

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

DATE: TUESDAY, JANUARY 20, 2015
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL - *9 Present - Pres. Townsend absent*
2. INVOCATION BY COUNCILMAN SHADDRICK STINSON
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA *Foster Rose Support Trail Day*
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 5 – 2015

BY: PARKS & RECREATION COMMITTEE

1/20 Reading
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio to enter into a Trailway Easement Agreement on behalf of the City of Massillon, as Grantor, with the Stark County Park District, an Ohio Political Subdivision, in Canton, Ohio, as Grantee for the year ending December 31, 2015, and declaring an emergency.

ORDINANCE NO. 6 – 2015

BY: STREETS, HIGHWAYS & TRAFFIC COMMITTEE

1/20 Reading
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Participatory Legislation with the Ohio Dept. of Transportation (ODOT), for SR 236 Resurfacing Project, PID 94125, for the year ending December 31, 2015, and declaring an emergency.

ORDINANCE NO. 7 – 2015

BY: STREETS, HIGHWAYS & TRAFFICE COMMITTEE

1/20 Reading
AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to apply for 2015 Municipal Road Funds through Stark County for the year ending December 31, 2015, and declaring an emergency.

ORDINANCE NO. 8 – 2015

BY: FINANCE COMMITTEE

Passed 9-200
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1414 Collection System Improvement Fund and the 1212 Summer Concert Fund for the year ending December 31, 2015, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

- A. LETTER FROM DEPT. OF COMMERCE, DIVISION OF LIQUOR CONTROL REGARDING THE TRANSFER OF LIQUOR LICENSE FROM LOS CACHORROS INC DBA MARGARITAS MEXICAN GRILL & CANTINA, 1ST LF & PATIO, 45 – 1ST ST NW, MASSILLON, OHIO 44647 TO MASCOTAS LLC, DBA MARGARITAS MEXICAN GRILL & CANTINA, 1ST FL & PATIO, 45 – 1ST ST NW, MASSILLON, OHIO 44647
- B. LETTER FROM DEPT. OF COMMERCE, DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR THE SANGRIA STAND, LLC, 39 LINCOLN WAY E, MASSILLON, OHIO, 44646

9. BILLS, ACCOUNTS AND CLAIMS

- A. WALTER H. DRANE CO. – \$ 390.00 – HOSTING CODE ON INTERNET 1/1/15 TO 12/31/15

9 pays to pay bills

10. REPORTS FROM CITY OFFICIALS

- A. TREASURER'S REPORT FOR DECEMBER 2014
- B. TREASURER'S ANNUAL REPORT FOR 2014

11. REPORTS OF COMMITTEES - *Fiscal Commission - 2/4/15 - meet w/ State Auditor*
3/19/15 - deadline for approval *3/24/15 - next Fiscal mtg.*
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

16. NEW AND MISCELLANEOUS BUSINESS

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

18. ADJOURNMENT
- Paul Scherfeld - Blog on North Ave. Blog covered in*

8:00 p

DIANE ROLLAND – CLERK OF COUNCIL

DATE: JANUARY 20, 2015

CLERK: DIANE ROLLAND

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 5 – 2015

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio to enter into a
Trailway Easement Agreement on behalf of the City of Massillon, as Grantor, with the Stark
County Park District, an Ohio Political Subdivision, in Canton, Ohio, as Grantee, 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 for the Mayor
of the City of Massillon, Ohio, to enter into a Trailway Easement Agreement on behalf of the City
of Massillon, as Grantor, with the Stark County Park District, an Ohio Political Subdivision, in
Canton, Ohio, as Grantee.

Section 2:

This Trailway Easement Agreement is for an area referred to as the Wheeling and Lake
Erie Railroad area north of Warmington Road. The Trailway Easement Agreement covers
numerous acres, parcels and lots across Massillon where the City of Massillon is owner and
identified and detailed in the Trailway Easement Agreement and attached exhibits.

Section 3:

This Trailway Easement Agreement is for an area referred to as the Sippo Valley area.
The Trailway Easement Agreement covers numerous acres, parcels and lots across Massillon
where the city of Massillon is owner and identified and detailed in the Trailway Easement
Agreement and attached exhibits.

Section 4:

This Trailway Easement Agreement is for an area referred to as the Wheeling and Lake
Erie Railroad area south of Warmington Road to Wooster Road. The Trailway Easement
Agreement covers numerous acres, parcels and lots across Massillon where the City of
Massillon is owner and identified and detailed in the Trailway Easement Agreement and
attached exhibits.

Section 5:

The Grantor and Grantee declares their intent to establish a permanent easement on the location and maintenance of an existing hike and bike path and across the Grantor's property. The Easement Agreement is in consideration of one dollar (\$1.00).

Section 6:

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 7:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary 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 _____, 2015

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

TONY TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

PARKS AND RECREATION COMMITTEE

1/12/2015

DEPARTMENT REQUESTING LEGISLATION: Parks and Recreation Department

Harry Catron

Mayor

Date: 1-7-15

Auditor

Date:

City of Massillon is requesting legislation to authorize Mayor to enter into a Trailway Easement Agreement on behalf of the City of Massillon, as Grantor, with the Stark County Park District, an Ohio Political Subdivision, in Canton, Ohio as Grantee. This Trailway Easement Agreement is for an area referred to as the Wheeling and Lake Erie Railroad area north of Warmington Road. The Trailway Easement Agreement covers numerous acres, parcels and lots across Massillon where the City of Massillon is owner and identified and detailed in the Trailway Easement Agreement and exhibits. The Grantor and Grantee declares their intent to establish a permanent easement on the location and maintenance of an existing hike and bike path and across the Grantor's Property. The Easement Agreement is in consideration of One Dollar.

