOHN KASICH, GOVERNOR, acting under the authority of Section 753.10 of Amended Substitute House Bill No. 114 of the 129<sup>th</sup> General Assembly, does hereby remise, release and forever quitclaim to the City of Massillon, its successors and assigns, all right, title and interest of the State of Ohio in the following described real estate (herein referred to as the "Premises"):

Situated in the City of Massillon, County of Stark, State of Ohio and being part of Massillon City Out Lot 538. Also being part of a tract of land transferred to the State of Ohio by an unrecorded deed on June 22, 1910.

Beginning at a 1/2-inch iron bar with an H&A cap found at the westernmost corner of Out Lot 814 and the true place of beginning; thence N 29°46'26" E, along the westerly line of Out Lot 814, a distance of 23.88 feet to a point; thence N 60°13'34" W, a distance of 60.16 feet to a 1/2-inch iron bar set on the easterly line of Out Lot 538 and the true place of beginning;

1. Thence S 29°46'16" W along the west line of a tract now or formerly owned by Massillon Materials, Inc. (O.R. Vol. 1167, Pg.223) a distance of 400.00 feet to a 1/2-inch iron bar with an H&A cap set;
2. Thence N 60°13'44" W along the north line of said Massillon Materials, Inc. tract (O.R. Vol. 1167, Pg. 223) a distance of 1411.25 feet to a 1/2-inch iron bar with an

H&A cap set;

3. Thence N 39°37'36" E along the east line of a tract of land now or formerly owned by the City of Massillon (21.46 ac.) a distance of 34.07 feet to a 1/2-inch iron bar with an H&A cap set;
4. Thence N 48°54'16" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.03 feet to a 1/2-inch iron bar with an H&A cap set;
5. Thence N 56°10'56" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 101.15 feet to a 1/2-inch iron bar with an H&A cap set;
6. Thence N 55°38'06" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 89.92 feet to a 1/2-inch iron bar with an H&A cap set;
7. Thence N 55°25'36" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.03 feet to a 1/2-inch iron bar with an H&A cap set;
8. Thence N 54°13'26" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.00 feet to a 1/2-inch iron bar with an H&A cap set;
9. Thence N 44°40'56" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 101.37 feet to a 1/2-inch iron bar with an H&A cap set;
10. Thence S 06°28'18" E along a new division line a distance of 469.59 feet to a 1/2-inch iron bar with an H&A cap set;
11. Thence S 60°13'44" E continuing along a new division line a distance of 700.00 feet to a 1/2-inch iron bar with an H&A cap set;
12. Thence N 74°46'16" E continuing along a new division line a distance of 282.84 feet to a 1/2-inch iron bar with an H&A cap set and the true place of beginning, containing 8.622 acres of which no acres lie within the public right-of-way as surveyed under the supervision of Barbara H. Bennett, P.S. #7591 of Hammontree and Associates, Limited, Engineers, Planners and Surveyors of North Canton, Ohio on November 2, 2006.

The basis of bearings is the Ohio State Plane Coordinate System, North Zone, NAD83 from the City of Massillon Control Survey.

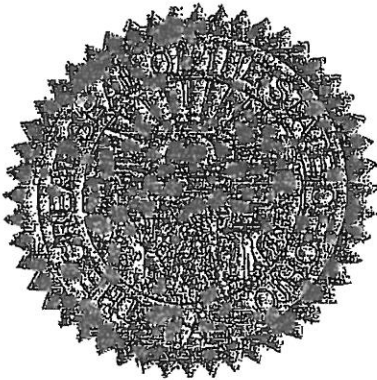
In accordance with the provisions of Section 753.10 of the Act, this conveyance shall be subject to the following restrictions and requirements:

1. The Grantee shall construct and maintain, at the Grantee's sole expense, a detention basin on the Premises;
2. The Grantee shall permit the state to discharge water into such detention basin; and
3. The Grantee shall maintain or relocate the state's existing storm sewer connections.



TO HAVE AND TO HOLD said Premises with all the privileges and appurtenances belonging unto the City of Massillon, its successors and assigns forever.

IN TESTIMONY WHEREOF, I, JOHN KASICH, GOVERNOR, for and in the name of the State of Ohio, have signed this deed at Columbus, Ohio, and have caused the same to be countersigned by the Secretary of State and the Great Seal of the State of Ohio to be hereunto affixed this 4<sup>th</sup> day of August, 2011.



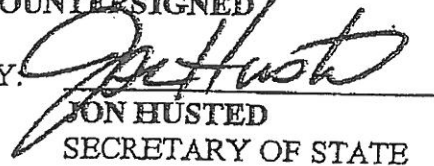
THE STATE OF OHIO

BY:

  
JOHN KASICH  
GOVERNOR

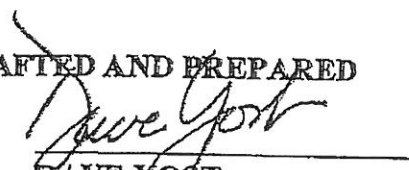
COUNTERSIGNED

BY:

  
JON HUSTED  
SECRETARY OF STATE

DRAFTED AND PREPARED

BY:

  
DAVE YOST  
AUDITOR OF STATE  
PURSUANT TO AM. SUB.  
H. B. NO. 114 (129<sup>TH</sup> G. A.)

Recorded in Volume 20 Page 23 New Deeds Various State Lands

Land Office, Auditor of State

**OFFER TO PURCHASE REAL ESTATE**

The undersigned, City of Massillon, Ohio, a body politic, having an office within the Municipal Government Annex, Administration Building, 151 Lincoln Way East, Massillon, Ohio 44646 (hereinafter referred to as "Purchaser"), hereby offers to purchase from the State of Ohio, acting through its Department of Administrative Services, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), acting on behalf of the Ohio Department of Youth Services, (hereinafter referred to as "Agency"), an 8.622 acre tract of land, located near the Indian River Juvenile Correctional Facility, which correctional facility is located at 2775 Indian River Road, S.W., Massillon, Ohio 44646, and more fully described within "Exhibit A" and "Exhibit B", attached hereto and made a part hereof, subject to the legal description and survey prepared pursuant to Section 5 herein (hereinafter referred to as "Premises").

The foregoing offer is subject to the following terms and conditions:

1. The purchase price for the Premises shall be Fifteen Thousand and 00/100 Dollars (\$15,000.00) and shall be paid at closing payable to the Treasurer, State of Ohio.
2. The State shall convey title to the aforescribed Premises to Purchaser by Governor's Deed (hereinafter referred to as "Deed").
3. Any title evidence desired by Purchaser shall be at Purchaser's cost.
4. The risk of loss or damage to the Premises shall remain with and is expressly assumed by the State until title passes at the time of the delivery of the Deed, at which time the risk of loss or damage to the Premises shall be expressly assumed by Purchaser.
5. For purposes of facilitating legislation regarding the transfer of subject property, Purchaser shall provide at Purchaser's cost, a boundary survey (including legal description and corresponding drawing) for the Premises approved by the City of Massillon Engineer for deed transfer, or shall have the existing legal description of the Premises approved by the City of Massillon Engineer for deed transfer. The State shall approve the division of property necessary to facilitate the deed transfer.
6. Purchaser shall pay all costs associated with the purchase and conveyance of the subject premises, including recordation costs of the Deed.
7. Purchaser has examined the Premises and agrees to accept the Premises, and all improvements and chattels thereon, in its present condition, as is. Purchaser and State agree that the condition of the Premises will not be changed, altered or modified between the time of executing this agreement and the date of closing.

