

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT
AGENDA

DATE: MONDAY, MARCH 18, 2013
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL *MANSON - CIVAN ABSENT*
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. 28 - 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 7-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with R.T. Hampton Plumbing & Heating Inc., to provide an economic development "incentive grant" to assist the company in moving its operations to Massillon, and declaring an emergency.

ORDINANCE NO. 29 - 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 7-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Atlas CDL Testing Co., to provide an economic development "incentive grant" to assist the company in moving its operations to Massillon, and declaring an emergency.

ORDINANCE NO. 30 - 2013

BY: PARKS AND RECREATION COMMITTEE

PASS 7-0

AN ORDINANCE establishing the new 2013 ~~membership~~ rate schedule for fees to be charged at The Legends of Massillon Golf Course, and declaring an emergency.

ORDINANCE NO. 31 - 2013

BY: STREETS, HIGHWAYS TRAFFIC & SAFETY

PASS 7-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for various items needed for the use in various departments of the city, and declaring an emergency.

ORDINANCE NO. 32 - 2013

BY: FINANCE COMMITTEE

PASS 7-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1406 Wastewater Treatment Capital Improvement Fund, Income Tax Capital Improvement Fund, Economic Development Fund, Local Law Enforcement Trust Fund, Local Law Block Grant Fund and the Insurance Fund, for the year ending December 31, 2013, and declaring an emergency.

MONDAY, MARCH 18, 2013

ORDINANCE NO. 33 – 2013

BY: FINANCE COMMITTEE

Pass 7-0

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept a Computer Technology Improvement Grant for the Massillon Police Department, and declaring an emergency.

ORDINANCE NO. 34 – 2013

BY: FINANCE COMMITTEE

Pass 7-0

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

ORDINANCE NO. 35 – 2013

BY: FINANCE COMMITTEE

1st READING

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd., and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project.

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

A. TREASURER SUBMITS MONTHLY REPORT FOR FEBRUARY 2013

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

ORDINANCE NO. 12 – 2013

BY: RULES, COURTS & CIVIL SERVICE

Pass 7-0

AN ORDINANCE amending Ordinance No. 3 – 2010 and all other ordinances inconsistent therewith by repealing Section 8, paragraphs (f)(1) and (f)(6), and enacting new Section 8, paragraphs (f)(1) and (f)(6), and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 22 – 2013

BY: PUBLIC UTILITIES COMMITTEE

2nd READING

AN ORDINANCE to provide for water service to be furnished by Aqua Ohio, Inc., to the City of Massillon, Ohio, and the inhabitants thereof, and to regulate the rates under which water service shall be furnished in the City of Massillon, Ohio for and during the period from April 1, 2013 through December 31, 2016.

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 MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 28 - 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with R.T. Hampton Plumbing & Heating, Inc., to provide an economic development "incentive grant" to assist the company in moving its operations to Massillon, and declaring an emergency.

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

WHEREAS, R.T. Hampton Plumbing & Heating, Inc., desires to move its business operations to 1225 Industrial Avenue SW, and

WHEREAS, the City of Massillon proposed to assist R.T. Hampton Plumbing & Heating, Inc., in relocating its operations by providing an economic development "incentive grant", the purpose of which is to help offset the company's costs in moving its operations to Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with R.T. Hampton Plumbing & Heating, Inc., providing an economic development "incentive grant", in a total amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for the purpose of assisting the company in relocating its operations to Massillon. The funds for this grant will be provided through the City's Economic Development Fund 1237.845.2392.

Section 2:

In return for this economic development grant assistance, R.T. Hampton Plumbing & Heating, Inc., will relocate its operations to 1225 Industrial Avenue SW, Massillon. The company plans to employ an estimated 48 employees with an estimated annual payroll of \$1.3 million dollars.

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2013

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL TONY M. TOWNSEND, PRESIDENT

ATTEST: _____
KATHY CATAZARO-PERRY, MAYOR

DATE MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 29 - 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Atlas CDL Testing Co., to provide an economic development "incentive grant" to assist the company in moving its operations to Massillon, and declaring an emergency.

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

WHEREAS, Atlas CDL Testing Co., desires to move its business operations to 1211 Third Street NW, and

WHEREAS, the City of Massillon proposed to assist Atlas CDL Testing Co., in relocating its operations by providing an economic development "incentive grant", the purpose of which is to help offset the company's costs in moving its operations to Massillon.