Date Given to Auditor: 6-7-15 Date Given to Council Clerk:

MA 1-12-15

Ed. L. 1-12-18

Pl. #5

Wheeling Lake
Eric Maubroad
North of
Warrenton Road
- Easement

[Space Above This Line for Recording Data]

TRAILWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the _____ day of _____, 2014, by and between CITY OF MASSILLON, an Ohio Municipal Corporation, (the "Grantor"), and STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain 4.58 acres of land known as and being Outlot 877 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 68, Page 110 of the Stark County Records, being Stark County Auditor's Parcel No. 580014, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain _____ acres of land known as and being a part of Outlot 680 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 59, Page 47 of the Stark County Records, being Stark County Auditor's Parcel No. _____, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 22.45 acres of land known as and being part of Outlot 681 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 59, Page 47 of the Stark County Records, being Stark County Auditor's Parcel No. 580019, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 27.04 acres of land known as and being Outlot 537 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, being Stark County Auditor's Parcel No. 680673, and claims title through instrument recorded at Stark County Official Records Imaging No. _____; and

WHEREAS, the Grantor is the owner of a certain 20.50 acres of land known as and being Outlot 681 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, being Stark County Auditor's Parcel No. 681148, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 7.81 acres of land known as and being parts of Outlots 134, 296, and 297 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, being Stark County Auditor's Parcel No. 681020, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain parcel of real estate known as and being Massillon City Lot Nos. 13479, Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, being Stark County Auditor's Parcel No. 681021, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 1.786 acre parcel of real estate known as and being within Massillon City Lot Nos. 1685, 1789, 1800, 12400 and 12404 Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, and a 0.254 acre parcel situated within the Southeast Quarter of Section 7, Township of Perry, Stark County, being Stark County Auditor's Parcel No. 681019, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent easement for the location and maintenance of a trail, over and across the Grantor's Property in the location set forth in "Exhibit A" attached hereto, (the "Easement Area") known formerly as a portion of the Wheeling & Lake Erie Railroad,

NOW THEREFORE, in consideration of the forgoing, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent twenty-five foot (25') easement for the location and maintenance of a twelve foot (12') wide walking and biking trail over and across the Grantor's Property (being the former Wheeling & Lake Erie Railroad property) in the location of the Easement Area (as set forth in Exhibit "A" attached hereto).

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall maintain said trail with related landscaping and additional improvements appropriate thereto, including by way of example; benches, pedestrian roadway crossings & signals, and signage, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the operation, repair, maintenance, re-building, replacing, and relocating, and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee shall post signs (i.e. "No Trespassing") within the Easement Area to provide notice that the property adjacent to the Easement Area is private property and to limit use of the walking/biking trails and related park facilities to within the boundaries of the Easement Area.

4. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

5. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

6. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

7. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF MASSILLON,
an Ohio Municipal Corporation – Grantor

By: _____
Kathy Catazaro-Perry, Mayor

STARK COUNTY PARK DISTRICT,
an Ohio Political Subdivision - Grantee

By: _____
Robert A. Fonte, Director

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named CITY OF MASSILLON, an Ohio Municipal Corporation, by Kathy Catazaro-Perry, its Mayor, who acknowledged that she did sign the foregoing instrument and the same is the free act and deed of the said CITY OF MASSILLON, and of her personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Massillon, Ohio, on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

Approved as to legal form and sufficiency

WILLIAM F. MORRIS
Counsel for the Stark County Park District

This instrument prepared by:

WILLIAM F. MORRIS, ESQ.
520 East Main Street – Suite 200
Alliance, Ohio 44601
(330) 823-3575

