

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

DATE: MONDAY, AUGUST 5, 2013
PLACE: COUNCIL CHAMBERS
TIME: 7:30P.M.

THERE IS ONE PUBLIC HEARING TONIGHT
ORDINANCE NO. 72 – 2013 AT 7:00PM AMENDMENT TO CDBG BUDGET

1. ROLL CALL - *CHORAN 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. 80 – 2013

BY: ENVIRONMENTAL COMMITTEE

1ST READING

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a joint venture agreement with CTI Engineers, Inc., and O'Brien & Gere for professional services for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant, and declaring an emergency.

ORDINANCE NO. 81 – 2013

BY: ENVIRONMENTAL COMMITTEE

1ST READING

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Massillon-Stark County Sewer Service Agreement Supplemental #2 for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant, and declaring an emergency.

ORDINANCE NO. 82 – 2013

BY: POLICE AND FIRE COMMITTEE

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sell the 1997 Chevrolet HD 3500 Ambulance to the City of Uhrichsville, which is no longer needed for any municipal purposes, and declaring an emergency.

ORDINANCE NO. 83 – 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

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

ORDINANCE NO. 84 – 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the Board of Stark County Commissioners, upon approval of the Board of Control, for the purchase of salt for ice control on the city streets for the 2013-2014 winter season, and declaring an emergency.

ORDINANCE NO. 85 – 2013

BY: FINANCE COMMITTEE

PASS 8-0

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1482 OPWC Project Fund, General Fund, Solid Waste Department Fund, 1406 Wastewater Treatment Plant Capital Improvement Fund, 2105 Stormwater Utility Fund, Indigent Alcohol Driver Fund, 1206 Municipal Motor Vehicle License Plate Fund, EMS Capital Fund and the Summer Concert Fund, for the year ending December 31, 2013, and declaring an emergency.

ORDINANCE NO. 86 – 2013

BY: FINANCE COMMITTEE

PASS 8-0

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. 87 – 2013

BY: FINANCE COMMITTEE

PASS 5-4 - TOWNSHIP TIE

(Cunningham - Hearsey, Hearsey, Hampton, Lewis - No)

AN ORDINANCE amending Ordinance No. 143 – 1976 by repealing Section 13 – “ALLOCATION OF FUNDS – INCOME TAX” and enacting a new Section 13 “ALLOCATION OF FUNDS – INCOME TAX” and repealing Ordinance No. 148 – 2012, and declaring an emergency.

ORDINANCE NO. 88 – 2013

BY: FINANCE COMMITTEE

1ST READING

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2013, and declaring an emergency.

ORDINANCE NO. 89 – 2013

BY: FINANCE COMMITTEE

1ST READING

AN ORDINANCE authorizing the Mayor on behalf of Massillon City Council to enter into the Real Property Agreement between the City of Massillon and Fresh Mark, Inc., for the purpose of accepting a grant to be used solely and exclusively towards the renovation of Genshaft Park and forever prohibiting the City of Massillon from transferring, selling, or otherwise cease using Genshaft Park for the purposes specified in the attached agreement, and declaring an emergency.

RESOLUTION NO. 13 – 2013

BY: FINANCE COMMITTEE

PASS 8-0

A RESOLUTION for the proposed budget for the fiscal year 2014.

MONDAY, AUGUST 5, 2013

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM EL RODEO MEXICAN RESTAURANT LLC 2484 LINCOLN WAY E MASSILLON OHIO 44646 TO CHICO MEX LLC DBA CHICO FIESTA 2484 LINCOLN WAY E MASSILLON OHIO 44646

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM SOPHIA G PAXOS DBA SOPHIAS RESTAURANT & LOUNGE & PATIO 7936 HILLS & DALES RD MASSILLON OHIO 44646 TO LOS TRES ERRES INC DBA BUGSYS PASTA HOUSE & LOUNGE & PATIO 7936 HILLS & DALES RD MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). AUDITOR SUBMITS MONTHLY REPORT FOR JULY 2013
- B). MAYOR SUBMITS MONTHLY REPORT FOR JUNE 2013
- C). MASSILLON HEALTH DEPT. SUBMITS 2012 ANNUAL REPORT
- D). MAYOR'S APPOINTMENT TO BOARDS AND COMMISSIONS

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 62 – 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 7-0 (PETERS ABSTAIN)

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

ORDINANCE NO. 63 – 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 Single Family Residential to B-3 General Business.

ORDINANCE NO. 66 – 2013

BY: RULES, COURTS AND CIVIL SERVICE

PASS 8-0

AN ORDINANCE amending Ordinance No. 12 – 2013 and all other ordinances inconsistent therewith by repealing Section 1 and enacting a new Section 1; and declaring an emergency.

ORDINANCE NO. 67 – 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

PASS 8-0

AN ORDINANCE vacating a portion of an unnamed, unimproved 12 foot wide alley located between Tremont Avenue SE and Oak Avenue SE, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 72 – 2013

BY: COMMUNITY DEVELOPMENT COMMITTEE

PASS 8-0
AN ORDINANCE amending Ordinance No. 36 – 2013 the Community Development Block Grant Action Plan for the FY 2013 to include amendments to two additional activities along with adding an additional activity to the program, and declaring an emergency.

ORDINANCE NO. 73 – 2013

BY: PARKS AND RECREATION COMMITTEE

2ND READING
AN ORDINANCE amending CHAPTER 163 "RECREATION BOARD" of the Codified Ordinances of the City of Massillon, by repealing existing Subsections 163.03 "POWERS AND DUTIES", 163.04 "PARKS AND RECREATION DEPARTMENT" and creating a new Subsection 163.06 "GOLF ADVISORY COMMITTEE OF THE LEGENDS OF MASSILLON GOLF CLUB", and declaring an emergency.

ORDINANCE NO. 74 – 2013

BY: POLICE AND FIRE COMMITTEE

2ND READING
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Waikem Ford Inc., for the purchase of two (2) police cruisers for the Massillon Police Department, and declaring an emergency.

ORDINANCE NO. 75 – 2013

BY: POLICE AND FIRE COMMITTEE

2ND READING
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with J.D. Freidrich dba J.D. Freidrich Limited for the purchase and installation of vehicle equipment for the two (2) police cruisers for the Massillon Police Department, and declaring an emergency.

ORDINANCE NO. 76 – 2013

BY: RULES, COURTS AND CIVIL SERVICE

PASS 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a participation agreement with the Ohio AFSCME Care Plan for dental insurance coverage for City employees, and declaring an emergency.

RESOLUTION NO. 12 – 2013

BY: PUBLIC UTILITIES COMMITTEE

PASS 8-0
A RESOLUTION authorizing and directing the Director of Public Service and Safety to enter into an agreement with IGS Energy as the natural gas supplier of an endorsement program for the benefit of residents, small businesses, and other natural gas consumers in the City.

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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 82 - 2013

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sell the 1997 Chevrolet HD 3500 Ambulance to the City of Uhrichsville, which is no longer needed for any municipal purposes, 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 in the public health, safety and welfare to sell the 1997 Chevrolet HD 3500 Ambulance to the City of Uhrichsville, which is no longer needed for any municipal purpose.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to sell the 1997 Chevrolet HD 3500 Ambulance to the City of Uhrichsville, which is no longer needed for any municipal purpose. The City of Uhrichsville has agreed to purchase the ambulance in the amount of Nine Hundred Ninety-Five Dollars (\$995.00) with the understanding that all signage with respect to the City of Massillon and/or Massillon Fire Department would be removed from the vehicle prior to the purchase.

Section 3:

The Auditor of the City of Massillon, Ohio, is hereby directed to deposit the monies received from the sale of said 1997 Chevrolet HD 3500 Ambulance into the Other Revenue Fund 1100.325.1800.

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 the 1997 Chevrolet HD 3500 Ambulance is no longer needed any municipal purchase which would allow the City of Uhrichsville to purchase the used ambulance. 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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 80 - 2013

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a joint venture agreement with CTI Engineers, Inc., and O'Brien & Gere for professional services for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant, 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, is hereby authorized and directed to enter into a joint venture agreement with CTI Engineers, Inc., and O'Brien & Gere for professional services for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a joint venture agreement with CTI Engineers, Inc., and O'Brien & Gere for professional services for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant. The total fee is not to exceed Three Million Six Hundred Seventy-Three Thousand Four Hundred Seventy-Five Dollars (\$3,673,475.00) with a proposed cost of the project being Twenty-Three Million Eight Hundred Seventy-Three Thousand Three Hundred Four Dollars (23,873,304.00). Fifty percent (50%) of the cost of the design and construction will be provided by Stark County while funding for the project will be provided by the Ohio Water Development Authority (OWDA) administered by the Ohio Environmental Protection Agency's Division of Environmental Assistance.

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 additional reason that it is necessary to enter into the joint venture agreement with CTI Engineers, Inc., and O'Brien & Gere for professional services can begin on the Massillon Wastewater Treatment Plant Improvement Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2013

APPROVED: _____
ARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 81 - 2013

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Massillon-Stark County Sewer Service Agreement Supplemental #2 for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant, 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, is hereby authorized and directed to sign the Massillon-Stark County Sewer Service Agreement Supplemental #2 for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant.

Section 2:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to sign the Massillon-Stark County Sewer Service Agreement Supplemental #2 for the Wastewater Treatment Plant Improvement Project at the Wastewater Treatment Plant. The agreement is for the design phase of the Wastewater Treatment Plant Upgrade of which said services are not to exceed Three Million Six Hundred Seventy-Three Thousand Four Hundred Seventy-Five Dollars (\$3,673,475.00) which will be split equally with Stark County. Funds to pay the City's portion of the project will be provided through the Ohio Water Development Authority (OWDA).

(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:

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 sign the Massillon-Stark County Sewer Service Agreement Supplemental #2 so the design phase of the Wastewater Treatment Plant Upgrade can begin in a timely manner. 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

MASSILLON-STARK COUNTY SEWER SERVICE AGREEMENT
SUPPLEMENTAL NO. 2

THIS SUPPLEMENTAL AGREEMENT made and entered into this ____ day of _____, 2013, by and between the City of Massillon, Ohio (hereinafter referred to as "Massillon" or the "City", by its Mayor and its Director of Public Service and Safety, duly authorized in its behalf by Ordinance No. _____ passed by its Council on the ____ day of _____, 2013, and the County of Stark, Ohio (hereinafter referred to as the "County"), by its Board of Stark County Commissioners, duly authorized by a resolution adopted by the Board on the ____ day of _____, 2013, witnesseth:

WHEREAS, the City of Massillon and Stark County entered into a sewer service agreement on April 26, 2001, and the First Supplemental Agreement on June 1, 2013 said Agreements referred to as the Basic Agreement; and

WHEREAS, the Basic Agreements obligate the County and Massillon to revise same as necessary and required; and

WHEREAS, the city and County have determined that extensive improvements (the Project) to its wastewater treatment plant (Plant) are required for the purpose of expanding its treatment capacity to rehabilitate and replace existing facilities and processes, and to provide additional processes including items as outlined on attached Exhibit A, and the City must contract with a professional consulting firm in order to provide detailed design of the project; and

WHEREAS, the County, acting under authority of Revised Code Section 6117.01 *et. seq.*, and Massillon, acting pursuant to Article XVIII of the Ohio Constitution, are fully authorized to enter into this Agreement; and

WHEREAS, the same terms used herein have the definitions as described in the Basic Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and Massillon do hereby agree to amend the Basic Agreement as follows:

Section 1.0

- 1.01 The scope of services for the detailed design of the required project improvements are described in Exhibit "A" attached (Exhibit "A" consists of sheets nos. 1 thru 18). The total estimated cost associated with the scope of services is not to exceed \$3,673,475.00 of which the County's share is 50% or \$1,836,737.50. Additionally, the cost of the permit to install application which is currently not calculated will be shared equally. The County's share of \$1,836,737.50 shall not be exceeded without a supplemental agreement. The City shall apply for Water Pollution Control Loan Fund (WPCLF) low-interest loans for both the cost of the design portion of the project as described in Exhibit "A", and for the balance of the Project which shall include cost of construction testing, construction management, O&M plan and manual, and one-year certification.
- 1.02 The current estimated overall project construction cost is estimated at \$23,873,304, and the County shall share equally at 50% excluding any costs not associated with joint use of the plant. One cost item currently identified as being excluded is that dealing with a rate evaluation. This

cost deals with the City's rate evaluation and will not be shared. Another supplement agreement will be required once detailed plans and specifications are finalized and approved, and that agreement shall address each party's obligations in detail, pertaining to overall project and its costs to include construction and construction management.

- 1.03 The City shall act as "lead" agent for the WPCLF low-interest loans and shall take advantage of any incentives included in the loan program that will produce the lowest possible interest rates. The county's payments for the design portion of the project shall be made to the City thirty (30) days prior to the date payment is required in accordance with the WPCLF debt service schedule. This schedule shall be made available to the County at the time it becomes available and it is understood that the debt term shall be five (5) years with the option, mutually agreeable to both parties, to roll the design loan into the construction loan.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement are hereby amended so as to conform hereto.

This Agreement includes the exhibits attached hereto, all of which are fully a part of this Agreement as if herein fully set forth in writing.

IN WITNESS WHEREOF, the County and Massillon have caused this Second Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

Approved as to Form:

BOARD OF COMMISSIONERS
STARK COUNTY:

Prosecuting Attorney
Stark County

Approved as to Form:

CITY OF MASSILLON

Massillon Law Director

Mayor

Director of Public Service and Safety

This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Objectives and Project Approach

- A. The City's wastewater treatment plant is a 15.8 million gallon per day (MGD) average daily flow (ADF) rated secondary (oxidation ditch) system with nitrification treatment process supplemented by influent flow equalization, primary clarification, coarse screening and grit removal, effluent filtration, UV disinfection, gravity belt thickening and liquid sludge holding, two-stage anaerobic digestion, and belt filter press dewatering. The plant is designed for peak flows up to 41.0 MGD influent and 21.5 MGD to liquid treatment processes. The 2012 Facilities Plan Update, as amended, recommends – in order to accommodate projected service area growth – an expansion to 17 MGD ADF and 42.5 MGD Peak influent (with increased equalized operating volume – in trunk sewer and retention basin – and increase to 22 MGD maximum peak to liquid treatment) as part of the Improvements Project. For further details, please refer to the TP Removal Study, NPDES Permit Modification documents, and encompassing the *City of Massillon Facility Plan Update* dated July 6, 2012, prepared by CTI Engineers, Inc. ("2012 Facility Plan Update") and the 2013 Infiltration and Inflow Analysis prepared by CTI Engineers, Inc. ("2013 I/I Analysis Update.")
- B. Effluent filters supplement secondary clarification to meet advanced secondary treatment limits for TSS and CBOD₅. Nitrification converts ammonia-N to nitrate-N, meeting the seasonal (summer) NH₃-N limit requirement, but does not remove nitrogen from the wastewater. Denitrification converts nitrate-N to nitrogen gas. Note that year-round near-complete nitrification is required to achieve year-round partial-to-complete nitrogen removal. Total nitrogen (TN) removal requires both nitrification and denitrification to remove nitrogen from the wastewater and release this (harmless) nitrogen gas to the atmosphere. Phosphorus is partially removed through the existing physical, biological, and chemical treatment processes on site. Additional physical, biological, and/or chemical phosphorus removal is required to achieve the new total phosphorus (TP) limit.
- C. The 2012 Facility Plan Update recommendations include primary-influent fine screening, Integrated Fixed-Film Activated Sludge (IFAS) in a multi-compartment plug-flow regime biological treatment retrofit to achieve capacity expansion and nutrient removal upgrade. Also with various improvements and ancillary facilities, recommendations also include upgrade (replacement) of the effluent filter system.