8. Purchaser and seller acknowledge certain analysis and determinations relating to the Premises found in that certain Memo dated June 1, 2009 by Hammontree & Associates, and that certain Erosion Study dated April 2010, by Sands Decker, CPS. Purchaser agrees that after taking title to the Premises, Purchaser shall construct a detention basin (the "Basin") as depicted within Exhibit "C", attached hereto and made a part hereof. All costs of constructing and maintaining the Basin shall be paid by Purchaser. Construction of the Basin shall be completed by Purchaser no later than one hundred eighty (180) days following transfer of title of the Premises. The Basin shall:
  - a. Repair the eroded gully;
  - b. Prevent future gully erosion;
  - c. Prevent damage and/or debris from disrupting the Ohio & Erie Canal Towpath Bike Trail;
  - d. Allow Agency to discharge current water flow rates/volumes into the Basin; and
  - e. Maintain and/or relocate Agency's storm sewer connection(s).
- Purchaser shall be responsible for maintenance of the Basin, and the slopes of the Basin, to prevent erosion of Agency's property. In consideration of the purchase price, Purchaser shall hold State and Agency harmless for any and all past, present, or future damages discovered or unknown caused by or relating to the Premises. This specifically includes storm water runoff. The provisions of this Paragraph 8 shall survive the conveyance of the Premises.
9. Said sale is subject to and governed by the passage of legislation by the Ohio General Assembly authorizing the sale of the Premises in accordance with the terms and conditions herein.
10. This agreement sets forth the entire understanding of the parties with respect to this transaction. It may not be modified, rescinded, changed or amended without the specific written consent of both of the parties hereto until such time as legislation is passed, at which time the legislation shall supplement the terms and conditions of this agreement. This agreement shall be binding upon the parties hereto and their respective administrators, successors and assigns.

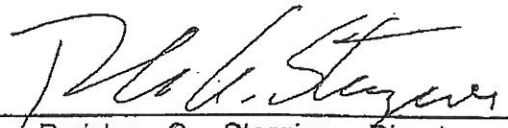
IN WITNESS WHEREOF, we have hereunto set our hands this 7<sup>th</sup> day of  
JANUARY, 20 11.

PURCHASER:  
City of Massillon, Ohio

By:   
Francis H. Cicchinelli, Jr., Mayor

Per Massillon City Council Resolution #: 152-2010

APPROVED AS TO FORM:  
City of Massillon, Law Department

By:   
Pericles G. Stergios, Director of Law

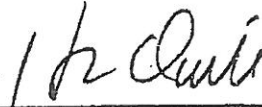


ACCEPTANCE

The undersigned, Hugh Quill, being the Director of Administrative Services for the State of Ohio as authorized by Ohio Revised Code §123.01(A)(12) and being the person referred to as State above, hereby accepts the foregoing offer of Purchaser for the subject property and agrees to the terms and conditions relating thereto and set forth above.

Executed this 29<sup>th</sup> day of December, 2010.

State of Ohio, by:

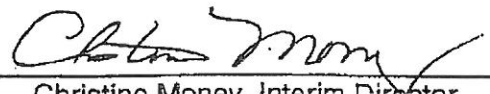
By:   
Hugh Quill, Director of Administrative  
Services

CONCURRENCE

The undersigned, Christine Money, being the Interim Director of the Ohio Department of Youth Services has reviewed the foregoing document and is in agreement with the terms and conditions contained herein.

Approved this 20<sup>th</sup> day of December, 2010.

AGENCY:  
Ohio Department of Youth Services

By:   
Christine Money, Interim Director

**Exhibit "A"**

**Legal Description of Premises  
(DESCRIPTION OF AN 8.622 ACRE TRACT)**

Situated in the City of Massillon, County of Stark, State of Ohio and being part of Massillon City Out Lot 538. Also being part of a 40.00 acre tract conveyed to State of Ohio Youth Commission.

Beginning at a 1/2-inch iron bar with an H&A cap set at the southeast corner of said Out Lot 538 and the true place of beginning;

1. Thence N 60°13'44" W along the north line of a tract now or formerly owned by Massillon Materials, Inc. (O.R. Vol. 1167, Pg. 223) a distance of 1411.25 feet to a 1/2-inch iron bar with an H&A cap set;
2. Thence N 39°37'36" E along the east line a tract of land now or formerly owned by the City of Massillon (21.46 ac.) a distance of 34.07 feet to a 1/2-inch iron bar with an H&A cap set;
3. Thence N 48°54'16" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.03 feet to a 1/2-inch iron bar with an H&A cap set;
4. Thence N 56°10'56" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 101.15 feet to a 1/2-inch iron bar with an H&A cap set;
5. Thence N 55°38'06" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 89.92 feet to a 1/2-inch iron bar with an H&A cap set;
6. Thence N 55°25'36" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.03 feet to a 1/2-inch iron bar with an H&A cap set;
7. Thence N 54°13'26" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 100.00 feet to a 1/2-inch iron bar with an H&A cap set;
8. Thence N 44°40'56" E continuing along the east line of said City of Massillon tract (21.46 ac.) a distance of 101.37 feet to a 1/2-inch iron bar with an H&A cap set;
9. Thence S 06°28'18" E along a new division line a distance of 469.59 feet to a 1/2-inch iron bar with an H&A cap set;
10. Thence S 60°13'44" E continuing along a new division line a distance of 700.00 feet to a 1/2-inch iron bar with an H&A cap set;
11. Thence N 74°46'16" E continuing along a new division line a distance of 282.84 feet to a 1/2-inch iron bar with an H&A cap set;
12. Thence S 29°46'16" W along the west line of said Massillon Materials, Inc. tract (O.R. Vol. 1167, Pg. 223) a distance of 400.00 feet to a 1/2-inch iron bar with an H&A cap set and the true place of beginning.

The above described tract contains 8.622 acres of which no acres lie within the public right-of-way as surveyed under the supervision of Gary L. Toussant, P.S. #6332 of Hammondtree and Associates, Limited, Engineers, Planners and Surveyors of North Canton, Ohio on November 2, 2006.

The basis of bearings is the Ohio State Plane Coordinate System, North Zone, NAD83 from the City of Massillon Control Survey.

Exhibit "B"