EXHIBIT A-1

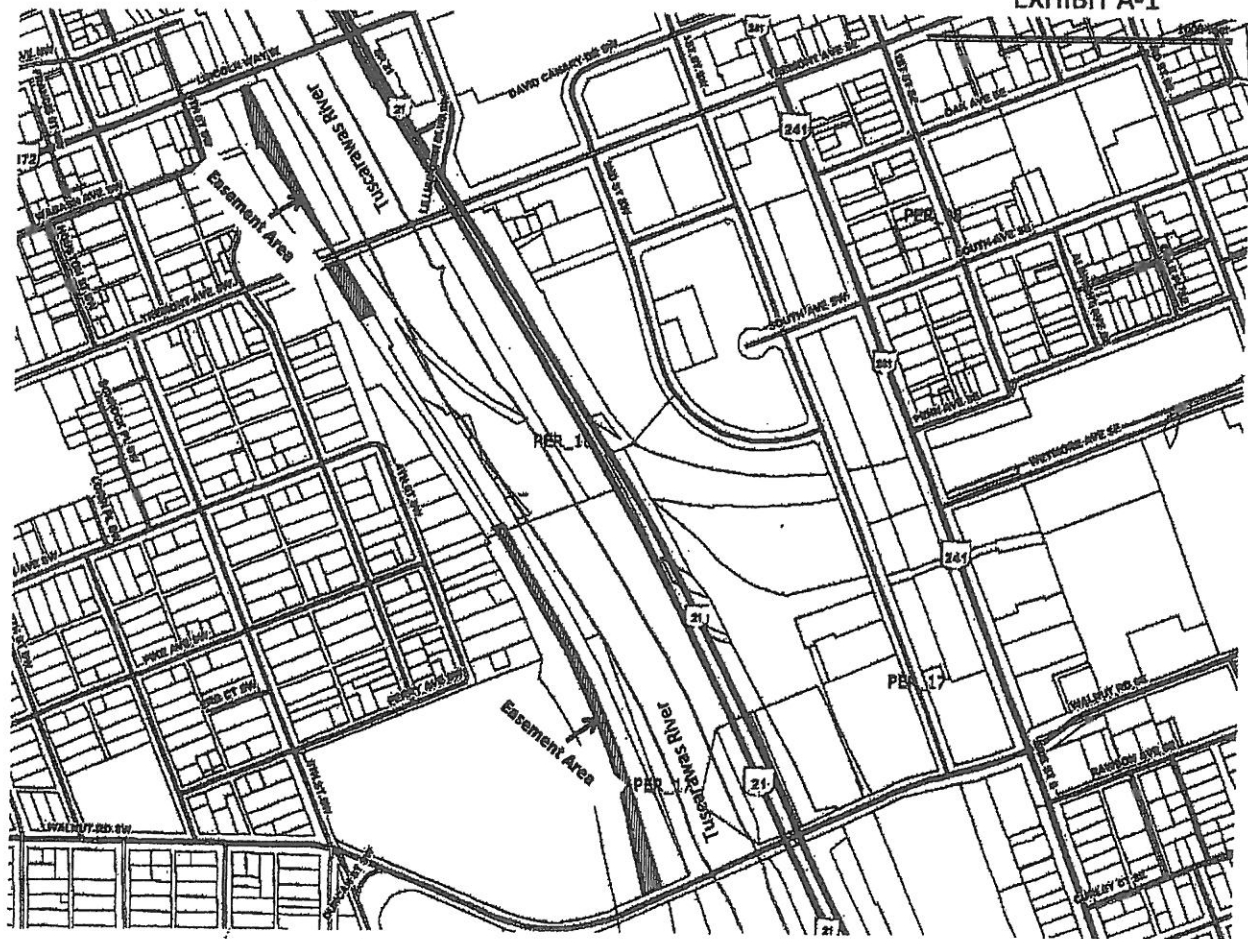
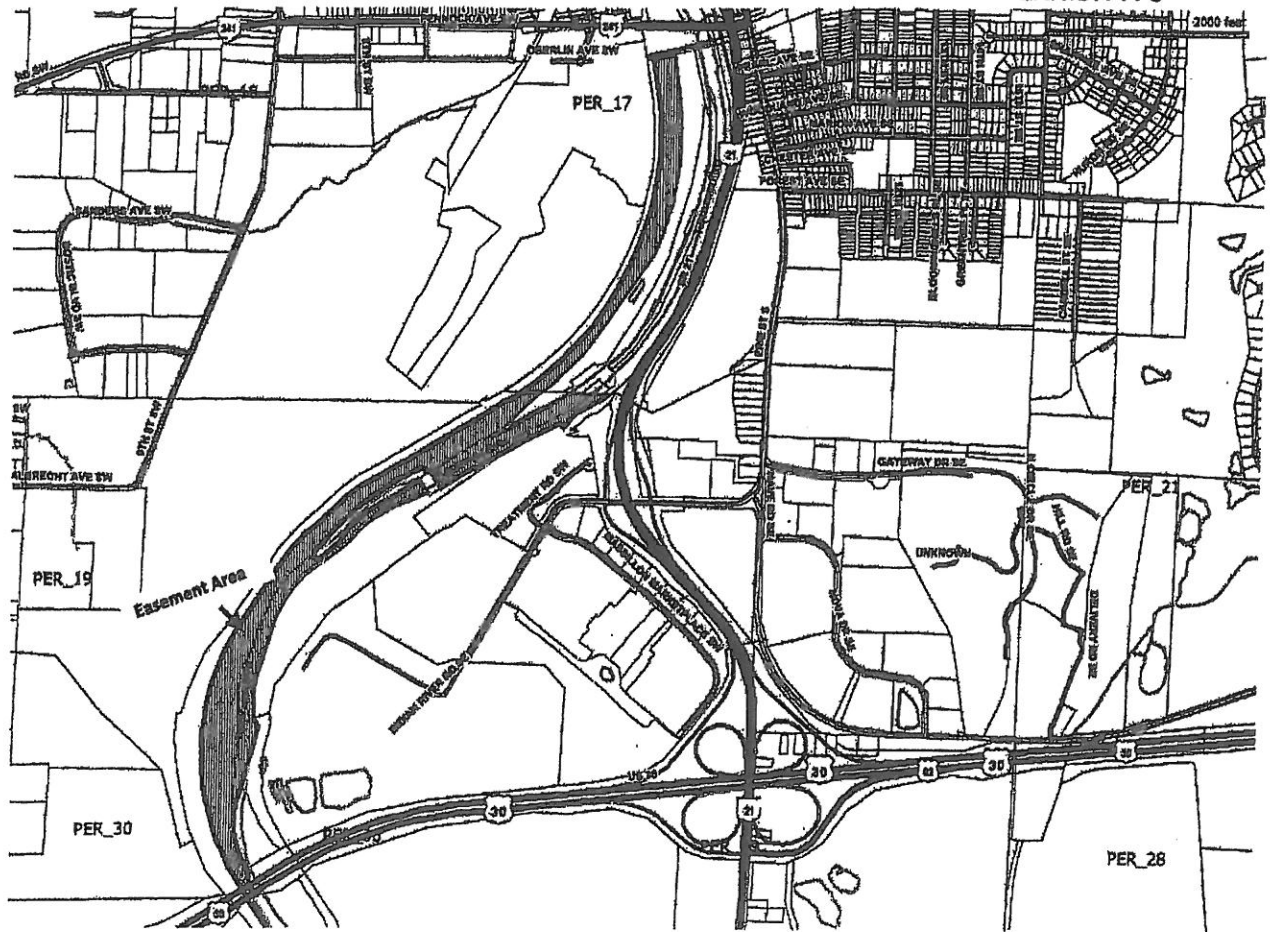


EXHIBIT A-2



EXHIBIT A-3



REQUEST FOR LEGISLATION TO:

