

AGENDA

DATE: DECEMBER 7, 1998
PLACE: COUNCIL CHAMBERS
TIME: 730 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILMAN PAUL LAMBERT
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. 255 - 1998 BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to sell one (1) 1975 Chevrolet/Horton Ambulance, which is no longer needed for any municipal purpose in the City of Massillon, to the highest acceptable sealed bid according to law, and declaring an emergency..

ORDINANCE NO. 256 - 1998 BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing and directing the mayor, the Director of Public Service and Safety and the Police Chief to enter into a new agreement with neighboring political subdivisions served by the Massillon Municipal court for the booking, boarding and transporting of prisoners, and declaring an emergency.

ORDINANCE NO. 257 - 1998 BY: PARKS AND RECREATION COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to an contract with Wenger Excavating, Doerschuk Plumbing and Heating, Inc., and Wood Electric, Inc. for the State Route 241 "Massillon Community Park" Construction Project, in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 258 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of 88.5 parcel of land from the Wheeling & Lake Erie Railway Company, and declaring an emergency.

ORDINANCE NO. 259 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

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, according to law, for the sale of part of City Lot No. 9544, a 0.196 acre City-owned parcel of land located at the east end of North Avenue N.E., behind Eastlin Square Shopping Center and owned by said City, which is not needed for any municipal purpose, and declaring an emergency.

ORDINANCE NO. 260 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

AN ORDINANCE accepting the approval of the Plat for a dedicated utility right-of-way at The Condominiums of St. Andrews, Out Lot 738, located on the north side of Nave Road S.E., between Veterans Boulevard and University Drive S.E., in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

December 7, 1998

ORDINANCE NO. 261 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

BC 1/5
AN ORDINANCE accepting the Plat for Nova East Industrial Park, a 132.121 acre parcel, consisting of Out Lots 767 and 768, located on the east side of Richville Drive S.E., north of Nave Road S.E., and accepting the dedication of Business Place S.E., Venture Circle S.E. and portions of Richville Drive S.E. and Nave Road S.E., in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 262 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM 300

file P
AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with Hammontree and Associates for professional services for the survey of the Wheeling & Lake Erie Railroad right-of-way known as the Massillon Branch, and declaring an emergency.

ORDINANCE NO. 263 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

file P
AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from Perry Township and Jackson Township to Massillon Zoning, and declaring an emergency., Key Bank Annex 1/11/98

ORDINANCE NO. 264 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXAN COMM 300

file P
AN ORDINANCE authorizing the Mayor of the City of Massillon to enter into an ageement to accept the donation of certain real estate located at 153 Lincoln Way East from the United National Bank and Trust company, and declaring an emergency.

ORDINANCE NO. 265 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM 300

file P
AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Lease Agreement for and on behalf of the City of Massillon, Ohio, with the United National Bank and Trust Company, and declaring an emergency.

ORDINANCE NO. 266 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

GM P
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for street improvements in certain designated lower income neighborhoods, and declaring an emergency.

ORDINANCE NO. 267 - 1998 BY: FINANCE COMMITTEE

file P
AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Fund, General Fund, Economic Development Fund, Mural Fund, Parks and Recreation Capital Projects Fund, Bond Retirement Senior Housing Fund and Unclaimed Money Fund, of the City of Massillon, Ohio, for the year ending December 31, 1998, and declaring an emergency. R/R Survey - Hammontree - 20,000.00, 30,000.00
Ohio St. - 6,700.00 - 20,000.00
300 Funding for Community Park

December 7, 1998

ORDINANCE NO. 268 - 1998 BY: FINANCE COMMITTEE

1st AN ORDINANCE making certain transfers in the 1998 appropriation from within the General Fund of the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 269 - 1998 BY: FINANCE COMMITTEE

1st AN ORDINANCE appropriating money for current expenses and other expenses of the City of Massillon, Ohio, for the fiscal period ending December 31, 1999, and declaring an emergency. *Engr. Budget - page 4*

ORDINANCE NO. 270 - 1998 BY: RULES, COURTS AND CIVIL SERVICE COMM

1st AN ORDINANCE amending section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 127 - 1998 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. *Reconsidered Amended P*

ORDINANCE NO. 271 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

1st AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property located at 515 First Street N.W. from Patrick Jordan, and declaring an emergency. *file P*

RESOLUTION NO. 19 - 1998 BY: FINANCE COMMITTEE

2 A RESOLUTION indicating the intent of the City of Massillon to financially participate in certain civic events for 1999 by including funding for these events in the 1999 City Budget, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR NOVEMBER- 1998

B). AUDITOR SUBMITS MONTHLY REPORT FOR NOVEMBER- 1998

C). TREASURER SUBMITS MONTHLY REPORT FOR OCTOBER - 1998

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 245 - 1998 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.

2nd AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Raynell Heights Area Annexation, upon annexation, and declaring an emergency.

December 7, 1998

ORDINANCE NO. 248 - 1998 BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

2nd AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 127 - 1998 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. 249 - 1998 BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

2nd AN ORDINANCE amending the MISCELLANEOUS PAY SCHEDULE AND SEASONAL PAY SCHEDULE for the PARKS AND RECREATION DEPARTMENT of Ordinance No. 127 - 1997 by repealing the MISCELLANEOUS PAY SCHEDULE and SEASONAL PAY SCHEDULE for the PARKS AND RECREATION DEPARTMENT of Ordinance No. 127 - 197, in the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 250 - 1998 BY: STREET'S, HIGHWAYS, TRAFFIC & SAFETY COMM.

2nd AN ORDINANCE vacating a portion of 19th Street S.E., and declaring an emergency.

ORDINANCE NO. 251 - 1998 BY: STREET'S, HIGHWAYS, TRAFFIC & SAFETY COMM.

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

ORDINANCE NO. 252 - 1998 BY: STREET'S, HIGHWAYS, TRAFFIC & SAFETY COMM.

2nd AN ORDINANCE vacating a part of a 20 foot alley and then replatting it with Lot No. 1628 to form a new lot, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS ✓

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

18. ADJOURNMENT

SHARON HOWELL
COUNCIL CLERK

THERE ARE NO PUBLIC HEARINGS THIS EVENING

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 255 - 1998

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to sell one (1) 1975 Chevrolet/Horton Ambulance, which is no longer needed for any municipal purpose in the City of Massillon, to the highest acceptable sealed bid according to law, 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 is hereby authorized to sell one (1) 1975 Chevrolet/Horton Ambulance, which is no longer needed for any municipal purpose in the City of Massillon to the highest acceptable sealed bid according to law.

Section 2:

The 1975 Chevrolet/Horton Ambulance which is no longer needed in the City of Massillon shall be advertised for bid at least two weeks and not more than four weeks.

Section 3:

The City Auditor is hereby directed to deposit the monies received from the sale of said vehicle in the Capital Improvement Fund.

Section 4:

This ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason of such emergency arising out of the necessity to dispose of this vehicle, which is no longer needed for any municipal purpose for the best price obtainable. 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 _____ 1998

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 256 - 1998

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor, the Director of Public Service and Safety and the Police Chief to enter into an agreement with neighboring political subdivisions served by the Massillon Municipal Court for the booking, boarding and transporting of prisoners, and declaring an emergency.

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

Section 1:

The Mayor, the Director of Public Service and Safety and the Police Chief of the City of Massillon, Ohio, are hereby authorized and directed to enter into an agreement with neighboring political subdivisions served by the Massillon Municipal Court for the booking, boarding and transporting of prisoners.

Section 2:

A copy of said contract agreement is attached hereto and made part of this ordinance.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary for the efficient operation of the Massillon Police Department and the booking, boarding and transporting of prisoners. 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 _____ 1998

APPROVED: _____

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MASSILLON CITY JAIL CONTRACT

AGREEMENT

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 1998
BY AND BETWEEN _____ TOWNSHIP/VILLAGE/A POLITICAL
SUBDIVISION, HEREINAFTER REFERRED TO AS "SUBDIVISION", AND THE CITY OF
MASSILLON, OHIO, A MUNICIPAL CORPORATION, HEREINAFTER REFERRED TO AS
"MASSILLON";

A. "MASSILLON" HEREBY AGREES TO BOOK, RECEIVE, BOARD, AND ROOM CERTAIN PRISONERS BROUGHT TO THE MASSILLON CITY JAIL ON CHARGES ORIGINATING IN THE SUBDIVISION. THE SUBDIVISION AGREES TO PAY "MASSILLON" AN EIGHTY DOLLAR (\$80.00) FEE FOR EACH PRISONER ACCEPTED UNDER THIS AGREEMENT. SUCH FEE SHALL BE PAID BY THE "SUBDIVISION" REGARDLESS OF WHICH LAW ENFORCEMENT AGENCY ACTUALLY MAKES THE ARREST OR DELIVERS THE PRISONER TO THE MASSILLON CITY JAIL, OR HOW MANY TIMES THE PRISONER HAS PREVIOUSLY BEEN ARRESTED ON THE SAME CASE. BILLINGS AND PAYMENTS SHALL BE DONE ON A QUARTERLY BASIS.

B. "MASSILLON" HEREBY AGREES TO PROVIDE THE FOLLOWING:

1. ROUTINE MEDICAL ATTENTION THAT MAY BE REQUIRED AND CAN BE PROVIDED AT THE MASSILLON CITY JAIL; AND
2. TRANSPORTATION TO A HOSPITAL EMERGENCY ROOM OR OTHER LOCAL CLINIC IN CASES WHERE OTHER THAN ROUTINE MEDICAL ATTENTION IS REQUIRED, AND SUCH TRANSPORTATION CAN BE SAFELY AND PROPERLY PROVIDED IN A POLICE DEPARTMENT VEHICLE.
3. A GUARD FOR THE PRISONER FOR A PERIOD NOT TO EXCEED THREE (3) HOURS, PROVIDED NO OVERTIME COSTS ARE INCURRED TO SUPPLY THE GUARD.
4. TRANSPORTATION TO AND/OR FROM THE STARK COUNTY JAIL FOR COMMITMENTS OR SUBSEQUENT COURT APPEARANCES, NOT TO EXCEED TWO TRIPS A DAY. ANY TRANSPORT OF "SUBDIVISION" PRISONERS REQUIRED OUTSIDE OF THE TWO TRIPS SHALL BE THE RESPONSIBILITY OF THE "SUBDIVISION".

C. IN CONSIDERATION OF THE FOREGOING, THE "SUBDIVISION" COVENANTS AND AGREES TO PAY TO "MASSILLON" THE FOLLOWING:

1. THE TOTAL COST OF USING A "MASSILLON" POLICE OFFICER TO SERVE AS A GUARD WHILE THE "SUBDIVISION" PRISONER IS CONFINED IN A HOSPITAL, EXCEPT AS PROVIDED IN SECTION (B)(2) ABOVE. A MINIMUM OF TWO (2) HOURS WILL BE CHARGED IN THE EVENT A GUARD IS REQUIRED. SUCH COSTS SHALL INCLUDE ANY OVERTIME COSTS OR OTHER PAYROLL COSTS ASSOCIATED WITH SUPPLYING A GUARD OFFICER. "SUBDIVISION" SHALL BE GIVEN NOTICE AND AN OPPORTUNITY TO SUPPLY PERSONNEL OF ITS OWN LAW ENFORCEMENT AGENCY TO SERVE AS GUARD WHILE PRISONER IS CONFINED IN A HOSPITAL; "MASSILLON" POLICE OFFICER SHALL ONLY SERVE AS GUARD AFTER

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"SUBDIVISION" HAS BEEN GIVEN NOTICE AND FAILED TO SUPPLY A GUARD PURSUANT TO THIS SECTION.

2. IT IS UNDERSTOOD THAT INDIVIDUAL PRISONERS ARE PRIMARILY RESPONSIBLE FOR ALL COSTS OF MEDICAL TREATMENT OR SPECIAL MEDICINES REQUIRED IN THEIR TREATMENT. "SUBDIVISION" AGREES TO ASSUME RESPONSIBILITY FOR ANY MEDICAL COSTS FOR WHICH A "SUBDIVISION" PRISONER CANNOT BE HELD RESPONSIBLE. IN THE EVENT THAT "MASSILLON" IS ADJUDICATED LIABLE FOR COSTS INCURRED BY "PARTICIPATING SUBDIVISION" PRISONER, THEN "SUBDIVISION" SHALL REIMBURSE "MASSILLON" FOR SAID AMOUNT. HOWEVER, THE "SUBDIVISION" SHALL NOT BE RESPONSIBLE FOR PAYMENT OF THE ABOVE COSTS OF SPECIAL MEDICINES, MEDICAL ATTENTION, OR BURIAL COSTS WHERE THE CAUSE OF DEATH OR THE CAUSE OF ILLNESS OR INJURY REQUIRING MEDICAL ATTENTION, OR THE ADMINISTRATION OF SPECIAL MEDICINES WAS THE RESULT OF ANY MALFEASANCE, NONFEASANCE, NEGLIGENCE OF DUTY, OR OTHER ACTION OF AN EMPLOYEE AND/OR POLICE OFFICER OF "MASSILLON".
3. IN THE EVENT TRANSPORTATION OUT OF STARK COUNTY IS REQUIRED FOR A "SUBDIVISION" PRISONER, THE "SUBDIVISION" SHALL PROVIDE SAID TRANSPORTATION; IF THE "SUBDIVISION" IS UNABLE TO PROVIDE SAID TRANSPORTATION AND "MASSILLON" DOES PROVIDE THE REQUIRED TRANSPORTATION, THEN THE "SUBDIVISION" SHALL BE BILLED FOR SAME AT FORTY-FIVE CENTS (\$.45) PER MILE AND ANY PAYROLL COSTS INCURRED BY "MASSILLON" FOR TRANSPORTING THE PRISONER, SO LONG AS SAID PRISONER IS SUBJECT TO THE JURISDICTION OF THE MASSILLON MUNICIPAL COURT. THIS SECTION DOES NOT REQUIRE "MASSILLON" TO PROVIDE SUCH TRANSPORT.
- D. IT IS MUTUALLY UNDERSTOOD AND AGREED THAT "MASSILLON" SHALL RECEIVE FOR CONFINEMENT AT THE MASSILLON CITY JAIL, CERTAIN PRISONERS BROUGHT THERE ON CHARGES ORIGINATING IN THE "SUBDIVISION" WITH THE EXCEPTION OF THOSE PRISONERS SUFFERING FROM A CONTAGIOUS AND/OR INFECTIOUS DISEASE, THOSE WITH A NEED TO BE MEDICALLY SCREENED PRIOR TO ADMISSION, THOSE WHO EXHIBIT A MENTAL OR PHYSICAL CONDITION WHICH THE MASSILLON CITY JAIL IS NOT EQUIPPED TO HANDLE, AND THOSE OVER WHICH THE MASSILLON MUNICIPAL COURT HAS NO JURISDICTION. "MASSILLON" MAY REFUSE TO ACCEPT "SUBDIVISION" PRISONERS WHEN THE JAIL POPULATION IS AT OR NEAR CAPACITY.
- E. "MASSILLON" WILL INVOICE THE "SUBDIVISION" WITH AN ITEMIZED STATEMENT OF ALL CHARGES DUE UNDER THIS AGREEMENT IN THE MONTHS OF JANUARY, APRIL, JULY AND OCTOBER. "SUBDIVISION" AGREES TO PAY SUCH CHARGES WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE INVOICE.
- F. THIS AGREEMENT SHALL TAKE EFFECT ON JANUARY 1ST, 1999, AND REMAIN IN EFFECT UNTIL SUPERSEDED OR RESCINDED. EITHER PARTY MAY TERMINATE THIS AGREEMENT UPON THIRTY (30) DAYS NOTICE TO THE OTHER PARTY.
- G. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN "MASSILLON" AND THE "SUBDIVISION". ALL OTHER AGREEMENTS CONCERNING THE BOOKING AND HANDLING OF PRISONERS, WHETHER WRITTEN OR VERBAL, ARE HEREBY RESCINDED. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PROVIDE ANY

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AGREEMENT, BENEFIT OR CAUSE OF ACTION TO ANY THIRD PARTY.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

CITY OF MASSILLON

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE

ALAN W. CLIMER, SAFETY-SERVICE DIRECTOR

DATE

MARK D. WELDON, CHIEF OF POLICE

DATE

SUBDIVISION

DATE

DATE

DATE

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 257 - 1998

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Serviced and Safety of the City of Massillon, to enter into a contract with Wenger Excavating, Doerschuk Plumbing and Heating, Inc., and Wood Electric, Inc. for the State Route 241 "Massillon Community Park" Construction Project, in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract with Wenger Excavating, Doerschuk Plumbing and Heating, Inc., and Wood Electric, Inc. for the State Route 241 "Massillon Community Park" Construction Project, in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon be and is hereby authorized to enter into a contract with Wenger Excavating, Doerschuk Plumbing and Heating, Inc., and Wood Electric, Inc. for the State Route 241 "Massillon Community Park" Construction Project, in the City of Massillon.

Section 3:

Upon delivery of the aforesaid agreement, the Director of Public Service and Safety is hereby authorized to issue vouchers to the Auditor of the City of Massillon, Ohio, directing prompt payment for said agreement and the City Auditor is authorized and directed to honor and pay said vouchers.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason the City of Massillon enter into a contract with Wenger Excavating, Doerschuk Plumbing and Heating, Inc., and Wood Electric, Inc., for the purpose of constructing the "Massillon Community Park". 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 258 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of 88.5 parcel of land from the Wheeling & Lake Erie Railway Company, 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 hereby authorizes the Director of Public Service and Safety hereby enter into contract for the purchase of 88.5 acre parcel of land from the Wheeling & Lake Erie Railway Company. This property is the former railroad right-of-way and is located on the west side of the Tuscarawas River and runs from Elton Street near Navarre northerly to Lincoln Way West.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for One Hundred Sixty Thousand Dollars (\$160,000.00) and upon the execution and approval the said Director of Public Service and Safety he is further authorized to execute and approve all necessary documents to expedite the purchase of said real estate.

Section 3:

A copy of said purchase agreement and map are hereby attached and made a part of this ordinance.

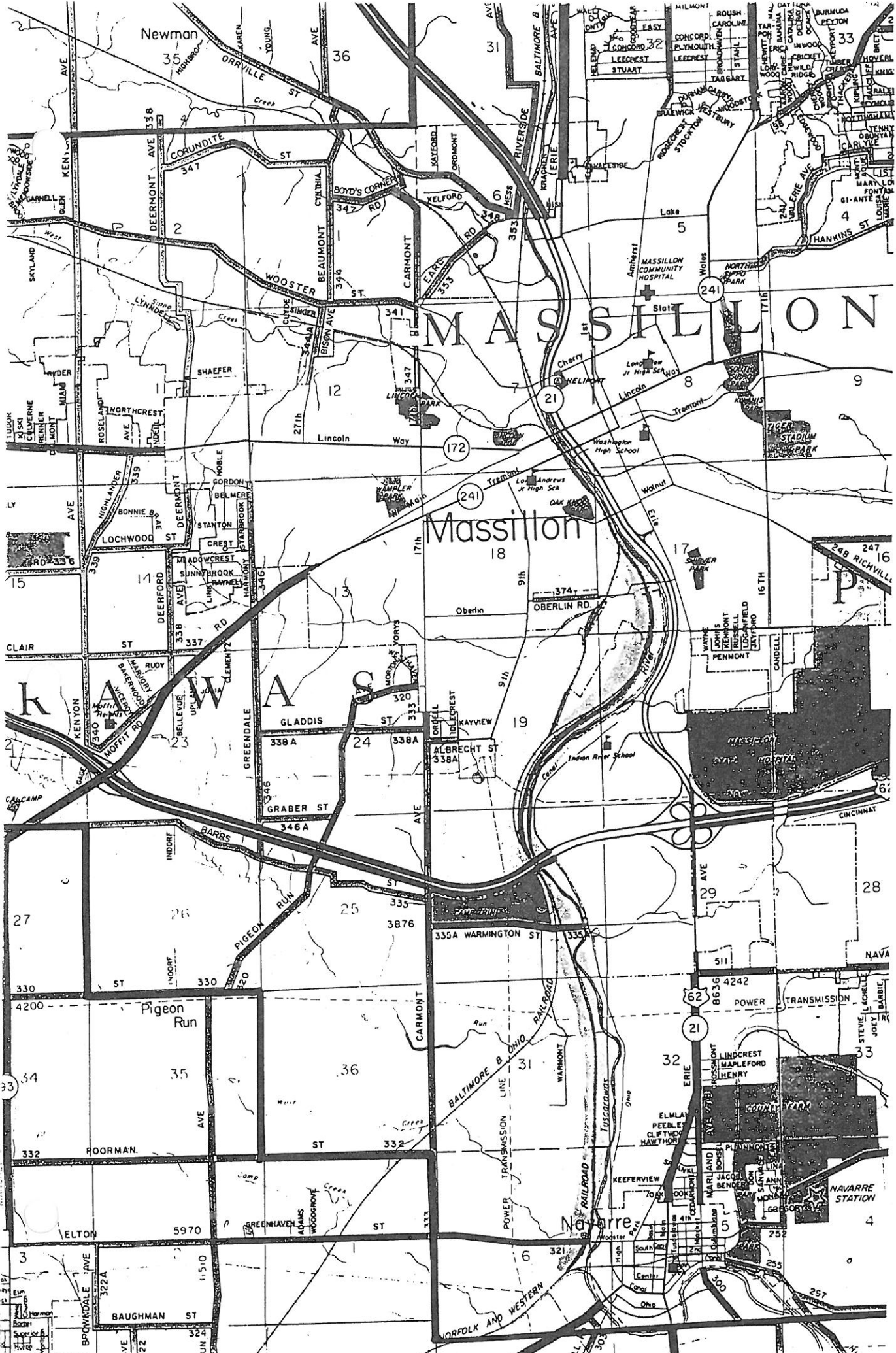
Section 4:

This Ordinance is hereby 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 the acquisition of the real estate is necessary for the economic industrial growth in the City of Massillon. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL, DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



ORIGINAL

Terms of Sale

No. 102698

88.5 Acres \pm

between

WHEELING & LAKE ERIE RAILWAY COMPANY

and

CITY OF MASSILLON

FOR PROPERTY LOCATED IN THE

CITY OF MASSILLON

STARK COUNTY

STATE OF OHIO

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TERMS OF SALE
No. 102698

WHEELING & LAKE ERIE RAILWAY COMPANY ("W&LE" or "SELLER"), a Delaware corporation, has agreed subject to the approval of the Management of W&LE to quitclaim and release to City of Massillon, Massillon Municipal Government Center, One James Duncan Plaza, Massillon, Oh 44646, (hereinafter called "PURCHASER") all of SELLER's right, title and interest in and to the land located in Massillon, Ohio containing an area of 88.5 Acres (note Addendum A & B), more or less (hereinafter called the Premises), as shown in yellow on the attached plan and made a part hereof, for a total consideration of One Hundred and Sixty Thousand and No/100 (\$160,000.00) Dollars; of which Sixteen Thousand and No/100 (\$16,000.00) Dollars have this day been paid on account, the receipt whereof is hereby acknowledged, and the balance, viz: One Hundred Forty Four Thousand (\$144,000.00) Dollars is to be paid in cash upon the delivery of a quitclaim deed quitclaiming SELLER's right, title and interest in and to the premises to said PURCHASER and said deed shall provide as follows:

1. DEED RESERVATIONS AND CONDITIONS. THIS INSTRUMENT is executed, delivered and accepted upon the following reservations, conditions and agreement:

(a) that SELLER shall not be liable or obligated to construct or maintain any fence between the land hereinbefore described and land of SELLER adjoining the same; or liable or obligated to pay for any part of the cost or expense of constructing or maintaining such a fence or any part thereof; or be liable for any compensation for any damage that may result by reason of the nonexistence of such a fence;

(b) that PURCHASER shall not have or assert any claim or demand whatsoever for compensation for damages whether said damages be direct or consequential, to the land hereinbefore described or to any buildings or improvements now or hereinafter erected thereon, or to the contents thereof, which may be caused by the operation, maintenance, repair, or renewal of SELLER's railroad or which may be caused by vibration resulting from the operation, maintenance, repair or renewal thereof; and PURCHASER hereby expressly releases SELLER from liability for any such damages;

(c) that a right or means of ingress, egress, or passageway to or from the land hereinbefore described is not hereby granted, specifically or implication, and that SELLER shall not and will not be liable or obligated to obtain for PURCHASER such means of ingress, egress or passageway and also that PURCHASER will obtain a means of access to and from the said land at PURCHASER's own cost and expense;

(d) that should a claim adverse to the title hereby quitclaimed be asserted and/or proved, no recourse shall be had against the SELLER herein;

(e) that SELLER shall not be liable or obligated to provide lateral support for the surface of the land hereinbefore described or any part thereof; and that PURCHASER shall not, at any time hereafter, ask, demand, recover or receive any compensation whatever for any damage that may be caused by the sliding of any part of the slope or embankment supporting the surface of the land hereinbefore described, and shall use due diligence to prevent the drainage or seepage of water or the precipitation of snow or ice or anything whatever from the land hereinbefore described onto or upon the remaining land of SELLER or onto or upon any part thereof;

(f) The Seller hereby reserves the exclusive right to negotiate and sell an easement or license agreement of right of way for the placement of fiber optic cable. Further, the Seller, its successors and assignees, hereby reserve an easement to install and maintain one (1) railway line and turnouts, sidings and all appurtenances thereto to operate as railroad and to serve rail customers, on the property; provided however, that the Seller shall give the Purchaser, its successors and assignees, not less than ninety (90) days written notice of its intention to install and maintain such line.