- D. The current NPDES Permit (OH0020516, expiration date 1/31/15, 15.8 MGD rating) stipulates secondary treatment with seasonal nitrification and year-round TP removal (1.0 mg/L monthly average limit, 1.5 mg/L weekly maximum limit). The Permit does not currently require TN removal. However, the OEPA is currently soliciting early stakeholder input for its proposed Ohio Nutrient Reduction Rulemaking. The proposed rulemaking is based on OEPA investigations, recommendations of the Nutrient Reduction ("NR") Non-Point Source and Point Source / Urban Runoff Workgroups (2011-12), and assessment of other watershed NR programs including the pending Gulf of Mexico Initiative. The 2012 Facility Plan Update recommends the incorporation of biological phosphorus removal (BPR) to meet OEPA's proposed TP limit. Based on discussions with City staff, the Update also recommends incorporating general biological nutrient removal (BNR, both nitrogen and phosphorus) into the Improvements Project. This "general BNR" concept is for achieving year-round TN reduction goal of 8-10 mg/L TN effluent. The TN 10 mg/L and TP < 1 mg/L effluent levels are consistent with the OEPA numeric nutrient criteria for major point source dischargers of 10 mg/L TN and 1 mg/L TP annual average wasteloads. Additional treatment, which is not part of this project, would be required to achieve Advanced Nutrient Removal (ANR), for both TN and TP. A local nutrient-based Total Maximum Daily Load (TMDL) regulation, that could lower TN or TP effluent goals or limits, is not anticipated at this time.
- E. An NPDES Permit modification request during the Design phase will be required to secure a 17 MGD rating. This rating would identify a 42.5 MGD influent peak design rate, and 22 MGD peak rate through downstream liquid treatment systems. Refer to Exhibit A-1. Refer to Table 10.4 in the Facilities Plan Update, the assumed limits for a 17 MGD-rated plant. It is not anticipated that effluent limits would change substantially, or require re-evaluation of the recommended upgrades.
- F. To summarize, the primary objectives of this WWTP Upgrade Project are to:
1. Upgrade the WWTP to achieve general biological nutrient removal (BNR) levels;
 2. Modify the existing influent headworks and flow equalization, liquid treatment, and solids treatment facilities to be capable of processing 17 MGD ADF and and corresponding Peak Hourly Flow (PHF) ratings (see above), and upgrade the solids treatment facilities to be capable of processing the associated loadings and projected sludge production levels; and
 3. Complete other Improvements to update and renovate other WWTP facilities as et forth in Exhibit A-1 herein.

A1.02 Detailed Project Requirements

- A. Referring to the 2012 Facility Plan Update, with amendments including scope of work and I/I evaluation for funding assistance, the proposed hydraulic expansion of the plant is from 15.8 to 17 MGD ADF and 41.0 to 42.5 MGD Peak Influent. There is no proposed change to the peak hydraulic capacity downstream of the Headworks and Flow Equalization facilities. The existing facility operates under NPDES Permit # OH0020516 (expiration date 1/31/15, 15.8 MGD rating). Issuance of the current NPDES Permit included a compliance schedule, which will need to be

revised based on the actual professional engineering services contracting and authorization to proceed with design. The City intends to fund the project by a Ohio EPA (OEPA) Division of Environmental and Financial Assistance (DEFA) loan. A DEFA design loan has been secured, with the Massillon project on the 2013 priority list. Further regulatory and funding assistance is anticipated as part of design development and bidding.

- B. The purpose of the Project is construct improvements to the Massillon Wastewater Treatment Plant to make it compliant with final effluent limitations of the Plant's current NPDES Permit, as well as those effluent limitations anticipated to be imposed by the Plant's next two NPDES permits, as set forth in the 2012 Facility Plan Update and the 2013 I/I Analysis. The specific improvements to be designed are identified in the 2012 Facility Plan Update and are restated below in Section A1.02.G and Exhibit A-1.
- C. Accordingly, Engineer's scope of work under this Agreement shall include completing a design which will produce the following maximum effluent pollutant concentrations at all influent wastewater flows to the Plant up to 17 Million Gallons per Day (MGD) Average Daily Flow:

Effluent Parameter	Maximum Permissible Average Weekly Concentration* (mg/L)	Maximum Permissible Average Monthly Concentration* (mg/L)
TSS	16.7	11
CBOD5 – Winter	30.7	20.4
CBOD5 – Summer	13.9	9
NH3-N – Summer	2.0	1.3
Total Nitrogen	**	**
Total Phosphorous	1.5	1.0

* = As defined by, Part III, General Conditions of the Plant's current NPDES Permit.

** = The scope of work includes a general BNR component to the process modifications designed to achieve a seasonal or annual average performance of 8-10 mg/L TN. The initial OEPA nutrient reduction rulemaking, consistent with recommendations by OEPA's Point Source & Urban Runoff Group, envisions annual average nutrient limits. There have been no Total Nitrogen limits or sampling and reporting requirements established for the Massillon NPDES permit at this time.

- D. Additionally, the improvements designed by the Engineer must result in a Plant effluent and treatment residuals that comply with all other limitations set forth in the Plant's current NPDES permit that are not identified in the the table immediately above.

E. The project approach may be summarized as follows:

1. Build upon the understanding and project development detailed in the 2012 Facility Plan Update and associated TP Removal Study.
 - a. Update the data analysis (since study phase completion) and confirm and refine the upgrade scope of work with City staff.
 - b. Issue this update of the 2012 Facility Plan Update as a "Preliminary Engineering Report" (PER).
2. Continue assistance with respect to OEPA and DEFA, supplementing recent applications and project information.
3. Initiate preliminary design efforts and prepare one equipment pre-purchase contract (IFAS). It is assumed that this competitively-bid pre-purchase contract does not require a second loan, whereby any and all payments would be postponed until at least the start of construction. Meet with City staff (series of project workshops) as well as regulatory and state agencies.
4. Review the proposed liquid and solids treatment process improvements and renovations.
5. Review and incorporate elements of the plant manager's list of improvements developed during and since facilities planning.
6. Confirm funding sources, amounts, and other commitments.
7. Complete preliminary design, expand the PER and issue as a Design Engineer's Report as part of the Permit-To-Install (PTI) application to OEPA at the 90-100% design stage. The DER and PTI application will include a detailed scope of work, series of technical memoranda (summary, unit by unit process, supporting trades and systems), equipment information, hydraulic and engineering calculations, preliminary equipment data sheets and instrumentation / control function descriptions, and updated preliminary project cost opinion. Confirm project schedule and milestones.
8. Complete final design of all engineering trades and architecture. Administer the pre-purchase contract for the proposed IFAS equipment, processing initial equipment shop drawings in order to incorporate final design elements and have approved shop drawings available to general construction contract bidders. Prepare an initial construction sequencing approach (without dictating contractor means and methods) to identify construction milestones and constraints to be listed in the general construction contract documents (one construction contract, assumed).
9. Award the pre-purchase contract, finalize the design as "bid-ready," incorporating the proposed upgrades as well as City staff and OEPA PTI application review comments. Prepare the "90-100%" final design-phase project cost estimate.

10. Prepare and submit the local and other state agency permit applications for review and approval. Prepare the general construction for public bidding.
 11. Administer the general construction bids, proposed to occur by using CTI/O'Brien & Gere JV's bid plan website (online). Confirm scope and funding after bid opening.
 12. Additional Phase(s)
 - a. Close the loan, award the general construction contract. Issue notice-to-proceed to the general contractor, confirming pre-purchase equipment delivery schedules.
 - b. Achieve Substantial Completion of construction, complete process training and initial operations assistance. It is envisioned that construction-phase services will include the development of a plant-wide O&M manual – with new and major-modified systems based on this project, adding to the administrative and existing-to-remain facility and equipment system materials.
 - c. Potentially, after Final Completion of construction, conduct 1-year initiation of operation tasks as part of completing the project.
- F. The currently-proposed upgraded plant will include the following:
1. Headworks
 - a. New WWTP influent metering station
 - b. Replacement of 66-inch diameter influent sluice gate and motor operator
 - c. Influent Screws Replacement and/or Rehabilitation
 - d. Modifications to headworks odor control consisting of removal of the existing odor control unit and replacing it with a multi-stage scrubber system and the addition of ducting from the new fine screens building.
 - e. Replacement of existing 24-inch Raw and Recycle magnetic flow meter
 - f. Demolition of pre-aeration system and upgrade of primary clarifier flow splitter
 - g. Fine Screens and Building
 - 1) Connect ventilation to nearby headworks odor control system
 2. Primary Clarification
 - a. No proposed modifications
 3. Biological Treatment
 - a. Demolition of first and second stage screw pumps

- b. Demolition of roughing filters
 - c. New primary effluent pump station
 - d. New headbox / flow diversion chamber to bioreactors (Anaerobic zones (TP removal))
 - e. Conversion of oxidation ditches (Aeration Tanks) to plug flow bioreactors and IFAS
 - 1) Reconfiguration, zones / baffles, retention sieves / screens, propeller mixers, diffused aeration system, internal recycle pumps, piping, valving, gates
 - 2) Air knife system – supplemental aeration
 - 3) Process control system
 - f. Headbox modifications, additional mixers / pumps and piping for Nitrogen Removal (further enhancements to the proposed headbox (Anaerobic / Anoxic zones (TN & TP removal) and IFAS bioreactors (Nitrification, TN removal))
 - g. Modifications to secondary clarifier flow splitter (at bioreactors) to transition flow from reconfigured bioreactors to improve distribution to secondary clarifiers.
 - h. Modifications to aeration blower system controls (for IFAS basis of design)
4. Secondary Clarification
- a. Modification to RAS pump and piping system (for IFAS basis of design)
 - b. No further proposed modifications (including chemical storage & feed systems)
5. Tertiary Filtration
- a. Demolition of existing tertiary filter components
 - b. Installation of new tertiary filter components
 - c. Controls upgrade at the filtration pump station
6. Effluent Treatment
- a. No modifications to UV disinfection system
 - b. No addition of mechanical post aeration
7. Sludge Handling
- a. Concrete repair to sludge blending tanks and flow splitter
 - b. Pump and piping modifications to pump directly from GBTs to digesters

- c. Belt Filter Press Discharge Belt Conveyor "A" and "B" replacement, with Screw Conveyors
- d. Replace existing boilers and supply and return piping for digester and building heating
- 8. Ancillary Facilities
 - a. Associated inter-unit piping modifications
 - b. Associated electrical and instrumentation / process control changes
 - c. 750 KVA electric transformer "C" replacement
 - d. Pump and blower VFD component replacements
 - e. Associated laboratory equipment
 - f. No Maintenance Building Addition
 - g. No New Storage Building
 - h. No Demolition of Sidestream Storage Tank
 - i. Grading changes, construction-phase stormwater management, no general site improvements
 - j. Electrical power distribution, stand-by power upgrades, site lighting modifications
 - k. HVAC and plumbing upgrades where indicated for building and structure modifications and additions

A1.03 *Basic Services of Engineer*

A. Provide professional engineering services in the identified phases of the project. These services will include serving as the City's professional engineering representative for the project, providing professional engineering consultation and advice, and furnishing customary civil, structural, mechanical, and electrical engineering services, and the associated customary architectural services.

B. Preliminary Engineering Report

The Preliminary Engineering Report (PER) ("30%-design" stage) development will include:

- 1. Progress review meetings (workshops) with City staff
- 2. NPDES Permit Modification Request – regulatory assistance
 - a. Meeting and/or discussions with OEPA staff

3. Submission of the PER document to the City (Facilities Plan Update and its amendments have been submitted to City and DEFA)
4. Funding Assistance.

C. Preliminary Design Phase

The Preliminary Design Phase will include:

1. Regional facility visits (up to 2)
2. Topographical survey update and geotechnical investigations
3. Electrical system arc flash study
4. Confirming the required permits for final design and construction
5. Review of applicable design standards, by system
6. Submission of the PER document to the City and OEPA.

D. 90% Design Phase

The 90% Design Phase will include:

1. Development of the Design Engineer's Report (DER) and supporting design information
 - a. The DER will be prepared and be comprised of an overview, a series of Technical Memoranda (TM), and complementary set of preliminary drawings organized by TM. Each TM will describe the proposed upgrades to each of the major processes. Included with each TM will be equipment data sheets, preliminary cost estimates, and supplemental calculations. The tentative list of TMs to be prepared is as follows:
 - 1) Overview
 - 2) Design Loadings, Basis of Design.
 - a) The Basis of Design will include influent loading analysis, mass balance, and unit sizing criteria. It is also anticipated that workshops will be conducted through the preliminary and final design stages to review existing plant deficiencies noted by operational personnel, design concepts, nutrient removal approaches, and finalization of design
 - 3) Headworks
 - 4) Primary Clarification & Primary Sludge Pumping
 - 5) Biological Treatment (including Secondary Clarification & Secondary Sludge Pumping)
 - 6) Effluent Treatment
 - 7) Solids Handling

- 8) Existing Chemical Feed Systems (document)
 - 9) Ancillary Systems (3 subsections) (Structural & Architectural systems, HVAC / Plumbing / Fire Protection systems, Electrical & Instrumentation / Control systems)
2. Preliminary plans and specifications
 3. PTI application package for City submittal to OEPA

E. Final Design Phase (100% Complete and Bid Ready)

Culminating the design development process, the CTI / O'Brien & Gere JV will:

1. Building upon the 2012 Facility Plan Update, PER, Basis of Design, DER development information, and revised opinions of probable total project cost with each major phase, final design drawings and technical specifications will show the general scope, extent, and character of the work to be furnished and performed by the contractor(s). Specifications will be prepared in conformance with either the sixteen division or current (expanded) format of the Construction Specifications Institute.
 - a. Pre-purchase equipment system contract documents (IFAS equipment system) – with preliminary general, mechanical, instrumentation & control reference drawings (progress prints) – will be prepared during the preliminary design phase and procured during the early stages of final design prior to completing final design documents.
 - b. Provide technical criteria, written descriptions and design data for City's use in filing applications for permits with or obtaining approvals of such governmental authorities as having jurisdiction to approve the design of the Project and assist the City in consultations with appropriate authorities.
 - c. Advise and furnish to the City any adjustments to an updated opinion of probable total project costs caused by changes in general scope, extent or character of design requirements of the project or construction costs based on the Drawings and Specifications ("90-100%" final design project cost estimate).
 - d. Furnish copies of the above documents and the Drawings and Specifications to present and review it with the City.
 - e. Advise the City as to the necessity of obtaining additional services such as, but not limited to, property, boundary, right-of-way, topographic and utility surveys and soil investigations; and if authorized by the City, provide or assist in procuring such services. Refer to the anticipated level of effort in the attachments.