PARKS AND RECREATION COMMITTEE

REQUEST LEGISLATION FOR:

1/12/2015

DEPARTMENT REQUESTING LEGISLATION:

Parks and Recreation Department

MAYOR'S APPROVAL:



Mayor

Date:

1-7-15

AVAILABILITY OF FINANCES:

Auditor

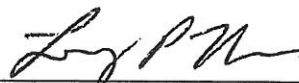
Date:

RECEIVED JAN - 7 2015

SUBJECT OF REQUESTED LEGISLATION:

Doc

City of Massillon is requesting legislation to authorize Mayor to enter into a Trailway Easement Agreement on behalf of the City of Massillon, as Grantor, with the Stark County Park District, an Ohio Political Subdivision, in Canton, Ohio as Grantee. This Trailway Easement Agreement is for an area referred to as the Sippo Valley area. The Trailway Easement Agreement covers numerous acres, parcels and lots across Massillon where the City of Massillon is owner and identified and detailed in the Trailway Easement Agreement and exhibits. The Grantor and Grantee declares their intent to establish a permanent easement on the location and maintenance of an existing hike and bike path known as the Sippo Valley Trail over and across the Grantor's Property. The Easement Agreement is in consideration of One Dollar.



Date Given to Auditor:

1-7-15

Date Given to Council Clerk:

Memo 1-12-15

EL 1-12-15

Sippo Valley
Trail
- Easement

[Space Above This Line for Recording Data]

TRAILWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the _____ day of _____, 2014, by and between **CITY OF MASSILLON**, an Ohio Political Subdivision, (the "Grantor"), and **STARK COUNTY PARK DISTRICT**, an Ohio Political Subdivision, (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain 3.81 acres of land known as and being Outlot 27, and part of Lot Nos. 9263 and 9272, and Lot Nos. 9266, 9287, 9810 and 14326 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book _____, Page _____ of the Stark County Records, being Stark County Auditor's Parcel No. 680931, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 6.19 acres of land known as and being Outlots 803 and 804 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Page 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580021, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 4.22 acres of land known as and being Outlot 802 and Lot Nos. 15863 and 15864 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 680965, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.40 acres of land known as and being Outlots 800 and 801 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580003, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.43 acres of land known as and being Outlots 798 and 799 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 66, Pages 1-4 of the Stark County Records, being Stark County Auditor's Parcel No. 580005, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 8.13 acres of land known as and being Outlots 904 and 905 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580011, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 17.69 acres of land known as and being Outlots 906, 907 and 909 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580012, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, the Grantor is the owner of a certain 12.46 acres of land known as and being Outlots 908, 910, 911 and 912 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 69, Pages 88-90 of the Stark County Records, being Stark County Auditor's Parcel No. 580013, and claims title through instrument recorded at Stark County Official Records Imaging No. 9511160055122; and

WHEREAS, Fibercorr Mills, LLC is the owner of a certain 28.83 acres of land known as and being Outlot 697 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 81, Page 125 of the Stark County Records, being Stark County Auditor's Parcel No. 617463, and claims title through instrument recorded at Stark County Official Records Imaging No. 200002230009956; and

WHEREAS, the City of Massillon has been granted an easement over said Outlot 697 for "pedestrian and non-motorized vehicle trail and walking path" by predecessor in title, Cleaners Hanger Co., by instrument recorded at Stark County Official Records Imaging No. 199511160055125; and

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent easement for the location and maintenance of an existing hike and bike path, known as the Sippo Valley Trail, over and across the Grantor's Property in the location set forth in "Exhibit A" attached.

NOW THEREFORE, in consideration of the forgoing, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent easement for the location and maintenance of the Sippo Valley Trail over and across the Grantor's Property, and does hereby assign its interest in the easement over City of Massillon Outlot 697 recorded at Stark County Official Records Imaging No. 199511160055125), all in the location of the Easement Area (as set forth in Exhibit "A" attached hereto).

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall maintain the Sippo Valley Trail with related landscaping and additional improvements appropriate thereto, including by way of example; benches, pedestrian roadway crossings & signals, and signage, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the operation, repair, maintenance, re-building, replacing, and relocating, and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee shall post signs (i.e. "No Trespassing") within the Easement Area to provide notice that the property adjacent to the Easement Area is private property and to limit use of the walking/biking trails and related park facilities to within the boundaries of the Easement Area.

4. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at

its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

5. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

6. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

7. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF MASSILLON,
an Ohio Political Subdivision – Grantor

By: _____
Kathy Catazaro-Perry, Mayor

STARK COUNTY PARK DISTRICT,
an Ohio Political Subdivision - Grantee

By: _____
Robert A. Fonte, Director

STATE OF OHIO :
:SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named CITY OF MASSILLON, an Ohio Political Subdivision, by Kathy Catazaro-Perry, its Mayor, who acknowledged that she did sign the foregoing instrument and the same is the free act and deed of the said CITY OF MASSILLON, and of her personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Massillon, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO :
:SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the

free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

Approved as to legal form and sufficiency

WILLIAM F. MORRIS
Counsel for the Stark County Park District

This instrument prepared by:

WILLIAM F. MORRIS, ESQ.
520 East Main Street – Suite 200
Alliance, Ohio 44601
(330) 823-3575

