

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

DATE: MONDAY, DECEMBER 3, 2012
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN MILAN CHOVAN
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. 130 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0

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

ORDINANCE NO. 131 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 9-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an Occupancy Grant Agreement with Premier Industrial Supply, Inc., for the purpose of relocating the company to the City of Massillon, and declaring an emergency.

ORDINANCE NO. 132 – 2012

BY: ENVIRONMENTAL COMMITTEE

PASS 9-0

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

ORDINANCE NO. 133 – 2012

BY: ENVIRONMENTAL COMMITTEE

PASS 9-0

AN ORDINANCE amending CHAPTER 937 "WASTEWATER TREATMENT REVENUE FUND" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS and enacting new Section 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS, and declaring an emergency.

ORDINANCE NO. 134 – 2012

BY: POLICE AND FIRE COMMITTEE

PASS 8-1 (Peters)

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Penn Care Medical Products for the lease purchase of a 2013 MEDIX ambulance using the Ohio STS Procurement State Purchasing plan, and declaring an emergency.

ORDINANCE NO. 135 – 2012

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

PASS 9-0

AN ORDINANCE amending Ordinance No. 9 – 2012 by amending SubSection (f) of Article XVII Section 1 on the attachment thereto, and declaring an emergency.

ORDINANCE NO. 136 – 2012

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE vacating a portion of Millennium Blvd SE right-of-way, and declaring an emergency.

ORDINANCE NO. 137 – 2012

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE accepting the dedication of a right-of-way located on Millennium Blvd SE, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 138 – 2012

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Consent Legislation with the Ohio Department of Transportation for the US 30 bridge over SR 21 Bridge Repair and Maintenance Project, PID 94048, and declaring an emergency.

ORDINANCE NO. 139 – 2012

BY: FINANCE COMMITTEE

PASS 9-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the 2105 Stormwater Utility Fund and the 1206 Municipal Motor Vehicle License Plate Fund, for the year ending December 31, 2012, and declaring an emergency.

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

- A). AUDITOR SUBMITS MONTHLY REPORT FOR NOVEMBER 2012 ✓
- B). MAYOR SUBMITS MONTHLY REPORT FOR OCTOBER 2012

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

RESOLUTION NO. 19 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 6-3 (SCASSA, BROWNSEND, LEWIS)

A RESOLUTION reversing the decision of the Massillon Historic Preservation Commission made on August 8, 2012 and again on September 13, 2012 wherein the Historic Preservation Commission denied a request for a Certificate of Approval from the Visconsi Companies, Ltd, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 120 – 2012

BY: FINANCE COMMITTEE

Pass 9-0

AN ORDINANCE authorizing the Director of Public Service and Safety and the Mayor of the City of Massillon, Ohio, to enter into a three-year contract with the Board of Trustees of Local Organized Governments in Cooperation (LOGIC) for police and fire dispatching services with the Regional Emergency Dispatch for the Massillon Police Department, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 130 - 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

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

Section 1:

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

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into a contract with Stark County Regional Planning Commission for Housing Rehabilitation Services in the City of Massillon, Ohio. The contract period will be from January 1, 2013 to December 31, 2013.

Section 3:

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

Section 4:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 5:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2012

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

APPROVED: _____
KATHERINE CATAZARO=PERRY, MAYOR

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 131 – 2012

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an Occupancy Grant Agreement with Premier Industrial Supply, Inc., for the purpose of relocating the company to the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an Occupancy Grant Agreement with Premier Industrial Supply, Inc., for the purpose of relocating the company to the City of Massillon.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into an Occupancy Grant Agreement with Premier Industrial Supply, Inc., for the purpose of relocating the company to the City of Massillon.

Section 3:

Premier Industrial Supply, Inc., plans relocated to the City of Massillon. The manufacturer and supplier of industrial sealants and adhesives facility will be leasing land from RDJK Holdings, LLC and will invest Two Million Five Hundred Thousand Dollars (\$2,500,000.00) for construction of the new facility. The company plans to bring seventy (70) manufacturing jobs to the City of Massillon with an estimated initial annual payroll Four Million Dollars (\$4,000,000.00). The company will be utilizing an Occupancy Grant Agreement an economic development tool for business relocation providing incentives in the form of income tax revenue sharing based on project assumptions regarding employment and payroll for a defined term. The company intends to expand its operations during the five (5) year period authorized under the Occupancy Grant Agreement.

