

**MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT**

**DATE: MONDAY, MAY 21, 2018
PLACE: COUNCIL CHAMBERS
TIME: 6:30 P.M.**

**THERE WILL BE A PUBLIC HEARING TONIGHT
6:00 P.M.
CDBG PROPOSED PROGRAM BUDGET**

- 1. ROLL CALL**
- 2. INVOCATION BY COUNCILWOMAN MEGAN STARRETT**
- 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. 49 – 2018

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

ORDINANCE NO. 50 – 2018

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE amending Chapter 521 "HEALTH, SAFETY AND SANITATION" of the Codified Ordinances of the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 51 – 2018

BY: PUBLIC UTILITIES COMMITTEE

AN ORDINANCE repealing Ordinance No. 145 – 2016 and enacting a new Ordinance that provides for water service to be furnished by Aqua Ohio, Inc. to the City of Massillon, Ohio, and the habitants thereof, and to regulate the rates under which water service shall be furnished in the City of Massillon, Ohio, for and during the period of June 1, 2018 through December 31, 2021, and declaring an emergency.

ORDINANCE NO. 52 – 2018

BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the addition and renovations for Fire Station No. 3, and declaring an emergency.

ORDINANCE NO. 53 – 2018

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the 2018 CDBG Target Neighborhood Resurfacing Program in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 54 – 2018

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the Richville Drive S.E. Improvement Project, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 55 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a two-year contract between the City of Massillon, Ohio and the Board of Stark County Commissioners for Stark County Jail Housing, and declaring an emergency.

ORDINANCE NO. 56 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract with DeHoff Realtors to represent the City of Massillon, Ohio, as our exclusive agent for the sale of commercial properties, and declaring an emergency.

ORDINANCE NO. 57 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1100 General Fund, for the year ending December 31, 2018, and declaring an emergency.

ORDINANCE NO. 58 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1238 Probation Fund, for the year ending December 31, 2018, and declaring an emergency.

ORDINANCE NO. 59 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1429 Inn at University Village Infrastructure Fund and the 1424 Freshmark Infrastructure Fund, for the year ending December 31, 2018, and declaring an emergency.

ORDINANCE NO. 60 – 2018

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the 1234 Parks and Recreation Fund, for the year ending December 31, 2018, and declaring an emergency.

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- 7. UNFINISHED BUSINESS**
 - 8. PETITIONS AND GENERAL COMMUNICATIONS**
 - 9. BILLS, ACCOUNTS AND CLAIMS**
 - 10. REPORTS FROM CITY OFFICIALS**
 - Treasurer's Report - April 2018
 - 11. REPORTS OF COMMITTEES**
 - 12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER**
 - 13. CALL OF THE CALENDAR**
 - 14. THIRD READING ORDINANCES AND RESOLUTIONS**
 - 15. SECOND READING ORDINANCES AND RESOLUTIONS**

ORDINANCE NO. 44 – 2018

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES of Ordinance No. 127 – 1997 by enacting an increase to the Class Grade pay schedule within the 415 BUILDING DEPARTMENT, in the City of Massillon, Ohio, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

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

18. ADJOURNMENT

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 49 – 2018

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974 (which title is hereunder referred to as the "Act") and the regulations promulgated thereunder (24 CFR Parts 58 and 570, hereunder referred to as the "Regulations") is authorized to make block grants to units of general local government to help finance housing and community development programs (which grants are hereinafter to as "CDBG" grants); and

WHEREAS, the City of Massillon proposes to apply for such a grant for Fiscal Year 2018 and has, in that connection and as required by and pursuant to the Act and Regulations, prepared a Consolidated Plan for community development, including a strategic plan for meeting its housing and community development needs, and an annual action plan describing the activities that the City proposes to undertake with CDBG funds; and

WHEREAS, the City of Massillon has developed and implemented a citizen participation plan to make information available to citizens, public agencies, and others on the various elements of CDBG program; to encourage participation of citizens and organizations representing citizens, particularly low and moderate income citizens, in the development of the Consolidated Plan; to hold public meetings on the Plan and proposed CDBG Budget and to provide timely and adequate notice of such meetings; and to provide technical assistance to citizens and citizen groups requesting assistance to adequately participate in the planning, implementation, and evaluation of the Consolidated Plan and CDBG Program; and

WHEREAS, the Council has duly reviewed and considered the Consolidated Plan and Annual Action Plan, along with the views and proposals of citizens, and the comments and recommendations of the City's administrative and planning officials.

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

Section 1:

This Council hereby finds and determines that the Consolidated Plan and Annual Action Plan properly and adequately identifies the City's housing and community development needs and objectives; and that the programs and activities to be undertaken by the City with CDBG funds as provided for under the Act for the 2018 Program Year have been designed so as to give maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, so as to achieve the national objectives of the CDBG program which are to develop viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for low and moderate income persons; and for these reasons, this Council approves said Plan.

Section 2:

That the Mayor, being the chief executive officer of the City of Massillon, is hereby designated as the authorized representative of the City, to act in connection with the City's application for CDBG funds, and to provide such additional information, as well as to execute and file such additional documentation or certifications as may be required by the Secretary or by other responsible agencies in connection with the application.

Section 3:

That this Council hereby finds and determines that the City in preparing its application for CDBG funds, has complied with the applicable requirements of the Act and Regulations, and that this Council hereby approves the Annual Action Plan and authorizes the Mayor to execute and file the application, together with all related documentation, with the Secretary.

Section 4:

That this Council hereby directs that the City of Massillon is carrying out its CDBG funded activities, continue to comply with applicable requirements of the Act and Regulations and with other applicable laws including civil rights, equal opportunity and fair housing, citizens participation, real property acquisition and relocation, environmental protection, fair labor standards, and the requirement of giving maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, and this Council authorizes the Mayor to execute and file with the Secretary certifications in such form as the Secretary may prescribe, which will provide assurances concerning these foregoing matters, and concerning other matters as may be required by the Secretary in connection with carrying out the City's CDBG program.

Section 5:

That this Council hereby authorizes the Mayor to consent to assume the status of a responsible Federal official under the National Environmental Police Act of 1969, insofar as the provision of such act applies to the Secretary's responsibilities for environmental review, decision making, and action to be assumed and carried out by the Mayor, and authorizes the Mayor to consent, on behalf of the City, to accept the jurisdiction of the Federal Courts for the purposes of carrying out the CDBG program; and furthermore, that this Council hereby authorizes the Mayor to execute and file such other documents and take such other actions in connection with the environmental review process as may be required by the Act and Regulations.

Section 6:

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2018

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED:

KATHY CATAZARO-PERRY, MAYOR

FY 2018 CDBG **PROPOSED** PROGRAM BUDGET
CITY OF MASSILLON, OHIO

CDBG PROGRAM FUNDING RESOURCES

FY 2018

CDBG Entitlement Grant from U. S Department of HUD	\$ 650,955.00
Unallocated Balance from previous years	\$ 7,346.00
Estimated Program Income to be Received during Program Year	\$ 1,500.00
FY 2018 CDBG PROGRAM BUDGET	\$ 659,801.00

Project Name

Description

FY 2018

CITY OF MASSILLON CDBG ACTIVITIES

City Housing Program	Housing Rehabilitation/Emergency Home Repair Program	\$ 212,400.00
Housing Code Enforcement	Code Enforcement in Low Income Neighborhoods/Target Areas	\$ 29,951.00
Target Street Program	Repaving of Streets within designated Low Income Residential Neighborhoods Target Areas	\$ 118,950.00
Planning, Administration, Fair Housing	Community Development and Fair Housing	\$ 122,500.00
Clearance or Demolition of Buildings/Improvements	Acquisition/Disposition Downtown Buildings	\$ 35,000.00
Downtown Street Improvements	Streetscaping	\$ 46,500.00
CITY OF MASSILLON CDBG ACTIVITIES TOTAL		\$ 565,301.00

LOCAL AGENCY PROJECTS

Boys and Girls Club Massillon	Be Great Graduate Program	\$ 10,000.00
CommQuest	Homeless Family Living Shelter	\$ 10,000.00
Domestic Violence Project	Shelter for Domestic Violence Victims	\$ 10,000.00
Faith In Action	In-Home Caregivers For Elderly	\$ 8,000.00
Habitat For Humanity	Property Acquisitions/Demolition	\$ 10,000.00
Make A Way	Support - Various Disabilities Persons	\$ 5,500.00
Meals on Wheels	Feeding Massillon Seniors	\$ 5,000.00
Salvation Army of Massillon	Service - Homeless & Family Crisis	\$ 10,000.00
Westark Family Services	Homemaker Services - Elderly /Handica	\$ 10,000.00
Stark County Mental Health & Addiction	Stark County Centralized Intake&Coordinated Assessment	\$ 10,000.00
Canton Ex-Newsboys Assoc.	No Child Shall Miss School for the Need of Shoes or Clothing	\$ 6,000.00
LOCAL AGENCY PROJECTS TOTAL		\$ 94,500.00

TOTAL ACTIVITIES AND PROGRAMS CDBG:

\$ 659,801.00

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 50 – 2018

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Chapter 521 "HEALTH, SAFETY AND SANITATION" of the Codified Ordinances of the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

Chapter 521 "HEALTH, SAFETY AND SANITATION" of the Codified Ordinances of the City of Massillon, Ohio, is hereby amended.

Section 2:

Said amendments are set forth on the attached Exhibit "A" contained therein.

Section 3:

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

Section 4:

That this Ordinance is 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 to institute changes. 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 _____, 2018

ATTEST: _____
DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

521.04 SIDEWALK OBSTRUCTIONS; DAMAGE OR INJURY.

GENERAL:

1.

(a) No person shall place or knowingly drop upon any part of a sidewalk, playground or other public place any tacks, bottles, wire, glass, nails or other articles which may damage property of another or injure any person or animal traveling along or upon such sidewalk or playground.

(b) No person shall walk on, or allow any animal upon, or injure or deface in any way, any soft or newly laid sidewalk pavement.

(c) No person shall place, deposit or maintain any merchandise, goods, material or equipment upon any sidewalk so as to obstruct pedestrian traffic thereon except for such reasonable time as may be actually necessary for the delivery or pickup of such articles. In no such case shall the obstruction remain on such sidewalk for more than one hour.

(d) No person shall unload upon, or transport any heavy merchandise, goods, material or equipment over or across any sidewalk or curb without first placing some sufficient protection over the pavement to protect against damage or injury. The affected area shall be rendered safe and free from danger.

(e) No person shall allow any cellar or trap door, coal chute or elevator or lift opening in any sidewalk to remain open without providing suitable safeguards to protect and warn pedestrian traffic of the dangerous condition.

(f) ~~Owners / agents must be aware of~~ and comply with Chapter 1307.03 section (b).

(g) Whoever violates this section is guilty of a minor misdemeanor.

2.

Retail / Restaurant / Coffee Shops Etc. / Liquor Establishments:

The establishments listed above may use a portion of the sidewalks adjoining their Business properties providing the following standards are complied with.

- In all cases there shall be a minimum of six (6) feet clearance from the closest obstruction IE: light poles near the curb to approved use areas in all cases.

- Retailers placing objects outside shall only have items on the sidewalk that are for sale, and these items shall only be outside during normal business hours. (see item (c) in above) There shall be no items offered for sale outside between December 1, - March 1, of the calendar year.

Restaurants / Coffee Shops Etc.:

- Tables and chairs must be kept secured so that they cannot encroach into the six (6) foot clearance. All furniture must be removed from the sidewalks, (patio areas) between December 1, - March 1, of the calendar year. (If fencing is to be installed it must comply with the requirements for Restaurants with Liquor Permits.)
- Any items offered for sale must comply with the retail section above

Restaurants with Liquor Permits / Liquor Establishments.

- These establishments must have applied and be approved for expansion from the Ohio Department of Liquor Control. The approved expansion permit must be available to City Officials upon request.
- The barrier / enclosure for outdoors on sidewalks required in the expansion permit must meet the minimum standards listed below and a fencing permit applied for and approved from the Massillon Building Department.
 - The area shall be fenced at a height of 36-48 inches with metal fencing, black in color.
 - All fencing shall be properly maintained with no visible signs of rust or deterioration and shall be secured so as not encroach into the six (6) foot clearance.
 - If gates are provided the gate must be marked EMERGENCY EXIT and not be locked from the inside unless equipped with an obvious emergency release. These areas are not permitted to exit through the business establishment.
 - Any lighting attached to the fence or within the fenced area shall be Low Voltage, White in Color, and must plugged directly into a GFI electrical outlet. (No Extension Cords are permitted.)
 - Tables and chairs must be kept secured so that they cannot encroach into the six (6) foot clearance.
 - All furniture must be removed from the sidewalks, (patio areas) between December 1, - March 1, of the calendar year.
 - Any items offered for sale must comply with the retail section above.

DATE: May 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 51 – 2018

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance 145-2016 and enacting a new Ordinance that provides for water service to be furnished by Aqua Ohio, Inc. to the City of Massillon, Ohio, and the inhabitants thereof, and to regulate the rates under which water service shall be furnished in the City of Massillon, Ohio, for and during the period from June 1, 2018 through December 31, 2021, and declaring an emergency.

WHEREAS, Aqua Ohio, Inc., its successors and assigns (hereinafter called the ~~Company~~) shall be bound to furnish such water as it shall hereafter furnish for public and private consumption within the City of Massillon, Ohio (hereinafter called the City), for and during the term from June 1, 2018 through December 31, 2021, upon the terms and conditions hereinafter set forth:

WHEREAS, Aqua Ohio, Inc. now owns and operates a water supply plant in said City and the Company enjoys the right and privileges of using the streets and public highways for the location, operation, maintenance and existence of its mains, services and other appurtenances; and

WHEREAS, the City and the inhabitants thereof are now and have been receiving water service from said Company, all property, plants, distribution mains and equipment of which Company now used and useful in the furnishing of said water service, and the legal title to the same, as well as any equipment or extensions which may hereafter be placed in said City by said Company, its successors and assigns;

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

Section 1:

In consideration of the covenants of the City and the Company as hereinafter contained, the following terms and conditions are declared and made effective relative to the supplying of such water service. In the event that the City shall levy, assess or impose any new privileges, occupation, franchise or excise tax, or shall increase any such taxes presently existing against the Company at any time during the period which this Ordinance shall be in force, then the rates fixed in Section 2 hereof be so increased by the Company by filing a new schedule as to provide sufficient additional revenue to cover such new or additional tax or taxes provided, however, that if the City shall propose an alternative schedule of additional rates acceptable to the Company which would yield the requisite revenue, such alternative schedule shall control. In either event, the new and increased schedule shall become effective on all bills rendered after the effective date for such new tax or taxes.