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

Section 1:

This Council hereby authorizes the Mayor to enter into an agreement with Atlas CDL Testing Co., providing an economic development "incentive grant", in a total amount not to exceed Five Thousand Dollars (\$5,000.00) for the purpose of assisting the company in relocating its operations to Massillon. The funds for this grant will be provided through the City's Economic Development Fund 1237.845.2392.

Section 2:

In return for this economic development grant assistance, Atlas CDL Testing Co., will relocate its operations to 1211 Third Street NW, Massillon. The company plans to employ 7 full time employees with an estimated annual payroll of \$250,000.

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2013

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

ATTEST: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 30 - 2013

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE establishing the new 2013 membership rate schedule for fees to be charged at The Legends of Massillon Golf Course, 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 that it is necessary to establish a new 2013 membership rate schedule for fees to be charged at The Legends of Massillon Golf Course.

Section 2:

It is hereby determined that the following rate schedule for fees to be charged at The Legends of Massillon Golf Course is hereby approved and accepted by this Council.

(SEE ATTACHED EXHIBIT "A")

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, the reason for the emergency being that it is necessary that the rate schedule be approved for the golf season will soon begin, and that it is necessary to publish the rates, 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.

2nd page is the signature page

The Legends of Massillon Golf Course is requesting approval of the following fees beginning March 15, 2013:

Proposed 2013 rates					
Day & Time	9 - Walking	9 - Riding	18 - Walking	18 - Riding	Unlimited w/cart
M-Thur. till 1pm	\$15.00	\$21.00	\$21.00	\$31.00	
M-Thur 1-6pm	\$15.00	\$21.00	\$21.00	\$25.00	
M-Thur After 6pm					\$20.00
M-F Jr. / Sr. till 6pm	\$12.00	\$18.00	\$18.00	\$23.00	
M-F Jr. / Sr. after 6pm					\$20.00
Fri till 1pm	\$21.00	\$26.00	\$30.00	\$40.00	
Fri 1-6pm	\$15.00	\$21.00	\$21.00	\$25.00	
Fri After 6pm					\$20.00
Sat-Sun & Holiday till 1pm	\$21.00	\$26.00	\$30.00	\$40.00	
Sat-Sun & Holiday 1-6pm	\$21.00	\$26.00	\$26.00	\$30.00	
Sat-Sun & Holiday after 6pm					\$20.00
Jr / Sr. Sat-Sun & Holiday till 1pm	\$20.00	\$20.00	\$30.00	\$35.00	
Jr. / Sr. Sat-Sun & Holiday 1-6pm	\$20.00	\$20.00	\$20.00	\$25.00	
Jr. / Sr. Sat-Sun & Holiday after 6pm					\$20.00
Jr. = Under 18	Sr. = 60+				

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 31 - 2013

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids, and enter into contract upon the award and approval of the Board of Control, with the lowest and best bidder for various items needed for the use in various departments of the city, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon the award and approval of the Board of Control, with the lowest and best bidder for various items needed for the use in various departments of the city, said items listed on Exhibit "A" attached hereto.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to advertise for and receive sealed bids, and enter into contract with the lowest and best bidder for various items needed for the use in various departments of the city, said items listed on 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:

This Ordinance is declared to be an emergency measure for the reason that the items listed on Exhibit "A" attached hereto are needed for the efficient operation of the city, and due to the time involved in advertising and bid process it must be commenced immediately so that the items are available for use as soon as possible as the various items are needed for the efficient operation of the various departments. 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 _____, 2013

