

A G E N D A

DATE: JUNE 17, 1996
TIME: 7:30 P.M.
PLACE: COUNCIL CHAMBERS

1. ROLL CALL
2. INVOCATION - COUNCILMAN BILL HAMIT
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. 105 - 1996 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE authorizing the Mayor to enter into an agreement with the Board of Stark County Commissioners and the City of Alliance, Ohio, to form a consortium for the purpose of becoming a participating jurisdiction in the Federal HOME Investment Partnership Program, and declaring an emergency.

ORDINANCE NO. 106 - 1996 BY: SEWER AND WASTE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications, and to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 107 - 1996 BY: FINANCE COMMITTEE

AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT of Ordinance No. 94 - 1994 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT, and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 108 - 1996 BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 94 - 1994 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT, and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 109 - 1996 BY: HEALTH, WELFARE, & BUILDING REGULATIONS

AN ORDINANCE revising the General Offenses Code of the City of Massillon to comply with current State Law, and declaring an emergency.

ORDINANCE NO. 110 - 1996 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, Capital Improvement Fund, Indigent Driver Alcohol Treatment Fund, Sewer O&M Fund, Park Fund, UDAG B-85-AA-39-0248 Oak Park Fund, Federal Grant Community Fund, Senior Citizens Fund, Wastewater Treatment Fund, and the Swimming Pool Fund, of the City of Massillon, Ohio, for the year ending December 31, 1996, and declaring an emergency.

ORDINANCE NO. 111 - 1996 BY: FINANCE COMMITTEE

AN ORDINANCE making certain transfers in the 1996 appropriation from within the General Fund, of the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 112 - 1996 BY: FINANCE COMMITTEE

AN ORDINANCE making certain transfers in the 1996 appropriation from the Legends Golf Fund, Park Fund, and Senior Citizens Fund to the General Fund

ORDINANCE NO. 114 - 1996

BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Land Lease Agreement for and on behalf of the City of Massillon, Ohio, with GTE Mobilonet of Ohio Limited Partnership for the lease of City owned land in Kiwanis Park, Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 115 - 1996

BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the forgiveness of special assessments in the approximate amount of \$649.45 due the City of Massillon from the owners of City Lot No. 6751 (Parcel No. 06-10421) and the forgiveness of a building demolition lien in the approximate amount of \$4,698.31 due the City of Massillon from the owners of City Lot No. 6911 (Parcel No. 06-11016) in the City of Massillon, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

- A). LETTER OHIO DEPARTMENT OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE TO SUBHALI CORP. DBA REGENCY INN, 2050 LINCOLN WAY EAST, MASSILLON, OHIO, 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR MAY 1996
B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR MAY 1996
C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR MAY 1996

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

ORDINANCE NO. 249 - 1995

BY: SEWER AND WASTE COMMITTEE

AN ORDINANCE repealing Section 965.09 "Collection Rates" of CHAPTER 965, "GARBAGE AND REFUSE COLLECTION" and enacting a new Section 965.09 "Collection Rates" of CHAPTER 965, and declaring an emergency.

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 91 - 1996

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

AN ORDINANCE vacating a certain public alley, and declaring an emergency.

ORDINANCE NO. 94 - 1996

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from Perry Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 95 - 1996

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from B-3 General Business to R-1 Single Family Residential, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

RESOLUTION NO. 14 - 1996

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

A RESOLUTION reversing the decision of the Massillon Zoning Board of Appeals made on May 9, 1996, wherein the Zoning Board of Appeals denied a certain variance as relates to property owned by Mr. John Hurst and known as Lot No.

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 106 - 1996

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications, and to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension 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 to be necessary and in the public health, safety and welfare to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension in the City of Massillon, Ohio.

Section 2:

That the Director of Public Safety and Service of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension in the City of Massillon, Ohio.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that plans and specifications be prepared so that bids may be received to construct the sewer extension. 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 _____ 1996

APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

JOHN H. FRIEG, PRESIDENT

APPROVED:

FRANCIS H. CICCINELLI, JR., MAYOR

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 110 - 1996

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, Capital Improvement Fund, Indigent Driver Alcohol Treatment Fund, Sewer O&M Fund, Park Fund, UDAG B-85-AA-39-0248 Oak Park Fund, Federal Grant Community Fund, Senior Citizens Fund, Wastewater Treatment Fund, and the Swimming Pool Fund, of the City of Massillon, Ohio, for the year ending December 31, 1996, 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 General Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 56,700.00 to an account entitled "Workmens Comp" 1100.905.2270

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 50,000.00 to an account entitled "16th Street Professional Study"

1401.435.2534

\$ 6,500.00 to an account entitled "Fire Stations-Bldg. Repair Updates"

1401.325.2510

\$ 1,012.00 to an account entitled "Data Center-Power Pack Back Ups"

1401.170.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Indigent Driver Alcohol Treatment Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 40,650.00 to an account entitled "Indigent Drivers Alcohol Treatment"

1225.125.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Sewer O&M Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 15,000.00 to an account entitled "West Massillon Sanitary Easements"

2101.615.2510

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Park Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

A F 2007 40 to an account entitled "Transfer To" 1204 505 2710

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 105 - 1996

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into an agreement with the Board of Stark County Commissioners and the City of Alliance, Ohio, to form a consortium for the purpose of becoming a participating jurisdiction in the Federal HOME Investment Partnership Program, and declaring an emergency.

WHEREAS, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990, which established the HOME Investment Partnership Program (HOME) to provide funds to state and local governments for the purpose of developing affordable housing programs and providing housing assistance for lower income persons; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has issued regulations allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining federal funding from the HOME Program; and

WHEREAS, the City of Massillon, under the regulations established by HUD, does not meet the minimum requirements necessary to be designated as a participating jurisdiction under the HOME Program; and

WHEREAS, the City of Massillon, along with the City of Alliance and the Board of Stark County Commissioners, agree that it is in the best interest of carrying out the objectives of the HOME Program within Stark County that the communities should form a consortium to work together in the planning and implementation of affordable housing development activities.

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 hereby authorizes and directs the Mayor to enter into an agreement with the Board of Stark County Commissioners and the City of Alliance, Ohio, to form a consortium for the purpose of becoming a participating jurisdiction eligible to receive Federal funds under the HOME Investment Partnership Program for Fiscal Years 1997 - 1999.

Section 2:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, welfare, and safety, and for the further reason that this Ordinance is necessary to provide for the establishment of affordable housing programs and housing assistance for lower income residents of Massillon. Provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June 1996

APPROVED: Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

John H. Frieg
JOHN H. FRIEG, PRESIDENT

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 106 - 1996

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to prepare plans and specifications, and to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension 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 to be necessary and in the public health, safety and welfare to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension in the City of Massillon, Ohio.

Section 2:

That the Director of Public Safety and Service of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the construction of the Kelly-Millersburg Sanitary Sewer Extension in the City of Massillon, Ohio.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that plans and specifications be prepared so that bids may be received to construct the sewer extension. 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 17th DAY OF June 1996

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL

JOHN H. FRIEG, PRESIDENT

APPROVED: June 18, 1996

FRANCIS H. CICHINELLI, JR., MAYOR

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 107 - 1996

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT of Ordinance No. 94 - 1994 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT, and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT, 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:

Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT of Ordinance No. 94 - 1994 be and is hereby repealed.

Section 2:

That a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - AUDITORS DEPARTMENT of Ordinance No. 94 - 1994 be and is hereby enacted and shall read as follows:

(SEE ATTACHMENT 'A' PAGE 3; AND INSERT IN THE SALARY ORDINANCE 94 - 1994)

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the additional reason that the provisions hereby enacted are immediately necessary for the more efficient operation of the Auditors Department of the City of Massillon, Ohio. 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 17th DAY OF June 1996

APPROVED: Sharon Howell

SHARON HOWELL, CLERK OF COUNCIL

John H. Frieg
JOHN H. FRIEG, PRESIDENT

PROVED: _____

FRANCIS H. CICHINELLI, JR., MAYOR

CLASS	GRADE	SCHEDULE	DEPARTMENT & TITLE DESCRIPTION	BASE RATE EFFECTIVE SCHEDULE
<u>AUDITOR DEPARTMENT</u> 205				<u>March 21, 1994</u>
12S	UN		Deputy Auditor	"
9S	UN	*	Deputy Account Clerk II	<u>June 23, 1996</u>
8S	UN		Deputy Account Clerk II	<u>March 21, 1994</u>
6S	UN		Deputy Clerk Typist II	"
<u>PART TIME/TEMPORARY/SEASONAL</u>				<u>March 21, 1994</u> <u>March 20, 1995</u> <u>March 18, 1996</u>
6S	UN		Deputy Clerk Typist II (entry)	\$ 8.68 Per Hr \$ 8.94 Per Hr \$ 9.25 Per Hr
<u>INCOME TAX DEPARTMENT</u> 210				<u>March 21, 1994</u>
18S	SU	UN	Tax Administrator	"
12S	UN		Investigator	"
11S	UN		Deputy Tax Administrator	"
9S	UN		Senior Auditor	"
8S	UN		Income Tax Auditor	"
6S	UN		Cashier/Receptionist	"
5S	UN		Deputy Clerk Typist II	"
<u>PART TIME/TEMPORARY/SEASONAL</u>				<u>March 21, 1994</u>
Cooperative Business Education Student				\$ 4.25 Per Hr
				<u>April 15, 1996</u>
7S	UN		Auditor	\$ 9.78 Per Hr
<u>TREASURER</u> 215				
<u>PART TIME/TEMPORARY/SEASONAL</u>				<u>March 21, 1994</u> <u>March 20, 1995</u> <u>March 18, 1996</u>
6S	UN		Deputy Clerk Typist II (entry)	\$ 8.68 Per Hr. \$ 8.94 Red Hr. \$ 9.25 Per Hr.
<u>POLICE DEPARTMENT</u> 305				<u>April 1, 1994</u>
E	P		Police Chief	"
D	P		Police Captain	"
C	P		Police Lieutenant	"
B	P		Police Sergeant	"
A	P		Police Officer	"
15S	UN		Animal Control Officer	<u>March 18, 1996</u>
9S	UN		Police Secretary - Bookkeeper	<u>April 1, 1994</u>
6S	UN		Police Stenographer - Secretary	"
5S	UN		Clerk Typist I	"
3S	UN		Parking Enforcement Officer	
<u>PART TIME/TEMPORARY/SEASONAL</u>				<u>March 21, 1994</u> <u>March 20, 1995</u> <u>March 18, 1996</u>
	UN		Regular School Police	\$193.723Bi-wkly \$199.53Bi-Wkly \$206.51Bi-wkly
	UN		Extra School Police	\$ 5.06 Per Hr \$ 5.21 Per Hr \$ 5.39 Per Hr
	UN		Morals Bureau Tem. Clk	\$ 6.60 Per Hr \$ 6.80 Per Hr \$ 7.04 Per Hr
6S	UN		Police Steno - Sec.	\$ 8.68 Per Hr \$ 8.94 Per Hr \$ 9.25 Per Hr

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 108 - 1996

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 94 - 1994 by repealing Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT, and enacting a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT, 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:

Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 94 - 1994 be and is hereby repealed.