Map to Accompany Legal Description of Premises

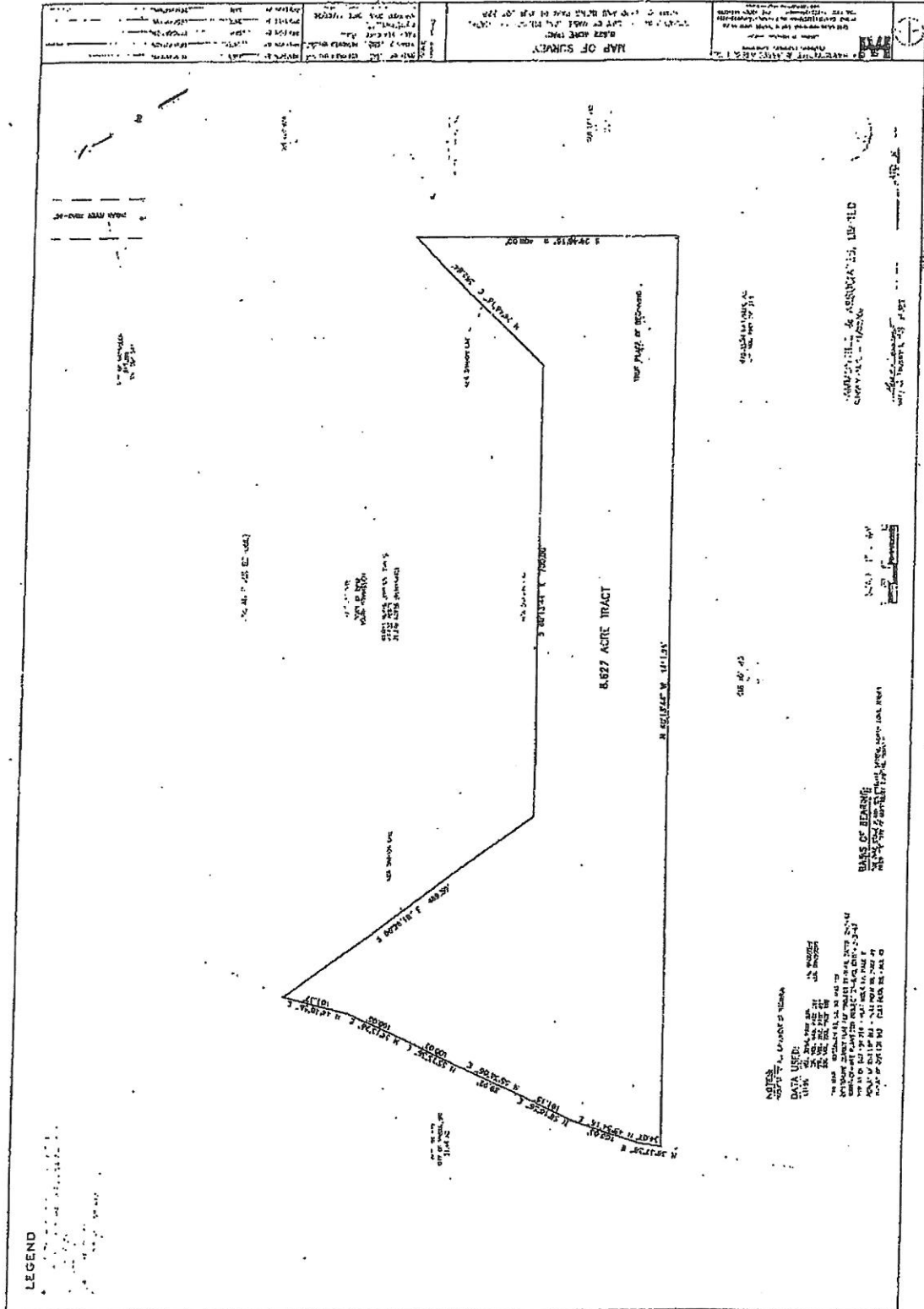
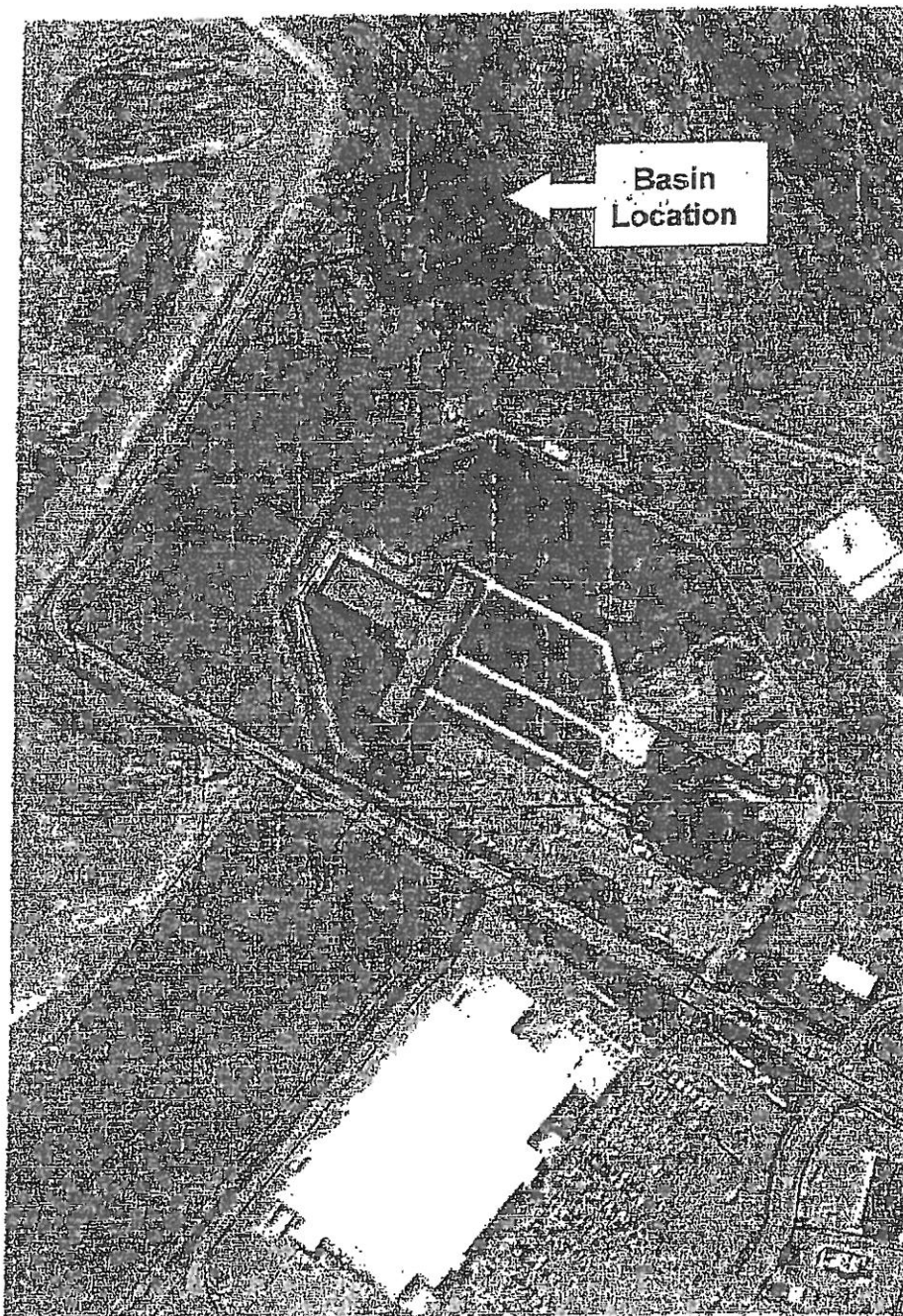


Exhibit "C"

Basin Map  
(Indicates size/location of the Basin)



1. LOCATION OF BASIN		2. DATE OF PHOTOGRAPH		3. SCALE OF PHOTOGRAPH		4. NAME OF PHOTOGRAPHER	
5. NAME OF FACILITY		6. ADDRESS OF FACILITY		7. CITY AND STATE OF FACILITY		8. COUNTY OF FACILITY	
9. ZIP CODE OF FACILITY		10. NAME OF PHOTOGRAPHER		11. DATE OF PHOTOGRAPH		12. SCALE OF PHOTOGRAPH	
13. LOCATION OF BASIN		14. DATE OF PHOTOGRAPH		15. SCALE OF PHOTOGRAPH		16. NAME OF PHOTOGRAPHER	
17. NAME OF FACILITY		18. ADDRESS OF FACILITY		19. CITY AND STATE OF FACILITY		20. COUNTY OF FACILITY	
21. ZIP CODE OF FACILITY		22. NAME OF PHOTOGRAPHER		23. DATE OF PHOTOGRAPH		24. SCALE OF PHOTOGRAPH	



DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 7 - 2012

BY: ENVIRONMENTAL COMMITTEE:

TITLE: AN ORDINANCE amending CHAPTER 920 "EROSION SEDIMENT CONTROL" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 920.08(a) "Monitoring the Permit for Compliance" and enacting replacement Section 920.08(a) "Monitoring the Permit for Compliance", and declaring an emergency.

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

Section 1:

The existing Section 920.08(a) "Monitoring the Permit for Compliance" of the Codified Ordinances of the City of Massillon is hereby repealed.

Section 2:

That there hereby is enacted new Section 920.08(a) "Monitoring the Permit for Compliance" of the Codified Ordinances of the City of Massillon. Said newly enacted Section shall read as follows:

920.08(a) Monitoring the Permit for Compliance: Following the initial inspection of erosion and sediment control devices by the developer's delegated representative, regular inspections will be performed by the Stark SWCD for compliance with these rules. If it appears that a violation of any of these rules has occurred, the owner and developer will be notified of deficiencies or non-compliance in writing through a notice of violation by proof of delivery mail. If within 30 days after receipt of the letter, the owner or developer has not rectified the deficiency or received approval of plans for its correction, a second notice of violation will be issued. The owner or developer has another 15 days to rectify the violation or a "stop work order" will be issued immediately. The deficiency or non-compliance shall be reported to the City of Massillon Engineering Department for consideration of referral to the Prosecuting Attorneys Office for immediate enforcement of these regulations.

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 further reason that the language change reflects the changes made to the Ohio Revised Code and the Ohio EPA. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 8 – 2012

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for, receive sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the highest and best bidder for the operation of the concession stand at Genshaft Park, 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, receive sealed bids according to law and to enter into a contract, upon award and approval of the Board of Control, with the highest and best bidder for the operation of the concession stand at Genshaft Park.

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, receive sealed bids according to law, and enter into contract upon award and approval by the Board of Control, with the highest and best bidder the operation of the concession stand at Genshaft Park.