EXHIBIT A-1



2010-5

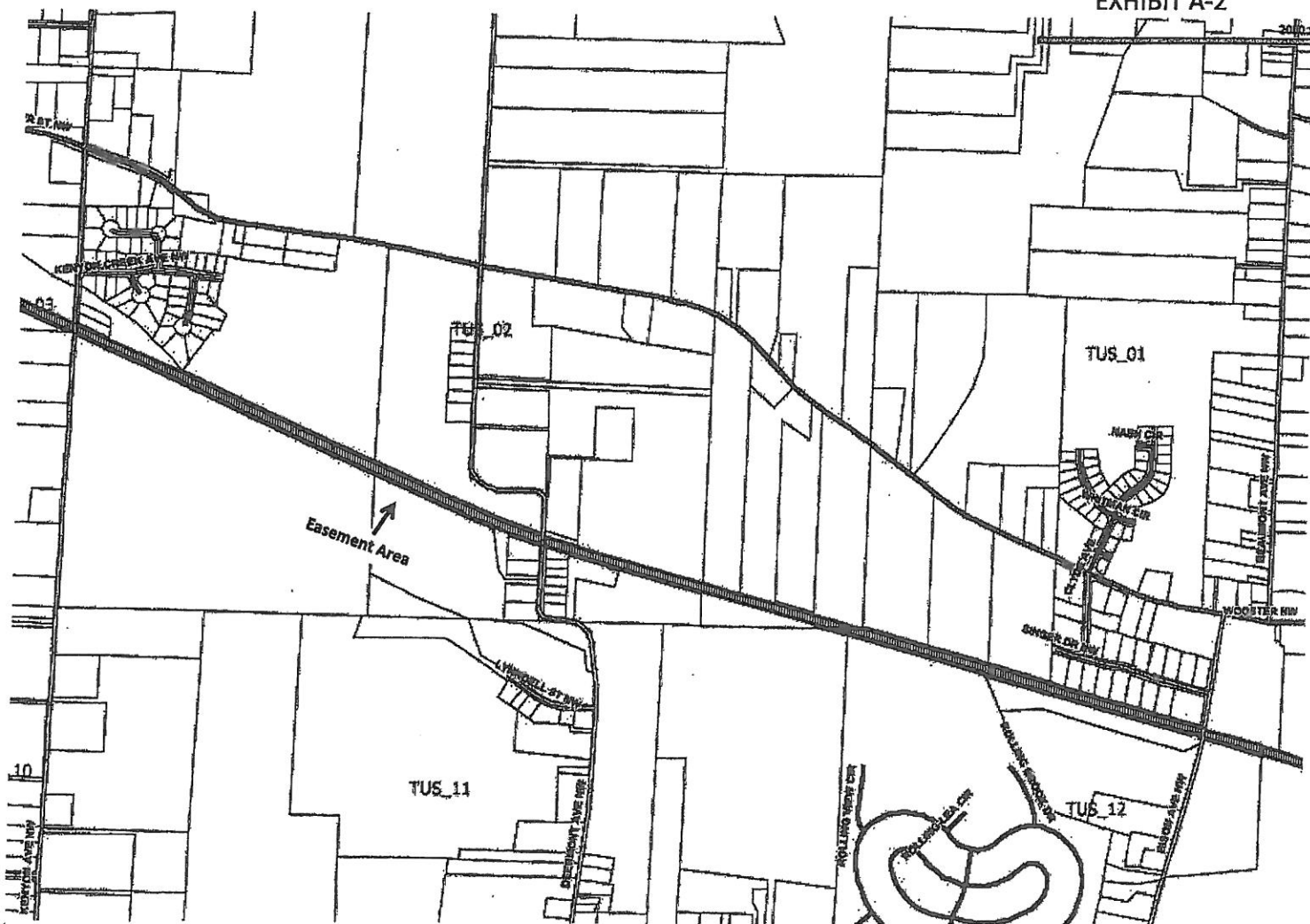


EXHIBIT A-3

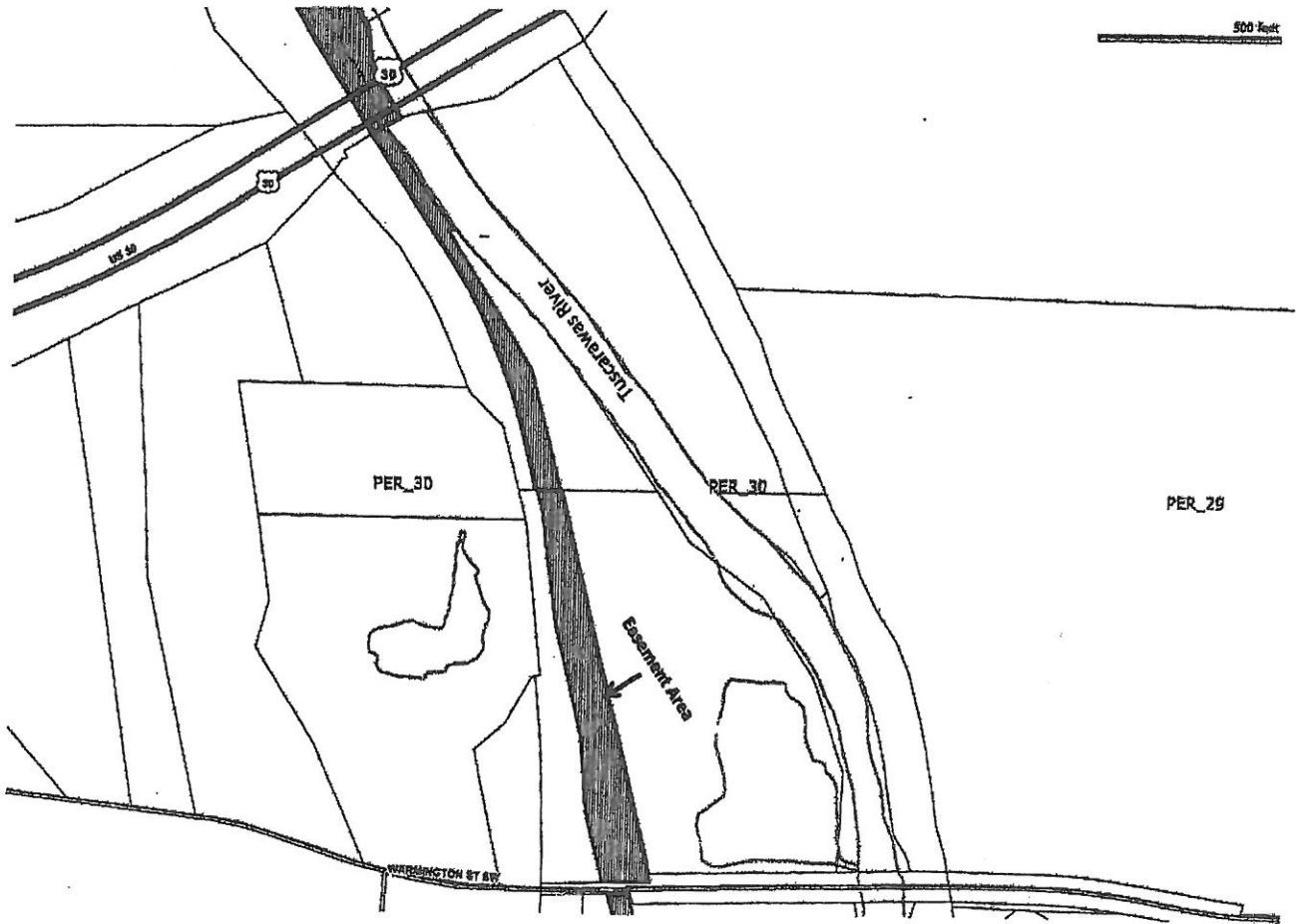


EXHIBIT A-4



EXHIBIT A-4

500 Feet



REQUEST FOR LEGISLATION TO:

PARKS AND RECREATION COMMITTEE

REQUEST LEGISLATION FOR:

1/12/2015

DEPARTMENT REQUESTING LEGISLATION:

Parks and Recreation Department

MAYOR'S APPROVAL:



Mayor

Date:

1-7-15

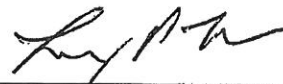
AVAILABILITY OF FINANCES:

Auditor

Date:

SUBJECT OF REQUESTED LEGISLATION:

City of Massillon is requesting legislation to authorize Mayor to enter into a Trailway Easement Agreement on behalf of the City of Massillon, as Grantor, with the Stark County Park District, an Ohio Political Subdivision, in Canton, Ohio as Grantee. This Trailway Easement Agreement is for an area referred to as the Wheeling and Lake Erie Railroad area south of Warmington Road to Wooster Road. The Trailway Easement Agreement covers numerous acres, parcels and lots across Massillon where the City of Massillon is owner and identified and detailed in the Trailway Easement Agreement and exhibits. The Grantor and Grantee declares their intent to establish a permanent easement on the location and maintenance of an existing hike and bike path and across the Grantor's Property. The Easement Agreement is in consideration of One Dollar.



Date Given to Auditor: 1-7-15

Date Given to Council Clerk:

MRAD 1-12-15

EB 1-12-15

Wheeling & Lake Erie
Railroad
Wilmington Road
- South to
Wooten Street
Easement

[Space Above This Line for Recording Data]

TRAILWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the _____ day of _____, 2014, by and between CITY OF MASSILLON, an Ohio Municipal Corporation, (the "Grantor"), and STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain 4.58 acres of land known as and being Outlot 877 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 68, Page 110 of the Stark County Records, being Stark County Auditor's Parcel No. 580014, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 1.26 acres of land known as and being Outlot 844 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 67, Pages 57-59 of the Stark County Records, being Stark County Auditor's Parcel No. 580018, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 8.22 acres of land known as and being Outlots 845 and 846 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 