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

2.01 BID:

STREET DEPARTMENT

1. Asphalt of H.P.M. cold mix (loaded on City trucks) \$_____ton
2. 448 intermediate, 448 surface fine top asphalt, hot mix under 200 tons daily
448 intermediate \$_____ton
(loaded on City trucks) 448 surface \$_____ton
3. 448 intermediate, 448 surface fine top asphalt, hot mix over 200 tons daily
448 intermediate \$_____ton
(loaded on City trucks) 448 surface \$_____ton
4. 301 Asphalt Concrete Mix (loaded on City trucks) \$_____ton
5. 10,000 pounds, more or less, as the City may require of crack sealant for City streets:
 - a) RS-221, sealant meets ODOT 705.04 specifications \$_____lb.
 - b) RS-201 sealant \$_____lb.
 - c) Polyfiber sealant \$_____lb.
6. SS-921 cold mix asphalt (loaded on City trucks) \$_____ton
7. 407 Tack Coat-702.04 MS-2 furnished and applied at one tenth (1/10th) gallon per sq. yard \$_____gal.
8. 200 tons, more or less, No. 4 gravel and limestone (loaded on City trucks)
gravel \$_____ton
limestone \$_____ton
9. 500 tons, more or less, No. 57 gravel and limestone (loaded on City trucks)
gravel \$_____ton
limestone \$_____ton
10. 2,000 tons, more or less, as the City may require of Grit (hauled by City trucks) \$_____ton
11. Ready Mix Concrete, Type Class C, 2 yd. minimum, (delivered to site, including all fees) \$_____yard

WASTEWATER TREATMENT DEPARTMENT

12. (a) 3,000 gallons 50% Caustic Soda, Tech Grade Liquid delivered, 3,000 gallon minimum (a) \$_____gal.
- (b) 3,000 gallons 35% Caustic Soda, Tech Grade Liquid delivered, 3,000 gallon minimum (b) \$_____gal.
- (c) 3,000 gallons Sodium Hypochlorite (c) \$_____gal.

Delivery of any of these products must be received at the facility within 72 hours of placement of order.
Days & hours for delivery are Monday-Friday 7:00 a.m. to 2:00 p.m.
Address of delivery: 100 Big Indian Drive, S.W., Massillon, OH 44646

PARKS & RECREATION DEPARTMENTS

13. Mulch – 100 yards, more or less, brown bark mulch – City will pick up. \$_____ yd.
14. Play Ground Surface – 100 yards, more or less, double ground oak, delivered. \$_____ yd.

Delivery of any of these products must be received at the facility within 72 hours of placement of order.
Days & hours for delivery are Monday-Friday 8:00 a.m. to 2:00 p.m.
Address of delivery: Reservoir Park on Reservoir Drive, Massillon, OH 44646

LEGENDS OF MASSILLON GOLF COURSE

15. Materials and Sand

Product	Unit	Price Delivered
a.) Mulch - 50 yards, more or less, brown bark mulch	Sq. Yard	\$_____ yd.
b.) Top Soil – 25 ton, more or less	Ton	\$_____ ton
c.) 550, 80# Paper Bags Sand	Ton	\$_____ ton
d.) 535, Tour Grade Sand (Bulk)	Ton	\$_____ ton
e.) Mason Sand (Bulk)	Ton	\$_____ ton

Delivery of any of these products must be received at the facility within 72 hours of placement of order.
Days & hours for delivery are Monday-Friday 8:00 a.m. to 2:00 p.m.
Address of delivery: Legends of Massillon Golf Course on Nave Road SE, Massillon, OH 44646

16. Fertilizer Bid

Product	Bag Size	Price/Bag
a.) 10-2-14 w/ Dimension Fwy Grade	50 lb. bag	\$_____ bag.
b.) 10-2-8 Coarse Nature Safe	50 lb. bag	\$_____ bag.
c.) 18-9-18 Contec DG Greens	40 lb. bag	\$_____ bag.
d.) 19-0-19 Knox Platinum	50 lb. bag	\$_____ bag.
e.) 20-0-20 XRT	50 lb. bag	\$_____ bag.
f.) 12-2-6 Fine	50 lb. bag	\$_____ bag.
g.) 5-2-10 Sustane	50 lb. bag	\$_____ bag.
h.) 7-7-7	50 lb. bag	\$_____ bag.
i.) 14-0-4	50 lb. bag	\$_____ bag.