Key design issues must be confirmed as part of completing final design (developed in draft or in part during the PER and DER process). Items to be included in the Design Development Packages(s) ("60%-design" stage of completion, updated at 90%, and 100%/Bid-Ready):

1. Plant Civil Layout
2. Hydraulic Profile
3. Process Flow Diagrams (PFDs), converted to Piping & Instrumentation Diagrams (P&IDs)
4. Equipment Selection and Cut Sheets
5. Preliminary then Final Architectural Design
6. Preliminary then Final Electrical & Mechanical diagrams and layout
7. Cost Opinions
8. Materials of Construction information
9. Construction Sequencing issues

Review by City and OEPA will be done at the 90%-design completion stage. The updated and detailed project cost estimate will be issued after the submittal of this review set.

Final design drawings and specifications will be prepared for bidding purposes ("100%/Bid-Ready"), incorporating review comments. Front-end bidding documents will be offered for City use (general construction, and pre-purchasing).

For budgeting and schedule purposes, it is assumed that there will be no third-party Value Engineering of the final design deliverable or interim %-complete design documents.

Design Guidelines & Regulations – CTI / O'Brien & Gere JV and any subconsultant(s) will design to City of Massillon and Ohio building codes (latest revisions at time of proposal) and OEPA and 10-States Standards design guidelines where applicable, and offer solutions to comparable standards for other processes and facilities – for example – with Nutrient Removal. Ten-States Standards (limited) and neighboring states' nutrient removal upgrade standards – along with relevant experience at similar facilities in the Mid-Atlantic region – will be consulted and utilized. A comprehensive review of these regulations and guidelines, as they relate to the proposed design, will be conducted when the basis of design is prepared for the PER, noted in each unit process TM. A second review will occur during final design, prior to complete design documents and permit application submittal to state agencies. The design of new or major-modified facilities will conform to local construction standards (City), the International Building Code (IBC) (as amended and adopted by OH), National Fire Protection Association (NFPA) 820 guidelines (for Wastewater Treatment Plants), and National Electrical Code (NEC) – versions in effect at the time of proposal.

F. Bidding & Negotiation Phase

1. Assist the City in advertising for and obtaining bids or negotiating proposals for each separate prime contract (one pre-purchase equipment system contract and one general construction contract are proposed) for pre-purchasing, general construction, and associated materials, equipment and services and, where applicable, maintain a record of prospective bidders to

whom Bidding Documents have been issued, attend pre-bid conferences and receive and process any deposits (net proceeds) for Bidding Documents (online bidding system proposed).

- a. Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- b. Consult with and advise the City as to the submitted qualifications and references of the prime contractor and the subcontractors, suppliers, and other persons or organizations proposed by the prime contractor(s) (herein called "contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- c. Consult with the City concerning with and determining the acceptability of substitute materials and equipment proposed by contractor(s) where and when substitution prior to the award of contracts is allowed by the bidding documents.
- d. Attend the bid opening, prepare bid tabulation sheets, and assist the City in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

G. Construction Phase

During the construction phase:

1. Post-bid, analyze with the City and the low-bid general contractor any value engineering cost proposals.
2. General administration of construction contract(s): CTI / O'Brien & Gere JV will consult with the City and act as its representative as generally described, where amended herein.
 - a. Visits to Site and Observation of Construction – In connection with observations of the work of contractor(s) while in progress:
 - 1) With prior approval of the City for each visit, CTI / O'Brien & Gere JV will make visits to the site at intervals appropriate to the various stages of construction as it deems necessary in order to observe as an experienced and qualified design professional, the progress and quality of the various aspects of contractor(s) work. These visits would include identifying any defective work and issuing interpretations / clarifications as necessary. In addition, will the JV team will work with the City's Resident Project Representative (services to be determined) at the site to assist and to provide more continuous observation of the work.
 - 2) The resident project representative (and assistants) will not be CTI / O'Brien & Gere JV's agent or employee or under its supervision.
 - 3) Shop Drawings – CTI / O'Brien & Gere JV would review and approve (or take other appropriate action with respect to) shop drawings, samples, and other data which contractor(s) are required to submit, but only for conformance with the design concept and compliance with the information given in the contract documents.

- 4) Substitutes – CTI / O'Brien & Gere JV and the owner would evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s).
- 5) Inspections and Tests – CTI / O'Brien & Gere JV would have authority, as owner's representative, to require special inspections or testing of the work (in accordance with the Special Inspections memo issued at the conclusion of final design, and in accordance with the Authority Having Jurisdiction's (AHJ) program and its specific requirements for the project (City)), and would receive and review all certificates of inspection.
- 6) Technical support would include handling and responding to contractor's requests for information (RFIs); and assist and evaluate contract modifications and change orders.
- 7) With respect to Construction Inspection Services, it is assumed that the City's intentions be known before contract document specifications are to be prepared and offered, both front-end bidding and technical specifications, during the final design stage. This will allow a delineation of responsibilities for contractor, owner, engineer, and construction management / inspection in the design documents readied for bidding.

H. Post-Construction Phase Services

After construction is complete, Engineer, only with the prior written approval of Owner, may be authorized by Owner to perform the following services.

1. Provide assistance in connection with the adjusting of Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
3. Assist Owner in developing procedures for control of the operation and maintenance of, and record keeping for Project equipment and systems and prepare an O&M Manual.
4. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
5. In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period to ascertain whether any portion of the Work is subject to correction.
6. Assist Owner in resolving all warranty issues arising out of or relating to construction of the Project.

7. Prepare and furnish to Owner Record Drawings showing as-built record information based on Project annotated record documents received from Contractor, in an electronic format acceptable to Owner and in a single hardcopy version of format and size acceptable to Owner.
8. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate at the end of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. Additional Services of Engineer

If authorized by the City, CTI / O'Brien & Gere JV will furnish or obtain from others, additional services listed below, for an additional fee:

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the project – beyond the proposed funding and regulatory assistance budget allowance.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City – beyond the available record drawing information.
3. Services resulting from significant changes (current undefined) in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, owner or regulator's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in law, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond its control.
4. Providing renderings or models for the City's use.
5. Preparing documents for alternate bids (currently not anticipated) requested by the City for contractor(s) work which is not executed or documents for out-of-sequence work.
6. Investigations and studies involving, but not limited to, detailed consideration of operations; maintenance and overhead expenses; providing value engineering during the course of design; preparation of feasibility studies; cashflow and economic evaluations; rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the City in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with

construction performed by the City. Refer to the attachments which identify related tasks and subtasks.

7. Services during out-of-town travel (currently not anticipated beyond the site visits incorporated) required of the engineer other than visits to site or owner's office as required by Section 1.
8. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services (currently not anticipated).
9. Preparing to serve or serving as a consultant or witness for the City in litigation, public hearing or other legal or administrative proceeding involving the project (currently not anticipated).
10. Providing special analysis, staffing and training, special operation drawings or charts, and any other similar analyses. Refer to related tasks and subtasks in the attachments.
11. Providing planning surveys, land surveys, site evaluations, and comparative studies of prospective sites. Refer to related tasks and subtasks in the attachments.
12. Providing other types of field surveys for design purposes; "stake-out" of the location of the work for construction; and any other special field surveys such as for easements, right-of-ways, photogrammetry, and all related office activities. Refer to related tasks and subtasks in the attachments.
13. Providing subsurface investigations, soils investigations, including test borings, and appropriate professional analysis and interpretations – beyond the subcontracted geotechnical investigation and report for design purposes. This provision includes any test pits to locate utilities or structures, whereby the City O&M staff may be able to provide this testing pitting.
14. Furnishing additional copies of reports and contract documents (currently not anticipated).
15. Negotiations and discussions with other municipalities or significant industrial users relative to sewerage services, tie-ins, metering requirement, rates, or any other technical assistance as may be required. No such services are anticipated at this time.
16. Providing design services relating to future facilities, systems, and equipment that are not intended to be constructed or operated as a part of the project. No such services are anticipated at this time.

PART 3 – OWNER'S RESPONSIBILITIES

A3.01 The Owner (City) will do the following in a timely manner so as not to delay the services of the Engineer:

- A. Designate in writing a person to act as the owner's representative with respect to the services to be rendered under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the owner's policies and decisions with respect to the engineer's services for the project.

- B. Provide all criteria and full information as to the owner's requirements for the project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expand ability, and any budgetary limitations; and furnish copies of all design and construction standards which the owner will require to be included in the Drawings and Specifications.
- C. Assist the engineer by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- D. Furnish, as required for performance of the engineer's basic services the following:
 - 1. Data prepared by or services of others including, without limitations, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment
 - 2. Appropriate professional interpretations of all of the foregoing
 - 3. Any environmental assessment and impact statements, any hazardous materials surveys or information regarding prior abatements
 - 4. Property, boundary, easement, right-of-way, topographic and utility surveys
 - 5. Property descriptions
 - 6. Zoning, deed, and other land use restrictions
 - 7. Other special data or consultations not covered in Section 2, all of which the engineer may use and rely upon in performing services under this agreement.
- E. Provide engineering surveys to establish reference points for construction to enable contractor(s) to proceed with the layout of the work.
- F. Arrange for access to and make all provisions for the engineer or its agents to enter upon public and private property as required to perform services.
- G. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the engineer, obtain advice of an attorney, insurance counselor and other consultants as the owner deems appropriate for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the engineer.
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, (1) legal services as the owner may require or the engineer may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractors, (2) auditing services as the owner may require to ascertain how and for what purpose any contractor has used the moneys paid under the construction contract, and (3) inspection

services as the owner may require (as AHJ) to ascertain that contractors are complying with all laws, rules, regulations, ordinances, codes, or order applicable to their furnishing and performing the work.

- J. If the owner designates a person to represent the owner at the site who is not the engineer or the engineer's agent or employee; the duties, responsibilities and limitations of authority of such other person and the effect thereof on the duties and responsibilities of the engineer and the staff will be set forth in an exhibit that is to be identified, attached to, and made part of the agreement before such services begin.
- K. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors. No such plan is anticipated at this time for construction, however, one pre-purchase contract is envisioned.
- L. Furnish data or estimated figures as to the owner's anticipated costs for services to be provided by others in order to make the necessary findings to support opinions of probable total project cost.
- M. Attend the pre-bid conference, bid opening, and other job related meetings.
- N. Give prompt written notice whenever the owner observes or otherwise becomes aware of any development that affects the scope or timing of services, or any defect or nonconformance in the work of any contractor.
- O. Furnish or direct Engineer to provide additional services or other services as required.
- P. Bare all costs incident to compliance with the requirements of this Section 3.
- Q. In addition to the materials and information already collected as part of the 2012 Facility Plan Update and TP Removal Study, in order to complete the basis of design, the City will provide a copy of:
 - 1. Any supplemental information regarding projected average or peak loadings, including additional information regarding industrial user loadings
 - 2. Any updates to current Permits in effect
 - 3. Recent Discharge Monitoring Reports (DMRs), supplementing information made available during prior phases of project development.

PART 4 - SCHEDULE

We are able to begin work on this project immediately upon receiving a notice to proceed and propose the following schedule:

<u>Task Description</u>	<u>Completion Time from Notice to Proceed</u>
Receipt of additional Operating Data	5/1/13 (received)
Visit, Kickoff, First Workshop	1 Month
Preliminary Engineering Report	4 Months
Pre-Purchasing Contract – Ready for Bid, Review with OEPA	5 Months
Preliminary Design (DER drafted)	7 Months
Pre-Purchasing Contracts – Award by City	9 Months
Design Documents (incl. Plans & Specs) and PTI Application to Applicable Agencies	11 Months
Permit Applications Submitted	11 Months
Final Plans & Specifications Approved (City, OEPA) (assumed)	15 Months
Advertise for (General Construction) Bids	16 Months
Bid Opening	17 Months
All Permits and Clearances Obtained	19 Months
<u>Future Phase(s) (estimated)</u>	
Loan Closing / Award Contract(s)	19 Months
Start Construction	20 Months
Substantial Completion / Nutrient Removal Upgrade Online	44 Months
Final Completion (General Construction)	46 Months
Project Completion	46 Months

[Placeholder for Exhibit A-1, *Opinion of Probable Construction Cost*]

DATE: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2013

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

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

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

Section 1:

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

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into a contract upon award and approval by the Board of Control, with the lowest and best bidder for the Lake Avenue NE Resurfacing Project in the City of Massillon. The project limits are from Wales Road NE (SR 241) to Amherst Road NE. The total estimated cost of the project is One Hundred Fifty-Nine Thousand Six Hundred Twenty Dollars (\$159,620.00). The City has received a grant in the amount of One Hundred Fifty-Two Thousand Five Hundred Sixty Dollars (\$152,560.00) from the Stark County Municipal Road Fund which will be applied to the cost of the project.

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 preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the Lake Avenue NE Resurfacing 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 _____, 2013

ATTEST: _____

MARY BETH BAILEY, CLERK OF COUNCIL

_____ TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

_____ KATHY CATAZARO-PERRY, MAYOR

DATE: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 84 - 2013

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the Board of Stark County Commissioners, upon approval of the Board of Control, for the purchase of salt for ice control on the city streets for the 2013-2014 winter season, 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 agreement with the Board of Stark County Commissioners, upon approval of the Board of Control, for the purchase of salt for ice control on city streets for the 2013-2014 winter season.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement with the Board of Stark County Commissioners, upon approval of the Board of Control, for the purchase of salt for ice control on city streets for the 2013-2014 winter season.