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 for the more efficient operation of concession stand at Genshaft Park. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

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

APPROVED: \_\_\_\_\_  
KATHERINE CATAZARO-PERRY, MAYOR

# CITY OF MASSILLON, OHIO

## PARKS & RECREATION CONCESSION SERVICE



**Bid Opening Date:** April 5, 2012 at 1:30PM

**Director of Parks & Recreation Department**  
City of Massillon Parks & Recreation Department  
Massillon Recreation Center  
505 Erie Street North  
Massillon, Ohio 44646

**Bidder:** \_\_\_\_\_

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

**Prepared by:**  
City of Massillon  
Parks and Recreation Department  
Massillon, Ohio  
**ADVERTISEMENT FOR BID**



### QUALIFICATIONS STATEMENT

THE BIDDER, IN ORDER TO SECURE CONSIDERATION OF THIS PROPOSAL, WILL HEREBY SUBMIT A STATEMENT GIVING INFORMATION ABOUT HIS/HER EXPERIENCE, EQUIPMENT, AND FINANCIAL RESOURCES:

- A. State below work performed to that to be done under this proposed contract:

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- B. State below the larger items of his/her equipment which he/she proposes to use under this proposed contract:

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- C. Submit evidence of his/her financial ability to handle the work under this proposed contract. A Statement such as "ADEQUATE" will not be accepted by the Board of Control. (For contracts over \$100,000.00 Contractor must submit a current financial statement.)

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THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED  
BY THE BIDDER; IF THE BID IS MADE BY A  
CORPORATION, THEN BY ITS PROPERLY AUTHORIZED AGENT

State of Ohio, County of Stark, ss.

\_\_\_\_\_  
[Name of Bidder]

\_\_\_\_\_ being duly sworn do \_\_\_\_\_ depose and say  
that \_\_\_\_\_  
[Affiant(s)]

\_\_\_\_\_ reside at \_\_\_\_\_  
(Give residence of each Bidder)

\_\_\_\_\_ and  
that (Names of all persons, firms, or corporations interested in bid) \_\_\_\_\_

\_\_\_\_\_ are  
the only person\_\_ interested with \_\_\_\_\_ in the profits of the herein contained  
contract; that the said contract is made without any connection or interest in the profits  
thereof with any other person making any bid or proposal for said work; that the said  
contract is on \_\_\_\_\_ part, in all respects, fair, and without collusion or fraud; and, also  
that no member of Council, head of any bureau or department, or employee therein, or  
any officer of the City of Massillon is directly or indirectly interested therein.

\_\_\_\_\_  
\_\_\_\_\_  
Subscribed and sworn to before me, this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_ County of \_\_\_\_\_, State  
of Ohio.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires on \_\_\_\_\_

## STATEMENT OF PERSONAL PROPERTY TAX

I, the undersigned, hereby acknowledge that I understand that according to the Ohio Revised Code Section 5719.02, each Bidder must affirm, under, oath, whether he/she has any delinquent PERSONAL PROPERTY TAXES on the general tax list of personal property on any county in which the taxing district has the territory, in which case this statement shall also set forth the amount due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

SAID PERSONAL PROPERTY TAXES OWING ARE AS FOLLOWS:

## Delinquent Taxes

## Interest

Total

IF NONE, SO STATE: \_\_\_\_\_

Contractor

By: \_\_\_\_\_  
Office Held \_\_\_\_\_

Subscribed and sworn to before me, this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ County of \_\_\_\_\_, State of Ohio.

Notary Public

My commission expires on \_\_\_\_\_

CITY OF MASSILLON  
INCOME TAX DEPARTMENT  
ONE JAMES DUNCAN PLAZA  
P.O. BOX 910  
MASSILLON, OHIO 44648-0910

Phone(330)830-1709

Fax(330)830-2687

**BUSINESS AND PROFESSIONAL QUESTIONNAIRE**

Please complete this questionnaire and return it to the Income Tax Department or mail to P.O. Box 910, Massillon, Ohio 44648-0910. Information provided will be used exclusively for income tax purposes and will not be further disclosed.

1. Name and Address of the business:

Name \_\_\_\_\_

d.b.a \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip +4 \_\_\_\_\_

2. Federal Employer ID or Social Security No: \_\_\_\_\_

3. Nature of business conducted: \_\_\_\_\_

4. Accounting method (check one): ☐ Calendar Year ending December 31. ☐ Fiscal Year ending \_\_\_\_\_

5. Do you now employ one or more persons? \_\_\_\_\_ If yes, how many? \_\_\_\_\_ If no, do you expect to have employees in the future? \_\_\_\_\_

6. Date that your business began operating within the City of Massillon \_\_\_\_\_

7. Type of ownership: Proprietorship ☐ S.Corp ☐ C.Corp ☐ Partnership ☐ Non-Profit Corp ☐ Other ☐ Specify \_\_\_\_\_

8. If the business is located outside of the City of Massillon, are you withholding income taxes as a courtesy for your employees? ☐ Yes ☐ No

9. Address to which tax forms, notifications and official correspondence are to be mailed:

Business Name \_\_\_\_\_

To the attn: of \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip +4 \_\_\_\_\_

Phone Number (\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_- Fax Number (\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_-

10. Check here [ ] if the business authorizes the City of Massillon Income Tax Department to contact directly the party in charge of the business's tax accounting.

11. Party in charge of tax accounting \_\_\_\_\_

Contact phone number (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Signature of individual completing form \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**\*\*\*IF YOU ARE A CONTRACTOR PLEASE REFER TO REST OF THIS FORM\*\*\***

**Codified Ordinances of the City of Massillon, Ohio, section 181.19 REGISTRATION OF CONTRACTORS**

(a) No person, firm, partnership, association, corporation or other entity shall perform any construction work in the City of Massillon without first obtaining a tax account number and a Certificate of Tax Registration from the City of Massillon Income Tax Department.

(b) A Certificate of Tax Registration shall be denied to any person, firm, partnership, association, corporation or other entity who is not current in the filing of required tax documents; who is not current in the required payment of taxes; or who has not complied with the provisions of Chapter 181.

(c.) The Income Tax Department shall maintain a list, and provide quarterly updated list to the City of Massillon Building and Engineering Departments, of the persons, firms, partnerships, associations, corporations and other entities holding valid Certificates of Tax Registration.

(d) The City of Massillon Building and Engineering Departments shall not issue any license or permit required by Sections 913.01, 917.02, 917.13, 925.12, 925.13, 1301.1, 1311.03, 1313.06, 1313.07, 1313.15, 1317.06, 1317.07, 1317.18, 1321.04, 1321.08, 1341.02 and 1341.05 of the Codified Ordinances of the City of Massillon to any person, firm, partnership, association, corporation or other entity that does not possess a valid Certificate of Tax Registration.

(e) Failure to possess a valid Certificate of Tax Registration shall be cause for suspension of work by the Building Department, Engineering Department and/or the Income Tax Department prior to the construction work commencing and/or during the performance of the construction work. Proof of a valid Certificate of Tax Registration shall be necessary to commence or resume suspended construction work.

(f) A Certificate of Tax Registration may be canceled or revoked by the Income Tax Department for the failure of a person, firm, partnership, association, corporation or other entity to remain current in the required filing of tax documents; for failing to remain current on the required payment of taxes; and for failure to comply with the provisions of Chapter 181 "Income Tax"

(g) The word "construction" as used in this section shall mean any construction, reconstruction, rehabilitation, remodeling, improvement, enlargement, alteration, repair, painting, decorating, or landscaping performed within the limits of the City.

**\*\*\*IF YOU ARE USING SUB-CONTRACTORS YOU MUST LIST THEM BELOW\*\*\***

1. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

3. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

4. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

5. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

6. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

7. Name \_\_\_\_\_ Fed ID or SSN \_\_\_\_\_ Phone # (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address \_\_\_\_\_

If more than seven sub-contractors are to be used, please attach additional sheet(s).  
Please notify the Income Tax Department of any additional or substituted sub-contractors that may be used.