Section 4:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 5:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2012

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

APPROVED: _____
KATHERINE CATAZARO-PERRY, MAYOR

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 132 – 2012

BY: ENVIRONMENTAL COMMITTEE

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

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

Section 1:

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

Section 2:

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

Section 3:

The grant will be awarded at the minimum amount of Twenty-Five Dollars (\$25.00) per ton of recyclable materials plus incentives for funding year 2013.

Section 4:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

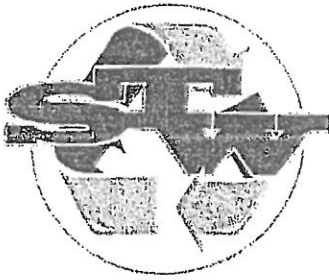
Section 5:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling program for 2013. 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



**STARK-TUSCARAWAS-WAYNE JOINT
SOLID WASTE MANAGEMENT DISTRICT**

9918 Wilkshire Blvd NE • Bolivar, OH 44612
(330) 874-2258 • (800) 678-9839 • (330) 874-2449 FAX
www.timetorecycle.org • district@timetorecycle.org

David Held
Executive Director

Erica Wright
Finance Director

Eva Newsome
Planning & Operations Manager

November 7, 2012

Colleen Sibila
City of Massillon
One James Duncan Plaza
Massillon, Ohio 44646

RECEIVED
NOV 18 2012
MASSILLON SEWER & WASTE

DISTRICT GRANT FUNDING APPROVED – YOUR IMMEDIATE RESPONSE IS REQUIRED

Dear Ms. Sibila:

Enclosed is an original grant agreement for FY2013. Please note the agreement between the grantee and the District will automatically renew for one year at the same rate(s) and conditions unless a funding change is communicated to the grantee by the District. **In order to receive your approved grant funding for 2013 you must complete the following:**

- 1) Have the appropriate person sign, date, and return the agreement to the District office at the address listed above by Monday, December 31, 2012. **Please do not remove any pages from the agreement.**
- 2) Pay careful attention to the notice/contact information contained in your grant agreement as this will be the address all correspondence and payments will be mailed and used to notify us of any changes.
- 3) Complete Exhibit A and B, if applicable, in the Re-TRAC web-based reporting system at the end of each quarter in order for payment to be issued. The reporting deadlines are as follows:

Reports due on April 30, 2013

(for reporting period of January 1 – March 31, 2013)

Reports due on July 31, 2013

(for reporting period of April 1 – June 30, 2013)

Reports due on October 31, 2013

(for reporting period of July 1 – September 30, 2013)

Reports due on January 31, 2014

(for reporting period of October 1 – December 31, 2013)

After our Executive Director signs the agreement, we will provide a copy for your records.

If you should have any questions regarding the agreement or any aspect of the grant funding, please feel free to contact me at 1-800-678-9839 or by e-mail at eva@timetorecycle.org.

Thank you for your participation in the District Grant Program.

Sincerely,

Eva Newsome

Eva Newsome
Planning & Operations Manager

BOARD of DIRECTORS

Stark

Thomas M. Bernabei
Janet Weir Creighton
Dr. Peter Ferguson

Tuscarawas

Chris Abbuhl
Kerry Metzger
Jim Seldenright

Wayne

Jim Carmichael
Ann Obrecht
Scott Wiggam

2013 RECYCLING MAKES SENSE GRANT

THIS GRANT AGREEMENT is made and entered into as of January 1, 2013 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board) and the City of Massillon (the grantee), under the circumstances summarized in the following recitals. This agreement shall be effective from January 1, 2013 through December 31, 2013 unless earlier termination is made pursuant to Section 8 herein, at which time the agreement between the grantee and the District will automatically renew for one year at the same rate(s) and conditions unless a funding change is communicated to the grantee by the District.