67, Pages 57-59 of the Stark County Records, being Stark County Auditor's Parcel No. 580020, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 2.95 acres of land known as and being Outlot 847 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 67, Pages 57-59 of the Stark County Records, being Stark County Auditor's Parcel No. 980001, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 1.562 acre parcel of real estate situated in the Village of Navarre, Stark County, Ohio, being Stark County Auditor's Parcel No. 61280067, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor is the owner of a certain 1.38 acres of land known as and being Outlot 848 in the City of Massillon, Stark County, Ohio, as set forth in Plat Book 67, Pages 57-59 of the Stark County Records, being Stark County Auditor's Parcel No. 980002, and claims title through instrument recorded at Stark County Official Records Imaging No. 199906300050784; and

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent easement for the location and maintenance of a trail, over and across the Grantor's Property in the location set forth in "Exhibit A" attached hereto, (the "Easement Area") known formerly as a portion of the Wheeling & Lake Erie Railroad.

NOW THEREFORE, in consideration of the forgoing, and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent twenty-five foot (25') easement for the location and maintenance of a twelve foot (12') wide walking and biking trail over and across the Grantor's Property (being the former Wheeling & Lake Erie Railroad property) in the location of the Easement Area (as set forth in Exhibit "A" attached hereto).

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall maintain said trail with related landscaping and additional improvements appropriate thereto, including by way of example; benches, pedestrian roadway crossings & signals, and signage, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose

of the operation, repair, maintenance, re-building, replacing, and relocating, and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee shall post signs (i.e. "No Trespassing") within the Easement Area to provide notice that the property adjacent to the Easement Area is private property and to limit use of the walking/biking trails and related park facilities to within the boundaries of the Easement Area.

4. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

5. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

6. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

7. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

9. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF MASSILLON,
an Ohio Municipal Corporation – Grantor

By: _____
Kathy Catazaro-Perry, Mayor

STARK COUNTY PARK DISTRICT,
an Ohio Political Subdivision - Grantee

By: _____
Robert A. Fonte, Director

STATE OF OHIO :
:SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named CITY OF MASSILLON, an Ohio Municipal Corporation, by Kathy Catazaro-Perry, its Mayor, who acknowledged that she did sign the foregoing instrument and the same is the free act and deed of the said CITY OF MASSILLON, and of her personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Massillon, Ohio, on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of _____, 2014, before me a Notary Public in and for said County, personally came the above named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

Approved as to legal form and sufficiency

WILLIAM F. MORRIS
Counsel for the Stark County Park District

This instrument prepared by:

WILLIAM F. MORRIS, ESQ.
520 East Main Street – Suite 200
Alliance, Ohio 44601
(330) 823-3575

Wilmington Road

Former Wheeling & Lake Erie Lands

Legend

Former W&LE Lands



0 0.125 0.25 0.5
Miles

EXHIBIT A



330.477.3552

www.StarkParks.com

KG 12/10/13

Wooster Street

DATE: JANUARY 20, 2015

CLERK: DIANE ROLLAND

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 6 – 2015

BY: STREETS, HIGHWAYS AND TRAFFIC COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Participatory Legislation with the Ohio Dept. of Transportation (ODOT), for the State Route 236 Resurfacing Project, PID 94125 for the year ending December 31, 2015, 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 for the Director of Public Service and Safety of the City of Massillon, Ohio, to sign the Participatory Legislations with ODOT for the State Route 236 Resurfacing Project

Section 2:

Whereas the State has identified the need to resurface State Route 236 located within the Corporation Limits of the City of Massillon (see attached). Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits.

Section 3:

There will be a 20% cost share by the City for the project currently estimated to be Twenty Five Thousand Dollars (\$25,000), unless the City specifically requests items be completed that are determined by the State and Federal Highway Administration to be unnecessary for the project. Then those costs would be 100% City. The Project is currently scheduled for 2017.

Section 4:

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

Section 5:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary 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 _____, 2015

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

TONY TOWNSEND, PRESIDENT

APPROVED:

KATHY CATAZARO-PERRY, MAYOR

REQUEST FOR LEGISLATION TO:

Streets, Highways, & Traffic Committee
Council Committee

REQUEST LEGISLATION FOR:

January 20, 2015
Council Meeting Date

DEPARTMENT REQUESTING LEGISLATION:

Keith A. Dylewski, City Engineer
Department Head

MAYOR'S APPROVAL:

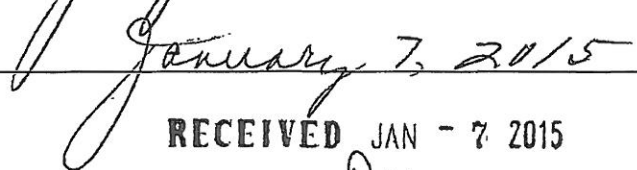

Mayor

Date:

AVAILABILITY OF FINANCES:

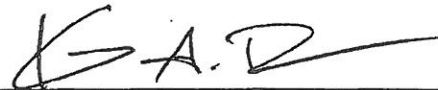

Auditor

Date:


January 7, 2015
RECEIVED JAN - 7 2015
Doc

SUBJECT OF REQUESTED LEGISLATION:

Please prepare legislation to authorize the Director of Public Service and Safety to sign the Participatory Legislation with ODOT for the STA-SR 236-0.00 Resurfacing Project, PID 94125. Whereas the State has identified the need to resurface SR 236 located within the Corporation Limits of the City of Massillon (see attached). Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits. There will be a 20% cost share by City for the project currently estimated to be \$25,000.00, unless the City specifically requests items be completed that are determined by the State and Federal Highway Administration to be unnecessary for the project than those costs would be 100% City. Project is currently scheduled for 2017.



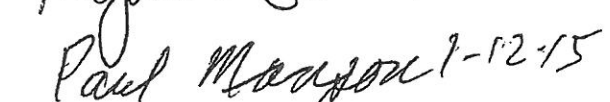


Keith A. Dylewski, P.E., P.S.
City Engineer

Date Given to Auditor:

1-7-14

Date Given to Council Clerk:

 1-12-15
 1-12-15
 1-12-15

Ord. #6

PRELIMINARY LEGISLATION
RC 5521.01

Ordinance/Resolution# _____

PID No. 94125

County/Route/Section STA-SR 236 - 0.00

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

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:
Resurfacing of SR 236 within the city limits

City of Massillon of Stark County, Ohio.
(LPA)

SECTION II - Consent Statement

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

SECTION III - Cooperation Statement

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

The LPA agrees to participate in the cost of construction within the City limits at twenty percent (20%) total cost.

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

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

(Optional-if required) The LPA further agrees to pay One Hundred Percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations and reimbursements shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

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

SECTION VI - Authority to Sign

The _____ of said City of _____ is hereby empowered on behalf of

(Contractual Agent) (LPA)
the City of Massillon to enter into contracts with ODOT pre-qualified consultants
(LPA)
for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the _____ is also empowered to assign
(Contractual Agent)
all rights, title, and interests of the City of Massillon to ODOT arising from
(LPA)
any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: _____, 20____
(Date)

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

Attested: _____
(Title) (President of Council)

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

CERTIFICATE OF COPY
STATE OF OHIO

City of Massillon _____ of Stark _____ County, Ohio
(LPA)

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if
applicable, this _____ day of _____, 2014.
;

Clerk

(CITY SEAL)

City of Massillon _____ of _____, Ohio
(LPA)