I certify that I have read the section of the ordinance that pertains to the  
REGISTRATION OF CONTRACTORS and will lawfully comply with the ordinance of the  
City of Massillon. I also certify that I have disclosed all sub-contractors that will be used  
during construction.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_



\*\*\*IF YOU ARE USING VENDORS YOU MUST LIST THEM BELOW\*\*\*

1. Amount to be paid to Vendor: \$ \_\_\_\_\_  
Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone No: \_\_\_\_\_  
Point of \_\_\_\_\_  
Contact: \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_
2. Amount to be paid to Vendor: \$ \_\_\_\_\_  
Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone No: \_\_\_\_\_  
Point of \_\_\_\_\_  
Contact: \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_
3. Amount to be paid to Vendor: \$ \_\_\_\_\_  
Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone No: \_\_\_\_\_  
Point of \_\_\_\_\_  
Contact: \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_
4. Amount to be paid to Vendor: \$ \_\_\_\_\_  
Payee: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Phone No: \_\_\_\_\_  
Point of \_\_\_\_\_  
Contact: \_\_\_\_\_  
Federal Tax ID \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/sole proprietor ☐ Corporation ☐ Partnership ☐ Other = \_\_\_\_\_

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

## Part I Taxpayer Identification Number (TIN)

List account number(s) here (optional)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2. **Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number  
| | | - | | |

OR

Employer identification number  
| | - | | | |

## Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here

Signature --

Date --

**Purpose of form.** A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9, if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

If you are a foreign person, IRS prefers you use a Form W-8 (certificate of foreign status). After December 31, 2000, foreign persons must use an appropriate Form W-8.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and dealer exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return for reportable interest and dividends only, or

5. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

**Other entities.** Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarifications of names and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-2676) or from the IRS's Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-9 (certification of foreign status).

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

1. Interest, dividend, and broker exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and broker exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or RRA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to

persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or RRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 21% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if authorized, the legal representative of the account
3. Custodial account of a minor (custodial account)	The minor
4. a. The actual owner (including trust payments to also include)	The actual owner
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship	The owner
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner
7. a. Valid trust, estate, or partnership	Legal entity
8. Corporation	The corporation
9. Association, club, organization, committee, foundation, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A partner or significant interest	The partner or interest
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or public or private organization) participating in a program	The public entity

\*List first and circle the name of the person whose number you furnish. If only one person has a joint account with an SSN, that person's name must be furnished.

\*Check the owner's name and furnish the owner's SSN.

\*You must always give the correct name, last name only, when your business is "doing business as" name. You may use either your SSN or EIN if you have one.

\*List first and circle the name of the legal trust, estate, or partnership. (Do not furnish the TIN of the person represented or furnish unless the legal entity itself is not obligated to file an annual report.)

**Note:** The name is circled when more than one name is listed, and number with no consideration to be that of the first name listed.

# Bureau of Workman's Compensation Certificate

## **STATE OF OHIO**

### **BUREAU OF WORKERS' COMPENSATION**

COLUMBUS, OHIO 43216-2256

### **CERTIFICATE OF PREMIUM PAYMENT**

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information call 1-800-OHIOBWC.

**THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.**

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

# BWC

DP-22  
BWC - 1622 (REV. 3/85)

*James Conrad*  
ADMINISTRATOR

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

# INSTRUCTIONS TO BIDDERS

## INSTRUCTIONS TO BIDDERS

Sealed proposals endorsed for **Proposal for Concession Service** will be received at the office of the Director of Public Service and Safety, Massillon, Ohio, until **1:30PM (EST) April 5, 2012**, and at the time publicly opened and read.

All proposals must be made on the blank form provided in the bid book, i.e., "Specifications", signed, and accompanied by a bid bond or certified check for the amount of \$500.00 and proof of one million dollars liability sealed and addressed to the Director of Public Service and Safety of the City of Massillon and endorsed thereon, **"Proposal for Concession Service"** and must be on hand at all times a copy of the applicable specifications.

The Bid Sheet shall be filled out as follows: Column (1) - is to be the actual merchandise to be sold. Column (2) - is to be the serving size of the merchandise. Column (3) - is to be the price the merchandise will be sold at. Do not write/print numbers in longhand.

Any Bidder may withdraw his/her bid at anytime prior to the scheduled time for the formal Bid Opening.

For a proper and **complete bid** every item must be completed on all pages of the Bid Package, but not limited to:

**Proposal Sheet (beginning and Ending Dates)**

**Specification Sheet (with total bid price at bottom of last page)**

**Statement of Personal Property Tax**

**City Business Questionnaire Tax Form (including Sub contractors and Vendors)**

The only exception to this is the Bidder is not required to bid on all alternates or fill out the contract pages.

The Contractor/bidder shall upon request of the City prior to, during, or after the awarding of said contract, perform the following at no cost to the City:

- ☐ A daily sign in and sign out sheet or a copy of the Contractor's daily work sheet.
- ☐ A signed affidavit from all companies performing work on the job site.
- ☐ If and only if requested the Contractor shall provide the City copies of all canceled checks of the workers.



### INSTRUCTIONS TO BIDDERS (Continued.)

A copy of his/her company's liability insurance certificate with a minimum coverage of one million dollars (\$1,000,000.00). If this section is not fulfilled in its entirety the City has the right to reject any such bid proposal.

No contract will be awarded to any Bidder who is in arrears to the City of Massillon upon any debt or contract, or who is a defaulter as surety or otherwise, upon any obligation to said City.

Failure to have performed satisfactorily any contract previously awarded to the Bidder by the City will be sufficient reason for rejection of his/her company's bid.

Bidders are required to state in their proposals their names and places of residence and the names and places of residence of all persons interested with them; and if no person be so interested, they shall distinctly state the fact.

In case of a partnership the firm name and the name of each individual partner must be signed; in case of a corporation, one of the corporation officers duly authorized to do so shall sign his/her name, with title, together with the corporation memo.

All bid proposals shall be publicly opened and read immediately after the time stated in the documents for the Bid Opening.

Instructions must be adhered to; failure to observe them strictly shall constitute a sufficient-cause for the rejection of a bid.

The Director of Parks & Recreation reserves the right to reject any or all bids. The right to award the contract to the Bidder who is not handicapped with other work of such magnitude as to interfere with the execution of the work under this contract, is especially reserved by the City.

### **INSTRUCTIONS TO BIDDERS (Continued.)**

No bid will be considered unless the Bidder will furnish evidence, satisfactory to the Director of Public Service and Safety in the Qualifications Statement herein, that he/she has the necessary facilities, experience, and financial resources to fulfill the conditions of the contract and specifications. The Director of Public Service and Safety may require more evidence if he deems it necessary.

The attention of the Bidder is called to the laws of Ohio and to Federal laws relative to the employment of laborers on public work and the necessity of being thoroughly informed in relation thereto. Particular attention is called to Section 4115.05, Ohio Revised Code. All Bidders are expected to bid labor terms in compliance with such, and the successful Bidder to whom a contract is awarded will be obligated to make payments for labor in compliance with such laws and the current schedule of minimum wages. The Contractor will be expected to post a copy of said schedule in a conspicuous place upon the improvement during the entire period of time that the contract is under construction.

Particular attention of the Bidder is called to the request of the City that local labor be employed whenever possible.

Interpretation of plans, specifications, and contract documents: If any person who plans to submit a bid for the proposed work is in doubt as to the true meaning of the plans, specifications, or contract documents, he/she may submit a written request to the City Engineer for the interpretation thereof. Any interpretation of the proposed documents will be made by addendum only, duly issued, and a copy of such addendum will be mailed, faxed, or delivered to each prospective Bidder. The City will not be responsible for any other explanation or interpretation of the proposed documents.

Addenda: Changes in or clarification of the contract documents, determined after the date of the initial advertisement, will be made by addenda. Such addenda will be mailed, or faxed to all prospective Bidders at the addresses given to the Safety-Service Director's office. It is the Bidder's responsibility to ascertain that all addenda have been examined and understood by him/her. The Director of Public Service and Safety will check immediately before bids are opened to make sure that all Bidders have received copies of any addenda issued.

Bidders are required to fill in and answer where deemed necessary, i.e., Proposal Sheet, Statement of Property Taxes, W-9 Federal Tax Sheet, City Business Questionnaire Tax Form, Qualifications, Affidavit, Spec sheet, etc. If anything is left blank the City will have the right to reject the entire bid.

