

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

DATE: MONDAY, MAY 20, 2013  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILWOMAN QUENESSA HAMPTON
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. 50 – 2013

BY: PARKS AND RECREATION COMMITTEE

*Pass 9-0*

AN ORDINANCE authorizing the Director of Public Service and Safety to accept the Wal-Mart Company Grant for the Massillon Parks and Recreation Department, and declaring an emergency.

ORDINANCE NO. 51 – 2013

BY: PARKS AND RECREATION COMMITTEE

*1st Reading*

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a five (5) year Lease Agreement for and on behalf of the City of Massillon, Ohio, with the Massillon Museum for the lease of City owned land in the Veterans Memorial Park, Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 52 – 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

*Pass 9-0*

AN ORDINANCE accepting the dedication of right of way and ingress, egress and utility easements for Greif Packaging located on Warmington Rd SW. The dedication includes approximately 0.556 acres of the existing roadway area over Out Lot 877 which is owned by the City of Massillon, and declaring an emergency.

ORDINANCE NO. 53 – 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

*Pass 9-0*

AN ORDINANCE accepting the vacation and dedication of storm sewer easements at the site of the new Walgreens project located at the corner of Lincoln Way West and 1<sup>st</sup> Street NW, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

**ORDINANCE NO. 54 – 2013**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

AN ORDINANCE making certain appropriations from the unappropriated balance of the Summer Concert Fund, 1414 Collection System Improvement Fund, Capital Improvement Fund, Tax Increment Fund, Collection System Improvement Fund, Insurance Fund, Storm Water Utility Fund Shearers Foods Infrastructure Fund, Inn at University Village Fund, Bond Retirement WWT Fund Menards Inc. Infrastructure Fund and the Faircrest Properties Infrastructure Fund, for the year ending December 31, 2013, and declaring an emergency.

**ORDINANCE NO. 55 – 2013**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

AN ORDINANCE making certain transfers in the 2013 appropriations from within the General Fund, for the year ending December 31, 2013, and declaring an emergency.

**ORDINANCE NO. 56 – 2013**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

AN ORDINANCE amending Ordinance No. 143 – 1996 by changing Section 1 for the amount of the surety bond for the Treasurer and the Auditor of the City of Massillon, and declaring an emergency.

**RESOLUTION NO. 7 – 2013**

**BY: POLICE AND FIRE COMMITTEE**

*PASS 9-0*

The Council of the City of Massillon, Stark County, Ohio met a duly called and authorized meeting of the Council on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place and purpose of the meeting received by all Council Members, and the following resolutions were made, seconded, and adopted by those present at the meeting.

**RESOLUTION NO. 8 – 2013**

**BY: POLICE AND FIRE COMMITTEE**

*PASS 9-0*

The Council of the City of Massillon, Stark County, Ohio met a duly called and authorized meeting of the Council on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place and purpose of the meeting received by all Council Members, and the following resolutions were made, seconded; and adopted by those present at the meeting.

**7. UNFINISHED BUSINESS**

**8. PETITIONS AND GENERAL COMMUNICATIONS**

**9. BILLS, ACCOUNTS AND CLAIMS**

**10. REPORTS FROM CITY OFFICIALS**

**A. TREASURER SUBMITS MONTHLY REPORT FOR APRIL 2013**

**11. REPORTS OF COMMITTEES**

**12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS**

**13. CALL OF THE CALENDAR**

**14. THIRD READING ORDINANCES AND RESOLUTIONS**



**15. SECOND READING ORDINANCES AND RESOLUTIONS**

**ORDINANCE NO. 46 - 2013**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*Pass 9-0*  
AN ORDINANCE amending CHAPTER 557 "WEEDS AND TREES" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Sections 557.08(a)(b)(c)(d)(e) and (f) "CUTTING AND DESTROYING WEEDS REQUIRED", and enacting new Sections 557.08(a)(b)(c)(d) and (e) "CUTTING AND DESTROYING WEEDS REQUIRED" of CHAPTER 557, 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: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 50 - 2013

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to accept the Wal-Mart Company Grant for the Massillon Parks and Recreation 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 the Wal-Mart Company Grant for the Massillon Parks and Recreation Department in the amount of Five Hundred Dollars (\$500.00).

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to accept the Wal-Mart Company Grant to be used in the Massillon Parks and Recreation Department. The grant dollars will be deposited into the following account 1234.510.1890 which will be used for the Summer Playground Program expenses.