On the event the Seller exercises its right to install, operate and maintain a railway line along with turnouts to serve rail customers, Seller and Purchaser their successors and assignees, mutually agree to cooperate in locating the railway line or said property as it may affect the Purchaser's right of usage, the intention being that both usages shall be compatible and shall not interfere each with the other.

(g) EXCEPTING and RESERVING, thereout and therefrom and unto the said SELLER, all right, title and interest in and to any existing railroad crossings of SELLER (excluding, however, public highway, street or road crossings) and their appurtenances which may be above, below or at grade with the line of railroad herein conveyed; and together with the right of ingress and egress and the right to use, maintain, repair, renew, replace, remove and operate on, above, or under such railroad crossings.

(h) EXCEPTING and RESERVING, thereout and therefrom and unto the said, SELLER, all right, title and interest in and to any existing railroad signal and/or communication facilities of SELLER and their appurtenances which may be above, below or at grade with the line of railroad herein conveyed; and together with the right of ingress and egress and the right to use, maintain, repair, renew, replace, remove such railroad facilities.

(i) EXCEPTING and RESERVING, thereout and therefrom and unto the said SELLER, all right, title and interest in and to any and all minerals, materials and fossil fuels, including but not limited to all coal, coal fill, gas and oil (hereafter referred to as "minerals") located in, on, through, under and beneath the Premises; and together with the rights and easements of immediate and unimpeded ingress and egress on, across and over said Premises for the purpose of testing and removing said minerals; and together with the right to lay pipes in, on, and under the surface of said Premises to effectuate such removal; and further together with the right to sell and collect any and all rents, profits and royalties from said minerals; and further that in exercising said rights reserved herein, SELLER shall provide PURCHASER

2. SURVEY AND TITLE REPORT. PURCHASER agrees that it will within thirty (30) days after receipt of copy of this agreement signed by PURCHASER order a survey and legal description of the premises by a licensed or registered surveyor and a preliminary title report or such other evidence of title as PURCHASER may desire, and agrees to furnish a SEPIA of such survey after receipt thereof. In the event PURCHASER elects not to order a preliminary title report or other evidence of title, PURCHASER agrees to accept said deed and it shall be deemed that PURCHASER has waived any and all objections to title, or if PURCHASER orders a preliminary title report or other evidence of title, PURCHASER agrees to furnish a copy of such report to SELLER within thirty (30) days after receipt thereof. PURCHASER further agrees to initiate within thirty (30) days after completion of survey a request for any subdivision approval required by law or ordinance or any zoning change required hereunder. PURCHASER shall assume all expenses related to obtaining the foregoing survey, legal description, preliminary title report, and subdivision approval.

3. BUILDINGS AND STRUCTURES. If this transaction includes buildings, structures or other improvements owned by SELLER, PURCHASER agrees to take title to the same subject to any violations of law or ordinances whether or not such violations are officially recorded and in an "as is" condition on the title closing date.

4. TERMINATION BY SELLER.

4.1 It is distinctly understood between the parties hereto that if PURCHASER shall:

- (a) fail or neglect to approve a draft of said deed within fifteen (15) days after receipt thereof, or

- (b) fail or neglect to furnish the survey data and title report or notify SELLER of PURCHASER's election not to furnish same within the respective periods of time hereinabove specified, or
- (c) fail or neglect to complete the transaction by paying the balance of the purchase price and accepting delivery of the title documents within a period of Ten (10) days after PURCHASER has been advised in writing that such documents are ready for delivery, or
- (d) fail or neglect to complete or perform any other duty or undertaking agreed to herein,

then, in any such event, SELLER, at its option, may declare this agreement terminated and void and SELLER shall be released from any obligation to convey the premises and shall retain the sum paid herewith as liquidated damages and not as a penalty.

4.2 In the event W&LE fails to approve and authorize this transaction as aforesaid, or in the event the conveyance on the terms herein provided would be contrary to any law, regulation or order of governmental authority, then the sum paid on account will be refunded without interest to PURCHASER who hereby agrees to accept same, whereupon this writing shall be canceled and annulled and neither party hereto shall have any claim whatever against the other by reason hereof.

5. TITLE. It is further understood and agreed by and between the parties hereto that:

5.1 Subject to the terms of this Agreement, possession of and title to the Property shall be delivered at Closing by quitclaim deed without covenants or warranties of any nature, and subject to any and all existing tenancies, encumbrances, easements, rights, licenses, privileges, agreements (including, without limitation, sidetrack agreements), covenants, conditions, restrictions, rights of reentry, possibilities of reverter, existing laws and ordinances, and orders of regulatory agencies. Possession of the Property shall be delivered "as is" and, without limiting the generality of the foregoing, subject to any state of facts which an accurate survey or a prudent inspection of the Property would disclose.

5.2 The existence of any facts, conditions, legal limitations or other matters to which conveyance is subject shall not be asserted by PURCHASER as a breach of contract or, after Closing, as a basis for seeking compensation or other redress from W&LE.

5.3 If prior to Closing W&LE receives any written notice or claim by any person alleging any rights or interests in the property, or any claim adverse to the title of the Property, W&LE shall promptly advise PURCHASER of such claim by notice as provided herein.

6. CLOSING.

6.1 Date and Place. Closing will be held at the offices of W&LE at Brewster, OH, on a mutually agreeable date ("CLOSING") that is within fifteen (15) business days after all the conditions precedent to Closing, set forth herein have been waived or met, whichever is the later to occur. Closing shall be deemed to have taken effect as of 11:59 p.m. on the closing date.

6.2 Conditions Precedent. The obligations of the parties to effect the Closing are subject to the following conditions precedent:

(a) that PURCHASER shall have performed and complied with all terms and conditions required by this Agreement to be performed by it prior to Closing;

(b) that W&LE shall have performed and complied with all terms and conditions required by this Agreement to be performed by it prior to Closing.

7. DELIVERY OF DOCUMENTS.

7.1 At Closing, W&LE shall deliver to PURCHASER the following documents:

(a) Quitclaim Deed for the Property, duly executed and acknowledged; and

(b) A duly executed general assignment to PURCHASER, in the form attached hereto as Appendix B, of all leases, licenses, covenants, agreements, and other such instruments pertaining to the Property, together with any security deposits held under any such instruments.

7.2

(a) Within ninety (90) days after Closing, W&LE shall make its best efforts, after diligent search and inquiry, to deliver to PURCHASER the following: (i) W&LE executed counterparts of any and all known pertinent leases, licenses, agreements, deed records and other such instruments which relate solely to the Property, and certified true copies of any such documents which relate in part to the Property and in part to other property now or formerly owned by W&LE; (ii) a schedule of all known security deposits, if any, relating to the Property and held by W&LE as of the date of Closing; and (iii) W&LE's separate check in the aggregate amount of any kind all known security deposits relating to the Property. PURCHASER shall deliver to W&LE a receipt for all security deposits paid over hereunder, and shall release, indemnify and hold harmless W&LE from any liability for any misapplication of such security deposits made after Closing. Between the date first set forth above Closing, PURCHASER shall, at its own expense, have the right to segregate, inspect and copy any document referred to in clause (i) hereof.

(b) If, at any subsequent time, any lease, license, agreement or other document pertaining to the Property and not assigned to Purchase hereunder shall be found to exist, W&LE will promptly assign and deliver said document or a certified true copy thereof to PURCHASER, and deliver to PURCHASER any security deposit pertaining thereto, upon the execution by PURCHASER of a receipt and release as provided in paragraph (a) hereof.

8. APPORTIONMENTS.

8.1 Real estate transfer taxes, if any, imposed by law shall be borne and paid by PURCHASER. Real property taxes, utility charges, rents, income from leases, licenses, agreements, and privileges, if any, and other revenues and expenses pertaining to the Property, shall be apportioned as of the date of Closing, in accordance with the terms of Appendix A attached hereto. Any special taxes or assessments levied, due and unpaid on the property prior to Closing shall be paid by W&LE.

8.2 All recording costs and filing fees required to be paid with respect to documents under this Agreement shall be the sole responsibility of PURCHASER.

9. ASSUMPTION OF CERTAIN OBLIGATIONS.

9.1 As used in this Section, "Obligations" shall include, without limitation, any loss, damage, cost, assessment, expense, fee, claim, demand, liability, risk restriction, fine, penalty, judgment, award, order, decree, assessment, or remedial effort (including reasonable containment, clean up, repair, response and removal efforts), which either party may incur, or be required to bear, by virtue of, or pursuant to, (1) any federal or state statute, principle of common law, or municipal ordinance, (2) any regulation, order, decision, judgment,

decree, or directive of any court or other tribunal, or of any governmental agency, body, instrumentally, or political subdivision, or (3) any deed, contract, or other legally relevant or legally operative instrument.

9.2 PURCHASER shall be responsible for all Obligations which arise from the circumstances specified below except where W&LE responsibility is specifically stated:

(a) All Obligations arising after Closing under the licenses and other instruments assigned to PURCHASER pursuant to Paragraph 7.1(b) hereof. W&LE shall be responsible for any such Obligations arising before Closing.

(b) All Obligations arising out of personal injury to or death of persons, or loss of, or damage to, property (including property of the parties hereto and property of third parties), if the event causing said injury, death, loss or damage occurred on or about the Property after Closing, whether or not attributable to the fault or negligence of PURCHASER or W&LE, except that, if any such Obligation arises from activity on the property by W&LE after Closing and is caused by the sole actionable fault or negligence of W&LE and responsibility therefor is not assigned by an agreement between W&LE and PURCHASER liability therefor shall be the responsibility of W&LE. Notwithstanding anything to the contrary set forth above, W&LE will be responsible for all such Obligations which occur prior to Closing, except that any such Obligations which arise from any activity on the Property by PURCHASER shall be the responsibility of PURCHASER.

(c) All Obligations that arise after the date first set forth above (but either before or after Closing) out of, or in respect to, or in connection with, the physical condition, safety, adequacy, suitability or fitness of the Property, or any portion thereof, including without limitation Obligations (i) relating to public or private street or other crossings, (ii) regarding the removal or remediation of hazardous wastes, materials or substances, (iii) concerning the demolition of structures or abatement of nuisances, (iv) imposed by building or construction codes or by agencies responsible for the public health or safety or by subdivision requirements; and (v) relating to licensing requirements or permits, notices, and fees required by regulatory or licensing agencies or departments; except that if the physical condition or other circumstance giving rise to such Obligations would not have been visible to PURCHASER by a prudent inspection of the Property prior to Closing, then W&LE shall, as between the parties hereto, be responsible for such Obligations. However, W&LE's responsibility therefor shall not exceed that which it would have had immediately prior to Closing in the absence of this Agreement, and in such event, PURCHASER, as between the parties hereto, shall be responsible for any additional liability.

(d) All Obligations arising from (i) any deficiency in W&LE's title to, or property rights, in the Property, or (ii) any rights held or claimed by third parties in or to the Property.

9.3 The party made responsible by Paragraph 9.2 above for any Obligations shall release, indemnify, protect, defend, and hold harmless the other party (and its directors, officers, agents and employees) from and against said Obligations. PURCHASER expressly waives, to the extent it lawfully may do so, the benefits of any statute that would relieve PURCHASER of any Obligations that it has assumed under this Agreement.

9.4 The provisions of this paragraph shall not be construed as conferring any rights on third parties.

10. MUNICIPAL ASSESSMENTS. It is understood between the parties hereto that SELLER has not, as of this date, received notice from any local or other public body or pursuant to the authority or direction of any public body, with respect to work proposed and affecting the premises, and having to do with the installation of curbing, sidewalk paving, cartway or street paving or other street improvements, or in the installations of sewers, water or lighting facilities; and, therefore, in the event any such notice respecting the performance and the completion of work required is hereafter received by SELLER or PURCHASER or notice

of confirmed special assessment is issued to SELLER or PURCHASER in connection therewith, it is agreed that PURCHASER shall be responsible for compliance with such notice or notices, and shall pay for the work required or the assessment levied.

11. FINAL SET PRICE. It is understood between the parties hereto that the final consideration, (square feet/acreage X price per square foot/acreage), will be based on the actual square footage or acreage as described in the legal description and survey.

12. MISCELLANEOUS PROVISIONS.

12.1 Governmental Approvals. Each party shall use due diligence and take such reasonable action as may be necessary to obtain, or to expedite the procurement of, all governmental approvals required in connection with the transactions contemplated by this Agreement.

12.2 Notices. All notices, requests, consents, demands, or other communications relating to this Agreement, or required by this Agreement to be given or submitted by one party to the other, shall be sent by United States express or certified mail, or by a private courier service, addressed as set forth below (or to such other address as either of the parties hereto may designate by written notice to the other party). A return receipt shall be conclusive evidence of the fact, date, and time of receipt.

If to W&LE:

Real Estate Department
100 East First Street
Brewster, OH 44613

If to PURCHASER:

City of Massillon
Massillon Municipal Government Center
One James Duncan Plaza
Massillon OH 44646

12.3 Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and may not be amended except by written instrument executed by the parties. Any previous agreements or understandings between the parties regarding the subject matter hereof are merged into and superseded by this Agreement.

12.4 Survival of Terms. All representations, warranties, covenants, terms, conditions, stipulations, obligations and provisions of this Agreement shall survive Closing and be binding upon and inure to the benefit of, and be enforceable by, the parties, and their successors and assigns.

12.5 Assignment. Except as otherwise provided herein, neither W&LE nor PURCHASER shall assign, pledge, encumber, or transfer this Agreement, or any interest herein, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

12.6 Governing Law. This Agreement and the rights and obligations accruing hereunder shall be construed and enforced in accordance with the laws of the State of Ohio and relevant federal law.

12.7 Appendices. All appendices referred to in this Agreement are intended to be, and are hereby, specifically made a part of this Agreement.

12.8 Waiver. No waiver by either party of any failure of, or refusal by, the other party to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent or continuing failure or refusal to so comply.

12.9 Time, Tender. Time shall be of the essence of this Agreement. Formal tender of deed and purchase money is hereby waived.

12.10 Broker. PURCHASER and W&LE each represent to the other that it has not dealt with any broker in connection with the transaction contemplated by this Agreement. Each party shall assume any obligation arising from or in connection with any action by any broker or other party with whom such party may have dealt for a commission or compensation from this sale of the Property.

12.11 Default. If either party hereto shall fail or refuse to close as required by this Agreement, or shall otherwise be in default hereunder, then the other party, if not in default, may at its option terminate this Agreement by written notice as provided herein, and shall have such additional rights, and may exercise such additional remedies, as are afforded by law.

12.12 Obligations of Successor. This Agreement and the rights and obligations accruing hereunder shall accrue to and be binding upon any successor of the parties.

12.13 Termination. This Agreement may be terminated by the designated party, if not then in default, upon at least 14-hours' notice to the other party, upon the occurrence of any of the following:

1. The events set forth in Paragraph 4 or 12.11 hereof;
2. By either party, if Closing does not take place on or before September 1, 1999;
3. By the PURCHASER only, if any material part of the Property, including, without limitation, buildings, structures or facilities thereon, is damaged or destroyed by fire or other hazard; and
4. By W&LE only, if W&LE reasonably believes that Closing would result in a disruption, strike or other work stoppage on or over any part of its system.

12.14 Title Reference. Deed Book Volume 998, Page 464.

12.15 Insurance. SELLER understands that to protect SELLER's own interest, SELLER may retain or place in force adequate fire and casualty insurance with extended coverage on the Property as of the effective date of this Agreement. PURCHASER understands that (i) risk of loss passes to PURCHASER at the time set forth in Paragraph 6.1; (ii) PURCHASER may have an insurable interest in the Property upon the signing of this Agreement; and (iii) PURCHASER understands that to protect PURCHASER's own interest, PURCHASER may retain or place in force adequate fire and casualty insurance with extended coverage on the Property as of the effective date of this Agreement.

12.16 Inspection of Property. It is hereby understood between the parties hereto that the Property has been inspected by PURCHASER or his agent, that the same is being purchased solely in reliance upon such inspection and that there have not been and are no representations or warranties, expressed or implied, with respect to the physical condition of the Property.

12.17 Covenant Not to Record. PURCHASER will not record this Agreement and any such recording shall constitute default by PURCHASER hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed, in duplicate, as of the _____ day of _____ A.D., 1998.

WITNESS:

CITY OF MASSILLON

By _____

WITNESS:

WHEELING & LAKE ERIE RAILWAY COMPANY

By _____

[F:\master\massillo.tos]



APPENDIX A

APPORTIONMENT OF REVENUES AND EXPENSES

The terms and conditions set out below shall govern the transition of revenues and expenses (except revenues and expenses directly related to the provision of rail freight service on the Property) accruing, paid, or received at or about the time of closing and pertaining to the Property:

1. All rental payments, fees, and other revenue, earned under any lease, license, covenant, agreement or privilege pertaining to the Property, and applicable to the period prior to and including the Closing Date, shall be payable to and retained by W&LE. All rental payments, fees, and other revenues earned under instruments assigned to PURCHASER by W&LE, applicable to the period following the Closing Date, shall be payable to and retained by PURCHASER.
2. W&LE shall be responsible for and shall pay any expenses, including (but not limited to) charges for utility and telephone services, taxes (except real estate transfer taxes), assessments, and license fees that are attributable to ownership or use of the Property prior to, and including, the Closing Date. PURCHASER shall be responsible for and shall pay all such expenses attributable to ownership or use of the Property after the Closing Date.
3. W&LE and PURCHASER shall have, for a period of one year following the closing date, the right to audit (at the expense of the party requesting such audit) the books, records, and documents of the other, that pertain to the expenses and revenues that are the subject of this appendix.

Addendum B

Val Plan - V8BST17

Parcel 18,19,20,21,31 & 39 United States of America to W&LE via Quitclaim Deed Vol. 2899 Page 262.

Val Plan - V8BSL18

Parcels 11,3, Old 3,2,4,5,6,7,8,&9 as shown on Valuation Plan forwarded on October 8, 1998.

- Part of Parcel #7 sold to Republic Steel Company
- Part of Parcel #7 Easement to State of Ohio - River Relocation
- Part of Parcel #4 sold to Republic Steel Company
- Part of Parcel #10 sold to Republic Steel Company
- Part of Parcel #10 State of Ohio - River Relocation

Val Plan - V8B/19

- Parcel #1 See Parcel #9 V8B/18
- Parcel #2 See Parcel #10 V8B/18
- Parcel #3 John Albright to W&LE W.D. 1.33 AC
- Parcel #4 Jacob Umbenhowe to W&LE ROW Deed 4.78 AC
- Parcel #5 Hazel V. Graham to W&LE
- Parcel #6 Hazel V. Graham to W&LE
- Parcel #7 See Parcel #2
 - Parts of 2,5 & 7 - Agreement U.S.Government - W&LE (not on file)
 - Parts of 2,5 & 7 - Condemnation U.S.Government - W&LE (not on file)
 - Part of 2 (our 41E) Easement W&LE to State of Ohio
 - Part of 2 & 7 (our 4 G) Quitclaim W&LE to Republic Steel

Val Plan - V8B/20

- Parcel #1 See Parcel #4 V8B/19
- Parcel #2 See Parcel #5 V8B/19
- Parcel #3 See Parcel #6 V8B/19
- Parcel #4 Jacob Englehart fo W&LE Row Deed
- Parcel #5 Jacob Knobloch to W&LE Row Deed
- Parcel #6 Flora E. McEwin to W.M. Duncan
- Parcel #7 Flora E. McEwin to W.M. Duncan
- Parcel #8 Flora E. McEwin to W.M. Duncan
- Parcel #9 CL&WRR to W&LE Quitclaim Deed
- Parcel #10 CL&WRR to W&LE Quitclaim Deed
- Parcel #11 CL&WRR to W&LE Quitclaim Deed
- Parcel #12 See Parcel #21 V8B/21 (Our #55)
- Parcel #13 See Parcel #21 V8B/21 (Our #55)
- Part of #6 and #9 Easement W&LE to State of Ohio (not in file)
- Part of #12 Quitclaim W&LE to Greif brother (55B)

Val Plan - V8B/21

- Parcel #1 Deed (Cust #55) - on V8B/20 file
- Parcel #2 Deed (Cust #55) - on V8B/20 file
- Parcel #3 Deed (Cust #55) - on V8B/20 file
- Parcel #4 Warwick Company to W&LE
- Parcel #5 Warwick Company to W&LE
- Parcel #6 Warwick Company to W&LE Row Deed
 - Part of parcels 1 & 2 W&LE to M.I.D.F. Inc.-(our 55A)
 - Part of 1,2,3,4 & 5 shown with V8B/20 material

Val Plan - V8B/22

- Parcel #1 See parcel #6 V8B/21
- Parcel #2 John Nofsinger to W&LE Row Deed
- Parcel #3 John Nofsinger to W&LE Warr Deed
- Parcel #4 John Nofsinger to W&LE Warr Deed
- Parcel #5 T. C. Leiter to B.A. Worthington - Recr.
- Parcel #6 T. C. Leiter to B.A. Worthington - Recr.
 - 2A, 3A & W&LE 3 Easement to State of Ohio

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 259 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION 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, according to law, for the sale of part of City Lot No. 9544, a 0.196 acre City-owned parcel of land located at the east end of North Avenue, N.E., behind Eastlin Square Shopping Center, and owned by said City, which is not needed for any municipal purpose, 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, for the sale of part of City Lot No. 9544, a 0.196 acre City-owned parcel of land owned by said City, which is not needed for any municipal purpose.

Section 2:

The following described real estate belonging to the City of Massillon, Ohio, is not needed for any municipal purpose, to-wit:

Known as and being a part of City Lot No. 9544, a 0.196 acre City-owned parcel of land located at the east end of North Avenue, N.E. behind Eastlin Square Shopping Center, in the City of Massillon, County of Stark and State of Ohio.

Section 3:

That the Director of Public Safety and Service be and is hereby authorized to prepare plans and specifications and to advertise for and receive sealed bids, according to law, for the sale of part of City Lot No. 9544, a 0.196 acre City-owned parcel of land owned by said City, which is not needed for any municipal purpose,

Section 4:

That the advertisement for the bidding of said real estate shall contain the following instructions:

- 1). Each bidder shall be prepared to review with Council their intended use for the real estate.
- 2). The successful bidder shall be responsible to pay all fees and costs associated with the sale and transfer of said property.
- 3). The City reserves the right to reject any and all bids.

Section 5:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the community and for the further reason of such emergency arising out of the necessity to dispose of real estate no longer needed for any municipal purpose for the best price obtainable. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

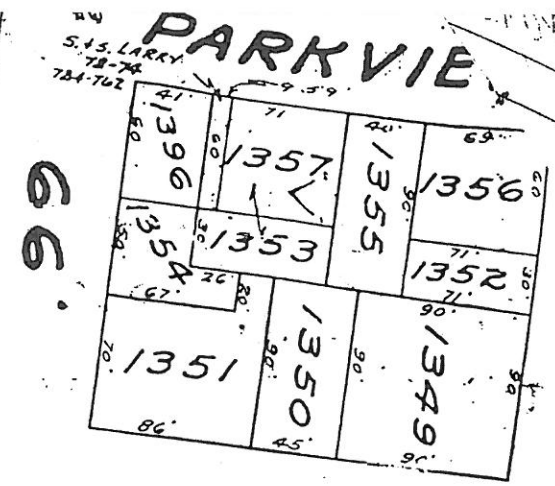
APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

00

E.