### INSTRUCTIONS TO BIDDERS (Continued.)

Discrimination: The Contractor agrees that in the hiring of employees for the performance work under this contract or any other subcontract hereunder, that neither he/she or any subcontractor shall, by reason of race, creed, or color, discriminate against any citizen of the United States in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates. Also, the Contractor agrees that neither he/she nor any of his/her subcontractors, nor any person acting in his/her behalf, shall discriminate against or shall intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

The attention of the Bidder is called to Section 11 - Extension of Time under the Specifications - General Provisions concerning overrunning of the stated completion time for the contract.

The attention of the Bidder is called to the fact that the City of Massillon has in effect an income tax which the Contractor is expected to withhold on his/her payroll for payment to the City. The Bidder is advised to get full information from the City Income Tax Department before bidding.

The Contractor hereby further agrees to withhold all City income taxes due or payable under Chapter 181 of the Codified ordinances for wages, salaries, fees, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. % Furthermore, any person, firm, or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident of the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Proposals are invited from Contractors who understand and accept the conditions laid down in these instructions to Bidders and in the said specifications following, and who expect to work in compliance with them and the plans and special provisions.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, the undersigned

\_\_\_\_\_ as  
principal are hereby held and firmly bound unto the CITY OF MASSILLON for one year  
after approval of Final Estimate in the penal sum of \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_) for the payment of which well and truly to be made, we hereby  
jointly and severally bind ourselves, our heirs, executors, administrators, successors,  
and assigns. SIGNED THIS \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

The condition of the above obligation is such, THAT, WHEREAS the above named  
Principal did on the \_\_\_\_\_ day of \_\_\_\_\_ - 20 \_\_\_\_\_ enter into a  
contract with the City of Massillon, which said Contract is made a part of this bond, the  
same as though set forth herein:

NOW, if the said \_\_\_\_\_ shall well and  
truly execute all and singular the stipulations by it to be executed and shall fully and  
faithfully perform the work therein specified and do and perform all and singular the  
terms, conditions, and requirements of the plans, specifications, and Contracts, and  
shall indemnify and save harmless the City of Massillon from all suits and actions of  
every name and description brought against the said City, its Director, or any officer of  
said City, for or an account of any injury or damage to person or property arising from or  
growing out of the construction of the work in said agreement specified to be done or  
the doing of any of the work therein described, and shall indemnify and save harmless  
the City of Massillon, from all suits and expense over and above the expense included  
in the Contract price, for royalties or infringements on patents that may be involved in  
the construction of the appliances contracted for, or any of the parts thereof thereafter,  
and if said party of the second part, shall defend, at its proper cost and expense, any  
and all suits and actions of every kind whatsoever, that may be brought against the City  
of Massillon by reason of the use of said appliances or any of the parts thereof; and  
further shall indemnify and save harmless said City of Massillon from all liens, charges,  
claims, demands, loss, costs, and damages of every kind and nature whatsoever and  
shall pay all just and legal claims for labor performed upon, and for materials and  
machinery furnished for the work specified in the said agreement, then this obligation to  
be void, otherwise to be and remain in full force and virtue in law; we hereby agreeing  
and consenting that this undertaking shall be for the use of any laborer, material men, or  
machinery men, having a just claim as the fore said as well as for said City of Massillon;  
and further that the parties to the foregoing agreement may, from time to time and as  
often as they see fit, make any additions to, omissions from, or modifications of the work  
and of the said agreement, which in the judgment of said parties of the work and of the  
said agreement, which in the judgment of said parties do not materially increase the  
liability thereon without consulting the sureties hereto and without in any way affecting  
their liability hereon.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND (Continued.)**

Signed, sealed, and acknowledged in the presence of

\_\_\_\_\_  
\_\_\_\_\_

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

Contractor

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness

## **BUY OHIO**

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of said project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9 will be required.



# **EQUAL EMPLOYMENT OPPORTUNITY OFFICE**

151 Lincoln Way East  
Municipal Government Annex  
City Administration Building  
Massillon, OH 44646  
(330) 830-1716

Ed Grier, EEO/MBE Director

**AFFIRMATIVE ACTION POLICY**: Statement of Policy: The City of Massillon, OH, believes in the principle and practice of Equal Employment Opportunity. No person because of Race, Color, Religion, Sex, Age, Handicap, or National Origin shall be discriminated against in employment or in any way be excluded from participating in or be denied the benefits of any program or activity in the City structure. The City of Massillon shall abide by Titles VI and VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Order 11246 as amended by Executive Order 11375, the Pregnancy Discrimination Act of 1978, the Age Discrimination Act, the Veteran Preference Law, the Sexual Harassment Law, the Rehabilitation Act of 1973 (Section 504), the Equal Pay Act of 1963, and all other notices, instructions, memoranda, and laws applicable, promulgated by Federal, State, or Local agencies.

All vendors, contractors, or subcontractors with whom the City of Massillon transacts business and whomever the City enters into a contract with must be in compliance with Affirmative Action Policies and Laws.

II. Goals and Timetables: The goals of Minorities and Women in the work force of the bidder, prime contractor, and subcontractors are applicable to each trade classification utilized in a particular job or contract signed with the City of Massillon.

Goals of Minority Manpower Utilization expressed in percentages:

From 1/1/009 to 12/31/09      7.0% to 8.4%

From 1/1/09 to 12/31/09 (Women)      6.9%

Basically, this would mean that Minorities (Blacks, Spanish Surnamed or Hispanics, Orientals, and American Indians) would get anywhere from 7.0% to 8.4% of the bidder's, prime contractor's, or subcontractor's weekly payroll in each craft area. Also, women would get 6.9% of the bidder's, prime contractor's, or subcontractor's weekly payroll. The percentages that are being used were established by the Canton Hometown Plan for Stark County.

The bidder, prime contractor, and subcontractors shall make a good faith effort to reach the above mentioned goals and timetables. If in the City's research it discovers that a good faith effort has been made, the E.E.O. Director can issue a written waiver.

**LABOR STANDARDS AFFIDAVIT**

Name of Project: \_\_\_\_\_

Date of Contract: \_\_\_\_\_

"I hereby certify that all of the contract requirements as specified under the Labor standards have been complied with by

\_\_\_\_\_, as principal contractor and by each subcontractor employing the sites of the work."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

**NOTICE TO PROCEED**

TO: \_\_\_\_\_ Dated \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_ By that date, you are to start performing your obligations under the Contract Documents.

City of Massillon  
(OWNER)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)  
Safety and Service Director

**ACCEPTANCE OF NOTICE**

(CONTRACTOR)

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(DATE)

# SPECIFICATIONS- GENERAL PROVISIONS

# CONCESSION SERVICE INFORMATION

## 1. Intent and Purpose

It is the general intent and purpose of the City of Massillon to enter into a contract for the food concession operations at Arthur Genshaft Memorial Park for the times specified during the years, 2012 through 2014.

## 2. Hours, Merchandise, Price

### A. Hours

The bidder shall indicate the hours that the concession stand will be open. Concession stand must be opened at least ½ hour before first scheduled games and may not close no sooner than ½ before the end of the last scheduled game. Any exceptions will be clearly stated in the proposal. The only acceptable deviations in the normal hours of operations must be due to significant sales decline. The proposal shall indicate the threshold figure proposed for early closing.

All league and tournament schedules will be provided to contractor prior to seasons and events.

### B. Merchandise, Price, Serving Size

The bidder shall list all merchandise to be sold indicating the serving size and price.

- C. Any specific price quotation or merchandise proposed may be rejected if the City determines it is not in the best interest of the public to accept such price or merchandise.

Bidders may withdraw their proposal if such action is taken.

- D. The contractor may adjust prices or add/delete merchandise after the bid is awarded only with the approval of the City of Massillon. In the event new merchandise is added, the price of the proposed item must also be submitted for approval.

## 3. Facilities and Equipment

- A. A security deposit of \$300.00 is required to be retained to protect the department damages or other losses related to the negligent use of the leased area. The security is due by April 15<sup>th</sup> of the first year of the contract and will be refunded at the end of the second year of the contract after an inspection is made and a satisfactory report is obtained. In the event any or all of the \$300.00 is used to repair or replace damages to the facility during the first year, the contractor will be required to deposit with the City additional funds so that the total amount of the security deposit remains at \$300.00.