Section 2:

In consideration of the above, the parties hereto agree that the Company, for the services described, shall charge for water furnished during the period from June 1, 2018 through December 31, 2021, the following rates on all bills rendered:

DIVISION A
MEASURED OR METERED SERVICE RATE SCHEDULE

	Monthly Charge For Water Delivered (Per 100 cu. ft.)					
Effective Date	1/1/17	1/1/18	6/1/18	1/1/19	1/1/20	1/1/21
First 5,000 cu. ft.	\$4.93	\$5.09	\$4.93	\$5.26	\$5.43	\$5.61
Next 10,000 cu. ft.	\$3.85	\$3.98	\$3.85	\$4.11	\$4.24	\$4.38
Above 15,000 cu. ft.	\$2.16	\$2.23	\$2.16	\$2.30	\$2.37	\$2.45

	Monthly Charge Based On Meter Size					
Meter Size	Effective Date					
	1/1/17	1/1/18	6/1/18	1/1/19	1/1/20	1/1/21
5/8" x 3/4"	\$13.34	\$13.77	\$13.34	\$14.22	\$14.68	\$15.16
3/4"	\$14.64	\$15.12	\$14.64	\$15.61	\$16.12	\$16.64
1"	\$18.66	\$19.27	\$18.66	\$19.90	\$20.55	\$21.22
1 1/2"	\$23.97	\$24.75	\$23.97	\$25.55	\$26.38	\$27.24
2"	\$38.65	\$39.91	\$38.65	\$41.21	\$42.55	\$43.93
3"	\$146.54	\$151.30	\$146.54	\$156.22	\$161.30	\$166.54
4"	\$186.45	\$192.50	\$186.45	\$198.75	\$205.20	\$211.86
6"	\$279.76	\$288.85	\$279.76	\$298.24	\$307.93	\$317.94

ACCOUNT ACTIVATION FEE: An account activation charge of Thirty Five Dollars (\$35.00) will be charged for a service connection during the Company's regular business hours.

LATE PAYMENT FEE: The customer will be charged a late payment fee of five percent (5%) if bill payment is paid after the past due date as specified on the customer bill.

DISHONORED CHECKS: When a check that has been received as payment for service is returned by the bank unpaid, a charge of twenty dollars (\$20.00) will be assessed to cover the cost of processing this transaction. The charge for the dishonored check may be reflected at the Company's option when the Company returns the dishonored check or may be charged on the customer's next billing.

RECONNECTION FEE: Reconnection fees as defined in the Company's Tariff Section 3-2, First Revised Sheet No. 3, Item 12(b) and Section 3-6, Original Sheet No. 4, Item 10(a) are:

Reconnection Fee during regular business hours.....\$55.00
 Reconnection Fee other than during regular business hours..... \$170.00

DIVISION B
PRIVATE FIRE PROTECTION RATE SCHEDULE

	Monthly Charges For Hose Connections and Hydrants					
Size	Effective Date					
	1/1/17	1/1/18	6/1/18	1/1/19	1/1/20	1/1/21
1 ¼"	\$14.55	\$15.02	\$14.55	\$15.51	\$16.01	\$16.53
1 ½"	\$18.21	\$18.80	\$18.21	\$19.41	\$20.04	\$20.69
2"	\$22.79	\$23.53	\$22.79	\$24.29	\$25.08	\$25.90
2 ½"	\$26.42	\$27.28	\$26.42	\$28.17	\$29.09	\$30.04
Private Hydrant	\$55.32	\$57.12	\$55.32	\$58.98	\$60.90	\$62.88

	Monthly Charges for Automatic Sprinklers						
Size	Floor Space (sq.ft.)	Effective Date					
		1/1/17	1/1/18	6/1/18	1/1/19	1/1/20	1/1/21
2"	5,000 or less	\$45.31	\$46.78	\$45.31	\$48.30	\$49.87	\$51.49
4"	10,000 or less	\$68.11	\$70.32	\$68.11	\$72.61	\$74.97	\$77.41
6"	20,000 or less	\$95.31	\$98.41	\$95.31	\$101.61	\$104.91	\$108.32
Additional	Per 1,000	\$2.66	\$2.75	\$2.66	\$2.84	\$2.93	\$3.03

LATE PAYMENT FEE: The customer will be charged a late payment fee of five percent (5%) if bill payment is paid after the past due date as specified on the customer bill.

DISHONORED CHECKS: When a check that has been received as payment for service is returned by the bank unpaid, a charge of twenty dollars (\$20.00) will be assessed to cover the cost of processing this transaction. The charge for the dishonored check may be reflected at the Company's option when the Company returns the dishonored check or may be charged on the customer's next billing.

DIVISION C
PUBLIC FIRE PROTECTION SERVICE RATE

Any and all charges for the operation and maintenance of all public fire plugs or hydrants now or hereafter installed and to be used for fire protection purposes only are provided for and included in Division A - Measured or Metered Service Rate Schedule.

DIVISION D
BULK WATER SALES

For sales of bulk water at Company-designated connections, a customer shall the rates shown in the table below per thousand (1,000) gallons delivered. In addition, the customer shall pay a bulk water permit fee based upon the Company's costs incurred for bulk water connection and metering accommodations.

Bulk Water Rates (Per 1,000 Gallons)					
Effective Date					
1/1/17	1/1/18	6/1/18	1/1/19	1/1/20	1/1/21
\$13.65	\$14.09	\$13.65	\$14.55	\$15.02	\$15.51

DIVISION E
CUSTOMER IMPACT FEE

Prior to any new service connection to a water line operated by the Company, the customer shall pay a customer impact fee as follows:

Meter Size	Customer Impact Fee
5/8" x 3/4"	\$1,200.00
1"	\$3,060.00
1-1/2"	\$6,900.00
2" or larger	\$12,240.00

Section 3:

If, during the term of this Ordinance, the City desires that the Company expand or construct improvements beyond those planned by the Company and beyond any improvements which the Company has agreed to implement, the City may request negotiations with the Company for adjustment of the rates set forth herein to facilitate such improvements.

If, following June 1, 2018, (a) the Company's rate of return on rate base (as determined in accordance with Ohio Revised Code Chapter 4909) for its Stark Regional Division falls one percentage point or more below any such return then in effect for any of the Company's districts established by the Ohio Public Utilities Commission and (b) events beyond the control of the Company have contributed to such lowered return, then the City and the Company shall renegotiate the rates set forth in Section 5 hereof. If renegotiated rates have not been reached within sixty (60) days after such negotiations are requested, the Company may apply to the Ohio Public Utilities Commission for a rate determination for its Stark Regional Division in the same manner as if the City had not set rates as provided in Ohio Revised Code Section 4909.35. For purposes hereof, increased Company personnel compensation costs shall not be deemed an event beyond the Company's control.

Section 4:

The Company's rates and service shall comply with Aqua Ohio, Inc., Stark Regional Division Master Tariff P.U.C.O. No. 1, as amended and revised from time to time, provided, however, any conflicting provisions of this Ordinance shall supersede said Tariff and, furthermore, the Company will not collect or charge a related facilities fee (rather, the Company will collect the Customer Impact Fee set forth herein above).

Section 5:

This contract and the rates herein provided for shall continue and be in force for a period from June 1, 2018 through December 31, 2021, and until canceled by either the City or the Company upon sixty (60) days written notice.

Section 6:

This Ordinance and the written acceptance thereof by the Company filed in the office either of the Clerk of Council or the Auditor of the city, after its passage and approval by the Mayor, shall constitute a contract between the City and the Company pursuant to and by virtue of Sections 4 and 5 of the Article XVIII of the Constitution of Ohio.

Section 7:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the additional reason that Aqua Ohio, Inc. would like to reduce water rates effective June 1, 2018. 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 _____, 2018

ATTEST: _____

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 52 – 2018

BY: POLICE AND FIRE 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 to enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the addition and renovations for Fire Station No. 3, 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 necessary in the public health, safety and welfare for 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, with lowest and best bidder, upon the approval of the Board of Control, for the addition and renovations for Fire Station No. 3.

Section 2:

The Director of Public Service and Safety is hereby authorized and directed to advertise for and receive sealed bids and enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the addition and renovations for Fire Station No. 3. The approximate construction cost set at \$713,884, plus 5% contingency set aside.

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.

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 53 – 2018

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the 2018 CDBG Target Neighborhood Resurfacing Program in the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it necessary in the public health, safety and welfare for 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, with lowest and best bidder, upon the approval of the Board of Control, for the 2018 CDBG Target Neighborhood Resurfacing Program in the City of Massillon, Ohio.

Section 2:

The Director of Public Service and Safety is hereby authorized and directed to advertise for and receive sealed bids and enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the 2018 CDBG Target Neighborhood Resurfacing Program in the City of Massillon, Ohio. The estimated cost of said project is \$117,000.00. Said streets targeted for resurfacing are attached hereto as Exhibit "A".

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the community and for the additional reason to allow the project to move forward 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 _____, 2018

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED:

KATHY CATAZARO-PERRY, MAYOR

2018 TARGET STREETS

MILL AND FILL 1 1/2"

WARD STREET NAME

FROM

TO

2 CHARLES AVE SE	SE	ERIE ST S	1ST ST SE
2 4TH ST NE	NE	SHEFFIELD AVE NE	DELAWARE AVE NE
2 4TH ST NE	NE	DELAWARE AVE NE	INDIANA AVE NE
2 DELAWARE AVE NE	NE	3RD ST NE	4TH ST NE
2 INDIANA AVE NE	NE	END	3RD ST NE
2 INDIANA AVE NE	NE	3RD ST NE	4TH ST NE
3 18TH ST SE	SE	TREMONT AVE SE	VERMONT AVE SE
3 18TH ST SE	SE	VERMONT AVE SE	MASSACHUSETTS AVE SE
3 18TH ST SE	SE	MASSACHUSETTS AVE SE	CONNECTICUT AVE SE

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 54 – 2018

BY: STREETS, HIGHWAYS, TRAFFIC AND SAFETY COMMITTEE

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

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it necessary in the public health, safety and welfare for 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, with lowest and best bidder, upon the approval of the Board of Control, for the Richville Drive S.E. Improvement Project.

Section 2:

The Director of Public Service and Safety is hereby authorized and directed to advertise for and receive sealed bids and enter into a contract with the lowest and best bidder, upon the approval of the Board of Control, for the Richville Drive S.E. Improvement Project. The Project extends from US 30 to 16th St. S.E. This is a joint project with Stark County. The project cost estimate is \$1,581,072.00 and the City has received a grant from the Ohio Public Works Commission (OPWC) for this project, application for financial assistance attached hereto as Exhibit "A", and the City cost share for the project is projected to be \$253,584.

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the community and for the additional reason to allow the project to move forward 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 _____, 2018

ATTEST: _____
DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY GATAZARO-PERRY, MAYOR



State of Ohio
Public Works Commission
Application for Financial Assistance

IMPORTANT: Please consult "Instructions for Financial Assistance for Capital Infrastructure Projects" for guidance in completion of this form.

Applicant

Applicant: City of Massillon / Stark County Subdivision Code: 151-48244

District Number: 19 County: Stark Date: 09/12/2016

Contact: David Krock, P.E. Phone: (330) 350-0521
 (The individual who will be available during business hours and who can best answer or coordinate the response to questions)

Email: David.Krock@ohm-advisors.com FAX: (440) 546-1059

Project

Project Name: Richville Drive SE Improvement Project Zip Code: 44646

Subdivision Type (Select one)	Project Type (Select single largest component by \$)	Funding Request Summary (Automatically populates from page 2)	
<input type="checkbox"/> 1. County	<input checked="" type="checkbox"/> 1. Road	Total Project Cost:	<u>1,581,072 .00</u>
<input checked="" type="checkbox"/> 2. City	<input type="checkbox"/> 2. Bridge/Culvert	1. Grant:	<u>935,995 .00</u>
<input type="checkbox"/> 3. Township	<input type="checkbox"/> 3. Water Supply	2. Loan:	<u>233,998 .00</u>
<input type="checkbox"/> 4. Village	<input type="checkbox"/> 4. Wastewater	3. Loan Assistance/ Credit Enhancement:	<u>0 .00</u>
<input type="checkbox"/> 5. Water (6119 Water District)	<input type="checkbox"/> 5. Solid Waste	Funding Requested:	<u>1,169,993 .00</u>
	<input type="checkbox"/> 6. Stormwater		

District Recommendation (To be completed by the District Committee)

Funding Type Requested (Select one)	SCIP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> State Capital Improvement Program	RLP Loan - Rate: _____ % Term: _____ Yrs	Amount: _____ .00
<input type="checkbox"/> Local Transportation Improvement Program	Grant:	Amount: _____ .00
<input type="checkbox"/> Revolving Loan Program	LTIP:	Amount: _____ .00
<input type="checkbox"/> Small Government Program	Loan Assistance / Credit Enhancement:	Amount: _____ .00
District SG Priority: _____		

For OPWC Use Only

STATUS	Grant Amount: _____ .00	Loan Type: <input type="checkbox"/> SCIP <input type="checkbox"/> RLP
Project Number: _____	Loan Amount: _____ .00	Date Construction End: _____
	Total Funding: _____ .00	Date Maturity: _____
Release Date: _____	Local Participation: _____ %	Rate: _____ %
OPWC Approval: _____	OPWC Participation: _____ %	Term: _____ Yrs

1.0 Project Financial Information (All Costs Rounded to Nearest Dollar)

1.1 Project Estimated Costs

Engineering Services

Preliminary Design:	<u>0</u>	.00	
Final Design:	<u>18,072</u>	.00	
Construction Administration:	<u>12,000</u>	.00	
Total Engineering Services:	a.) <u>30,072</u>	.00	<u>2</u> %
Right of Way:	b.) _____	.00	
Construction:	c.) <u>1,551,000</u>	.00	
Materials Purchased Directly:	d.) _____	.00	
Permits, Advertising, Legal:	e.) _____	.00	
Construction Contingencies:	f.) _____	.00	<u>0</u> %
Total Estimated Costs:	g.) <u>1,581,072</u>	.00	

1.2 Project Financial Resources

Local Resources

Local In-Kind or Force Account:	a.) <u>30,072</u>	.00	
Local Revenues:	b.) <u>253,584</u>	.00	
Other Public Revenues:	c.) _____	.00	
ODOT / FHWA PID: _____	d.) _____	.00	
USDA Rural Development:	e.) _____	.00	
OEPA / OWDA:	f.) _____	.00	
CDBG:	g.) _____	.00	
<input type="checkbox"/> County Entitlement or Community Dev. "Formula"			
<input type="checkbox"/> Department of Development			
Other: <u>Stark County</u>	h.) <u>127,423</u>	.00	
Subtotal Local Resources:	i.) <u>411,079</u>	.00	<u>26</u> %

OPWC Funds (Check all requested and enter Amount)

Grant: <u>80</u> % of OPWC Funds	j.) <u>935,995</u>	.00	
Loan: <u>20</u> % of OPWC Funds	k.) <u>233,998</u>	.00	
Loan Assistance / Credit Enhancement:	l.) <u>0</u>	.00	
Subtotal OPWC Funds:	m.) <u>1,169,993</u>	.00	<u>74</u> %
Total Financial Resources:	n.) <u>1,581,072</u>	.00	<u>100</u> %

1.3 Availability of Local Funds

Attach a statement signed by the Chief Financial Officer listed in section 5.2 certifying all local resources required for the project will be available on or before the earliest date listed in the Project Schedule section. The OPWC Agreement will not be released until the local resources are certified. Failure to meet local share may result in termination of the project. Applicant needs to provide written confirmation for funds coming from other funding sources.