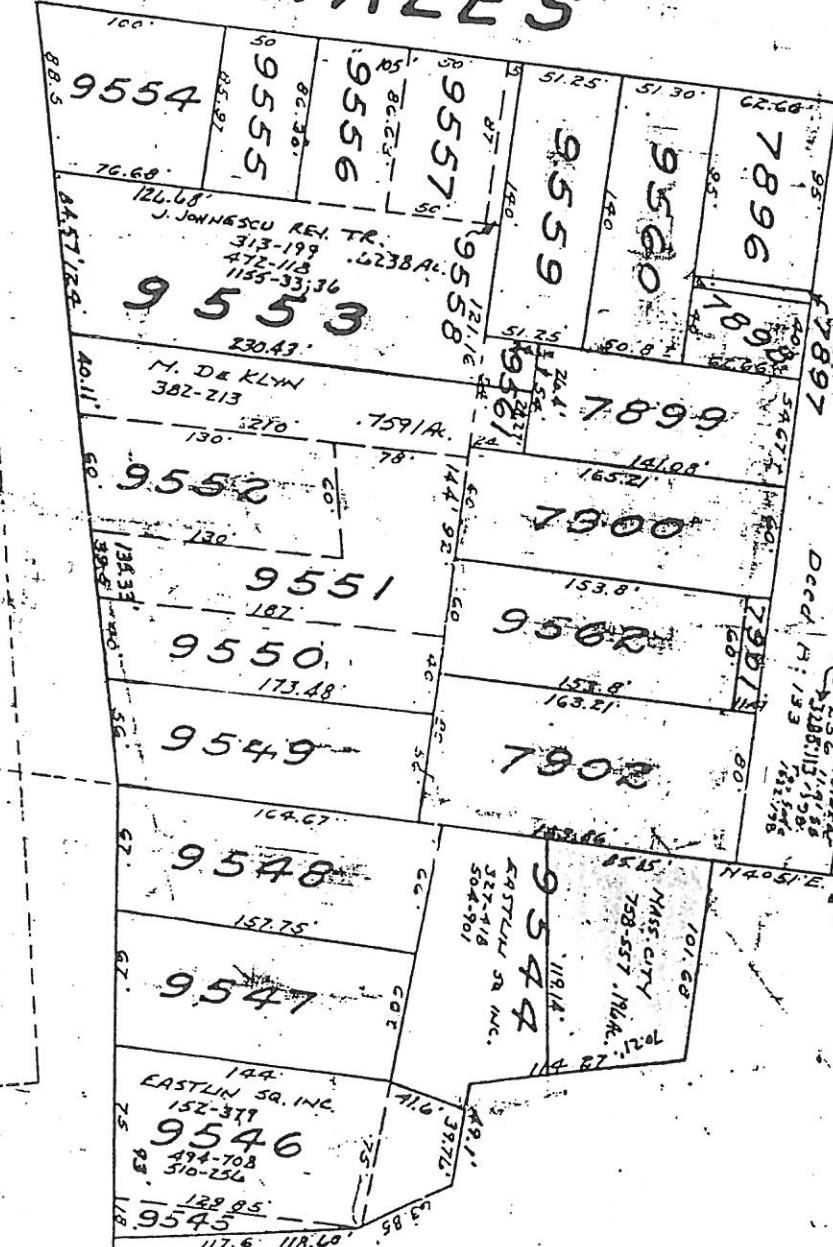


WALES



66

60



Know all Men by these Presents:

VOL 758 PAGE 557

That EASTLIN SQUARE, INC.

a Corporation incorporated under the laws of the State of Ohio the Grantor,
 who claim s title by or through instrument, recorded in Volume 504, Page 901, County
 Recorder's Office, for the consideration of One Dollar & Other Valuable Consideration ~~800000~~
 (\$ 1.00 ovc) received to its full satisfaction of
 CITY OF MASSILLON, the Grantee,
 whose TAX MAILING ADDRESS will be

do give, grant, bargain, sell and convey unto the said Grantee, its successors
 and assigns, the fol-
 lowing described premises situated in the City of Massillon
 County of Stark and State of Ohio:

Known as and being part of Lot 9544 in the City of Massillon, Stark
 County, Ohio, and being more particularly bounded and described as
 follows:

Beginning for the same at a point marked by an iron pin found at
 the southwest corner of Lot 9549 in the City of Massillon; thence N 06°-
 16'-16" E along the west line of said Lot 9549, a distance of 173.52
 feet to a point marked by an iron pin found on the south line of Lot
 7902; thence S 83°-15'-28" E along a portion of the south line of said
 Lot 7902, a distance of 55.93 feet to a point marked by an iron pin set
 at the southeast corner of said Lot 7902; thence N 06°-27'-46" E along a
 portion of the east line of said Lot 7902, a distance of 67.95 feet to a
 point marked by an iron pin set and being the true place of beginning
 for the tract of land herein described; thence continuing N 06°-27'-46"
 E along a portion of the east line of said Lot 7902, a distance of 85.85
 feet to a point marked by an iron pin set at the northwest corner of Lot
 9544; thence S 85°-09'-00" E along the north line of said Lot 9544, a
 distance of 101.68 feet to a point marked by an iron pin set; thence S
 06°-30'-44" E, along a portion of the east line of said Lot 9544, a
 distance of 70.21 feet to a point marked by an iron pin set; thence S
 86°-39'-20" W, a distance of 119.14 feet to the true place of beginning
 and containing 0.196 acre of land more or less.

NOTE: Reference direction for bearing system used in above description
 derived from Deed Volume 460, Page 402, using S 85°-09'-00" E for the
 north line of Lot 9544.

Subject to any and all easements, reservations or restrictions that
 may be of record pertaining to the above described tract of land.

IN COMPLIANCE
 WITH ORC 319.202

NOV 29 1988

WILLIAM D. BOWMAN
 STARK COUNTY, AUDITOR

EXR FEE _____ DEPUTY.

TRANSFERRED

NOV 29 1988

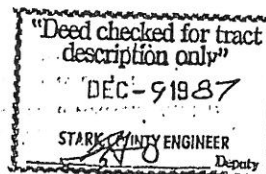
WILLIAM B. BOWMAN
 STARK COUNTY, AUDITOR

INDEX	1
DESCP	1
C-REF	1
COR'D	1

012045

DATE: Nov. 29, 1988
 COMPLIES WITH SUBDIVISION REGULATIONS NO
 PLAT REQUIRED PER LATEST CODIFIED ORDINANCES
 OF CITY OF MASSILLON, CH. 1105

Zed Koloff SECRETARY
 MASSILLON PLANNING COMMISSION
 Acting City Engineer



06-15721 9544-120' AV WE
 9544-85.85' IRR NE TK 5
 9544-IRR MP LV 5
 11/29/88
 BMMR

be the same more or less, but subject to all legal highways. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantee, its successors, heirs and assigns forever. And the said grantor does for itself and its successors and assigns covenant with said grantee, its successors, heirs and assigns, that at and until the ensembling of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are free and clear from all incumbrances whatsoever except real estate taxes and assessments, if any which are to be prorated to the date of delivery, Grantee expressly assuming all future payments of taxes and assessments, if any;

and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, its successors, heirs and assigns, forever, against all lawful claims and demands whatsoever.

In witness whereof said corporation sets its hand and corporate seal,
by Salvatore J. Butera, its President
and Elwyn D. Hock, its Secretary
this 15th day of February A. D. 1988

EASTLIN SQUARE, INC.

Signed and acknowledged in the presence of

Michelle Ertle
Elwyn D. Hock

By Salvatore J. Butera, President
Elwyn D. Hock, Secretary

THE STATE OF OHIO
Stark County ss.

Before me, a Notary Public in and for said County, personally appeared the above named
EASTLIN SQUARE, INC.

by Salvatore J. Butera, its President
and Elwyn D. Hock, its Secretary
who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers.

In testimony whereof I have hereunto set my hand and official seal, at
Massillon, Ohio, this 15 day of February 1988
Michelle King Ertle, Notary Public

This instrument prepared by:

John P. Van Abel, of
Amerman, Burt & Jones Co., L.P.A.
624 Market Avenue, North
Canton, Ohio 44702

MICHELLE (KING) ERTLE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES SEPT. 24, 1989

IN OFFICIAL RECORDS
VOL 758 PAGE 558
FEE 10.00
Nov 29 3 56 PM '88
REC'D AND RECORDED
JANET WEIR CREIGHTON
COUNTY RECORDER
STARK

042422

WARRANTY DEED

FROM

Eastlin Square, Inc.

TO

City of Massillon

RECEIVED FOR RECORD

19

at o'clock M.

19

Recorded in County Records

Volume, Page

RECORDED

ENTERED FOR TRANSFER

19

THE OHIO LEGAL BLANK CO., CLEVELAND
This instrument prepared by:

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 260 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting the approval of the Plat for a dedicated utility right-of-way at The Condominiums of St. Andrews, Out Lot 738, located on the north side of Nave Road, S.E., between Veterans Boulevard and University Drive S.E., in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

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

Section 1:

The acceptance of the Plat for a dedicated utility right-of-way at The Condominiums, in the City of Massillon, County of Stark and State of Ohio, presently on file in the office of the City Engineer be and the same is approved and accepted and that the Plat for a dedicated utility right-of-way at The Condominiums of St. Andrews, be and the same is hereby accepted and confirmed. This Plat for a dedicated utility right-of-way at the Condominiums of St. Andrews was approved by the Planning Commission at the meeting held November 18th, 1998. The City Engineer has requested that this Plat for a utility right-of-way be formally dedicated by the City on file with the City Engineer is approved as heretofore described:

Known as and being Lot No. 738, located on the north side of Nave Road, S.E., between Veterans Boulevard, S.E., and University Drive, S.E. a total of 1.7389 acres.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the additional reason that said plat and street dedications are urgently needed for proper community growth. 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.

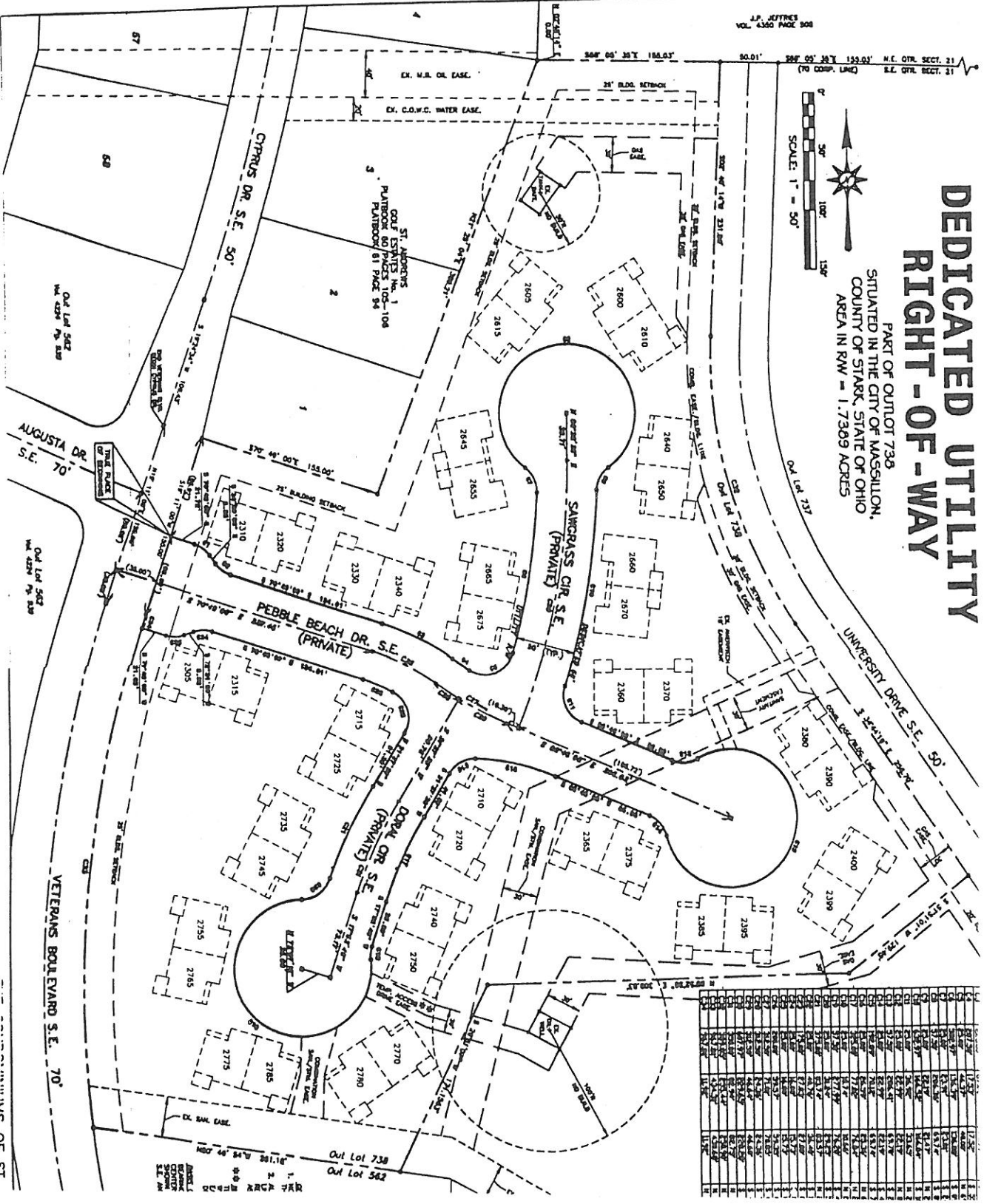
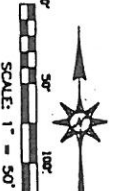
PASSED IN COUNCIL THIS _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DEDICATED UTILITY RIGHT-OF-WAY

PART OF OUTLOT 738
SITUATED IN THE CITY OF MASSILLON,
COUNTY OF STARK, STATE OF OHIO
AREA IN RW = 1.7369 ACRES



Lot No.	Area (Ac.)	Area (Sq. Ft.)	Area (Sq. Yds.)
1	0.01	1,360	0.01
2	0.01	1,360	0.01
3	0.01	1,360	0.01
4	0.01	1,360	0.01
5	0.01	1,360	0.01
6	0.01	1,360	0.01
7	0.01	1,360	0.01
8	0.01	1,360	0.01
9	0.01	1,360	0.01
10	0.01	1,360	0.01
11	0.01	1,360	0.01
12	0.01	1,360	0.01
13	0.01	1,360	0.01
14	0.01	1,360	0.01
15	0.01	1,360	0.01
16	0.01	1,360	0.01
17	0.01	1,360	0.01
18	0.01	1,360	0.01
19	0.01	1,360	0.01
20	0.01	1,360	0.01
21	0.01	1,360	0.01
22	0.01	1,360	0.01
23	0.01	1,360	0.01
24	0.01	1,360	0.01
25	0.01	1,360	0.01
26	0.01	1,360	0.01
27	0.01	1,360	0.01
28	0.01	1,360	0.01
29	0.01	1,360	0.01
30	0.01	1,360	0.01
31	0.01	1,360	0.01
32	0.01	1,360	0.01
33	0.01	1,360	0.01
34	0.01	1,360	0.01
35	0.01	1,360	0.01
36	0.01	1,360	0.01
37	0.01	1,360	0.01
38	0.01	1,360	0.01
39	0.01	1,360	0.01
40	0.01	1,360	0.01
41	0.01	1,360	0.01
42	0.01	1,360	0.01
43	0.01	1,360	0.01
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47	0.01	1,360	0.01
48	0.01	1,360	0.01
49	0.01	1,360	0.01
50	0.01	1,360	0.01
51	0.01	1,360	0.01
52	0.01	1,360	0.01
53	0.01	1,360	0.01
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56	0.01	1,360	0.01
57	0.01	1,360	0.01
58	0.01	1,360	0.01
59	0.01	1,360	0.01
60	0.01	1,360	0.01
61	0.01	1,360	0.01
62	0.01	1,360	0.01
63	0.01	1,360	0.01
64	0.01	1,360	0.01
65	0.01	1,360	0.01
66	0.01	1,360	0.01
67	0.01	1,360	0.01
68	0.01	1,360	0.01
69	0.01	1,360	0.01
70	0.01	1,360	0.01
71	0.01	1,360	0.01
72	0.01	1,360	0.01
73	0.01	1,360	0.01
74	0.01	1,360	0.01
75	0.01	1,360	0.01
76	0.01	1,360	0.01
77	0.01	1,360	0.01
78	0.01	1,360	0.01
79	0.01	1,360	0.01
80	0.01	1,360	0.01
81	0.01	1,360	0.01
82	0.01	1,360	0.01
83	0.01	1,360	0.01
84	0.01	1,360	0.01
85	0.01	1,360	0.01
86	0.01	1,360	0.01
87	0.01	1,360	0.01
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90	0.01	1,360	0.01
91	0.01	1,360	0.01
92	0.01	1,360	0.01
93	0.01	1,360	0.01
94	0.01	1,360	0.01
95	0.01	1,360	0.01
96	0.01	1,360	0.01
97	0.01	1,360	0.01
98	0.01	1,360	0.01
99	0.01	1,360	0.01
100	0.01	1,360	0.01

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 261 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting and approving the platting for Nova East Industrial Park and the dedication of Business Place S.E., Venture Circle S.E. and portions of Richville Drive S.E. and Nave Road S.E., in the City of Massillon, County of Stark, State of 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 platting of Nova East Industrial park along with the street dedication of Business Place S.E., Venture Circle S.E. and portions of Richville Drive S.E. and Nave Road S.E. in the City of Massillon, County of Stark and State of Ohio, filed in the office of the City Engineer, be and the same is hereby accepted and approved. This platting and dedication was approved by the Planning Commission at a meeting held September 30, 1998.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the additional reason that said plat and street dedications are urgently needed for proper community growth. 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.

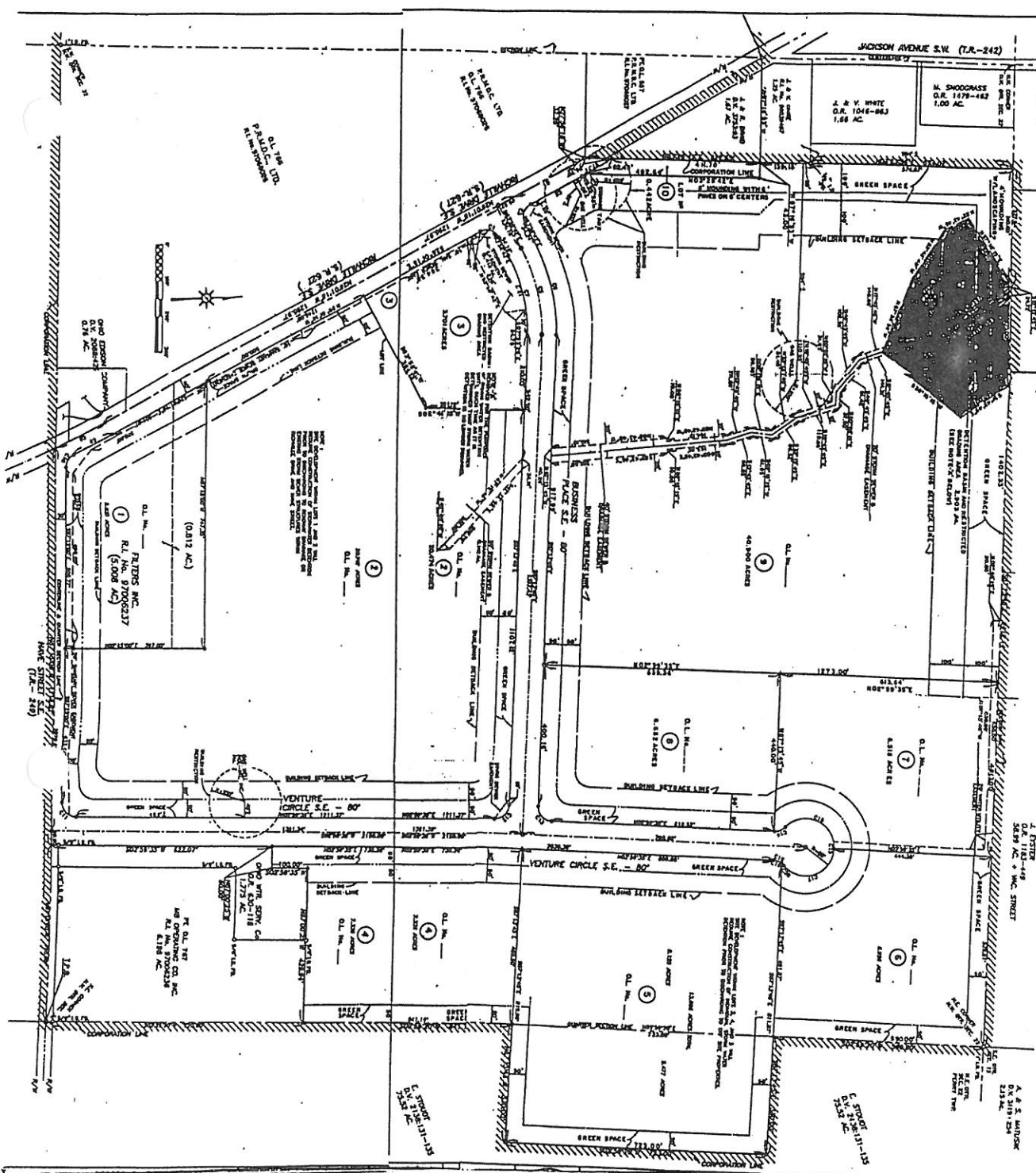
PASSED IN COUNCIL THIS _____ DAY OF _____ 1998

APPROVED:

SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR



RECORD PLAT
NOVA EAST INDUSTRIAL PARK
LOCATED IN PART OF O.L. 787 IN THE CITY OF MASSILLON
STARK COUNTY, OHIO

OWNER/DEVELOPER -
DEBORAH L. & D. WAYNE WHIPKEY
1621 ALLEN S.E.
CANTON, OHIO 44707
PHONE (330) 455-5213
FILTERS, INC.
2800 LEMONT AVE. N.W.
CANTON, OHIO 44709
PHONE (330) 492-3000

COOPER & ASSOCIATES, L.L.P.
ATTORNEYS AT LAW
CANTON, OHIO 44705
PHONE (330) 452-5731
FAX (330) 452-5710

BRYN L. ASHMAN
ATTORNEY AT LAW
CANTON, OHIO 44705
PHONE (330) 452-5731
FAX (330) 452-5710

SEPTEMBER 1998

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 262 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract agreement with Hammontree and Associates for professional services for the survey of the Wheeling & Lake Erie Railroad right-of-way known as the Massillon Branch, 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, is hereby authorized and directed to enter into a contract agreement with Hammontree and Associates for professional services for the survey of the Wheeling & Lake Erie Railroad right-of-way known as the Massillon Branch. The cost of said contract shall not exceed Thirty-Eight Thousand Seven Hundred Dollars (\$ 38,700.00).

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to conduct a survey to determine the exact description of the property that the City of Massillon will be acquiring.

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 _____ 1998

APPROVED:

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED:

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 263 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

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

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Perry Township and Jackson Township to Massillon Zoning classifications, as approved by the Planning Commission of the City of Massillon, Ohio, on November 18, 1998, and that notice and public hearing has been given according to law.

Section 2:

That the City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as O-1 Office:

Being known as Out Lot 792, a 1.129 acre located on the northwest corner of Hills & Dales Road and Aaronwood Avenue, N.E. and being part of the newly annexed Key Bank/Hills and Dales road Annexation Area to the City of Massillon, County of Stark, Ohio.