The \$300.00 is intended to be a security deposit only. The contractor is responsible for the full cost of repair or replacement of equipment if repairs or replacement is necessary because of negligent use by the contractor or his/her employees.

**B. Care of Facilities and Leased Area**

The contractor shall keep the facilities and all related equipment in good and clean condition. Grease traps must be kept clear of obstructions.

C. The facilities, grease traps and leased area shall be completely cleaned by September 30<sup>th</sup> of each year. In addition, all personal property of the contractor shall be removed.

D. An inspection of the facilities shall be jointly conducted by the City and the contractor by October 5<sup>th</sup> of each year.

**4. Exclusive Rights of the Bidder**

The contractor will have the exclusive right to sell concessions from the concession facilities to anyone in Arthur Genshaft Memorial Park. However, the City has the right to allow other concessionaires to operate at special events held in the City parks.

The contractor will be notified prior to the event for which such permission is granted.

**5. Compliance with Laws**

The contractor must obtain a food service license and any other license prescribed by law for each of the concession operations. The contractor shall comply with all applicable local, state, and federal regulations. The contractor shall be subject to all of the applicable policies, rules and regulations of the City of Massillon. The contractor shall provide the City with a worker compensation certificate from the State of Ohio at the time of signing of the contract.

**6. Indemnity and Insurance**

The contractor shall indemnify and hold harmless the City of Massillon and all of its executives, representatives, officers, agents, employees, successors, and assigns, of and from any and all manner, suits, actions, payments, costs, charges, or damages received or sustained by any person, persons, or property by reason of any act, omission, neglect, or misconduct of said contractor, his agent or employees in the execution of this contract. The hold harmless document shall be signed and submitted with the bid. The contractor shall carry general liability insurance and shall provide to the City a certificate of such insurance naming the City as additional insured when the contract is signed.

**7. Payment**

- A. In exchange for the rights to operate the concession facilities at Arthur Genshaft Memorial, the contractor shall pay to the City a percentage of gross sale
- B. By the 6<sup>th</sup> of the new month, the contractor shall submit a report of the previous month's operation. The report shall include daily gross income and daily hours of operation for each concession stand and shall be reported on the form provided by the City.



By November 1<sup>st</sup> of each year, the contractor shall submit a final financial report summarizing the Daily Log Reports. The City reserves the right to verify any portion of the report, and the contractor shall make available all records the City requests in order to complete its investigation.

The contractor shall schedule a meeting with the City for the purpose of reviewing the report and submitting payment. Reconciliation of the security deposit will be made at this meeting.

8. Duration

- A. The contract shall be awarded for two years covering 2007 and 2008 seasons. However, either party may terminate the second year provided notice is given to the other party by November 1<sup>st</sup> of the first year.
- B. Opening and closing dates for 2012-2014 are as follows:

Genshaft Park: Open- First weekend in May  
Closed – Day after Labor Day

(Official Opening/ Closing date can be increased to accommodate either earlier or later scheduled events with written permission from the City Massillon Parks & Recreation Department.)

9. Miscellaneous

- A. The City will provide all utilities and trash collection services. The contractor will place all trash items generated in the process of the business to the park dumpster. The contractor will maintain a clean concession area, including any tables. The City will provide a daily cleaning after hours.

- B. Summary of certain dates in 2012 and fees:

April 5, 2012 \_\_\_\_\_ Bid due with the hold harmless certificate

Upon signing of contract \_\_\_\_\_ Worker's compensation certificate and Insurance certificate

April 15 \_\_\_\_\_ \$300.00 security deposit due

May 1 \_\_\_\_\_ Opening at Arthur Genshaft Memorial Park

Reservation of Right

City intends the contract to apply to concession services at Arthur Genshaft Memorial Park and Due to an existing contract with Pepsi Cola, Pepsi products must be used exclusively. No exceptions will be made. All Beverage purchase are subject to approval by the City of Massillon and Pepsi Americas.

ARTHUR GENSHAFT MEMORIAL PARK

[illegible]

AT ARTHUR GENSHAFT MEMORIAL PARK

**Please completely fill in all blanks.**

**BID (Please indicate percentage of commission based on GROSS SALES)**

\_\_\_\_\_ %

**MERCHANDISE, SERVING SIZE, PRICE**  
(Please complete the table below in detail)

[illegible]

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 9 - 2012

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 185 – 2006 by creating SubSection (F) of Article XVII Section 1 on the attachment thereto, and declaring an emergency.

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

Section 1:

Ordinance No. 185 – 2006 is amended and the following provision is hereby inserted in the attachment thereto to reflect the following SubSection (F):

SubSection (F): Each Employees of the Employer shall contribute toward the cost of the health insurance benefit provided to the Employee an amount equal to 15% of the monthly cost to Employer by way of payroll deduction.

Section 2:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary for employees under such ordinance to pay 15% of the monthly cost of their health insurance benefits. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

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

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

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

\_\_\_\_\_  
KATHERINE CATAZARO-PERRY, MAYOR

- (2) An employee, who fails to work on his last scheduled work day prior to and his first scheduled work day following the day on which the holiday is observed, shall become ineligible to be paid for the unworked holiday, unless he failed to work because of sickness, or vacation or because of a death in his immediate family.

## ARTICLE XVII - HOSPITALIZATION - LIFE INSURANCE - EYE & DENTAL

### Section 1 - MEDICAL/EYE/DENTAL INSURANCE

- A. All Bargaining Unit Members who are normally scheduled to work or who actually work a minimum of thirty-five (35) hours per week for the "EMPLOYER" shall be furnished with a fully paid family or single coverage hospitalization plan. The "EMPLOYER" will offer such Bargaining Unit Members at least one plan which has been bid for the identical coverage as contained in the fully funded plan as of January 1, 2006.
- B. The hospital plan may provide for a maximum one hundred dollar (\$100.00) per person and a two hundred dollar (\$200.00) per family in plan deductible and a two hundred dollar (\$200.00) per person and a four hundred (\$400.00) per family out of plan deductible.
- C. The out of pocket maximum will not exceed seven hundred fifty (\$750.00) for ACUE members. The employees' responsibility shall not exceed this amount in any calendar year for Hospitalization and major medical expenses that are covered.
- D. The EMPLOYER shall provide and maintain a fully funded eye program equal to or better than the program offered by the EMPLOYER effective June 1, 2006.
- E. The EMPLOYER shall provide to each ACUE member, participation in a dental plan at a cost of \$20.00 per pay for family and \$7.00 per pay for single participants.

### Section 2 - PRESCRIPTIONS

Each Bargaining Unit Member shall be provided with a "PRESCRIPTION CARD". With the use of this card, the Bargaining Unit Member on the PPO PLAN shall pay up to a maximum of twenty dollars (\$20.00) per formulary prescription, ten dollars (\$10.00) per generic prescription, and thirty five dollars (\$35.00) per non-formulary prescription. The remainder of the prescription cost shall be paid by the EMPLOYER. The fees paid by the Bargaining Unit Member while using this card may not be included in the total annual deductible. The employer may offer an optional plan which the Employee can convert to.

### Section 3 - Life Insurance

All Bargaining Unit Members shall be furnished with a fully paid life insurance policy of ten thousand dollars (\$10,000.00). The coverage shall provide double indemnity provisions for accidental death or dismemberment. The EMPLOYER shall provide, at no cost to the Bargaining Unit Members, this policy.

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 10 - 2012

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 185 – 2006 by suspending any and all step increases in pay based upon years of service with the City as contained in the schedules attached thereto, and declaring an emergency.

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

Section 1:

Ordinance No. 185 – 2006 is amended by adding the following to the attachment thereto:

All step increases in pay based upon years of service with the city are hereby suspended.

Section 2:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary for budgetary reasons. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

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

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

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

\_\_\_\_\_  
KATHERINE CATAZARO-PERRY, MAYOR

## ARTICLE XXIII - WAGES

### Section 1

Effective March 20, 2006 the "EMPLOYER" agrees to pay the "ACUE" in accordance with the rate schedules attached.

Appendix "A" Rates Shall be changed to reflect the following:

Pay period beginning December 25, 2006 the bi-weekly pay will increase 2%.  
Pay period beginning March 19, 2007 the bi-weekly pay will increase 4%.  
Pay period beginning March 31, 2008 the bi-weekly pay will increase 4%.