2.0 Repair / Replacement or New / Expansion

2.1 Total Portion of Project Repair / Replacement:	<u>1,513,176 .00</u>	<u>96</u> %	<div>A Farmland Preservation letter is required for any impact to farmland</div>
2.2 Total Portion of Project New / Expansion:	<u>67,896 .00</u>	<u>4</u> %	
2.3 Total Project:	<u>1,581,072 .00</u>	<u>100</u> %	

3.0 Project Schedule

3.1 Engineering / Design / Right of Way	Begin Date: <u>08/01/2015</u>	End Date: <u>09/15/2017</u>
3.2 Bid Advertisement and Award	Begin Date: <u>06/01/2018</u>	End Date: <u>07/01/2018</u>
3.3 Construction	Begin Date: <u>08/01/2018</u>	End Date: <u>10/01/2018</u>

~~Construction cannot begin prior to release of executed Project Agreement and issuance of Notice to Proceed.~~

Failure to meet project schedule may result in termination of agreement for approved projects. Modification of dates must be requested in writing by project official of record and approved by the Commission once the Project Agreement has been executed.

4.0 Project Information

If the project is multi-jurisdictional, information must be consolidated in this section.

4.1 Useful Life / Cost Estimate / Age of Infrastructure

Project Useful Life: 20 Years Age: 2005 (Year built or year of last major improvement)

Attach Registered Professional Engineer's statement, with seal or stamp and signature confirming the project's useful life indicated above and detailed cost estimate.

4.2 User Information

Road or Bridge: Current ADT 8,700 Year 2013 Projected ADT 9,100 Year 2020

Water / Wastewater: Based on monthly usage of 4,500 gallons per household; attach current ordinances.

Residential Water Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Residential Wastewater Rate Current \$ _____ Proposed \$ _____

Number of households served: _____

Stormwater: Number of households served: _____

4.3 Project Description

- A: SPECIFIC LOCATION (Supply a written location description that includes the project termini; a map does not replace this requirement.) 500 character limit.

Project begins on Richville Drive, approximately 70' SW of the intersection with Southway Drive, and continues SSW to the intersection with Rt 30 Westbound on-ramp.

Begin Work: 40.783406, -81.499531

End Work: 40.764972, -81.480614

- B: PROJECT COMPONENTS (Describe the specific work to be completed; the engineer's estimate does not replace this requirement) 1,000 character limit.

Work shall include pavement planing and new asphalt surface course, grading along shoulders/behind curbing to the existing ditch line. Sections of Richville roadway will include widening to 25'; new asphalt pavement, drive apron reconstruction, drive culverts, and minor earthwork.

- C: PHYSICAL DIMENSIONS (Describe the physical dimensions of the existing facility and the proposed facility. Include length, width, quantity and sizes, mgd capacity, etc in detail.) 500 character limit.

Richville Drive SW, approximately 8,775 LF in length with variable width of 20'-25', resulting in approximately 26,200 SY of pavement.

5.0 Project Officials

Changes in Project Officials must be submitted in writing from an officer of record.

5.1 Chief Executive Officer (Person authorized in legislation to sign project agreements)

Name: Katherine Catazaro-Perry
Title: Mayor
Address: 151 Lincoln Way East

City: Massillon State: OH Zip: 44646
Phone: (330) 830-1700
FAX: (330) 830-1764
E-Mail: mayorkathy@massillonohio.com

5.2 Chief Financial Officer (Can not also serve as CEO)

Name: Jayne Ferrero
Title: Auditor
Address: One James Duncan Plaza

City: Massillon State: OH Zip: 44646
Phone: (330) 830-1706
FAX: (330) 830-1776
E-Mail: auditor@massillonohio.com

5.3 Project Manager

Name: David Krock, P.E.
Title: City Engineer
Address: 151 Lincoln Way East

City: Massillon State: OH Zip: 44646
Phone: (330) 350-0521
FAX: (440) 546-1059
E-Mail: David.Krock@ohm-advisors.com

6.0 Attachments / Completeness review

Confirm in the boxes below that each item listed is attached (Check each box)

- ☒ A certified copy of the legislation by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 7.0, Applicant Certification, below.
- ☒ A certification signed by the applicant's chief financial officer stating the amount of all local share funds required for the project will be available on or before the dates listed in the Project Schedule section. If the application involves a request for loan (RLP or SCIP), a certification signed by the CFO which identifies a specific revenue source for repaying the loan also must be attached. Both certifications can be accomplished in the same letter.
- ☒ A registered professional engineer's detailed cost estimate and useful life statement, as required in 164-1-13, 164-1-14, and 164-1-16 of the Ohio Administrative Code. Estimates shall contain an engineer's seal or stamp and signature.
- ☒ A cooperative agreement (if the project involves more than one subdivision or district) which identifies the fiscal and administrative responsibilities of each participant.
- ☐ Farmland Preservation Review - The Governor's Executive Order 98-IV, "Ohio Farmland Protection Policy" requires the Commission to establish guidelines on how it will take protection of productive agricultural and grazing land into account in its funding decision making process. Please include a Farmland Preservation statement for projects that have an impact on farmland.
- ☒ Capital Improvements Report. CIR Required by O.R.C. Chapter 164.06 on standard form.
- ☒ Supporting Documentation: Materials such as additional project description, photographs, economic impact (temporary and/or full time jobs likely to be created as a result of the project), accident reports, impact on school zones, and other information to assist your district committee in ranking your project. Be sure to include supplements which may be required by your local District Public Works Integrating Committee.

7.0 Applicant Certification

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission as identified in the attached legislation; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that physical construction on the project as defined in the application has NOT begun, and will not begin until a Project Agreement for this project has been executed with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding from the project.

Kathy Catanzaro-Corby, Mayor
Certifying Representative (Printed Name, Type or Print Name and Title)
Kathy Catanzaro-Corby September 12, 2017
Original Signature / Date Signed

2017 Richville Dr SE Improvement Project

Item No.	Item Description	Contract Quantity	Unit	Unit Price Material	Unit Price Labor	Total Unit Price	Total Cost
ROADWAY							
201	Clearing and Grubbing	1.00	LUMP SUM	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00
202	Pipe Removed	300.00	L.F.	\$5.00	\$10.00	\$15.00	\$4,500.00
202	Structure Removed	2.00	EACH	\$250.00	\$250.00	\$500.00	\$1,000.00
203	Excavation Including Roadway	3329.70	C.Y.	\$0.00	\$25.00	\$25.00	\$83,242.50
203	Embankment	1227.30	C.Y.	\$25.00	\$15.00	\$40.00	\$49,092.00
204	Subgrade Compaction	8582.00	S.Y.	\$2.00	\$2.00	\$4.00	\$34,328.00
204	Proof Rolling	16.00	HOURS	\$0.00	\$150.00	\$150.00	\$2,400.00
TOTAL ROADWAY							\$179,562.50
EROSION CONTROL							
207SPEC	Erosion Control	1.00	LUMP SUM	\$12,000.00	\$10,000.00	\$22,000.00	\$22,000.00
659SPEC	Topsoil, Seeding and Mulching	1.00	LUMP SUM	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
TOTAL EROSION CONTROL							\$52,000.00
PAVEMENT							
251	Partial Depth Pavement Repair	300.00	S.Y.	\$45.00	\$15.00	\$60.00	\$18,000.00
253	Full Depth Pavement Repair	300.00	S.Y.	\$90.00	\$25.00	\$115.00	\$34,500.00
254	Pavement Planning	30313.00	S.Y.	\$0.00	\$1.75	\$1.75	\$53,047.75
301	Asphalt Concrete Base	1339.00	C.Y.	\$80.00	\$35.00	\$115.00	\$153,985.00
304	Aggregate Base	895.00	C.Y.	\$20.00	\$25.00	\$45.00	\$40,275.00
407	Tack Coat	2586.00	GAL.	\$1.00	\$2.00	\$3.00	\$7,758.00
441	Asphalt Concrete Intermediate Course, Type 1, PG 64-22	1431.00	C.Y.	\$70.00	\$50.00	\$120.00	\$171,720.00
441	Asphalt Concrete Surface Course, Type 1, PG 64-22	1350.00	C.Y.	\$70.00	\$50.00	\$120.00	\$162,000.00
448SPEC	Asphalt Drive	200.00	S.Y.	\$15.00	\$25.00	\$40.00	\$8,000.00
452	6" NonReinforced Concrete Pavement	225.80	S.Y.	\$20.00	\$25.00	\$45.00	\$10,161.00
452	9" NonReinforced Concrete Pavement	175.90	S.Y.	\$25.00	\$25.00	\$50.00	\$8,795.00
608	Curb Ramp ADA spec	50.00	S.F.	\$10.00	\$15.00	\$25.00	\$1,250.00
608	Concrete Walk	352.00	S.F.	\$3.00	\$7.00	\$10.00	\$3,520.00
609	Concrete Curb and Gutter, Type 2	16177.00	L.F.	\$12.50	\$12.50	\$25.00	\$404,425.00
690SPEC	2' Fiberglass/Polyester Interlayer Mat	3,620.00	S.Y.	2.00	4.00	\$ 6.00	\$ 21,720.00
705	Joint Sealer	200.00	GAL.	\$5.00	\$20.00	\$25.00	\$5,000.00
TOTAL PAVEMENT							\$1,104,156.75
DRAINAGE							
603	12" Type B Conduit	35.00	L.F.	\$25.00	\$50.00	\$75.00	\$2,625.00
603	24" Type B Conduit	20.00	L.F.	\$35.00	\$80.00	\$115.00	\$2,300.00
604	ODOT HW-3 Type A	2.00	EACH	\$3,000.00	\$3,000.00	\$6,000.00	\$12,000.00
604	Catch Basin Mass7030	1.00	EACH	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
604	Catch Basin MASSV5622	1.00	EACH	\$1,500.00	\$1,750.00	\$3,250.00	\$3,250.00
604	Catch Basin MASSV5622-R	5.00	EACH	\$1,000.00	\$1,500.00	\$2,500.00	\$12,500.00
604	Drainage Manhole Mass1048-R	1.00	EACH	\$500.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL DRAINAGE							\$36,675.00
Traffic Control							
642	4" Yellow Centerline, Type II (2-Dir) No Pass	2.03	MILE	\$1,150.00	\$2,100.00	\$3,250.00	\$6,593.44
642	4" White Edge Line, Type II (2-Dir)	0.36	MILE	\$1,150.00	\$2,100.00	\$3,250.00	\$1,169.51
644	6" Channelizing Lane, Type II	580.00	L.F.	\$0.75	\$1.50	\$2.25	\$1,305.00
644	12" Stop Line, Type II	60.00	L.F.	\$1.50	\$4.75	\$6.25	\$375.00
644	8" Crosswalk Line, Type II	100.00	L.F.	\$1.00	\$3.50	\$4.50	\$450.00
644	Lane Arrow, Type II	6.00	EACH	\$85.00	\$85.00	\$170.00	\$1,020.00
630SPEC	School Zone Marking	1.00	LUMP SUM	\$7,500.00	\$2,500.00	\$10,000.00	\$10,000.00
Total Traffic Control							\$20,912.99

Maintenance of Traffic

614SPEC	Maintaining Traffic	1.00	LUMP SUM	\$5,000.00	\$25,000.00	\$30,000.00	\$30,000.00
Total Maintenance of Traffic							\$30,000.00

Miscellaneous

619	Field Office	1.00	LUMP SUM	\$0.00	\$512.75	\$512.75	\$512.75
623	Construction Staking	1.00	LUMP SUM	\$4,500.00	\$3,000.00	\$7,500.00	\$7,500.00
624	Mobilization	1.00	LUMP SUM	\$20,000.00	\$25,000.00	\$45,000.00	\$45,000.00
TOTAL MISCELLANEOUS							\$53,012.75

SubTotal	\$1,476,319.95
Contingency	\$74,680.06
Construction Total	\$1,551,000.00
Inkind	\$30,072.00
Total	\$1,581,072.00

LOCAL IN-KIND CONTRIBUTIONS

Preliminary Engineering	\$ -
Final Design	\$ 10,072.00
Bidding Phase	\$ -
Construction Supervision	\$ 20,000.00
Miscellaneous/Easements	\$ -
	\$ 30,072.00

Inkind Contribution	\$30,072.00
Local Revenues	\$381,006.72
Subtotal	\$411,078.72 26%

CITY OF MASSILLON	\$253,583.72	67%
STARK COUNTY	\$127,423.00	33%
	\$381,006.72	

OPWC SHARE	\$1,169,993.28	74%
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The estimated useful life of the above noted work is approximately 20 years

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 55 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a two-year contract between the City of Massillon, Ohio and the Board of Stark County Commissioners for Stark County Jail Housing, 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 necessary in the public health, safety and welfare for the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a two-year contract between the City of Massillon, Ohio and the Board of Stark County Commissioners for Stark County Jail Housing.