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 preservation of the health, safety, and welfare of the community, participating in the cooperative purchase program saves the city money in its salt purchases and for the additional reason for the more efficient operation of the Street Department in the City of Massillon during the winter months of 2013-2014. 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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 85 – 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1482 OPWC Project Fund, General Fund, Solid Waste Department Fund, 1406 Wastewater Treatment Plant Capital Improvement Fund, 2105 Stormwater Utility Fund, Indigent Alcohol Driver Fund, 1206 Municipal Motor Vehicle License Plate Fund, EMS Capital Fund and the Summer Concert 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 1482 OPWC Project Fund, for the year ending December 31, 2013 the following:

\$1,598,627.64 to an account entitled "Levee Infrastructure Improvement Project" 1482.610.2515

Section 2:

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

\$282,110.76 to an account entitled "Levee Infrastructure Improvement Project" 1100.405.2393

\$ 84,272.25 to an account entitled "Police Central Dispatch (2012)" 1100.305.2375

\$ 16,591.61 to an account entitled "Police Central Dispatch (2013)" 1100.305.2375

\$ 37,621.25 to an account entitled "Fire Central Dispatch (2012)" 1100.325.2375

\$ 3,731.65 to an account entitled "Fire Central Dispatch (2013)" 1100.325.2375

\$ 50,000.00 to an account entitled "Income Tax Refunds" 1100.210.2720

Section 3:

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

\$117,589.79 to an account entitled "Street Dept. – Salary" 1201.435.2110

\$ 56,000.00 to an account entitled "Street Dept. Unemployment Comp" 1201.435.2290

\$ 7,000.00 to an account entitled "Street Dept. - PERS" 1201.435.2230

Section 4:

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

\$7,400.00 to an account entitled "Supplies & Materials" 1202.435.2410

Section 5:

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

\$20,000.00 to an account entitled "Misc. Exp General Fund Arbitrator Exp" 1100.905.239A

Section 6:

There be and hereby is appropriated from the unappropriated balance of the 1406 Wastewater Treatment Plant Capital Improvement Fund, for the year ending December 31, 2013 the following:

\$45,392.91 to an account entitled "Supplies/Materials/Postage" 1406.610.2410

Section 7:

There be and hereby is appropriated from the unappropriated balance of the 2105 Stormwater Utility Fund, for the year ending December 31, 2013 the following:

\$40,350.00 to an account entitled "Storm Sewer Repairs" 2105.425.2510

\$20,000.00 to an account entitled "Services/Contracts" 2105.435.2392

Section 8:

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

\$22,000.00 to an account entitled "Services/Contracts" 1225.125.2392

Section 9:

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, 2013 the following:

\$22,656.00 to an account entitled "Supplies/Materials/Postage" 1206.435.2410

\$ 602.50 to an account entitled "Services/Contracts" 1206.435.2392

Section 10:

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

\$20,000.00 to an account entitled "Fire Dept. Equipment" 1401.325.2531

Section 11:

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

\$2,000.00 to an account entitled "Summer Concert Series" 1212.505.2392

Section 12:

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 13:

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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 86 - 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:	Real Property Tax	1100.905.2391	\$3,000.00
TO	Council Services/Contracts	1100.105.2392	\$3,000.00

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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 87 - 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending Ordinance No. 143 - 1976 by repealing Section 13 - "ALLOCATION OF FUNDS - INCOME TAX" and enacting a new Section 13 "ALLOCATION OF FUNDS - INCOME TAX" and repealing Ordinance No. 148 - 2012, 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. 148 - 2012 be and is hereby repealed.

Section 2:

That there be and hereby is enacted a new Section 13 "ALLOCATION OF FUNDS - INCOME TAX" of Ordinance No. 143 - 1976. Said new Section 13 shall read as follows:

Section 13 - ALLOCATION OF FUNDS

(A) Effective July 1, 2013 the funds collected under the provision of this ordinance shall be disbursed as follows:

- (1) Ninety-Nine and Three Quarters percent (99.75%) percent shall be deposited in the General Fund and One-Quarter percent (.25%) percent shall be deposited in said "Income Tax Capital Improvements" Fund and shall be used for capital improvements to defray operating expenses of the City including such part thereof as shall be necessary to defray all costs of administering and enforcing the provisions thereof.
- (2) Capital Improvements are all property, assets, machinery, equipment or improvements which the City is authorized by law to acquire, construct and maintain, including plans and studies thereof with an estimated life or usefulness of five (5) years or more, including land and interests therein, and including reconstructions, enlargements and extension thereof having an estimated life or usefulness of five (5) years or more provided, however, that the purchase of motorized equipment for the various city departments and the resurfacing and resealing of public streets, including "Chip and Seal" method, shall be deemed Capital Improvement without regard to estimated life or usefulness.

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 public peace, welfare and safety and the emergency being the necessity of providing funds for the operation of necessary governmental functions imposed by law, including the proper police and fire protection, but not limited thereto, for, without said funds, said governmental functions would have to be curtailed to such an extent that the public safety and welfare would be greatly jeopardized. And 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: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 88 – 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement 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 Capital Improvement Fund, for the year ending December 31, 2013 the following:

\$19,054.03 to an account entitled "Lease Purchase Police Cruisers" 1401.305.2530
\$15,918.03 to an account entitled "Lease Purchase Police Cruisers" 1401.305.2530
\$10,953.17 to an account entitled "Lease Purchase Police Cruisers" 1401.305.2530

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

DATE: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 89 - 2013

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor on behalf of Massillon City Council to enter into the Real Property Agreement between the City of Massillon and Fresh Mark, Inc., for the purpose of accepting a grant to be used solely and exclusively towards the renovation of Genshaft Park and forever prohibiting the City of Massillon from transferring, selling, or otherwise cease using Genshaft Park for the purposes specified in the attached agreement, 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 the Real Property Agreement between the City of Massillon and Fresh Mark, Inc., for the purpose of accepting a grant to be used solely and exclusively towards the renovation of Genshaft Park.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to enter into the Real Property Agreement between the City of Massillon and Fresh Mark, Inc., for the purpose of accepting a grant to be used solely and exclusively towards the renovation of Genshaft Park. Fresh Mark, Inc., desires to donate in the amount of One Million One Hundred Twenty-Two Thousand Six Hundred Dollars (\$1,122,600.00) a grant to be used solely and exclusively towards the renovation of Genshaft Park. Said funds shall be deposited into a specially designated account just for the purpose of the renovation of Genshaft Park.

(SEE ATTACHED AGREEMENT HERETO)

Section 3:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2013

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

REAL PROPERTY AGREEMENT

This Real Property Agreement ("Agreement"), effective the date of full execution hereof, is entered into by and between the City of Massillon, Stark County, Ohio ("City") and Fresh Mark, Inc., an Ohio corporation ("Fresh Mark" fka Superior's Brand Meats, Inc.).

WHEREAS, City, by and through a Quit Claim Deed recorded with the Stark County Recorder on January 25, 1982 at Volume 4, Page 456, owns real property presently known as Arthur Genshaft Memorial Park ("Genshaft Park"); and,

WHEREAS, City and Fresh Mark mutually desire, for the benefit of the public, to expeditiously effectuate the renovation of Genshaft Park and to assure its maintenance and preservation in perpetuity as a public outdoor recreation facility; and,

WHEREAS, Fresh Mark, toward that end and via this Agreement, is willing, for the benefit of the public, to donate \$1,122,600.00 to City to be used solely and exclusively for the renovation of Genshaft Park as described at paragraph no. 3 hereinbelow; and,

WHEREAS, City and Fresh Mark, intending to be legally bound hereby, in consideration of the mutual promises and covenants contained herein, of the monetary inducements set forth herein and of the other matters referred to herein, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows;

1. City shall, immediately upon its receipt from Fresh Mark

of the amount of \$1,122,600.00, temporarily transfer Genshaft Park, subject to the "re-transfer" provisions of paragraph no. 6 hereinbelow, to Fresh Mark via a quit-claim deed.

2. Said \$1,122,600.00 shall immediately be deposited into a specially designated and segregated City account and shall, for the benefit of the public, thereafter be used solely and exclusively for the aforesaid purpose of the renovation of Genshaft Park as described at paragraph no. 3 hereinbelow.

3. Said renovation shall be made in substantial compliance with the attached Exhibits A, B and C, the total cost for which renovation shall not, unless otherwise expressly agreed to in writing by both City and Fresh Mark, exceed the amount (\$1,122,600.00) set forth in the attached Exhibit C; and, but for an event(s) neither anticipated nor controlled by either City or Fresh Mark, said renovation shall, for the benefit of the public, be fully completed on or before January 1, 2014.

4. In the event City is unable or unwilling to comply with the provisions of paragraph no. 3 hereinabove, this Agreement shall, at Fresh Mark's sole option, be deemed null and void; and, immediately upon City's receipt of written notice from Fresh Mark, Fresh Mark's aforesaid \$1,122,600.00 donation hereunder shall be returned to it.

5. For the benefit of the public and in order to effectuate the intended purpose of this Agreement, following completion of

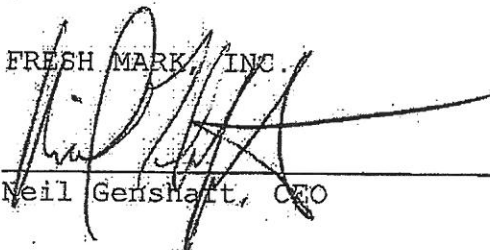
the renovation referred to in paragraph no. 3 hereinabove, City shall, in a commercially reasonable manner, thereafter forever maintain Genshaft Park in substantially its immediately post-renovation condition.

6. Following the transfer referred to in paragraph no. 1 hereinabove and no later than one business day thereafter, Fresh Mark shall, for the benefit of the public, thereafter donate and transfer Genshaft Park to City via a quit-claim deed, which instrument shall include Fresh Mark's reservation of certain presently existing water rights therein and a deed restriction, with a right of reversion to Fresh Mark or its successor or its assignee, providing for City's perpetual preservation and maintenance of Genshaft Park as a public outdoor recreation facility.

7. Should City, at its sole discretion, deem it necessary or appropriate for any legal and/or practical purpose, to the extent consistent with applicable law, the real property transfers referred to at paragraphs nos. 1 and 6 hereinabove may be effectuated through either the Massillon Development Foundation, Inc. or the Community Improvement Corporation of Massillon (respectively, "Foundation" and "CIC"; both of which are O.R.C. Chapter 1724 non-profit community improvement corporations), the account referred to at paragraph no. 2 hereinabove may be established and maintained by either the Foundation or the CIC, the

renovations referred to at paragraph no. 3 hereinabove may be contracted for and effectuated by either the Foundation or the CIC and the in-kind donation referred to at paragraph no. 6 hereinabove (which shall be deemed to be in the amount of \$1,122,600.00) may be made by Fresh Mark to and through either the Foundation or the CIC.

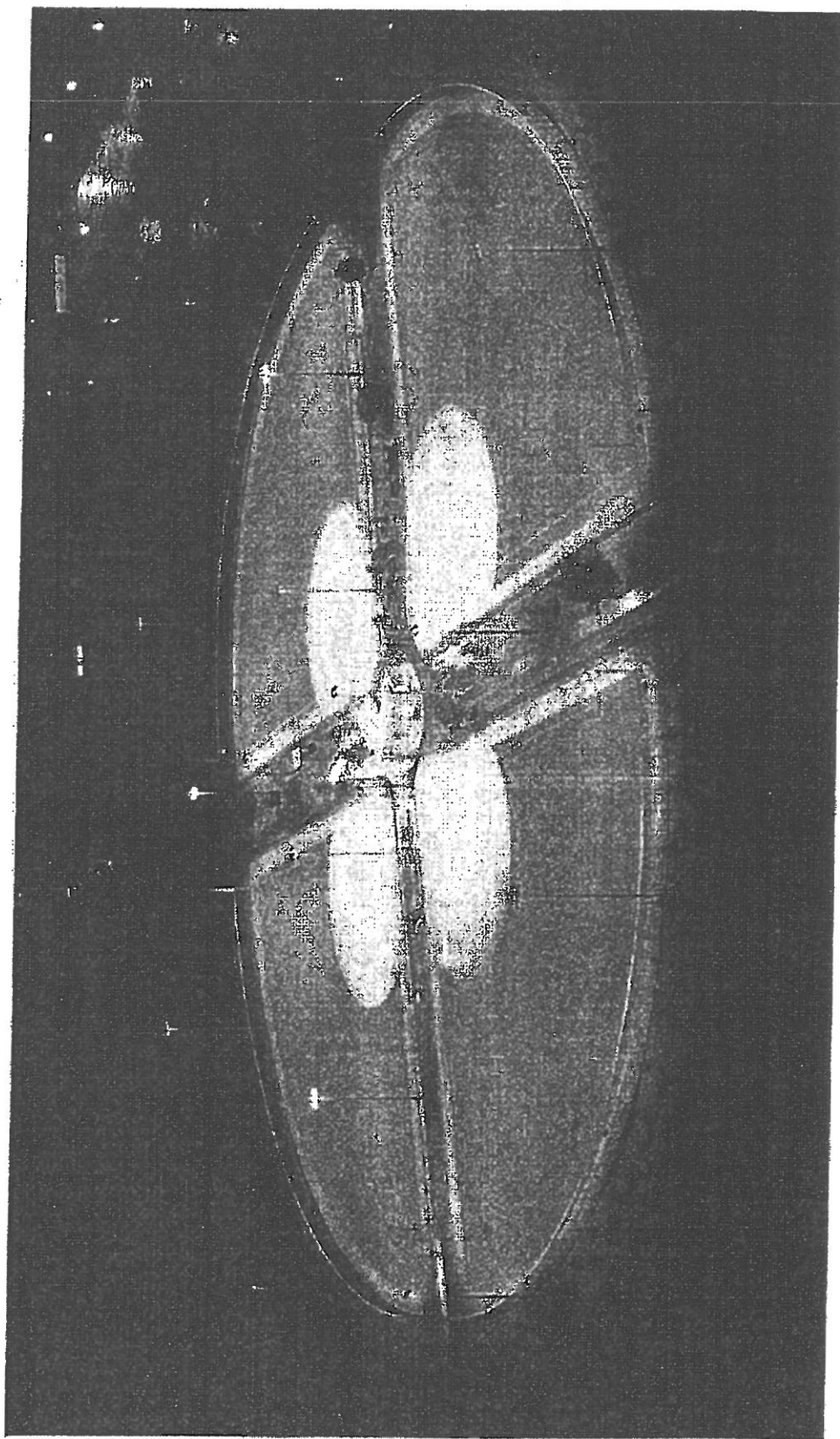
IN WITNESS WHEREOF, the parties hereto, by and through their authorized representatives/agents, have hereunder affixed their signatures on the dates indicated hereinbelow.