### Section 2

Original hire of an employee shall be at the entrance rate of the classification concerned and future advancement within a pay range shall be as follows:

- (A) On the first day of the payroll period following the anniversary date of his/her employment (continuous service) with the "EMPLOYER", each employee shall advance within the pay range for this appropriate grade class to the pay rate which his/her years of continuous service entitles him/her to advance. Said employee shall continue to so advance each year until he/she has reached the maximum rate for his/her grade class.
- (B) When an employee's initial compensation is at a step rate higher than the entrance rate for the grade class in which he is employed, said employee shall advance to the next higher rate for his grade class on the first day of the payroll period following the anniversary date of his employment with the "EMPLOYER". Said employee shall continue to advance each year until he has reached the maximum rate for his grade class.
- (C) Upon recommendation of the Service Director, the Mayor may approve initial compensation at a rate higher than the minimum rate in the pay range for the class when the needs of the service so require; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. In the later case, any incumbents in the same class receiving a lower rate shall have their rates increased to the rate established for the entrance of new employees.



DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.11 – 2012

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Community Partnership Prosecution Fund, 2105 Stormwater Utility Fund, 1406 Wastewater Treatment Capital Improvement Fund, Insurance Fund, 1401 Capital Improvement Fund, Forfeited Funds Fund and the EMS Capital Fund, for the year ending December 31, 2012, 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 Community Partnership Prosecution Fund, for the year ending December 31, 2012 the following:

\$21,920.34 to an account entitled "Law Dept - Salary" 1228.115.2111  
\$ 4,123.00 to an account entitled "Law Dept - Hospitalization" 1228.115.2210  
\$ 1,904.81 to an account entitled "Law Dept – PERS" 1228.115.2230  
\$ 568.85 to an account entitled "Law Dept – Supplies/Materials" 1228.115.2410  
\$ 318.00 to an account entitled "Law Dept – Medicare" 1228.115.2231  
\$ 165.00 to an account entitled "Law Dept – Travel/Seminar" 1228.115.2389

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 2105 Stormwater Utility Fund, for the year ending December 31, 2012 the following:

✓ \$20,000.00 to an account entitled "Storm Sewer Repairs" 2105.425.2510

Section 3:

There be and hereby is appropriated from the unappropriated balance of the 1406 Wastewater Treatment Plant Capital Improvement Fund, for the year ending December 31, 2012 the following:

✓ \$11,580.00 to an account entitled "Capital Supplies" 1406.610.2410  
✓ \$ 7,418.52 to an account entitled "Bar Screen & Grit Screw Replacement" 1406.610.2514

Section 4

There be and hereby is appropriated from the unappropriated balance of the Insurance Fund, for the year ending December 31, 2012 the following:

\$12,000.00 to an account entitled "Employee Insurance" 2202.905.2310

Section 5:

There be and hereby is appropriated from the unappropriated balance of the 1401 Capital Improvement Fund, for the year ending December 31, 2012 the following:

✓ \$11,526.00 to an account entitled "Fire Department Repairs" 1401.325.2511

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Forfeited Funds Fund, for the year ending December 31, 2012 the following:

\$8,000.00 to an account entitled "Professional Dues" 1227.115.2394

\$3,824.93 to an account entitled "Supplies/Materials" 1227.115.2410

\$3,000.00 to an account entitled "Travel/Seminar" 1227.115.2389

Section 7:

There be and hereby is appropriated from the unappropriated balance of the EMS Capital Fund, for the year ending December 31, 2012 the following:

\$3,400.00 to an account entitled "Fire Department Equipment" 1401.325.2531

Section 8:

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

ATTEST:

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

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

KATHERINE CATAZARO-PERRY, MAYOR

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 12 - 2012

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriations in the General Fund, for the year ending December 31, 2012, and declaring an emergency.

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

Section 1:

The appropriations are hereby reduced in the General Fund, for the year ending December 31, 2012, as follows:

\$41,000.00 from an account entitled "Bailiff - Salary" 1100.135.2111  
\$11,000.00 from an account entitled "Bailiff - Health/Life" 1100.135.2110

Section 2:

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2012

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

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

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

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

DATE: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 13 - 2012

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" OF CHAPTER 181 "INCOME TAX" of the Codified Ordinances of the City of Massillon by enacting a new Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" of said CHAPTER 181 "INCOME TAX", and declaring an emergency.

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

Section 1:

Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" of said CHAPTER 181 "INCOME TAX" of the Codified Ordinance of the City of Massillon be and hereby is repealed.

Section 2:

That there be and hereby is enacted a new Section 181.15 "CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY" of said CHAPTER 181 "INCOME TAX" of the Codified Ordinance of the City of Massillon. Said section shall read as follows:

181.15 CREDIT FOR TAX PAID TO ANOTHER MUNICIPALITY

- (a) Where a resident of this Municipality is subject to a municipal income tax in another municipality or in a joint economical development district, such resident shall be allowed a credit of the amount of income tax paid on such taxable income to such other municipality, equal to fifty percent of the amount obtained by multiplying the lower of the tax rate of such other municipality or of this Municipality by the taxable income earned in or attributable to the municipality of employment or business activity.
- (b) Every individual taxpayer who resides in this municipality who receives net profits, Salaries, wages, commissions, or other personal service compensation for work done or services performed or rendered outside of this municipality, if it is made to appear that he had paid a municipal income tax on the same income taxable under this chapter

to another municipality or in a joint economical district, shall be allowed a credit in the amount of fifty percent against the tax imposed by this chapter in the amount paid by him or in his behalf to the other municipality or a joint economical development district. The credit shall not exceed the amount of fifty percent of tax assessed by this chapter on the income earned in the other municipality or municipalities or in a joint development district, where the tax is paid.

- (c) This 50% credit shall be effective for the time period of April 1, 2012 through March 31, 2014. Thereafter the credit shall be reinstated at 100%.

Section 3:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactments are necessary for the more efficient operation, funding, and services funded by the General Fund of the City of Massillon, Ohio, and for the additional reason for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012

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

APPROVED: \_\_\_\_\_  
KATHERINE CATAZARO-PERRY, MAYOR

DATED: FEBRUARY 6, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 4 – 2012

BY: FINANCE COMMITTEE

A RESOLUTION regarding recent discussions of State Biennial Bill (HB 153) suggesting that the State Department of Taxation take over the collection of municipal income taxes.

WHEREAS, During recent discussion regarding the State Biennial Bill (HB 153) it was suggested that the State Department of Taxation take over the collection of municipal income taxes; and

WHEREAS, Although the current pending legislation does not contain any provision for the State to take control of municipal income taxes, the legislation may be amended before final consideration in June; and

WHEREAS, Income tax is the largest source of revenue for most municipalities and any disruption or interference with the current collection process will be harmful to the financial operations; and

WHEREAS, the prospect of State control of municipal income tax collection presents numerous administrative difficulties including, but not limited to; how the State will administer local tax ordinances; how retention of and access to tax records will be handled; the timing and frequency of distribution of collected revenues to municipalities; the reporting of tax collections to municipalities; and the impact of planned budget and staffing cuts on the Ohio Department of Taxation's ability to undertake and properly perform such significant new responsibilities; and

WHEREAS, in the wake of sweeping reductions in the local government fund, municipalities cannot afford another potential loss in revenue.

NOW, THEREFORE, IT BE RESOLVED: that we, Members Gamber, Cunningham-Hedderly, Halter, Scassa, Townsend, Peters, Lewis, Slagle, Chovan and Manson of Massillon City Council, State of Ohio that:

Section 1: These Members do hereby declare their strong opposition to any effort by the State of Ohio to take over the collection of municipal income taxes in Ohio; and urges its state legislators to reject and oppose any amendment to pending bills or introduction of new legislation that purposes to transfer collection and/or control of municipal income taxes to the State of Ohio Department of Taxation.

Section 2: The Clerk of Council be and hereby is authorized and directed to send a certified copy of this Resolution to Governor John Kasich, Treasurer Kevin Boyce and local Representatives of the Ohio Legislature.

Section 3: This Resolution shall be in effect and full force upon its passage and approval by the Mayor.

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