Section 2:

The Director of Public Service and Safety is hereby authorized and directed to enter into a two-year contract between the City of Massillon, Ohio and the Board of Stark County Commissioners for Stark County Jail Housing. Agreement is attached hereto as Exhibit "A".

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the community and for the additional reason to allow contract to be enacted immediately. 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 _____, 2018

ATTEST:

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED:

KATHY CATAZARO-PERRY, MAYOR

AGREEMENT

**BOARD OF
STARK COUNTY COMMISSIONERS
WITH**

CITY OF MASSILLON, OHIO

DATED _____

SUBJECT: STARK COUNTY JAIL HOUSING CONTRACT

This Agreement made and entered into the 1st day of January, 2018, by and between the Board of Commissioners of Stark County, Ohio, a political subdivision of the State of Ohio (hereinafter referred to as "Commissioners") and The City of Massillon, a municipal corporation (hereinafter referred to as Massillon),

WITNESSETH:

WHEREAS, The Stark County Jail is duly inspected and approved by the Department of Rehabilitation and Corrections in accordance with the minimum standards for jails in Ohio; and,

WHEREAS, the Stark County Sheriff is authorized, or charged with the duty, to keep such persons safely, attend to the jail, and govern and regulate the jail in accordance with the aforesaid standards; and

WHEREAS, it is the intent of the parties that arrestees be charged in good faith so as not to circumvent the charges which flow from this agreement; and,

WHEREAS, the City of Massillon utilizes the Stark County Jail for the housing of arrestees, pre-trial detainees and prisoners;

Now therefore in accordance with the mutual promises contained herein, the parties hereto agree as follows:

1. This agreement shall be effective January 1, 2018, and shall remain in full force and effect through December 31, 2019, unless terminated by the parties hereto by either party giving the other thirty (30) days notice in writing of its intention to terminate said Agreement, except as restricted by Section 1905.37 of the Ohio Revised Code. This agreement shall cover all inmates confined in the Stark County Jail on or after the effective date of this Agreement, including those convicted and sentenced before the effective date of this agreement. This Agreement is entered into as part of a settlement between the parties (see Stark County Common Pleas Court Case No. 2009CV01820).
2. With respect to arrestees charged under Massillon City Ordinance, compensation for said services set forth herein shall be at a rate of Eighty Eight and 68/100 Dollars (\$88.68) per

day per prisoner, together with the fees required by Section 311.17 (B) (3) (a) of the Ohio Revised Code or subsequent revisions thereof.

- (a) Billing will be based upon the actual date the inmate arrives at the jail. Any period of day constitutes a day, even though such prisoner is in jail only part of a day.
- (b) The rates as provided for herein shall be effective and payable by the City of Massillon for the term of this Agreement, at which time the rates will be reviewed.
- (c) The City of Massillon Law Department will furnish the Stark County Sheriff's Office with a copy of their City Ordinances, within thirty (30) days of signing this Agreement, and also timely furnish all future updates or modifications of said Ordinances.
- (d) In consideration of the foregoing agreement, the City of Massillon hereby further agrees to refrain from changing the code used in charging arrestees from City ordinance to State statute when the intent of such change is to allow the City to avoid payment provided by this Agreement.

3. With respect to inmates charged under municipal ordinances, the Commissioners shall furnish:

- (a) Reasonable, customary and routine medical care.
- (b) In cases where surgical, medical, and/or acute mental health attention is required, other than that routinely given at the Stark County Jail, the Stark County Sheriff shall immediately notify the City of Massillon and provide the necessary medical/mental health treatment, including, but not limited to, transporting said prisoner to a local hospital and/or specialized medical facility where the necessary medical and surgical attention can be given in accordance with jail policy. If requested by the City of Massillon, the Sheriff will furnish guards for those committed prisoners who require confinement in off-site medical facilities, including but not limited to, hospitals or nursing homes. The City of Massillon shall reimburse the Stark County Sheriff for all actual costs incurred, including but not limited to, medical care, ambulance, and guards.
- (c) In cases where the prisoners are working in the jail, or on the premises, the Stark County Sheriff shall furnish said prisoner with clothing at the expense of the Commissioners.

4. With respect to inmates charged under municipal ordinances, in addition to the compensation provided in paragraph two of this Agreement, the City of Massillon shall:

- (a) Reimburse the Commissioners the actual cost to Stark County of all special medicines, treatments, procedures, and/or appliances required in the treatment of these prisoners.

- (b) Reimburse the Commissioners for surgical, medical, and acute mental health attention rendered under this Contract to prisoners in medical facilities and/or hospitals outside the premises of the Stark County Jail.
 - (c) Reimburse the Commissioners, in the event the Stark County Sheriff's Office is required to furnish guards during any medical care, treatment or follow-up appointments, the actual pay expense incurred by the Sheriff.
 - (d) Reimburse the Commissioners, if a prisoner requires an escorted visit to a funeral home and/or cemetery to attend a funeral as ordered by the court and the Sheriff's Office is required to furnish the guards, the actual pay expense incurred by the Sheriff.
 - (e) In the case of the death of a prisoner, assume the disposition of the body and burial of same.
 - (f) Reimburse the Commissioners for all reasonable and necessary expenses incurred on behalf of the City of Massillon in all habeas corpus proceedings filed by such municipal prisoners.
-

5. For all cases, whether the arrestee is charged under municipal ordinance or Ohio Revised Code, the City of Massillon shall:

- (a) Provide for the transportation of prisoners both to and from the Stark County Jail or other facility whenever necessary for Massillon Municipal Court appearances.
- (b) Provide for the transportation of any prisoner both to and from the Stark County Jail or other facility whenever a warrant is issued against any prisoner being held from the Massillon Municipal Court and book them in the appropriate facility.
- (c) The Sheriff or his designee shall prepare a list of the prisoners each day who have special medical needs, and who must be transported back to the Stark County Jail for treatment during the lunch court recess. The City of Massillon shall transport such prisoners at the recess and, if necessary, return them to Massillon Municipal Court.
- (d) The City of Massillon shall be responsible for guarding prisoners while attending Massillon Municipal Court. The City of Massillon will sign a prisoner receipt acknowledging custody of the inmates prior to their departure from the Stark County Jail.
- (e) The City of Massillon shall be responsible for any necessary medical and other expenses incurred as a result of the following:

- (1) An automobile accident resulting in injury to a prisoner who is occupying a vehicle operated by the City of Massillon; and
 - (2) An injury or illness occurring to a prisoner while in the custody of the City of Massillon.
6. The Commissioners agree to receive for confinement, board, and work, all able-bodied adult prisoners committed by Massillon Municipal Court on Massillon Municipal Ordinances with the exception of those suffering from active bleeding or a serious untreated medical condition, subject to the right of the Stark County Sheriff to deny access to those suffering from a contagious and/or infectious disease and those who are mentally ill, including, without limitation thereto, those prisoners who fit the guidelines attached hereto as Exhibit "A". The parties acknowledge that with respect to a prisoner that has been sentenced to the County Jail, under an ordinance or Ohio Revised Code, the commissioners and/or their independent contractors are responsible for medical costs as provided by law.
7. The Stark County Sheriff, in his sole discretion, shall retain the authority to refuse to accept any prisoner for whom complete information is not provided as required by the booking form "Stark County Sheriff's Office Prisoner Information Sheet" attached hereto as Exhibit "B"; ~~or to refuse to accept, or to release, any prisoner charged under Massillon City Ordinance~~ when in his judgment such act is necessary in order to comply with any order of a court of competent jurisdiction thereof, or meet the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Corrections, or to prevent overcrowding such as in the event a portion of the Jail is closed.
8. The Stark County Sheriff or his designee will issue to the City of Massillon an itemized invoice of all charges under this Agreement on a monthly basis as soon as practicable after the month in which the charges were incurred. The City of Massillon shall pay said charges as soon as legally permitted after receipt of same. If the City of Massillon fails to timely remit payment within sixty (60) days of the date of the invoice, the County reserves the right to discontinue providing the services outlined herein and may take other action as allowed by law.
9. All prior Contracts or Agreements between the parties hereto pertaining to housing of prisoners at the Stark County Jail are hereby cancelled and terminated.

In WITNESS WHEREBY, the parties hereto have affixed their signatures the date and year hereinafter first written.

WITNESSES:

THE BOARD OF COMMISSIONERS
COUNTY OF STARK

WITNESSES:

CITY OF MASSILLON

Approved as to legal
form and sufficiency:

Deborah A. Dawson
Stark County Prosecutor's Office

George T. Maier
Stark County Sheriff

Andrea Scassa
Law Director
City of Massillon

EXHIBIT "A"

The following is a list of different situations which may indicate possible medical problems and is to be used as a guideline only:

1. Psychotic patients – Any patient who appears not to be oriented to time, place, or person; any person who has recently been apprehended in the act of suicide.
 2. Patients who have been involved in trauma. Any patient who has been involved in a traumatic incident in which there is evidence of head or neck injury; unconsciousness; any penetrating wounds to the chest or abdomen; evidence of arterial or massive bleeding; any alteration of vital signs.
 3. Any patient who has a high temperature (102 degrees and above) and is known to have a infectious disease as in AIDS, tuberculosis, meningitis or hepatitis.
 4. An unconscious patient or any patient having active seizures.
 5. Those patients that have any deformity of bony prominence that may indicate they have a fracture that would require an immediate X-ray and treatment.
-
6. An alcohol intoxicated and/or drug intoxicated patient that cannot care for his or her bodily functions – a patient who cannot stand by themselves, who cannot urinate or defecate on their own and is incontinent. A patient who has obviously vomited and possibly choked on their vomitus.
 7. Any patient with a history of cardiac disease that is experiencing chest pain or shortness of breath at the time of admission.
 8. In any situation where there is a question concerning the individual's medical welfare the Sheriff may exercise discretion and have the inmate transferred to an area hospital emergency room for triage and treatment.
 9. If a mental health crisis takes place with a patient the Sheriff may exercise discretion and have the inmate transported to the appropriate facility for treatment.

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 56 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract with DeHoff Realtors to represent the City of Massillon, Ohio, as our exclusive agent for the sale of commercial properties, 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 necessary in the public health, safety and welfare for the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with DeHoff Realtors to represent the City of Massillon, Ohio, as our exclusive agent for the sale of commercial properties.

Section 2:

The Director of Public Service and Safety is hereby authorized and directed to enter into a contract with DeHoff Realtors to represent the City of Massillon, Ohio, as our exclusive agent for the sale of commercial properties as described in Attachments No. 1 thru No. 5, attached hereto.

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the community and for the additional reason to allow for the immediate listing of properties. 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 _____, 2018

ATTEST: _____

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR



DEHOFF
REALTORS®

COMMERCIAL/INDUSTRIAL LISTING CONTRACT

1. APPOINTMENT OF REALTOR: The undersigned Owner hereby employs the undersigned REALTOR as his exclusive agent for the sale, trade, exchange or lease of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in Massillon (City), Perry (Township), Stark (County), Ohio (State), known and further described as: Parcel #: 4318330 & 4318329 & 4309621, 4318330
323 Marion Ave NW, Massillon OH 44646 & Marion Ave NW, Massillon OH 44646 & Bailey Ave NW
2. REALTOR ACCEPTANCE: REALTOR accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to sell, trade, exchange or lease the Real Estate.
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition: N/A
4. PERSONAL PROPERTY: The following personal property items included: N/A
5. OWNER'S CERTIFICATION: The Real Estate is zoned Commercial R4, is /is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is Medical use
Except the following N/A
Owner agrees to disclose to REALTOR and Purchaser any and all information which Owner has regarding defects, adverse conditions and the presence and location of asbestos, PCB transformers and any other toxic, or contaminated substances and/or underground storage cans on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).
6. PRICE: The listing/asking price shall be \$ 839,000.00
Payable as follows: Cash at transaction close/deed transfer
7. LEASE: The lease rate/term shall be: N/A
8. DEED, CLOSING AND POSSESSION: AT CLOSING, Owners shall convey marketable title by general warranty deed or fiduciary deed, if appropriate (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, upon CLOSING, unless otherwise agreed to in writing.

9. EVIDENCE OF TITLE: Owner will furnish an Owner's policy of title insurance, showing good and marketable title to said property and convey title with full covenants of warranty and release of dower; the costs for title policy shall be borne as provided in a Commercial/Industrial Real Estate Purchase Agreement, or as agreed between Owner and Purchaser.
10. PRORATIONS: Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day prorate basis. Proration shall be based upon the last available current tax duplicate. In the event that the property shall be deemed subject to any agricultural tax recoupments, Purchaser shall pay the amount of such recoupment. Utilities shall be borne by Owner to the later of the date Owner vacates premises or settlement statement. All rents and other operation income and expenses shall be prorated to date of closing. Transfer of security deposits shall take place at closing.
11. A. REALTOR'S FEE: In consideration of REALTOR'S efforts and services to procure a purchaser for the Real Estate, Owner agrees to pay REALTOR at CLOSING a commission of 5.0 % of the purchase price, trade of exchange value, for which the Real Estate may be offered for sale or exchanged by REALTOR. The commission shall be deemed earned when a binding contract for sale or exchange has been executed and/or when REALTOR has produced a Purchaser, ready, willing and able to buy the Real Estate pursuant to the terms of the Contract.
- B. At the time of execution of an agreement to lease the Real Estate during the term of this Contract, Owner agrees to pay REALTOR a commission of N/A % of the gross aggregate rent, options, renewals and informal holdovers, including change in terms renegotiated, if any, payable when a binding lease, option or renewal, have been executed, or at time of holdover.
12. A. TERM OF AGENCY: Owner agrees that REALTOR shall have the exclusive right to sell, trade, exchange or lease the Real Estate effective 6:00 pm Stark County, Ohio time on May 21, 2018, until 6:00 pm, Stark County, Ohio time on Nov 21, 2018, and REALTOR shall be entitled to its commission if the Real Estate is Purchased, traded, exchanged or leased by REALTOR or by Owner or by any other person at a price or terms acceptable to the Owner, during the existence of this contract.
- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange or lease of the Real Estate without the agency or a broker, to any person (s) to whom a broker or agent shall have offered the same during the term of this Contract, if such Contract of purchase, trade, exchange or lease is executed within 90 days from the termination of this Contract, shall be considered a purchase effected Broker and shall entitle Broker to the commission herein agreed to be paid by Owner provided Owner has received notice in writing, including the names of prospective purchasers before or upon expiration of this listing Contract (or any extension thereof). Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written exclusive Right to Sell Agreement with another licensed Real Estate Broker within the protection period.
14. COOPERATION WITH OTHER BROKERS: The REALTOR may cooperate with other brokers and their agents to procure a Purchaser and accordingly, the REALTOR is authorized to compensate other brokers through sub agency relationships. Owner further authorizes REALTOR to compensate buyers-brokers:
YES X NO _____
15. SIGNS: REALTOR is authorized to place its sign (s) on the Real Estate, to remove all other for sale/lease signs and to promote the purchase, trade, exchange or lease of said Real Estate.