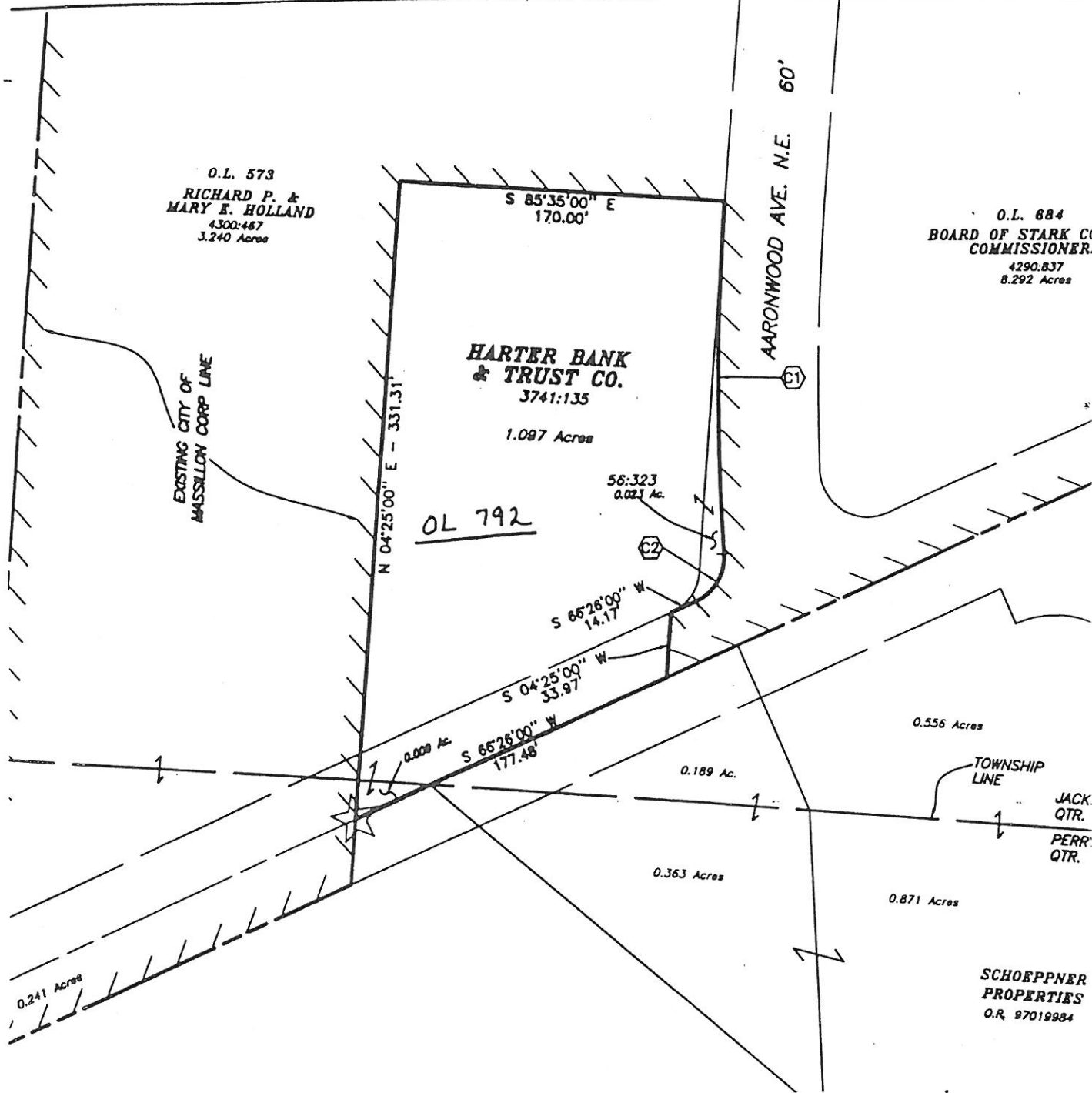
Section 3:

That this ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



KEY BANK - HILLS & DALES RD AREA ANNEXATION

Pt. S.W. Quarter Section 33, Jackson Township
& Pt. N.W. Quarter Section 4, Perry Township
Stark County, Ohio



description of that tract to
of record and record plats.

James J. Benekos
REGISTERED SURVEYOR NO. 7653

COUNTY AUDITOR

Entered this ____ Day of _____, 199__

COUNTY A

COUNTY RECORDER

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 264 - 1998

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon to enter into an agreement to accept the donation of certain real estate located at 153 Lincoln Way East from the United National Bank and Trust Company, and declaring an emergency.

WHEREAS, the United National Bank and Trust Company has determined that it wishes to donate property located at 153 Lincoln Way East in 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, Ohio, hereby authorizes the Mayor of the City of Massillon to enter into an agreement to accept the donation of certain real estate located at 153 Lincoln Way East from the United National Bank and Trust Company.

Section 2:

A copy of said agreement is hereby attached and made a part of this ordinance.

Section 3:

This ordinance is declared to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare of the community and for the additional reason said property can be used by the City for various city offices. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

AGREEMENT

THIS AGREEMENT is made this ____ day of December, 1998 by and between UNITED NATIONAL BANK AND TRUST COMPANY, having its principal office at 220 Market Avenue South, Canton, Ohio, 44702 (hereinafter "United"), and the CITY OF MASSILLON, having an address of Massillon Municipal Government Center, One James Duncan Plaza, Massillon, Ohio (hereinafter "Massillon").

WITNESSETH

WHEREAS, United is the owner of two parcels of real property situated in the City of Massillon, Stark County, Ohio, (i) the first parcel being located at 153 Lincoln Way East, Massillon, Ohio, which property is more particularly described as being Massillon City Lots Numbered 260, 388, 11697, and 14080, and which parcels and the buildings, and improvements, thereon shall be known as the "Bank Parcel", and (ii) the second parcel being the parking lot located at the southwest corner of Charles Avenue and Second Street, S.E., in the City of Massillon, Ohio, which property is more particularly described as being Massillon City Lot Number 1147, and which parcel and the improvements thereon shall be known as the "Parking Lot Parcel" (both of the above parcels and the buildings and improvements, located thereon being hereinafter referred to collectively as the "Premises");

WHEREAS, United desires to donate the Premises to Massillon for the use by the City of Massillon for the location of municipal service offices and other related municipal purposes for the benefit of the Massillon community, and Massillon desires to acquire the Premises from United for such uses and purposes and on the terms set forth herein; and

WHEREAS, United desires to lease a portion of the Premises from Massillon for a period of thirty (30) years, and Massillon desires to so lease a portion of the Premises to United pursuant to and on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual promises, covenants, and conditions contained herein, United and Massillon hereby agree to the following:

1. TRANSFER OF THE PREMISES. United shall grant, convey and donate to Massillon, all of United's right, title and interest in and to the Premises to Massillon, such property to be used as set forth herein by Massillon for the location of municipal service offices and for related municipal purposes, such use to be for the benefit of the Massillon community. For the purpose of this agreement and the transaction contemplated herein, the parties agree that as of the date of the execution hereof, the appraised value of the Premises is Four Hundred Sixty Five Thousand Dollars (\$465,000.00).

2. INSTRUMENTS OF CONVEYANCE. United shall convey the Premises to Massillon by executing and delivering to Massillon on the day of closing set forth below, a good and sufficient quit claim deed, without warranty, conveying to Massillon all of United's right, title and interest in the Premises, subject however to all (i) zoning ordinances and any and all other governmental regulations covering the Premises; (ii) legal highways; (iii) real estate taxes which are a lien against the Premises, but are not yet due and payable as of the closing date, and (iv) all easements, covenants, conditions, reservations, encumbrances, restrictions of record and encroachment thereon or thereover, if any.

3. EVIDENCE OF TITLE. After the execution hereof, but not more than ten (10) days thereafter, if Massillon desires, Massillon at its sole cost and expense, may obtain an owner's title insurance commitment or a title guaranty commitment covering the Premises and the rights to be acquired by Massillon therein. Massillon shall have ten (10) days after receipt of such commitment to review the same and to advise United of any objections to title to the Premises.

Upon receipt of notice from Massillon that there is a cloud upon title or other encumbrance, encroachment or interest affecting the Premises, United shall

have ten (10) days in order to remove any such exception which is not acceptable to Massillon or otherwise to cure any cloud, encumbrance or matter affecting title. If United does not cure or otherwise discharge such encumbrance or encroachment then either United or Massillon may elect to terminate this Agreement, in which case all obligations of the parties hereunder shall be extinguished, and this Agreement shall be null, void and unenforceable. However, if neither party hereto elects to terminate this Agreement as set forth above, then Massillon shall take title to the Premises as then held by United and shall proceed to closing hereunder.

All title issues considered by Massillon hereunder shall be governed by the Ohio Marketable Title Standards.

4. SURVEY. Massillon, at Massillon's sole cost and election, may obtain a location survey or an ALTA survey covering the Premises, in order to verify that there are no encroachments onto or off of the Premises.

5. LEASE TO UNITED. On the Closing Date set forth below, Massillon and United shall enter into a lease agreement whereby United will lease the first floor (Lobby Level), being approximately Three Thousand Five Hundred (3,500) square feet, of the building located on the Bank Parcel, all of the safe deposit box and kitchen/cafe/teraria areas located on the lower level of such building, and the entire customer parking lot and the drive up facility immediately to the east of the building and located on the Property. Further, this lease shall entitle Tenant to free and unlimited access to the public restrooms, elevators and common entrances, hallways or other common areas located in the building on the Bank Parcel, and the room on the third floor (the storage floor) of such building where the telephone lines and equipment servicing the Bank's space and the entire building are located, and shall entitle Tenant to the free and exclusive use of the main entrance to the bank building, fronting on Lincoln Way. All access to the building by Massillon and any of its agents, employees, guests and/or invitees shall be through the side entrance located on the west side of the building, and unless otherwise agreed to in writing by the parties hereto, Massillon shall not place or erect any signs on the front of the building with respect to its uses, or otherwise identifying the building as a City office building. However, Massillon may place signs on the west side of the building identifying the City Entrance and the departments located therein. In addition, this Lease shall cover and entitle Tenant to the free, uninterrupted and exclusive use of twelve (12) designated parking spaces which are a part of the parking lot located on the Parking Lot Parcel, such spaces to be identified as being exclusively for United Bank Parking only, (all of the above space and appurtenant rights being hereinafter referred to as the Leased Space").

This lease shall be for a period of Thirty (30) years and shall provide for United's payment of an annual rent equal to One Dollar (\$1.00) per year, as United's sole rental obligation. United shall have the right to terminate the above lease at its sole and absolute discretion at any time during the term thereof, in which case, United shall have the right to remove any and all of its equipment, personal property and or trade fixtures, and may elect to either remove any of the improvements and/or modifications made to the Premises, or to leave such improvements and/or fixtures on and/or as a part of the Premises. Specifically, United shall not be required to remove the drive up facility and/or any vaults or safes which are currently located on the Premises or any other vaults, safes or improvements which may be located thereon hereafter. However, if such lease is not terminated by United during the term thereof, or otherwise terminated according to its terms, then United and Massillon agree that they shall endeavor in good faith to negotiate an extension to the term thereof for an additional period of time to be agreed upon by the parties, at a rental rate which shall then be equal to the fair market rental rate therefor, as the same is to be determined pursuant to the terms of the lease.

In addition to other provisions typically included within a commercial lease of real property, the above lease shall provide that Massillon shall be responsible for all maintenance, repairs, replacements and up keep of the Premises including but not being limited to the repair and replacement of any and all systems servicing the Premises, the structure of the building and all other improvements, and any and all other parts thereof, except for such janitorial services or other routine

maintenance responsibilities to be provided by United for the space being leased thereby. Massillon shall also be responsible for keeping the building in compliance with the Americans with Disabilities Act and the rules and regulations promulgated thereunder. Further, Massillon shall pay for all utility services provided to and utilized by United on the Premises, and shall be responsible for all necessary snow and ice removal and maintenance of the parking areas and drive areas servicing the Premises. Further, the lease will permit United to maintain its existing signs on the Premises and to add additional signs thereto. At the time that United transfers possession of the Premises contemplated herein, United intends to cancel the service contracts which it currently maintains in connection with the building. However, prior to canceling such contracts, United agrees to meet with Massillon in order to discuss the possibility of Massillon's assuming the rights and obligations under such service contracts.

The lease shall further provide United with the right to reacquire the Premises, if United should so elect, upon Massillon's decision at any time during the term of the lease to transfer the Premises to any third party or to use the Premises for any other purpose than is permitted herein and in the lease. The terms upon which United would reacquire the Premises will be set forth in the lease.

The lease to be executed by United and Massillon shall be in the form of the lease attached hereto and made a part hereof as Exhibit A.

6. UNITED'S IMPROVEMENTS. Following the Closing of the transfer of the Premises to Massillon contemplated hereunder, United, pursuant to the terms of the above referenced lease shall have the right, but not the obligation to completely renovate the Leased Space in order to make the same suitable for bank uses and purposes and in order for United to move its employees from other portions of the building to the first floor area. In addition, at its election, United may make such changes to the Premises in order to isolate and close in its Leased Space from the rest of the Premises and in order to secure the same from other parts of the Premises and from other users and occupants thereof. However, notwithstanding the above, United shall not be obligated or required to so isolate or separate the Leased Space from the remainder of the Premises. Further, if at any time during the lease, Massillon should desire to modify the Premises in order to separate the Leased Space from the remainder of the building, then Massillon may do so at its sole cost and expense, provided that such construction and/or modification shall not in any manner unreasonably interfere with or interrupt United's continuing operation within the Leased Space or otherwise damage any of United's equipment, injure any of United's agents, employees, patrons, customers or invitees, or otherwise leave the Leased Space in such a condition that United will reasonably be required to incur any expense to remodel or modify the Leased Space as a result of Massillon's modifications.

United and Massillon hereby further agree that they will reasonably explore the possibility of obtaining required consent and if necessary to alter the flow of traffic on the street adjacent to the Premises on the west, so that additional on street parking may be located adjacent to the Premises on that street.

7. CLOSING DATE. This transaction must close on or before December 31, 1998, (the "Closing Date"). The Closing will take place at the Offices of United Bank as the same are currently located on the Premises or at such other location agreed upon by United and Massillon. On the Closing Date, United shall deliver the quit claim deed to Massillon, and Massillon shall be responsible for recording such deed. Also on the Closing Date, Massillon and United shall execute that certain lease referenced above and a memorandum of lease which may, at United's election, be recorded in the Stark County real estate records. If for any reason this transaction cannot close on or before December 31, 1998, then the terms of this agreement shall become null and void and the parties will thereafter be required to negotiate modified terms thereof if the transaction is to occur thereafter.

8. POSSESSION. Notwithstanding the Closing Date set forth above, possession of the Premises shall not be delivered to Massillon until June 1, 1999. From the Closing Date until June 1, 1999, United shall continue to occupy and have the sole and exclusive possession of the Premises. The period between the closing date and

June 1, 1999, or such earlier date as United may elect to turn over possession of the Premises other than the Leased Space shall herein be referred to as the "Interim Period". During the Interim Period United shall be responsible for the routine maintenance thereof, all snow and ice removal expenses and all utility expenses incurred in connection with the Premises. In addition, during the Interim Period United shall insure the Premises against fire and extended coverage casualty damage and losses, during such time period and shall name Massillon as an insured party thereon. However, if during the Interim Period there shall arise the need for structural repairs or modifications, or replacements to the Premises which are not a part of the routine maintenance thereof, then Massillon, as the owner of the Premises shall be responsible for such costs and expenses incurred in connection with such repairs and or replacements.

For purposes of this agreement and in order to determine which party hereto is responsible for the maintenance, repair and upkeep of the Premises during the Interim Period, routine maintenance will be defined as being such maintenance practices as are customarily covered by a standard form of maintenance agreement covering the HVAC system servicing the Premises, but shall not require United to pay any sum in excess of Five Hundred Dollars (500.00) in the aggregate in connection with any and all repairs and/or replacements to be made to any part of the Premises and/or any system servicing the Premises, and shall not include any structural or capital repairs or replacements to any part of the Premises.

After possession is delivered to Massillon on or before June 1, 1999, Massillon's possessory rights shall be subject to United's rights under the lease referenced above and to United's continued possession of the Leased Space. Further, in order to insure that the building and the Premises continue to be conducive to United's continued operation of a bank thereon, Massillon shall advise United in advance of the intended uses to be made of the Premises by Massillon, which uses shall be limited to the location of offices thereon for the following City of Massillon Municipal Departments

which office and departmental uses shall not directly or indirectly have an adverse effect upon United's continued banking operations thereon or upon United's reputation and security requirements. Massillon may not use any part of the Premises for an other purpose than those set forth herein, without first obtaining United's prior written consent thereto, which consent may be withheld by United at its sole and absolute discretion. If United should object to any planned use of the Premises by Massillon, then Massillon shall not make such utilization thereof.

9. PRO-RATIONS AND CHARGES. United shall be responsible for the payment of all real estate taxes and general assessments levied upon or accruing upon the Premises until the date of closing. United will pay such taxes at such time as they are due and payable, provided that Massillon delivers the original or a copy of such bill to United not less than 14 days prior to the due date thereof. Thereafter, Massillon shall be solely responsible for such taxes accruing thereon after the date that Massillon is entitled to take possession thereof. Willful or involuntary failure on Massillon's part to take possession of the Premises hereunder shall not prevent Massillon from having the obligation to pay such taxes and assessments accruing from and after the date that such possession is available to Massillon hereunder. Further, as is set forth in the lease, after the Interim Period, Massillon shall be required to pay for all utilities servicing the Premises, including the Leased Space.

At closing, United shall pay (i) the cost of the deed preparation, and (ii) legal fees, if any, incurred by United in this transaction. At closing, Massillon shall pay (i) the cost of recording the quit claim Warranty Deed, (ii) the cost of title insurance referenced above, (iii) legal fees, if any, incurred by Massillon in this transaction, and (v) the conveyance fee upon the transfer of the Premises to Massillon, if any.

10. REPRESENTATIONS AND WARRANTIES.

In order to induce Massillon to enter into this Agreement, United represents and warrants to Massillon (i) that United has full power and authority to enter into this Agreement and to perform in accordance herewith, (ii) that the party executing this Agreement has been duly and properly authorized to take such steps on behalf of United, (iii) that the execution hereof and the performance hereunder will not violate any judicial or administrative order, award, judgment, or decree applicable to United, and (iv) that all consents, approvals, authorizations, resolutions or orders required of United for the authorization, execution, or performance in accordance with this Agreement have been or before closing will be obtained and delivered to Massillon.

In order to induce United to enter into this Agreement, Massillon represents and warrants to United (i) that Massillon has full power and authority to enter into this Agreement and to perform in accordance herewith, (ii) that the party executing this Agreement has been duly and properly authorized to take such steps on behalf of Massillon, (iii) that the execution hereof and the performance hereunder will not violate any judicial or administrative order, award, judgment, or decree applicable to Massillon, and (iv) that all governmental consents, approvals, authorizations, resolutions or orders required of Massillon for the authorization, execution, or performance in accordance with this Agreement have been or before closing will be obtained and delivered to United.

11. INSPECTION AND RIGHT OF ACCESS. From and after the execution of this Agreement by both parties hereto, Massillon shall have the right to enter upon and inspect the Premises. Following the completion of such inspection, Massillon agrees that it will reasonably restore the Premises to its condition prior to Massillon's entry thereon, and shall hold harmless, defend and indemnify United against any loss, damage, injury, claim, cause of action or other liability and expense which may directly or indirectly result from Massillon's entry upon and/or inspection of the Premises. If Massillon causes any inspections of the Premises to be conducted, then Massillon agrees, at United's request, to deliver a copy of any inspection reports to United for United's review. Notwithstanding any other provision contained herein, to the extent legally permitted, Massillon shall not disclose any information which Massillon may obtain regarding the Premises to any third party without first obtaining United's prior written consent thereto. Massillon agrees and recognizes that publication of inspection results could result in United's incurring significant loss, damage, and expense. Therefore, Massillon hereby agrees to hold harmless, defend and indemnify United from and against any losses, injuries, claims, causes of action, liabilities and/or expenses resulting directly or indirectly from ~~the~~ disclosure of any such test results covering the Premises.

12. CONDITION OF THE PREMISES. Massillon hereby agrees and acknowledges that the Premises shall be conveyed hereunder in its AS IS condition, without any representation or warranty as to its condition or its suitability for any particular use or purpose. Massillon shall acquire the Premises subject to any and all faults, flaws, defects or other adverse conditions, and hereby waives any rights which it may have against United arising directly or indirectly out of the condition of the Premises at the time of the Closing Date contemplated herein.

Notwithstanding Massillon's right to inspect the Premises as set forth above, upon executing this agreement, Massillon hereby agrees that it will either: (i) acquire the Premises in its then condition regardless of the results of any inspection so conducted, or (ii) if it does not acquire the Premises hereon, it will defend, hold harmless and indemnify United from and against any claims, causes of action, liabilities, losses, damages, injuries or expenses incurred by United directly or indirectly as a result of Massillon's inspections and/or arising out of the results of such inspections becoming public information or otherwise disclosed to any party not a party to this agreement.

13. CONDEMNATION. If between the date of this Agreement and the Closing Date any condemnation or eminent domain proceedings are initiated which might result in the taking of any part or all of the Premises, then either United or Massillon may elect to terminate this Agreement, in which event all rights and obligations of the parties hereunder shall cease. However, if neither United or Massillon elects to terminate this Agreement pursuant to the terms hereof, then the conveyance

Agreement or by law, the day of the act or event from which said period of time runs shall be excluded and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

21. ENTIRE AGREEMENT. Massillon and United acknowledge that there are no covenants, representations, warranties, agreements or conditions, either expressed or implied which in any way ~~effect~~, form a part of, or relate to this Agreement except for those expressly set forth herein or except for those which are set forth by separate agreement. This Agreement constitutes the entire agreement between the parties.

22. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or otherwise invalidated.

23. GOVERNING LAW. Massillon and United agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

24. ASSIGNMENT. Neither Massillon nor United shall assign its rights under this Agreement without first obtaining the prior written consent of the non-assigning party to any such contemplated assignment, which consent shall not be unreasonably withheld. However, notwithstanding the above, United may assign its rights hereunder or under the lease referenced herein to any other entity which is owned or controlled by United, by UNB Corp. or by an affiliate of either thereof, without first obtaining Massillon's prior written consent thereto, ~~which consent shall not be unreasonably withheld~~.

The undersigned parties hereto do hereby execute this agreement on the date and year which are first set forth above.

WITNESSES:

UNITED NATIONAL BANK AND TRUST COMPANY

By _____
Its _____

WITNESSES:

THE CITY OF MASSILLON

By: _____
Its _____

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 265 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Lease Agreement for and on behalf of the City of Massillon, Ohio, with the United National Bank and Trust Company, and declaring an emergency.

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

Section 1:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and are hereby authorized to execute on behalf of the City of Massillon, Ohio, a Lease Agreement with the United National Bank and Trust Company.

Section 2:

That the Lease Agreement shall pertain to the United National Bank and Trust Company property located at 153 Lincoln Way East. A copy of said Lease Agreement is hereby attached and made a part of this ordinance.

Section 3

That said premises shall be leased for an amount no less than One Dollar (\$1.00) per year. Said Lease Agreement shall be for a period of thirty (30) years.

Section 4:

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 lease the property to United National Bank and Trust Company in consideration of the donation of the said property to 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 _____ DAY OF _____ 1998

APPROVED: _____

SHARON HOWELL, CLERK OF COUNCIL

DENNIS D. HARWIG, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

LEASE AGREEMENT

THIS LEASE AGREEMENT is hereby entered into on this ____ day of December 1998, by and between the CITY OF MASSILLON, a municipal corporation, and its successors and assigns, hereinafter called "Landlord", whose mailing address is Massillon Municipal Government Center, One James Duncan Plaza, Massillon, Ohio and UNITED NATIONAL BANK AND TRUST COMPANY, a national bank, its successors and assigns, hereinafter called "Tenant", whose address is 220 Market Avenue South, Canton, Ohio, 44702.