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 the grant is necessary for use that these dollars will be used for the Summer Playground Program expenses. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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



DATE: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 51 - 2013

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a five (5) year Lease Agreement for and on behalf of the City of Massillon, Ohio, with the Massillon Museum for the lease of City owned land in Veterans Memorial Park, 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 Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby are authorized to sign on behalf of the City of Massillon, Ohio, a Lease Agreement with the Massillon Museum for the lease of City owned land in Veterans Memorial Park, and described in Section 2.

Section 2:

That the Lease Agreement shall pertain to the following described property in the attachment provided as Exhibit "A":

Section 3

That said premises shall be leased for an amount of One Dollar (\$1.00) per year. Said Lease Agreement shall be for a period of five (5) years with an option to renew for five (5) years. The Massillon Museum may also have the option to purchase said land during the term of the lease. Massillon City Council must approve the sale by separate ordinance.

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 necessary for the more efficient operation of the various departments in the City of Massillon which this property is no longer need for municipal purposes: Provided it receives the affirmative vote of two-thirds of the elected members of 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



## LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into effective the 1st day of May, 2013 by and between the CITY OF MASSILLON, OHIO hereinafter referred to as "Landlord", and the MASSILLON MUSEUM, hereinafter referred to as "Tenant".

### LEASED LAND

1. In consideration of the rents, covenants, and conditions herein promised to be paid and performed by the Tenant, the Landlord hereby leases to Tenant and Tenant accepts from Landlord the lease of the following described property, hereinafter referred to as "Premises".

#### PT. OF LOT 1127 AND PARK ROW

Known as and being part of Lot No. 1127 and part of Park Row in the City of Massillon, Stark County, Ohio, and being more fully described as follows:

The true place of beginning being the Northwest corner of Lot 1127;

Thence N69 27' 15"; E, along the north line of said Lot 1127, a distance of 70.84' to the Northwest corner of Lot No. 385;

Thence S20 41' 16"E and the west line of Lot 385, a distance of 141.55' to the north line of Diamond Court SE;

Thence S69 14' 06"W, a distance of 70.94' to the west line of Lot 1127;

Thence N20 32' 50"W, along the west line of Lot 1127, a distance of 1.39' to a point;

Thence N20 38' 48"W, along the west line of Lot 1127, a distance of 40.43' to the true place of beginning containing 0.2306 acres.

### TERMS OF LEASE

2. The term of this lease shall be for five (5) years commencing May 1, 2013 and ending April 30, 2018.

### RENT

3. Tenant agrees to pay rent to Landlord during the term of this lease in a sum of no less than one and no/100 Dollars (\$1.00) per year, payable annually on the first of January each year.

### SUBLETTING AND STRUCTURES

4. Tenant shall not sublet the Premises nor be permitted to erect or build any permanent structures upon the Premises without the express written consent of Landlord.

### INSURANCE

#### LIABILITY INSURANCE

5. Tenant shall, during the Lease Term, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises and the business operated by Tenant in the Premises, with a combined single limit for personal or bodily injury and property damage of not less than \$1,000,000.00. The policy shall name Tenant as insured, and Landlord as an additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord Thirty (30) days' written notice. The insurance shall be provided by an insurance company approved by Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord. All public liability, property damage and other liability policies shall be written as primary policies, not contributing with and not in excess of coverage which Landlord may carry. All such policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to Landlord, Landlord's employees and/or agents by reason of the negligence of Tenant. All such insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons or injury or damage to property. Any insurance (whether liability or casualty) required by the terms of this Lease to be carried by Tenant may be carried under a blanket policy (or policies) covering other properties of Tenant or its related or affiliated corporations, or both; provided, however, that Tenant provide Landlord evidence reasonably satisfactory to Landlord that (a) Landlord is named as an additional insured on such policy or policies and (b) the coverage under such policy or policies is sufficient to cover the limits required herein.

### WAIVER OF SUBROGATION

6. Whether the loss or damage is due to the negligence of either Landlord or Tenant, their employees or agents, or any other cause, Landlord and Tenant do each herewith and hereby release and relieve the other and any other Tenant, its employees and agents from responsibility for, and waive their entire claim of recovery (including deductible amounts under the policies of



insurance referred to below) for, any loss or damage to the real or personal property of either located anywhere in the Buildings arising out of or incident to the occurrence of any of the perils which are covered and paid by their respective insurance policies, with extended coverage endorsements, that each of them is required to carry under this Lease (regardless of whether such coverage is actually in effect). Each party shall cause its insurance carriers to consent to such waiver and to waive all rights of subrogation against the other party.