16. LISTING SERVICE AUTHORITY: REALTOR is authorized to place information about the Real Estate in any listing service (s) to which REALTOR is a member. The REALTOR and the designated listing service (s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information. PROMOTIONAL: Owner authorizes REALTOR to promote, publish and disseminate information regarding the Real Estate. The owner agrees to provide all information pertaining to the property.

17. KEY AUTHORIZATION: Owner authorizes REALTOR to conduct or allow cooperating REALTORS to conduct key-entry showings of the Real Estate until acceptance of purchase contract. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR, its agents and employees, from any loss, claim or damage resulting therefrom. I or We agree to permit a Lockbox to be placed on said property, subject to the terms of lockbox authorization form provided by Realtor. YES _____ NO X

18. SPECIAL CONDITIONS OF SHOWINGS AND ENTRY: Listing agent or representative present for showings.

19. EARNEST MONEY DEPOSIT: REALTOR is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Purchasers making written offers to purchase, trade, exchange or lease the Real Estate. At CLOSING REALTOR may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. ~~If the earnest money deposit is forfeited by a Purchaser through default, Owner shall receive one-half (1/2) and REALTOR one-half (1/2), but not in excess of what the full Commission would have been, not as liquidated damages, but to apply to damages which the Owner and REALTOR may suffer on account of the default of Purchaser. In the event that any contract to purchase does not close for any reason other than as agreed, the deposit shall be held by REALTOR until Owner, Purchaser and REALTOR mutually agree in writing to its disposition or until such disposition is directed by a court of competent jurisdiction.~~

20. INDEMNITY: Owner recognizes that the REALTOR involved in the sale, trade, exchange or lease are relying solely on information provided herein or supplied by Owner or his sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR, their agents and employees from any claims, demands, damages, suits, liabilities, cost and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Owner or his sources.

21. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation or understanding shall cancel or vary the terms of this Contract. This Contract is binding upon the REALTOR, the owners, and their respective successors, heirs, administrators, personal representatives and assigns and governed in accordance with the laws of the State of Ohio. Owner acknowledges that he has read and received a complete copy of this Contract and the information contained herein is true and accurate to the best of this knowledge.

I or We acknowledge receipt of a copy of this Contract and that the information provided herein is correct.

YOU ARE AUTHORIZED AND INSTRUCTED TO OFFER SAID PROPERTY FOR SALE, LEASE, RENT OR EXCHANGE WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR A NATIONAL ORIGIN OF PROSPECTIVE PURCHASER.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Accepted _____

For: _____
Listing Realtor Date

Owner's Signature Date

By: Joe Lorenz

Print Owner's Name

By: DeHoff Realtors

Owner's Signature Date

821 South Main St.
Street

Print Owner's Name

North Canton OH 44720
City State Zip

Owner of Record

Print Owner's Address

Phone



DEHOFF
REALTORS®

COMMERCIAL/INDUSTRIAL LISTING CONTRACT

1. APPOINTMENT OF REALTOR: The undersigned Owner hereby employs the undersigned REALTOR as his exclusive agent for the sale, trade, exchange or lease of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in Massillon (City), Perry (Township), Stark (County), Ohio (State), known and further described as: Parcel #: 4318882
Marion Ave NW, Massillon OH 44646 (lot)
2. REALTOR ACCEPTANCE: REALTOR accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to sell, trade, exchange or lease the Real Estate.
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition: N/A
4. PERSONAL PROPERTY: The following personal property items included: N/A
5. OWNER'S CERTIFICATION: The Real Estate is zoned Commercial R4, is /is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is Vacant lot/Parking
Except the following N/A
Owner agrees to disclose to REALTOR and Purchaser any and all information which Owner has regarding defects, adverse conditions and the presence and location of asbestos, PCB transformers and any other toxic, or contaminated substances and/or underground storage cans on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).
6. PRICE: The purchase, trade or exchange price shall be \$ 99,000.00
Payable as follows: Cash at transaction close/deed transfer
7. LEASE: The lease rate/term shall be: N/A
8. DEED, CLOSING AND POSSESSION: AT CLOSING, Owners shall convey marketable title by general warranty deed or fiduciary deed, if appropriate (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, upon CLOSING, unless otherwise agreed to in writing.

9. EVIDENCE OF TITLE: Owner will furnish an Owner's policy of title insurance, showing good and marketable title to said property and convey title with full covenants of warranty and release of dower; the costs for title policy shall be borne as provided in a Commercial/Industrial Real Estate Purchase Agreement, or as agreed between Owner and Purchaser.
10. PRORATIONS: Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day prorate basis. Proration shall be based upon the last available current tax duplicate. In the event that the property shall be deemed subject to any agricultural tax recoupments, Purchaser shall pay the amount of such recoupment. Utilities shall be borne by Owner to the later of the date Owner vacates premises or settlement statement. All rents and other operation income and expenses shall be prorated to date of closing. Transfer of security deposits shall take place at closing.
11. A. REALTOR'S FEE: In consideration of REALTOR'S efforts and services to procure a purchaser for the Real Estate, Owner agrees to pay REALTOR at CLOSING a commission of 5.0 % of the purchase price, trade of exchange value, for which the Real Estate may be offered for sale or exchanged by REALTOR. The commission shall be deemed earned when a binding contract for sale or exchange has been executed and/or when REALTOR has produced a Purchaser, ready, willing and able to buy the Real Estate pursuant to the terms of the Contract.
- B. At the time of execution of an agreement to lease the Real Estate during the term of this Contract, Owner agrees to pay REALTOR a commission of N/A % of the gross aggregate rent, options, renewals and informal holdovers, including change in terms renegotiated, if any, payable when a binding lease, option or renewal, have been executed, or at time of holdover.
-
12. A. TERM OF AGENCY: Owner agrees that REALTOR shall have the exclusive right to sell, trade, exchange or lease the Real Estate effective 6:00 pm Stark County, Ohio time on May 21, 2018, until 6:00 pm, Stark County, Ohio time on Nov 21, 2018, and REALTOR shall be entitled to its commission if the Real Estate is Purchased, traded, exchanged or leased by REALTOR or by Owner or by any other person at a price or terms acceptable to the Owner, during the existence of this contract.
- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange or lease of the Real Estate without the agency or a broker, to any person (s) to whom a broker or agent shall have offered the same during the term of this Contract, if such Contract of purchase, trade, exchange or lease is executed within 90 days from the termination of this Contract, shall be considered a purchase effected Broker and shall entitle Broker to the commission herein agreed to be paid by Owner provided Owner has received notice in writing, including the names of prospective purchasers before or upon expiration of this listing Contract (or any extension thereof). Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written exclusive Right to Sell Agreement with another licensed Real Estate Broker within the protection period.
14. COOPERATION WITH OTHER BROKERS: The REALTOR may cooperate with other brokers and their agents to procure a Purchaser and accordingly, the REALTOR is authorized to compensate other brokers through sub agency relationships. Owner further authorizes REALTOR to compensate buyers-brokers:
YES X NO _____
15. SIGNS: REALTOR is authorized to place its sign (s) on the Real Estate, to remove all other for sale/lease signs and to promote the purchase, trade, exchange or lease of said Real Estate.

16. LISTING SERVICE AUTHORITY: REALTOR is authorized to place information about the Real Estate in any listing service (s) to which REALTOR is a member. The REALTOR and the designated listing service (s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information. PROMOTIONAL: Owner authorizes REALTOR to promote, publish and disseminate information regarding the Real Estate. The owner agrees to provide all information pertaining to the property.

17. KEY AUTHORIZATION: Owner authorizes REALTOR to conduct or allow cooperating REALTORS to conduct key-entry showings of the Real Estate until acceptance of purchase contract. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR, its agents and employees, from any loss, claim or damage resulting therefrom. I or We agree to permit a Lockbox to be placed on said property, subject to the terms of lockbox authorization form provided by Realtor. YES _____ NO X

18. SPECIAL CONDITIONS OF SHOWINGS AND ENTRY: Listing agent or representative present for showings.

19. EARNEST MONEY DEPOSIT: REALTOR is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Purchasers making written offers to purchase, trade, exchange or lease the Real Estate. At CLOSING REALTOR may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. ~~If the earnest money deposit is forfeited by a Purchaser through default, Owner shall receive one-half (1/2) and REALTOR one-half (1/2), but not in excess of what the full Commission would have been, not as liquidated damages, but to apply to damages which the Owner and REALTOR may suffer on account of the default of Purchaser. In the event that any contract to purchase does not close for any reason other than as agreed, the deposit shall be held by REALTOR until Owner, Purchaser and REALTOR mutually agree in writing to its disposition or until such disposition is directed by a court of competent jurisdiction.~~

20. INDEMNITY: Owner recognizes that the REALTOR involved in the sale, trade, exchange or lease are relying solely on information provided herein or supplied by Owner or his sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR, their agents and employees from any claims, demands, damages, suits, liabilities, cost and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Owner or his sources.

21. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation or understanding shall cancel or vary the terms of this Contract. This Contract is binding upon the REALTOR, the owners, and their respective successors, heirs, administrators, personal representatives and assigns and governed in accordance with the laws of the State of Ohio. Owner acknowledges that he has read and received a complete copy of this Contract and the information contained herein is true and accurate to the best of this knowledge.

I or We acknowledge receipt of a copy of this Contract and that the information provided herein is correct.

YOU ARE AUTHORIZED AND INSTRUCTED TO OFFER SAID PROPERTY FOR SALE, LEASE, RENT OR EXCHANGE WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR A NATIONAL ORIGIN OF PROSPECTIVE PURCHASER.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Accepted _____

For: _____
Listing Realtor Date

Owner's Signature Date

By: Joe Lorenz

Print Owner's Name

By: DeHoff Realtors

Owner's Signature Date

821 South Main St.
Street

Print Owner's Name

North Canton OH 44720
City State Zip

Owner of Record

Print Owner's Address

Phone



DEHOFF
REALTORS®

COMMERCIAL/INDUSTRIAL LISTING CONTRACT

1. APPOINTMENT OF REALTOR: The undersigned Owner hereby employs the undersigned REALTOR as his exclusive agent for the sale, trade, exchange or lease of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in Massillon (City), Perry (Township), Stark (County), Ohio (State), known and further described as: Parcel #: 4318240
2860 Lincoln Way E, Massillon OH 44646
2. REALTOR ACCEPTANCE: REALTOR accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to sell, trade, exchange or lease the Real Estate.
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition: N/A
4. PERSONAL PROPERTY: The following personal property items included: N/A
5. OWNER'S CERTIFICATION: The Real Estate is zoned Commercial B2, is / is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is vacant, previously medical use

Except the following N/A

Owner agrees to disclose to REALTOR and Purchaser any and all information which Owner has regarding defects, adverse conditions and the presence and location of asbestos, PCB transformers and any other toxic, or contaminated substances and/or underground storage cans on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).
6. PRICE: The listing/asking price shall be \$ 199,000.00

Payable as follows: Cash at transaction close/deed transfer
7. LEASE: The lease rate/term shall be: N/A
8. DEED, CLOSING AND POSSESSION: AT CLOSING, Owners shall convey marketable title by general warranty deed or fiduciary deed, if appropriate (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, upon CLOSING, unless otherwise agreed to in writing.

9. EVIDENCE OF TITLE: Owner will furnish an Owner's policy of title insurance, showing good and marketable title to said property and convey title with full covenants of warranty and release of dower; the costs for title policy shall be borne as provided in a Commercial/Industrial Real Estate Purchase Agreement, or as agreed between Owner and Purchaser.
10. PRORATIONS: Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day prorate basis. Proration shall be based upon the last available current tax duplicate. In the event that the property shall be deemed subject to any agricultural tax recoupments, Purchaser shall pay the amount of such recoupment. Utilities shall be borne by Owner to the later of the date Owner vacates premises or settlement statement. All rents and other operation income and expenses shall be prorated to date of closing. Transfer of security deposits shall take place at closing.
11. A. REALTOR'S FEE: In consideration of REALTOR'S efforts and services to procure a purchaser for the Real Estate, Owner agrees to pay REALTOR at CLOSING a commission of 5.0 % of the purchase price, trade of exchange value, for which the Real Estate may be offered for sale or exchanged by REALTOR. The commission shall be deemed earned when a binding contract for sale or exchange has been executed and/or when REALTOR has produced a Purchaser, ready, willing and able to buy the Real Estate pursuant to the terms of the Contract.
- B. At the time of execution of an agreement to lease the Real Estate during the term of this Contract, Owner agrees to pay REALTOR a commission of N/A % of the gross aggregate rent, options, renewals and informal holdovers, including change in terms renegotiated, if any, payable when a binding lease, option or renewal, have been executed, or at time of holdover.
-
12. A. TERM OF AGENCY: Owner agrees that REALTOR shall have the exclusive right to sell, trade, exchange or lease the Real Estate effective 6:00 pm Stark County, Ohio time on May 21, 2018, until 6:00 pm, Stark County, Ohio time on Nov 21, 2018, and REALTOR shall be entitled to its commission if the Real Estate is Purchased, traded, exchanged or leased by REALTOR or by Owner or by any other person at a price or terms acceptable to the Owner, during the existence of this contract.
- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange or lease of the Real Estate without the agency or a broker, to any person (s) to whom a broker or agent shall have offered the same during the term of this Contract, if such Contract of purchase, trade, exchange or lease is executed within 90 days from the termination of this Contract, shall be considered a purchase effected Broker and shall entitle Broker to the commission herein agreed to be paid by Owner provided Owner has received notice in writing, including the names of prospective purchasers before or upon expiration of this listing Contract (or any extension thereof). Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written exclusive Right to Sell Agreement with another licensed Real Estate Broker within the protection period.
14. COOPERATION WITH OTHER BROKERS: The REALTOR may cooperate with other brokers and their agents to procure a Purchaser and accordingly, the REALTOR is authorized to compensate other brokers through sub agency relationships. Owner further authorizes REALTOR to compensate buyers-brokers:
YES X NO _____
15. SIGNS: REALTOR is authorized to place its sign (s) on the Real Estate, to remove all other for sale/lease signs and to promote the purchase, trade, exchange or lease of said Real Estate.