WHEREAS, Landlord is the owner of certain commercial real property more fully described herein and desires to lease said property to Tenant; and

WHEREAS, Tenant desires to use and lease such property from Landlord under the terms and conditions specified below.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and conditions set forth herein, the parties agree as follows:

1. LEASED PREMISES: Landlord does hereby let and lease unto Tenant that portion of the bank building and the onsite customer parking lot located at 153 Lincoln Way East, Massillon, Ohio, as such property is further described as being Massillon City Lots Numbered 260, 388, 11697, and 14080, situated in the City of Massillon, Stark County, Ohio, containing approximately Three Thousand Five Hundred (3,500) square feet of space on the first floor of the bank building located thereon, and all of the safe deposit box and kitchen/cafeteria areas located on the lower level of such bank building, including the exclusive use and enjoyment of the entire customer parking lot and the drive up facility immediately to the east of the building and located on the Property. Further, this lease shall entitle Tenant to free and unlimited access to the public restrooms, elevators and all common entrance s, hallways or other common areas located in the building on the Property and shall entitle Tenant to the free and exclusive use of the main entrance to the bank building, fronting on Lincoln Way. In addition, this Lease shall entitle Tenant to the free, uninterrupted and exclusive use of twelve (12) designated parking spaces which are a part of the parking lot located at the southwest corner of Charles Avenue and Second Street, S.E., in the City of Massillon, Ohio, which property is more particularly described as being Massillon City Lot Number 1147, such spaces to be identified as being for United Bank Parking, (all of the above space and appurtenant rights being hereinafter referred to as "the Premises").

2. TERM OF LEASE: Subject to the terms and requirements set forth herein, the term of this Lease shall be for a period of thirty (30) years commencing on the first day of June, 1999 (the "Commencement Date"), and ending at midnight on the thirty first day of May, 2029.

Landlord and Tenant agree and acknowledge that all of the Property described above, Massillon City lot #1147 and all of the buildings and improvements thereon were transferred by United National Bank and Trust Company to Landlord on the date of the execution of this Lease Agreement. Landlord and Tenant hereby further agree that from and after the date of the execution hereof and until the commencement date hereof (June 1, 1999), or such earlier date as Tenant may elect (the "Interim Period"), such Tenant shall retain and shall have the sole and exclusive use, occupancy and enjoyment of all of such Property, buildings, parking lots and other improvements located thereon, free of rent. During the Interim Period, Tenant will maintain fire and extended coverage on the Property, and will be responsible for the routine maintenance and repair thereof, excluding any structural maintenance, repair or replacement and any major repairs and/or replacements of or to the roof or the HVAC, electrical, plumbing or other systems servicing the Property, which costs and expenses shall be Landlord's obligation to timely pay in a reasonable and prudent manner. However, after the expiration of the Interim Period, Tenant shall retain possession of the Premises described herein and Landlord shall be entitled to possession of the remainder of the Property in accordance with the terms set forth herein. Further, Landlord shall thereafter be responsible for all utility, maintenance, repair and/or replacement expenses related to the Property and such Premises as such responsibility is set forth herein.

For purposes of this Lease and in order to determine which party hereto is responsible for the maintenance, repair and upkeep of the Property during the Interim Period, routine maintenance will be defined as being such maintenance practices as are customarily covered by a standard form of maintenance agreement covering the HVAC system servicing the Premises, but shall not require United to pay any sum in excess of Five Hundred Dollars (500.00) in the aggregate in connection with any and all repairs and/or replacements to be made to any part of the Premises and/or any system servicing the Premises, and shall not include any structural or capital repairs or replacements to any part of the Premises.

3. RENTAL PAYMENTS:

The annual base rental amount to be paid by Tenant for the Premises shall be ONE Dollar (\$1.00) per year. The total base rent to be paid by Tenant to Landlord hereunder over the term hereof

shall be Thirty Dollars (\$30.00). Such rental shall be paid in advance at the time of the execution hereof.

4. **USE OF PREMISES:** The Premises may be used and occupied by Tenant during the original and any extended term of this Lease for banking, financial, insurance, brokerage and/or any related commercial services or purposes, including but not limited to office and branch banking operations. Landlord covenants that Tenant shall not be prevented from utilizing the Premises for any of the aforesaid purposes by reason of any zoning ordinance or regulation or as a result of any recorded restriction or other limitation effecting the Premises.

5. **MAINTENANCE AND REPAIR OF THE PREMISES:**

During the original and any extended term of this Lease, Landlord shall maintain at Landlord's sole cost and expense, the structural soundness of the Premises and of the building containing the Premises, the roof, foundation, exterior walls, sidewalks and other surfaced and/or blacktopped areas including landscaping, and all mechanical equipment located in or servicing the Premises, and any water, gas or electrical lines or conduits servicing the Premises. Landlord further covenants to repair and replace components of the heating and air conditioning systems, including but not being limited to furnaces, compressors, and other components of such systems, and the plumbing and electrical systems, in the event it may become necessary, and to make repairs to the interior of the Premises and the building containing the Premises. Landlord shall save Tenant harmless from any violation of applicable laws relating to any portion of the Premises which violation is the result of any act or omission of Landlord hereunder or which may arise out of Landlord's failure to maintain or repair any part of the Premises as may be required hereunder, or arising from any changes or improvements to the Premises made thereto by Landlord. Landlord shall be responsible for all snow and ice removal from driveways, parking areas, walkways and sidewalks serving the Premises and shall be responsible for repairing and if necessary replacing all windows on or in the building and shall also be responsible for washing the interior and exterior of the windows in the building, including the Premises, not less than once each calendar quarter of the year. Tenant will be responsible for washing the drive through area window.

Tenant shall only be responsible for the interior janitorial services to be conducted in cleaning the interior of the Premises, and such maintenance and repair activities as may be necessary in connection with Tenant's improvements and fixtures installed by Tenant. In all other regards, except for repairs or replacements required as a result of Tenant's negligence or willful acts or omissions, Landlord shall be responsible for all repairs and replacements and maintenance and upkeep requirements with respect to the Premises. Although Tenant is herein granted the right to utilize the same, Tenant, shall not be responsible for cleaning and/or maintaining or repairing the restrooms, parking areas, elevators or any common hallways or areas in the building containing the Premises, such cleaning, maintenance and/or repairs being Landlord's obligation hereunder.

6. **UTILITIES:** Landlord shall pay for all utility use or consumption charges, such as water, gas, and electricity and sewage service charges that may be levied against the Premises during the term hereof. Landlord shall make such payments directly to the respective utility companies in a timely manner in order to insure that there are no interruptions in such utility services. Should Landlord cause any utility services to the Premises to be interrupted for any period of time in excess of 3 working days, then Landlord shall be deemed to be in default hereunder and Tenant shall be entitled to take such steps as may be necessary in order to restore such utility services to the Premises, and Landlord shall thereafter be responsible for all reasonable costs incurred by Tenant in correction therewith.

Landlord shall also be responsible for maintaining heat and air conditioning levels which are at all times commercially reasonable and conducive to Tenant's conducting its banking business upon any part of the Premises. Landlord shall maintain adequate and acceptable levels of heat and air conditioning on the Premises so as to maintain an even climate thereon at all times and on all days that Tenant is open for business or otherwise intends to use the Premises as permitted hereunder, even on such days that Landlord may not be utilizing its space within the building in which the Premises is located.

7. **ALTERATIONS:** Tenant, at its expense and without consent of Landlord shall have the right to completely renovate the Premises in order to make the same suitable for banking operations, uses and purposes and in order for Tenant to move its employees from other portions of the building containing the Premises to the first floor area. Tenant may, at its sole election and discretion, make such changes to the Premises in order to isolate and close in the Premises and in order to secure the same from other parts of the building containing the Premises and from other users and occupants thereof. In addition, Tenant may, without Landlord's consent, make minor changes or additions to the interior of the Premises and/or to the building containing the Premises, as it shall deem necessary to install furniture, equipment and trade fixtures in the conduct of its business, and to insure that Tenant can provide handicapped areas to all portions of the Premises. Any improvements made by Tenant shall be in compliance with applicable laws, ordinances and codes and Landlord shall cooperate with Tenant and assist Tenant in obtaining necessary permits from public authorities in respect of such changes. Any alterations, additions or improvements made by Tenant may at Tenant's election remain upon and be surrendered with the Premises at termination of this Lease, unless they may be removed without damage to the Premises or the building containing the Premises, in which case, Tenant at its

election may remove such improvements, and repair any damage done to the Premises as a result of such removal. Tenant shall not permit any mechanic's or similar liens to stand against the Premises on account of labor or material procured by Tenant.

Nothing herein shall prevent Tenant at all times and upon expiration or termination of this Lease from removing its furniture, equipment, trade fixtures and personal property installed on or about the Premises, and such property shall at all times be and remain Tenant's property and shall not be subject to any lien of Landlord; Tenant shall repair any damage done to the Premises caused by such removal. However, notwithstanding any other provision contained herein or any other right which may be claimed by Landlord hereunder, under no circumstances shall Tenant be required to remove the drive up facility and/or the vault currently located on the Premises or any other safes, vaults or improvements which may hereafter be located thereon.

8. SECURITY: Tenant may, at its sole discretion install and maintain a security system upon the Premises, which shall be at Tenant's sole cost and expense. Tenant may maintain and monitor its own security system. Tenant's alarm layout will not be submitted for Lessor's approval prior to or after installation, ~~which approval shall not be unreasonably withheld. However, Tenant and Landlord agree that they will reasonably cooperate with each other so that if necessary a security officer will be available to answer any alarms or alarm monitoring calls, and if necessary to visit the building and the Premises to insure that the same are secure immediately following the sounding of an alarm or other breach in security.~~

9. MUTUAL HOLD HARMLESS AND INDEMNIFICATION:

A. Tenant herein agrees to hold harmless and indemnify Landlord from and against all demands, suits, fines, liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses incurred by Landlord in connection therewith) asserted or commenced against and/or suffered by Landlord, which arise directly out of Tenant's, its employees', or agents' negligent acts or omissions or willful misconduct, and which are connected with the use or occupancy of the Premises herein by Tenant, or arise out of or are connected with a material breach of Tenant's obligations under this Lease. However, notwithstanding the above, Tenant shall not hereunder be required to hold harmless or indemnify Landlord from any of the above referenced liabilities which arise out of any act or omission of Landlord, its employees, agents, contractors or invitees.

B. Landlord herein agrees to hold harmless and indemnify Tenant from and against all demands, suits, fines, liabilities, losses, damages, costs and expenses (including reasonable legal fees and expenses incurred by Tenant in connection therewith) asserted or commenced against and/or suffered by Tenant, which arise directly out of Landlord's, its employees', agents', contractors, invitees, or lessees' (other than Tenant) negligent or willful acts or omissions, and which are in any manner connected with the operation, use, ownership, maintenance, management, or occupancy of the Premises and the building and improvements housing or containing the Premises and the abutting real property owned by Landlord, or which arise out of or are connected with a material breach of Landlord's obligations under this Lease.

10. INSURANCE:

A. During the term of this lease and any extensions thereof, Landlord shall procure and maintain, at its own expense, fire and extended coverage insurance covering the Premises and the building in which the Premises is located, which insurance shall be in an amount equal to the full replacement cost of the improvements and building which include the Premises. Full replacement cost of said improvements, building and the Premises shall be reviewed and determined every three years. Tenant shall be named on such policy as an additional insured, as its interest may appear, or Landlord and the insurer shall by endorsement thereto, waive all right of subrogation against Tenant in connection with any occurrence or loss under the policy. Landlord shall promptly furnish certificates of such insurance to Tenant indicating the existence of such coverage and Tenant's status as an additional insured thereon, or the existence of a waiver of subrogation endorsement, and shall further indicate that notice shall be given to Tenant fifteen days prior to any cancellation or amendment of such policy. Further, Landlord agrees to waive any right or claim against Tenant for any claim that arises due to an insurable loss.

B. During the term of this Lease and any extensions thereof, Tenant shall procure and maintain property and casualty insurance covering all personal property, trade fixtures and equipment located on the Premises by Tenant and Tenant hereby waives any claim which it may have against Landlord as a result of an insurable loss or damage to such property and equipment.

C. During the term of this Lease and any extensions thereof, Tenant shall carry public liability insurance in amounts of not less than One Million Dollars for injury to one person, not less than One Million Dollars per occurrence, and not less than One Hundred Thousand Dollars for property damage, to protect Tenant from any public liability for injury or death to persons or damage to property arising from Tenant's use of the Premises, and further to comply with and honor the terms of the mutual indemnification provisions set forth above.

D. During the term of this Lease and any extensions thereof, Landlord shall carry public liability insurance in amounts of not less than One Million Dollars for injury to one person, not less than One Million Dollars per occurrence, and not less than One Hundred Thousand Dollars for property damage, to protect Landlord from any public liability for injury or death to persons or damage to property arising from Landlord's ownership or use of the Premises, the building in which the Premises is located and the abutting property owned by Landlord, and in order to comply with and honor the terms of the mutual indemnification provisions set forth above.

11. WAIVER OF SURROGATION: Landlord hereby releases and discharges Tenant from all liability which may arise out of the loss or destruction by fire or other casualty of the Premises caused by the acts or omissions of Tenant or its agents, employees, or invitees. Tenant hereby releases and discharges Landlord from all liability which may arise out of the loss or destruction by fire or other casualty of any property of Tenant which may be located upon the Premises, caused by the act or omission of Lessor or its agents or employees. Each of the parties agrees to give notice of this provision to all companies which issue a policy of property and casualty insurance upon the Premises, fixtures, or contents.

12. DAMAGE OR DESTRUCTION OF PREMISES: If during the term of this Lease, the Premises shall be destroyed or so damaged as to be unfit, in whole or in part, for Tenant's occupancy and business operations, and such damage or destruction can reasonably be repaired within ninety (90) days from the happening of such destruction or injury, then Tenant's rights under this Lease shall not terminate, and Landlord shall complete all necessary and prudent repairs and replacements with all reasonable speed within ninety (90) days from the happening of such damage. If as a result of such damage or the repairs required thereby, Tenant is deprived of the occupancy and business operation of any portion of the Premises, then Tenant shall be entitled to a proportionate extension in the term of this Lease commensurate to the time of such deprivation. Should the Premises be destroyed or injured to such an extent that it cannot reasonably be restored within ninety (90) days from the happening of such event, then either Landlord or Tenant may immediately terminate this Lease by written notice to the other, in which event, Landlord and Tenant shall share equally the insurance proceeds paid in connection with and/or as a result of such damage or destruction to the Premises, excluding insurance proceeds paid in connection with loss of or damage to Tenant's and/or Landlord's personal property and trade fixtures, which shall be retained by the respective party owning such personal property and equipment.

13. EMINENT DOMAIN: If a substantial part of the building containing the Premises is taken for public use by eminent domain, by condemnation or private purchase by a public authority in lieu thereof, or if by reason of judicial proceedings, law or court decree, by consent or otherwise, use of the Premises by Tenant for any purposes herein permitted is materially impaired, Tenant shall have the right to terminate this Lease on written notice to Landlord, and rent and all other sums to be paid by Tenant hereunder shall be apportioned to the time of such taking or impairment and termination, or Tenant may elect to continue in possession of that part of the Premises not so appropriated or impaired under the terms thereof, and shall be entitled thereafter to an equitable reduction in rent and in all other sums to be paid by Tenant hereunder. If eminent domain or condemnation proceedings involve the taking of any leasehold alterations, additions or improvements made by Tenant, Tenant shall share in the award for the impairment of such alterations, additions, or improvements and for the reasonable value of Tenant's possessing rights for the remainder of the term hereof. Furthermore, Tenant will have the right to recover from the condemning authority for damage suffered as a result of the condemnation, including but not being limited to moving expenses, business interruption or lost personal property, and Landlord shall have no interest in any award so made to Tenant. Such right of Tenant to recover losses or damages shall survive termination of this Lease.

14. ASSIGNMENT OR SUBLETTING: Tenant may at its election assign or sublease this Lease to any corporate subsidiary or affiliate of Tenant and/or of UNB Corp., without Landlord's consent or approval. Otherwise, Tenant shall not assign or sublet the Premises or a portion thereof, at any time, without in each case first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

Under no circumstances shall Landlord sell, assign lease or otherwise transfer its rights under this lease or grant any possessory interest in any part of the building containing the Premises to any third party without first obtaining Tenant's prior written consent thereto, and without first complying with the requirements of section 16 below.

15. OPTION TO EXTEND: Upon termination of the term hereof, Tenant shall have the right and option to extend this Lease Agreement for an additional period of time which shall be negotiated and agreed upon by the parties hereto. Tenant may exercise its option by giving Landlord written notice of the exercise of its option to extend not less than sixty (60) days prior to the termination date, and thereupon this Lease shall be extended for the term set forth above, without execution of any other instrument. During any extended period, the terms, covenants and conditions set forth herein, excluding the rental provisions, shall continue to govern the relationship between Landlord and Tenant. With regard to rent to be paid during any extended period, Tenant and Landlord agree that such rate shall be adjusted to equal the then fair market rental rate for the Premises. If Landlord and Tenant cannot agree upon the fair market rental rate for the Premises, then such rate shall be determined by appraisal, with Landlord and Tenant each selecting an appraiser engaged in the business of performing appraisals in Stark County, Ohio. The average of the fair market rental rates established by the two appraisers selected shall be the fair market rental to be applied during the applicable

renewal period. Tenant shall in all instances have fourteen (14) days after the determination of the rental rate to determine if it wants to exercise its option to renew.

16. **TENANT'S OPTION TO RE-ACQUIRE THE PROPERTY:** Landlord hereby agrees that if at any time Landlord should elect to sell or otherwise transfer the Property or to otherwise use the same for any purpose other than for City of Massillon Municipal services, in accordance with the terms hereof, then Tenant may elect to acquire the Property and Massillon City lot Number 1147, and any and all buildings and improvements thereon, for a purchase price which shall be an amount which is equal to the then fair market value of any capital improvements made by Landlord to the Property during the term of this Lease. If Landlord and Tenant cannot agree upon the same, the fair market value of such capital improvements shall be determined by appraisal in the same manner as is set forth in paragraph 15 above. Tenant's right hereunder shall be exercisable for a period of thirty (30) days after Landlord changes the use thereof or elects to offer the Property for sale and advises Tenant of Landlord's decision in writing. Tenant's right hereunder shall not be waived, released or relinquished as a result of Landlord's entering into a purchase and sale agreement, or by Landlord's failure to advise Tenant in writing of such change of use or election to sell. Tenant's right hereunder shall be noted on the Memorandum of Lease referenced below. Upon Tenant's exercise of its right to acquire hereunder, the Landlord shall convey the Property and Lot Number 1147 to Tenant by Quit Claim Deed conveying the same free and clear of any liens, mortgages or encumbrances other than such matters of record affecting such property as of the date of the execution hereof and such other encumbrances or interests which Tenant may have consented to or created.

17. **SURRENDER OF PREMISES:** At the expiration of this Lease, Tenant agrees to surrender to Landlord the possession of the Premises in as good condition and repair as received, with ordinary wear, tear, fire, casualty, damage by the elements, accident and any and all insurable losses or damage thereto excepted. Further, Tenant shall, at all times, and upon termination or expiration of this Lease, have the right to remove all trade fixtures, machinery, equipment, appurtenances and personal property heretofore or hereafter owned and/or installed on the Premises by Tenant, it being expressly understood and agreed that said property shall not become part of the Premises but shall at all times be and remain the property of Tenant and the same shall never be subject to any Landlord's lien. Tenant shall repair any damage to the Premises caused by such removal. Notwithstanding any other provision set forth herein, Tenant may at its sole discretion elect to leave on the Premises any fixtures or other equipment which in Tenant's judgement will damage the Premises to remove or otherwise will be burdensome upon Tenant to remove therefrom.

18. **HOLDING OVER:** If Tenant remains in possession of the Premises or any part thereof after the expiration of the term hereof, without a written agreement being negotiated or pending, such occupancy shall be a tenancy from month to month. All provisions of this Lease pertaining to the obligations of Tenant shall remain in effect, but all Options, if any, granted under the terms of this Lease shall be deemed terminated and be of no further effect. Said month to month tenancy is terminable upon either parties delivery to the other of written notice of such termination, three (3) months in advance of such termination date. During the period of such month to month tenancy, a monthly rental rate, payable in advance of each month, equal to the then fair market rental rate shall be paid. If Landlord and Tenant cannot agree upon the fair market rental rate to be paid, then such rate shall be determined by appraisal in the same manner as is set forth in Paragraph 15 above.

19. **LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT:** If Tenant should be in material breach of or fail to perform Tenant's obligations hereunder, and said default shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, then Landlord may at its election, unless Tenant shall prior thereto have commenced with due diligence to correct such deficiency, perform such provision, covenant or condition for or on behalf of Tenant, or make good any such default, and Tenant agrees to repay to Landlord the reasonable cost of such cure and any and all of Landlord's expenses reasonably incurred in curing such breach. Prior to such repayment, Landlord must first deliver to Tenant written verification of such costs incurred in curing such Tenant default. In the event that Tenant's breach constitutes an emergency, then Landlord shall have the right to cure said breach immediately, without first giving Tenant notice to cure. Such right to cure and be reimbursed for the expenses incurred in connection therewith shall be Landlord's sole remedy hereunder.

20. **LANDLORD'S DEFAULT:** If Landlord should be in material breach of or fail to perform any of Landlord's obligations hereunder, and such default shall continue for a period of thirty (30) days after written notice from Tenant to Landlord, then Tenant may at its election, unless Landlord shall prior thereto have commenced with due diligence to correct such deficiency, perform such provision, covenant or condition for or on behalf of Landlord, or make good any such default, and Landlord agrees to repay to Tenant the reasonable cost of such cure and any and all of Tenant's expenses reasonably incurred in curing such breach. Prior to such repayment, Tenant must first deliver to Landlord written verification of such costs incurred in curing such Landlord default. In the event that Landlord's breach constitutes an emergency, then Tenant shall have the right to cure said breach immediately, without first giving Landlord notice to cure.

21. **TENANT'S RIGHT TO TERMINATE LEASE:** Tenant may, at its sole and absolute discretion, elect to terminate this Lease and its possessory rights and obligations hereunder. Such termination may be accomplished upon providing Landlord with Tenant's prior written notice of termination not less than

ninety (90) days prior to the date of termination identified by Tenant therein. Following such termination, Tenant's obligations hereunder shall cease and be terminated. Upon such termination, Tenant shall have the same rights to remove its personal property, trade fixtures and/or improvements, or to permit the same to remain as a part of the Premises, as such rights are otherwise set forth herein.

22. QUIET ENJOYMENT: Landlord does hereby warrant that it has legal title to the land and building where the Premises is located and shall warrant and defend Tenant in the enjoyment and peaceable possession of the Premises during the term aforesaid, and during any extensions thereof, so long as Tenant shall perform all and singular the covenants herein agreed to be performed on the part of Tenant.

23. LANDLORD'S RIGHT TO INSPECT: Landlord may, following delivery of not less than 24 hour prior written notice, enter the Premises at reasonable times during business hours to inspect or make repairs to the Premises or other property belonging to Landlord, provided that such activities shall be done with minimum interference to Tenant's business or mode of operations.

24. SIGNAGE: Tenant shall be entitled to retain the existing signs on the building in which the Premises is located and shall continue to maintain such directional signs as Tenant has used in connection with the Premises prior to the execution of this lease. In addition, Tenant may place additional signs on the Property and on Lot 1147 in order to direct such Tenant's patrons to the Premises and/or to available parking areas, and otherwise to identify the Premises.

25. PARKING: The Premises includes off-street automobile parking facilities on the Property and adjacent to the building containing the Premises. Such off-street parking facilities shall be provided for the exclusive use by Tenant and Tenant's employees, agents, patrons, customers and invitees. Further, Tenant is herein granted the exclusive use and enjoyment of twelve (12) parking spaces located on Massillon City Lot #1147, which shall be designated and restricted for use by Tenant and Tenant's employees, agents, customers, patrons and invitees. All of such parking shall be free of charge.

26. SUBORDINATION: This Lease shall not be or become subordinate to the lien of any mortgage or mortgages now on the Premises or to any such lien which Landlord or any owner may hereinafter place on the Premises.

27. WAIVER AND ENTIRE AGREEMENT: This Lease and the separate written agreement executed by the parties hereto on this same date set forth the entire agreement between the parties as to the subject hereof, and neither this Lease or the separate written agreement may be modified or amended, nor shall waiver of compliance with any provision of such documents be effective except by a writing duly executed by the parties or the party to be charged with such waiver. Waiver of breach of this Lease by either party shall be limited in any event to the particular instance and will not be deemed to extend to any other breach subsequent thereto.