Section 2:

That a new Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 94 - 1994 be and is hereby enacted and shall read as follows:

(SEE ATTACHMENT "A" PAGE 9; AND INSERT IN THE SALARY ORDINANCE 94 - 1994)

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the additional reason that the provisions hereby enacted are immediately necessary so that the Parks and Recreation Department may employ staffing necessary to operate the department. 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 17th DAY OF June, 1996

ATTEST:

Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

John H. Friege
JOHN H. FRIEGE, PRESIDENT

APPROVED:

June 18, 1996

Francis H. Cicchinelli, Jr.
FRANCIS H. CICCCHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance |

BASE RATE EFFECTIVE SCHEDULE

March 21, 1994 March 20, 1995 March 18, 1996

\$ 5.00 Per Hr	\$ 5.15 Per Hr	\$ 5.33 Per Hr
\$ 5.99 Per Hr	\$ 6.17 Per Hr	\$ 6.39 Per Hr
\$ 5.14 Per Hr	\$ 5.29 Per Hr	\$ 5.48 Per Hr
\$13.70 Per Hr	\$14.11 Per Hr	\$14.60 Per Hr

March 21, 1994

April 1, 1996

FIRST SEASON SECOND SEASON THIRD SEASON
EMPLOYMENT EMPLOYMENT EMPL & BEYOND

\$ 6.10 Per Hr	\$ 6.30 Per Hr	\$ 6.50 Per Hr
\$ 6.60 Per Hr	\$ 6.80 Per Hr	\$ 7.05 Per Hr
\$ 7.20 Per Hr	\$ 7.40 Per Hr	\$ 7.70 Per Hr
\$ 5.00 Per Hr	\$ 5.20 Per Hr	\$ 5.35 Per Hr
\$ 4.25 Per Hr	\$ 4.40 Per Hr	\$ 4.55 Per Hr
\$ 5.00 Per hr	\$ 5.20 Per Hr	\$ 5.35 Per Hr
\$ 7.75 Per Hr	\$ 8.00 Per Hr	\$ 8.30 Per Hr

S AND RECREATION DEPARTMENT 510

s and Recreation Director
ng Parks and Recreation Director
Superintendent
eation Superintendent
or Citizens Superintendent
ce Manager
Entry Clerk

TIME/TEMPORARY/SEASONAL

March 20, 1995 March 18, 1996

\$ 8.94 Per Hr	\$ 9.25 Per Hr
\$11.45 Per hr	\$11.85 Per Hr
\$10.00 Per Hr	\$10.00 Per Hr

4th YEAR & BEYOND

\$ 5.00 Per Hr	\$ 5.25 Per Hr	\$ 5.50 Per Hr	\$ 5.75 Per Hr
\$ 6.00 Per Hr	\$ 6.25 Per Hr	\$ 6.50 Per Hr	\$ 6.75 Per Hr
\$ 7.00 Per Hr	\$ 7.25 Per Hr	\$ 7.50 Per Hr	\$ 7.75 Per Hr
\$ 8.00 Per Hr	\$ 8.25 Per Hr	\$ 8.50 Per Hr	\$ 8.75 Per Hr
\$ 9.00 Per Hr	\$ 9.25 Per Hr	\$ 9.50 Per Hr	\$ 9.75 Per Hr
\$10.00 Per Hr	\$10.25 Per Hr	\$10.50 Per Hr	\$10.75 Per Hr

Y DEVELOPMENT/PLANNING 845

PARTMENT &
E DESCRIPTION

Helper/Youth Center
Coordinator
Counselor
Teachers

COURSE DEPARTMENT 920

Course Superintendent
nskeeper I
nskeeper II
etary/Bookkeeper

TIME/TEMPORARY/SEASONAL

per I
per II
per III
ter/Rangers
Cart personnel
omer Service Representative
omer Service Operations Coordinator

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 109 - 1996

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE revising the General Offenses Code of the City of Massillon to comply with current State Law, and declaring an emergency.

WHEREAS, Article VIII, Section 3 of the Ohio Constitution requires that the exercise of the municipal police powers not be in conflict with general state law

WHEREAS, Am. Sub. Senate Bill 2, effective July 1, 1996 has substantially revised Ohio law pertaining to criminal sentencing; and

WHEREAS, numerous sections within the General Offenses Code need to be added amended or repealed as respectively indicated in order to comply with the provision of Am. Sub. Senate Bill 2:

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

Section 1:

Section 509.011 of the General Offenses Code is hereby added to read as follows:

509.011 INCITING TO VIOLENCE.

- (a) No person shall knowingly engage in conduct designed to urge or incite another to commit any offense of violence, when either of the following apply:
- (1) The conduct takes place under circumstances that create a clear and present danger that any offense of violence will be committed;
 - (2) The conduct proximately results in the commission of any offense of violence.
- (b) Whoever violates this section is guilty of inciting to violence. If the offense of violence that the other person is being urged or incited to commit is a misdemeanor, inciting to violence is a misdemeanor of the first degree. (ORC 2917.01)

Section 2:

Subsections 509.03 (e) and (f) of the General Offenses Code are hereby amended to read as follows:

509.13 DISORDERLY CONDUCT; INTOXICATION.

- (e) Whoever violates this section is guilty of disorderly conduct. Except as otherwise provided in this subsection, disorderly conduct is a minor misdemeanor. If the offender persists in disorderly conduct after reasonable warning or request to desist or if the offense is committed in the vicinity of a school, disorderly conduct is a misdemeanor of the fourth degree.

Section 3:

Section 513.01 of the General Offenses Code is hereby amended to read as follows:

513.01 DEFINITIONS.

As used in this chapter, certain terms are defined as follows:

- (a) "Administer" means the direct application of a drug, whether by injection, inhalation, ingestion or any other means to a person or an animal.
- (b) "Controlled substance" means a drug, compound, mixture, preparation or substance included in Schedule I, II, III, IV, or V.
- (c) "Dispense" means sell, leave with, give away, dispose of or deliver.
- (d) "Distribute" means to deal in, ship, transport or deliver but does not include administering or dispensing a drug.
- (e) "Hypodermic" means a hypodermic syringe or needle, or other instrument or device for the injection of medication.
- (f) "Manufacturer" means a person who plants, cultivates, harvests, processes, makes, prepares or otherwise engages in any part of the production of a controlled substance by propagation, compounding, conversion or processing, either directly or indirectly by extraction from substances of natural origin, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container and other activities incident to production, except that a "manufacturer" does not include a pharmacist who prepares, compounds, packages or labels a controlled substance as an incident to dispensing a controlled substance in accordance with a prescription and in the usual course of professional practice.
- (g) Except as provided in subsection (g)(2) hereof
 - (1) "Marihuana" means all parts of a plant of the genus cannabis, whether growing or not, the seeds of a plant of that type, the resin extracted from a part of a plant of that type, and every compound, manufacture, salt, derivative, mixture or preparation of a plant of that type or of its seeds or resin. "Marihuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination (ORC 3719.01)
 - (2) "Marihuana" does not include hashish. (ORC 2925.01)
- (h) "Noxious additive" means any element or compound designated by the State Board of Pharmacy for use as a safe and effective ingredient in any product containing the ingredient toluene, the gas, fumes or vapor of which when inhaled can induce intoxication, excitement, giddiness, irrational behavior,

- (i) "Official written order" means an order written on a form provided for that purpose by the Director of the United States Drug Enforcement Administration, under any laws of the United States making provisions therefor, if such order forms are authorized and required by Federal law.
- (j) "Pharmacist" means a person registered with the State Board of Pharmacy as a compounder and dispenser of drugs.
- (k) "Pharmacy" means any area, room, rooms, place of business, department or portion of any of the foregoing, where prescriptions are filled or where drugs, dangerous drugs or poisons are compounded, sold, offered, or displayed for sale, dispensed or distributed to the public.
- (l) "Practitioner" means a person who is licensed pursuant to Ohio R.C. Chapter 4715, 4731 or 4741 and authorized by law to write prescriptions for drugs or dangerous drugs.
- (m) "Prescription" means a written or oral order for a controlled substance for the use of a particular person or a particular animal given by a practitioner in the course of professional practice and in accordance with the regulations promulgated by the Director of the United States Drug Enforcement Administration, pursuant to the Federal drug abuse control laws.
- (n) "Sale" includes delivery, barter, exchange, transfer or gift, or offer thereof, and each such transaction made by any person, whether as principal, proprietor, agent, servant or employee.
- (o) "Schedule I", "Schedule II", "Schedule III", "Schedule IV" and "Schedule V" mean controlled substance Schedules I, II, III, IV, and V respectively, established pursuant to Ohio R.C. 3719.41, as amended pursuant to Ohio R.C. 3719.43 or 3719.44.
- (p) "Wholesaler" means a person who, on official written orders other than prescriptions, supplies controlled substances that the person has not manufactured, produced or prepared personally and includes "wholesale distributor of dangerous drugs" as this term is defined in Ohio R.C. 4729.02. (ORC 3719.01)
- (q) "Drug of abuse" means any controlled substance as defined in subsection (b) hereof, any harmful intoxicant as defined in subsection (x) hereof and any dangerous drug as defined in subsection (r) hereof. (ORC 3719.011)
- (r) "Dangerous drug" means any of the following:
 - (1) Any drug that, under the "Federal Food, Drug and Cosmetic Act", Ohio R.C. 3715.01 to 3715.72 or Chapter 3719, may be dispensed only upon a prescription;
 - (2) Any drug that contains a Schedule V narcotic drug and that is exempt from Ohio R.C. Chapter 3719 or to which that chapter does not apply;
 - (3) Any drug intended for administration by injection into the human body other than through a natural orifice of the human body. (ORC 4729.02)

- B. An amount equal to or exceeding ten grams of a compound, mixture, preparation or substance that is or contains any amount of raw or gum opium;
- C. An amount equal to or exceeding thirty grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I hallucinogen other than tetrahydrocannabinol, or lysergic acid amide, or a Schedule I stimulant or depressant;
- D. An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II or Schedule III opiate or opium derivative;
- E. An amount equal to or exceeding one gram or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of lysergic acid amide, or tetrahydrocannabinol;
- F. An amount equal to or exceeding five grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of phencyclidine.
- G. An amount equal to or exceeding 120 grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant that is in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act and the Federal Drug Abuse Control laws, that is or contains any amount of a Schedule II depressant substance or a Schedule II hallucinogenic substance;
- H. An amount equal to or exceeding three grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant, or any of its salts or isomers, that is not in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act and the Federal Drug Abuse Control laws;
- (2) An amount equal to or exceeding one hundred twenty grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule III or IV substance other than an anabolic steroid or a Schedule III opiate or opium derivative;

- (t) "Unit dose" means an amount or unit of a compound, mixture or preparation containing a controlled substance, that is separately identifiable and is in a form indicating that it is the amount or unit by which the controlled substance is separately administered to or taken by an individual.
- (u) "Cultivate" includes planting, watering, fertilizing or tilling.
- (v) "Drug abuse offense" means any of the following:
- (1) A violation of Ohio R.C. 2925.02, 2925.03, 2925.04 to 2925.06, 2925.11, 2925.12, 2925.13, 2925.22, 2925.23, 2925.31, 2925.32, 2925.36 or 2925.37; or a violation of Ohio R.C. 2913.02(B) that constitutes theft of drugs;
 - (2) A violation of an existing or former law of this or any other state or of the United States, that is substantially equivalent to any section listed in subsection (v)(1) hereof;
 - (3) An offense under an existing or former law of this or any other state, or of the United States, of which planting, cultivating, harvesting, processing, making, manufacturing, producing, shipping, transporting, delivering, acquiring, possessing, storing, distributing, dispensing, selling, inducing another to use, administering to another, using or otherwise dealing with a controlled substance is an element;
 - (4) A conspiracy or attempt to commit, or complicity in committing or attempting to commit any offense under subsection (v)(1), (2) or (3) hereof.
- (w) "Felony drug abuse offense" means any drug abuse offense that would constitute a felony under the laws of this State, any other state or the United States.
- (x) "Harmful intoxicant" does not include beer or intoxicating liquor, but means any compound, mixture, preparation or substance the gas, fumes or vapor of which when inhaled can induce intoxication, excitement, giddiness, irrational behavior, depression, stupefaction, paralysis, unconsciousness, asphyxiation or other harmful physiological effects, and includes, but is not limited to, any of the following:
- (1) Any volatile organic solvent, plastic cement, model cement, fingernail polish remover, lacquer thinner, cleaning fluid, gasoline, or other preparation containing a volatile organic solvent,
 - (2) Any aerosol propellant;
 - (3) Any fluorocarbon refrigerant;
 - (4) Any anesthetic gas.
- (y) "Manufacture" means to plant, cultivate, harvest, process, make, prepare or otherwise engage in any part of the production of a drug by propagation, extraction, chemical synthesis or compounding, or any combination of the same, and includes packaging, repackaging, labeling and other activities incident to production.
- (z) "Possess" or "possession" means having control over a thing or substance

- (bl) "Standard pharmaceutical reference manual" means the current edition, with cumulative changes if any, of any of the following reference works:
 - (1) "The National Formulary";
 - (2) "The United States Pharmacopeia", prepared by authority of the United States Pharmacopeial Convention, Inc.,
 - (3) Other standard references that are approved by the State Board of Pharmacy.
- (cc) "Juvenile" means a person under eighteen years of age.
- (dd) "School" means any school operated by a board of education or any school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07, whether or not any instruction, extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.
- (ee) "School premises" means either of the following:
 - (1) The parcel of real property on which any school is situated, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the premises at the time a criminal offense is committed;
 - (2) Any other parcel of real property that is owned or leased by a board of education of a school or the governing body of a school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the parcel of real property at the time a criminal offense is committed.
- (ff) "School building" means any building in which any of the instruction, extracurricular activities or training provided by a school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted in the school building at the time a criminal offense is committed.
- (gg) "Counterfeit controlled substance" means:
 - (1) Any drug that bears, or whose container or label bears, a trademark, trade name or other identifying mark used without authorization of the owner of rights to that trademark, trade name or identifying mark; or
 - (2) Any unmarked or unlabeled substance that is represented to be a controlled substance manufactured, processed, packed or distributed by a person other than the person that manufactured, processed, packed or distributed it; or
 - (3) Any substance that is represented to be a controlled substance but is not a controlled substance or is a different controlled substance, or
 - (4) Any substance other than a controlled substance that a reasonable

- (ii) An offense is "committed in the vicinity of a juvenile" if the offender commits the offense within one hundred feet of a juvenile or within the view of a juvenile, regardless of whether the offender knows the age of the juvenile, whether the offender knows the offense is being committed within one hundred feet of or within view of the juvenile, or whether the juvenile actually views the commission of the offense.
- (ij) "Hashish" means the resin or a preparation of the resin contained in marihuana, whether in solid form or in a liquid concentrate, liquid extract, or liquid distillate form. (ORC 2925.01)

Section 4:

Section 513.02 of the General Offenses Code is hereby amended to read as follows:

513.02 GIFT OF MARIHUANA.

- (a) No person shall knowingly give or offer to make a gift of twenty grams or less of marihuana.
- (b) Whoever violates this section is guilty of trafficking in marihuana. Trafficking in marihuana is a minor misdemeanor for the first offense and, for any subsequent offense, it is a misdemeanor of the third degree. If the offense was committed in the vicinity of a school or the vicinity of a juvenile, trafficking in marihuana is a misdemeanor of the third degree.
(ORC 2925.03)

Section 5:

Section 513.03 of the General Offenses Code is hereby amended to read as follows:

**513.03 DRUG ABUSE; CONTROLLED SUBSTANCE POSSESSION
OR USE.**

- (a) No person shall knowingly obtain, possess or use a controlled substance.
- (b) This section does not apply to the following:
- (1) Manufacturers, practitioners, pharmacists, owners of pharmacies and other persons whose conduct was in accordance with Ohio R.C. Chapter 3719, 4715, 4729, 4731 and 4741 or Ohio R.C. 4723.56.
- (2) If the offense involves an anabolic steroid, any person who is conducting or participating in a research project involving the use of an anabolic steroid if the project has been approved by the United States Food and Drug Administration:
- (3) Any person who sells, offers for sale, prescribes, dispenses or administers for livestock or other nonhuman species an anabolic

(c)

Whoever violates subsection (a) hereof is guilty of one of the following:

- (1) If the drug involved in the violation is a compound, mixture, preparation, or substance included in Schedule III, IV, or V, whoever violates subsection (a) hereof is guilty of possession of drugs. Possession of drugs is a misdemeanor if the amount of the drug involved does not exceed the bulk amount. The penalty for the offense shall be determined as follows: possession of drugs is a misdemeanor of the third degree or, if the offender previously has been convicted of a drug abuse offense, a misdemeanor of the second degree. If the drug involved in the violation is an anabolic steroid included in Schedule III and if the offense is a misdemeanor of the third degree under this subsection, in lieu of sentencing the offender to a term of imprisonment in a detention facility, the court may place the offender on conditional probation pursuant to Ohio R.C. 2925.11(F) or 2951.02(F).

(2)

If the drug involved in the violation is marihuana, whoever violates subsection (a) hereof is guilty of possession of marihuana. Possession of marihuana is a misdemeanor if the amount of the drug involved does not exceed 200 grams. The penalty for the offense shall be determined as follows:

- A. Except as otherwise provided in subsection (c)(2)B. hereof, possession of marihuana is a minor misdemeanor.
- B. If the amount of the drug involved equals or exceeds 100 grams but does not exceed 200 grams, possession of marihuana is a misdemeanor of the fourth degree.

(3)

If the drug involved in the violation is hashish, whoever violates subsection (a) hereof is guilty of possession of hashish. Possession of hashish is a misdemeanor if the amount of the drug involved does not exceed the maximum amount specified in subsection (c)(3)B hereof. The penalty for the offense shall be determined as follows:

- A. Except as otherwise provided in subsection (c)(3)B. hereof, possession of hashish is a minor misdemeanor.
- B. If the amount of the drug involved equals or exceeds five grams but does not exceed ten grams of hashish in a solid form or equals or exceeds one gram but does not exceed two grams of hashish in a liquid concentrate, liquid extract, or liquid distillate form, possession of hashish is a misdemeanor of the fourth degree.

(d)

Arrest or conviction for a minor misdemeanor violation of this section does not constitute a criminal record and need not be reported by the person so arrested or convicted in response to any inquiries about the person's criminal record, including any inquiries contained in any application for employment, license, or other right or privilege, or made in connection with the person's appearance as a witness.

Section 6:

Section 513.05 of the General Offenses Code is hereby amended to read as follows:

513.05 PERMITTING DRUG ABUSE.

- (a) No person, who is the owner, operator or person in charge of a locomotive, watercraft, aircraft or other vehicle as defined in Ohio R.C. 4501.01(A), shall knowingly permit the vehicle to be used for the commission of a felony drug abuse offense.
- (b) No person, who is the owner, lessee or occupant, or who has custody, control or supervision of premises, or real estate, including vacant land, shall knowingly permit the premises, or real estate, including vacant land, to be used for the commission of a felony drug abuse offense by another person.
- (c) Whoever violates this section is guilty of permitting drug abuse. Permitting drug abuse is a misdemeanor of the first degree unless the felony drug abuse offense in question is a violation of Ohio R.C. 2925.02 or 2925.03 that was committed in the vicinity of a school or in the vicinity of a juvenile. (ORC 2925.13)

Section 7:

Section 513.06 of the General offenses Code is hereby added to read as follows:

513.06 ILLEGAL CULTIVATION OF MARIHUANA.

- (a) No person shall knowingly cultivate marihuana.
- (b) This section does not apply to any person listed in Ohio R.C. 2925.03(B)(1) to (3) to the extent and under the circumstances described in those divisions.
- (c) Whoever commits a violation of subsection (a) hereof is guilty of illegal cultivation of marihuana. Illegal cultivation of marihuana is a misdemeanor if the amount of marihuana involved does not exceed 200 grams.
 - (1) Except as otherwise provided in subsection (c)(2) hereof, illegal cultivation of marihuana is a minor misdemeanor.
 - (2) If the amount of marihuana involved equals or exceeds 100 grams but does not exceed 200 grams, illegal cultivation of marihuana is a misdemeanor of the fourth degree.
- (d) It is an affirmative defense, as provided in Ohio R.C. 2901.05, to a charge under this section for illegal cultivation of marihuana that the marihuana that gave rise to the charge is in an amount, is in a form, is prepared, compounded, or mixed with substances that are not controlled substances in a manner, or is possessed or cultivated under any other circumstances that indicate that the marihuana was solely for personal use.
- (e) Arrest or conviction for a minor misdemeanor violation of this section does

Section 8:

Section 513.08 of the General Offenses Code is hereby amended to read as follows:

513.08 ILLEGALLY DISPENSING DRUG SAMPLES.

- (a) No person shall knowingly furnish another a sample drug
- (b) Subsection (a) hereof does not apply to manufacturers, wholesalers, pharmacists, owners of pharmacies, dentists, doctors of medicine and surgery, doctors of osteopathic medicine and surgery, doctors of podiatry, veterinarians, and other persons whose conduct is in accordance with Ohio R.C. Chapters 3719, 4715, 4729, 4731, and 4741 or to optometrists whose conduct is in accordance with a valid therapeutic pharmaceutical agents certificate issued under Ohio R.C. Chapter 4725.
- (c) Whoever violates this section is guilty of illegal dispensing of drug samples. If the drug involved in the offense is a dangerous drug or a compound, mixture, preparation, or substance included in Schedule III, IV, or V, or is marihuana, the penalty for the offense shall be determined as follows:
- (1) Except as otherwise provided in subsection (c)(2) hereof, illegal dispensing of drug samples is a misdemeanor of the second degree.
 - (2) If the offense was committed in the vicinity of a school or in the vicinity of a juvenile, illegal dispensing of drug samples is a misdemeanor of the first degree. (ORC 2925.36)

Section 9:

Section 513.13 of the General Offenses Code is hereby amended to read as follows:

513.13 COUNTERFEIT CONTROLLED SUBSTANCES.

- (a) No person shall knowingly possess any counterfeit controlled substance.
- (b) Whoever violates this section is guilty of possession of counterfeit controlled substances, a misdemeanor of the first degree. (ORC 2925.37)

Section 10:

Section 517.05 of the General Offenses Code is hereby amended to read as follows:

517.05 CHEATING.

- (a) No person, with purpose to defraud or knowing that the person is facilitating a fraud, shall engage in conduct designed to corrupt the outcome of any of the following:

- (1) The subject of a bet;
- (2) A contest of knowledge, skill, or endurance that is not an athletic or sporting event;
- (3) A scheme or game of chance.

Section 11:

Section 525.02 of the General Offenses Code is hereby amended to read as follows:

525.02 FALSIFICATION.

(a) No person shall knowingly make a false statement, or knowingly swear or affirm the truth of a false statement previously made, when any of the following applies:

- (1) The statement is made in any official proceeding.
- (2) The statement is made with purpose to incriminate another.
- (3) The statement is made with purpose to mislead a public official in performing the public official's official function.
- (4) The statement is made with purpose to secure the payment of unemployment compensation, aid to dependent children, disability assistance, retirement benefits or other benefits administered by a governmental agency or paid out of a public treasury.
- (5) The statement is made with purpose to secure the issuance by a governmental agency of a license, permit, authorization, certificate, registration, release or provider agreement.
- (6) The statement is sworn or affirmed before a notary public or another person empowered to administer oaths.
- (7) The statement is in writing on or in connection with a report or return that is required or authorized by law.
- (8) The statement is in writing, and is made with purpose to induce another to extend credit to or employ the offender, or to confer any degree, diploma, certificate of attainment, award of excellence or honor on the offender, or to extend to or bestow upon the offender any other valuable benefit or distinction, when the person to whom the statement is directed relies upon it to that person's detriment.
- (9) The statement is made with purpose to commit or facilitate the commission of a theft offense.
- (10) The statement is knowingly made to a probate court in connection with any action, proceeding or other matter within its jurisdiction, either orally or in a written document, including, but not limited to, an application, petition, complaint or other pleading, or an inventory, account or report.
- (11) The statement is made on an application for a marriage license under Ohio R.C. 3101.05.
- (12) The statement is made, either orally or in writing, in connections with an application for legal representation submitted to a court, the state public defender, a county public defender or a joint county public defender by a defendant in a criminal case for the purpose of a determination of indigency and eligibility for legal representation by the state public defender, a county public defender, a joint county public defender or court-appointed counsel.
- (13) The statement is made on a fireworks purchaser form under Ohio R.C. 3743.07(C), Ohio R.C. 3743.20(B), Ohio R.C. 3943.44(B) or

- (17) The statement is made on a form required by Ohio R.C. 3751.03, certification on a form required under that section, a record upon which the information on a form required under that section is based, or other information or records required to be kept or submitted under Ohio R.C. Chapter 3751 and rules adopted under that chapter.
- (18) The statement is made on a return, application, or permit under Ohio R.C. 5728.02, 5728.03, or 5728.08.

(b) It is no defense to a charge under subsection (a)(4) hercof that the oath or affirmation was administered or taken in an irregular manner.

(c) Where contradictory statements relating to the same fact are made by the offender within the period of the statute of limitations for falsification, it is not necessary for the prosecution to prove which statement was false, but only that one or the other was false.

- (d) (1) Whoever violates any provision of subsection (a)(1) to (8), (10), (11) or (13) to (18) hereof is guilty of falsification, a misdemeanor of the first degree.
- (2) Whoever violates subsection (a)(9) hereof is guilty of falsification in a theft offense, a misdemeanor of the first degree if the value of the property or services stolen is less than five hundred dollars (\$500.00).
- (3) Whoever violates subsection (a)(12) hereof is guilty of falsification, a misdemeanor of the first degree. If as a result of the false statement that is the basis of the conviction under subsection (a)(12) hereof the offender received legal representation to which the offender was not entitled from the state public defender, a county public defender, a joint county public defender or court-appointed counsel, the court shall order the offender to make restitution, in an amount equal to the value of the legal representation provided by the state public defender, county public defender, joint county public defender or court-appointed counsel, to the public entity that paid for the legal representation.
- (ORC 2921.13)

Section 12:

Section 525.08 of the General Offenses Code is hereby amended to read as follows:

525.08 OBSTRUCTING JUSTICE.

(a) No person, with purpose to hinder the discovery, apprehension, prosecution, conviction or punishment of another for a misdemeanor, or to assist another to benefit from the commission of a misdemeanor, shall do any of the following:

- (1) Harbor or conceal the other person;
- (2) Provide the other person with money, transportation, a weapon, a disguise or other means of avoiding discovery or apprehension;

Section 13:

Section 525.09 of the General Offenses Code is hereby amended to read as follows:

525.09 RESISTING ARREST.

- (a) No person, recklessly or by force, shall resist or interfere with a lawful arrest of the person or another.
- (b) Whoever violates this section is guilty of resisting arrest, a misdemeanor of the second degree unless the offense is committed by an offender who brandishes a deadly weapon or who attempts to gain control of a deadly weapon that is in the possession of a law enforcement officer.
- (c) As used in this section, "deadly weapon" has the same meaning as in Ohio R.C. 2923.11. (ORC 2921.33)

Section 14:

Section 533.02 of the General Offenses Code is hereby amended to read as follows:

**533.02 PRESUMPTION OF KNOWLEDGE; ACTUAL NOTICE
AND DEFENSE.**

- (a) An owner, or manager, or his agent or employee, of a bookstore, newsstand, theater or other commercial establishment engaged in selling materials or exhibiting performances, who, in the course of business does any of the acts prohibited by Section 533.11, is presumed to have knowledge of the character of the material or performance involved, if he has actual notice of the nature of such material or performance, whether or not he has precise knowledge of its contents.
- (b) Without limitation on the manner in which such notice may be given, actual notice of the character of material or a performance may be given in writing by the chief legal officer of the jurisdiction in which the person to whom the notice is directed does business. Such notice, regardless of the manner in which it is given, shall identify the sender, identify the material or performance involved, state whether it is obscene or harmful to juveniles and bear the date of such notice.
- (c) Section 533.11 does not apply to a motion picture operator or projectionist acting within the scope of his employment as an employee of the owner or manager of a theater or other place for the showing of motion pictures to the general public, and having no managerial responsibility or financial interest in his place of employment other than wages. (ORC 2907.35)

Section 15:

Section 533.04 of the General Offenses Code is hereby amended to read as follows:

533.04 SEXUAL IMPOSITION.

- (a) No person shall have sexual contact with another, not the spouse of the

- (3) The offender knows that the other person or one of the other persons submits because of being unaware of the sexual contact.
- (4) The other person or one of the other persons is thirteen years of age or older but less than sixteen years of age, whether or not the offender knows the age of such person, and the offender is at least eighteen years of age and four or more years older than such other person.
- (b) No person shall be convicted of a violation of this section solely upon the victim's testimony unsupported by other evidence.
- (c) Whoever violates this section is guilty of sexual imposition, a misdemeanor of the third degree. If the offender previously has been convicted of a violation of Ohio R.C. 2907.02, 2907.03, 2907.04, 2907.05, 2907.06 or 2907.12, or a substantially similar municipal ordinance, a violation of this section is a misdemeanor of the first degree. (ORC 2907.06)

Section 16:

Section 537.051 of the General Offenses Code is hereby amended to read as follows:

537.051 MENACING BY STALKING.

- (a) No person by engaging in a pattern of conduct shall knowingly cause another to believe that the offender will cause physical harm to the other person or cause mental distress to the other person.
- (b) Whoever violates subsection (a) hereof is guilty of menacing by stalking, a misdemeanor of the first degree unless the offender previously has been convicted of or pleaded guilty to a violation of subsection (a) hereof or Ohio R.C. 2903.211 involving the same person who is the victim of the current offense.
- (c) As used in this section:
 - (1) "Pattern of conduct" means two or more actions or incidents closely related in time, whether or not there has been a prior conviction based on any of those actions or incidents.
 - (2) "Mental distress" means any mental illness or condition that involves some temporary substantial incapacity or mental illness or condition that would normally require psychiatric treatment. (ORC 2903.211)

Section 17:

Section 537.15 of the General Offenses Code is hereby amended to read as follows:

537.15 TEMPORARY PROTECTION ORDER.

(b) Whoever violates this section is guilty of violating a protection order or consent agreement or anti-stalking protection order.

- (1) If the offense involves a violation of a protection order or consent agreement, violating a protection order or consent agreement or anti-stalking protection order is a misdemeanor of the first degree unless the offender previously has been convicted of or pleaded guilty to two or more violations of Ohio R.C. 2903.211 or 2911.211 that involve the same person who is the subject of the protection order or consent agreement or previously has been convicted of or pleaded guilty to one or more violations of Ohio R.C. 2919.27;
- (2) If the offense involves a violation of an anti-stalking protection order, violating a protection order or consent agreement or anti-stalking protection order is a misdemeanor of the first degree unless the offender previously has been convicted of or pleaded guilty to two or more violations of Ohio R.C. 2919.27 involving an anti-stalking protection order, two or more violations of Ohio R.C. 2903.21, 2903.211, 2903.22 or 2911.211 that involve the same person who is the subject of the anti-stalking protection order, or two or more violations of Ohio R.C. 2903.214 as it existed prior to July 1, 1996. (ORC 2919.27)

Section 18:

Section 537.17 of the General Offenses Code is hereby amended to read as follows:

537.17 CRIMINAL CHILD ENTICEMENT.

(a) No person, by any means and without privilege to do so, shall knowingly solicit, coax, entice or lure any child under fourteen years of age to enter into any vehicle, as defined in Ohio R.C. 4501.01, whether or not the offender knows the age of the child, if both of the following apply:

- (1) The actor does not have the express or implied permission of the parent, guardian or other legal custodian of the child in undertaking the activity;
 - (2) The actor is not a law enforcement officer, medic, firefighter, or other person who regularly provides emergency services, and is not an employee or agent of, or a volunteer acting under the direction of any Board of Education, or the actor is any of such persons, but, at the time the actor undertakes the activity, the actor is not acting within the scope of the actor's lawful duties in that capacity.
- (b) It is an affirmative defense to a charge under subsection (a) hereof that the actor undertook the activity in response to a bona fide emergency situation or that the actor undertook the activity in a reasonable belief that it was necessary to preserve the health, safety or welfare of the child.

Section 19:

Section 541.02 of the General Offenses Code is hereby amended to read as follows:

541.02 ARSON.

- (a) No person, by means of fire or explosion, shall knowingly cause or create a substantial risk of physical harm to any property of another without the other person's consent.
- (b) This section does not apply if the violation is done with purpose to defraud or the property involved is a statehouse or a courthouse, school building or other building or structure that is owned or controlled by the State, any political subdivision, or any department, agency or instrumentality of the State or a political subdivision, and that is used for public purposes.
- (c) Whoever violates this section is guilty of arson, a misdemeanor of the first degree, if the value of the property or the amount of physical harm involved is less than five hundred dollars (\$500.00). (ORC 2909.03)

Section 20:

Section 545.03 of the General Offenses Code is hereby amended to read as follows:

545.03 PROPERTY EXCEPTIONS AS FELONY OFFENSE.

Regardless of the value of the property involved, and regardless of whether the offender has previously been convicted of a theft offense, the provisions of Section 545.05 or 545.18 do not apply if the property involved is any of the following:

- (a) A credit card;
- (b) A printed form for a check or other negotiable instrument, that on its face identifies the drawer or maker for whose use it is designed or identifies the account on which it is to be drawn, and that has not been executed by the drawer or maker or on which the amount is blank;
- (c) A firearm or dangerous ordinance as defined in Ohio R.C. 2923.11;
- (d) A motor vehicle identification license plate as prescribed by Ohio R.C. 4503.22, a temporary license placard or windshield sticker as prescribed by Ohio R.C. 4503.182, or any comparable license plate, placard or sticker as prescribed by the applicable law of another state or the United States;
- (e) A blank form for a certificate of title or a manufacturer's or importer's certificate to a motor vehicle, as prescribed by Ohio R.C. 4505.07;
- (f) A blank form for any license listed in Ohio R.C. 4507.01(A).
(ORC 2913.71)

Section 21:

Section 545.05 of the General Offenses Code is hereby amended to read as follows:

545.05 PETTY THEFT.

- (1) Without the consent of the owner or person authorized to give consent;
- (2) Beyond the scope of the express or implied consent of the owner or person authorized to give consent;
- (3) By deception;
- (4) By threat.

(b) Whoever violates this section is guilty of petty theft, a misdemeanor of the first degree if:

- (1) The value of the property or services stolen is less than five hundred dollars (\$500.00);
- (2) The property stolen is not:
 - A. Listed in Section 545.03;
 - B. A motor vehicle as defined in Ohio R.C. 4501.01; or
 - C. A dangerous drug as defined in Ohio R.C. 4729.02.
(ORC 2913.02)

Section 22:

Section 545.06 of the General Offenses Code is hereby amended to read as follows:

545.06 UNAUTHORIZED USE OF A VEHICLE; VEHICLE TRESPASS.

(a) No person shall knowingly use or operate an aircraft, motor vehicle, motorcycle, motorboat or other motor-propelled vehicle without the consent of the owner or person authorized to give consent.

(b) This section does not apply to property removed from the State or if possession is kept for more than forty-eight hours.

(c) The following are affirmative defenses to a charge under this section:

- (1) At the time of the alleged offense, the actor, though mistaken, reasonably believed that the actor was authorized to use or operate the property.
- (2) At the time of the alleged offense, the actor reasonably believed that the owner or person empowered to give consent would authorize the actor to use or operate the property.

(d) No person shall knowingly enter into or upon a motor vehicle, motorcycle or other motor-propelled vehicle without the consent of the owner or person authorized to give consent.

(e) Whoever violates subsection (a) hereof is guilty of unauthorized use of a vehicle, a misdemeanor of the first degree. (ORC 2913.03)

(f) Whoever violates subsection (d) hereof is guilty of vehicle trespass, a minor misdemeanor.

Section 23:

Section 545.07 of the General Offenses Code is hereby amended to read as follows:

545.07 INSURANCE FRAUD.

(a) As used in this section:

- (1) "Data" has the same meaning as in Section 545.01 and additionally includes any other representation of information, knowledge, facts, concepts or instructions that are being or have been prepared in a formalized manner.
- (2) "Deceptive" means that a statement, in whole or in part, would cause another to be deceived because it contains a misleading representation, withholds information, prevents the acquisition of information or by any other conduct, act or omission creates, confirms or perpetuates a false impression, including, but not limited to, a false impression as to law, value, state of mind or other objective or subjective fact.
- (3) "Insurer" means any person that is authorized to engage in the business of insurance in this State under Title XXXIX of the Ohio Revised Code; any prepaid dental plan, medical care corporation, health care corporation, dental care corporation or health maintenance organization; and any legal entity that is self-insured and provides benefits to its employees or members.
- (4) "Policy" means a policy, certificate, contract or plan that is issued by an insurer.
- (5) "Statement" includes, but is not limited to, any notice, letter or memorandum; proof of loss; bill of lading; receipt for payment; invoice, account or other financial statement; estimate of property damage; bill for services; diagnosis or prognosis; prescription; hospital, medical or dental chart or other record; X-Ray, photograph, videotape or movie film; test result; other evidence of loss, injury or expense; computer-generated document; and data in any form.

(b) No person, with purpose to defraud or knowing that the person is facilitating a fraud, shall do either of the following:

- (1) Present to, or cause to be presented to, an insurer any written or oral statement that is part of, or in support of, an application for insurance, a claim for payment pursuant to a policy or a claim for any other benefit pursuant to a policy, knowing that the statement, or any part of the statement, is false or deceptive;
- (2) Assist, aid, abet, solicit, procure or conspire with another to prepare or make any written or oral statement that is intended to be presented to an insurer as part of, or in support of, an application for insurance, a claim for payment pursuant to a policy, or a claim for any other benefit pursuant to a policy, knowing that the statement, or any part of the statement, is false or deceptive.

Section 24:

Section 545.08 of the General Offenses Code is hereby amended to read as follows:

545.08 UNAUTHORIZED USE OF PROPERTY.

- (a) No person shall knowingly use or operate the property of another without the consent of the owner or person authorized to give consent.
- (b) The affirmative defenses contained in Section 545.06(c) are affirmative defenses to a charge under this section.
- (c) Whoever violates this section is guilty of unauthorized use of property. Except as provided in subsection (d) hereof, unauthorized use of property is a misdemeanor of the fourth degree.
- (d) If unauthorized use of property is committed for the purpose of devising or executing a scheme to defraud or to obtain property or services, and if the value of the property or services is less than five hundred dollars (\$500.00), unauthorized use of property is a misdemeanor of the first degree. (ORC 2913.04)

Section 25:

Section 545.09 of the General Offenses Code is hereby amended to read as follows:

545.09 PASSING BAD CHECKS.

- (a) No person, with purpose to defraud, shall issue or transfer or cause to be issued or transferred a check or other negotiable instrument, knowing that it will be dishonored.
- (b) For purposes of this section, a person who issues or transfers a check or other negotiable instrument is presumed to know that it will be dishonored, if either of the following occurs:
 - (1) The drawer had no account with the drawee at the time of issue or the stated date, whichever is later.
 - (2) The check or other negotiable instrument was properly refused payment for insufficient funds upon presentment within thirty days after issue or the stated date, whichever is later, and the liability of the drawer, indorser or any party who may be liable thereon is not discharged by payment or satisfaction within ten days after receiving notice of dishonor.
- (c) For purposes of this section, a person who issues or transfers a check, bill of exchange or other draft is presumed to have the purpose to defraud if the drawer fails to comply with Ohio R.C. 1349.16 by doing any of the following when opening a checking account intended for personal, family or household purposes at a financial institution:
 - (1) Falsely stating that the drawer has not been issued a valid driver's or

(d) Whoever violates this section is guilty of passing bad checks, a misdemeanor of the first degree, if the check or other negotiable instrument is for payment of less than five hundred dollars (\$500.00). (ORC 2913.11)

Section 26:

Section 545.10 of the General Offenses Code is hereby amended to read as follows:

545.10 MISUSE OF CREDIT CARDS.

(a) No person shall do any of the following:

- (1) Practice deception for the purpose of procuring the issuance of a credit card, when a credit card is issued in actual reliance thereon;
 - (2) Knowingly buy or sell a credit card from or to a person other than the issuer.
- (b) No person, with purpose to defraud, shall do any of the following:
- (1) Obtain control over a credit card as security for a debt;
 - (2) Obtain property or services by the use of a credit card, in one or more transactions, knowing or having reasonable cause to believe that the card has expired or been revoked, or was obtained, is retained or is being used in violation of law;
 - (3) Furnish property or services upon presentation of a credit card, knowing that the card is being used in violation of law;
 - (4) Represent or cause to be represented to the issuer of a credit card that property or services have been furnished, knowing that the representation is false.