### INDEMNIFICATION

7. Tenant shall defend and indemnify Landlord and save Landlord harmless from and against any and all liability, damages, costs or expenses, including attorneys' fees, arising from any act, omission or negligence of Tenant or Tenant's employees, agents, guests, invitees and/of; licensees in or about the Premises, or arising from any breach or default under this Lease by Tenant, or arising from any accident, injury or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, provided that the foregoing provision shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence of Landlord or Landlord's employees, agents and/or invitees.

Landlord shall not be liable for any loss or damage to person or property sustained by Tenant or other persons, which may be caused by the buildings or the Premises, or any appurtenances thereto, being out of repair, or the bursting or leakage of any water, gas, sewer or steam pipe, or by theft, or by any food born or contagious illness; or by any act, omission or neglect of any Tenant or occupant, or other person, or by any other cause of whatsoever nature except to the extent that Tenant's loss is caused by the gross negligence, willful misconduct or willful omission of Landlord or Landlord's employees or agents. Tenant agrees to use and occupy the Premises at Tenant's own risk and, except as specifically set forth in the preceding sentence, hereby releases Landlord, Landlord's employees and/or agents from all claims for any damage or injury to the fullest extent permitted by law.

### NOTICES

8. Any notices, consents, approvals, elections, submissions, requests or demands required or permitted to be given under this Lease or pursuant to any law or governmental regulation by Landlord to Tenant or by Tenant to

Landlord shall be in writing (whether or not expressly so provided) and shall be deemed received and effective five (5) days after being deposited in the United States mail, registered or certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by overnight express mail or nationally recognized courier service (e.g. Federal Express) to Landlord or Tenant, at the respective addresses set forth below or such other addresses as either party may designate by notice to the other from time to time. In lieu of registered or certified mail, and in any event during any period of postal strike or other interference with the mails, any notice may be given by personal delivery with a receipt signed by the person served or by any person authorized by law to serve process in the jurisdiction where such service is accomplished and shall be effective when received. The address for notices to Landlord shall be City of Massillon, Attention: JAMES R. JOHNSON, 151 Lincoln Way E., Massillon, Ohio 44646-6615. The address for notices to Tenant shall be \_\_\_\_\_, and a copy to General Counsel.

#### **GENERAL**

#### **TITLES**

9. The title to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

#### **GOVERNING LAW**

10. This Lease shall be construed and governed by the laws of the State of Ohio.

#### **BINDING EFFECT**

11. All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.

#### **ENTIRE AGREEMENT**

12. This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the lease, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by Landlord and Tenant.



### VALIDITY

13. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

### INTEREST

14. Any Rent or other sums payable by Tenant to Landlord which shall not be paid within fifteen (15) days after the due date thereof shall bear interest from the date tenant received notification that such sums are past due at the Default Rate calculated from the date of delinquency to the date of payment.

### INTERPRETATION

15. This Agreement and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

### AUTHORIZATION

16. If Tenant is a corporation or partnership, Tenant represents and warrants that the execution, delivery and performance of this Lease have been duly authorized by all necessary persons. The officer or partner executing this Lease on behalf of Tenant further individually represents and warrants that he or she is duly authorized to execute and deliver this Lease to Landlord on behalf of Tenant.

### NO RECORDING

17. Tenant shall not record this Lease or any notice or memorandum thereof in the records of the county auditor without Landlord's prior written consent.

IN WITNESS WHEREFORE the parties herein have executed duplicate originals hereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Kathy Catazaro-Perry  
Mayor  
City of Massillon

\_\_\_\_\_  
James R. Johnson  
Safety-Service Director  
City of Massillon

\_\_\_\_\_  
MASSILLON MUSEUM

BY: \_\_\_\_\_

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Massillon, a municipal corporation, by JAMES R. JOHNSON it's Safety-Service Director, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named MASSILLON MUSEUM, an Ohio nonprofit corporation, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing Instrument and that the same is the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

City of Massillon/Massillon Museum Lease Agreement



DATE: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 52- 2013

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE accepting the dedication of right of way and ingress, egress and utility easements for Greif Packaging located on Warmington Rd SW. The dedication includes approximately 0.556 acres of the existing roadway area over Out Lot 877 which is owned by 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 dedication of right of way and ingress, egress and utility easements for Greif Packaging located on Warmington Rd SW. The request includes the dedication of approximately 0.556 acres of the existing roadway area and proposed ingress, egress, and utility easement over Out Lot 877 which is owned by the City of Massillon, is hereby accepted and confirmed in the office of the City Engineer. This dedication was approved by the Planning Commission at the meeting held April 10, 2013. The property is currently zoned I-2 Industrial.