17. Chemicals

Chemical Name	Case Size	Price/Case
1. Touche'	2.75 lb/ea	
2. Touche' Keg	12x2.75lb/drum	
3. Arena	40oz x 4/cs	
4. CGC 40	16 x 5oz	
5. Prodiamine	4 x 1gal.	
6. Amortech 720	2 x 2.5 gal:cs	
7. Mefenoxam	2 x 1 gal cs	
8. Disarm	64 oz	
9. Disarm-C	64 oz	
10. Iprodione	2 x 2.5 gal cs	
11. TMI 2020	2 x 1 gal. cs	
12. Merit	1,6 oz x 4 x 4	
13. Talstar	4 x 1gal. cs	
14. Amortech 3some	2 x 2.5 gal. cs	
15. PGR 113	2 x 2.5 gal. cs	
16. Ethephon	2 x 2.5 gal. cs	
17. Propoconazol	2x 2.5 gal. cs	
18. Heritage	1 gal x 2	
19. Liquid Iron	2 x 2.5 gal. cs	
20. Spray Indicator	2 x 2.5 gal. cs	
21. Anti Foam	16oz x 12 cs	
22. Razor Pro	2 x 2.5 gal. cs	
23. Emerald	10 x .49 lb.	
24. Insignia	4 x 2.4 lb.	
25. Cutlass	4 x 4 x 8	
26. Veranda-T	2 x 4.8 lb. cs	
27. Snapshot	50 lb. bag	

28. Drive 75	1 lb. X 6 cs	
29. Foliar Pack 11-0-11	2 x 2.5 gal. cs	
30. Lontrel	1 qt.	
31. Amortech 44	2 x 2.5 gal. cs	
32. Oryzalin Pro	2 x 2.5 gal. cs	
33. Bifenthrin Pro	4 x 1 gal. cs	
34. Magnus	2 x 2.5 gal. cs	
35. Methylated Seed Oil	2 x 2.5 gal. cs	
36. Lake/Pond Colorant		
37. Radius	2 x 2.5 gal. cs	
38. Civitas	5 Gal.	
39. Civitas	Tote	
40. Aloft	4 x 64 oz	
41. Square One	.5 lb ea.	
42. Quicksilver	8 oz.	
43. TEB 360	4x1gal/cs	
44. U flexx 46-0-0	50 lb	
45 Revolution	2 x 2.5 gal. cs	

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 32 – 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1406 Wastewater Treatment Capital Improvement Fund, Income Tax Capital Improvement Fund, Economic Development Fund, Local Law Enforcement Trust Fund, Local Law Block Grant Fund and the Insurance Fund, for the year ending December 31, 2013, 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 1406 Wastewater Treatment Capital Improvement Fund, for the year ending December 31, 2013 the following:

- ✓ \$100,000.00 to an account entitled "Capital Supplies" 1406.610.2410
- ✓ \$ 23,972.00 to an account entitled "Capital Supplies" 1406.610.2410

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Income Tax Capital Improvement Fund, for the year ending December 31, 2013 the following:

\$30,217.15 to an account entitled "Lease Purchase" 1401.325.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Economic Development Fund, for the year ending December 31, 2013 the following:

- \$7,500.00 to an account entitled "Services/Contracts" 1237.845.2392
- \$5,000.00 to an account entitled "Services/Contracts" 1237.845.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Local Law Enforcement Trust Fund, for the year ending December 31, 2013 the following:

- \$8,367.78 to an account entitled "Supplies/Materials/Postage" 1215.305.2410
- \$ 852.46 to an account entitled "Supplies/Materials/Postage" 1215.305.2410

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Local Law Block Grant Fund, for the year ending December 31, 2013 the following:

\$4,224.76 to an account entitled "Supplies/Materials/Postage" 1231.305.2410

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Insurance Fund, for the year ending December 31, 2013 the following:

\$3,700.00 to an account entitled "Employee Insurance" 2202.905.2310

Section 7:

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 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 _____ 2013

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 33 - 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept a Computer Technology Improvement Grant for the Massillon Police Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to accept a Computer Technology Improvement Grant for the Massillon Police Department.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to accept the Computer Technology Improvement Grant for the Massillon Police Department. The amount of grant No. 2012-JG-LLE-5901 is Seven Thousand Five Hundred Thirty-One Dollars (\$7,531.00). The City's match will be Eight Hundred Thirty-Six Dollars and Seventy-Eight Cents (\$836.78) which will come from the Local Law Enforcement Trust Fund. Thus making the total project amount of the grant Eight Thousand Three Hundred Sixty-Seven Dollars and Seventy-Eight Cents (\$8,367.78). The award period for the grant is from February 1, 2013 to August 31, 2013.

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 time is of the essence for the acceptance of this grant. 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 _____ 2013

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 34 - 2013

BY: FINANCE COMMITTEE

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

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

Section 1:

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

Section 2:

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

(SEE ATTACHMENT EXHIBIT A)

Section 3:

These Transportation Agreements shall be in effect for a period of two (2) year from January 1, 2013 through December 31, 2014.

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 to enter into Transportation Agreements between the City of Massillon safety forces and other political subdivision. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2013

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED _____

KATHY CATAZARO-PERRY, MAYOR

MASSILLON CITY AND _____
TRANSPORTATION AGREEMENT

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

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

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

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

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

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

- A. In consideration of Massillon bearing the cost and expense for the transportation of such prisoners Agency shall pay to Massillon, for the period of January 1st, 2013, through December 31st, 2013, \$125.00 per prisoner transported and for the period of January 1st, 2014 through December 31st, 2014, \$130.00 per prisoner transported.

The amounts owed by Agency for the 2013 and 2014 calendar year shall be paid in four quarterly installments by the Agency. Massillon will bill Agency for amount due under this Agreement in the months of January, April, July.

and October. Agency will pay the quarterly amount due within thirty (30) days after the receipt of such Invoice.

2. Warrant Service:

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

3. Reportable Offenses:

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

4. The quarterly amounts to be paid by each Agency in 2013 and 2014 shall be computed by allocating the actual costs incurred and number of prisoners actually transported per quarter for each Agency, said calculation to be provided to each agency with the quarterly billing.

5. Additional Provisions:

Massillon further agrees to provide the following:

A. Routine medical attention that may be required and can be provided at the

Massillon City Jail;

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

was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.

This Agreement shall take effect in January 1, 2013, and remain in effect until December 31, 2014, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

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

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

WITNESS:

CITY OF MASSILLON

Kathy Catazaro-Perry, Mayor

Keith T. Moser, Chief of Police

WITNESSES:

_____, STARK COUNTY, OHIO

DATE: MARCH 18, 2013

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
TONY M. TOWNSEND, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 35 - 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd., and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project.

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, determines it necessary to enter into an agreement between the City of Massillon, Downtown Massillon Hotel, Ltd, and Charles Street Ltd., which would permit, if certain conditions are met, canceling the promissory note associated with the loan for the Hampton Inn project and release the related mortgages and any other liens related to the financing of the project.

Section 2:

The Mayor of the City of Massillon, Ohio, is authorized to enter into the agreement, the terms and conditions of which are set forth on is the attached exhibit "A", with regard to the note and mortgage held by the City.

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 shall take effect and be in force from and after the earliest period allowed by law.
2nd page is the signature page

DOWNTOWN MASSILLON HOTEL, LTD.
CHARLES STREET ASSOCIATES, LTD.

The Carnegie Building, 75 East Market Street
Akron, Ohio 44308

Phone: 330-253-5750
Facsimile: 330-762-8533
Mobile: 330-353-2688

February 26, 2013

The Honorable Kathy Catazaro-Perry, Mayor
THE CITY OF MASSILLON, OHIO
Municipal Government Annex – Administration Building
151 Lincoln Way East
Massillon, OH 44646

Dear Mayor Catazaro-Perry:

This proposal ("Proposal") will set forth our understanding and agreement between the City of Massillon ("City"), Downtown Massillon Hotel, Ltd. ("Downtown Massillon Hotel") and Charles Street Associates, Ltd. ("Charles Street") with respect to the \$2,250,000 loan from the City to Downtown Massillon Hotel dated October 20, 1999 (the "Loan").

1. Payment of Loan; Release of Liens. Upon the payment by Downtown Massillon Hotel of \$1.2 million at any time before July 31, 2013 (or after such date, \$1,255,000), the City agrees to cancel the Promissory Note issued in connection with the Loan and release the related Mortgages from Downtown Massillon Hotel and Charles Street and any other liens related to said financing.

2. Parking Space Sublease Not Affected. Notwithstanding anything in this Proposal to the contrary, the City's Sublease with Charles Street for parking in the parking deck will remain in full force and effect pursuant to the terms and conditions set forth therein.

3. Mutual Release. Upon each party's performance as set forth herein, and except for the obligations set forth herein which by their terms survive such performance, the City on the one hand, and Downtown Massillon Hotel and Charles Street on the other hand, hereby release, waive and forever discharge the other party, its predecessors, successors, subsidiaries, officers, directors, employees, attorneys, insurers, agents, representatives and assigns, past, present or future, from any and all claims, losses, liabilities, obligations, lawsuits, debts, liens, contracts, agreements, promises, demands and damages, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, that the other party ever had, now has, or hereafter may have related to the downtown Massillon hotel and parking lot development.

The Honorable Kathy Catazaro-Perry
Mayor, City of Massillon
February 26, 2013
Page Two

4. Council Approval Contingency. This Proposal is contingent upon approval of the City's Council. Each party will cooperate with the other to their best ability to obtain such approval as expeditiously as possible and shall, upon such approval, enter into a binding agreement incorporating the terms hereof.

5. Further Assurances. The parties shall execute and deliver such other instruments and take such other action as may be necessary or convenient to effectuate the provisions of this Proposal.

6. Termination. This Proposal shall terminate if the payment referenced in Section 1 above is not made by Downtown Massillon Hotel to the City on or before June 30, 2014; provided, however, that the parties may, by mutual agreement, extend such date.

We look forward to continuing to work with the City on this matter.

Sincerely yours,

DOWNTOWN MASSILLON HOTEL, LTD.

By: _____
John D. Helline, Vice President

CHARLES STREET ASSOCIATES, LTD.

By: _____
John D. Helline, Vice President

cc: Anthony S. Manna

HAMPTON INN / SEC 108 LOAN REPAYMENT REPORT

SEC 108 NOTE PYMT DUE DATE	SEC 108 NOTE PYMT (P & I)	ACCUM NOTE PYMTS	DEVELOPER PYMT DATE	DEVELOPER PYMT	ACCUM DEVELOPER PYMTS	DEVELOPER ACCUM PYMT SHORTFALL
January-01	143,063.40	Int Pymts	Misc	143,063.40	Int Pymts	0.00
July-01	126,848.30	269,911.70	August-01	14,250.00	157,313.40	(112,598.30)
January-02	85,448.10	355,359.80	January-02	46,230.00	203,543.40	(151,816.40)
July-02	125,448.10	480,807.90	July-02	25,000.00	228,543.40	(252,264.50)
January-03	84,034.90	564,842.80	December-02	7,734.00	236,277.40	(328,565.40)
July-03	129,034.90	693,877.70	July-03	25,000.00	261,277.40	(432,600.30)
January-04	82,431.55	776,309.25	January-04	14,490.00	275,767.40	(500,541.85)
July-04	127,431.55	903,740.80	July-04	25,000.00	300,767.40	(602,973.40)
January-05	80,822.80	984,563.60	January-05	0.00	300,767.40	(683,796.20)
July-05	130,822.80	1,115,386.40	July-05	35,000.00	335,767.40	(779,619.00)
	0.00	1,115,386.40	October-05	45,000.00	380,767.40	(734,619.00)
January-06	79,037.80	1,194,424.20	January-06	9,084.00	389,851.40	(804,572.80)
July-06	134,037.80	1,328,462.00	July-06	75,000.00	464,851.40	(863,610.60)
January-07	77,077.05	1,405,539.05	January-07	36,000.00	500,851.40	(904,687.65)
July-07	132,077.05	1,537,616.10	July-07	75,000.00	575,851.40	(961,764.70)
January-08	75,091.55	1,612,707.65	January-08	27,000.00	602,851.40	(1,009,856.25)
July-08	135,091.55	1,747,799.20	July-08	75,000.00	677,851.40	(1,069,947.80)
January-09	72,926.15	1,820,725.35	January-09	25,000.00	702,851.40	(1,117,873.95)
July-09	137,926.15	1,958,651.50	July-09	45,000.00	747,851.40	(1,210,800.10)
January-10	70,586.80	2,029,238.30	January-10	5,000.00	752,851.40	(1,276,386.90)
	0.00	2,029,238.30	March-10	7,500.00	760,351.40	(1,268,886.90)
July-10	140,586.80	2,169,825.10	July-10	12,500.00	772,851.40	(1,396,973.70)
February-11	25,090.56	2,194,915.66	January-11	5,000.00	777,851.40	(1,417,064.26)
August-11	98,770.00	2,293,685.66	July-11	20,000.00	797,851.40	(1,495,834.26)
February-12	23,560.00	2,317,245.66	January-12	5,000.00	802,851.40	(1,514,394.26)
August-12	103,560.00	2,420,805.66	July-12	40,000.00	842,851.40	(1,577,954.26)
February-13	23,216.00	2,444,021.66	January-13	7,500.00	850,351.40	(1,593,670.26)

NOTE NUMBER	NOTE AMOUNT	MATURITY DATE	SEC 108 PYMT	INTEREST PORTION	INTEREST REMAINING *	PRINCIPAL REMAINING *	P & I PYMTS REMAINING *
B-98-MC-39-0029-2001	\$40,000.00	August 1, 2001	\$213,696.60	\$173,696.60	\$1,794,098.96	\$2,210,000.00	\$4,004,098.96
B-98-MC-39-0029-2002	\$40,000.00	August 1, 2002	\$210,896.20	\$170,896.20	\$1,623,202.76	\$2,170,000.00	\$3,793,202.76
B-98-MC-39-0029-2003	\$45,000.00	August 1, 2003	\$213,069.80	\$168,069.80	\$1,455,132.96	\$2,125,000.00	\$3,580,132.96
B-98-MC-39-0029-2004	\$45,000.00	August 1, 2004	\$209,863.10	\$164,863.10	\$1,290,269.86	\$2,080,000.00	\$3,370,269.86
B-98-MC-39-0029-2005	\$50,000.00	August 1, 2005	\$211,645.60	\$161,645.60	\$1,128,624.26	\$2,030,000.00	\$3,158,624.26
B-98-MC-39-0029-2006	\$55,000.00	August 1, 2006	\$213,075.60	\$158,075.60	\$970,548.66	\$1,975,000.00	\$2,945,548.66
B-98-MC-39-0029-2007	\$55,000.00	August 1, 2007	\$209,154.10	\$154,154.10	\$816,394.56	\$1,920,000.00	\$2,736,394.56
B-98-MC-39-0029-2008	\$60,000.00	August 1, 2008	\$210,183.10	\$150,183.10	\$666,211.46	\$1,860,000.00	\$2,526,211.46
B-98-MC-39-0029-2009	\$65,000.00	August 1, 2009	\$210,852.30	\$145,852.30	\$520,359.16	\$1,795,000.00	\$2,315,359.16
B-98-MC-39-0029-2010	\$70,000.00	August 1, 2010	\$211,173.60	\$141,173.60	\$379,185.56	\$1,725,000.00	\$2,104,185.56
B-98-MC-39-0029-2011	\$75,000.00	August 1, 2011	\$123,860.56	\$48,860.56	\$330,325.00	\$1,650,000.00	\$1,980,325.00
B-98-MC-39-0029-2012	\$80,000.00	August 1, 2012	\$127,120.00	\$47,120.00	\$283,205.00	\$1,570,000.00	\$1,853,205.00
B-98-MC-39-0029-2013	\$85,000.00	August 1, 2013	\$131,432.00	\$46,432.00	\$236,773.00	\$1,485,000.00	\$1,721,773.00
B-98-MC-39-0029-2014	\$90,000.00	August 1, 2014	\$135,293.00	\$45,293.00	\$191,480.00	\$1,395,000.00	\$1,586,480.00
B-98-MC-39-0029-2015	\$95,000.00	August 1, 2015	\$138,673.00	\$43,673.00	\$147,807.00	\$1,300,000.00	\$1,447,807.00
B-98-MC-39-0029-2016	\$105,000.00	August 1, 2016	\$146,583.00	\$41,583.00	\$106,224.00	\$1,195,000.00	\$1,301,224.00
B-98-MC-39-0029-2017	\$110,000.00	August 1, 2017	\$148,790.00	\$38,790.00	\$67,434.00	\$1,085,000.00	\$1,152,434.00
B-98-MC-39-0029-2018	\$120,000.00	August 1, 2018	\$155,589.00	\$35,589.00	\$31,845.00	\$965,000.00	\$996,845.00
B-98-MC-39-0029-2019	\$965,000.00	August 1, 2019	\$996,845.00	\$31,845.00	\$0.00	\$0.00	\$0.00
TOTALS.....	\$2,250,000.00		\$4,217,795.56	\$1,967,795.56	\$0.00	\$0.00	\$0.00

* Remaining Interest, Principal, and Payments amounts shown are after that August's payment is made