16. LISTING SERVICE AUTHORITY: REALTOR is authorized to place information about the Real Estate in any listing service (s) to which REALTOR is a member. The REALTOR and the designated listing service (s) may disclose information pertaining to the Real Estate to other participants authorized to receive such information. PROMOTIONAL: Owner authorizes REALTOR to promote, publish and disseminate information regarding the Real Estate. The owner agrees to provide all information pertaining to the property.

17. KEY AUTHORIZATION: Owner authorizes REALTOR to conduct or allow cooperating REALTORS to conduct key-entry showings of the Real Estate until acceptance of purchase contract. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR, its agents and employees, from any loss, claim or damage resulting therefrom. I or We agree to permit a Lockbox to be placed on said property, subject to the terms of lockbox authorization form provided by Realtor. YES _____ NO X

18. SPECIAL CONDITIONS OF SHOWINGS AND ENTRY: Listing agent or representative present for showings.

19. EARNEST MONEY DEPOSIT: REALTOR is authorized to act as a trust agent to accept and deposit in a trust account upon acceptance of said offers, earnest money deposits from prospective Purchasers making written offers to purchase, trade, exchange or lease the Real Estate. At CLOSING REALTOR may apply as much of the earnest money deposit as may be necessary to pay the Commission specified. ~~If the earnest money deposit is forfeited by a Purchaser through default, Owner shall receive one-half (1/2) and REALTOR one-half (1/2), but not in excess of what the full Commission would have been, not as liquidated damages, but to apply to damages which the Owner and REALTOR may suffer on account of the default of Purchaser. In the event that any contract to purchase does not close for any reason other than as agreed, the deposit shall be held by REALTOR until Owner, Purchaser and REALTOR mutually agree in writing to its disposition or until such disposition is directed by a court of competent jurisdiction.~~

20. INDEMNITY: Owner recognizes that the REALTOR involved in the sale, trade, exchange or lease are relying solely on information provided herein or supplied by Owner or his sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR, their agents and employees from any claims, demands, damages, suits, liabilities, cost and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Owner or his sources.

21. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation or understanding shall cancel or vary the terms of this Contract. This Contract is binding upon the REALTOR, the owners, and their respective successors, heirs, administrators, personal representatives and assigns and governed in accordance with the laws of the State of Ohio. Owner acknowledges that he has read and received a complete copy of this Contract and the information contained herein is true and accurate to the best of this knowledge.

I or We acknowledge receipt of a copy of this Contract and that the information provided herein is correct.

YOU ARE AUTHORIZED AND INSTRUCTED TO OFFER SAID PROPERTY FOR SALE, LEASE, RENT OR EXCHANGE WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR A NATIONAL ORIGIN OF PROSPECTIVE PURCHASER.

THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Accepted _____

For: _____
Listing Realtor Date

Owner's Signature Date

By: Joe Lorenz

Print Owner's Name

By: DeHoff Realtors

Owner's Signature Date

821 South Main St.
Street

Print Owner's Name

North Canton OH 44720
City State Zip

Owner of Record

Print Owner's Address

Phone



DEHOFF
REALTORS®

COMMERCIAL/INDUSTRIAL LISTING CONTRACT

1. APPOINTMENT OF REALTOR: The undersigned Owner hereby employs the undersigned REALTOR as his exclusive agent for the sale, trade, exchange or lease of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in Massillon (City), Perry (Township), Stark (County), Ohio (State), known and further described as: Parcel #: 4318333 + 4318881
3140 Lincoln Way E. 124 Austin Ave NW, Massillon OH 44646 & Massillon OH 44646
2. REALTOR ACCEPTANCE: REALTOR accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to sell, trade, exchange or lease the Real Estate.
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition: N/A
4. PERSONAL PROPERTY: The following personal property items included: N/A
5. OWNER'S CERTIFICATION: The Real Estate is zoned Commercial B2, is /is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is vacant, previously medical use
Except the following N/A
Owner agrees to disclose to REALTOR and Purchaser any and all information which Owner has regarding defects, adverse conditions and the presence and location of asbestos, PCB transformers and any other toxic, or contaminated substances and/or underground storage cans on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).
6. PRICE: The listing/asking price shall be \$ 349,000.00
Payable as follows: Cash at transaction close/deed transfer
7. LEASE: The lease rate/term shall be: N/A
8. DEED, CLOSING AND POSSESSION: AT CLOSING, Owners shall convey marketable title by general warranty deed or fiduciary deed, if appropriate (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, upon CLOSING, unless otherwise agreed to in writing.

9. EVIDENCE OF TITLE: Owner will furnish an Owner's policy of title insurance, showing good and marketable title to said property and convey title with full covenants of warranty and release of dower; the costs for title policy shall be borne as provided in a Commercial/Industrial Real Estate Purchase Agreement, or as agreed between Owner and Purchaser.
10. PRORATIONS: Owner shall pay all taxes and assessments which are owing, including delinquencies and penalties, prorated to date of settlement statement, and utilizing a 365 day prorate basis. Proration shall be based upon the last available current tax duplicate. In the event that the property shall be deemed subject to any agricultural tax recoupments, Purchaser shall pay the amount of such recoupment. Utilities shall be borne by Owner to the later of the date Owner vacates premises or settlement statement. All rents and other operation income and expenses shall be prorated to date of closing. Transfer of security deposits shall take place at closing.
11. A. REALTOR'S FEE: In consideration of REALTOR'S efforts and services to procure a purchaser for the Real Estate, Owner agrees to pay REALTOR a ~~commission~~ commission of 5.0 % ~~of the purchase price~~, trade of exchange value, for which the Real Estate may be offered for sale or exchanged by REALTOR. The commission shall be deemed earned when a binding contract for sale or exchange has been executed and/or when REALTOR has produced a Purchaser, ready, willing and able to buy the Real Estate pursuant to the terms of the Contract.
- B. At the time of execution of an agreement to lease the Real Estate during the term of this Contract, Owner agrees to pay REALTOR a commission of N/A % of the gross aggregate rent, options, renewals and informal holdovers, including change in terms renegotiated, if any, payable when a binding lease, option or renewal, have been executed, or at time of holdover.
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12. A. TERM OF AGENCY: Owner agrees that REALTOR shall have the exclusive right to sell, trade, exchange or lease the Real Estate effective 6:00 pm Stark County, Ohio time on May 21, 2018, until 6:00 pm, Stark County, Ohio time on Nov 21, 2018, and REALTOR shall be entitled to its commission if the Real Estate is Purchased, traded, exchanged or leased by REALTOR or by Owner or by any other person at a price or terms acceptable to the Owner, during the existence of this contract.
- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange or lease of the Real Estate without the agency or a broker, to any person (s) to whom a broker or agent shall have offered the same during the term of this Contract, if such Contract of purchase, trade, exchange or lease is executed within 90 days from the termination of this Contract, shall be considered a purchase effected Broker and shall entitle Broker to the commission herein agreed to be paid by Owner provided Owner has received notice in writing, including the names of prospective purchasers before or upon expiration of this listing Contract (or any extension thereof). Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written exclusive Right to Sell Agreement with another licensed Real Estate Broker within the protection period.
14. COOPERATION WITH OTHER BROKERS: The REALTOR may cooperate with other brokers and their agents to procure a Purchaser and accordingly, the REALTOR is authorized to compensate other brokers through sub agency relationships. Owner further authorizes REALTOR to compensate buyers-brokers:
YES X NO _____
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17. KEY AUTHORIZATION: Owner authorizes REALTOR to conduct or allow cooperating REALTORS to conduct key-entry showings of the Real Estate until acceptance of purchase contract. Owner represents that adequate insurance will be kept in force to protect Owner in the event of any damage, losses or claims arising from entry to the Real Estate by persons through the above use of the key and hereby holds harmless the REALTOR, its agents and employees, from any loss, claim or damage resulting therefrom. I or We agree to permit a Lockbox to be placed on said property, subject to the terms of lockbox authorization form provided by Realtor. YES _____ NO X

18. SPECIAL CONDITIONS OF SHOWINGS AND ENTRY: Listing agent or representative present for showings.

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20. INDEMNITY: Owner recognizes that the REALTOR involved in the sale, trade, exchange or lease are relying solely on information provided herein or supplied by Owner or his sources in connection with the Real Estate, and agrees to indemnify and hold harmless the REALTOR, their agents and employees from any claims, demands, damages, suits, liabilities, cost and expenses (including reasonable attorney's fees) arising out of any misrepresentation or concealment of facts by Owner or his sources.

21. SOLE CONTRACT: This Contract constitutes the entire agreement between the parties hereto, and no oral or implied agreement, representation or understanding shall cancel or vary the terms of this Contract. This Contract is binding upon the REALTOR, the owners, and their respective successors, heirs, administrators, personal representatives and assigns and governed in accordance with the laws of the State of Ohio. Owner acknowledges that he has read and received a complete copy of this Contract and the information contained herein is true and accurate to the best of this knowledge.

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Accepted _____

For: _____
Listing Realtor Date

Owner's Signature Date

By: Joe Lorenz

Print Owner's Name

By: DeHoff Realtors

Owner's Signature Date

821 South Main St.
Street

Print Owner's Name

North Canton OH 44720
City State Zip

Owner of Record

Print Owner's Address

Phone



COMMERCIAL/INDUSTRIAL LISTING CONTRACT

1. APPOINTMENT OF REALTOR: The undersigned Owner hereby employs the undersigned REALTOR as his exclusive agent for the sale, trade, exchange or lease of the following described Real Estate together with all improvements and fixtures thereon, and with all appurtenant rights, privileges and easements thereto, located in Canton (City), Jackson (Township), Stark (County), Ohio (State), known and further described as: Parcel #: 1619883
4455 Dressler Rd NW, Canton OH 44718
2. REALTOR ACCEPTANCE: REALTOR accepts employment and agrees, in consideration of the agreements by the Owner, to use its best efforts to sell, trade, exchange or lease the Real Estate.
3. INCLUDED IN THE SALE: The Real Estate shall include, without limitation, the following: all electrical, plumbing, heating and air conditioning equipment, if any, and in addition: N/A
4. PERSONAL PROPERTY: The following personal property items included: N/A
5. OWNER'S CERTIFICATION: The Real Estate is zoned Commercial B3, is /is not (circle one) located in a flood plain. Owner further certifies that there presently exist no defects or conditions known to Owner which would adversely affect or materially impair the fitness of the Real Estate for the purpose of its current use which is Office building
Except the following N/A
Owner agrees to disclose to REALTOR and Purchaser any and all information which Owner has regarding defects, adverse conditions and the presence and location of asbestos, PCB transformers and any other toxic, or contaminated substances and/or underground storage cans on or about the property (EPA INSPECTION OBLIGATION MAY BE THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES).
6. PRICE: The purchase, trade or exchange price shall be \$
Payable as follows:
7. LEASE: The lease rate/term shall be: STBD/SF - 5 year term (min) - NNN
8. DEED, CLOSING AND POSSESSION: AT CLOSING, Owners shall convey marketable title by general warranty deed or fiduciary deed, if appropriate (CLOSING SHALL BE DATE OF DELIVERY OF DEED; DELIVERY OF DEED TO BE DEFINED AS DATE OF COMPLETED SETTLEMENT STATEMENT) Possession shall be given, subject to tenant's rights, upon CLOSING, unless otherwise agreed to in writing.

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- B. EXTENSION: If a contract to purchase, trade, exchange or lease is signed before this Contract expires, the term hereof shall continue until final disposition of the Contract to purchase, trade, exchange or lease.
- C. PROTECTION PERIOD: The purchase, trade, exchange or lease of the Real Estate without the agency or a broker, to any person (s) to whom a broker or agent shall have offered the same during the term of this Contract, if such Contract of purchase, trade, exchange or lease is executed within 90 days from the termination of this Contract, shall be considered a purchase effected Broker and shall entitle Broker to the commission herein agreed to be paid by Owner provided Owner has received notice in writing, including the names of prospective purchasers before or upon expiration of this listing Contract (or any extension thereof). Except as hereinafter provided, however, Owner shall not be obligated to pay the fee if Owner enters into a written exclusive Right to Sell Agreement with another licensed Real Estate Broker within the protection period.
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THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK LEGAL COUNSEL.