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

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

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (refer to **Exhibit D**) to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs (Recycling Makes Sense) in connection with implementation of the District's Solid Waste Management Plan, as implemented on January 27, 2011; and

WHEREAS, the Board has authorized the District's Executive Director to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

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

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

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

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

1.01 The District hereby agrees to pay the Grantee, subject to the provisions of Section 5 of this Agreement and paragraph 1.02 of this section, the 2013 Grant at the minimum amount of \$25.00 per ton of recyclable materials plus incentives (refer to **Exhibit D**) for the Grant Purposes as stated in the subject application attached as **Exhibit E**. Payments are payable at the end of each quarter in accordance with Section 2.01 for the periods ending March 31, June 30, September 30 and December 31, 2013. Payments will be processed within 30 days of the submission of the quarterly report. The grantee is responsible to notify the District immediately in the event that any circumstances or collection schedules change. In addition, the grantee will be responsible to submit their new contract that states that the collection schedule or frequency has changed.

compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required of the Grantee for the employees engaged by it for the performance of any activities contemplated by this Agreement and agrees to hold the District and Board of Directors harmless from the same. The Grantee will comply with all applicable provisions of the District's Solid Waste Management Plan, including but not limited to, requirements imposed upon the Grantee by the District's Executive Director or Finance Director.

Section 5. Deposit of Monies and Record Keeping

The Grantee agrees to maintain detailed records itemizing specifically:

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

Section 6. Advertising Policy

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

The District's logo is required for all projects. Examples include the District logo signage on grant funded equipment or products, as well as printed educational materials or promotional items.

Content Standards: Content will be in good taste. Nudity, sexual suggestion and derogatory references to person based on sex, ethnicity, religion, color, creed or disability are prohibited. Materials will positively reflect on the grantee and the District. Content will not threaten individual freedoms. Copyrighted and trademarked material cannot be used without written permission from the owner.

The District logo should appear on all print advertising such as billboards, tabloid style inserts and standard print journal advertising. The District logo should also appear on other printed materials such as brochures, flyers, newsletters, pamphlets, posters and purchased equipment or products.

The logo may be obtained from the District's website at www.TimeToRecycle.org.

Section 7. Liability Indemnification

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

additional moneys from the District to pay or reimburse the cost of activities within the Grant Purposes the cost of which exceeds the amounts to be made available for the Grant Purposes under Section 2 of this Agreement. The District may, in its sole discretion, appropriate and disburse additional moneys to the Grantee for activities within the Grant Purposes.

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

Section 11. Integration and Binding Effect

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

Section 12. Amendments, Changes and Modifications

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

Section 13. Counterparts

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

Section 14. Severability

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

Section 15. Construction

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

Section 16. Captions and Headings

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

FY2013

**STARK-TUSCARAWAS-WAYNE
JOINT SOLID WASTE MANAGEMENT DISTRICT
GRANT APPLICATION COVER SHEET**

(Recycling Makes Sense Program)

Please print neatly or type.

DATE: Sept. 14, 2012

COUNTY: Stark

PROPOSED PROJECT PERIOD: START DATE: 1/1/2013

END DATE: 12/31/2013

APPLICANT NAME: City of Massillon

CHIEF EXECUTIVE OFFICER: Kathy Catazaro-Perry, Mayor

CONTACT PERSON: Colleen Sibila

TELEPHONE: 330-830-1704

FAX: 330-830-2686

E-MAIL: csibila@massillonohio.com

MAILING ADDRESS: City of Massillon, Waste Dept.

CITY, STATE & ZIP: One James Duncan Plaza, Massillon, Ohio 44646

NAME OF PROGRAM/PROJECT: Massillon Recycling Program

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

2013 TOTAL PROGRAM BUDGET

\$ 5,000.00

AMOUNT OF GRANT REQUESTED

\$25 ✓

/Per Ton

** PLEASE NOTE: All FY2013 Recycling Makes Sense grants will be awarded in a rate per ton format in accordance with the FY2013 Rate Schedule.

CITY OF MASSILLON

PROJECT NARRATIVE

2013 RECYCLING MAKES SENSE

The City of Massillon is respectfully asking for assistance with the cost of operating our Recycling Center. The estimated cost of operation the center for 2013 is \$ 5000.00. This expense will be for the cost of disposal of tires. Any expenses not reimbursed by the Solid Waste District would be paid directly out of our City's General Fund, which is funded primarily by Income Tax revenue. There are no donations, contributions, or any other funding received, or available to the City for this expense.

The Massillon Recycling Center is now open from 7:00 am to 3:30 pm, Monday through Friday. We are accepting yard waste, plastic, paper, metals, glass and tires year round. The Solid Waste District services our recyclables at this site, except for tires and yard waste. We also have drop-off sites for recyclables (served by the Solid Waste District) at the Massillon Recreation Center parking lot, and at the east side of Fisher Foods.