28. NOTICES: Any notice to be given pursuant to this Lease shall be sufficient if given by personal service, guaranteed overnight delivery service, telefax or telegram; or, if it is mailed postage prepaid, certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth above, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the day after delivery to the guaranteed overnight delivery service, the date of sending the telex or telegram, or two (2) days after mailing certified or registered mail.

29. PARAGRAPH HEADINGS: The paragraph captions are inserted herein for convenience only and in no way define or limit the scope or intent of this Lease or any provision hereof nor in any way affect the interpretation of this Lease.

30. AGREEMENT BETWEEN THE PARTIES: Landlord and Tenant herein further agree and acknowledge that they have previously entered into an Agreement dated December 1, 1998, whereby Landlord acquired the building containing the Premises from Tenant. The parties hereto further agree that the provisions of the above referenced Agreement continue to survive the execution of this Lease and to the extent that such provisions govern the rights and responsibilities with respect to the parties hereto and the Premises and the building containing the Premises, such terms and provisions shall be incorporated herein and shall be a part hereof, enforceable in accordance with their terms. Specifically Landlord's use of the remainder of the building containing the Premises shall be expressly governed by and subject to the terms set forth in the Agreement.

31. MEMORANDUM OF LEASE: Landlord and Tenant hereby agree that they shall both execute, acknowledge and deliver a short form of lease or memorandum of Lease to the other and the same may be recorded in the Official Records of the County or other governmental subdivision where the Premises is located. The parties further agree that said memorandum or short lease form shall be executed in accordance with the proper requirements of an instrument conveying an interest in real estate to be recorded in that jurisdiction.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

WITNESSES:

THE CITY OF MASSILLON

BY: _____

ITS: _____

WITNESSES:

UNITED NATIONAL BANK AND TRUST COMPANY

BY: _____
James J. Pennetti, Senior Vice President

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the City of Massillon, Ohio, by Mayor Frances Cicchinelli, Jr., who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the City of Massillon and his free act and deed as Mayor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____
_____, this _____ day of _____, 1998.

Notary Public

STATE OF OHIO, COUNTY OF STARK, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named United National Bank and Trust Company by James J. Pennetti, its Senior Vice President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said Corporation and his free act and deed as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton,
Ohio, this _____ day of _____, 1998.

Notary Public

G:\bms\United\UNITED BANK MASSILLON LEASE FORM.doc\11/2/98\skc

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 266 - 1998

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for street improvements in certain designated lower income neighborhoods, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for street improvements in certain designated lower income neighborhoods.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval by the Board of Control, with the lowest and best bidder for street improvements in certain designated lower income neighborhoods.

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 to improve streets in certain designated low income neighborhoods as part of the City of Massillon's FY 1998 Community Development Block Grant Program. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

998 LMI

NO.	WARD	STREET NAME	FROM	TO
49	4	11th Street SE	Walnut Rd SE	Arch SE
53	4	1st SE	Tremont SE	Penn SE
54	4	1st St SW incl. culdesac(South Ave.)	Tremont SW	Walnut Rd SW
58	4	Johnson Ave SE	3rd ST SE	Woodland SE
58	4	2nd St SW	Tremont	1st St SW

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 267 - 1998

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Parks and Recreation Capital Projects Fund, Wastewater Treatment Fund, General Fund, Economic Development Fund, Mural Fund, Bond Retirement Senior Housing Fund and Unclaimed Money Fund, of the City of Massillon, Ohio, for the year ending December 31, 1998, 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 is hereby appropriated from the unappropriated balance of the Parks and Recreation Capital Projects Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$1,800,000.00 to an account entitled "Capital Projects" 1434.505.2510

Section 2:

There be and is hereby appropriated from the unappropriated balance of the Wastewater Treatment Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$110,000.00 to an account entitled "Utilities" 2101.610.2340

Section 3:

There be and is hereby appropriated from the unappropriated balance of the General Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 50,116.00 to an account entitled "Transfer" 1100.905.2710

\$ 4,000.00 to an account entitled "Legal Advertising" 1100.105.2394

\$ 100.00 to an account entitled "Gas & Oil" 1100.705.2430

Section 4:

There be and is hereby appropriated from the unappropriated balance of the Economic Development Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 45,400.00 to an account entitled "Service Contracts" 1237.845.2390

Section 5:

There be and is hereby appropriated from the unappropriated balance of the Mural Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 7,220.46 to an account entitled "Mural Project" 3112.905.2370

Section 6:

There be and is hereby appropriated from the unappropriated balance of the Bond Retirement Senior Housing Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 50.00 to an account entitled "Interest" 1304.940.2620

Section 7:

There be and is hereby appropriated from the unappropriated balance of the Unclaimed Money Fund of the City of Massillon, Ohio, for the year ending December 31, 1998, the following:

\$ 25.00 to an account entitled "Unclaimed Money" 3108.905.2390

Section 8:

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 _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL, DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 268 - 1998

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 1998 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 is hereby transferred from the 1998 appropriation from within the General Fund of the City of Massillon, Ohio, the following:

\$26,155.04 FROM: "Transfer To" 1100.905.2710
TO: "Transfer From" 1483.435.1860

\$15,139.64 FROM: "Transfer To" 1100.905.2710
TO: "Transfer From" 1482.435.1860

\$ 8,820.41 FROM: "Transfer To" 1100.905.2710
TO: "Transfer From" 1485.435.1860

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 269 - 1998

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE appropriating money for current expenses and other expenses of the City of Massillon, Ohio, for the fiscal period ending December 31, 1999, and declaring an emergency.

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

Section 1:

That in order to provide for the current expenses and other expenses of the City of Massillon, Ohio, during the fiscal period ending December 31, 1999, the following sums be and are hereby appropriated:

ACCOUNT #	ACCOUNT	AMOUNT	DEPT TOTAL	FUND TOTAL
COUNCIL				
1100.105.2110	COUNCIL SALARY	59,800.00		
1100.105.2111	COUNCIL CLERK SALARY	34,300.00		
1100.105.2210	HEALTH/LIFE	5,400.00		
1100.105.2230	P.E.R.S.	11,960.00		
1100.105.2231	CITY SHARE MEDICARE	1,000.00		
1100.105.2389	TRAVEL, SEMINAR, SCHOOL	0.00		
1100.105.2392	SERVICES/CONTRACTS	22,500.00		
1100.105.2410	SUPPLIES/MATERIALS/POSTAGE	1,900.00		
	TOTAL COUNCIL		136,860.00	
MAYOR				
1100.110.2110	MAYOR SALARY	49,175.00		
1100.110.2111	MAYOR ADMIN ASST SALARY	65,000.00		
1100.110.2210	HEALTH/LIFE	16,200.00		
1100.110.2230	P.E.R.S.	15,200.00		
1100.110.2231	CITY SHARE MEDICARE	500.00		
1100.110.2389	TRAVEL, SEMINAR, SCHOOL	0.00		
1100.110.2392	SERVICES/CONTRACTS	8,700.00		
1100.110.2410	SUPPLIES/MATERIALS/POSTAGE	2,200.00		
	TOTAL MAYOR		156,975.00	
LAW DIRECTOR				
1100.115.2110	LAW DIRECTOR SALARY	34,696.00		
1100.115.2111	LAW DIRECTOR CLERKS SALARY	290,000.00		
1100.115.2210	HEALTH/LIFE	27,000.00		
1100.115.2230	P.E.R.S.	48,181.00		
1100.115.2231	CITY SHARE MEDICARE	5,156.00		
1100.115.2317	BOND	200.00		
1100.115.2389	TRAVEL, SEMINAR, SCHOOLING	500.00		
1100.115.2392	SERVICES/CONTRACTS	70,500.00		
1100.115.2410	SUPPLIES/MATERIALS/POSTAGE	6,000.00		
	TOTAL LAW DIRECTOR		482,233.00	
DOMESTIC VIOLENCE GRANT WFVA28225				
1100.116.2111	SALARY	33,000.00		
1100.116.2210	HEALTH	4,800.00		
1100.116.2230	P.E.R.S.	2,805.00		
1100.116.2231	MEDICARE	498.00		
1100.116.2270	WORKERS COMPENSATION	1,901.00		
1100.116.2389	TRAVEL, SEMINAR, SCHOOLING	360.00		
1100.116.2410	SUPPLIES/MATERIALS/POSTAGE	250.00		
	TOTAL DOMESTIC VIOLENCE GRANT		43,614.00	

SPECIAL COURT OFFICER				
1100.120.2110	SPECIAL COURT OFFICER SALARY	30,500.00		
1100.120.2111	PART TIME CLERK	0.00		
1100.120.2210	HEALTH/LIFE	5,400.00		
1100.120.2230	P.E.R.S.	3,659.00		
1100.120.2231	CITY SHARE MEDICARE	392.00		
1100.120.2410	SUPPLIES/MATERIALS/POSTAGE	1,549.00		
1100.120.2392	SERVICES/CONTRACTS	0.00		
TOTAL SPECIAL COURT OFFICER			41,500.00	
MUNI COURT				
1100.125.2110	JUDGES SALARY	75,000.00		
1100.125.2111	MUNI COURT STAFF SALARY	350,000.00		
1100.125.2210	HEALTH/LIFE	58,500.00		
1100.125.2230	P.E.R.S.	42,600.00		
1100.125.2231	CITY SHARE MEDICARE	4,600.00		
1100.125.2389	TRAVEL, SEMINAR, SCHOOLING	5,000.00		
1100.125.2392	SERVICES/CONTRACTS	56,000.00		
1100.125.2410	OFFICE SUPPLIES/MATERIALS/POSTAGE	11,000.00		
TOTAL MUNI COURT			602,700.00	
COMMUNITY SANCTIONS COORDINATOR				
1100.126.2110	COORDINATOR SALARY	26,000.00		
1100.126.2210	HEALTH/LIFE	5,400.00		
1100.126.2230	P.E.R.S.	3,225.00		
1100.126.2231	CITY SHARE MEDICARE	346.00		
1100.126.2389	TRAVEL, SEMINAR, SCHOOLING	1,000.00		
1100.126.2410	SUPPLIES/MATERIALS/POSTAGE	5,000.00		
TOTAL COMMUNITY SANCTIONS COORDINATOR			40,971.00	
CLERK OF COURT				
1100.130.2110	CLERK OF COURT SALARY	46,752.00		
1100.130.2111	DEPUTY CLERKS SALARY	630,838.00		
1100.130.2210	HEALTH/LIFE	124,200.00		
1100.130.2230	P.E.R.S.	91,814.00		
1100.130.2231	CITY SHARE MEDICARE	6,776.00		
1100.130.2317	BOND	263.00		
1100.130.2340	UTILITIES	500.00		
1100.130.2389	TRAVEL, SEMINAR, SCHOOLING	4,000.00		
1100.130.2392	SERVICES/CONTRACTS	18,530.00		
1100.130.2396	DRAWER CHANGE ACCT	300.00		
1100.130.2410	SUPPLIES/MATERIALS/POSTAGE	68,200.00		
TOTAL CLERK OF COURT			992,173.00	
BAILIFF				
1100.135.2111	BAILIFF SALARY	250,000.00		
1100.135.2210	HEALTH/LIFE	25,000.00		
1100.135.2230	P.E.R.S.	35,664.00		
1100.135.2231	CITY SHARE MEDICARE	3,817.00		
1100.135.2317	BOND	2,000.00		
1100.135.2389	TRAVEL, SEMINAR, SCHOOLING	2,500.00		
1100.135.2392	SERVICES/CONTRACTS	5,000.00		
1100.135.2410	SUPPLIES/MATERIALS/POSTAGE	6,000.00		
1100.135.2430	GAS & OIL	3,500.00		
TOTAL BAILIFF			333,481.00	
PLANNING COMMISSION				
1100.140.2111	PLANNING STENO SALARY	555.00		
1100.140.2230	P.E.R.S.	76.00		
1100.140.2231	CITY SHARE MEDICARE	0.00		
1100.140.2410	SUPPLIES/MATERIALS/POSTAGE	89.00		
1100.140.2720	REFUNDS	100.00		
TOTAL PLANNING COMMISSION			820.00	
CIVIL SERVICE				
1100.150.2110.	CIVIL SERVICE COMM SALARY	8,175.00		
1100.150.2111	STENO SALARY	39,400.00		
1100.150.2210	HEALTH/LIFE	5,400.00		
1100.150.2230	P.E.R.S.	6,260.00		

1100.150.2231	CITY SHARE MEDICARE	119.00		
1100.150.2389	TRAVEL, SEMINAR, SCHOOLING	200.00		
1100.150.2392	SERVICES/CONTRACTS	25,400.00		
1100.150.2410	SUPPLIES/MATERIALS/POSTAGE	700.00		
	TOTAL CIVIL SERVICE		85,654.00	
SERVICE DEPARTMENT				
1100.160.2110	DIRECTOR SALARY	63,600.00		
1100.160.2111	CLERK SALARY	0.00		
1100.160.2210	HEALTH/LIFE	5,400.00		
1100.160.2230	P.E.R.S.	8,022.00		
1100.160.2231	CITY SHARE MEDICARE	0.00		
1100.160.2383	PETTY CASH	50.00		
1100.160.2389	TRAVEL, SEMINAR, SCHOOLING	0.00		
1100.160.2392	SERVICES/CONTRACTS	850.00		
1100.160.2410	SUPPLIES/MATERIALS/POSTAGE	2,550.00		
1100.160.2430	GAS & OIL	500.00		
	TOTAL SERVICE		80,972.00	
DATA CENTER				
1100.170.2331	WEB PAGE	10,000.00		
1100.170.2392	SERVICES/CONTRACTS	17,700.00		
1100.170.2410	SUPPLIES/MATERIALS/POSTAGE	2,050.00		
	TOTAL DATA CENTER		29,750.00	
HUMAN SERVICES/CONTRACTS				
1100.175.2112	EEO/MBE DIRECTOR	54,900.00		
1100.175.2210	HEALTH/LIFE	5,400.00		
1100.175.2230	P.E.R.S.	7,500.00		
1100.175.2231	CITY SHARE MEDICARE	0.00		
1100.175.2392	SERVICES/CONTRACTS	200.00		
1100.175.2389	TRAVEL, SEMINAR, SCHOOLING	1,500.00		
1100.175.2410	SUPPLIES/MATERIALS/POSTAGE	378.00		
	TOTAL HUMAN SERVICES/CONTRACTS		69,878.00	
AUDITOR				
1100.205.2110	AUDITOR'S SALARY	40,118.00		
1100.205.2111	DEPUTY AUDITOR'S SALARY	156,000.00		
1100.205.2210	HEALTH/LIFE	32,400.00		
1100.205.2230	P.E.R.S.	28,000.00		
1100.205.2231	CITY SHARE MEDICARE	3,000.00		
1100.205.2317	BOND	50.00		
1100.205.2389	TRAVEL, SEMINAR, SCHOOLING	0.00		
1100.205.2392	SERVICES/CONTRACTS	14,150.00		
1100.205.2410	SUPPLIES/MATERIALS/POSTAGE	13,000.00		
	TOTAL AUDITOR		286,718.00	
INCOME TAX				
1110.210.2111	INCOME TAX SALARY	182,434.00		
1100.210.2210	HEALTH/LIFE	32,400.00		
1100.210.2230	P.E.R.S.	24,720.00		
1100.210.2231	CITY SHARE MEDICARE	2,645.00		
1100.210.2383	PETTY CASH	500.00		
1100.210.2389	TRAVEL, SEMINAR, SCHOOLING	4,500.00		
1100.210.2392	SERVICES/CONTRACTS	9,300.00		
1100.210.2410	SUPPLIES/MATERIALS/POSTAGE	47,000.00		
1100.210.2430	GAS & OIL	1,000.00		
1100.210.2720	REFUNDS	75,000.00		
	TOTAL INCOME TAX		379,499.00	
TREASURER				
1100.215.2110	TREASURER SALARY	10,100.00		
1100.215.2111	TEMPORARY HELP	1,500.00		
1100.215.2210	HEALTH/LIFE	5,400.00		
1100.215.2230	P.E.R.S.	1,575.00		
1100.215.2231	CITY SHARE MEDICARE	170.00		
1100.215.2317	BOND	200.00		
1100.215.2389	TRAVEL, SEMINAR, SCHOOLING	800.00		
1100.215.2392	SERVICES/CONTRACTS	700.00		

1100.215.2410	SUPPLIES/MATERIALS/POSTAGE	1,350.00		
	TOTAL TREASURER		21,795.00	
POLICE				
1100.305.2110	POLICE	2,600,000.00		
1100.305.2111	STENO STAFF	88,000.00		
1100.305.2112	SCHOOL PATROL	81,500.00		
1100.305.2114	ANIMAL CONTROL	39,500.00		
1100.305.2210	HEALTH/LIFE	285,000.00		
1100.305.2230	P.E.R.S.	26,500.00		
1100.305.2231	CITY SHARE MEDICARE	25,000.00		
1100.305.2260	POLICE ACCRUED LIABILITY	55,000.00		
1100.305.2280	POLICE UNIFORM ALLOWANCE	34,000.00		
1100.305.2375	CENTRAL DISPATCH - POLICE SHARE	200,000.00		
1100.305.2383	PETTY CASH	600.00		
1100.305.2389	TRAVEL, SEMINAR, SCHOOLING	25,000.00		
1100.305.2392	SERVICES/CONTRACTS	65,050.00		
1100.305.2410	SUPPLIES/MATERIALS/POSTAGE	55,600.00		
1100.305.2430	GAS & OIL	40,400.00		
1100.305.2530	SAFETY EQUIPMENT	7,500.00		
1100.305.2710	DISABILITY & PENSION TRANSFER	350,000.00		
	TOTAL POLICE	3,978,650.00		
HWY GRANT POLICE				
1100.306.2111	SALARY			
1100.306.2210	HEALTH/LIFE			
1100.306.2230	P.E.R.S.			
1100.306.2231	CITY SHARE MEDICARE			
1100.306.2331	SUPPLIES/MATERIALS/POSTAGE			
	TOTAL POLICE GRANT			
SPECIAL INVESTIGATION				
1100.315.2387	FURTHERANCE OF JUSTICE	30,000.00		
1100.315.2410	SUPPLIES/MATERIALS/POSTAGE	2,000.00		
	TOTAL SPECIAL INVESTIGATIONS	32,000.00		
	TOTAL POLICE DEPARTMENT		4,010,650.00	
FIRE DEPARTMENT				
1100.325.2110	FIRE DEPARTMENT SALARY	2,219,741.00		
1100.325.2210	HEALTH/LIFE	259,200.00		
1100.325.2231	CITY SHARE MEDICARE	12,728.00		
1100.325.2260	ACCRUED LIABILITY	50,000.00		
1100.325.2280	UNIFORM ALLOWANCE	26,450.00		
1100.325.2340	UTILITIES	32,000.00		
1100.325.2375	CENTRAL DISPATCH - FIRE SHARE	85,000.00		
1100.325.2373	PETTY CASH	50.00		
1100.325.2389	TRAVEL, SEMINAR, SCHOOLING	5,000.00		
1100.325.2391	FUNERAL EXPENSE	500.00		
1100.325.2392	SERVICES/CONTRACTS	21,650.00		
1100.325.2410	SUPPLIES/MATERIALS/POSTAGE	12,328.00		
1100.325.2430	GAS & OIL	6,000.00		
1100.325.2510	EQUIPMENT	7,000.00		
1100.325.2530	SAFETY EQUIPMENT	7,500.00		
1100.325.2710	DISABILITY & PENSION TRANSFER	350,000.00		
	TOTAL FIRE DEPARTMENT		3,095,147.00	
ENGINEERING DEPARTMENT				
1100.405.2110	ENGINEERING DEPT SALARY	173,000.00		
1100.405.2210	HEALTH/LIFE	21,600.00		
1100.405.2230	P.E.R.S.	23,500.00		
1100.405.2231	CITY SHARE MEDICARE	2,500.00		
1100.405.2340	UTILITIES	1,000.00		
1100.405.2383	PETTY CASH	300.00		
1100.405.2389	TRAVEL, SEMINAR, SCHOOLING	5,000.00		
1100.405.2392	SERVICES/CONTRACTS	7,000.00		
1100.405.2410	SUPPLIES/MATERIALS/POSTAGE	6,500.00		
1100.405.2430	GAS & OIL	1,200.00		
	TOTAL ENGINEERING DEPT		241,600.00	

CITY HALL				
1100.410.2110	JANITORS SALARY	70,000.00		
1100.410.2210	HEALTH/LIFE	10,800.00		
1100.410.2230	P.E.R.S.	8,700.00		
1100.410.2231	CITY SHARE MEDICARE	900.00		
1100.410.2340	UTILITIES	205,000.00		
1100.410.2392	SERVICES/CONTRACTS	70,000.00		
1100.410.2410	SUPPLIES/MATERIALS/POSTAGE	30,000.00		
1100.410.2530	ENERGY SAVINGS LEASE	31,000.00		
TOTAL CITY HALL			426,400.00	
BUILDING DEPARTMENT				
1100.415.2110	BUILDING SALARY	175,000.00		
1100.415.2111	ZONING BD SEC SALARY	1,250.00		
1100.415.2210	HEALTH/LIFE	16,200.00		
1100.415.2230	P.E.R.S.	24,751.00		
1100.415.2231	CITY SHARE MEDICARE	2,649.00		
1100.415.2383	PETTY CASH	600.00		
1100.415.2389	TRAVEL/SEMINAR/SCHOOLING	1,000.00		
1100.415.2392	SERVICES/CONTRACTS	18,900.00		
1100.415.2410	SUPPLIES/MATERIALS/POSTAGE	5,500.00		
1100.415.2420	3% ASSESSMENT TAX	2,500.00		
1100.415.2430	GAS & OIL	1,000.00		
1100.415.2720	REFUNDS	500.00		
TOTAL BUILDING			249,850.00	
FLOOD CONTROL				
1100.430.2110	FLOOD CONTROL	5,000.00		
1100.430.2230	P.E.R.S.	678.00		
1100.430.2231	CITY SHARE MEDICARE	60.00		
1100.430.2340	UTILITIES	12,500.00		
1100.430.2420	SUPPLIES/MATERIALS/POSTAGE	9,000.00		
TOTAL FLOOD CONTROL			27,238.00	
STREET REPAIR				
1100.435.2110	STREET DEPT SALARY	155,000.00		
1100.435.2281	UNION HEALTH & WELFARE	10,200.00		
1100.435.2340	UTILITIES	16,000.00		
1100.435.2410	SUPPLIES/MATERIALS/POSTAGE	450.00		
1100.435.2430	GAS & OIL	10,500.00		
TOTAL STREET REPAIR			192,150.00	
GARAGE				
1100.440.2110	GARAGE SALARY	185,000.00		
1100.440.2210	HEALTH/LIFE	21,600.00		
1100.440.2230	P.E.R.S.	21,669.00		
1100.440.2231	CITY SHARE MEDICARE	0.00		
1100.440.2280	UNIFORM ALLOWANCE	1,400.00		
1100.440.2281	UNION HEALTH & WELFARE	1,800.00		
1100.440.2340	UTILITIES	14,000.00		
1100.440.2389	TRAVEL, SEMINAR, SCHOOLING	3,500.00		
1100.440.2392	SERVICES/CONTRACTS	3,700.00		
1100.440.2410	SUPPLIES/MATERIALS/POSTAGE	175,800.00		
1100.440.2430	GAS & OIL	2,500.00		
TOTAL GARAGE FUND			430,969.00	
HEALTH DEPARTMENT				
1100.705.2110	HEALTH DEPT SALARY	156,202.00		
1100.705.2210	HEALTH/LIFE	27,000.00		
1100.705.2230	P.E.R.S.	21,165.00		
1100.705.2231	CITY SHARE MEDICARE	1,699.00		
1100.705.2280	UNIFORM ALLOWANCE	300.00		
1100.705.2383	PETTY CASH	100.00		
1100.705.2389	TRAVEL, SEMINAR, SCHOOLING	1,000.00		
1100.705.2392	SERVICES/CONTRACTS	13,400.00		
1100.705.2410	SUPPLIES/MATERIALS/POSTAGE	7,250.00		
1100.705.2430	GAS & OIL	500.00		
TOTAL HEALTH DEPARTMENT			228,616.00	