Accepted _____

For: _____
Listing Realtor Date

Owner's Signature Date

By: Joe Lorenz

Print Owner's Name

By: DeHoff Realtors

Owner's Signature Date

821 South Main St.
Street

Print Owner's Name

North Canton OH 44720
City State Zip

Owner of Record

Print Owner's Address

Phone

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 57 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1100 General Fund, for the year ending December 31, 2018, 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 1100 General Fund, for the year ending December 31, 2018, the following:

\$ 650,000.00 to an account entitled "Fire Dept. Repairs" – 1100.325.5.2511

Section 2:

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

Section 3:

This Ordinance is declared to be an emergency measure necessary for the efficient operation of the various departments of the City of Massillon and for the additional reason to allow the project to be bid out for construction. Cost estimate for said addition and renovations attached hereto as Exhibit "A". Provided this Ordinance 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 _____, 2018

ATTEST: _____
DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR



Job No.: 16.115
 Estimate Date: 04/25/18
 Drawing Date: 04/12/18
 Revision: 0

Addition & Renovations for: City of Massillon
Fire Station No. 3 - CD Cost Estimate

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Building Renovation & Addition Area in SF	3,616	GSF				
01 GENERAL CONDITIONS				19.36		3	70,000
	General Project Requirements	1	LS	25,000.00	25,000		70,000
	Field Supervision	6	MTHS	7,500.00	45,000		
02 EXISTING CONDITIONS				7.53		3	27,236
	Selective Interior Demolition						22,656
	Sawcut Concrete Floor	58	LF	3.50	203		
	Demo Concrete Floor	210	SF	4.00	840		
	General Trades Demolition (Less Exterior) - Major	1,346	SF	6.00	8,076		
	General Trades Demolition (Less Exterior) - Minor	1,360	SF	1.00	1,360		
	Plumbing Demolition	2,706	SF	1.50	4,059		
	HVAC Demolition	2,706	SF	1.00	2,706		
	Electrical Demolition	2,706	SF	2.00	5,412		
	Selective Exterior Demolition						4,580
	Remove Existing OVHD Sectional Doors	2	EA	250.00	500		
	Remove Existing Windows	131	SF	5.00	655		
	Remove Exterior Mandoor	3	EA	100.00	300		
	Remove Existing Gutters & Downspouts	368	LF	1.50	552		
	Remove Existing Wood Fascia	368	LF	2.50	920		
	Remove Existing Asphalt Shingles	1,620	SF	0.75	1,215		
	Remove 8" Wide Section Flat Roof for Inverted Channel	146	LF	3.00	438		
	Hazardous Materials Removal						Excluded
	Asbestos Abatement				Excluded		
03 CONCRETE				3.64		3	13,170
	Structural Concrete						4,600
	Continuous Footings	8.0	CY	375.00	3,000		
	Column Pads	1.5	CY	400.00	600		
	6" Wide Frost Curb @ Patio & Ramp	2.5	CY	400.00	1,000		
	Building Excavation						2,380
	Continuous Footing Excavation & Backfill	109	LF	20.00	2,180		
	Survey & Layout Foundations	1	LS	200.00	200		
	Flatwork						6,190
	4" S.O.G. w/ Porous Fill & Vapor Barrier	902	SF	5.00	4,510		
	Concrete Floor Patching @ Restrooms	210	SF	8.00	1,680		
04 MASONRY						3	29,488
	Foundation Masonry						8,256
	8" CMU	112	SF	13.00	1,456		
	10" CMU	425	SF	16.00	6,800		
	Interior Block Walls						6,870
	12" CMU Infill @ Windows - 2-Hr Wall	140	SF	25.00	3,500		
	12" CMU Infill @ High Glass Block Windows	90	SF	25.00	2,250		
	8" CMU Wall	80	SF	14.00	1,120		
	Veneer						14,362
	Infill Face Brick @ Removed Window	9	SF	25.00	225		
	Tooth In Face Brick @ Removed Window	9	VLF	30.00	270		
	Infill Glass Block @ Removed A/C Unit & Tuckpoint	1	LS	350.00	350		



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Addition & Renovations for: City of Massillon
Fire Station No. 3 - CD Cost Estimate

Job No.: 16.115
Estimate Date: 04/25/18
Drawing Date: 04/12/18
Revision: 0

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	4" Standard Face Brick	704	SF	18.00	12,672		
	Clean & Seal New Face Brick	704	SF	1.20	845		
05 METALS					16,517	\$ 6,370	\$ 6,370
	Miscellaneous Metals					6,370	
	Guardrail @ Patio & Ramp - 3-Rail Galv. Steel	50	LF	60.00	3,000		
	C6x8.2 Inverted Channel (Truss Bearing)	146	LF	20.00	2,920		
	Mandoor Lintel - 3'-4" Wide Opening	3	EA	50.00	150		
	Window Lintel - 6"-0"	4	EA	75.00	300		
06 WOOD & PLASTIC					3,411	\$ 29,310	\$ 29,310
	Rough Framing					29,310	
	Wood Trusses Over Existing Roof	2,050	SF	4.50	9,225		
	Wood Trusses for Patio	194	SF	4.50	873		
	2x10 Wood Box Beam for Patio	32	LF	20.00	640		
	Patio Columns - Cedar Trim Over 6x6 Post	15	VLF	65.00	975		
	2x4 Truss Bearing Plate on Inverted C-Channel	146	LF	2.50	365		
	Roof Sheathing - 5/8" OSB	2,018	SF	1.60	3,228		
	Roof Sheathing - 3/4" Plywood	675	SF	2.50	1,688		
	2x12 Treated Wood Fascia	276	LF	3.50	966		
	Wood Wall Framing - 2x4 (Exterior)	704	SF	3.50	2,464		
	Wood Wall Framing - 2x6 (Interior)	360	SF	4.00	1,440		
	Wood Wall Framing - 2x4 (Interior)	848	SF	3.50	2,968		
	Wood Wall Furring - 1.1/2"	1,024	SF	1.75	1,792		
	Wall Sheathing - 1/2" Glass Mat Sheathing	704	SF	1.60	1,126		
	Wood Blocking - Interior Walls	2,248	SF	0.40	899		
	3/4" Plywood Floor Sheathing - Attic	264	SF	2.50	660		
07 THERM & MOIST PROTECTION					12,330	\$ 46,298	\$ 46,298
	Building Insulation					11,416	
	2" Foundation Insulation	528	SF	2.00	1,056		
	2" Horizontal Insulation Under Frost Slabs	96	SF	2.00	192		
	2" Rigid Insulation - Addition Perimeter Walls	704	SF	2.00	1,408		
	3.1/2" Scrim-Faced Fiberglass Batt Insulation - Walls	704	SF	1.00	704		
	3.1/2" Scrim-Faced Fiberglass Batt Insulation - Attic	168	SF	1.25	210		
	2" Rigid Insulation - Attic	336	SF	2.00	672		
	3.1/2" Sound Batt Insulation	1,208	SF	1.00	1,208		
	12" Thick Blown Fiberglass Insulation	3,616	SF	1.65	5,966		
	Roofing					21,453	
	60 Mil Full Adhered EPDM Membrane	1,746	SF	6.50	11,349		
	30 Lb Felt Paper	3,200	SF	0.22	704		
	Asphalt Shingles	3,200	SF	2.75	8,800		
	Roof Vents	12	EA	50.00	600		
	Sheetmetal					8,000	
	Aluminum Gutters	276	LF	12.00	3,312		
	Aluminum Downspouts	148	LF	8.00	1,184		
	Break Metal Fascia Over 2 x 12	276	LF	4.00	1,104		
	Break Metal Over 2x10 Box Beam - Patio	32	LF	10.00	320		
	Aluminum Soffit (Patio)	212	SF	5.00	1,060		
	Aluminum Louvers	34	SF	30.00	1,020		
	Vinyl Siding					675	
	Shake Profile - 10" Wide (Patio Gable)	60	SF	11.25	675		
	Misc. Exterior Restoration Work					3,850	



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Addition & Renovations for: City of Massillon
Fire Station No. 3 - CD Cost Estimate

Job No.: 16.115
Estimate Date: 04/25/18
Drawing Date: 04/12/18
Revision: 0

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Tuckpointing Existing Face Brick (5%)	80	SF	18.00	1,444		
	Clean Existing Face Brick	1,604	SF	1.50	2,406		
	Caulking & Sealants	3,616	SF BLDG	0.25	904	904	
08 DOORS & WINDOWS					16,222	\$	55,050
	Sectional Doors					9,000	
	12'x12' OVHD Sectional Door w/ Operator & Vision Lites	2	EA	4,500.00	9,000		
	Doors, Frames & Hardware					23,800	
	Interior Single WD Door, Frame & Hdwr - 3'-0"	5	EA	1,050.00	5,250		
	Interior Single HM Door, Frame & Hdwr - 3'-0" - 1.5 Hr	10	EA	1,200.00	12,000		
	Interior Dbl WD Door, Frame & Hdwr - 4'-0" Wide	2	EA	1,250.00	2,500		
	Ext. Alum. Sliding Glass Door - 6'-0" wide	1	EA	2,250.00	2,250		
	Disappearing Attic Stair - 1-hr Rated	1	EA	1,800.00	1,800		
	Aluminum Storefront & Windows					22,250	
	Aluminum Entry Door, Frame & Hardware	4	EA	2,800.00	11,200		
	Aluminum Storefront	78	SF	45.00	3,510		
	Aluminum Operable Windows	116	SF	65.00	7,540		
09 FINISHES					14,355	\$	51,905
	Drywall					11,288	
	5/8" Drywall - Level 4 (Perimeter Walls Addition)	704	SF	2.00	1,408		
	5/8" Drywall - Level 4 (Interior & Furred Walls)	3,440	SF	2.00	6,880		
	Plaster Wall Patching Allowance	1	EA	3,000.00	3,000		
	Flooring					13,160	
	Floor Preparation	2,248	SF	0.75	1,686		
	Carpet Tile (CT)	60	SY	40.00	2,400		
	Walk-Off Carpet Tile	6	SY	55.00	330		
	Luxury Vinyl Tile - Plank (LVT)	478	SF	7.50	3,585		
	Rubber Floor Tile (RT)	440	SF	9.00	3,960		
	Floor Logo in Rubber Tile	1	LS	300.00	300		
	4" Vinyl Base (Based on Floor Area)	2,248	SF FL	0.40	899		
	Ceilings					9,533	
	Plaster Ceiling Patching Allowance	1	EA	3,000.00	3,000		
	5/8" Drywall on Resilient Channel	1,022	SF	3.75	3,833		
	2x2 Acoustical Ceiling	600	SF	4.50	2,700		
	Ceramic Tile					7,030	
	Walls						
	Kitchen Ceramic Tile Backsplash	35	SF	15.00	525		
	Kitchen Ceramic Tile @ Bar Counter	22	SF	15.00	330		
	Bath 112 Wall Tile	132	SF	13.00	1,716		
	Toilet 133 Wall Tile	75	SF	13.00	975		
	HC Bath 117 Wall Tile	118	SF	13.00	1,534		
	Floors						
	HC Bath 117 Floor Tile	78	SF	13.00	1,014		
	Bath 112 Floor Tile	72	SF	13.00	936		
	Painting					10,894	
	Interior						
	Painting Walls, Ceilings & Doors/Frames	3,616	SF FLR	2.75	9,944		
	Exterior						
	Repair & Paint Existing Roof Cupola	1	LS	200.00	200		



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ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Paint Guardrail @ Patio & Ramp - 3 Rail Galvanized	50	LF	10.00	500		
	Prep & Paint Exposed Steel Lintels & Column (Exterior)	1	LS	250.00	250		

10 SPECIALTIES 6.00 21,714

Toilet Accessories						2,074	
Grab Bar - 18"	2	EA	55.00	110			
Grab Bar - 36"	2	EA	65.00	130			
Grab Bar - 42"	2	EA	70.00	140			
Toilet Tissue Dispenser	3	EA	40.00	120			
Liquid Soap Dispenser	3	EA	70.00	210			
Paper Towel Dispenser	3	EA	70.00	210			
Robe Hook	3	EA	28.00	84			
Towel Bar - 24"	5	EA	65.00	325			
H.C. Folding Shower Seats	1	EA	250.00	250			
30"x36" Framed Mirror	3	EA	165.00	495			
Lockers						14,900	
Gear Lockers- 20"x20"x60" Mesh	13	EA	350	4,550			
Personal Lockers Type A, Single Tier - 18"x18"x72"	9	EA	400	3,600			
Day Lockers Type B, 2-Tier - 18"x18"x72"	15	EA	450	6,750			
Signage						4,140	
Door Signage	15	EA	100	1,500			
Building Signage - 12" High Cast Aluminum Letters	22	EA	120	2,640			
Fire Protection Specialties						600	
Surface Mounted Fire Extinguisher	4	EA	150.00	600			

11 EQUIPMENT By Owner

Residential Appliances (Furnish & Install)						By Owner	
Security / Video Display / Communications Equipment							By Owner
Security / Video Display Monitor						By Owner	
Security / Data / Comm. Equipment & Rack						By Owner	
Speaker System Equipment & Installation						By Owner	
Phone System						By Owner	
Wireless Access Point Equipment						By Owner	
Computers / Monitors						By Owner	

12 FURNISHINGS 3.61 13,040

Loose Furnishings						By Owner	
Furniture / Exercise Equipment						By Owner	
Casework - Plastic Laminate						13,040	
Bar Height Solid Surface Counter & PL Wall	8.0	LF	200.00	1,600			
Plastic Laminate Base Cabinets - 24" Deep	23.0	LF	140.00	3,220			
Plastic Laminate Countertops - 25" Deep	7.0	LF	50.00	350			
Solid Surface Countertops - 25" Deep	18.0	LF	120.00	2,160			
Plastic Laminate Wall Cabinets - 12" Deep	12.5	LF	100.00	1,250			
Plastic Laminate Food Lockers - 24"x24"x85-1/2"	8.0	LF	300.00	2,400			
Melamine Shelving - 24" Deep	82.0	LF	20.00	1,640			
Coat Rod & Shelf	12.0	LF	35.00	420			
Window Coverings						Excluded	
Window Shades					0		

13 SPECIAL CONSTRUCTION N/A



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Addition & Renovations for: City of Massillon
Fire Station No. 3 - CD Cost Estimate

Job No.: 16.115
Estimate Date: 04/25/18
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ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
11 CONVEYING SYSTEMS							N/A
21 FIRE SUPPRESSION							N/A
22 PLUMBING							33,616
	Plumbing					33,616	
	Plumbing Fixtures	10	EA	3,000.00	30,000		
	Gas Piping	3,616	SF	1.00	3,616		
23 HVAC							68,118
	HVAC & Temperature Controls					68,118	
	New HVAC System - Split-System	2,256	SF	18.00	40,608		
	New Infrared Heating System (Apparatus Bay)	1,360	SF	8.50	11,560		
	Exhaust System for Apparatus Bay	1	LS	5,000.00	5,000		
	Exhaust Fans	3	EA	750.00	2,250		
	Clothes Dryer Vent	1	EA	200.00	200		
	Type 2 - Kitchen Exhaust Hood	1	LS	8,500.00	8,500		
26 ELECTRICAL							89,470
	Electrical					89,470	
	Electrical - Apparatus Bay	1,360	SF	9.00	12,240		
	Electrical - Renovated Area	1,346	SF	15.00	20,190		
	Electrical - Addition	902	SF	20.00	18,040		
	New Electrical Service - 200amp	1	LS	7,000.00	7,000		
	Emergency Generator (60KW) - Backup Entire Bldg	1	EA	32,000.00	32,000		
27 COMMUNICATIONS							3,200
	Communications					3,200	
	Wireless Access Points (Wiring Only)	3	EA	300.00	900		
	Voice & Data Wiring (CAT-6 Cable) - Dual Drops	6	EA	300.00	1,800		
	Wiring for Speaker System (Wiring Only)	1	LS	500.00	500		
28 ELECTRONIC SAFETY & SECURITY							0
	Security					0	
	CCTV System				Excluded		
31 EARTHWORK							7,338
	Site Demolition					4,589	
	Remove 4" Tk. Concrete Sidewalks	225	SF	2.00	450		
	Remove Existing Asphalt Paving & Base	1,806	SF	1.10	1,987		
	Remove Existing Concrete Apron	84	SF	3.00	252		
	Haul Debris Off-Site	75	CY	16.00	1,200		
	Curb Cut to Widen Entry	1	LS	250.00	250		
	Remove Existing Fence / Slavage	0	LF	6.00	0		
	Remove Existing Concrete Curbs	70	LF	5.00	350		
	Remove Existing Emergency Generator Pad	1	EA	100.00	100		
	Remove 24" Dia. Tree	1	EA	1,250.00	By Owner		
	Earthwork					1,924	
	Mobilize Equipment	1	LS	350.00	350		
	Strip & Stockpile Topsoil (Addition Pad)	30	CY	7.00	210		
	Subgrade / Compact Pavement & Walks	222	SY	5.00	1,109		
	Respread Stockpiled Topsoil	30	CY	8.50	255		
	Erosion Control					826	
	Silt Fence - Install, Maintain & Remove	198	LF	2.00	396		



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Addition & Renovations for: City of Massillon
Fire Station No. 3 - CD Cost Estimate

Job No.: 16.115
Estimate Date: 04/25/18
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Revision: 0

ITEM	DESCRIPTION	QTY	UNIT	COST/UNIT	ITEM TOTAL	SUB TOTAL	TOTAL
	Excavate for Gravel French Drain - 12" Deep x 36" Wide	40	LF	4.00	160		
	Gravel French Drain - 12" Deep x 36" Wide	135	SF	2.00	270		

32 EXTERIOR IMPROVEMENTS	7.07	\$ 25,557
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Pavements						20,817	
	8" Concrete Entry Apron	162	SF	10.00	1,620		
	4" Concrete Sidewalks	52	SF	7.00	364		
	4" Concrete Porch	160	SF	7.00	1,120		
	CIP Concrete Steps	24	LF NOS	40.00	960		
	4" Concrete ADA Ramp	84	SF	8.00	672		
	Condenser Pad - 4" Thick	55	SF	7.00	385		
	Emergency Generator Pad - 6" Thick	45	SF	8.00	360		
	Concrete Filled Pipe Bollards @ Emergency Generator	3	EA	250.00	750		
	Dumpster Pad - 6" Thick	72	SF	8.00	576		
	Standard Duty Asphalt Paving & Base	430	SY	32.00	13,760		
	H.C. Parking Sign	1	EA	250.00	250		
Landscaping						4,740	
	Fine Grading & Seeding - Lawn Area	370	SY	2.00	740		
	Lump Sum Allowance	1	LS	4,000.00	4,000		

33 UTILITIES	4.90	\$ 17,718
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Site Storm Sewer						3,468	
	8" Storm Piping - Roof Drainage	95	LF	14.00	1,330		
	6" Storm Piping - Roof Drainage	165	LF	7.50	1,238		
	6" Downspout Lateral	9	EA	100.00	900		

Site Sanitary Sewer						7,500	
Existing to Remain					Repairs by Owner		
	New Oil Interceptor	1	EA	7,500.00	7,500		

Site Gas Service
Existing to Remain Existing to Remain

Site Water Service
Existing to Remain Existing to Remain

Site Electrical Service						6,750	
	Power Company Relocate Pole - ALLOWANCE	1	LS	4,500.00	4,500		
	New U/G Service to Building (3) 2" Conduits	45	LF	50.00	2,250		

608,597.07 608,597.07

Construction Sub-total		\$	608,597
Contractor Mark-Up %	15.0%	\$	91,290
Contractor Bonding %	2.0%	\$	13,998
CONSTRUCTION COST		\$	713,885
Construction Cost Per S.F.=		\$	197.42
Construction Contingency	5.0%	\$	35,694
TOTAL CONSTRUCTION W/ CONTINGENCY		\$	749,600
Construction Cost Per S.F., Including Contingency=		\$	207.30

Note: Items highlighted in yellow are items NOT included in original estimate.
Storm Shelter is NOT required for a renovation project (Building Dept. waived the requirement)

Expense Report with Encumbrance Detail

As Of: 4/30/2018

Account	Description	Budget	Expense	UnExp. Balance	Encumbrance	UnEnc. Balance
1100-325-5-2392	SERVICES/CONTRACTS	\$125,037.46	\$44,295.94	\$80,741.52	\$19,857.52	\$60,884.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000013-001	01/05/2018	04/24/2018	OPEN PURCHASE ORDER	2018 SERVICES/CONTRACTS	\$19,857.52	\$60,000.00
				1100-325-5-2392	\$19,857.52	\$60,000.00
1100-325-5-2393	EMS BILLING / OVERPYMT CHARGES	\$72,476.60	\$22,123.50	\$50,353.10	\$29,053.10	\$21,300.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000011-001	01/05/2018	04/05/2018	OPEN PURCHASE ORDER	2018 EMS BILLING/SERVICES	\$29,053.10	\$50,000.00
				1100-325-5-2393	\$29,053.10	\$50,000.00
1100-325-5-2394	SIREN LEASE MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	OTHER SERVICES & CHARGES Totals:	\$499,014.06	\$189,176.74	\$309,837.32	\$111,153.32	\$198,684.00
SUPPLIES & MATERIALS						
1100-325-5-2410	SUPPLIES/MATERIALS/POSTAGE	\$136,339.43	\$53,402.95	\$82,936.48	\$6,936.48	\$76,000.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000017-001	01/05/2018	04/24/2018	OPEN PURCHASE ORDER	2018 SUPPLIES/MATERIALS	\$6,936.48	\$60,000.00
				1100-325-5-2410	\$6,936.48	\$60,000.00
1100-325-5-2411	FIRE PREVENTION GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1100-325-5-2412	FEMA AFG GRANT SUPPLIES MATCHING AMOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1100-325-5-2430	GAS AND OIL	\$28,000.00	\$9,829.22	\$18,170.78	\$18,170.78	\$0.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000131-003	01/16/2018	04/25/2018	SUPERFLEET MASTERCARD PROGRAM	GAS & OIL	\$18,170.78	\$28,000.00
				1100-325-5-2430	\$18,170.78	\$28,000.00
	SUPPLIES & MATERIALS Totals:	\$164,339.43	\$63,232.17	\$101,107.26	\$25,107.26	\$76,000.00
CAPITAL OUTLAYS						
1100-325-5-2511	FIRE DEPT. REPAIRS	\$200,000.00	\$17,490.00	\$182,510.00	\$82,510.00	\$100,000.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000203-001	02/09/2018	04/18/2018	SOL HARRIS / DAY ARCHITECTURE	Architectural Services for Fire Station	\$50,000.00	\$64,000.00
2018000205-001	02/15/2018	04/24/2018	OPEN PURCHASE ORDER	Fire Dept Repairs/Fire Dept Capital Outla	\$32,510.00	\$36,000.00
				1100-325-5-2511	\$82,510.00	\$100,000.00
1100-325-5-2530	NEW FIRE EQUIPMENT	\$20,000.00	\$9,346.00	\$10,654.00	\$10,654.00	\$0.00
P.O. Number	P.O. Date	Trans. Date	Vendor	Line Description	Enc. Balance	Line Amount
2018000015-001	01/05/2018	02/09/2018	OPEN PURCHASE ORDER	2018 SAFETY EQUIPMENT	\$10,654.00	\$20,000.00
				1100-325-5-2530	\$10,654.00	\$20,000.00
	CAPITAL OUTLAYS Totals:	\$220,000.00	\$26,836.00	\$193,164.00	\$93,164.00	\$100,000.00
TRANSFERS & REIMBURSEMENTS						
1100-325-5-2710	DISABILITY & PENSION TRANSFER	\$668,273.00	\$370,000.00	\$298,273.00	\$0.00	\$298,273.00

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 58 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1238 Probation Fund, for the year ending December 31, 2018, 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 1238 Probation Fund, for the year ending December 31, 2018, the following:

\$ 25,000.00 to an account entitled "Services/Contracts"	-	1238.125.5.2392
10,000.00 to an account entitled "Equipment"	-	1238.125.5.2510
\$ 35,000.00 Total		

Section 2:

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

Section 3:

This Ordinance is declared to be an emergency measure necessary for the 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 this Ordinance receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 59 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1429 Inn at University Village Infrastructure Fund and the 1424 Freshmark Infrastructure Fund, for the year ending December 31, 2018, 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 1429 Inn at University Village Infrastructure Probation Fund, for the year ending December 31, 2018, the following:

\$ 77,776.00 to an account entitled "Richville/Southway Project" - 1429.435.5.2510

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1424 Freshmark Infrastructure Fund, for the year ending December 31, 2018, the following:

\$ 60,502.00 to an account entitled "Richville/Southway Project" - 1424.435.5.2510

Section 3:

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

Section 4:

This Ordinance is declared to be an emergency measure necessary 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 this Ordinance 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 _____, 2018

ATTEST: _____

DIANE ROLLAND, CLERK OF COUNCIL

CLAUDETTE O. ISTNICK, PRESIDENT

APPROVED: _____

KATHY CATAZARO-PERRY, MAYOR

Statement of Cash Position with MTD Totals

From: 1/1/2018 to 5/31/2018

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
1420	PROJECT GRANTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1421	WWT PLANT UPGRADE	\$130,660.74	\$0.00	\$1,630,168.57	\$0.00	\$1,760,829.31	\$0.00	\$12,944.69	(\$12,944.69)
1422	SHEARER'S FOODS INFRASTRUCTURE	\$84,144.31	\$0.00	\$0.00	\$0.00	\$0.00	\$84,144.31	\$0.00	\$84,144.31
1423	SOUTH MASSILLON TRUNK FUND	\$5,592.46	\$0.00	\$0.00	\$0.00	\$0.00	\$5,592.46	\$0.00	\$5,592.46
1424	FRESHMARK INFRASTRUCTURE	\$60,502.42	\$0.00	\$0.00	\$0.00	\$0.00	\$60,502.42	\$0.00	\$60,502.42
1425	LINCOLN CENTER III	\$4,520.29	\$0.00	\$0.00	\$0.00	\$0.00	\$4,520.29	\$0.00	\$4,520.29
1426	CASE FARMS INFRASTRUCTURE	\$1,256.69	\$0.00	\$0.00	\$0.00	\$0.00	\$1,256.69	\$0.00	\$1,256.69
1427	MASSILLON AREA CREDIT UNION IN	\$11,946.74	\$0.00	\$0.00	\$0.00	\$0.00	\$11,946.74	\$0.00	\$11,946.74
1428	FAIRCREST PROPERTIES INFRASTRU	\$15,809.89	\$0.00	\$0.00	\$0.00	\$0.00	\$15,809.89	\$0.00	\$15,809.89
1429	INN AT UNIVERSITY VILLAGE INFR	\$77,796.81	\$0.00	\$0.00	\$0.00	\$0.00	\$77,796.81	\$0.00	\$77,796.81
1430	MENARDS INC. INFRASTRUCTURE	\$18,156.01	\$0.00	\$0.00	\$0.00	\$0.00	\$18,156.01	\$0.00	\$18,156.01
1431	BAKER HUGHES INFRASTRUCTURE	\$43,996.16	\$0.00	\$0.00	\$0.00	\$0.00	\$43,996.16	\$0.00	\$43,996.16
1432	WENDYS TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1433	PARK AND REC. CI FUND	\$69,495.93	\$8,660.73	\$92,048.83	\$0.00	\$23,946.75	\$137,598.01	\$0.00	\$137,598.01
1435	P&R RECREATION CENTER PROJECT	\$354.43	\$0.00	\$0.00	\$0.00	\$0.00	\$354.43	\$0.00	\$354.43
1482	OPWC PROJECTS	\$1,336.77	\$0.00	\$0.00	\$0.00	\$0.00	\$1,336.77	\$0.00	\$1,336.77
1483	LINCOLN CENTER INFRASTRUCTURE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2101	WASTEWATER TREATMENT FUND	\$5,186,951.24	\$127,636.03	\$2,416,396.19	\$262,153.80	\$2,265,529.46	\$5,337,817.97	\$3,438,604.81	\$1,899,213.16
2105	STORMWATER UTILITY FUND	\$204,677.54	\$10,334.18	\$133,233.43	\$21,036.73	\$95,472.21	\$242,438.76	\$259,661.67	(\$17,222.91)
2202	INSURANCE FUND	\$107,431.94	\$0.00	\$136,928.33	\$0.00	\$1,941.50	\$242,418.77	\$0.00	\$242,418.77
3103	ST ASSESSMENT/BLDG.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3104	VACANT FORECLOSURE DEPOSIT	\$340,000.00	\$9,000.00	\$54,000.00	\$8,000.00	\$127,966.56	\$266,033.44	\$49,033.34	\$217,000.10
3105	STATE PATROL TRANSFER FUND	\$0.00	\$0.00	\$12,295.71	\$0.00	\$6,147.87	\$6,147.84	\$0.00	\$6,147.84
3106	MASSILLON BICENTENNIAL FUND	\$6,592.52	\$0.00	\$0.00	\$0.00	\$0.00	\$6,592.52	\$0.00	\$6,592.52
3107	FIRE DAMAGE STRUCTURE FUND	\$70,442.80	\$10,000.00	\$116,384.77	\$625.00	\$52,625.00	\$134,202.57	\$77,375.00	\$56,827.57
3108	UNCLAIMED MONEY	\$68,010.87	\$0.00	\$2,218.38	\$0.00	\$0.00	\$70,229.25	\$0.00	\$70,229.25
3109	TIF SERVICE PAYMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

DATE: MAY 21, 2018

CLERK: DIANE ROLLAND

MASSILLON CITY COUNCIL
CITY OF MASSILLON, OHIO
CLAUDETTE O. ISTNICK, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 60 – 2018

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1234 Parks and Recreation Fund, for the year ending December 31, 2018, 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 1234 Parks and Recreation Fund, for the year ending December 31, 2018, the following:

\$ 11,400.00 to an account entitled "Legends-Insurance"	-	1234.920.5.2210
<u>900.00</u> to an account entitled "Legends-Worker's Comp."	-	1234.920.5.2270
\$ 12,300.00 Total		

Section 2:

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

Section 3:

This Ordinance is declared to be an emergency measure necessary for the efficient operation of the various departments of the City of Massillon and for the additional reason to align the 2018 budget. Provided this Ordinance 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.