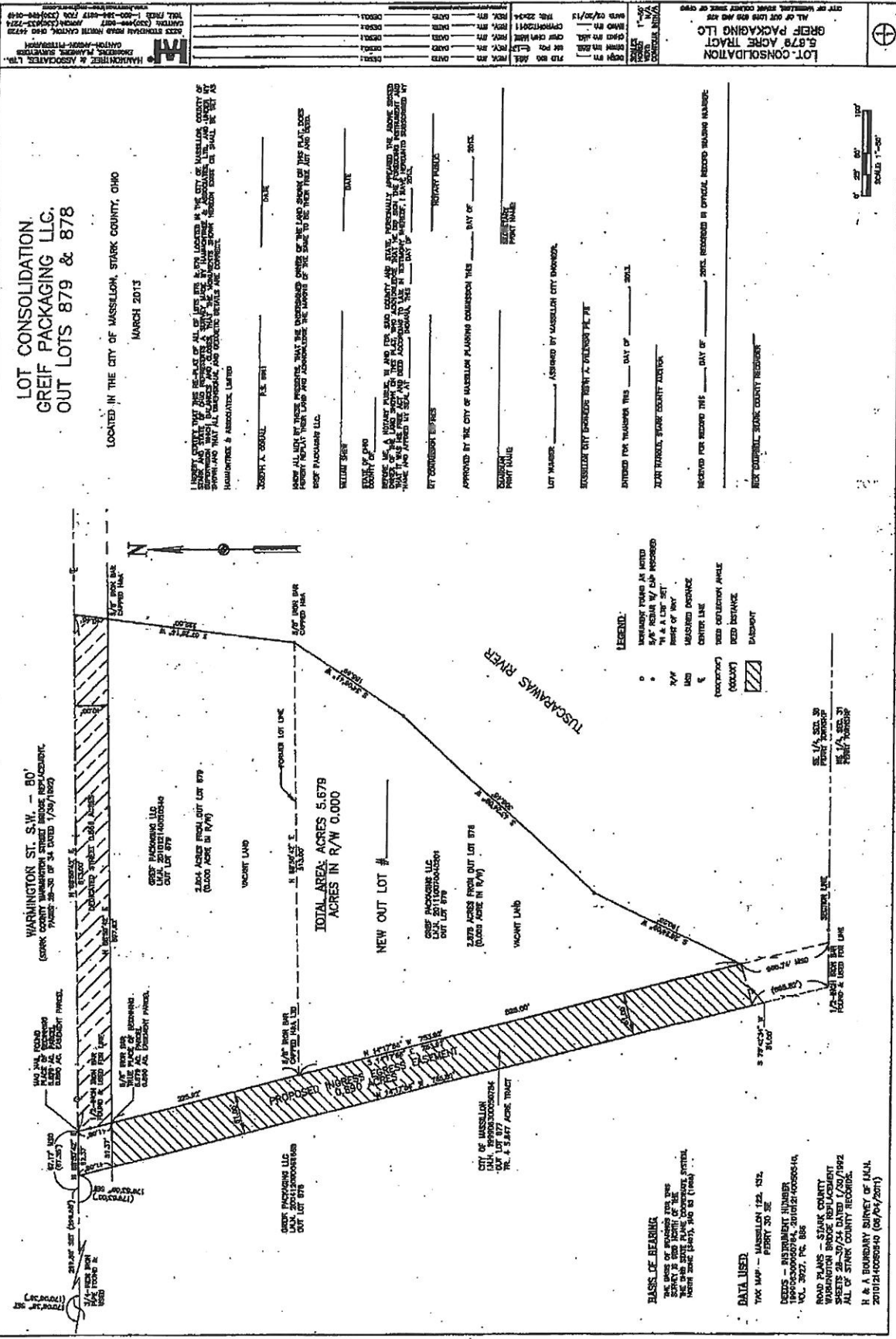
Section 2:

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 for the reason that said replatting and dedication of right of way and utility easements are necessary and needed for the Greif Packaging. The dedication is for property growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise it shall take effect and be in force from and after the earliest period allowed by Law.

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



DATE: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 53 - 2013

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE accepting the vacation and dedication of storm sewer easements at the site of the new Walgreens project located at the corner of Lincoln Way West and 1<sup>st</sup> Street NW, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

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

Section 1:

The vacating and dedication of storm sewer easements at the site of the new Walgreens project located at the corner of Lincoln Way West and 1<sup>st</sup> Street NW, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, is hereby accepted and confirmed. The existing easement, which is located in the wrong area of the property, will be vacated and the new easement will be dedicated in the correction location over the storm sewer pipe. This plat as a part of the replat of lots was approved by the Planning Commission at the meeting held May 8, 2013.

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 for the reason that said dedication and easement plat is necessary and needed for the development of the area for the Walgreens project. The dedication is for property growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise it shall take effect and be in force from and after the earliest period allowed by Law.



**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE SUPERVISED THE ACCOMPANYING  
PARCEL OF LAND AND THAT THE MAP ON PLAT IS A CORRECT  
REPRESENTATION OF THE SAME AND HAS BEEN FOUND ON  
AT ALL PLACES PRODUCTION BY THE CITY OF MASSACHUSETTS.

STEVEN L. BELLAMY, P.E. No. 7900 DATE

AREA SUMMARY:

OUT LOT	—	1.3715 AC
LOT	—	0.1690 AC
LOT	—	0.2721 AC
TOTAL		1.8126 AC

CITY OF COUNCIL  
                

PRESIDENT      CLERK OF COUNCIL

ADOPTED BY THE COUNCIL OF THE CITY OF WASHINGTON BY \_\_\_\_\_  
FORWARDED VIA \_\_\_\_\_ PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_ IN \_\_\_\_\_

DEDUCTED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_  
 STARK COUNTY JAILER \_\_\_\_\_  
 RECEIVED FOR RECEIPT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_  
 RECORDED IN RECORDER'S IMAGE NO. \_\_\_\_\_  
 STARK COUNTY RECORDER \_\_\_\_\_

DATE: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 54 – 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Summer Concert Fund, 1414 Collection System Improvement Fund, WWT Capital Improvement Fund, Tax Increment Fund, Collection System Improvement Fund, Insurance Fund, Storm Water Utility Fund, Shearers Foods Infrastructure Fund, Inn at University Village Fund, Bond Retirement WWT Fund, Menards Inc. Infrastructure Fund and the Faircrest Properties Infrastructure 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 Summer Concert Fund, for the year ending December 31, 2013 the following:

\$20,000.00 to an account entitled "Summer Concert Series" 1212.505.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1414 Collection System Improvement Fund, for the year ending December 31, 2013 the following:

\$20,000.00 to an account entitled "Sanitary Sewer Improvements" 1414.610.2510

Section 3:

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

\$8,000.00 to an account entitled "Fees" 1406.610.2393

Section 4:

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

\$4,338.93 to an account entitled "Fees" 1340.905.2382

Section 5:

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

\$2,600.00 to an account entitled "Fees" 1414.610.2393

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:

\$2,200.00 to an account entitled "HMO Health Insurance" 2202.905.2310

Section 7:

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

\$725.00 to an account entitled "County Collection Fees" 2105.549.2393

Section 8:

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

\$400.00 to an account entitled "County Collection Fees" 1422.905.2393

Section 9:

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

\$275.00 to an account entitled "County Collection Fees" 1429.905.2393

Section 10:

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

\$200.00 to an account entitled "Fees" 1305.940.2393

Section 11:

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

\$75.00 to an account entitled "County Collection Fees" 1430.905.2393

Section 12:

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

\$30.00 to an account entitled "County Collection Fees" 1428.905.2393

Section 13:

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 14:

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: MAY 20, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 55 - 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2013 appropriations from within the General 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 transferred from the 2013 appropriation from within the General Fund, for the year ending December 31, 2013, the following:

FROM:	Annexation Fees	1100.905.2721	\$ 103.00
	Street Dept. Hosp/Eye/Dental	1100.435.2210	\$12,589.98
TO	Civil Service Service/Contracts	1100.150.2392	\$ 103.00
	Building Dept Hosp/Eye/Dental	1100.415.2210	\$12,589.98

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 hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the preservation of the public health, safety and welfare of the community and for the additional reason that the funds are required in the specific accounts to pay city obligations by the end of 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.

DATE: May 20, 2013

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 07-2013

BY: POLICE AND FIRE COMMITTEE

TITLE: The Council of the City of Massillon, Stark County, Ohio met at a duly called and authorized meeting of the Council on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place and purpose of the meeting received by all Council Members, and the following resolutions were made, seconded, and adopted by those present at the meeting

WHEREAS, the eligible employees of the Fire Department participate in the Ohio and Fire Pension Fund (OP&F);

WHEREAS, the Massillon Council has previously adopted a pick-up of the ten percent (10%) mandatory contributions required under by Section 742.31 of the Ohio Revised Code for participating employees of the Fire Department who are members of the OP&F;

WHEREAS, OP&F has adopted new contribution rates for its members which will increase in each of the next three years, with the first increase in July 2013 and subsequently in July 2014 and July 2015. The first increase from 10.0 to 10.75 percent of salary will occur on salary earned in pay periods beginning on/or after July 2, 2013. The increase will continue annually until the rate of 12.25 percent is phased.

WHEREAS, the Massillon Council wishes amend, ~~reaffirm~~ and restate its prior resolution in order to continue the pick-up under any new procedures and the new contribution rate;

NOW THEREFORE, BE IT RESOLVED, that the Massillon City Council shall continue to pick-up all of the mandatory contributions by the employees who are members of the Ohio Police and Fire Pension Fund through a payroll reduction. Said mandatory contribution by employers is set forth as follows:

Salary Earned in pay period beginning date	Salary Earned in pay period ending date	Member contribution rate
current	7/14/2013	10%
7/15/2013	7/13/2014	10.75%
7/14/2014	7/12/2015	11.50%
7/13/2015	and thereafter	12.25%

BE IT FURTHER RESOLVED, that said picked up contributions paid through a payroll reduction even though designated as employee contributions for state law purposes, are being paid by the

Massillon Council in lieu of said contributions by the employee;

BE IT FURTHER RESOLVED, that said picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Ohio Police and Fire Pension Fund;

BE IT FURTHER RESOLVED, that said picked up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police and Fire Pension Fund; and

BE IT FURTHER RESOLVED that said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city of Massillon to Ohio Police and Fire Pension fund.

This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health and safety of the citizens of Massillon. Provided it receives the affirmation vote of two thirds of all the members duly elected 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 TOWNSEND, PRESIDENT

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

\_\_\_\_\_  
KATHY CATAZARO-PERRY, MAYOR

DATE: May 20, 2013

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 08-2013

BY: POLICE AND FIRE COMMITTEE

TITLE: The Council of the City of Massillon, Stark County, Ohio met at a duly called and authorized meeting of the Council on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place and purpose of the meeting received by all Council Members, and the following resolutions were made, seconded, and adopted by those present at the meeting

WHEREAS, the eligible employees of the Police Department participate in the Ohio and Fire Pension Fund (OP&F);

WHEREAS, the Massillon Council has previously adopted a pick-up of the ten percent (10%) mandatory contributions required under by Section 742.31 of the Ohio Revised Code for participating employees of the Fire Department who are members of the OP&F;

WHEREAS, OP&F has adopted new contribution rates for its members which will increase in each of the next three years, with the first increase in July 2013 and subsequently in July 2014 and July 2015. The first increase from 10.0 to 10.75 percent of salary will occur on salary earned in pay periods beginning on or after July 2, 2013. The increase will continue annually until the rate of 12.25 percent is phased.

WHEREAS, the Massillon Council wishes amend, reaffirm and restate its prior resolution in order to continue the pick-up under any new procedures and the new contribution rate;

NOW THEREFORE, BE IT RESOLVED, that the Massillon City Council shall continue to pick-up all of the mandatory contributions by the employees who are members of the Ohio Police and Fire Pension Fund through a payroll reduction. Said mandatory contribution by employers is set forth as follows:

Salary Earned in pay period beginning date	Salary Earned in pay period ending date	Member contribution rate
current	7/14/2013	10%
7/15/2013	7/13/2014	10.75%
7/14/2014	7/12/2015	11.50%
7/13/2015	and thereafter	12.25%

BE IT FURTHER RESOLVED, that said picked up contributions paid through a payroll reduction even though designated as employee contributions for state law purposes, are being paid by the



Massillon Council in lieu of said contributions by the employee;

BE IT FURTHER RESOLVED, that said picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Ohio Police and Fire Pension Fund;

BE IT FURTHER RESOLVED, that said picked up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police and Fire Pension Fund; and

BE IT FURTHER RESOLVED that said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the city of Massillon to Ohio Police and Fire Pension fund.

This Resolution is hereby declared to be an emergency measure necessary for immediate preservation of the public peace, health and safety of the citizens of Massillon, Provided it receives the affirmation vote of two thirds of all the members duly elected 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 TOWNSEND, PRESIDENT

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

\_\_\_\_\_  
KATHY CATAZARO-PERRY, MAYOR