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

The recycling Center and all involved employees are under the direction of George T. Maier, the Director of Public safety and Service for the City of Massillon.

Recycled Item

Contractor

Tires

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

BUDGET DETAILS

<u>ITEMS</u>	2012 Program/Project <u>Budget</u>	2013 Program/Project <u>Budget</u>
I. Personnel		
A. Salaries	\$0.00	\$0.00
B. Benefits	0.00	0.00
Total Personnel	\$0.00	\$0.00
II. Supplies		
A. General Administration Supplies		
B. Vehicle Fuel, Supplies & Parts		
C. Printed Materials & Information		
D. Other Supplies*		
Total Supplies	\$0.00	\$0.00
III. Purchased & Contracted Services		
A. Communication & Publicity		
B. Insurance		
C. Professional Services	5,000.00	5,000.00
D. Property Maintenance, Repair & Security		
E. Rents/Leases		
F. Travel & Meeting Expenses		
G. Utilities		
H. Other Purchased & Contracted Services*		
Total Purchased & Contracted Services	\$5,000.00	\$5,000.00

* Itemize on a separate sheet.

PROGRAM FUNDING SOURCES (Proposed Revenues)

FY2013

I. Non-Capital Expenses	<u>Dollars</u>	<u>%</u>
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government	\$4,000.00	80
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)	\$1,000.00	20
Total Funding Sources for Non-Capital Expenses	\$5,000.00	100
 II. Capital Expenses		
A. Private Contributions		
1. In-Kind (value of)		
2. Money		
B. Public Revenues		
1. Local Government		
2. State of Ohio		
3. Federal Programs		
C. Income		
D. District Grant (Projected Amount Based on Rate Schedule)		
Total Funding Sources for Capital Expenses	\$5,000.00	100
 TOTAL Funding Sources for <u>ALL</u> Expenses	\$5,000.00	100

Total Funding Sources for All Expenses should equal the 2013 Total Program Budget (from pages 1 & 5)

APPLICATION CERTIFICATION

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

The undersigned acknowledges that, should the proposed grant funding be approved, the Applicant will be required to enter into a funding agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District. **The funding agreement between the District and the grantee will automatically renew for one year at the same rate(s) and conditions unless a change in funding is communicated to the grantee by the District.**

The funding agreement will require the submission of documentation relative to the use of grant funds, including quarterly fiscal and technical reports detailing the operation of the program or project. All quarterly reports will be filed electronically using Re-Trac, a District database accessed via the Internet.

Kenneth Koher

Name of Authorized Representative

Budget Director/Tax Admin/Collections Spvrs

Title of Authorized Representative

Friday, September 14, 2012

Date

Fundable Expenses

Advertising & Printing:

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

Contracts:

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

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

Equipment:

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

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

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

Fringes:

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

Overhead:

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

Stark-Tuscarawas-Wayne
Joint Solid Waste Management District

Recycling Makes Sense Grant Program

Rate Sheet

DROP - OFF PROGRAMS		SUBSCRIPTION CURBSIDE PROGRAM	NON - SUBSCRIPTION CURBSIDE PROGRAMS
Base Rate = \$25/ton		Base Rate = \$25/ton	Base Rate = \$25/ton
Plus \$5.00 per ton			Plus \$10.00 per ton
If the following three requirements are met:			If the following three requirements are met:
#1	90% access rate for residents in the county		#1 90% access rate for residents in the county
#2	Open 40 hours per week		#2 Collection one (1) time per week
#3	Collect at least five (5) materials from list provided in plan		#3 Collect at least five (5) materials from list provided in plan
Equals \$30.00 per ton			Equals \$35.00 per ton
Plus \$5.00 per ton			Plus \$5.00 per ton
If the following requirement is met:			If the following requirement is met:
Collect at least seven (7) materials from list provided in plan			Collect at least seven (7) materials from list provided in plan
Equals \$35.00 per ton			Equals \$40.00 per ton
Plus \$5.00 per ton			Plus \$5.00 per ton
If the following requirement is met:			If the following requirement is met:
An average of 30 pounds per resident			An average of 60 pounds per resident
Equals \$40.00 per ton			Equals \$45.00 per ton