(c) No person, with purpose to violate this section, shall receive, possess, control or dispose of a credit card.

(d) Whoever violates this section is guilty of misuse of credit cards. A violation of subsection (a), (b)(1) or (c) hereof is a misdemeanor of the first degree. If the cumulative retail value of the property and services involved in one or more violations of subsection (b)(2), (3) or (4) hereof, which violations involve one or more credit card accounts and occur within a period of ninety consecutive days commencing on the date of the first violation, is less than five hundred dollars (\$500.00), then misuse of credit cards is a misdemeanor of the first degree.

(ORC 2913.21)

Section 27:

Section 545.13 of the General Offenses Code is hereby amended to read as follows:

545.13 CRIMINAL SIMULATION.

(a) No person, with purpose to defraud, or knowing that the person is facilitating a fraud, shall do any of the following:

- (3) Falsely or fraudulently make, simulate, forge, alter, or counterfeit any wrapper, label, stamp, cork, or cap prescribed by the Liquor Control Commission under Ohio R.C. Chapters 4301 and 4303, falsely or fraudulently cause to be made, simulated, forged, altered, or counterfeited any wrapper, label, stamp, cork, or cap prescribed by the Liquor Control Commission under Ohio R.C. Chapters 4301 and 4303, or use more than once any wrapper, label, stamp, cork, or cap prescribed by the Liquor Control Commission under Ohio R.C. Chapters 4301 and 4303.
- (4) Utter, or possess with purpose to utter, any object that the person knows to have been simulated as provided in subsection (a)(1), (2) or (3) of this section.
- (b) Whoever violates this section is guilty of criminal simulation, a misdemeanor of the first degree if the loss to the victim is less than five hundred dollars (\$500.00). (ORC 2913.32)

Section 28:

Section 545.14 of the General Offenses Code is hereby amended to read as follows:

545.14 TAMPERING WITH RECORDS.

- (a) No person, knowing the person has no privilege to do so, and with purpose to defraud or knowing that the person is facilitating a fraud, shall do any of the following:
- (1) Falsify, destroy, remove, conceal, alter, deface or mutilate any writing, computer software, data, computer data or record;
 - (2) Utter any writing or record, knowing it to have been tampered with as provided in subsection (a)(1) hereof.
- (b) Whoever violates this section is guilty of tampering with records, a misdemeanor of the first degree, if the violation does not involve data the value of which or loss to the victim is more than five hundred dollars (\$500.00), and if the writing or record is not a will unrevoked at the time of the offense or not a record kept by or belonging to a governmental agency.
(ORC 2913.42)

Section 29:

Section 545.15 of the General Offenses Code is hereby amended to read as follows:

545.15 SECURING WRITINGS BY DECEPTION.

- (a) No person, by deception, shall cause another to execute any writing that disposes of or encumbers property, or by which a pecuniary obligation is incurred.
- (b) Whoever violates this section is guilty of securing writings by deception, a misdemeanor of the first degree if the value of the secured writings is less than five hundred dollars (\$500.00), and if the writing or record is not a will unrevoked at the time of the offense or not a record kept by or belonging to a governmental agency.
(ORC 2913.42)

Section 30:

Section 545.17 of the General Offenses Code is hereby amended to read as follows:

545.17 DEFRAUDING CREDITORS.

(a) No person, with purpose to defraud one or more of the person's creditors, shall do any of the following:

- (1) Remove, conceal, destroy, encumber, convey or otherwise deal with any of the person's property.
- (2) Misrepresent or refuse to disclose to a fiduciary appointed to administer or manage the person's affairs or estate, the existence, amount or location of any of the person's property, or any other information regarding such property that the person is legally required to furnish to the fiduciary.

(b) Whoever violates this section is guilty of defrauding creditors, a misdemeanor of the first degree, if the value of the property involved is less than five hundred dollars (\$500.00). (ORC 2913.45)

Section 31:

Section 545.18 of the General Offenses Code is hereby amended to read as follows:

545.18 RECEIVING STOLEN PROPERTY.

(a) No person shall receive, retain or dispose of property of another, knowing or having reasonable cause to believe that the property has been obtained through commission of a theft offense.

(b) Whoever violates this section is guilty of receiving stolen property, a misdemeanor of the first degree if:

- (1) The value of the property involved is less than five hundred dollars (\$500.00);
- (2) The property involved is not:
 - A. Listed in Section 545.03;
 - B. A motor vehicle as defined in Ohio R.C. 4501.01;
 - C. A dangerous drug as defined in Ohio R.C. 4729.02 (ORC 2913.51)

Section 32:

Section 545.19 of the General Offenses Code is hereby amended to read as follows:

545.19 POSSESSION OF CRIMINAL TOOLS.

- (a) No person shall possess or have under the person's control any substance, device, instrument, or article, with purpose to use it criminally.
- (b) Each of the following constitutes prima-facie evidence of criminal purpose:

- (c) Whoever violates this section is guilty of possessing criminal tools, a misdemeanor of the first degree unless the circumstances indicate that the substance, device, instrument, or article involved in the offense was intended for use in the commission of a felony. (ORC 2923.24)

Section 33:

Section 549.02 of the General Offenses Code is hereby amended to read as follows:

549.02 CARRYING CONCEALED WEAPONS.

- (a) No person shall knowingly carry or have, concealed on his or her person or concealed ready to hand, any deadly weapon.
- (b) This section does not apply to officers, agents or employees of this or any other state or the United States, or to law enforcement officers, authorized to carry concealed weapons or dangerous ordinance, and acting within the scope of their duties.
- (c) It is an affirmative defense to a charge under this section of carrying or having control of a weapon other than dangerous ordinance, that the actor was not otherwise prohibited by law from having the weapon, and that any of the following apply:
- (1) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in or was going to or from the actor's lawful business or occupation, which business or occupation was of such character or was necessarily carried on in such manner or at such time or place as to render the actor particularly susceptible to criminal attack, such as would justify a prudent person in going armed.
 - (2) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in a lawful activity, and had reasonable cause to fear a criminal attack upon the actor or a member of the actor's family or upon the actor's home, such as would justify a prudent person in going armed.
 - (3) The weapon was carried or kept ready at hand by the actor for any lawful purpose and while in the actor's own home.
 - (4) The weapon was being transported in a motor vehicle for any lawful purpose, and was not on the actor's person, and, if the weapon was a firearm, was carried in compliance with the applicable requirements of Section 549.04(c).
- (d) Whoever violates this section is guilty of carrying concealed weapons, a misdemeanor of the first degree, if the offender has not previously been convicted of a violation Ohio R.C. 2923.12 or of any offense of violence, or if the weapon involved is not a firearm which is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is not a dangerous ordinance, or if the offense is not committed aboard an aircraft, with purpose to carry a concealed weapon aboard an aircraft, regardless of the weapon involved.

Section 35:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, welfare, and safety and for the further reason that the General Offenses Code of the City of Massillon need to be revised by July 1, 1996, the effective date of Am. Sub. Senate Bill 2. Provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June 1996
APPROVED: Sharon Howell SHARON HOWELL, CLERK OF COUNCIL

JOHN H. FRIEG, PRESIDENT

APPROVED: June 18, 1996
Francis H. Cicchinelli, Jr.
FRANCIS H. CICCINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Sharon Howell
Clerk of Council

Date 6/17/96

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 110 - 1996

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund, Capital Improvement Fund, Indigent Driver Alcohol Treatment Fund, Sewer O&M Fund, Park Fund, UDAG B-85-AA-39-0248 Oak Park Fund, Federal Grant Community Fund, Senior Citizens Fund, Wastewater Treatment Fund, and the Swimming Pool Fund, of the City of Massillon, Ohio, for the year ending December 31, 1996, 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 General Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

§ 56,700.00 to an account entitled "Workmens Comp" 1100.905.2270

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

§ 50,000.00 to an account entitled "16th Street Professional Study"

1401.435.2534

§ 6,500.00 to an account entitled "Fire Stations-Bldg. Repair Updates"

1401.325.2510

§ 1,012.00 to an account entitled "Data Center-Power Pack Back Ups"

1401.170.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Indigent Driver Alcohol Treatment Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

§ 40,650.00 to an account entitled "Indigent Drivers Alcohol Treatment"

1225.125.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Sewer O&M Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

§ 15,000.00 to an account entitled "West Massillon Sanitary Easements"

2101.615.2510

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Park Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

§ 5,307.40 to an account entitled "Transfer To" 1204.505.2710

Section 7:

There be and hereby is appropriated from the unappropriated balance of the Federal Grant Community Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 4,000.00 to an account entitled "Temporary Help" 1230.305.2392

Section 8:

There be and hereby is appropriated from the unappropriated balance of the Senior Citizens Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 1,414.24 to an account entitled "Transfer To" 1210.450.2710

Section 9:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 525.00 to an account entitled "Workmens Comp" 2101.610.2270

Section 10:

There be and hereby is appropriated from the unappropriated balance of the Swimming Pool Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 300.00 to an account entitled "Supplies" 1236.705.2410
\$ 168.00 to an account entitled "Remittance to State" 1236.705.2390
\$ 50.00 to an account entitled "Postage" 1236.705.2350

Section 11:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the more efficient operation of the aforesaid departments of the City of Massillon, Ohio, and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June, 1996

ATTEST:

Sharon Howell
SHARON HOWELL, CLERK OF COUNCILJohn H. Frieg
JOHN H. FRIEG, PRESIDENT

APPROVED:

June 18, 1996Francis H. Cicchinelli, Jr.
FRANCIS H. CICCINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 111 - 1996

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 1996 appropriation from within the General Fund, 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:

There be and hereby is transferred from the 1996 appropriation from within the General Fund of the City of Massillon, Ohio, the following:

\$ 5,500.00 FROM "Hospital/Eye/Dental" 1100.135.2210
\$ 1,100.00 " "Life" 1100.125.2220
\$ 400.00 " "Life" 1100.210.2220

TO "Testing" 1100.150.2399

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for testing for the Civil Service Commission for the year, and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June, 1996

ATTEST:

Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

John H. Frieg
JOHN H. FRIEG, PRESIDENT

APPROVED:

June 18, 1996

Francis H. Cicchinelli, Jr.
FRANCIS H. CICHINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted therein.

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 112 - 1996

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 1996 appropriation from the Legends Golf Fund, Park Fund, and Senior Citizens Fund and to the General Fund 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:

There be and hereby is transferred from the 1996 appropriation from the Legends Golf Fund to the General Fund the following:

\$ 50,000.00 FROM: "Transfer To" 2104.920.2710
TO: "Transfer From Legends" 1100.905.1865

Section 2:

There be and hereby is transferred from the 1996 appropriation from the Park Fund to the General Fund the following:

\$ 5,307.40 FROM: "Transfer To" 1204.505.2710
TO: "Transfer From " 1100.905.1860

Section 3:

There be and hereby is transferred from the 1996 appropriation from the Senior Citizens Fund to the General Fund the following:

\$ 1,414.24 FROM: "Transfer To" 1210.450.2710
TO: "Transfer From " 1100.905.1860

Section 4:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the payment of expenses incurred through out the year from the various funds in the City of Massillon, Ohio, and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June, 1996

ATTEST:

Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

John H. Frieg
JOHN H. FRIEG, PRESIDENT

John H. Frieg
JOHN H. FRIEG, PRESIDENT

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 113 - 1996

BY: THE FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Community Development Block Grant Program Fund, of the City of Massillon, Ohio, for the year ending December 31, 1996, 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 Community Development Block Grant Program Fund of the City of Massillon, Ohio, for the year ending December 31, 1996, the following:

\$ 86,000.00 to an account entitled "Economic Development Revolving Loans"
1402.845.2817

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the loan from the City of Massillon to Cunningham Services, Inc. and Apple Jax Cafe, Inc. 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 17th DAY OF June 1996

APPROVED: Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

John H. Frieg
JOHN H. FRIEG, PRESIDENT

APPROVED: June 18, 1996

Francis H. Cicchinelli, Jr.
FRANCIS H. CICCINELLI, JR., MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Sharon Howell
Clerk of Council

DATE: June 17, 1996

CLERK: _____

SHARON HOWELL

CITY OF MASSILLON, OHIO

CCUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 114 - 1996

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Land Lease Agreement for and on behalf of the City of Massillon, Ohio, with GTE Mobilnet of Ohio Limited Partnership for the lease of City owned land in Kiwanis Park, Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, be and hereby is authorized to sign on behalf of the City of Massillon, Ohio, a Land Lease Agreement with GTE Mobilnet of Ohio Limited Partnership for the lease of City owned land in Kiwanis Park, and described in Section 2.