FRESH MARK, INC.
By:  _____
Neil Genshaft, CEO Date 8-2-13

CITY OF MASSILLON

By: _____
Kathy Catazaro-Perry, Mayor Date

Exhibit A



SITE PLAN

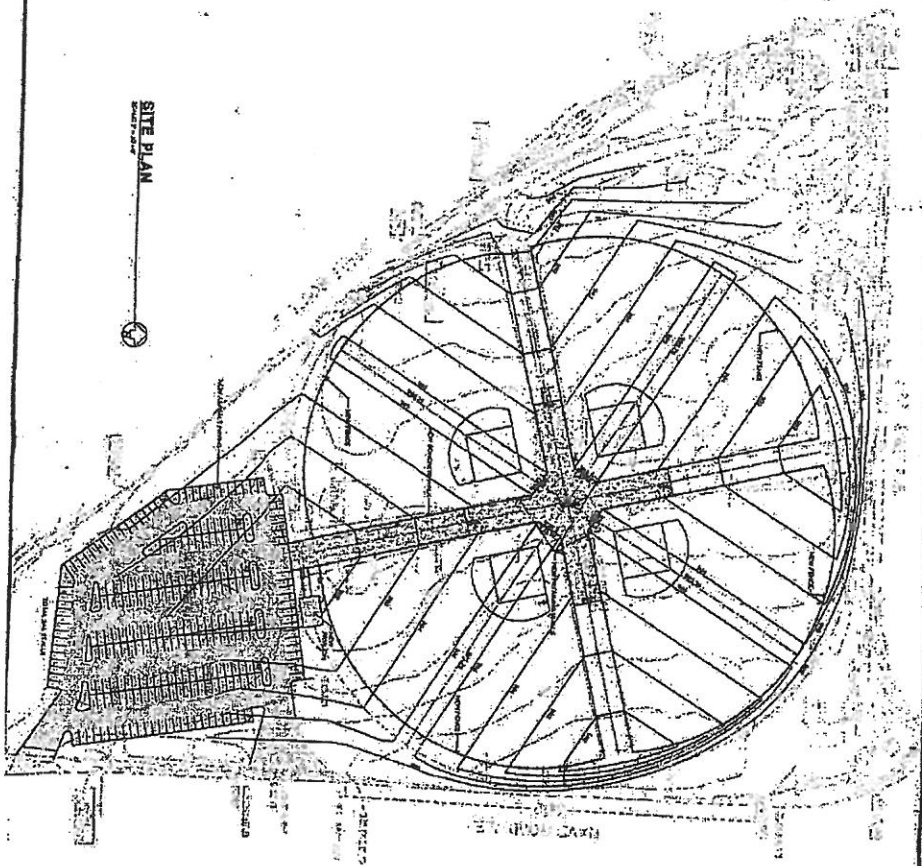


Exhibit B

NOTTER MEADOWS
ARCHITECTS

600 MARKET AVENUE NORTH CANTON OHIO 44702

ARTHUR GENSHAFT MEMORIAL PARK IMPROVEMENTS
MASSILLON, OHIO

Sheet
A1

Scale
1" = 40'

North Arrow



The Joseph A. Jeffries Company Inc.

Exhibit C

"Your Outdoor Construction Specialists"

5211 Louisville Street NE

Louisville, Ohio 44641

(330) 454-6103 Fax (330) 454-6140

E-mail: proposal@josephajeffries.com

Submitted to:

Description of Job:

Bill Yeager
Corporate Director of Engineering
Freshmark, Inc.
1888 Southway Street SE
Massillon, OH 44646

Genshaft Fields
Renovation of Existing Softball Fields
July 26, 2013

We propose to furnish necessary labor, material, equipment, supervision and architectural design to perform the following renovations to the existing Arthur Genshaft Memorial Park softball fields.

- Site demolition to include the removal of the existing light poles and fixtures, fencing, backstops and foul poles.
- Removal of existing outfield topsoil and infield mix, stockpile on site for reuse.
- Excavation and grading of the four fields required to balance the site and create proper elevations
- Modify existing catch basins
- Install irrigation systems for the four infields
- Install concrete retaining walls as required to allow for the graded infields
- Trench and install conduits and wires for the new light poles
- Excavate, form and pour new light pole foundations
- Install sixteen (16) new light towers and fixtures as supplied by Qualite Lighting Systems. The lighting system will provide for tournament quality lighting.
- Construct new concrete walkway between the fields
- Install topsoil and infield mix over the areas of the four fields
- Install seeding over the outfield areas
- Install new fencing with polycap trim, backstops and foul poles

The Joseph A. Jeffries Company Inc.

"Your Outdoor Construction Specialists"

5211 Louisville Street NE
Louisville, Ohio 44641
(330) 454-6103 Fax (330) 454-6140
E-mail: proposal@josephajeffries.com

- Grade and modify the existing parking lot and lot entrances. Place new stone base over an area of approximately 55,000 SF (50% of existing parking area)
- Place asphalt over the new stone base
- Construct a 24' x 36' pavilion over a new concrete slab. The new pavilion will be located adjacent to the parking lot

Our lump sum price for this work is \$1,122,600.00 (One Million One Hundred Twenty Two Thousand Six Hundred Dollars).

All work is to be completed in a workmanlike manner. Any alteration or deviation from the above specification will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature _____

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is to be made upon receipt of invoice.

Signature _____ Date _____

DATE: AUGUST 5, 2013

CLERK: MARY BETH BAILEY

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 13 - 2013

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION for the proposed budget for the fiscal year 2014.

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

Section 1:

(SEE ATTACHED PROPOSED BUDGET)

PASSED THIS _____ DAY OF _____, 2013

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

TONY M. TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

CITY OF MASSILLON
2014 TAX BUDGET

ACCT #	ACCOUNT	AMOUNT	DEPT. TOTAL	FUND TOTAL
COUNCIL				
1100.105.2110	COUNCIL SALARY	\$83,708.10		
1100.105.2111	COUNCIL CLERK SALARY	\$38,548.00		
1100.105.2210	HEALTH/LIFE	\$4,578.00		
1100.105.2230	P.E.R.S.	\$17,116.00		
1100.105.2231	CITY SHARE MEDICARE	\$1,773.00		
1100.105.2389	TRAVEL, SEMINAR, SCHOOL	\$500.00		
1100.105.2392	SERVICES/CONTRACTS	\$16,482.00		
1100.105.2410	SUPPLIES/MATERIALS/POSTAGE	\$2,000.00		
	TOTAL COUNCIL		164,705.10	
MAYOR				
1100.110.2110	MAYOR SALARY	\$71,230.00		
1100.110.2111	MAYOR ADMIN ASST SALARY	\$38,548.00		
1100.110.2210	HEALTH/LIFE	\$15,291.00		
1100.110.2230	P.E.R.S.	\$15,400.00		
1100.110.2231	CITY SHARE MEDICARE	\$1,600.00		
1100.110.2389	TRAVEL, SEMINAR, SCHOOL	\$0.00		
1100.110.2392	SERVICES/CONTRACTS	\$35,000.00		
1100.110.2410	SUPPLIES/MATERIALS/POSTAGE	\$1,500.00		
	TOTAL MAYOR		178,569.00	
LAW DIRECTOR				
1100.115.2110	LAW DIRECTOR SALARY	\$50,650.00		
1100.115.2111	LAW DIRECTOR CLERKS SALARY	\$350,000.00		
1100.115.2210	HEALTH/LIFE	\$84,030.00		
1100.115.2230	P.E.R.S.	\$56,100.00		
1100.115.2231	CITY SHARE MEDICARE	\$5,825.00		
1100.115.2317	BOND	\$100.00		
1100.115.2389	TRAVEL, SEMINAR, SCHOOLING	\$500.00		
1100.115.2392	SERVICES/CONTRACTS	\$10,000.00		
1100.115.2410	SUPPLIES/MATERIALS/POSTAGE	\$7,000.00		
	TOTAL LAW DIRECTOR		564,205.00	
DOMESTIC VIOLENCE GRANT WFA28225				
1100.116.2111	SALARY	\$55,244.80		
1100.116.2210	HEALTH	\$4,578.00		
1100.116.2230	P.E.R.S.	\$7,735.00		
1100.116.2231	MEDICARE	\$802.00		
1100.116.2270	WORKERS COMPENSATION	\$575.00		
1100.116.2389	TRAVEL, SEMINAR, SCHOOLING	\$125.00		
1100.116.2410	SUPPLIES/MATERIALS/POSTAGE	\$525.00		
	TOTAL DOMESTIC VIOLENCE GRANT		69,584.80	
MUNI COURT				
1100.125.2110	JUDGES SALARY	\$75,000.00		
1100.125.2111	MUNI COURT STAFF SALARY	\$323,000.00		
1100.125.2112	SUBJUDGE SALARY	\$10,000.00		
1100.125.2210	HEALTH/LIFE	\$147,930.00		
1100.125.2230	P.E.R.S.	\$57,120.00		
1100.125.2231	CITY SHARE MEDICARE	\$5,916.00		
1100.125.2389	TRAVEL, SEMINAR, SCHOOLING	\$10,000.00		
1100.125.2392	SERVICES/CONTRACTS	\$60,000.00		
1100.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$35,000.00		
	TOTAL MUNI COURT		723,966.00	

CLERK OF COURT			
1100.130.2110	CLERK OF COURT SALARY	\$58,200.00	
1100.130.2111	DEPUTY CLERKS SALARY	\$791,500.00	
1100.130.2150	ACCUMULATED SICK LEAVE	\$0.00	
1100.130.2210	HEALTH/LIFE	\$192,820.00	
1100.130.2230	P.E.R.S.	\$118,958.00	
1100.130.2231	CITY SHARE MEDICARE	\$12,321.00	
1100.130.2290	UNEMPLOYMENT	\$0.00	
1100.130.2317	BOND	\$275.00	
1100.130.2340	UTILITIES	\$0.00	
1100.130.2389	TRAVEL, SEMINAR, SCHOOLING	\$5,000.00	
1100.130.2392	SERVICES/CONTRACTS	\$25,000.00	
1100.130.2396	DRAWER CHANGE ACCT	\$500.00	
1100.130.2410	SUPPLIES/MATERIALS/POSTAGE	\$80,000.00	
	TOTAL CLERK OF COURT		1,284,574.00
BAILIFF			
1100.135.2111	BAILIFF SALARY	\$343,000.00	
1100.135.2210	HEALTH/LIFE	\$88,413.00	
1100.135.2230	P.E.R.S.	\$48,020.00	
1100.135.2231	CITY SHARE MEDICARE	\$4,974.00	
1100.135.2317	BOND	\$1,000.00	
1100.135.2389	TRAVEL, SEMINAR, SCHOOLING	\$500.00	
1100.135.2392	SERVICES/CONTRACTS	\$5,000.00	
1100.135.2410	SUPPLIES/MATERIALS/POSTAGE	\$5,000.00	
1100.135.2430	GAS & OIL	\$6,000.00	
	TOTAL BAILIFF		501,907.00
PLANNING COMMISSION			
1100.140.2111	PLANNING STENO SALARY	\$671.00	
1100.140.2230	P.E.R.S.	\$94.00	
1100.140.2231	CITY SHARE MEDICARE	\$10.00	
1100.140.2410	SUPPLIES/MATERIALS/POSTAGE	\$60.00	
1100.140.2720	REFUNDS		
	TOTAL PLANNING COMMISSION		835.00
CIVIL SERVICE			
1100.150.2110	CIVIL SERVICE COMM SALARY	\$9,530.00	
1100.150.2111	STENO SALARY	\$0.00	
1100.150.2210	HEALTH/LIFE	\$0.00	
1100.150.2230	P.E.R.S.	\$1,335.00	
1100.150.2231	CITY SHARE MEDICARE	\$140.00	
1100.150.2389	TRAVEL, SEMINAR, SCHOOLING	\$150.00	
1100.150.2392	SERVICES/CONTRACTS	\$20,000.00	
1100.150.2410	SUPPLIES/MATERIALS/POSTAGE	\$1,000.00	
	TOTAL CIVIL SERVICE		32,155.00
EMPLOYEES BENEFITS DEPARTMENT			
1100.155.2110	SALARY BENEFITS CLERK		
1100.155.2230	P.E.R.S.	\$0.00	
1100.155.2231	CITY SHARE MEDICARE	\$0.00	
1100.155.2389	TRAVEL SEMINAR SCHOOL	\$0.00	
1100.155.2392	SERVICES/CONTRACTS	\$0.00	
100.155.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00	
	TOTAL EMPLOYEES BENEFITS		0.00
SERVICE DEPARTMENT			
1100.160.2110	DIRECTOR SALARY	\$68,932.00	
1100.160.2111	CLERK SALARY	\$38,548.00	
1100.160.2210	HEALTH/LIFE	\$15,291.00	
1100.160.2230	P.E.R.S.	\$15,048.00	
1100.160.2231	CITY SHARE MEDICARE	\$1,559.00	
1100.160.2383	PETTY CASH	\$0.00	
1100.160.2389	TRAVEL, SEMINAR, SCHOOLING	\$250.00	
1100.160.2392	SERVICES/CONTRACTS	\$1,750.00	
1100.160.2410	SUPPLIES/MATERIALS/POSTAGE	\$1,500.00	
1100.160.2430	GAS & OIL	\$1,650.00	
	TOTAL SERVICE		144,528.00

HUMAN SERVICES			
1100.175.2112	EEO/MBE DIRECTOR	\$0.00	
1100.175.2210	HEALTH/LIFE	\$0.00	
1100.175.2230	P.E.R.S.	\$0.00	
1100.175.2231	CITY SHARE MEDICARE	\$0.00	
1100.175.2392	SERVICES/CONTRACTS	\$0.00	
1100.175.2389	TRAVEL, SEMINAR, SCHOOLING	\$0.00	
1100.175.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00	
TOTAL HUMAN SERVICES			0.00
AUDITOR			
1100.205.2110	AUDITOR'S SALARY	\$58,564.15	
1100.205.2111	DEPUTY AUDITOR'S SALARY	\$200,612.08	
1100.205.2210	HEALTH/LIFE	\$82,353.00	
1100.205.2230	P.E.R.S.	\$36,285.00	
1100.205.2231	CITY SHARE MEDICARE	\$3,760.00	
1100.205.2317	BOND	\$175.00	
1100.205.2389	TRAVEL, SEMINAR, SCHOOLING	\$1,000.00	
1100.205.2392	SERVICES/CONTRACTS	\$30,000.00	
1100.205.2410	SUPPLIES/MATERIALS/POSTAGE	\$21,650.00	
TOTAL AUDITOR			434,399.23
INCOME TAX			
1110.210.2111	INCOME TAX SALARY	\$145,050.00	
1100.210.2210	HEALTH/LIFE	\$44,169.00	
1100.210.2230	P.E.R.S.	\$20,307.00	
1100.210.2231	CITY SHARE MEDICARE	\$2,104.00	
1100.210.2290	UNEMPLOYMENT	\$0.00	
1100.210.2383	PETTY CASH	\$0.00	
1100.210.2389	TRAVEL, SEMINAR, SCHOOLING	\$0.00	
1100.210.2391	WEB PAGE	\$10,000.00	
1100.210.2392	SERVICES/CONTRACTS	\$45,000.00	
1100.210.2410	SUPPLIES/MATERIALS/POSTAGE	\$10,000.00	
1100.210.2430	GAS & OIL	\$200.00	
1100.210.2720	REFUNDS	\$200,000.00	
1100.210.2721	SD REFUNDS	\$70,000.00	
TOTAL INCOME TAX			546,830.00
TREASURER			
1100.215.2110	TREASURER SALARY	\$14,246.00	
1100.215.2111	TEMPORARY HELP	\$0.00	
1100.215.2210	HEALTH/LIFE	\$14,902.00	
1100.215.2230	P.E.R.S.	\$1,995.00	
1100.215.2231	CITY SHARE MEDICARE	\$207.00	
1100.215.2317	BOND	\$350.00	
1100.215.2389	TRAVEL, SEMINAR, SCHOOLING	\$1,000.00	
1100.215.2392	SERVICES/CONTRACTS	\$2,000.00	
1100.215.2410	SUPPLIES/MATERIALS/POSTAGE	\$2,000.00	
TOTAL TREASURER			36,700.00
POLICE			
1100.305.2110	POLICE	\$2,403,704.00	
1100.305.2111	STENO STAFF	\$77,650.00	
1100.305.2114	ANIMAL CONTROL	\$0.00	
1100.305.2118	POLICE COMP PAID	\$200,000.00	
1100.305.2119	POLICE OVERTIME PAID	\$275,000.00	
1100.305.2210	HEALTH/LIFE	\$545,725.00	
1100.305.2230	P.E.R.S.	\$10,872.00	
1100.305.2231	CITY SHARE MEDICARE	\$42,868.00	
1100.305.2260	POLICE ACCRUED LIABILITY	\$52,000.00	
1100.305.2280	POLICE UNIFORM ALLOWANCE	\$55,000.00	
1100.305.2290	UNEMPLOYMENT	\$0.00	
1100.305.2375	CENTRAL DISPATCH - POLICE	\$311,428.00	
1100.305.2389	TRAVEL, SEMINAR, SCHOOLING	\$20,000.00	
1100.305.2392	SERVICES/CONTRACTS	\$50,000.00	
1100.305.2410	SUPPLIES/MATERIALS/POSTAGE	\$20,000.00	
1100.305.2430	GAS & OIL	\$135,000.00	
1100.305.2530	SAFETY EQUIPMENT	\$7,500.00	
1100.305.2590	LEASES	\$0.00	
1100.305.2710	DISABILITY & PENSION TRANSFER	\$425,000.00	
TOTAL POLICE			4,631,747.00

SPECIAL INVESTIGATION			
1100.315.2387	FURTHERANCE OF JUSTICE	\$7,000.00	
1100.315.2410	SUPPLIES/MATERIALS/POSTAGE	\$2,500.00	
	TOTAL SPECIAL INVESTIGATIONS:		
	TOTAL POLICE DEPARTMENT		9,500.00
FIRE DEPARTMENT			
1100.325.2110	FIRE DEPARTMENT SALARY	\$3,078,382.00	
1100.325.2118	FIRE COMP PAID	\$200,000.00	
1100.325.2119	FIRE OVERTIME PAID	\$100,000.00	
1100.325.2210	HEALTH/LIFE	\$618,925.00	
1100.325.2231	CITY SHARE MEDICARE	\$48,987.00	
1100.325.2260	ACCRUED LIABILITY	\$42,000.00	
1100.325.2280	UNIFORM ALLOWANCE	\$45,000.00	
1100.325.2375	CENTRAL DISPATCH - FIRE SHARE	\$195,786.00	
1100.325.2373	PETTY CASH	\$0.00	
1100.325.2389	TRAVEL, SEMINAR, SCHOOLING	\$25,000.00	
1100.325.2391	FUNERAL EXPENSE	\$0.00	
1100.325.2392	SERVICES/CONTRACTS	\$80,000.00	
1100.325.2410	SUPPLIES/MATERIALS/POSTAGE	\$95,000.00	
1100.325.2430	GAS & OIL	\$40,000.00	
1100.325.2530	SAFETY EQUIPMENT	\$15,000.00	
1100.325.2710	DISABILITY & PENSION TRANSFER	\$662,066.00	
	TOTAL FIRE DEPARTMENT		5,246,146.00
ENGINEERING DEPARTMENT			
1100.405.2110	ENGINEERING DEPT SALARY	\$40,018.00	
1100.405.2118	ENGINEER COMP PAID	\$0.00	
1100.405.2119	ENGINEER OVERTIME PAID	\$0.00	
1100.405.2210	HEALTH/LIFE	\$14,902.00	
1100.405.2230	P.E.R.S.	\$5,603.00	
1100.405.2231	CITY SHARE MEDICARE	\$581.00	
1100.405.2389	TRAVEL, SEMINAR, SCHOOLING	\$1,000.00	
1100.405.2392	SERVICES/CONTRACTS	\$15,000.00	
1100.405.2410	SUPPLIES/MATERIALS/POSTAGE	\$4,500.00	
1100.405.2430	GAS & OIL	\$2,000.00	
	TOTAL ENGINEERING DEPT		83,604.00
CITY HALL			
1100.410.2110	JANITORS SALARY	\$56,525.00	
1100.410.2210	HEALTH/LIFE	\$14,902.00	
1100.410.2230	P.E.R.S.	\$7,914.00	
1100.410.2231	CITY SHARE MEDICARE	\$820.00	
1100.410.2333	ENERGY SAVINGS LEASE	\$40,000.00	
1100.410.2340	UTILITIES	\$528,000.00	
1100.410.2392	SERVICES/CONTRACTS	\$30,000.00	
1100.410.2410	SUPPLIES/MATERIALS/POSTAGE	\$15,000.00	
	TOTAL CITY HALL		693,161.00
BUILDING DEPARTMENT			
1100.415.2110	BUILDING SALARY	\$157,278.00	
1100.415.2210	HEALTH/LIFE	\$24,252.00	
1100.415.2230	P.E.R.S.	\$22,019.00	
1100.415.2231	CITY SHARE MEDICARE	\$2,281.00	
1100.415.2389	TRAVEL/SEMINAR/SCHOOLING	\$3,000.00	
1100.415.2392	SERVICES/CONTRACTS	\$15,000.00	
1100.415.2410	SUPPLIES/MATERIALS/POSTAGE	\$5,000.00	
1100.415.2420	3% ASSESSMENT TAX	\$5,000.00	
1100.415.2430	GAS & OIL	\$4,000.00	
1100.415.2720	REFUNDS	\$0.00	
	TOTAL BUILDING		237,830.00
STREET REPAIR			
1100.435.2110	STREET DEPT SALARY	\$75,000.00	
1100.435.2119	STREET O.T. PAID	\$0.00	
1100.435.2210	HEALTH/LIFE	\$35,000.00	
1100.435.2230	P.E.R.S.	\$10,500.00	
1100.435.2231	CITY SHARE MEDICARE	\$1,088.00	
1100.435.2281	UNION HEALTH & WELFARE	\$0.00	
1100.435.2340	UTILITIES	\$0.00	
1100.435.2410	SUPPLIES/MATERIALS/POSTAGE	\$50,000.00	
1100.435.2430	GAS & OIL	\$50,000.00	
	TOTAL STREET REPAIR		221,588.00

GARAGE			
1100.440.2110	GARAGE SALARY	\$0.00	
1100.440.2210	HEALTH/LIFE	\$0.00	
1100.440.2230	P.E.R.S.	\$0.00	
1100.440.2231	CITY SHARE MEDICARE	\$0.00	
1100.440.2280	UNIFORM ALLOWANCE	\$0.00	
1100.440.2281	UNION HEALTH & WELFARE	\$0.00	
1100.440.2340	UTILITIES	\$0.00	
1100.440.2389	TRAVEL, SEMINAR, SCHOOLING	\$0.00	
1100.440.2392	SERVICES/CONTRACTS	\$50,000.00	
1100.440.2410	SUPPLIES/MATERIALS/POSTAGE	\$150,000.00	
1100.440.2430	GAS & OIL	\$5,000.00	
TOTAL GARAGE DEPARTMENT			205,000.00
HEALTH DEPARTMENT			
1100.705.2110	HEALTH DEPT SALARY	\$240,500.00	
1100.705.2210	HEALTH/LIFE	\$68,545.00	
1100.705.2230	P.E.R.S.	\$33,670.00	
1100.705.2231	CITY SHARE MEDICARE	\$3,488.00	
1100.705.2280	UNIFORM ALLOWANCE	\$200.00	
1100.705.2389	TRAVEL, SEMINAR, SCHOOLING	\$200.00	
1100.705.2392	SERVICES/CONTRACTS	\$1,000.00	
1100.705.2410	SUPPLIES/MATERIALS/POSTAGE	\$500.00	
1100.705.2430	GAS & OIL	\$2,000.00	
TOTAL HEALTH DEPARTMENT			350,103.00
MOSQUITO CONTROL			
1100.725.2392	SERVICES/CONTRACTS	\$500.00	
1100.725.2410	SUPPLIES/MATERIALS/POSTAGE	\$3,000.00	
TOTAL MOSQUITO CONTROL			3,500.00
MISCELLANEOUS			
1100.905.2150	ACCUM SICK LEAVE	\$250,000.00	
1100.905.2270	WORKERS COMPENSATION	\$280,000.00	
1100.905.2312	INSURANCE	\$350,000.00	
1100.905.2381	STARK COUNTY JAIL AGT.	\$70,000.00	
1100.905.2390	REGIONAL PLANNING	\$2,000.00	
1100.905.2391	REAL PROPERTY TAX	\$45,000.00	
1100.905.2392	STREET LIGHTING	\$425,000.00	
1100.905.2393	COUNTY FEES	\$52,000.00	
1100.905.2394	OHIO MUNICIPAL LEAGUE	\$3,530.00	
1100.905.2395	STATE EXAMINATION	\$40,000.00	
1100.905.2396	BANK CHARGES	\$6,000.00	
1100.905.2399	WORKERS COMP DEFENSE	\$15,000.00	
1100.905.239A	ARBITRATOR SERVICES/CONTRACTS	\$25,000.00	
1100.905.239C	PICNIC IN THE PARK	\$0.00	
1100.905.239E	PURCHASING FEE	\$170.00	
1100.905.2712	TRANSFER DEBT RETIREMENT	\$631,193.76	
1100.905.2721	ANNEXATION FEES	\$15,000.00	
1100.905.2752	ADVANCE OUT	\$15,000.00	
TOTAL MISC ACCTS			2,224,893.76
TOTAL GENERAL FUND			18,590,030.89

STREET M & R FUND			
SAFETY			
1201.420.2110	SAFETY DEPT SALARY	\$128,851.00	
1201.420.2210	HEALTH/LIFE	\$48,677.00	
1201.420.2118	SAFETY - COMP PAID	\$0.00	
1201.420.2119	SAFETY - O.T. PAID	\$5,000.00	
1201.420.2230	P.E.R.S.	\$18,740.00	
1201.420.2231	CITY SHARE MEDICARE	\$1,941.00	
1201.420.2270	WORKERS COMP	\$4,000.00	
1201.420.2280	UNIFORM ALLOWANCE	\$1,000.00	
1201.420.2281	UNION HEALTH & WELFARE	\$0.00	
1201.420.2290	UNEMPLOYMENT COMP	\$0.00	
1201.420.2340	UTILITIES	\$35,000.00	
1201.420.2380	STARK CO LABOR MGT COUNCIL	\$0.00	
1201.420.2383	PETTY CASH	\$0.00	
1201.420.2389	TRAVEL/SEMINAR/SCHOOLING	\$0.00	
1201.420.2392	SERVICES/CONTRACTS	\$2,500.00	
1201.420.2410	SUPPLIES/MATERIALS/POSTAGE	\$40,000.00	
1201.420.2430	GAS & OIL	\$5,000.00	
TOTAL SAFETY DEPARTMENT			290,709.00
STREET DEPT			
1201.435.2110	STREET SALARY	\$370,000.00	
1201.435.2118	STREET - COMP PAID	\$0.00	
1201.435.2119	STREET O.T. PAID	\$0.00	
1201.435.2210	HEALTH/LIFE	\$78,250.00	
1201.435.2230	P.E.R.S.	\$51,800.00	
1201.435.2231	CITY SHARE MEDICARE	\$5,365.00	
1201.435.2270	WORKERS COMP	\$19,375.00	
1201.435.2280	UNIFORM ALLOWANCE	\$1,400.00	
1201.435.2290	UNEMPLOYMENT COMP	\$0.00	
1201.435.2340	UTILITIES	\$2,000.00	
1201.435.2389	TRAVEL/SEMINAR/SCHOOLING	\$0.00	
1201.435.2392	SERVICES/CONTRACTS	\$10,000.00	
1201.435.2410	SUPPLIES/MATERIALS/POSTAGE	\$95,000.00	
1201.435.2430	GAS & OIL	\$44,000.00	
TOTAL STREET DEPT		\$677,190.00	677,190.00
TOTAL STREET M & R FUND			967,899.00
STATE HWY M & R			
SAFETY			
1202.420.2110	SAFETY SALARY	\$20,050.00	
1202.420.2230	P.E.R.S.	\$2,807.00	
1202.420.2231	CITY SHARE MEDICARE	\$291.00	
1202.420.2270	WORKERS COMP	\$620.00	
1202.420.2410	SUPPLIES/MATERIALS/POSTAGE	\$25,000.00	
TOTAL SAFETY			48,768.00
STREET DEPT			
1202.435.2410	SUPPLIES/MATERIALS/POSTAGE	\$40,000.00	
TOTAL STREET			40,000.00
TOTAL STATE HWY M & R FUND			88,768.00
COMMUNITY DEVELOPMENT			
1203.845.2110	SALARY	\$184,000.00	
1203.845.2210	HEALTH/LIFE INSURANCE	\$5,550.00	
1203.845.2230	P.E.R.S.	\$25,760.00	
1203.845.2231	CITY'S SHARE MEDICARE	\$2,668.00	
1203.845.2270	WORKERS' COMPENSATION	\$6,917.00	
1203.845.2385	REAL ESTATE TAX FEES	\$550.00	
1203.845.2389	TRAVEL/SEMINAR/SCHOOLING	\$2,000.00	
1203.845.2391	REAL PROPERTY TAXES	\$0.00	
1203.845.2392	SERVICES/CONTRACTS	\$13,000.00	
1203.845.2410	SUPPLIES/MATERIALS/POSTAGE	\$5,600.00	
1203.845.2801	DEMOLITIONS	\$24,877.00	
1203.845.2802	CITY HOUSING PROGRAM	\$175,294.00	
1203.845.2804	YOUTH CENTER	\$0.00	
1203.845.2806	HOUSING REHABILITATION	\$75,000.00	
1203.845.2811	SEC 108	\$131,432.00	
1203.845.2812	TARGET AREA STREET IMPR.	\$108,000.00	
1203.845.2814	FAIR HOUSING	\$5,000.00	
TOTAL COMMUNITY DEV.		765,648.00	765,648.00
TOTAL COMMUNITY DEV. FUND			765,648.00

MASSILLON MUNI COURT CI FUND				
1204.125.2510	NEW EQUIPMENT	\$100,000.00		
1204.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$10,000.00		
	TOTAL MUNI COURT		110,000.00	110,000.00
TOTAL MASSILLON MUNI COURT CI FUND				
SAFETY FORCES IMP FU				
1205.125.2410	SUPPLIES / MATERIALS / POSTAGE	\$4,000.00		
	TOTAL SAFETY FORCES		4,000.00	4,000.00
	TOTAL SAFETY FORCES IMP FU			4,000.00
MUNI MOTOR VEH LICENSE FUND				
MUNI MOTOR VEH LICENSE				
1206.435.2392	CONTRACTED SERVICES	\$40,000.00		
1206.435.2410	SUPPLIES/MATERIALS/POSTAGE	\$100,000.00		
1206.435.2510	STREET REPAIRS	\$100,000.00		
	TOTAL MOTOR VEH LICENSE		240,000.00	240,000.00
	TOTAL MOTOR VEH LICENSE FD			240,000.00
PARKING ENFORCEMENT FUND				
PARKING ENFORCEMENT				
1208.445.2110	SALARY - PARKING ENF.	\$0.00		
1208.445.2230	P.E.R.S.	\$0.00		
1208.445.2231	CITY SHARE MEDICARE	\$0.00		
1208.445.2270	WORKERS COMP	\$0.00		
1208.445.2280	UNIFORM ALLOWANCE	\$0.00		
1208.445.2340	UTILITIES	\$0.00		
1208.445.2377	ADMINISTRATIVE FEE	\$0.00		
1208.445.2392	SERV. & CONTRACTS/ADM FEE	\$0.00		
1208.445.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
1208.445.2720	REFUNDS	\$0.00		
	PARKING ENFORCEMENT		0.00	0.00
	PARKING ENFORCEMENT FD			0.00
POLICE PENSION FUND				
1209.305.2240	POLICE PENSION FUND	\$573,746.00		
	TOTAL POLICE PENSION FUND			573,746.00
FIRE PENSION FUND				
1210.325.2250	FIRE PENSION FUND	\$810,812.00		
	TOTAL FIRE PENSION FUND			810,812.00
SUMMER CONCERT FUND				
1212.505.2392	SERVICES/CONTRACTS	\$65,000.00		
1212.505.2410	SUMMER CONCERT SUPPLIES	\$6,000.00		
	TOTAL SUMMER CONCERT		71,000.00	71,000.00
	TOTAL SUMMER CONCERT FUND			71,000.00
SPECIAL FUND				
SPECIAL				
1214.915.2392	SERVICES/CONTRACTS	\$1,000.00		
	TOTAL SPECIAL		1,000.00	1,000.00
	TOTAL SPECIAL FUND			1,000.00
LAW ENFORCEMENT FUND				
1215.305.2410	SUPPLIES/MATERIALS/POSTAGE	\$15,000.00		
	TOTAL LAW ENFORCEMENT		15,000.00	15,000.00
	TOTAL LAW ENFORCEMENT FUND			15,000.00
WIC FUND				
1219.730.2110	W.I.C. SALARY	\$78,500.00		
1219.730.2210	HEALTH/LIFE	\$30,000.00		
1219.730.2230	P.E.R.S.	\$10,990.00		
1219.730.2231	CITY SHARE MEDICARE	\$1,138.25		
1219.730.2270	WORKERS COMP	\$2,500.00		
1219.730.2340	UTILITIES	\$3,000.00		
1219.730.2389	TRAVEL/SEMINAR/SCHOOLING	\$1,000.00		
1219.730.2392	SERVICES/CONTRACTS	\$5,000.00		
1219.730.2410	SUPPLIES/MATERIALS/POSTAGE	\$1,500.00		
	TOTAL WIC		133,628.25	133,628.25
	TOTAL WIC FUND			133,628.25

WASTE RECYCLE FUND				
1222.605.2110	WASTE RECYCLING SALARY	\$0.00		
1222.605.2392	SERVICES/CONTRACTS	\$8,000.00		
	TOTAL WASTE RECYCLING		8,000.00	
	TOTAL WASTE RECYCLING FUND			8,000.00
INDIGENT DRIVER INTERLOCK				
1223.135.2110	SALARY / PART TIME INTERIM	\$8,000.00		
1223.135.2230	P.E.R.S.	\$1,120.00		
1223.135.2231	CITY SHARE MEDICARE	\$116.00		
1223.135.2392	SERVICES/CONTRACTS	\$5,000.00		
1223.135.2510	TOTAL MUNI COURT II / AMF	\$5,000.00		
	TOTAL INDIGENT INTERLOCK		19,236.00	
	TOTAL INDIGENT INTERLOCK FUND			19,236.00
INDIGENT DRIVERS ALCOHOL TR FUND				
1225.125.2392	SERVICES/CONTRACTS	\$100,000.00		
	TOTAL INDIGENT DRIVERS		100,000.00	
	TOTAL INDIGENT DRIVERS AL. TR. FD.			100,000.00
ENFORCEMENT & EDUCATION FUND				
1226.305.2392	SERVICES/CONTRACTS	\$0.00		
1226.305.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
	TOTAL ENFORCEMENT & EDUCA.		0.00	
	TOTAL ENFORCEMENT & EDUCATION FUND			0.00
LAW DEPT. COMMUNITY PARTNERSHIP				
1228.115.2111	SALARY - COMM. PARTNERSHIP	\$0.00		
1228.115.2210	HOSPITALIZATION			
1228.115.2230	PERS	\$0.00		
1228.115.2231	MEDICARE	\$0.00		
1228.115.2389	TRAVEL/SEMINAR/SCHOOLING	\$0.00		
1228.115.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
1228.115.2530	EQUIPMENT	\$0.00		
	TOTAL COMM. PARTNERSHIP		0.00	
	TOTAL COMM. PARTNERSHIP FUND			0.00
HOME FUND				
1229.845.2814	HOME HOUSING REHABILITATION	\$99,500.00		
	TOTAL HOME		99,500.00	
	TOTAL HOME FUND			99,500.00
CLERK OF COURTS COMPUTER FUND				
1232.130.2111	SALARY - CLERK OF CTS	\$61,800.00		
1232.130.2210	HEALTH/LIFE	\$14,685.00		
1232.130.2230	P.E.R.S.	\$8,652.00		
1232.130.2231	CITY SHARE MEDICARE	\$897.00		
1232.130.2270	WORKERS COMP	\$700.00		
1232.130.2389	TRAVEL/SEMINAR/SCHOOLING	\$3,000.00		
1232.130.2392	SERVICES/CONTRACTS	\$10,000.00		
1232.130.2420	SUPPLIES/MATERIALS/POSTAGE	\$10,000.00		
1232.130.2510	EQUIPMENT	\$8,000.00		
	TOTAL CLERK OF COURTS		117,734.00	
	TOTAL CLERK OF COURTS COMPUTER FUND			117,734.00
MUNICIPAL COURT COMPUTER FUND				
1233.125.2392	SERVICES/CONTRACTS	\$25,000.00		
1233.125.2410	SUPPLIES	\$10,000.00		
1233.125.2510	NEW EQUIPMENT	\$40,000.00		
	TOTAL MUNI COURT		75,000.00	
	TOTAL MUNICIPAL COURT COMPUTER FUND			75,000.00

PARK AND REC FUND				
PARK AND REC DEPT				
1234.505.2111	SALARY - PARK	\$150,000.00		
1234.505.2112	SALARY - RECREATION	\$700,000.00		
1234.505.2113	SALARY - SENIOR CENTER	\$60,000.00		
1234.505.2118	SALARY COMP PAID	\$0.00		
1234.505.2119	SALARY OVERTIME PAID	\$0.00		
1234.505.2210	HEALTH/LIFE	\$102,330.00		
1234.505.2230	P.E.R.S.	\$127,400.00		
1234.505.2231	CITY SHARE MEDICARE	\$13,195.00		
1234.505.2270	WORKERS COMP	\$25,000.00		
1234.505.2280	UNIFORM ALLOWANCE	\$500.00		
1234.505.2281	UNION HEALTH & WELFARE	\$0.00		
1234.505.2290	UNEMPLOYMENT COMP	\$10,000.00		
1234.505.2311	INSURANCE	\$36,000.00		
1234.505.2340	UTILITIES	\$90,000.00		
1234.505.2341	UTILITIES REC CENTER	\$190,000.00		
1234.505.2377	ADMINISTRATIVE FEE	\$0.00		
1234.505.2378	CONCERT EXPENSES	\$0.00		
1234.505.2389	TRAVEL/SEMINAR/SCHOOLING	\$3,000.00		
1234.505.2391	REAL ESTATE TAXES	\$0.00		
1234.505.2392	SERVICES/CONTRACTS	\$250,000.00		
1234.505.2393	SERV/CONT - REC CENTER	\$1,000.00		
1234.505.2410	SUPPLIES/MATERIALS/POSTAGE	\$150,000.00		
1234.505.2411	GTE SUPPLIES/MATERIAL/POSTAG	\$0.00		
1234.505.2412	SUPPLIES/MAT - REC CENTER	\$0.00		
1234.505.2430	GAS & OIL	\$30,000.00		
1234.505.2710	TRANSFER TO	\$0.00		
1234.505.2720	REFUNDS	\$45,000.00		
1234.505.2721	SD REVENUE SHARING	\$10,000.00		
	TOTAL PARK AND REC FUND		1,993,425.00	
LEGENDS GOLF COURSE				
1234.920.2110	SALARY	\$336,000.00		
1234.920.2210	HEALTH/LIFE	\$44,705.00		
1234.920.2230	PERS	\$47,040.00		
1234.920.2231	CITY SHARE MEDICARE	\$4,872.00		
1234.920.2270	WORKERS COMP	\$10,000.00		
1234.920.2280	UNIFORM ALLOWANCE	\$0.00		
1234.920.2290	UNEMPLOYMENT COMP	\$3,000.00		
1234.920.2311	BUILDING/VEH INSURANCE	\$14,000.00		
1234.920.2340	UTILITIES	\$48,000.00		
1234.920.2377	ADMINISTRATIVE FEE	\$0.00		
1234.920.2389	TRAVEL/SEMINAR/SCHOOLING	\$0.00		
1234.920.2390	SALES TAX	\$20,000.00		
1234.920.2392	SERVICES/CONTRACTS	\$100,000.00		
1234.920.2393	FOOD/BEV. SERVICES CONTRACT	\$75,000.00		
1234.920.2398	BANK CHARGES	\$15,000.00		
1234.920.2410	SUPPLIES/MATERIALS/POSTAGE	\$125,000.00		
1234.920.2411	PRO SHOP SUPPLIES	\$30,000.00		
1234.920.2412	FOOD/BEV. SUPPLIES	\$110,000.00		
1234.920.2430	GAS/OIL	\$30,000.00		
1234.920.2532	CAPITAL EQUIPMENT LEASES	\$95,000.00		
1234.920.2710	TRANSFER TO	\$0.00		
	TOTAL GOLF		1,022,625.00	
	TOTAL PARK & REC FUND			3,016,050.00

COMMUNITY HEALTH SERVICE				
1235.705.2110	SALARY-HEALTH	\$36,300.00		
1235.705.2230	P.E.R.S.	\$5,082.00		
1235.705.2231	MEDICARE	\$527.00		
1235.705.2270	WORKERS COMP	\$1,000.00		
1235.705.2389	TRAVEL/SEMINAR/SCHOOLING	\$2,000.00		
1235.705.2390	BIOTERRORISM SERVICES/CONTRACTS	\$0.00		
1235.705.2392	SERVICES/CONTRACTS	\$80,000.00		
1235.705.2395	RENT-HOSPITAL	\$28,000.00		
1235.705.2410	SUPPLIES/MATERIALS/POSTAGE	\$7,500.00		
1235.705.2411	PUBLIC HEALTH INFRA. SUPPLIES	\$10,000.00		
1235.705.2430	GAS AND OIL	\$1,500.00		
TOTAL HOME HEALTH SERV FD			171,909.00	171,909.00
ECONOMIC DEVELOPMENT				
1237.845.2392	SERVICES/CONTRACTS	\$25,000.00		
TOTAL ECONOMIC DEV FUND			25,000.00	25,000.00
PROBATION SERVICES/CONTRACTS FUND				
1238.125.2110	SALARY-MEDIATOR	\$125,342.00		
1238.125.2210	HEALTH/LIFE	\$0.00		
1238.125.2230	P.E.R.S.	\$17,548.00		
1238.125.2231	CITY SHARE MEDICARE	\$1,818.00		
1238.125.2270	WORKERS COMPENSATION	\$3,500.00		
1238.125.2392	SERVICES/CONTRACTS	\$20,000.00		
1238.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$5,000.00		
TOTAL PROBATION SERVICES			173,208.00	173,208.00
MANDATORY DRUG FINE				
1239.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
TOTAL MANDATORY DRUG FINE			0.00	0.00
VETERANS PARK & DUNCAN PLAZA				
1240.125.2392	SERVICES & CONTRACTS	\$0.00		
1240.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
TOTAL VETERANS PARK			0.00	0.00
ENTERPRISE ZONE FUND				
1241.845.2110	SALARY	\$0.00		
1241.845.2230	P.E.R.S.	\$0.00		
1241.845.2231	MEDICARE	\$0.00		
1241.845.2270	WORKERS COMP	\$0.00		
1241.845.2392	SERVICES/CONTRACTS	\$0.00		
TOTAL ENTERPRISE ZONE FD			0.00	0.00
ADR FUND				
1242.125.2110	SALARY-MEDIATOR	\$48,587.00		
1242.125.2210	HEALTH/LIFE	\$14,902.00		
1242.125.2230	P.E.R.S.	\$6,803.00		
1242.125.2231	CITY SHARE MEDICARE	\$705.00		
1242.125.2270	WORKERS COMP	\$1,000.00		
1242.125.2410	SUPPLIES/MATERIALS/POSTAGE	\$2,000.00		
TOTAL ADR			73,997.00	
TOTAL ADR FUND				73,997.00
LINCOLN CENTER DEBT RETIREMENT FUND				
1303.940.2392	SERVICES/CONTRACTS	\$0.00		
1303.940.2610	PHASE II PRINCIPAL	\$305,000.00		
1303.940.2611	PHASE III PRINCIPAL	\$130,000.00		
1303.940.2620	PHASE II INTEREST	\$12,200.00		
1303.940.2621	PHASE III INTEREST	\$68,818.76		
TOTAL LINCOLN CENTER DEBT RETIREMENT			516,018.76	
TOTAL LINCOLN CENTER DEBT RETIREMENT FUND				516,018.76
SENIOR HOUSING DEBT RETIREMENT FUND				
1304.940.2610	DEBT RETIREMENT PRINCIPAL	\$55,000.00		
1304.940.2620	INTEREST	\$60,175.00		
TOTAL SENIOR HOUSING DEBT RETIREMENT			115,175.00	
TOTAL SENIOR HOUSING DEBT RETIREMENT FD				115,175.00

WWT DEBT RETIREMENT FUND				
1305.940.2611	DEBT RETIREMENT PRIN DESIGN	\$1,770,047.23		
1305.940.2612	DEBT RETIREMENT PRIN FOTHERGILL	\$75,907.30		
1305.940.2613	PRINCIPLE UPGRADE	\$30,305.65		
1305.940.2621	INTEREST - DESIGN	\$243,194.39		
1305.940.2622	INTEREST FOTHERGILL	\$25,308.96		
1305.940.2623	INTEREST -UPGRADE	\$12,508.51		
TOTAL WWT DEBT RETIREMENT			2,157,272.04	
TOTAL WWT DEBT RETIREMENT FUND				2,157,272.04
PARK & REC DEBT RETIREMENT FUND				
1306.505.2610	DEBT RETIREMENT PRINCIPAL	\$410,000.00		
1306.505.2620	INTEREST	\$441,493.76		
TOTAL PARK & REC DEBT RETIREMENT			851,493.76	
LEGENDS DEBT RETIREMENT				
1306.920.2611	DEBT RETIREMENT PRINCIPAL	\$247,886.80		
1306.920.2621	INTEREST	\$276,158.20		
TOTAL LEGENDS DEBT RETIREMENT			524,045.00	
TOTAL PARK & REC DEBT RETIREMENT FUND				1,375,538.76
TIF DEBT RETIREMENT FUND (MARKETPLACE)				
1340.905.2392	SERVICES/CONTRACTS	\$0.00		
1340.905.2610	DEBT RETIREMENT PRINCIPAL	\$95,000.00		
1340.905.2620	INTEREST	\$35,670.00		
TOTAL TIF DEBT RETIREMENT			130,670.00	
TOTAL TIF DEBT RETIREMENT FUND				130,670.00
SEC 108 DEBT RETIREMENT FUND				
1341.845.2610	DEBT RETIREMENT PRINCIPAL	\$90,000.00		
1341.845.2620	INTEREST	\$45,293.00		
TOTAL SEC 108 DEBT RETIREMENT			135,293.00	
TOTAL SEC 108 DEBT RETIREMENT FUND				135,293.00
OPWC LOAN PAYMENT				
1342.940.2610	OPWC PRINCIPAL	\$24,632.00		
TOTAL OPWC			24,632.00	
TOTAL OPWC DEBT FUND				24,632.00
INCOME TAX - CAPITAL IMPROVEMENT				
1401.305.2530	LEASE / POLICE CRUISERS	\$20,000.00		
1401.305.2531	LEASE /PURCHASE COPIER	\$2,250.00		
1401.325.2530	LEASE PURCHASE	\$30,043.00		
TOTAL CAPITAL IMPROVEMENT			52,293.00	
TOTAL CAPITAL IMPROVEMENT FUND				52,293.00
MUNICIPAL ROAD FUND				
1409.850.2590	MUNICIPAL ROAD	\$0.00		
TOTAL MUNI ROAD			0.00	
TOTAL MUNICIPAL ROAD FUND				0.00
SOLID WASTE CAPITAL IMPROVEMENT FUND				
1413.605.2530	NEW EQUIPMENT	\$0.00		
TOTAL SOLID WASTE			0.00	
TOTAL SOLID WASTE CAPITAL IMP FD				0.00
PARK AND REC CAPITAL IMPROVEMENT FUND				
PARK & REC				
1433.505.2392	SERVICES/CONTRACTS	\$0.00		
1433.505.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00		
1433.505.2510	CI PROJECTS	\$0.00		
1433.505.2512	CAPITAL OUTLAYS/REC. CENTER	\$0.00		
1433.505.2530	EQUIPMENT	\$0.00		
1433.505.2720	REFUNDS	\$0.00		
1433.505.2721	SD REVENUE SHARING	\$0.00		
TOTAL PARK & REC			0.00	
TOTAL PARK AND REC CI FUND				0.00

WASTEWATER TREATMENT FUND			
WWT			
2101.610.2110	SALARY	\$1,412,305.00	
2101.610.2119	SALARY OVERTIME PAID	\$0.00	
2101.610.2150	ACCUM SICK LEAVE	\$0.00	
2101.610.2210	HEALTH/LIFE	\$443,658.00	
2101.610.2230	P.E.R.S.	\$197,723.00	
2101.610.2231	CITY SHARE MEDICARE	\$20,479.00	
2101.610.2270	WORKERS COMP	\$40,000.00	
2101.610.2280	UNIFORM ALLOWANCE	\$18,000.00	
2101.610.2281	UNION HEALTH & WELFARE	\$0.00	
2101.610.2311	INSURANCE	\$43,000.00	
2101.610.2333	ENERGY SAVINGS LEASE	\$112,894.00	
2101.610.2340	UTILITIES	\$800,000.00	
2101.610.2377	ADMINISTRATIVE FEES	\$150,000.00	
2101.610.2382	COUNTY COLLECTION FEES	\$15,000.00	
2101.610.2389	TRAVEL/SEMINAR/SCHOOLING	\$3,000.00	
2101.610.2390	SLUDGE HAULING/LANDFILLS DISP.	\$300,000.00	
2101.610.2392	SERVICES/CONTRACTS	\$375,000.00	
2101.610.2410	SUPPLIES/MATERIALS/POSTAGE	\$650,000.00	
2101.610.2430	GAS & OIL	\$15,000.00	
2101.610.2530	NEW EQUIPMENT	\$0.00	
2101.610.2531	VEHICLE LEASES	\$45,350.00	
TOTAL WWT			4,641,409.00
CITY SEWER O & M			
2101.615.2110	SALARY	\$423,747.00	
2101.615.2119	O & M OVERTIME PAID	\$0.00	
2101.615.2150	ACCUM SICK LEAVE	\$0.00	
2101.615.2210	HEALTH/LIFE	\$14,902.00	
2101.615.2230	P.,E.R.S.	\$59,328.00	
2101.615.2231	CITY SHARE MEDICARE	\$6,145.00	
2101.615.2270	WORKERS COMP	\$13,640.00	
2101.615.2312	INSURANCE	\$2,000.00	
2101.615.2340	UTILITIES	\$5,000.00	
2101.615.2382	COUNTY COLLECTION FEES	\$500.00	
2101.615.2389	TRAVEL/SEMINAR/SCHOOLING	\$1,000.00	
2101.615.2392	SERVICES/CONTRACTS	\$200,000.00	
2101.615.2410	SUPPLIES/MATERIALS/POSTAGE	\$100,000.00	
2101.615.2430	GAS & OIL	\$15,000.00	
2101.615.2530	NEW EQUIPMENT	\$0.00	
2101.615.2720	REFUNDS	\$500.00	
TOTAL CITY SEWER O & M			841,762.00
TOTAL WASTEWATER TREATMENT FUND			5,483,171.00
SOLID WASTE FUND			
SOLID WASTE			
2102.605.2110	SALARY	\$0.00	
2102.605.2119	OVERTIME PAID	\$0.00	
2102.605.2150	ACCUM SICK LEAVE	\$0.00	
2102.605.2210	HEALTH/LIFE	\$0.00	
2102.605.2230	P.E.R.S.	\$0.00	
2102.605.2231	CITY SHARE MEDICARE	\$0.00	
2102.605.2270	WORKERS COMP	\$0.00	
2102.605.2280	UNIFORM ALLOW	\$0.00	
2102.605.2281	UNION HEALTH & WELFARE	\$0.00	
2102.605.2290	UNEMPLOYMENT COMP	\$0.00	
2102.605.2312	VEHICLE INSURANCE	\$0.00	
2102.605.2340	UTILITIES	\$0.00	
2102.605.2377	ADMINISTRATIVE EXPENSE	\$0.00	
2102.605.2389	TRAVEL/SEMINAR/SCHOOLING	\$0.00	
2102.605.2390	LANDFILL	\$0.00	
2102.605.2392	SERVICES/CONTRACTS	\$0.00	
2102.605.2410	SUPPLIES/MATERIALS/POSTAGE	\$0.00	
2102.605.2430	GAS & OIL	\$0.00	
2102.620.2720	REFUNDS	\$0.00	
TOTAL SOLID WASTE		0.00	
TOTAL SOLID WASTE FUND			0.00

STORMWATER UTILITY FUND				
2105.549.2392	CONTRACTED SERVICES	\$15,000.00		
2105.549.2393	COUNTY COLLECTION FEES	\$800.00		
TOTAL STORMWATER UTILITY			15,300.00	15,300.00
INSURANCE FUND				
2202.905.2310	EMPLOYEE INS.	\$4,998.00		
2202.905.2311	RETIREES INS.	\$2,152.00		
TOTAL INSURANCE FUND			7,150.00	7,150.00
STATE PATROL TRANSFER FUND				
3105.930.2390	TRANSFER TO LAW LIBRARY	\$30,000.00		
3105.960.2720	REFUND TO GENERAL	\$30,000.00		
TOTAL STATE PATROL TRANSFER FUND			60,000.00	60,000.00
FIRE DAMAGE STRUCTURE FUND				
3107.905.2390	FIRE DAMAGE STRUCTURE FUND	\$25,000.00		
TOTAL FIRE DAMAGE STRUCTURE FUND			25,000.00	25,000.00
UNCLAIMED MONEY FUND				
3108.905.2390	UNCLAIMED MONEY	\$0.00		
3108.905.2710	TRANSFER TO GENERAL	\$2,500.00		
TOTAL UNCLAIMED MONEY			2,500.00	2,500.00
TIF SERVICE PAYMENT FUND				
3109.905.2379	SCHOOL DISTRICT TIFS	\$180,000.00		
3109.905.2380	DEVELOPERS FEES	\$250,000.00		
3109.905.2393	COUNTY COLLECTIONS FEES	\$6,000.00		
TOTAL TIF SERV PAYMENT FUND			436,000.00	436,000.00
MASSILLON MUSEUM FUND				
3110.905.2379	MASSILLON MUSEUM HOLDING	\$495,819.00		
3110.905.2393	ELECTION EXPENSE	\$0.00		
TOTAL MASSILLON MUSEUM FUND			495,819.00	495,819.00
MASSILLON MURAL FUND				
3112.905.2379	MASSILLON MURAL		0.00	0.00
TOTAL MASSILLON MURAL				
GRAND TOTAL ALL FUNDS				37,282,998.70

GENERAL FUND	1100	\$18,590,030.89
STREET M & R	1201	\$967,899.00
STATE HWY M & R	1202	\$88,768.00
COMMUNITY DEVELOPMENT	1203	\$765,648.00
MASSILLON MUNI COURT CI	1204	\$110,000.00
SAFETY FORCES IMPROVEMENT	1205	\$4,000.00
MUNI MOTOR VEH LICENSE	1206	\$240,000.00
PARKING METER FUND	1208	\$0.00
POLICE PENSION	1209	\$573,746.00
FIRE PENSION	1210	\$810,812.00
SUMMER CONCERT FUND	1212	\$71,000.00
SPECIAL FUND	1214	\$1,000.00
LAW ENFORCEMENT FUND	1215	\$15,000.00
WIC FUND	1219	\$133,628.25
WASTE MANAGEMENT GRANT	1222	\$8,000.00
INDIGENT DRIVERS INTERLOCK	1223	\$19,236.00
INDIGENT DRIVERS ALCOHOL TR FUND	1225	\$100,000.00
ENFORCEMENT & EDUCATION	1226	\$0.00
COMMUNITY PARTNERSHIP	1228	\$0.00
HOME FUND	1229	\$99,500.00
CLERK OF CTS COMPUTING	1232	\$117,734.00
MUNICIPAL COURT COMPUTING	1233	\$75,000.00
PARKS AND RECREATION	1234	\$3,016,050.00
COMMUNITY HEALTH SERVICE	1235	\$171,909.00
ECONOMIC DEVELOPMENT	1237	\$25,000.00
PROBATION SERVICES	1238	\$173,208.00
VETERANS PARK & DUNCAN PLAZA	1240	\$0.00
ENTERPRISE ZONE	1241	\$0.00
ADR FUND	1242	\$73,997.00
DEBT RETIREMENT LINCOLN CENTER	1303	\$516,018.76
DEBT RETIREMENT SENIOR HOUSING	1304	\$115,175.00
DEBT RETIREMENT WWT	1305	\$2,157,272.04
DEBT RETIREMENT PARK AND REC	1306	\$1,375,538.76
TIF MARKETPLACE	1340	\$130,670.00
SECTION 108 LOAN GUARANTEE	1341	\$135,293.00
OPWC DEBT FUND	1342	\$24,632.00
INCOME TAX - CAPITAL IMP. FUND	1401	\$52,293.00
SOLID WASTE CI	1413	\$0.00
PARK AND REC CI	1433	\$0.00
WASTEWATER TREATMENT	2101	\$5,483,171.00
SOLID WASTE	2102	\$0.00
STORM WATER	2105	\$15,300.00
EMPLOYEE INSURANCE	2202	\$7,150.00
STATE PATROL TRANSFER	3105	\$60,000.00
FIRE DAMAGE STRUCTURE	3107	\$25,000.00
UNCLAIMED MONEY FUND	3108	\$2,500.00
TIF SERVICE PAYMENT TO SCHOOL	3109	\$436,000.00
MASSILLON MUSEUM FUND	3110	\$495,819.00
		<u>\$37,282,998.70</u>