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

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

Attest: _____, Date _____

For the State of Ohio

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

DATE: JANUARY 20, 2015

CLERK: DIANE ROLLAND

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 7 – 2015

BY: STREETS, HIGHWAYS AND TRAFFIC COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to apply for 2015 Municipal Road Funds through Stark County for the year ending December 31, 2015, 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 it necessary for the Mayor of the City of Massillon, Ohio, to apply for 2015 Municipal Road Funds for the following:

- \$ 4,473.00 – SCATS Massillon Share
- \$ 180,000.00 – Richville/Southway Intersection Improvements

Section 2:

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

Section 3:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary for 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 _____, 2015

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

TONY TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

REQUEST FOR LEGISLATION TO:

Streets & Highways Committee
Council Committee

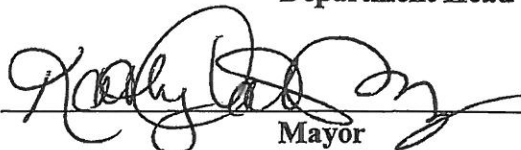
REQUEST LEGISLATION FOR:

January 20, 2015
Council Meeting Date

DEPARTMENT REQUESTING LEGISLATION:

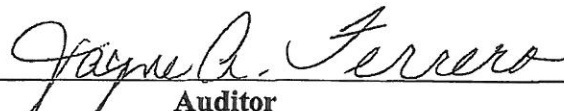
Keith A. Dylewski, City Engineer
Department Head

MAYOR'S APPROVAL:


Mayor

Date:

AVAILABILITY OF FINANCES:


Auditor

Date:

January 7, 2015

RECEIVED JAN - 7 2015
Doc

SUBJECT OF REQUESTED LEGISLATION:

Please prepare legislation to authorize the Mayor to apply for 2015 Municipal Road Funds through Stark County for the following:

SCATS Massillon Share	-	\$ 4,473.00
Richville/Southway Intersection Improvements	-	\$ 180,000.00



Keith A. Dylewski, P.E., P.S.
City Engineer

Date Given to Auditor:

1-7-14

Date Given to Council Clerk:

Danny J. Halter 1-12-15

Myr E. Stumth 1-12-15

Paul Manson 1-12-15

Ord. #7

DATE: JANUARY 20, 2015

CLERK: DIANE ROLLAND

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

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 8 – 2015

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1414 Collection System Improvement Fund and the 1212 Summer Concert Fund for the year ending December 31, 2015, 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 1414 Collection System Improvement Fund, for the year ending December 31, 2015, the following:

\$ 103,000.00 to an account entitled "Levee Infrastructure Improvement Project" – 1414.610.2515

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1212 Summer Concert Fund, for the year ending December 31, 2015, the following:

\$ 6,000.00 to an account entitled "Summer Concert Series/Supplies" - 1212.505.2410
\$ 30,000.00 to an account entitled "Summer Concert Series" - 1212.505.2392

Section 2:

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

Section 3:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said amendment is necessary for 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 _____, 2015

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

TONY TOWNSEND, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

REQUEST FOR LEGISLATION TO:

Finance Committee
Council Committee

REQUEST LEGISLATION FOR:

January 20, 2015
Council Meeting Date

DEPARTMENT REQUESTING LEGISLATION:

Keith A. Dylewski, City Engineer
Department Head

MAYOR'S APPROVAL:

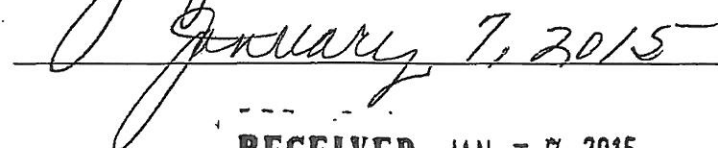

Mayor

Date:

AVAILABILITY OF FINANCES:


Auditor

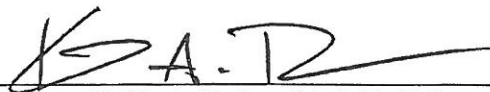
Date:


January 7, 2015

RECEIVED JAN - 7 2015


SUBJECT OF REQUESTED LEGISLATION:

Please appropriate \$103,000.00 from the unappropriated balance of the 1414 Collection System Improvement fund to account 1414-610-2515 for Levee Infrastructure Improvement Project. These funds were inadvertently liquidated at the end of 2014 and are needed to close out the project.

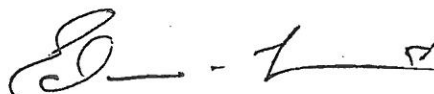


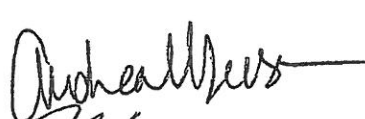
Keith A. Dylewski, P.E., P.S.
City Engineer

Date Given to Auditor:

1-7-14

Date Given to Council Clerk:

 1/12/15

 1/12/15

 1-12-15

Ord. #8

REQUEST FOR LEGISLATION TO:

Finance

Council Committee

REQUEST LEGISLATION FOR:

2-19-15

Council Meeting Date

DEPARTMENT REQUESTING LEGISLATION:

Administration

Department Head

MAYOR'S APPROVAL:

[Signature]
Mayor

January 5, 2015
Date

AVAILABILITY OF FINANCES:

(If legislation is for Finance Committee)

[Signature]
Auditor

1/6/2015
Date

SUBJECT OF REQUESTED LEGISLATION:

RECEIVED JAN - 6 2015

Dr

Please appropriate from the unappropriated balance of the Summer Concert Fund the following:

1212.505.2410 Summer Concert Series Supplies \$6,000.00

1212.505.2392 Summer Concert Series \$30,000.00

REQUEST GIVEN TO AUDITOR:

1-5-14

REQUEST GIVEN TO COUNCIL:

[Signature] 1/12/15
Archival 1/12/15
[Signature] 1-12-15

Ord. # 8