Section 2:

That the Lease Agreement shall pertain to the following described property:

(SEE EXHIBIT "A" IN THE ATTACHED AGREEMENT)

Section 3

That said premises shall be leased for the amount of Fifty Thousand Dollars (\$50,000.00) shall be for a period of five (5) years with an option to renew for an additional five (5) year term.

Section 4:

The Auditor is hereby directed to deposit the funds received from said lease agreement into the Park and Rec Fund, line item #1234.520.1820 "GTE Lease".

Section 5:

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 that it is necessary to enter the lease agreement and that the funds received will be used to improve the parks and recreation system in the City of Massillon. 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 17th DAY OF June 1996

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL

JOHN H. FRIEG, PRESIDENT

MASSILLON

LAND LEASE AGREEMENT

STATE OF OHIO

COUNTY OF STARK

KNOWN ALL MEN BY THESE PRESENTS THAT:

This Land Lease Agreement, hereinafter referred to as "Lease," is made and entered into as of the Effective Date (as defined below), between **THE CITY OF MASSILLON**, c/o Safety Service Director, hereinafter referred to as "Landlord," and **GTE MOBILNET OF OHIO LIMITED PARTNERSHIP**, with offices at 4500 Richmond Road, Warrensville Heights, Ohio 44128, hereinafter referred to as "Tenant".

W I T N E S S E T H:

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the following described lands, hereinafter referred to as "Leased Premises" situated in Stark County, State of Ohio, and more particularly described on Exhibit A attached hereto and made a part hereof, and shown on the property map attached hereto and made a part hereof as Exhibit C.

2. **Use.** Landlord hereby grants permission to Tenant to occupy the Leased Premises to install, construct and operate a transmission tower (the "Tower"), and radio and microwave communications equipment. Such equipment shall include, but not be limited to, an equipment building and emergency gasoline, butane, diesel or other fuel powered generator on the Leased Premises at a location suitable for Tenant's needs as determined by Tenant in its sole discretion. Said building will house additional equipment necessary for Tenant's communication operations and the emergency generator will be used at Tenant's option, but in most cases only in the event of a power failure. For the purposes of this Lease, the Tower and all of Tenant's equipment, building, generator, cables, wires, antennas and microwave dishes and accessories shall hereinafter collectively be referred to as "Communications Equipment" or "Communications Center." Upon request, GTE Mobilnet will permit Landlord, at no charge, to install communications equipment on the tower at a height of 150 feet "subject to GTE Mobilnet's technical standards" to ensure non-interference. Landlord may share its tower space with any other department or body of the City of Massillon, provided that such shared use shall not interfere with Tenant's use of the Tower. Tenant shall also allow Landlord to install one rack of radio equipment on the wall inside the communications building at no charge.

3. **Term.** The primary term of this Lease shall be for five (5) years (the "Primary Term") and shall commence on the day (the "Commencement Date") Tenant obtains the Local Permits (as hereinafter defined) and terminates on the day before the fifth (5th) anniversary of the Commencement Date subject to extensions as set forth in Section 5 below.

4. **Rent.** Tenant shall pay Landlord at the address designated in Section 9 of this Lease, as prepaid rent for the entire Primary Term, an amount equal to Fifty Thousand Dollars (\$50,000.00) on the Commencement Date. In the event this Lease is extended beyond the Primary Term, as hereinafter provided, the rental rate shall be adjusted in accordance with Section 5 below.

5. **Extensions.** Tenant shall have the option to extend this Lease by a series of five (5) additional terms ("Renewal Term") of five (5) years each so long as it has complied with the terms and conditions of this Lease and is not in default hereunder. Tenant shall give written notice to Landlord of its

MASSILLON

intention to extend during the last six (6) months of the Primary Term or any extension thereof, as the case may be, but in no event shall such notice be less than thirty (30) days prior to the expiration of any such term. If Tenant fails to notify Landlord of any renewal option that Tenant has the right to exercise hereunder prior to the required time, its option(s) to renew or extend shall nevertheless remain in full force and effect for a period of thirty (30) days after receipt of written notice from Landlord subsequent to the required time setting forth the expiration date of this Lease and advising Tenant that notice of renewal has not been received. In the event Tenant exercises options to extend this Lease, rentals for the first additional term shall be Eleven Thousand Dollars (\$11,000.00) per year, rentals for the second additional term shall be Twelve Thousand Dollars (\$12,000.00) per year, rentals for the third additional term shall be Thirteen Thousand Dollars (\$13,000.00) per year, rentals for the fourth additional term shall be Fourteen Thousand Dollars (\$14,000.00) per year, rentals for the fifth additional term shall be Fifteen Thousand Dollars (\$15,000.00) per year.

6. Holding Over. If Tenant should remain in possession of the Leased Premises after the expiration of the Primary Term or any Renewal Term of this Lease, without the exercise of an option or the execution by Landlord and Tenant of a new lease, then Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Lease and at a monthly rental of one and one-fourth (1.25) the per month rental then provided hereby.

7. Access. Tenant is hereby given and granted the right-of-way of ingress and egress over and across the Leased Premises and other lands owned by Landlord as may be required for the purpose of erection, installation, maintenance and removal of such Communications Equipment and other necessary appurtenances and for access for telephone lines and power lines in connection with its cellular, radio and microwave Communications Center. Such right-of-way of ingress and egress shall be over existing roads, parking lots or over other roads that may be established by Tenant hereafter. An additional legally described non-exclusive access easement not less than 15 feet or more than 30 feet wide is defined and attached hereto and made a part hereof as Exhibit B. Any new access road constructed by Tenant to the Leased Premises shall be for Tenant's non-exclusive use. Tenant shall have the right but not the obligation to improve any access easement either by grading, graveling or paving it.

In the event it is not practicable, in Tenant's opinion or in the opinion of any applicable Utility Company, to use the access easement for the providing of utilities to the Leased Premises, Landlord agrees to grant to Tenant or to such Utility Companies as Tenant shall designate, an easement or easements for such utilities as Tenant deems necessary to serve the Leased Premises (whether singular or plural, the "Utility Easement"). Landlord shall advise Tenant of any Utility Company requesting an easement over and across the Leased Premises. The Utility Easement shall be for the installation and maintenance (whether by Tenant or by its designated Utility Company) under the ground from the point of connection with the Utility Company's distribution network to Tenant's building located on the Leased Premises. The Utility Easement shall be sufficiently wide for the providing of the applicable utilities to the Leased Premises, but in no event wider than 30 feet, further described in Exhibit B. Furthermore, it is understood that Tenant and the Utility Company providing services to Tenant shall have access to all areas of the Leased Premises and other lands or rights-of-way owned by Landlord as necessary for installation, maintenance and/or repair of such services.

8. Utilities at Tenant's Cost. Tenant shall be solely responsible for and promptly pay all charges for gas, electricity, telephone service, or any other utility used or consumed by Tenant on the Leased Premises. Tenant shall have an electrical current meter installed at the Leased Premises, and the cost of such meter and of installation, maintenance and repair thereof shall be paid for by the Tenant.

MASSILLON

9. Notice. Any notice shall be in writing and shall be delivered by hand or sent by United States Registered or Certified Mail, postage prepaid addressed as follows.

Landlord:

Phone No.: _____

With a copy to:

Tenant:

GTE Mobilnet of Ohio Limited Partnership
4500 Richmond Road
Warrensville Heights, Ohio 44128
Attn.: Director of Network, Ohio Area
Phone No.: (216) 765-6800

With a copy to:

GTE Mobilnet Service Corp.
245 Perimeter Center Parkway
Atlanta, Georgia 30346
Attn.: General Counsel

Either party hereto may change its address to which said notice shall be delivered or mailed by giving notice of such change as provided above. Notice shall be deemed given when delivered (if delivered by hand) or when postmarked (if sent properly by mail).

10. Liability and Indemnity. Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Tenant or Tenant's agents, employees or contractors occurring during the Primary Term or any Renewal Term of this Lease in or about the Leased Premises. Landlord agrees to indemnify and save Tenant harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Landlord or Landlord's agents, employees, contractors or other tenants of Landlord occurring during the Primary Term, any Renewal Term of this Lease, or any holding over (tenant-at-sufferance) term.

11. Environmental Indemnification. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all losses, expenses (including reasonable legal expenses) of whatever kind and nature resulting from any accident, occurrence or condition caused by the release by Tenant of any toxic or hazardous substance or waste in, on, under, about or affecting the Leased Premises which results in any injury or death of any person or damage to any property or which requires the removal or treatment of such hazardous or toxic substance or waste or any other remedial action or fine under the terms of any properly constituted law, regulation, rule or directive of any Federal, state or local governmental authority. Such "release by Tenant" shall be demonstrated by clear and convincing evidence.

Landlord shall defend, indemnify and hold harmless Tenant from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of whatever kind and nature resulting from any accident, occurrence or condition caused by the release by Landlord of any toxic or hazardous substance or waste in, on, under, about or affecting the Leased Premises, or arising from the condition of the Leased Premises prior to occupancy of same by Tenant, including without limitation, the existence, removal, remediation, leaking of and spills and overfills related to underground storage tanks on or under the Leased Premises, which results in any injury or death to any person or damage to any property or which requires the removal or treatment of such hazardous or toxic substance or waste or underground storage tanks (including without limitation, removal, remediation,

All sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant promptly, Tenant shall have the right, in addition to any other right or remedy that Tenant may have under this Lease, at law or in equity, to set-off or deduct such amount from subsequent installments of rent and/or other amounts from which time to time become due to Landlord.

14. Taxes. While the Leased Premises may not be subject to property tax, Tenant shall pay an amount equal to any increase in real estate taxes that may be attributable to any improvement to the Leased Premises made by Tenant. If such tax is paid by Landlord, Tenant shall reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid and the calculation of Tenant's pro-rata share. Landlord shall furnish to Tenant evidence of payment of all taxes.

15. Insurance. Tenant shall, at its expense, maintain in force during the Primary Term and any Renewal Term of this Lease, a combined single limit policy of bodily injury and property damage insurance, with a limit of not less than \$1,000,000.00 insuring Landlord and Tenant against all liability arising out of the use, occupancy, or maintenance of the Leased Premises and appurtenant areas, which policy shall be endorsed as a primary insurance to Landlord. Tenant will provide evidence of such insurance to Landlord.

16. Tests. Tenant is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Leased Premises is suitable for construction of a cellular radio and microwave Communications Center prior to commencement and throughout the term of this Lease and the terms of Section 10 shall apply.

17. Preferential Right To Purchase. In the event that Landlord shall, during the Primary Term or any extension hereof, receive a bona fide written offer to purchase its interest, or any portion thereof, in and to the Leased Premises or any portion thereof (hereinafter referred to as "Subject Lands" , on terms and conditions acceptable to Landlord, Landlord shall refrain from accepting such offer until Landlord has given Tenant written notice of such offer, together with a true, correct and complete copy of such offer, and has afforded Tenant twenty-one (21) business days following Tenant's receipt of such notice in which to review and consider the same. Tenant shall have the preferential right to purchase Landlord's interest in and to the Subject Lands on the exact terms and conditions set forth in such offer. Such right may be exercised by Tenant by delivering to Landlord prior to 5:00 p.m. Eastern Time on the twenty- first (21st) business day following Tenant's receipt of Landlord's notice of a bona fide offer, unequivocally written notice of Tenant's election to exercise such right to purchase. The closing of the transaction resulting from Tenant's exercise of its preferential right to purchase shall take place in escrow with a national title company as escrow agent or otherwise, at a location mutually satisfactory to Landlord and Tenant. If Tenant fails or declines to exercise its preferential right to purchase as hereinabove provided, then this Lease shall continue in full force and effect. Provided however, this Lease and Tenant's preferential right to purchase shall survive the sale and conveyance of Landlord's interest in the Subject Lands, and shall remain effective with respect to any subsequent offer to purchase the Subject Lands or any subdivided part thereof.

18. Fixtures. Landlord covenants and agrees that no part of the improvements constructed, erected or placed by Tenant on the Leased Premises or other real property owned by Landlord shall be or become, or be considered as being, affixed to or a part of Landlord's real property and any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of Landlord to covenant and agree that all improvements of every kind and nature constructed, erected or

placed by Tenant on the Leased Premises or other real property owned by Landlord shall be and remain the property of the Tenant, which Tenant may replace or remove from the Leased Premises at any time.

19. Assignment and Subletting. Tenant may assign or sublet the Leased Premises or any part thereof without the consent of Landlord, provided that Tenant remains liable for fulfillment of payments under this Lease and the nature of the use is not changed or the assignment is made to an affiliate of GTE Mobilnet Incorporated. All other assignments shall require Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant will notify Landlord of any such subletting or assignment via certified mail.

20. Memorandum of Lease. Following the execution of this Lease, Tenant, at its sole expense, shall have the right to file the Memorandum of Lease (attached as Exhibit D) of record in the County where the Leased Premises is located.

21. Other Conditions.

(a) Landlord acknowledges that following the execution of this Lease, Tenant will be contacting the appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals necessary for the construction, operation and maintenance of the Communications Center and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises ("Local Permits"). Landlord agrees to fully cooperate with Tenant in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

(b) Whenever under the Lease the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(c) Landlord covenants that the Tenant shall, upon paying the rent and observing the other covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Leased Premises during the Primary Term or any Renewal Term of this Lease or as it may be extended without hindrance, ejection, or molestation by the Landlord, any person or persons claiming by, through or under the Landlord or any other tenant of the Landlord.

(d) Landlord covenants and agrees that, at all times by, through or during the continuance of this Lease, Tenant shall have the right to mortgage or convey by deed of trust or other instrument adequate for the purpose of securing any bona fide indebtedness or evidence thereof, this Lease or the Tenant's right, title and interest in and to improvements hereinafter constructed, erected or placed on the Leased Premises by Tenant, provided always that no such mortgage, conveyance or encumbrance, nor any foreclosure thereof, nor any purchase thereunder, shall impair or abridge the right of the Landlord, as provided herein.

In the event that Tenant agrees that this Lease shall be subordinate to any mortgage or deed of trust that constitutes a lien on the Leased Premises, not later than thirty (30) days after the execution of this Lease, Landlord shall deliver to Tenant a nondisturbance agreement whereby any mortgagees or lienholders agree not to disturb Tenant's possession so long as Tenant is not in default of its obligations hereunder and so long as the period for remedying such default shall not have expired. Subsequent to the date of this Lease, Landlord shall execute no mortgage or other lien or encumbrance upon

MASSILLON

the Leased Premises without first obtaining a comparable nondisturbance agreement for such mortgagee or lienholder.

(e) During the continuance of this Lease, and in exercising the rights, powers, privileges and immunities provided hereunder, Tenant shall fence in only that portion of the Leased Premises as, in Tenant's sole determination, is reasonably needed for its improvements and for the proper and efficient operation of said Communications Equipment. In most cases Tenant will only fence reasonable areas around Tenant's building, transmission tower and each individual guy post (if a guyed tower is utilized). Landlord shall not prohibit Tenant's access to the Leased Premises or be entitled to use such portion so fenced, for any purposes. Landlord further agrees to indemnify and save Tenant harmless from all claims arising or alleged to arise from any act or omission of Landlord or Landlord's agents, employees or contractors or other tenants of Landlord within such portion of the Leased Premises not fenced in.

(f) In the event that any government or public body shall take all or such part of the Leased Premises thereby making it physically or financially infeasible for the Leased Premises to be used in the manner it was intended to be used by this Lease, Tenant shall have the right to terminate this Lease effective as of the date of the taking by the condemning party and the rental shall be prorated appropriately. However, if only a portion of the Leased Premises is taken, and Tenant does not elect to terminate this Lease under this provision, then rent payments provided under the Lease shall be abated proportionally as to the portion taken which is not then usable by Tenant and this Lease shall continue.

(g) During the Primary Term or any Renewal Term of this Lease, Landlord will not grant a similar lease to any other party on said immediate or adjacent property if such grant would in any way, in Tenant's opinion, adversely affect or interfere with Tenant's use of its Communications Equipment. In the event of any interference, Landlord shall take all steps necessary to correct and eliminate same within a reasonable period of time. If Landlord is unable to eliminate the interference within a reasonable period of time Landlord shall be obligated to remove subsequent tenants' antenna(s) from Landlord's property.

(h) The terms of this Lease remain contingent upon clearance by Landlord of all liens, encumbrances and exceptions to property title existing as of the date of Lease execution. Landlord will be advised in writing by Tenant at the conclusion of its title investigation of any liens, encumbrances and exceptions which cannot be disposed of to Tenant's satisfaction. Rental payments shall not commence on the Leased Premises until title exceptions are investigated and determined acceptable to Tenant in its sole discretion. Tenant shall be responsible for the cost of the title investigation.

(i) Both parties hereto acknowledge that the Landlord received title to the Leased Premises from Massillon Hospital Association by deed recorded in Volume 3588, Page 199 of the Stark County Deed Records and said deed contained the following provision: "as long as the same is used for general park purposes, and for no other purpose or purposes and in the event the premises shall be conveyed or used for other than park purposes the title to the same shall revert to the grantor or its successors." Tenant hereby agrees that in the event said premises revert to the Massillon Hospital Association or its successors, that upon demand Tenant will remove the Tower, any equipment buildings and all other equipment and appurtenances within ninety (90) days from the date of said notice, and restore the Leased Premises to the original condition, save and except ordinary wear and tear and insured casualty, and this Lease shall be null and void as to the Massillon Hospital Association or its successors. Landlord hereby agrees that in the event the Massillon Hospital Association exercises its right of reverter, causes this Lease to be terminated and requires Tenant to remove its Communications Center from the Leased Premises, Landlord shall (i) use its best efforts to deliver possession of a new leased premises, acceptable to Tenant in its sole discretion, pursuant to a land lease agreement substantially in the form of this Lease, within such

MASSILLON

ninety (90)-day period; and (ii) reimburse Tenant upon demand for any and all costs and expenses incurred by Tenant, including without limitation, (A) dismantling the Communications Equipment, (B) restoring the Leased Premises to its original condition, (C) ~~reimbursement for the cost of any and all materials and labor used in the dismantling and restoration of the Leased Premises, and (D) reimbursement for the cost of any and all materials and labor used in the dismantling and restoration of the Leased Premises.~~

22. **Entire Agreement and Binding Effect.** This Lease and any attached exhibits signed or initialed by the parties constitute the entire agreement between Landlord and Tenant; no prior written or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended, or changed except by written instrument signed by both parties hereto. Paragraph captions herein are for convenience only, and neither limit nor amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties.

23. **Effective Date.** "Effective Date" shall mean the date on which the last of the parties hereof execute this Lease, which date shall be the date reflected in such party's acknowledgement.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as of the date and year first above written.

Witnesses:

LANDLORD:

THE CITY OF MASSILLON

Printed name: _____

By: _____
Name: _____

Printed name: _____

Title: _____

TENANT:

GTE MOBILNET OF OHIO LIMITED PARTNERSHIP

Printed name: _____

By: GTE Mobilnet of Cleveland Incorporated, its
general partner

Printed name: _____

By: _____
Daniel S. Mead, President-Ohio Area

MASSILLON

STATE OF OHIO)

COUNTY OF STARK)

) SS. ACKNOWLEDGMENT
)

BEFORE ME, the undersigned authority, on this day personally appeared _____
and acknowledged to me that _____ known to me to be those whose name is subscribed to the foregoing instrument
the purposes and considerations therein expressed, and in the capacity therein stated. being duly authorized to execute said instrument executed the same for

Given under my hand and seal of office this _____ day of _____, 1996.

(S E A L)

Notary Public
(printed)

My Commission Expires:

GTE MOBILNET
LEASE DESCRIPTION

Situated in the City of Massillon, County of Stark, State of Ohio, T 10 N, R 9 W, and known as being a part of Outlot 59, also known as being a portion of a parcel of land conveyed to the City of Massillon as recorded in Volume 3588, Page 199 of said County's records, and being further bounded and described as follows:

Beginning at the intersection of the centerline of right-of-way of Hess Boulevard (60 feet wide) and Oak Avenue (60 feet wide), thence along the centerline of said Hess Boulevard, N 2° 57' 25" E for a distance of 557.97 feet to a 1" iron pin found in a monument box found; thence N 64° 23' 48" W for a distance of 386.00 feet to a point, said point being the True Place of Beginning of the parcel of land herinafter described, thence clockwise along the following four (4) courses and distances:

- 1) Thence S 49° 55' 55" W for a distance of 55.19 feet to a point;
- 2) Thence N 40° 04' 05" E for a distance of 36.00 feet to a point;
- 3) Thence N 49° 55' 55" E for a distance of 55.19 feet to a point;
- 4) Thence S 40° 04' 05" E for a distance of 36.00 feet to the True Place of Beginning and containing 0.0456 acres of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus Pyle Schomer Burns and DeHaven, Inc., in December of 1995.

Basis of bearing is true north.

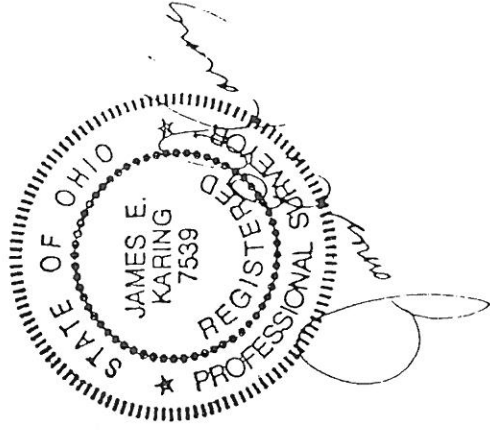


EXHIBIT A

GTE MOBILNET
10' WIDE UTILITY EASEMENT

Situated in the City of Massillon, County of Stark, State of Ohio, T 10 N, R 9 W, and known as being a part of Outlot 59, also known as being a portion of a parcel of land conveyed to the City of Massillon as recorded in Volume 3588, Page 199 of said County's records, and being further bounded and described as follows:

Beginning at the centerline of right-of-way of Hess Boulevard (60 feet wide) and Oak Avenue (60 feet wide), thence along the following four (4) courses:

- 1) Thence along the centerline of Oak Avenue N 86° 21' 35" W for a distance of 8.20 feet to a point;
- 2) Thence continuing along said centerline along the arc of a curve to the right having the following properties:

Delta	=	18° 09' 00"
Radius	=	606.60
Tangent	=	96.89
Chord	=	191.35
Chord Bearing	=	N 77° 45' 46" W for a distance of 192.16 feet to a point;
- 3) Thence continuing along said centerline N 68° 41' 16" W for a distance of 451.93 feet to point;
- 4) Thence N 0° 36' 45" E for a distance of 21.13 feet to a point on the northerly right-of-way of said Oak Avenue, said point being the True Place of Beginning of the parcel of land hereinafter described, thence clockwise along the following sixteen (16) courses and distances:

- 1) Thence N 0° 36' 45" E and parallel to a westerly line of said City of Massillon, for a distance of 267.98 feet to a point;

- 2) Thence along the arc of a curve to the right having the following properties:

Delta	=	77° 44' 29"
Radius	=	57.50
Tangent	=	46.35
Chord	=	72.17
Chord Bearing	=	N 39° 29' 00" E for a distance of 78.02 feet to a point;

EXHIBIT B

UTILITY EASEMENT (continued)

2

- 3) Thence N 78° 21' 14" E for a distance of 62.07 feet to a point;
- 4) Thence along the arc of a curve to the left having the following properties:
- | | | |
|---------------|---|--|
| Delta | = | 48° 33' 08" |
| Radius | = | 22.50 |
| Tangent | = | 10.15 |
| Chord | = | 18.50 |
| Chord Bearing | = | N 54° 04' 40" E for a distance of 19.07 feet to a point; |
- 5) Thence N 29° 48' 06" E for a distance of 80.67 feet to a point;
- 6) Thence along the arc of a curve to the right having the following properties:
- | | | |
|---------------|---|--|
| Delta | = | 20° 07' 49" |
| Radius | = | 67.50 |
| Tangent | = | 11.98 |
| Chord | = | 23.59 |
| Chord Bearing | = | N 39° 52' 01" E for a distance of 23.72 feet to a point; |
- 7) Thence N 49° 55' 55" E for a distance of 74.45 feet to a point;
- 8) Thence S 40° 04' 05" E for a distance of 10.00 feet to a point;
- 9) Thence S 49° 55' 55" W for a distance of 74.45 feet to a point;
- 10) Thence along the arc of a curve to the left having the following properties:
- | | | |
|---------------|---|--|
| Delta | = | 20° 07' 49" |
| Radius | = | 57.50 |
| Tangent | = | 10.21 |
| Chord | = | 20.10 |
| Chord Bearing | = | S 39° 52' 01" W for a distance of 20.20 feet to a point; |
- 11) Thence S 29° 48' 06" W for a distance of 80.67 feet to a point;

EXHIBIT B

UTILITY EASEMENT (continued)

3

- 12) Thence along the arc of a curve to the right having the following properties:

Delta = 48° 33' 08"
Radius = 32.50
Tangent = 14.66
Chord = 26.72
Chord Bearing = S 54° 04' 40" W for a distance of 27.54 feet to a point;

- 13) Thence S 78° 21' 14" W for a distance of 62.07 feet to a point;

- 14) Thence along the arc of a curve to the left having the following properties:

Delta = 77° 44' 29"
Radius = 47.50
Tangent = 38.29
Chord = 59.62
Chord Bearing = S 39° 29' 00" W for a distance of 64.45 feet to a point;

- 15) Thence S 0° 36' 45" W for a distance of 269.90 feet to a point on the northerly right-of-way of said Oak Avenue;

- 16) Thence N 78° 32' 39" W for a distance of 10.18 feet to the True Place of Beginning and containing 0.1383 acres of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus Pyle Schomer Burns and DeHaven, Inc., in December of 1995.

Basis of bearing is true north.

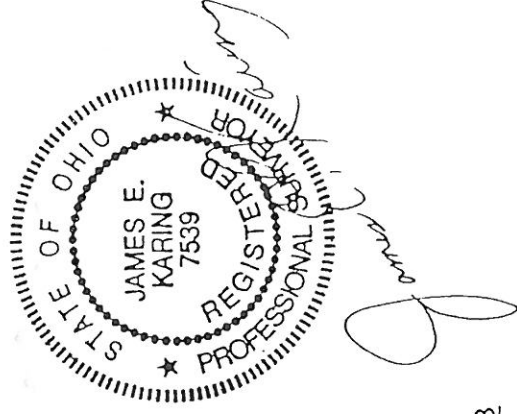


EXHIBIT B

GTE MOBILNET
15' WIDE ACCESS EASEMENT

Situated in the City of Massillon, County of Stark, State of Ohio, T 10 N, R 9 W, and known as being a part of Outlot 59, also known as being a portion of a parcel of land conveyed to the City of Massillon as recorded in Volume 3588, Page 199 of said County's records, and being further bounded and described as follows:

Beginning at the centerline of right-of-way of Hess Boulevard (60 feet wide) and Oak Avenue (60 feet wide), thence along the following four (4) courses:

- 1) Thence along the centerline of Oak Avenue N 86° 21' 35" W for a distance of 8.20 feet to a point;
- 2) Thence continuing along said centerline along the arc of a curve to the right having the following properties:

Delta	=	18° 09' 00"
Radius	=	606.60
Tangent	=	96.89
Chord	=	191.35
Chord Bearing	=	N 77° 45' 46" W for a distance of 192.16 feet to a point;
- 3) Thence continuing along said centerline N 68° 41' 16" W for a distance of 224.81 feet to point;
- 4) Thence N 21° 18' 44" E for a distance of 30.00 feet to a point on the northerly right-of-way of said Oak Avenue, said point being the True Place of Beginning of the parcel of land hereinafter described, thence clockwise along the following twenty four (24) courses and distances:
 - 1) Thence N 21° 48' 12" E for a distance of 12.62 feet to a point;
 - 2) Thence along the arc of a curve to the left having the following properties:

Delta	=	86° 45' 36"
Radius	=	17.50
Tangent	=	16.54
Chord	=	24.04
Chord Bearing	=	N 21° 34' 36" W for a distance of 26.50 feet to a point;
 - 3) Thence N 64° 57' 24" W for a distance of 63.31 feet to a point;

EXHIBIT B

ACCESS EASEMENT (continued)

2

- 4) Thence along the arc of a curve to the right having the following properties:

Delta = 49° 34' 12"
Radius = 197.50
Tangent = 91.19
Chord = 165.59

Chord Bearing = N 40° 10' 18" W for a distance of 170.87 feet to a point;

- 5) Thence N 15° 23' 12" W for a distance of 148.39 feet to a point;

- 6) Thence along the arc of a curve to the right having the following properties:

Delta = 93° 44' 26"
Radius = 47.50
Tangent = 50.71
Chord = 69.33

Chord Bearing = N 31° 29' 01" E for a distance of 77.71 feet to a point;

- 7) Thence N 78° 21' 14" E for a distance of 62.07 feet to a point;

- 8) Thence along the arc of a curve to the left having the following properties:

Delta = 48° 33' 08"
Radius = 32.50
Tangent = 14.66
Chord = 26.72

Chord Bearing = N 54° 04' 40" E for a distance of 27.54 feet to a point;

- 9) Thence N 29° 48' 06" E for a distance of 80.67 feet to a point;

- 10) Thence along the arc of a curve to the right having the following properties:

Delta = 20° 07' 49"
Radius = 57.50
Tangent = 10.21
Chord = 20.10

Chord Bearing = N 39° 52' 01" E for a distance of 20.20 feet to a point;

EXHIBIT B

ACCESS EASEMENT (continued)

3

11) Thence N 49° 55' 55" E for a distance of 74.45 feet to a point;

12) Thence S 40° 04' 05" E for a distance of 15.00 feet to a point;

13) Thence S 49° 55' 55" W for a distance of 74.45 feet to a point;

14) Thence along the arc of a curve to the left having the following properties:

Delta	=	20° 07' 49"
Radius	=	42.50
Tangent	=	7.54
Chord	=	14.86
Chord Bearing	=	S 39° 52' 01" W for a distance of 14.93 feet to a point;

15) Thence S 29° 48' 06" W for a distance of 80.67 feet to a point;

16) Thence along the arc of a curve to the right having the following properties:

Delta	=	48° 33' 08"
Radius	=	47.50
Tangent	=	21.42
Chord	=	39.06
Chord Bearing	=	S 54° 04' 40" W for a distance of 40.25 feet to a point;

17) Thence S 78° 21' 14" W for a distance of 62.07 feet to a point;

18) Thence along the arc of a curve to the left having the following properties:

Delta	=	93° 44' 26"
Radius	=	32.50
Tangent	=	34.69
Chord	=	47.44
Chord Bearing	=	S 31° 29' 01" W for a distance of 53.17 feet to a point;

19) Thence S 15° 23' 12" E for a distance of 148.39 feet to a point;

EXHIBIT B

ACCESS EASEMENT (continued)

- 20) Thence along the arc of a curve to the left having the following properties:

Delta = 49° 34' 12"
 Radius = 182.50
 Tangent = 84.27
 Chord = 153.01
 Chord Bearing = S 40° 10' 18" E for a distance of 157.89 feet to a point;

- 21) Thence S 64° 57' 24" E for a distance of 63.31 feet to a point;

- 22) Thence along the arc of a curve to the right having the following properties:

Delta = 86° 45' 36"
 Radius = 32.50
 Tangent = 30.71
 Chord = 44.64
 Chord Bearing = S 21° 34' 36" E for a distance of 49.21 feet to a point;

- 23) Thence S 21° 48' 12" W for a distance of 12.50 feet to a point on the northerly right-of-way of said Oak Avenue;

- 24) Thence along said right-of-way N 68° 41' 16" W for a distance of 15.00 feet to the True Place of Beginning and containing 0.2619 acres of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus Pyle Schomer Burns and DeHaven, Inc., in December of 1995.

Basis of bearing is true north.

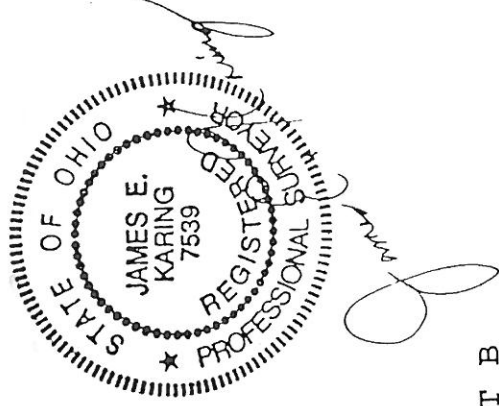


EXHIBIT B

EXHIBIT D
FORM OF
MEMORANDUM OF LEASE FOR RECORDING

Pursuant to Section 5301.251 of the Ohio Revised Code, this Memorandum of Lease has been executed for recording purposes. The undersigned, Lessor and Lessee, certify that they have entered into a Lease dated as of _____, 1996 (the "Lease"), as more fully set forth below.

1. The Lessor is The City of Massillon.

Whose address is: c/o Safety Service Director

2. The Lessee is: GTE Mobilnet of Ohio Limited Partnership.

Whose address is: 4500 Richmond Road
Warrensville Heights, OH 44128

With a copy to: GTE Mobilnet Service Corp.
245 Perimeter Center Parkway
Atlanta, Georgia 30346
Attn: General Counsel

3. Lessor leases to Lessee a certain tract of real estate (the "Leased Premises") in Cuyahoga County, Ohio, and more fully described in Exhibits A and B attached hereto and incorporated by reference herein. The Lessor claims title under an instrument previously recorded in _____ County Official Records, Volume _____, Page _____. The term of the Lease ends: _____.

4. The term of the Lease commences: _____. The term of the Lease ends: _____.

5. Lessee has the option to renew or extend the Lease for five (5) renewal terms of five (5) years each upon the terms and conditions set forth in the Lease.

6. Lessee has a right of first refusal in and to the Leased Premises upon the terms and conditions set forth in the Lease.

MASSILLON

7. This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease.

SIGNED THIS ____ DAY OF ____, 1996.

Witnesses:
(as to both signatures)

LESSOR:

CITY OF MASSILLON

EXHIBIT ONLY

First witness signature
Printed name: _____

By: EXHIBIT ONLY

Name: _____

Title: _____

EXHIBIT ONLY

Second witness signature
Printed name: _____

LESSEE:

GTE MOBILNET OF OHIO LIMITED
PARTNERSHIP

EXHIBIT ONLY

First witness signature
Printed name: _____

By: GTE Mobilnet of Ohio,
Incorporated, general partner

EXHIBIT ONLY

Second witness signature
Printed name: _____

By: EXHIBIT ONLY

Daniel S. Mead, President, Ohio Area

MASSILLON

STATE OF _____)
COUNTY OF _____) SS. ACKNOWLEDGMENT
)

BEFORE ME, the undersigned authority, on this day personally appeared _____
_____ known to me to be those whose name is subscribed to the foregoing
instrument and acknowledged to me that _____ being duly
authorized to execute said instrument executed the same for the purposes and considerations therein
expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 19 _____.

(S E A L)

Notary Public
(printed) _____

My Commission Expires: _____

MASSILLON

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS. ACKNOWLEDGMENT)

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Mead, President-Ohio Area of GTE Mobilnet of Cleveland Incorporated, the general partner of GTE Mobilnet of Ohio Limited Partnership, and who acknowledged to me that he being duly authorized, signed the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 19____.

(S E A L)

Notary Public
(printed)

My Commission Expires: _____

This instrument prepared by:

Patrick J. Flynn, Esq.
Thompson Hine & Flory P.L.L.

DATE: June 17, 1996

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 115 - 1996

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the forgiveness of special assessments in the approximate amount of \$649.45 due the City of Massillon from the owners of City Lot No. 6751 (Parcel No. 06-10421) and the forgiveness of a building demolition lien in the approximate amount of \$4,698.31 due the City of Massillon from the owners of City Lot No. 6511 (Parcel No. 06-11016) in the City of Massillon, and declaring an emergency.

WHEREAS, the owners of Lot No. 6751 in the City of Massillon owe the City approximately \$649.45 for curb and gutter assessments; and

WHEREAS, the owners of Lot No. 6511 in the City of Massillon owe the City approximately \$4,698.31 for a demolition lien that was assessed on the property by the City; and

WHEREAS the Massillon Tiger Booster Club, Inc. intends to purchase Lot No. 6751 and Lot No. 6511 from the owners; and

WHEREAS, the Booster Club intends to donate the property to the Massillon City School District for the purpose of using said property for athletic facilities for the students of the school system and the citizens of the City of Massillon,

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 hereby finds that it is in the best interest of the public health, safety and welfare to forgive the approximate amount of \$649.45 due the City of Massillon from the owners of Lot No. 6751 (Parcel No. 06-10421) for special assessments and to forgive the approximate amount of \$4,698.31 due the City of Massillon from the owners of Lot No. 6511 (Parcel No. 06-11016) for a demolition lien.

Section 2:

The Auditor of the City of Massillon is hereby authorized to certify to the Stark County Treasurer and Stark County Auditor that the special assessment on Lot No. 6751 (Parcel No. 06-10421) and the demolition lien on Lot No. 6511 (Parcel No. 06-11016) has been forgiven by the City of Massillon and that it be released and taken off the owners' real estate tax statement.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, welfare, and safety, and for the additional reason that the property will be used for athletic facilities for the Massillon City School District. Provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 17th DAY OF June