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

Subtotal				
Total Tons for Glass				
Metals	Source	Amount	Units	Total in Tons
Ferrous	Curbside		Tons	
	Drop-off		Tons	
	Clean Up Events		Tons	
	Special Events		Tons	
Subtotal				
Non Ferrous	Curbside		Tons	
	Drop-off		Tons	
	Clean Up Events		Tons	
	Special Events		Tons	
Subtotal				
Mixed Metals	Curbside		Tons	
	Drop-off		Tons	
	Clean Up Events		Tons	
	Special Events		Tons	
Subtotal				
Total Tons for Metals				
Other Recycling Materials	Source	Amount	Units	Total in Tons
Appliances/White Goods	Curbside		Tons	
	Drop-off		Tons	
	Clean Up Events		Tons	
	Special Events		Tons	
Subtotal				
Textiles	Curbside		Tons	
	Drop-off		Tons	
	Clean Up Events		Tons	
	Special Events		Tons	
Subtotal				

Paper	Source	Amount	Units	Total in Tons
Corrugated Cardboard	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Clean Up Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Special Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Subtotal			<input type="text"/>
Mixed Paper	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Clean Up Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Special Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Subtotal			<input type="text"/>
Newsprint	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Clean Up Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Special Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Subtotal			<input type="text"/>
Office Paper	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Clean Up Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Special Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Subtotal			<input type="text"/>
Total Tons for Paper				<input type="text"/>
plastics				
#1 Plastic (PETE)	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Clean Up Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Special Events	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Subtotal			<input type="text"/>
#2 Plastic (HDPE)	Curbside	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>
	Drop-off	<input type="text"/>	<input type="text" value="Tons"/>	<input type="text"/>

Total Income		\$ 0.00
Total Expenses	Total Income	Net Cost/Funding Provided by Grantee (Expenses - Income)
0.00	0.00	\$ 0.00

Additional Notes:

Print

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 133 - 2012

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 937 "WASTEWATER TREATMENT REVENUE FUND" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Section 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS and enacting new Section 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS, 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 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS of CHAPTER 937 of the Codified Ordinances of the City of Massillon, Ohio, be and hereby is repealed.

Section 2:

That there be and hereby is enacted new Section 937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS of CHAPTER 937 of the Codified Ordinances of the City of Massillon, Ohio, be and hereby are enacted and shall read as follows:

(SEE EXHIBIT "A" ATTACHED HERETO)

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

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 percentage changes will enable more funds be allocated for capital improvements and collective system improvements. 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

ATTACHMENT

937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS

- (a) The funds received effective January 1, 2013 from the rates and charges hereinafter provided in section 937.09 shall be deposited as received with the City Treasurer, who shall keep the same in a separate fund designating the Wastewater Treatment Revenue in the following sub accounts designated as follows:

(1) *Wastewater Treatment Fund 2101:*

The revenue deposited in this fund shall be all Stark County revenues received and sixty percent (60%) of all City revenues.

(2) *WWT Debt Fund 1305:*

The revenues deposited in this fund shall be all Stark County debt service payments and zero percent (0%) of all City revenues.

(3) *Capital Improvement Fund 1406:*

The revenues deposited in this fund shall be thirty percent (30%) of all City revenues.

(4) *Collection System Improvement Fund 1414:*

The revenues deposited in this fund shall be one hundred percent (100%) of the capacity charges for new sewer system connections and shall be ten percent (10%) of all City revenues.

937.08 ADMINISTRATION AND DISBURSEMENT OF FUNDS

- (a) The funds received effective January 1, 2014 from the rates and charges hereinafter provided in section 937.09 shall be deposited as received with the City Treasurer, who shall keep the same in a separate fund designating the Wastewater Treatment Revenue in the following sub accounts designated as follows:

(1) *Wastewater Treatment Fund 2101:*

The revenue deposited in this fund shall be all Stark County revenues received and sixty percent (60%) of all City revenues.

(2) *WWT Debt Fund 1305:*

The revenues deposited in this fund shall be all Stark County debt service payments and thirty-nine percent (29%) of all City revenues.

(3) *Capital Improvement Fund 1406:*

The revenues deposited in this fund shall be six percent (6%) of all City revenues.

(4) *Collection System Improvement Fund 1414:*

The revenues deposited in this fund shall be one hundred percent (100%) of the capacity charges for new sewer system connections and shall be five percent (5%) of all City revenues.

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 134 - 2012

BY: POLICE AND FIRE COMMITTEE:

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Penn Care Medical Products for the lease purchase of a 2013 MEDIX ambulance using the Ohio STS Procurement State Purchasing plan, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a contract with Penn Care Medical Products for the lease purchase of a 2013 MEDIX ambulance using the Ohio STS Procurement State Purchasing plan.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract with Penn Care Medical Products for the lease purchase of a 2013 MEDIX ambulance using the Ohio STS Procurement State Purchasing plan. The cost of the ambulance will be One Hundred Twelve Thousand Seven Hundred Ten Dollars (\$112,710.00). These funds will come from the EMS Capital Fund 1401.325.1500.

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

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 additional reason for the efficient operation of the Massillon Fire Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2012

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

APPROVED: _____
KATHERINE CATAZARO-PERRY, MAYOR

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 135 - 2012

BY: RULES, COURTS AND CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 9 – 2012 by amending 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. 9 – 2012 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.

A. The base for the purpose of determining health care cost economic data shall be as follows: Base = \$915.00 per person per month from the City + \$54.17 per pay from the Employee for 24 pay periods.

B. In the event that overall cost of health care increases and related expenses from the initial base year, or any subsequent base year, such increase, on a per employee, per month basis shall be shared between the City and the employee on a 50-50% basis.

C. Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under an Internal Revenue Service Qualified Plan in the month following the execution of this Agreement.

Section 2:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 3:

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

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 136 - 2012

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of Millennium Blvd SE right-of-way, and declaring an emergency.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the street hereinafter described, a petition requesting to vacate the portion of right of way, approximately 52 feet long by 60 feet wide, and

WHEREAS, upon hearing, this Council hereby finds that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation should be made.

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

Section 1:

The request is to extend the roadway to the north in a different alignment and due to this a small section of the roadway will need to be vacated and re-dedicated as a curve. The applicant is the City of Massillon. Approval of the vacation was recommended by the Planning Commission on November 14th, 2012 as part of the Neocom Industrial Park Number 7. Said vacation is hereby approved, adopted and confirmed.

Section 2:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 3:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the continued efficient operation of the City of Massillon, Ohio, and that the portion of the street to be vacated will benefit the development of the area. 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

LOCATED IN THE CITY OF MASSILLON,
COUNTY OF STARK, STATE OF OHIO

LIBERTY COMPANY THAT THE FOREGOING PLAT OF WILDERHIM BLVD. LOCATED IN THE CITY OF JACKSON, COUNTY OF STARK AND STATE OF MISSISSIPPI, IS A SUBJECT MATTER OF PATENT RIGHTS OF HANCOCK & ASSOCIATES, LTD. UNDER ITS SUPERVISION AND THAT ANY CHANGES AND ALTERATIONS TO THE SAME SHOWN HEREON EAST OR SHALL BE SET AS SHOWN AND THAT ALL INDEMNITIES AND GEODETIC DETAILS ARE CORRECT.

THIS VACATION PLAN WAS ACCEPTED BY ORDINANCE NO. _____ OF THE MASSILLION CITY COUNCIL
THIS _____ DAY OF _____ 201__

APPROVED BY THE CITY OF MASSACHUSETTS PLANNING COMMISSION THIS _____ DAY OF _____, 201__

APPROVED BY THE MASSLOW CITY SHERIFF THIS _____ DAY OF _____ 1971.

REALITY ALIENS KEYS TO THE MYSTERY

RECEIVED FOR RECORD THIS _____ DAY OF _____ 201_____, RECORDED IN INSTRUMENT SAVING NUMBER _____

DATA USED:

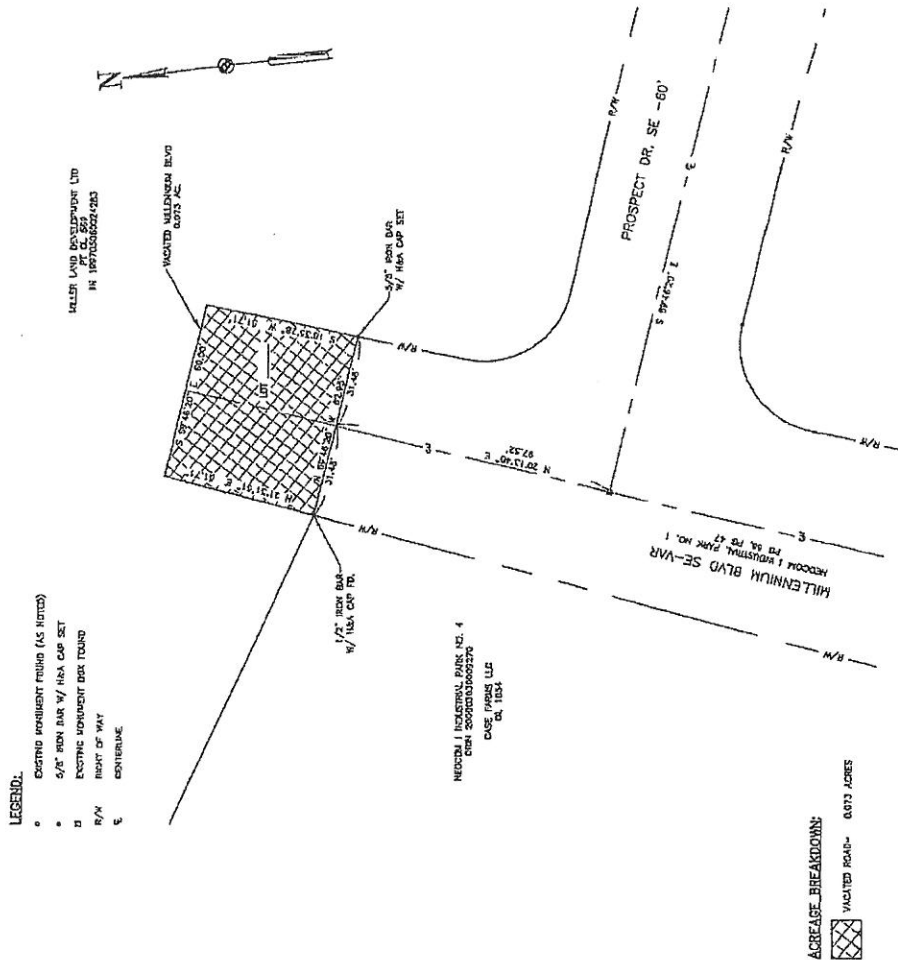
TAX MAPS - MASSillon 125 AND PERRY 28 SW
PLAY - REG. I INDUSTRIAL PARK NO. 1, P.B. 86, P.C. 47
MEXCO4 I INDUSTRIAL PARK NO. 6, L.I.A. 7512039700358186
DEED - IN 196705060024253
IN 19501210004534
IN 201208170037558

BASIS OF BEARING:

N 43°15'12" W - THE CENTERLINE OF HAYWARD ROAD FROM THE PLAT OF N.E.C. COAL PARK - PHASE 1 AS RECORDED IN PLAT BOOK 52, PAGE 94 OF THE STARK COUNTY PLAT RECORDS. SCORP POINTS USED AS REFERENCE STATIONS FOR THIS LINE ARE P01313 & P01315. BEARING FOR THIS LINE BASED ON GRID NORTH IS N 87°10'20" W.

THE SCORP POINTS USED AS REFERENCE STATIONS TO ESTABLISH THIS DATUM ARE DESIGNATED AS P01310 AND P01311. ALL DIMENSIONS SHOWN ARE GROUND DIMENSIONS. THE PROJECT COVERED AREA (PCY) OF 0.155900AC.

WAGON PLAZ
PART OF MILLENNIUM BLVD
FDR MASSILLON DEVELOPMENT FOUNDATION
LOCATED IN THE CITY OF MASSILLON
STARK COUNTY, OHIO



ACREAGE BREAKDOWN:

0927 J0855

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 137 - 2012

BY: STREETS, HIGHWAY, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE accepting the dedication of a right-of-way located on Millennium Blvd SE, in the City of Massillon, Ohio, and declaring an emergency.

WHEREAS, upon hearing, the Council hereby finds that there is good cause to accept the right-of-way and that it will be beneficial to the general interest of this community and that the right-of-way should be accepted.

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

Section 1:

Council hereby accepts the dedication of the right-of-way along Millennium Blvd SE. The right-of-way is described by the plat attached hereto as Exhibit "A". The parcel is located on Millennium Blvd SE. The request includes an approximately 720 foot extension of Millennium Blvd off the existing end of roadway. Approval of the dedication plat for Neocom Industrial Park Number 7 was approved by the Planning Commission on November 14th, 2012. The property is currently zoned I-2 Industrial and will serve the proposed Baker Hughes facility.

Section 2:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and it is in the best interest of the citizens that the right-of-way be immediately accepted without further delay. 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

NOVEMBER 2012
0 LOTS

REX CAMPBELL, STARK COUNTY RECORDER

OWNER
BUDER HUGHES OILFIELD OPERATIONS INC

ENGINEER / SURVEYOR
ILLUMINATIONS AND ASSOCIATES, LTD.

FROM PT. 12.559	0.348 ACRES
FROM LOT	0.077 ACRES
TOTAL	0.518 ACRES

DATE: DECEMBER 3, 2012 CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 138- 2012

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Consent Legislation with the Ohio Department of Transportation for the US 30 bridge over SR 21 Bridge Repair and Maintenance Project, PID 94048, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to sign the Consent Legislation with the Ohio Department of Transportation for the US 30 bridge over SR 21 Bridge Repair and Maintenance Project, PID 94048.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sign the Consent Legislation with the Ohio Department of Transportation for the US 30 bridge over SR 21 Bridge Repair and Maintenance Project, PID 94048. The State has identified the need to repair the bridge on SU 30 over SR 21, located within the Corporate Limits of the City of Massillon. There will be no City dollars expended for this project it will be funded 100% by ODOT, unless the City specifically requests items be completed that are determined by the State and Federal Highway Administration to be unnecessary for the project than those costs would be 100% City.

(SEE EXHIBIT "A" HERETO ATTACHED)

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to sign the Consent Legislation with Ohio Department of Transportation so as to proceed with the necessary repairs needed to the US 30 bridge over SR 21 Bridge Repair and Maintenance Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2012

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

APPROVED _____
KATHERINE CATAZARO-PERRY, MAYOR

CONSENT LEGISLATION

RC 5521.01

Ordinance/Resolution# _____

PID No. 94048

County/Route/Section STA/SUM-BH FY2013

The following is _____ enacted by the City of Massillon of Stark
(An Ordinance/a Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the (LPA/STATE) has identified the need for the described project:

Miscellaneous bridge repair and maintenance on structure on US30-7.68 over SR21 within the City limits

NOW THEREFORE, be it ordained by the City of Massillon of Stark County, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of way costs include eligible utility costs.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The _____ of said _____ is hereby empowered on behalf of
(Contractual Agent) (LPA)
the _____ to enter into contracts with the Director of Transportation which is
(LPA)

necessary to complete the above described project.

Passed: _____, 20____
(Date)

Attested: _____
(Clerk) (Officer of LPA - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and to promote highway safety. Following appropriate legislative
action, it shall take effect and be in force immediately upon its passage and approval, otherwise it
shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO

City of Massillon of Stark County, Ohio
(LPA)

I, _____, as Clerk of the City of Massillon
(LPA)
of Stark County, Ohio, do hereby certify that the forgoing is a true and
correct copy of _____ adopted by the legislative Authority of the said
(Ordinance/Resolution)
City on the _____ day of _____, 20____
(LPA)
that the publication of such _____ has been made and certified of
(Ordinance/Resolution)
record according to law; that no proceedings looking to a referendum upon such
_____ have been taken; and that such _____
(Ordinance/Resolution) _____
and certificate of publication thereof are of record in _____ Page _____
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable, this _____ day of _____, 20____

Clerk

_____ of _____, Ohio .
(LPA)
(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No
Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the _____ of _____, Ohio
(LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

DATE: DECEMBER 3, 2012

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.139 – 2012

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 2105 Stormwater Utility Fund and the 1206 Municipal Motor Vehicle License Plate 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 2105 Stormwater Utility Fund, for the year ending December 31, 2012 the following:

✓\$1,938.00 to an account entitled "Contracted Services" 2105.549.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1206 Municipal Motor Vehicle License Plate Fund, for the year ending December 31, 2012 the following:

✓\$946.97 to an account entitled "Services & Contracts" 1206.435.2392

✓\$924.50 to an account entitled "Services & Contracts" 1206.405.2392

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2012

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

APPROVED: _____
KATHERINE CATAZARO-PERRY, MAYOR