SANITATION DEPARTMENT				
1100.710.2110	SANITATION DEPT SALARY	73,000.00		
1100.710.2210	HEALTH/LIFE	10,800.00		
1100.710.2230	P.E.R.S.	9,159.00		
1100.710.2231	CITY SHARE MEDICARE	384.00		
1100.710.2330	COMPOST DISPOSAL	40,000.00		
1100.710.2389	TRAVEL, SEMINAR, SCHOOLING	0.00		
1100.710.2410	SUPPLIES/MATERIALS/POSTAGE	1,200.00		
TOTAL SANITATION DEPARTMENT			134,543.00	
COMMUNICABLE DISEASE				
1100.715.2392	SERVICES/CONTRACTS	9,000.00		
1100.715.2410	SUPPLIES/MATERIALS/POSTAGE	6,500.00		
TOTAL COMMUNICABLE DISEASE			15,500.00	
MOSQUITO CONTROL				
1100.705.2392	SERVICES/CONTRACTS - MOSQUITO CONTROL			
1100.725.2410	SUPPLIES/MATERIALS/POSTAGE	7,500.00		
TOTAL MOSQUITO CONTROL			7,500.00	
MISCELLANEOUS				
1100.905.2150	ACCUM SICK LEAVE	100,000.00		
1100.905.2270	WORKERS COMPENSATION	310,000.00		
1100.905.2312	INSURANCE	220,000.00		
1100.905.2370	S.C.O.G	100,000.00		
1100.905.2380	STARK CO LABOR MGT COUNCIL	11,000.00		
1100.905.2390	REGIONAL PLANNING	2,000.00		
1100.905.2391	REAL PROPERTY TAX	6,500.00		
1100.905.2394	OHIO MUNICIPAL LEAGUE	3,200.00		
1100.905.2393	COUNTY FEES	26,500.00		
1100.905.2395	STATE EXAMINATION	45,000.00		
1100.905.2397	MEMORIAL DAY FUND	50.00		
1100.905.2398	BANK CHARGES	5,000.00		
1100.905.2399	WORKERS COMP DEFENSE	10,000.00		
1100.905.239A	ARBITRATOR SERVICES/CONTRACTS	10,000.00		
1100.905.239B	CONCERTS	74,000.00		
1100.905.239C	PICNIC IN THE PARK	5,000.00		
1100.905.239E	PURCHASING FEE	120.00		
1100.905.239M	DOWNTOWN CRUISE IN	1,000.00		
1100.905.239O	INDIGENT BURIAL	500.00		
1100.905.2392	STREET LIGHTING	200,000.00		
1100.905.2718	TRANSFER STATE HOSP EDOW.	50,000.00		
1100.905.2712	TRANSFER DEBT RETIREMENT	342,408.00		
1100.905.2710	TRANSFER CI FUND	190,000.00		
1100.905.2721	ANNEXATION FEES	60,000.00		
TOTAL MISC ACCTS			1,772,278.00	
TOTAL GENERAL FUND				14,618,034.00
STREET M & R FUND				
SAFETY				
1201.420.2110	SAFETY DEPT SALARY	81,000.00		
1201.420.2210	HEALTH/LIFE	16,200.00		
1201.420.2230	P.E.R.S.	10,000.00		
1201.420.2231	CITY SHARE MEDICARE	435.00		
1201.420.2270	WORKERS COMP	5,150.00		
1201.420.2280	UNIFORM ALLOWANCE	1,000.00		
1201.420.2281	UNION HEALTH & WELFARE	1,800.00		
1201.420.2290	UNEMPLOYMENT COMP	0.00		
1201.420.2340	UTILITIES	28,000.00		
1201.420.2380	STARK CO LABOR MGT COUNCIL	236.00		
1201.420.2383	PETTY CASH	100.00		
1201.420.2389	TRAVEL/SEMINAR/SCHOOLING	400.00		
1201.420.2392	SERVICES/CONTRACTS	3,600.00		
1201.420.2410	SUPPLIES/MATERIALS/POSTAGE	50,900.00		
1201.420.2430	GAS & OIL	2,000.00		
TOTAL SAFETY DEPARTMENT			200,821.00	

<u>STREET DEPT</u>				
1201.435.2110	STREET SALARY	388,695.00		
1201.435.2210	HEALTH/LIFE	91,800.00		
1201.435.2230	P.E.R.S.	49,425.00		
1201.435.2231	CITY SHARE MEDICARE	7,884.00		
1201.435.2270	WORKERS COMP	25,285.00		
1201.435.2290	UNEMPLOYMENT COMP	0.00		
1201.435.2340	UTILITIES	800.00		
1201.435.2389	TRAVEL/SEMINAR/SCHOOLING	15,000.00		
1201.435.2392	SERVICES/CONTRACTS	10,000.00		
1201.435.2410	SUPPLIES/MATERIALS/POSTAGE	140,795.00		
1201.435.2430	GAS & OIL	11,000.00		
1201.435.2530	DUMP TRUCK LEASE/PURCHASE	19,805.00		
	TOTAL STREET DEPT		760,489.00	
	TOTAL STREET M & R FUND			961,310.00
<u>STATE HWY M & R SAFETY</u>				
1202.420.2110	SAFETY SALARY	36,000.00		
1202.420.2230	P.E.R.S.	4,591.00		
1202.420.2270	WORKERS COMP	2,500.00		
1202.420.2441	SUPPLIES/MATERIALS/POSTAGE	7,000.00		
	TOTAL SAFETY		50,091.00	
<u>STREET DEPT</u>				
1202.435.2441	SUPPLIES/MATERIALS/POSTAGE	31,000.00		
	TOTAL STREET		31,000.00	
	TOTAL STATE HWY M & R FUND			81,091.00
<u>MUNI MOTOR VEH LICENSE FUND</u>				
<u>MUNI MOTOR VEH LICENSE</u>				
1206.435.2441	SUPPLIES/MATERIALS/POSTAGE	150,000.00		
	TOTAL MOTOR VEH LICENSE		150,000.00	
	TOTAL MOTOR VEH LICENSE FD			150,000.00
<u>HOUSE TRAILER & REC VEH FUND</u>				
<u>HOUSE TRAILER</u>				
1207.910.2390	MOBILE HOME & REC VEH	250.00		
	TOTAL HOUSE TRAILER		250.00	
	TOTAL HOUSE TRAILER FUND			250.00
<u>PARKING METER FUND</u>				
<u>PARKING METER</u>				
1208.445.2110	METERMAID SALARY	14,100.00		
1208.445.2210	HEALTH/LIFE	0.00		
1208.445.2230	P.E.R.S.	2,100.00		
1208.445.2231	CITY SHARE MEDICARE	250.00		
1208.445.2270	WORKERS COMP	900.00		
1208.445.2280	UNIFORM ALLOWANCE	150.00		
1208.445.2340	UTILITIES	1,500.00		
1208.445.2410	SUPPLIES/MATERIALS/POSTAGE	850.00		
1208.445.2720	REFUNDS	50.00		
	PARKING METER		19,900.00	
	PARKING METER FUND			19,900.00
<u>RESTAURANT LICENSE FUND</u>				
<u>RESTAURANT LICENSE</u>				
1211.720.2110	SALARY	8,450.00		
1211.720.2230	P.E.R.S.	1,145.00		
1211.720.2231	CITY SHARE MEDICARE	100.00		
1211.720.2392	SERVICES/CONTRACTS	7,600.00		
1211.720.2410	SUPPLIES/MATERIALS/POSTAGE	514.00		
	TOTAL RESTAURANT LICENSE		17,809.00	

	TOTAL RESTAURANT LICENSE FD			17,809.00
MASSILLON RENTAL REHAB				
	TOTAL MASS RENTAL REHAB FD			
SPECIAL FUND				
SPECIAL				
1214.915.2392	SERVICES/CONTRACTS	2,000.00		
	TOTAL SPECIAL		2,000.00	
	TOTAL SPECIAL FUND			2,000.00
LAW ENFORCEMENT FUND				
1215.305.2410	SUPPLIES/MATERIALS/POSTAGE	2,500.00		
	TOTAL LAW ENFORCEMENT		2,500.00	
	TOTAL LAW ENFORCEMENT FUND			2,500.00
UDAG TOWNE PLAZA B-81-AB-39-0097				
1217.840.2391	ANNEXATION COSTS	5,000.00		
	TOTAL UDAG		5,000.00	
	TOTAL UDAG TOWNE PLAZA			5,000.00
WIC FUND				
1219.730.2110	W.I.C. SALARY	76,703.00		
1219.730.2210	HEALTH/LIFE	9,450.00		
1219.730.2230	P.E.R.S.	10,393.00		
1219.730.2231	CITY SHARE MEDICARE	687.00		
1219.730.2270	WORKERS COMP	5,093.00		
1219.730.2340	UTILITIES	1,100.00		
1219.730.2389	TRAVEL/SEMINAR/SCHOOLING	800.00		
1219.730.2392	SERVICES/CONTRACTS	225.00		
1219.730.2410	SUPPLIES/MATERIALS/POSTAGE	5,400.00		
	TOTAL WIC		109,851.00	
	TOTAL WIC FUND			109,851.00
UDAG OAK PARK B-85-AA-39-0248 FUND				
1221.840.2390	UDAG	0.00		
	TOTAL UDAG		0.00	
	TOTAL UDAG OAK PARK FUND			0.00
WASTE RECYCLE FUND				
1222.605.2110	WASTE RECYCLING SALARY	15,000.00		
1222.605.2392	SERVICES/CONTRACTS	20,000.00		
	TOTAL WASTE RECYCLING		35,000.00	
	TOTAL WASTE RECYCLING FUND			35,000.00
YOUTH CENTER ACTIVITY FUND				
1224.875.2392	SERVICES/CONTRACTS	150.00		
1224.875.2410	SUPPLIES/MATERIALS/POSTAGE	150.00		
	TOTAL YOUTH CENTER ACTIVITY		300.00	
	TOTAL YOUTH CENTER ACTIVITY FUND			300.00
INDIGENT DRIVERS ALCOHOL TR FUND				
1225.125.2392	INDIGENT DRIVERS TREATMENT	45,000.00		
	TOTAL INDIGENT DRIVERS		45,000.00	
	TOTAL INDIGENT DRIVERS AL. TR. FD			45,000.00
ENFORCEMENT & EDUCATION FUND				
1226.305.2392	SERVICES/CONTRACTS			
1226.305.2410	SUPPLIES/MATERIALS/POSTAGE	500.00		
	TOTAL ENFORCEMENT & EDUCA.		500.00	
	TOTAL ENFORCEMENT & EDUCATION FUND			500.00
STATE HOUSING TRUST				
1228.845.2814	EMERGENCY HOME REPAIR	20,000.00		
	STATE HOUSING		20,000.00	
	TOTAL STATE HOUSING TRUST FUND			20,000.00
HOME FUND				

1229.845.2814	HOME HOUSING REHABILITATION	150,000.00		
	TOTAL HOME		150,000.00	
	TOTAL HOME FUND			150,000.00
COPS GRANT FUND				
POLICE DEPT				
1230.305.2110	SALARY	0.00		
1230.305.2210	HEALTH/LIFE	0.00		
1230.305.2230	P.E.R.S.	0.00		
1230.305.2231	CITY SHARE MEDICARE	0.00		
1230.305.2389	TRAVEL SEMINAR SCHOOLING	0.00		
1230.305.2392	SERVICES/CONTRACTS 663	18,000.00		
1230.305.2410	SUPPLIES/MATERIALS/POSTAGE 933	7,000.00		
	TOTAL POLICE COPS GRANT		25,000.00	
	TOTAL COPS GRANT FUND			25,000.00
LOCAL LAW BLOCK GRANT				
1231.305.2510	NEW EQUIPMENT 3808	29,000.00		
	TOTAL LOCAL LAW BLOCK GRANT		29,000.00	
	TOTAL LOCAL LAW BLOCK GRANT FUND			29,000.00
CLERK OF COURTS COMPUTER FUND				
1232.130.2330	COMPUTER MAINTENANCE	0.00		
1232.130.2392	SERVICES/CONTRACTS			
1232.130.2410	SUPPLIES/MATERIALS/POSTAGE	35,000.00		
1232.130.2510	EQUIPMENT	65,000.00		
	TOTAL CLERK OF COURTS		100,000.00	
	TOTAL CLERK OF COURTS COMPUTER FUND			100,000.00
MUNICIPAL COURT COMPUTER FUND				
1233.125.2510	EQUIPMENT	35,000.00		
	TOTAL MUNI COURT		35,000.00	
	TOTAL MUNICIPAL COURT COMPUTER FUND			35,000.00
PARK AND REC FUND				
SENIOR CITIZENS				
1234.450.2110	SENIOR CENTER SALARY	48,775.00		
1234.450.2210	HEALTH/LIFE	5,400.00		
1234.450.2230	P.E.R.S.	6,400.00		
1234.450.2231	CITY SHARE MEDICARE	685.00		
1234.450.2270	WORKERS COMP	3,136.00		
1234.450.2290	UNEMPLOYMENT COMP	0.00		
1234.450.2311	BUILDING INSURANCE	650.00		
1234.450.2340	UTILITIES	18,000.00		
1234.450.2389	TRAVEL/SEMINAR/SCHOOLING	250.00		
1234.450.2392	SERVICES/CONTRACTS	2,630.00		
1234.450.2410	SUPPLIES/MATERIALS/POSTAGE	1,200.00		
	TOTAL SENIOR CITIZENS		87,126.00	
PARK DEPARTMENT				
1234.505.2110	PARK DEPT SALARY	276,100.00		
1234.505.2210	HEALTH/LIFE	43,200.00		
1234.505.2230	P.E.R.S.	37,411.00		
1234.505.2231	CITY SHARE MEDICARE	4,003.00		
1234.505.2270	WORKERS COMP	18,330.00		
1234.505.2280	UNIFORM ALLOWANCE	2,200.00		
1234.505.2281	UNION HEALTH & WELFARE	4,200.00		
1234.505.2311	INSURANCE	7,000.00		
1234.505.2340	UTILITIES	26,000.00		
1234.505.2380	STARK CO LABOR MGT COUNCIL	824.00		
1234.505.2383	PETTY CASH	25.00		
1234.505.2389	TRAVEL SEMINAR & SCHOOLING	1,700.00		
1234.505.2391	REAL ESTATE TAXES	4,000.00		
1234.505.2392	SERVICES/CONTRACTS	20,500.00		
1234.505.2410	SUPPLIES/MATERIALS/POSTAGE	25,096.00		
1234.505.2430	GAS & OIL	10,000.00		

1234.505.2720	REFUNDS	8,500.00		
	TOTAL PARK DEPARTMENT		489,089.00	
RECREATION DEPARTMENT				
1234.510.2110	RECREATION SALARY	255,900.00		
1234.510.2210	HEALTH/LIFE	16,200.00		
1234.510.2230	P.E.R.S.	40,100.00		
1234.510.2231	CITY SHARE MEDICARE	4,300.00		
1234.510.2270	WORKERS COMP	19,650.00		
1234.510.2290	UNEMPLOYMENT COMP	1,100.00		
1234.510.2311	INSURANCE	5,000.00		
1234.510.2340	UTILITIES	8,500.00		
1234.510.2383	PETTY CASH	100.00		
1234.510.2389	TRAVEL/SEMINAR/SCHOOLING	1,500.00		
1234.510.2392	SERVICES/CONTRACTS	53,200.00		
1234.510.2410	SUPPLIES/MATERIALS/POSTAGE	65,400.00		
1234.510.2430	GAS & OIL	1,000.00		
1234.510.2720	REFUNDS	500.00		
	TOTAL RECREATION		472,450.00	
GTE LEASE				
1234.520.2410	SUPPLIES/MATERIALS/POSTAGE	5,500.00		
	TOTAL GTE LEASE		5,500.00	
	TOTAL PARK AND REC FUND			1,054,165.00
HOME HEALTH SERVICE				
1235.705.2410	SUPPLIES/MATERIALS/POSTAGE	3,000.00		
	TOTAL HOME HEALTH SERV FD		3,000.00	3,000.00
SWIMMING POOL				
1236.705.5.2390	REMITTANCE TO STATE	500.00		
1236.705.5.2410	SUPPLIES/MATERIALS/POSTAGE	275.00		
	TOTAL SWIMMING POOL FUND		775.00	775.00
ECONOMIC DEVELOPMENT				
1237.845.2392	SERVICES/CONTRACT	55,000.00		
	TOTAL ECONOMIC DEV FUND			55,000.00
PROBATION SERVICES/CONTRACTS FUND				
1238.125.2392	SERVICES/CONTRACTS	45,000.00		
	TOTAL PROBATION SERVICES/CONTRACTS FUND		45,000.00	45,000.00
MANDATORY DRUG FINE				
1239		0.00		
	TOTAL MANDATORY DRUG FINE			0.00
ENTERPRISE ZONE FUND				
1241		0.00		
	TOTAL ENTERPRISE ZONE FD			0.00
ADR FUND				
1242.125.5.2110	SALARY-MEDIATOR	23,500.00		
1242.125.5.2210	HEALTH/LIFE	4,800.00		
1242.125.5.2230	P.E.R.S.	3,185.00		
1242.125.5.2231	CITY SHARE MEDICARE	345.00		
	TOTAL ADR		31,830.00	
	TOTAL ADR FUND			31,830.00
LEGENDS DEBT RETIREMENT FUND				
1302.940.2610	DEBT RETIREMENT PRINCIPAL	120,000.00		
1302.940.2620	INTEREST	175,090.00		
	TOTAL LEGENDS DEBT RETIREMENT		295,090.00	
	TOTAL LEGENDS DEBT RETIREMENT FUND			295,090.00
LINCOLN CENTER DEBT RETIREMENT FUND				
1303.940.2610	DEBT RETIREMENT PRINCIPAL	125,000.00		
1303.940.2620	INTEREST	197,028.00		
	TOTAL LINCOLN CENTER DEBT RETIREMENT		322,028.00	

TOTAL LINCOLN CENTER DEBT RETIREMENT FUND				322,028.00
SENIOR HOUSING DEBT RETIREMENT FUND				
1304.940.2610	DEBT RETIREMENT PRINCIPAL	15,000.00		
1304.940.2620	INTEREST	106,575.00		
TOTAL SENIOR HOUSING DEBT RETIREMENT			121,575.00	
TOTAL SENIOR HOUSING DEBT RETIREMENT FD				121,575.00
WWT DEBT RETIREMENT FUND				
1305.940.2610	DEBT RETIREMENT PRINCIPAL	95,000.00		
1305.940.2620	INTEREST	98,825.00		
TOTAL WWT DEBT RETIREMENT			193,825.00	
TOTAL WWT DEBT RETIREMENT FUND				193,825.00
PARK & REC DEBT RETIREMENT FUND				
1306.505.2610	DEBT RETIREMENT PRINCIPAL	2,400,000.00		
1306.505.2620	INTEREST	38,300.00		
TOTAL PARK & REC DEBT RETIREMENT			2,438,300.00	
TOTAL PARK & REC DEBT RETIREMENT FUND				2,438,300.00
ST. RT 21 DEBT RETIREMENT FUND				
1307.505.2610	DEBT RETIREMENT PRINCIPAL	825,000.00		
1307.505.2620	INTEREST	41,025.00		
TOTAL PARK & REC DEBT RETIREMENT			866,025.00	
TOTAL PARK & REC DEBT RETIREMENT FUND				866,025.00
COMMUNITY DEVELOPMENT				
1402.845.2110	SALARY	158,948.00		
1402.845.2210	HEALTH/LIFE INSURANCE	21,600.00		
1402.845.2230	P.E.R.S.	21,538.00		
1402.845.2231	CITY'S SHARE MEDICARE	369.00		
1402.845.2270	WORKERS' COMPENSATION	10,555.00		
1402.845.2385	REAL ESTATE TAX FEES	150.00		
1402.845.2389	TRAVEL/SEMINAR/SCHOOLING	1,500.00		
1402.845.2391	REAL PROPERTY TAXES	50.00		
1402.845.2392	SERVICES/CONTRACTS	13,000.00		
1402.845.2410	SUPPLIES/MATERIALS/POSTAGE	5,600.00		
1402.845.2801	DEMOLITIONS	15,000.00		
1402.845.2804	YOUTH CENTER	15,000.00		
1402.845.2806	HOUSING REHABILITATION	130,000.00		
1402.845.2814	FAIR HOUSING	5,000.00		
1402.845.2829	DRUG TASK FORCE OPERATING	2,500.00		
TOTAL COMMUNITY DEV.			400,810.00	
TOTAL COMMUNITY DEV. FUND				400,810.00
MUNICIPAL ROAD FUND				
1409.850.2590	MUNICIPAL ROAD	0.00		
TOTAL MUNI ROAD			0.00	
TOTAL MUNICIPAL ROAD FUND				0.00
SOLID WASTE CAPITAL IMPROVEMENT FUND				
1413.605.2530	NEW EQUIPMENT	65,000.00		
TOTAL SOLID WASTE			65,000.00	
TOTAL SOLID WASTE CAPITAL IMP FD				65,000.00
STATE HOSPITAL ENDOWMENT FUND				
1415.905.2392	SERVICES/CONTRACTS (CITY)	50,000.00		
TOTAL STATE HOSPITAL			50,000.00	
TOTAL STATE HOSPITAL ENDOWMENT FD				50,000.00
MASSILLON MUNI COURT CI FUND				
1430.125.2530	NEW EQUIPMENT	100,000.00		
TOTAL MUNI COURT			100,000.00	
TOTAL MASSILLON MUNI COURT CI FUND				100,000.00

MUNICIPAL GOLF COURSE FUND				
1432.920.2510	CAPITAL PROJECTS	0.00		
1432.920.2710	TRANSFERS TO	0.00		
	TOTAL MUNI GOLF		0.00	
	TOTAL MUNICIPAL GOLF COURSE FUND			0.00
PARK AND REC CAPITAL IMPROVEMENT FUND				
SENIOR CENTER				
1433.450.2510	CI PROJECTS	5,000.00		
1433.450.2530	EQUIPMENT	1,500.00		
	- TOTAL SENIOR HOUSING		6,500.00	
PARK				
1433.505.2392	SERVICES/CONTRACTS	125,000.00		
1433.505.2510	CI PROJECTS	540,500.00		
1433.505.2530	EQUIPMENT	160,000.00		
1433.505.2710	TRANSFER TO DEBT	38,300.00		
1433.505.2720	REFUNDS	9,000.00		
	TOTAL PARK		872,800.00	
RECREATION				
1433.510.2510	CI PROJECTS	7,800.00		
1433.510.2530	EQUIPMENT	1,200.00		
	TOTAL RECREATION		9,000.00	
	TOTAL PARK AND REC CI FUND			888,300.00
PARK AND REC CAP PROJECT FUND				
1434.505.2392	SERVICES/CONTRACTS	35,900.00		
1434.505.2510	CI PROJECTS			
	TOTAL PARK & RECREATION		35,900.00	
	TOTAL PARK AND REC CAP FUND			35,900.00
SPECIAL ASS DEBT RETIREMENT				
1501.935.2382	COUNTY COLLECTION FEES	0.00		
1501.935.2610	DEBT RETIREMENT SER 85	9,000.00		
1501.935.2611	DEBT RETIREMENT SER 88	10,000.00		
1501.935.2620	INTEREST SER 85	5,750.00		
1501.935.2621	INTEREST SER 88	1,390.00		
	TOTAL SA DEBT RETIREMENT		26,140.00	
	TOTAL SPECIAL ASSESS. DEBT RETIRE. FUND			26,140.00
SPECIAL DEBT RETIREMENT SHAW AVENUE				
1502.935.2610	DEBT RETIREMENT PRINCIPAL	20,000.00		
1502.935.2620	INTEREST	9,350.00		
	TOTAL SHAW		29,350.00	
	TOTAL DEBT RETIRE SHAW			29,350.00
WASTEWATER TREATMENT FUND				
WWT				
2101.610.2110	SALARY	822,405.00		
2101.610.2150	ACCUM SICK LEAVE	0.00		
2101.610.2210	HEALTH/LIFE	125,550.00		
2101.610.2230	P.E.R.S.	111,436.00		
2101.610.2231	CITY SHARE MEDICARE	7,000.00		
2101.610.2270	WORKERS COMP	54,608.00		
2101.610.2280	UNIFORM ALLOWANCE	6,600.00		
2101.610.2281	UNION HEALTH & WELFARE	9,600.00		
2101.610.2311	INSURANCE	39,200.00		
2101.610.2333	ENERGY SAVINGS LEASE	92,000.00		
2101.610.2340	UTILITIES	503,000.00		
2101.610.2377	ADMINISTRATIVE FEES	50,000.00		
2101.610.2380	STARK CO LABOR MGT COUNCIL	1,412.00		
2101.610.2382	COUNTY COLLECTION FEES	3,200.00		
2101.610.2383	PETTY CASH	200.00		
2101.610.2389	TRAVEL/SEMINAR/SCHOOLING	5,500.00		
2101.610.2390	SLUDGE HAULING/LANDFILLS DISP.	210,000.00		

2101.610.2392	SERVICES/CONTRACTS	55,400.00		
2101.610.2410	SUPPLIES/MATERIALS/POSTAGE	361,250.00		
2101.610.2430	GAS & OIL	3,000.00		
2101.610.2530	NEW EQUIPMENT	100,000.00		
2101.610.2531	VEHICLE LEASES	17,300.00		
	TOTAL WWT		2,578,661.00	
CITY SEWER O & M				
2101.615.2110	SALARY	274,135.00		
2101.615.2150	ACCUM SICK LEAVE	0.00		
2101.615.2210	HEALTH/LIFE	41,850.00		
2101.615.2230	P.E.R.S.	37,145.00		
2101.615.2231	CITY SHARE MEDICARE	3,650.00		
2101.615.2270	WORKERS COMP	18,202.00		
2101.615.2312	INSURANCE	2,000.00		
2101.615.2340	UTILITIES	5,000.00		
2101.615.2382	COUNTY COLLECTION FEES	500.00		
2101.615.2383	PETTY CASH	100.00		
2101.615.2389	TRAVEL/SEMINAR/SCHOOLING	1,500.00		
2101.615.2392	SERVICES/CONTRACTS	195,000.00		
2101.615.2410	SUPPLIES/MATERIALS/POSTAGE	60,500.00		
2101.615.2430	GAS & OIL	3,000.00		
2101.615.2530	NEW EQUIPMENT	60,000.00		
2101.615.2720	REFUNDS	500.00		
	TOTAL CITY SEWER O & M		703,082.00	
	TOTAL WASTEWATER TREATMENT FD			3,281,743.00
SOLID WASTE FUND				
SOLID WASTE				
2102.605.2110	SALARY	425,000.00		
2102.605.2150	ACCUM SICK LEAVE	0.00		
2102.605.2210	HEALTH/LIFE	62,000.00		
2102.605.2230	P.E.R.S.	58,500.00		
2102.605.2231	CITY SHARE MEDICARE	3,700.00		
2102.605.2270	WORKERS COMP	10,000.00		
2102.605.2280	UNIFORM ALLOW	3,000.00		
2102.605.2281	UNION HEALTH & WELFARE	4,000.00		
2102.605.2290	UNEMPLOYMENT COMP	0.00		
2102.605.2312	VEHICLE INSURANCE	5,000.00		
2102.605.2340	UTILITIES	100.00		
2102.605.2377	ADMINISTRATIVE EXPENSE	20,000.00		
2102.605.2380	STARK CO LABOR MGT COUNCIL	1,530.00		
2102.605.2383	PETTY CASH	300.00		
2102.605.2389	TRAVEL/SEMINAR/SCHOOLING	1,500.00		
2102.605.2390	LANDFILL	130,000.00		
2102.605.2392	SERVICES/CONTRACTS	8,200.00		
2102.605.2410	SUPPLIES/MATERIALS/POSTAGE	15,000.00		
2102.605.2430	GAS & OIL	16,000.00		
2102.620.2720	REFUNDS	1,000.00		
	TOTAL SOLID WASTE		764,830.00	
	TOTAL SOLID WASTE FUND			764,830.00
LEGENDS GOLF COURSE FUND				
LEGENDS				
2104.920.2110	SALARY	316,680.00		
2104.920.2210	HEALTH/LIFE	27,000.00		
2104.920.2230	P.E.R.S.	42,910.00		
2104.920.2231	CITY SHARE MEDICARE	4,591.00		
2104.920.2270	WORKERS COMP	21,027.00		
2104.920.2280	UNIFORM ALLOWANCE	2,000.00		
2104.920.2290	UNEMPLOYMENT COMP	5,000.00		
2104.920.2311	BUILDING/VEH INSURANCE	8,500.00		
2104.920.2340	UTILITIES	25,000.00		
2104.920.2377	ADMIN EXPENSES			
2104.920.2383	PETTY CASH	1,000.00		
2104.920.2389	TRAVEL/SEMINAR/SCHOOLING	5,000.00		

2104.920.2390	SALES TAXES	9,000.00		
2104.920.2392	SERVICES/CONTRACTS	53,000.00		
2104.920.2398	BANK CHARGES	1,000.00		
2104.920.2410	SUPPLIES/MATERIALS/POSTAGE	175,500.00		
2104.920.2430	GAS & OIL	10,000.00		
2104.920.2531	LEASE PURCHASE	0.00		
2104.920.2532	CART RENTAL	57,000.00		
2104.920.2710	TRANSFER	29,000.00		
	TOTAL GOLF		793,208.00	
	TOTAL GOLF FUND			793,208.00
POLICE PENSION FUND				
3101.330.2240	POLICE PENSION FUND	440,000.00		
	TOTAL POLICE PENSION FUND			440,000.00
FIRE PENSION FUND				
3102.335.2250	FIRE PENSION FUND	470,000.00		
	TOTAL FIRE PENSION FUND			470,000.00
EMPLOYEE INS FUND				
3103.905.2310	EMPLOYEE FUND	1,305,000.00		
	TOTAL EMPLOYEE INS. FUND			1,305,000.00
RETIREEES INS. FUND				
3104.330.2310	RETIREE INS FUND	2,200.00		
	TOTAL RETIREE INS FUND			2,200.00
STATE PATROL TRANSFER FUND				
3105.930.2390	LAW LIBRARY SHARE	70,000.00		
3105.960.2720	GENERAL FUND SHARE	70,000.00		
	TOTAL STATE PATROL TRANSFER FUND			140,000.00
FIRE DAMAGE STRUCTURE FUND				
3107.905.2390	FIRE DAMAGE STRUCTURE FUND	10,000.00		
	TOTAL FIRE DAMAGE STRUCTURE FUND			10,000.00
MASSILLON MUSEUM FUND				
3110.905.2379	MASSILLON MUSEUM HOLDING	280,000.00		
3110.905.2393	ELECTION EXPENSE	14,000.00		
	TOTAL MASSILLON MUSEUM FUND			294,000.00
MASSILLON MURAL FUND				
3112.905.2379	MASSILLON MURAL	0.00		
	TOTAL MASSILLON MURAL			0.00
GRAND TOTAL ALL FUNDS				30,930,639.00

SUMMARY OF ALL FUNDS

1100 GENERAL FUND	\$14,618,034.00
1201 STREET M & R	\$961,310.00
1202 STATE HWY M & R	\$81,091.00
1205 PARK, REC, CITY BLDG FUND	\$0.00
1206 MUNI MOTOR VEH LICENSE	\$150,000.00
1207 HOUSE TRAILER & REC VEH FUND	\$250.00
1208 PARKING METER FUND	\$19,900.00
1211 RESTAURANT LICENSE FUND	\$17,809.00
1214 SPECIAL FUND	\$2,000.00
1215 LAW ENFORCEMENT FUND	\$2,500.00
1217 UDAG TOWNE PLAZA	\$5,000.00
1219 WIC FUND	\$109,851.00
1221 UDAG OAK PARK	\$0.00
1222 WASTE MANAGEMENT GRANT	\$35,000.00
1224 YOUTH CENTER ACTIVITY	\$300.00
1225 INDIGENT DRIVERS	\$45,000.00
1226 ENFORCEMENT & EDUCATION	\$500.00
1228 STATE HOUSING TRUST	\$20,000.00
1229 HOME FUND	\$150,000.00
1230 FEDERAL GRANT - COPS	\$25,000.00
1231 LOCAL LAW BLOCK GRANT	\$29,000.00
1232 CLERK OF CTS COMPUTING	\$100,000.00
1233 MUNICIPAL COURT COMPUTING	\$35,000.00
1234 PARKS AND RECREATION	\$1,054,165.00
1235 HOME HEALTH SERVICE	\$3,000.00
1236 SWIMMING POOL	\$775.00
1237 ECONOMIC DEVELOPMENT	\$55,000.00
1238 PROBATION SERVICES	\$45,000.00
1239 MANDATORY DRUG FINE	\$0.00
1241 ENTERPRISE ZONE	\$0.00
1242 ADR FUND	\$31,830.00
1302 DEBT RETIREMENT LEGENDS	\$295,090.00
1303 DEBT RETIREMENT LINCOLN CENTER	\$322,028.00
1304 DEBT RETIREMENT SENIOR HOUSING	\$121,575.00
1305 DEBT RETIREMENT WWT	\$193,825.00
1306 DEBT RETIREMENT PARK AND REC	\$2,438,300.00
1307 DEBT RETIREMENT ST RT 21	\$866,025.00
1401 INCOME TAX CAPITAL IMPROVEMENT	\$0.00
1402 COMMUNITY DEVELOPMENT	\$400,810.00
1409 MUNICIPAL ROAD FUND	\$0.00
1413 SOLID WASTE CI	\$65,000.00
1415 STATE HOSPITAL ENDOWMENT	\$50,000.00
1416 ORNAMENTAL STREET LIGHTS	
1430 MASSILLON MUNI COURT CI	\$100,000.00
1432 MUNICIPAL GOLF COURSE	\$0.00
1433 PARK AND REC CI	\$888,300.00
1434 PARK AND REC CAPITAL PROJECT	\$35,900.00
1501 SP ASSESS DEBT RETIREMENT	\$26,140.00
1502 SP ASSESS DEBT RETIREMENT SHAW/CASTLEWEST	\$29,350.00
2101 WASTEWATER TREATMENT	\$3,281,743.00
2102 SOLID WASTE	\$764,830.00
2104 LEGENDS	\$793,208.00
3101 POLICE PENSION	\$440,000.00
3102 FIRE PENSION	\$470,000.00
3103 EMPLOYEE INSURANCE	\$1,305,000.00
3104 RETIREES INSURANCE	\$2,200.00
3105 STATE PATROL TRANSFER	\$140,000.00
3106 MASSILLON BICENTENNIAL	
3107 FIRE DAMAGE STRUCTURE	\$10,000.00
3108 UNCLAIMED MONEY FUND	
3110 MASSILLON MUSEUM FUND	\$294,000.00
3112 MASSILLON MURAL FUND	\$0.00
	\$30,930,639.00

Section 2:

The City Council hereby declares that amounts may be transferred between accounts in the same department subject to the approval of the Department Head, the Finance Committee and the Auditor.

Section 3:

That the City Auditor is hereby authorized to draw his/her warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Board of Officers (or Officer) authorized by law to approved the same, or an Ordinance or Resolution of Council to make the expenditures; provided that no warrant shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or Ordinance. Provided further that the appropriation for contingencies can only be expended upon approval of a two-thirds vote of Council for items of expense constituting a legal obligation against the City and for purposes other than those covered by other specific appropriations herein made.

Section 4:

That there be and hereby is transferred from various appropriated accounts above certain funds as follows:

\$322,028.00 from General Fund to Lincoln Center Phase II Bond Retirement
29,350.00 from General Fund to Bond Retirement - Shaw
50,000 from General Fund to State Hospital Endowment Fund
190,000.00 from General Fund to Capital Improvement Fund

Section 5:

That this Ordinance being one providing for appropriations for the current expenses of the City of Massillon, Ohio shall be in force and take effect from and after passage and upon approval by the Mayor.

PASSED IN COUNCIL _____ DAY OF _____, 199__.

ATTEST: _____

SHARON HOWELL, Clerk of Council

DENNIS D. HARWIG, President of Council

APPROVAL: _____

FRANCIS H. CICCHINELLI, JR., Mayor

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 270 - 1998

BY: RULES, COURTS & CIVIL SERVICE COMMITTEE

TITLE: AN ORDINANCE amending Section 2(D) OCCUPATION LIST OF CLASS TITLES - PARKS AND RECREATION DEPARTMENT of Ordinance No. 127 - 1997 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. 127 - 1997 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. 127 - 1997 be and is hereby enacted and shall read as follows:

(SEE ATTACHMENT 'A' PAGE 5; AND INSERT IN THE SALARY ORDINANCE 127 - 1997)

Section 3:

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 Parks and Recreation 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 _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL, DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

CLASS GRADE	SCHEDULE	DEPARTMENT & TITLE DESCRIPTION	
		<u>STREET DEPT. CONT.</u>	
15H	A	Heavy Equipment Operator	
13H	A	Light Equipment Operator	
12H	A	Truck Driver	
11H	A	Laborer II	
10H	A	Storekeeper (Split 1/2)	
9H	A	Laborer I	
1H	A	Temporary Labor	
		<u>GARAGE</u>	440
22S	SU UN	Operations Superintendent (Split 1/3)	
18H	SU CL	Service Superintendent	
16H	A	Chief Automotive Mechanic	
14H	A	Automotive Mechanic	
11H	A	Assistant Automotive Mechanic	
		<u>PARKS AND RECREATIONS DEPT</u>	510
26S-30S	SU-UN	Parks and Recreation Director	
26S	SU UN	Acting Parks and Recreation Director	
12S	UN	Office Manager	
7S	UN	Data Entry Clerk	
		<u>SENIOR CITIZENS CENTER</u>	450
15S	SU UN	Senior Citizens Superintendent	
	MS	<u>PART TIME/TEMPORARY/SEASONAL</u>	
		Cooperative Business Aid	
		<u>PARK DEPARTMENT</u>	505
21S *	SU UN	Park Superintendent	
14H	A	Park Lead Worker	
13H	A	Park Group Leader	
13H	A	Tree Trimmer	
12H	A	Truck Driver	
11H	A	Gardener	
10H	A	Assistant Gardener	
9H	A	Laborer I	
1H	A	Temp Laborer	
		<u>RECREATION DEPT</u>	510
	SU UN	Recreation Superintendent	
		<u>PART TIME/TEMPORARY/SEASONAL</u>	
	MS	Clerk	
	MS	Clerk/Typist	
	MS	Office Worker	
	MS	Recreation Coordinator III	
	MS	Recreation Coordinator II	
	MS	Recreation Coordinator I	
	MS	Program Coordinator III	
	MS	Program Coordinator II	
	MS	Program Coordinator I	
	MS	*Security	

CONTINUED.....

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 271 - 1998

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property located at 515 First Street N.W. from Patrick Jorden, 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 hereby authorizes the Director of Public Service and Safety to enter into contract for the purchase of property located at 515 First Street N.W. from Patrick Jorden. This property is the former Tigertown Supply property and known as City Lot Nos. 2, 7, 8 and 9.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for One Hundred Sixty-Five Thousand Dollars (\$165,000.00) and upon the execution and approval the said Director of Public Service and Safety is further authorized to execute and approve all necessary documents to expedite the purchase of said real estate.

Section 3:

A copy of said purchase agreement and map are hereby attached and made a part of this ordinance.

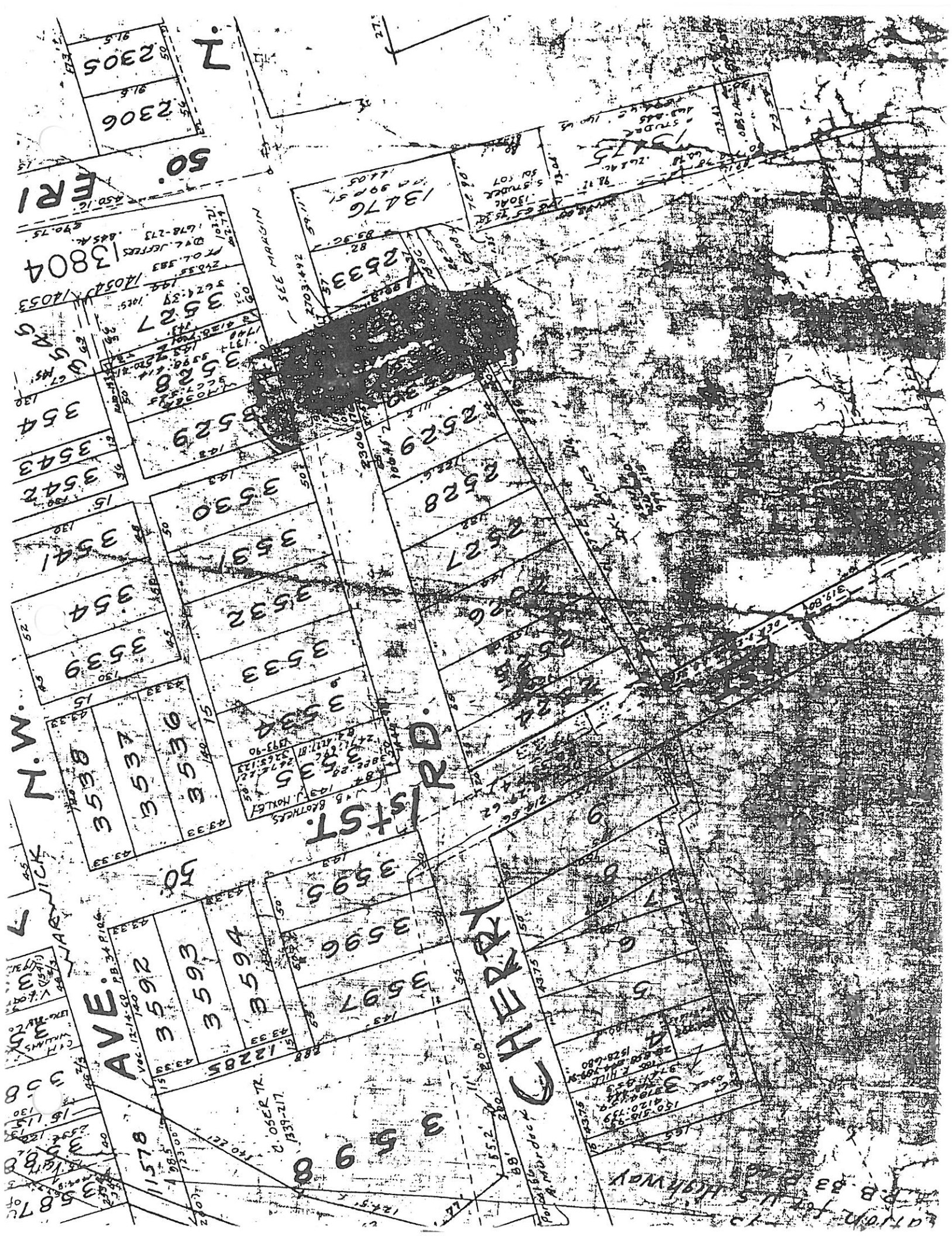
Section 4:

This Ordinance is hereby 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 the acquisition of the real estate is necessary for the additional reason that the property will be needed for future development within the City of Massillon. 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 _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL, DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR





THE CITY OF MASSILLON, OHIO

Francis H. Cicchinelli, Jr.
Mayor

Phone (330) 830-1700
Fax (330) 830-1764

Director of Public Safety & Service
Alan W. Climer – 830-1702

Public Service
830-1701

City Engineer/Planning Director
James J. Benekos – 830-1722

*Community/
Economic Development Director*
Aane Aaby – 830-1721

Golf Course Superintendent
Martin A. Young – 830-4653

Chief Building Official
James E. Witherspoon – 830-1724

Housing Director
Marilyn Frazier – 830-1717

*Wastewater Treatment Department
Manager*
Joseph R. Ulrich – 833-3304

Collections Department Chief
Linda S. McGill – 830-1705

Chief of Police
Mark D. Weldon – 830-1762

Fire Chief
Tommy R. Matthews – 833-1053

*Equal Employment Opportunity/
Minority Business/Drug Coordinator*
Edward W. Grier – 830-1716

Health Commissioner
Richard J. Kaserman – 830-1710

Parks & Recreation Director
James P. Seikel – 832-1621

Youth Director
Constance Ledwell – 837-3137

Senior Citizens Director
Nancy A. Johnson – 837-2784

Income Tax Administrator
Kirk T. Albrecht – 830-1709

Operations Superintendent
George H. Patterson – 833-5746

Visit Our Website:
www.massillonohio.com

November 18, 1998

Patrick Jorden
515 First Street, N.W.
Massillon, Ohio 44646

Re: City of Massillon Offer to Purchase Property
City Lots No. 2, 7, 8, and 9

Dear Mr. Jorden:

As a result of your recent discussions with Mr. Aane Aaby, City Community Development Director, regarding your counter offer, I am extending an offer to you to purchase the above property in the amount of One Hundred Sixty-Five Thousand Dollars (\$165,000). This amount includes the land, buildings, and any site improvements on this property.

The City of Massillon will pay the closing costs of preparing an updated abstract, preparing a warranty deed and providing title insurance, if required. However, the City will not pay any fees or commissions.

If this offer is acceptable to you, please sign and return the attached written acceptance of offer. Once you have accepted the City's offer, I will submit this matter to Council for its review and approval. Council must then authorize the City to enter into a formal purchase agreement.

Upon execution of a purchase agreement, the City would then proceed with the purchase and would expect closing and disbursement to be completed within approximately sixty days, barring any unforeseen circumstances.

After closing, you will be permitted to occupy the premises for up to one hundred twenty (120) days.


Massillon Municipal Government Center
One James Duncan Plaza
Massillon, Ohio 44646

To facilitate this transaction, upon your acceptance of this offer to purchase, please provide the City as soon as possible with the following documents:

- Copy of the Deed
- Guaranty of Title (if available)
- Abstract (Chain of title)

If you have any questions or comments regarding this matter, please contact me at your convenience.

Very truly yours.

A handwritten signature in cursive script, reading "Francis H. Cicchinelli, Jr.".

Francis H. Cicchinelli, Jr.
Mayor
City of Massillon

FHC:aa
encl.

CITY OF MASSILLON, OHIO

Written Acceptance of Offer

Parcel Address/Location: 515 First Street, N.W.

Property Description: Known as and being Lots No. 2, 7, 8, and 9 in the City of Massillon, Stark County, Ohio

Purchase Price: One Hundred Sixty-Five Thousand Dollars (\$165,000.00)

I (we) the legal owner of the above described property do hereby accept the offer to purchase said property as extended by the City of Massillon.

I (we) understand that a written purchase agreement will be prepared by the City based upon the above agreed purchase price which shall constitute payment in full for said property upon closing. I (we) further understand that this Written Acceptance of Offer is subject to review and approval by Massillon City Council and that preparation and execution of the purchase agreement is further subject to approval and authorization by Council.

Accepted this 30 day of Nov, 1998 by the following legal owners of said property or their designated representative(s):



Attest

MELISSA S. MITZEL
Notary Public, State of Ohio
My Commission Expires Mar. 30, 2003

Attest

Attest

By: Patrick W. Jordan
Property Owner

By: _____
Property Owner

By: _____
Property Owner

DATE: December 7, 1998

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 19 - 1998

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION indicating the intent of the City of Massillon to financially participate in certain civic events for 1999 by including funding for these events in the 1999 City Budget, and declaring an emergency.

WHEREAS, civic events within the City of Massillon are necessary to promote good community tradition and spirit;

WHEREAS, this Council feels it is important for the City of Massillon to financially participate in these events;

WHEREAS, this Council desires to financially participate in the Memorial Day Parade, the concerts in Duncan Plaza, the Concert Series, the Cruise Ins and the Fourth of July Picnic in the Park;

WHEREAS, by participating in these events, community pride will be promoted and the citizens of the City of Massillon will benefit thereby;

WHEREAS, to financially participate in the events the City Budget for 1999 must reflect the intent of the City to participate;

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

Section 1:

It is the intent of the City of Massillon to financially participate in certain civic events for 1999 by including funds for the events in the 1999 City Budget.

Section 2:

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Massillon, and for the additional reason that the City of Massillon must indicate their intent to participate in certain civic events so as to include them in the 1999 City Budget. Provided it received the affirmative vote of two-thirds of all the members duly elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 1998

APPROVED: _____
SHARON HOWELL, CLERK OF COUNCIL. DENNIS D. HARWIG, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR