

## AGENDA

DATE: MAY 17, 1999  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILMAN MIKE LOUDIANA
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. 86 - 1999      BY: SEWER AND WASTE DISPOSAL COMMITTEE**

*P* **AN ORDINANCE** repealing CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified Ordinances of the City of Massillon, and enacting a new CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified Ordinances of the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 87 - 1999      BY: SEWER AND WASTE DISPOSAL COMMITTEE**

*SPH* **AN ORDINANCE** authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a **Supplemental Sewer Service Agreement No. 9**, with the Stark County Ohio Board of Commissioners, and declaring an emergency.

**ORDINANCE NO. 88 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*SPH* **AN ORDINANCE** indicating what services the City of Massillon, Ohio, will provide to the **Schoeppner Area Annexation**, upon annexation, and declaring an emergency.

**ORDINANCE NO. 89 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*P* **AN ORDINANCE** vacating various streets in the City of Massillon, Ohio, accepting the **dedication of right-of-way for a cul-de-sac on Sherbrook Street, S.E.**, and declaring an emergency.

**ORDINANCE NO. 90 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*P* **AN ORDINANCE** accepting an application for annexation for territory to the City of Massillon, Ohio, and declaring an emergency. *Keegan Area - 1999*

**ORDINANCE NO. 91 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*SPH* **AN ORDINANCE** authorizing the **annexation** of certain contiguous territory owned by the City of Massillon; appointing Steve Hamit as an Agent for the City as Petitioner, defining those City services to be provided to the Territory and directing the City Director of Law and the City Engineer to prosecute the proceedings necessary to effectuate such annexation and declaring the same to be an emergency. *Community Park & Annex*

**ORDINANCE NO. 92 - 1999      BY: FINANCE COMMITTEE**

*SPH* **AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to accept an **addendum** to the **Municipal Lease Agreement** with **Johnson Controls, Inc.**, which was entered into on January 29, 1998, and declaring an emergency.



May 17, 1999

**ORDINANCE NO. 93 - 1999    BY: FINANCE COMMITTEE**

*SDH 9*  
**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to enter into an agreement with **URS Greiner Woodward Clyde** for a traffic study of **S.R. 241 and 17<sup>th</sup> Street S.W.** and **S.R. 241 and 9<sup>th</sup> Street S.W.**, and declaring an emergency.

**ORDINANCE NO. 94 - 1999    BY: FINANCE COMMITTEE**

*SDH 6 PM*  
**AN ORDINANCE** making certain appropriations from the unappropriated balance of the **Fothergill/Belmont Project Fund, WWT Plant Upgrade Fund, General Fund and the Muni Motor Vehicle License Plate Tax Fund**, for the year ending December 31, 1999, and declaring an emergency.

- 1999 Street Resurfacing*
- 7. UNFINISHED BUSINESS
  - 8. PETITIONS AND GENERAL COMMUNICATIONS
  - 9. BILLS, ACCOUNTS AND CLAIMS
  - 10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR APRIL - 1999
- B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR APRIL - 1999
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR APRIL - 1999
- D). TREASURER SUBMITS MONTHLY REPORT FOR APRIL - 1999
- E). KIRK ALBRECHT INCOME TAX DEPARTMENT TO REPORT ON INCOME TAX CODE REVISIONS PROPOSAL.

- 11. REPORTS OF COMMITTEES
- 12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS
- 13. CALL OF THE CALENDAR
- 14. THIRD READING ORDINANCES AND RESOLUTIONS

**ORDINANCE NO. 62 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from A-1 Agricultural to RM-1 Multiple Family Residential, and declaring an emergency,

- 15. SECOND READING ORDINANCES AND RESOLUTIONS

**ORDINANCE NO. 74 - 1999    BY: FINANCE COMMITTEE**

*P*  
**AN ORDINANCE** authorizing the issuance of not to exceed \$550,000 of notes in anticipation of the issuance of bonds for the purpose of paying preliminary expenses in connection with a proposed city recreation center, and declaring an emergency.

**ORDINANCE NO. 80 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.**

*2nd*  
**AN ORDINANCE** authorizing the Mayor to enter into a contract with TriDoc Inc., for the **sale** of land known as and being **Lot No. 9544, a O.196** City-owned parcel of land in the City of Massillon, Stark County, Ohio and owned by said City, which is not needed for any municipal purpose, and declaring an emergency.

MAY 17, 1999

**ORDINANCE NO. 81 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.**

*2nd*  
**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from R-1 Single Family Residential to B-3 General Business, and declaring an emergency.

**ORDINANCE NO. 82 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.**

*2nd*  
**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from Tuscarawas Township to Massillon Zoning, 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 PRIOR TO TONIGHT MEETING

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 86 - 1999

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE repealing CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified Ordinances of the City of Massillon, and enacting a new CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified Ordinances of 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:

CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified ordinances of the City of Massillon is hereby repealed.

Section 2:

There be and is hereby enacted a new CHAPTER 965 "RULES AND REGULATIONS FOR REFUSE AND/OR SOLID WASTE COLLECTORS" of the Codified Ordinances of the City of Massillon. Said newly enacted CHAPTER 965 shall read as follows:

(SEE ATTACHED)

Section 3:

This ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactments are necessary that the Rules and Regulations be initiated for the collection of Solid Waste of the City of Massillon and for the additional reason for the preservation of the public health, safety and welfare of the community. And provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999

ATTEST: \_\_\_\_\_  
SHARON HOWELL, CLERK OF COUNCIL      DENNIS D. HARWIG, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

## CHAPTER 965

### Rules and Regulations for Refuse and/or Solid Waste collectors

- |  |  |
|--|--|
| <p>965.01 Definitions.</p> <p>965.02 Duty of Safety-Service Director.</p> <p>965.03 Cans or containers.</p> <p>965.04 Method of disposal; prohibited substances.</p> <p>965.05 Private collector license.</p> <p>965.06 Requirements for licensee; revocation.</p> | <p>965.07 Vehicles.</p> <p>965.08 Frequency of collections.</p> <p>965.09 Collection rates.</p> <p>965.10 Ash and cinder collection.</p> <p>965.11 Rules and regulations.</p> <p>965.99 Penalty.</p> |
|--|--|

#### CROSS REFERENCES

- Contracts with county garbage and rubbish disposal districts -  
see Ohio R.C. 343.08
- Collection and disposal of garbage - see Ohio R.C. 715.43,  
717.01
- Employment of scavengers - see Ohio R.C. 3707.39
- Disposal and transportation upon public ways - see TRAF. 339.08
- Littering - see GEN. OFF. 521.08

#### 965.01 DEFINITIONS.

(a) "Garbage" shall include all kitchen refuse, vegetable or animal matter, and any substance from public and private establishments and/or private residences that may decompose or become dangerous or offensive to the public health.

(b) "Rubbish" shall include clean paper (no traces of vegetable or animal matter), newspapers, rags, cardboard, glass, porcelain, crockery, clothing, furniture, appliances, mattresses, plastics, metal and aluminum cans, bricks, cement blocks, wood, ashed and household items that will not readily decompose. Rubbish is NOT intended to include any earth, sand, stone or other similar natural substances that may be the result of a construction or remodeling project.

(Ord. \_\_\_\_\_ Passed \_\_\_\_\_)

#### 965.02 DUTY OF SAFETY-SERVICE DIRECTOR.

The Director of Public Service and Safety shall cause all garbage to be removed and destroyed; also such rubbish as may become a nuisance or in any way or manner endanger the public health must be removed and destroyed.

(Ord. 132-1964. Passed 12-21-64.)

## 965.03 CANS OR CONTAINERS.

(a) No person shall deposit, permit or allow any garbage or rubbish to be thrown or placed upon any lot, street or public ground within the corporate limits; and any person having any garbage or rubbish to dispose of shall not permit or allow the same to accumulate, all cans shall be watertight and at all times be covered with a close fitting lid. Capacity of containers for garbage and rubbish shall not exceed fifty pounds in gross weight including contents.

(b) All persons shall at all times keep their garbage can in a clean and sanitary condition, and during the warm summer months, such cans shall be thoroughly washed and disinfected at least every two weeks.

(Ord. 132-1964. Passed 12-21-64.)

(c) Garbage/Rubbish in bags or containers shall not be placed for collection earlier than 6:00 P.M. on the day before scheduled collection and no garbage/rubbish or containers (empty or full) shall remain at the curb, tree lawn, sidewalk or front yard area for more than twenty-four (24) hours.

## 965.04 METHOD OF DISPOSAL; PROHIBITED SUBSTANCES.

Water shall be drained off all garbage before depositing in the cans provided herein for the collection of garbage and rubbish. Rubbish may, if desired, be deposited in the same can with the garbage; and if rubbish is kept in a separate container, the container must be kept covered in order to prevent the entrance of water and snow.

(Ord. 1999 Passed )

## 965.05 PRIVATE COLLECTOR LICENSE.

(a) Any collector of refuse, rubbish, waste or garbage in the City of Massillon shall be required to be licensed by the City. The fee for such license shall be in the amount of fifty (\$50.00) dollars per truck per every six month period or any fraction thereof. Such license shall not be issued until proof is provided to the Director of Public Service and Safety that each truck is insured under a liability insurance policy which provides minimum coverage of three hundred thousand dollars (\$300,000.00) for General Liability and three hundred thousand dollars (\$300,000.00) in automobile Liability. Such policy must further provide that the above minimum rates should be in effect for each accident and shall not be reduced by reason of prior accidents on the part of the insured. The insured must further agree to give the Director of Public Service and Safety twenty (20) days notice before cancellation of any liability insurance policy herein required. This license will also be required for non-commercial haulers including individuals doing light hauling or referred to as "Light Haulers" who haul debris, rubbish, refuse or any waste from any residence or business located within the City of Massillon.

(b) On and after April 1, 1979, no new licenses will be issued by the City. Licenses of prior licensees will be renewed providing they are in compliance with all of the provisions of this chapter and providing, further, such license has not been either directly or indirectly transferred from a prior licensee. All licenses shall be renewed on or before January 15 and July 15 of each year hereafter, otherwise such license shall be considered revoked. (Ord. 134-1979. Passed 10-1-79.)



**965.06 REQUIREMENTS FOR LICENSEE; REVOCATION.**

Each and every licensee must comply with the following requirements:

- (a) The license issued by the Director of Public Service and Safety must be continuously on display in the truck.
- (b) The license must provide the same minimum service as required by the City under the provisions of Chapter 965.
- (c) NO garbage/rubbish collection shall be made before the hour of 7:00 A.M. or after the hour of 9:00 P.M. This time restriction applies to both residential and commercial areas. NO collection shall be made on Sunday, unless granted permission by the Director of Public Service and Safety.
- (d) The names, addresses and chauffeur's license numbers of all drivers of collection trucks must be filed with the Director of Public Service and Safety.
- (e) Each truck shall be unloaded at the end of the work day and no truck shall be permitted to contain any garbage or rubbish over night.
- (f) Every vehicle that is licensed by the City shall display a City License decal on both doors of the cab of the truck in a manner prescribed by the Director of Public Service and Safety.
- (g) Each vehicle licensed by the City shall be maintained in a safe and sanitary condition and must be made available for periodic inspection by the Police Department and/or Health Department personnel. These inspections shall take place at a minimum of once every six (6) months or at any time upon notice of the Director of Public Service and Safety or the Health Commissioner.
- (h) All trucks utilized by the licensee in the City shall have clearly marked on both doors of the cab the name of the company or the licensee, and the address and phone number of the company or licensee. All letters and numbers shall be at least two inches in height.
- (i) Failure of a licensee to appear for inspection on the date and time required by the Police Department shall be considered a violation of this chapter and will subject the licensee to a revocation of his license.  
(Ord. 4-1979. Passed 1-22-79.)

**965.07 VEHICLES.**

- (a) All garbage/rubbish transported on the streets or other public thoroughfares in the City of Massillon shall be done in vehicles that have bodies which do not leak. Spillage and drainage from vehicles transporting garbage/rubbish shall not be permitted and shall be considered a misdemeanor. All truck will be inspected at a minimum of once every six (6) months or at any time upon notice of the Director of Public Service and Safety or health Commissioner.
- (b) It shall be the duty of the Director of Public Service and Safety to cause all vehicles used for the transporting of garbage and rubbish to be washed thoroughly and disinfected as may be necessary to prevent such vehicles from becoming a nuisance or endangering the public health.  
(Ord. 132-1964. Passed 12-21-64.)
- (c) The driver of any motor vehicle or truck hauling rubbish, garbage, refuse, waste products or scrap material shall be required to have the load covered with a tarpaulin, canvas or other suitable covering so as to prevent the contents of the motor vehicle from blowing, spilling or scattering on the streets and alleys of the City.

**A COPY OF THE SUPPLEMENTAL  
SEWER AGREEMENT #9 COULD NOT  
BE ATTACHED TO ORDINANCE NO. ~~97~~ 87  
AS IT WILL NOT BE AVAILABLE UNTIL  
MONDAY**

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 87 - 1999

BY: SEWER AND WASTE DISPOSAL 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 Supplemental Sewer Service Agreement No. 9, with the Stark County Ohio Board of Commissioners, and declaring an emergency.

WHEREAS, the City of Massillon and Stark County entered into a sewer service agreement on November 19, 1981, the First Supplemental Agreement on May 11, 1983, the Second Supplemental Agreement on October 4, 1984, the Third Supplemental Agreement on April 4, 1990, the Fourth Supplemental Agreement on October 29, 1993, the Fifth Supplemental Agreement on August 7, 1995, the Sixth Supplemental Agreement on April 15, 1996, the Seventh Supplemental Agreement on December 18, 1996, and the Eighth Supplemental Agreement on April 21, 1997 said Agreements referred to as the Basic Agreement; and

WHEREAS, from time to time it is necessary to evaluate and review the Agreement of November 19, 1981, for the purpose of modifying its provisions if required and it has been determined that a Supplemental Agreement is necessary for the purpose; and

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

WHEREAS, the same terms used herein have the definitions as described in the Agreement of November 19, 1981:

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, are hereby authorized to enter into a Supplemental Sewer Service Agreement No. 9, with the Stark County Ohio Board of Commissioners.



Section 2:

A copy of said Supplemental Agreement No. 9 is attached hereto.

Section 3:

This Ordinance is hereby declared to be an emergency measure immediately necessary to enter into this supplemental Agreement so that the cost shall be shared between Stark County and the City for the design of the WWT Plant Upgrade Project, and for 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 \_\_\_\_\_, 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, MAYOR

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 88 - 1999

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

TITLE: AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Schoeppner Area Annexation, upon annexation, and declaring an emergency.

WHEREAS, certain property owners have filed a petition requesting the Schoeppner Area Annexation to be annexed to the City of Massillon, Ohio, pursuant to the Ohio Revised Code Section 709.02, and

WHEREAS, The Ohio Revised Code Section 709.031 (B) requires; Upon receiving this notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code Section 709.031 (B), and

WHEREAS, the legislative authority of the City of Massillon, Ohio, is supportive of the annexation proposal, and

WHEREAS, the Stark County Commissioners have scheduled a public hearing, to be held at the Perry Township Hall on Wednesday, June 30th, 1999 at 7:00 P.M.

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

Section I:

The City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Municipal Fire Department, services of the Municipal Service Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department and services of the City of Massillon Administration.

Section 2:

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 indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing on June 30th, 1999. 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 \_\_\_\_\_ 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR





DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 89 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE vacating various streets in the City of Massillon, Ohio, and accepting the dedication of right-of-way for a cul-de-sac on Sherbrook Street, S.E., and declaring an emergency.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the various streets hereinafter described, a petition requesting that these various streets thereafter described be vacated, and

WHEREAS, upon hearing, the Council hereby finds that there is good cause for such vacations and that it will not be detrimental to the general interest of this community and that such vacations should be made.

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

Section 1:

A request to vacate various streets in the City of Massillon. These vacation plats are filed in the City Engineer's Office and were approved by the City Planning Commission on February 10<sup>th</sup>, 1999. The said vacations of Sherbrook Street S.E., Superior's Avenue S.E., Harcrest Street S.E. and Wilford Street S.E. are hereby approved, adopted and confirmed as follows:

A. Sherbrook Street S.E., lying north of Walnut Road S.E. and running in a north/south direction between Wilford Street S.E. and Harcrest Street S.E.; the request being to vacate that portion of Sherbrook Street S.E. beginning approximately 292.60 feet northerly from Southway Street S.E. to Superior's Avenue S.E.

B. Superior's Avenue S.E., lying north of Walnut Road S.E. and Southway Street S.E. and running in a west/east direction between Wilford Street S.E. and Harcrest Street S.E.; the request being to vacate the entire street of Superior's Avenue S.E. from Wilford Street S.E. to Harcrest Street S.E.

C. Harcrest Street S.E., lying north of Southway Street S.E. and running in a north/south direction between Sherbrook Street S.E. and Coolidge Street S.E.; the request being to vacate that portion of Harcrest Street S.E. beginning approximately 438.6 feet northerly from Southway Street S.E. to Superior's Avenue S.E.

D. Wilford Street S.E., lying north of Walnut Road S.E. and running in a north/south direction between 16<sup>th</sup> Street S.E. and Sherbrook Street S.E.; the request being to vacate the entire street of Wilford Street S.E. from Walnut Road S.E. northerly to Superior's Avenue S.E.

Section 2:

Council hereby accepts the dedication of right-of-way for a cul-de-sac on Sherbrook Street, S.E.

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the reason these various streets are no longer needed for a municipal purpose. 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 \_\_\_\_\_ 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR





DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 89 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE vacating various streets in the City of Massillon, Ohio, and accepting the dedication of right-of-way for a cul-de-sac on Sherbrook Street, S.E., and declaring an emergency.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the various streets hereinafter described, a petition requesting that these various streets thereinafter described be vacated, and

WHEREAS, upon hearing, the Council hereby finds that there is good cause for such vacations and that it will not be detrimental to the general interest of this community and that such vacations should be made.

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

Section 1:

A request to vacate various streets in the City of Massillon. These vacation plats are filed in the City Engineer's Office and were approved by the City Planning Commission on February 10<sup>th</sup>, 1999. The said vacations of Sherbrook Street S.E., Superior's Avenue S.E., Harcrest Street S.E. and Wilford Street S.E. are hereby approved, adopted and confirmed as follows:

A. Sherbrook Street S.E., lying north of Walnut Road S.E. and running in a north/south direction between Wilford Street S.E. and Harcrest Street S.E.; the request being to vacate that portion of Sherbrook Street S.E. beginning approximately 292.60 feet northerly from Southway Street S.E. to Superior's Avenue S.E.

B. Superior's Avenue S.E., lying north of Walnut Road S.E. and Southway Street S.E. and running in a west/east direction between Wilford Street S.E. and Harcrest Street S.E.; the request being to vacate the entire street of Superior's Avenue S.E. from Wilford Street S.E. to Harcrest Street S.E.

C. Harcrest Street S.E., lying north of Southway Street S.E. and running in a north/south direction between Sherbrook Street S.E. and Coolidge Street S.E.; the request being to vacate that portion of Harcrest Street S.E. beginning approximately 438.6 feet northerly from Southway Street S.E. to Superior's Avenue S.E.

D. Wilford Street S.E., lying north of Walnut Road S.E. and running in a north/south direction between 16<sup>th</sup> Street S.E. and Sherbrook Street S.E.; the request being to vacate the entire street of Wilford Street S.E. from Walnut Road S.E. northerly to Superior's Avenue S.E.

Section 2:

Council hereby accepts the dedication of right-of-way for a cul-de-sac on Sherbrook Street, S.E.

Section 3:

That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the reason these various streets are no longer needed for a municipal purpose. 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 17<sup>th</sup> DAY OF May 1999

APPROVED: Sharon Howell Dennis D. Harwig  
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

APPROVED: May 18, 1999 Francis H. Cicchinelli, Jr.  
FRANCIS H. CICCHINELLI, JR., MAYOR

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

Sharon Howell  
Clerk of Council

Date 5/17/99

352.71

4.3 a

Superior's Brand Meats, Inc.  
929-73  
2492-156  
2703-570  
3009-67-66

LEAVE CARD  
JUL 11 1964  
JUL 11 1964

66.3'  
66.5'  
95.5'  
67'  
89.11'  
39.6'

WILFORD ST. SE

234.7  
M. 20.2  
M. 20.2  
(266.3)

0.1375	23	280.12	250.6	285	291.4	4.79 a
13796		3582.635	3594.695			
105.61		1251.45				0.1375

ST.-4 SHE BROOK

ST. - 40 HARCREST - ST. S.B.

ST.-4(-COOLIDGE / ST.-S.E.

# SOUTHWAY

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 90 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting an application for annexation for territory to the City of Massillon, Ohio, and declaring an emergency.

WHEREAS, a petition for the annexation for certain territory in Tuscarawas Township, was duly filed by Aane Aaby, Agent for the petitioners, and

WHEREAS, the said petition was duly considered by the Board of County Commissioners of Stark County on December 14, 1998, and

WHEREAS, the Board of County Commissioners on March 9, 1999, approved the annexation of said territory to the City of Massillon as hereinafter described, and

WHEREAS, the Board of County Commissioners certified the transcript and pertinent documents of proceedings in connection with said annexation with the map and petition required in connection therewith, to the Auditor of the City of Massillon, who received same on March 11, 1999, and

WHEREAS, at least two-thirds of the members elected to Council of the City of Massillon, Ohio, have found, considered and determined that in order to annex said territory to the City of Massillon, this constitutes an emergency, requiring immediate action.

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

Section I:

The application of Aane Aaby, Agent for the petitioners is hereby accepted for the annexation of the following described territory in the County of Stark and adjacent to the City of Massillon, to wit:

Known and being part of the northwest quarter of Section 11 in Tuscarawas Township, Stark County, State of Ohio, and being further described as follows:

Beginning at a point on the centerline of Kenyon Avenue N.W. and also being on the west line of said Quarter Section, said point also being the northwest corner of the northwest quarter of section 11;



Thence S 5°10' 00" W, along the centerline of Kenyon Avenue and also being west line of said Quarter Section a distance of 316.80' to the TRUE PLACE OF BEGINNING;

Thence S 84° 50' 00" E, along the north line of a parcel of land presently or previously owned by Judith A. Paquelet, as recorded in Official Recorder 98046780 in Stark County, a distance of 962.94' to a point;

Thence S 05° 10' 00" W, along the east line of said parcel, a distance of 316.07' to a point;

Thence N 84°50' 00" W, along the south line of said parcel a distance of 962.94' to a point; said point also being on the centerline of Kenyon Avenue N.W. and also being on the west line of said quarter section.

Thence N 05° 10' 00" E, along said centerline a distance of 316.07' to a point, said point being the TRUE PLACE OF BEGINNING, containing 6.987(Calc.) acres in the northwest quarter of Section 11 in Tuscarawas Township, more or less.

Section 2:

The City Council Clerk be and is hereby directed to file certified copies of said annexation containing the petition, map accompanying the petition, a transcript of the proceedings of the County Commissioners, and this ordinance, with the Stark County Recorder and the Secretary of State.

Section 3:

The Clerk of this Council be and is hereby directed to file with the Clerk of the Board of Commissioners of Stark County, as well as the County Board of Elections, notice in writing of the boundary changes of the City of Massillon hereby affected together with a map of the annexed territory.

Section 4:

This Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said enactment is necessary for the more efficient operation of the City of Massillon, Ohio, and for the additional reason that it is in the best interest of the property owners in the annexed area that their property become a part of 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 \_\_\_\_\_ 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

TUSCARAWAS S.W.  
QTR. SEC 2

TUSCARAWAS N.W.  
QTR. SEC 11

TUSCARAWAS S.E.  
QTR. SEC 3

TUSCARAWAS N.E.  
QTR. SEC 10

Area to be  
Annexed

PAUL J. COOK

KENYON AVENUE N.W.

THOMAS C. &  
PATRICIA DISS

S 84°50'00" E - 962.94'

JUDITH A. PAQUELET  
6.987 Acres (Calc.)  
7.000 Acres (Rec.)  
O.R. 98046780

N 84°50'00" W - 962.94'

GLENN A. KESTNER

JUDITH PAQUELET

O.L. 626

ING CITY OF  
LOW CORP LINE

EXISTING CITY OF  
MASSILLON CORP LINE



CITY OF

LOCAL  
Not To

MAP OF TERRITORY TO BE ANNEXED

Total Acreage in Annex:  
Miles of State Highway:  
Miles of County Roads  
Miles of Township Roads

N.W. Qtr. Section 11 Tuscarawas

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 91 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the annexation of certain contiguous territory owned by the City of Massillon, appointing Steve Hamit as an Agent for the City as Petitioner, defining those City services to be provided to the Territory and directing the City Director of Law and the City Engineer to prosecute the proceedings necessary to effectuate such annexation and declaring the same to be an emergency.

WHEREAS, heretofore, for the purpose of promoting the recreational and economic development of the City of Massillon and the State of Ohio, the City of Massillon purchased certain territory situated in Stark County and contiguous to the boundaries of the City of Massillon; and

WHEREAS, the development of the territory for economic and recreational purposes can be accomplished only upon the annexation of said territory to the City of Massillon; and

WHEREAS, Ohio Revised Code Sections 709.14, 709.15 and 709.16(B) provide for an expedited annexation proceeding in those instances where the territory sought to be annexed is contiguous to the City boundaries and is located entirely within the same county as the municipal corporation; and

WHEREAS, Ohio Revised Code Section 709.16(B) provides:

“(B) If the only territory to be annexed is contiguous territory owned by the municipal corporation seeking annexation and if such territory is located entirely within the same county as the municipal corporation seeking annexation, upon receipt of the petition required by section 709.15 of the Revised code, the Board of County commissioners shall, by resolution, approve the annexation and make such adjustments of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the Board determines to be proper. The annexation shall be complete upon the entry pursuant to the board’s resolution, of an order upon the journal of the board authorizing such annexation.”;

and,

WHEREAS, Ohio Revised Code Section 709.14 requires as a condition to such annexation that the legislative authority adopt an ordinance authorizing the annexation to be made and directing the director of Law or someone to be named in the ordinance to prosecute the proceedings necessary to effectuate the annexation; and

WHEREAS, at least two-thirds of the members elected to Council of the City of Massillon have found, considered and determined that the need to annex said territory to the City of Massillon in sufficient time for said territory to be economically developed constitutes an emergency requiring immediate action;

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

Section 1:

Steve Hamit, hereby is appointed Agent for the City as Petitioner and is directed to forthwith submit to the Stark County Board of County Commissioners a petition, on behalf of the City of Massillon, for the annexation of the contiguous territory hereinafter described, together with an accurate description of the territory (the "Territory") and an accurate map or plat thereof. Steve Hamit, with the assistance of John D. Ferrero, Jr., Director of Law, or such attorney-at-law as Mr. Ferrero shall designate, shall also prosecute the proceedings necessary to effectuate the annexation. The Territory to be annexed is described on Exhibit A which is made a part hereof and incorporated herein by reference.

Section 2:

The City of Massillon will extend to the Territory, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, including, but not limited to, the services of the Municipal fire Department, services of the Municipal Service Department, services of the engineering Department, services of the Building Department, services of the Safety Department, services of the Street Department, services of the Planning Department, services of the health Department, services of the Sewer Department and services of the city of Massillon Administration.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the more efficient operation of the City of Massillon, Ohio, and necessary for the reason that an expedited annexation is required to enable said territory to be economically developed. This Ordinance, having received the affirmative vote of at least two-thirds of the elected members of Council, shall take effect and be in force immediately upon its journalization and approval by the Mayor.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

**PETITION  
BY CITY OF MASSILLON, OHIO  
FOR ANNEXATION OF CONTIGUOUS CITY-OWNED TERRITORY  
TO CITY OF MASSILLON, OHIO  
PURSUANT TO 709.14, 709.15 AND 709.16(B) O.R.C.**

TO THE COMMISSIONERS OF STARK COUNTY, OHIO:

1. I, Steven D. Hamit, Agent for the City of Massillon, Stark County, Ohio pursuant to the authority vested in me by Massillon Ordinance \_\_\_\_\_ -1999, hereby petition for the annexation to the City of Massillon, of the contiguous territory an accurate description of which is as follows:

Known as, and being part of the Northwest Quarter of Section 24 in the Township of Tuscarawas (T.12, R10), County of Stark, State of Ohio, and being a parcel now or formerly owned by the City of Massillon (II #99024633), and further described as follows:

Beginning at the northeast corner of said Northwest Quarter Section 24; Thence N88°35'24"W along the north line of said Northwest Quarter Section 24, (basis of bearing) a distance of 543.07 feet to a point and the True Place of Beginning of the parcel herein described:

1. Thence S01°44'57"W along the east line of said Massillon parcel, a distance of 652.35 feet to a point;
2. Thence S69°41'31"W, along the north line of a parcel now or formerly owned by the State of Ohio (1453-184) which is the north right of way of Finefrock Road (S.R.241), a distance of 858.65 feet to a point;
3. Thence N01°43'29"E along the west line of said Massillon parcel, a distance of 970.09 feet to a point;
4. Thence S88°35'24"E along the north line of said Northwest Quarter Section 24, a distance of 796.23 feet to the True Place of Beginning and containing 14.825 acres of land, more or less, all being in the Northwest Quarter of Section 24 of Tuscarawas Township.

The above described 14.825 acre tract is the property deeded to the City of Massillon as recorded in Official Record Imaging #99024633 of the Stark County Records of Deeds and the basis of bearings is taken therefrom as determined by James J. Benekos, Massillon City Engineer and Ohio Registered Surveyor No. 7653 in May of 1999.



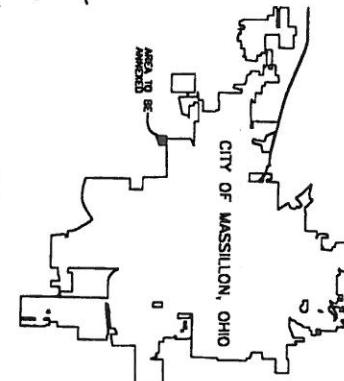
2. The Territory is the only territory sought to be annexed, is contiguous to the current boundaries of the City of Massillon and is owned in its entirety by the City of Massillon,
3. All of the Territory is located within Stark County.
4. By Ordinance \_\_\_\_\_ -1999, the Council of the City of Massillon has authorized the annexation of the Territory and has stated those services which will be provided to the Territory upon annexation.
5. I have attached hereto and made a part of this petition a map, showing the accurate boundaries of the territory sought to be annexed, marked "Map of Territory to be Annexed to the City of Massillon", together with a true copy of Ordinance No. \_\_\_\_\_ -1999.
6. These proceedings comply with special statutory provisions relating to the annexation of contiguous territory owned by the municipal corporation seeking annexation as set out in Ohio Revised Code Sections 709.14, 709.15 and 709.16(B).
7. Ohio Revised Code Section 709.16(B) provides:

"(B) If the only territory to be annexed is contiguous territory owned by the municipal corporation seeking annexation and if such territory is located entirely within the same county as the municipal corporation seeking annexation, upon receipt of the petition required by Section 709.15 of the Revised Code, the Board of County Commissioners shall, by resolution, approve the annexation and make such adjustments of funds, unpaid taxes, claims, indebtedness, and other fiscal matters as the Board determines to be proper. The annexation shall be complete upon the entry, pursuant to the Board's resolution, of an order upon the journal of the Board authorizing such annexation."

Respectfully submitted,

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven D. Hamit, Agent  
Massillon Municipal Government Center  
One James Duncan Plaza  
Massillon, Ohio 44646  
(330) 830-1722



Source of FPI	Database File used DBA0701.DWG
Date May 5, 1999	

City or address occupied this day of \_\_\_\_\_, 1941.

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 92 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to accept an addendum to the Municipal Lease Agreement with Johnson Controls, Inc., which was entered into on January 29, 1998, 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 accept an addendum to the Municipal Lease Agreement with Johnson Controls, Inc., which was entered into on January 29, 1998.

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 accept the addendum due to unforeseen changes that have occurred since the original agreement was entered into with Johnson Controls, Inc. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

APPROVED: \_\_\_\_\_  
SHARON HOWELL, CLERK OF COUNCIL

\_\_\_\_\_  
DENNIS D. HARWIG, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

April 23, 1999

Mr. Steve Hamit  
City of Massillon, OH  
One James Duncan Plaza  
Massillon, OH 44646

Dear Mr. Hamit:

Enclosed please find the Addendum No. 1 to Schedules A, D, G and H of the Master Agreement dated as of January 29, 1998 between Johnson Controls, Inc. and the City of Massillon, OH. Please complete these documents as outlined below:

- 1) **Addendum No. 1:** Please have the authorized individual date and sign the last page where indicated in red.
- 2) **Exhibit A:** Please have the authorized individual initial where indicated in red.
- 3) **Opinion of Counsel:** Please have your attorney prepare the Opinion of Counsel on appropriate letterhead.
- 4) **Certificate of Acceptance:** Please have the authorized individual sign and date where indicated in red.
- 5) **Municipal Certificate:** Please type the name of the authorized official that is signing the Addendum documentation on the space provided in the middle of the page where indicated in red. Please have the Clerk or Secretary sign on the Witnessing signature space provided at the bottom of the page where indicated in green. Please have document notarized. (**Witnessing signature must be signed by person other than authorized official**).
- 6) **Insurance Coverage Requirements:** Please provide the name and address of Insurance Agent and attach required insurance information. As an alternative, you may provide a letter of self-insurance which outlines the limits of your self-insurance program.
- 7) **8038G:** Please type your Federal Tax ID number in Box 2 and sign where indicated in red.
- 8) **UCC-1 Financing Statement(s):** Please have the authorized individual sign where indicated in red. *Please provide legal descriptions of property where equipment is to be located.*

Mr. Steve Hamit  
April 23, 1999  
Page 2

Please forward the original Master Agreement documentation to ABN AMRO Incorporated. at the address below:

**ABN AMRO Incorporated**  
**208 South LaSalle Street, Suite 401**  
**Chicago, IL 60604**  
**Attn: Mr. Douglas M. Bell**

Please do not hesitate to contact me at (800) 266-0266 should you have any questions regarding financing or need assistance with any of the financing documentation. Please contact Mark Havens at Johnson Controls, Inc. with any questions which do not relate to financing at (216) 587-0100.

Sincerely,

ABN AMRO INCORPORATED

*Douglas M. Bell / Mah*

Douglas M. Bell  
Managing Director

JOHNSON CONTROLS, INC.

*Mark Havens*

Mark Havens

Enclosures



**ADDENDUM NO. 1  
TO  
SCHEDULES A,D,G and H  
of the  
MASTER AGREEMENT  
Dated as of January 29, 1998  
Between  
Johnson Controls, Inc. and the City of Massillon, Ohio**

This Addendum No. 01 to Schedules A, D, G and H dated as of April 1, 1999 (the "Addendum") to that certain Master Agreement (including such exhibits and schedules attached thereto, collectively, the "Agreement") dated as of January 29, 1998 between Johnson Controls, Inc. ("JCI") and the City of Massillon, Ohio (the "Lessee").

WHEREAS, JCI and Lessee wish to amend the terms of the Agreement to provide for, among other things, the restructuring of the financing of the Equipment thereunder; and

WHEREAS, to provide for, among other things, the restructuring of the financing of the Equipment under the Agreement, the parties hereto are executing this Addendum.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Schedule A:** Schedule A of the Agreement is hereby amended to include additional equipment (the "Additional Equipment") as follows:

Equipment Description

<u>Loc.</u> <u>No.</u>	<u>Qty.</u>	<u>Mfr</u>	<u>Machine</u> <u>Type</u>	<u>Model/</u> <u>Feature No.</u>	<u>Serial</u> <u>No.</u>	<u>Description</u>	<u>New/</u> <u>Used</u>
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**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

Thereafter, in all places in the Agreement where the term "Equipment" is used, such term shall be deemed to include the Additional Equipment unless otherwise set forth.

2. **Schedule D:** (a) Section 1 of Schedule D to the Agreement is hereby deleted in its entirety and replaced and superceded with the following:

**"PAYMENT.** As payment for the Equipment and Services described in this Agreement, the Customer agrees to pay JCI or its assignee, beginning on May 15, 1999 and on the same day of each period indicated below during the term, the amounts as set forth below:

Period of Agreement	Original Monthly Payment	Addtl. Monthly Payment	Total	Annual Payment for Services
During the first year	\$9,311.49	\$708.61	\$10,020.10	
During the second year	\$9,311.49	\$708.61	\$10,020.10	
During the third year	\$9,311.49	\$708.61	\$10,020.10	
During the fourth year	\$9,311.49	\$708.61	\$10,020.10	
During the fifth year	\$9,311.49	\$708.61	\$10,020.10	
During the sixth year	\$9,311.49	\$708.61	\$10,020.10	
During the seventh year	\$9,311.49	\$708.61	\$10,020.10	
During the eighth year	\$9,311.49	\$708.61	\$10,020.10	
During the ninth year	\$9,311.49	\$708.61	\$10,020.10	
During the tenth year	\$9,311.49	\$708.61	\$10,020.10	

(b) Section 3 of Schedule D to the Agreement is deleted in its entirety and replaced and superceded with the following:

**"TERMINATION VALUE.** If this Agreement is terminated (other than by the default of the Customer), the Customer shall pay the Termination Value which shall be the Prepayment Amount (as defined herein), plus accrued and unpaid amounts then owed by Customer to JCI or its assigns under the Agreement plus any applicable tax due as a result of such prepayment and purchase. In the event that the date of termination falls on any anniversary of the first date upon which payment for the Equipment is due under Section 1 of this Schedule (an "Anniversary Date"), the Prepayment Amount shall be as set forth below plus any payment for Equipment due on the date of termination. In the event that the date of termination falls on a date other than an Anniversary Date, the Prepayment Amount shall be the total of (a) the Prepayment Amount as set forth below on the next Anniversary Date and (b) the applicable monthly payment(s) for the Equipment multiplied by the number of such applicable monthly payments due from and including the date of termination through and including the next Anniversary Date.

Period of Agreement	*Prepayment Amount For Equipment
On the first Anniversary Date	\$873,661.05
On the second Anniversary Date	\$794,466.37
On the third Anniversary Date	\$711,302.79
On the fourth Anniversary Date	\$623,971.43
On the fifth Anniversary Date	\$532,263.41
On the sixth Anniversary Date	\$435,959.38
On the seventh Anniversary Date	\$334,829.02
On the eighth Anniversary Date	\$228,630.46
On the ninth Anniversary Date	\$117,109.69
On the tenth Anniversary Date	\$0.00

\*This amount is exclusive of all late charges, accrued interest and payments due up to and including the date of the Prepayment."

3. **Schedule G:** (a) Paragraph 1 of Schedule G is hereby deleted in its entirety and replaced and superceded with the following:

"1. Commencement Date. The Commencement Date for the Equipment shall be September 15, 1998 and the Commencement Date for the Additional Equipment shall be May 15, 1999."

(b) Paragraph 2 of Schedule G is hereby deleted in its entirety and replaced and superceded with the following:

"2. Substantial Completion Date. The Substantial Completion Date for each of the Equipment and the Additional Equipment, respectively, shall be the date on which the Customer executes a Certificate of Substantial Completion in substantially the form set forth at paragraph 5 of this Schedule: JCI agrees to substantially complete all installation within 12 months from the Commencement Date for each of the Equipment and the Additional Equipment, respectively."

4. **Schedule H:** (a) Section 1 of Schedule H to the Agreement is hereby amended and supplemented by adding the following paragraph after the existing two (2) paragraphs:

"The Customer hereby acknowledges that it has undertaken reasonable efforts to determine whether all of its computer hardware, software and/or equipment with computerized functions, which reads, produces or processes date data by input, output or otherwise ("Technology") used in its operations is able to correctly process date data from, into, and between the twentieth and twenty-first

centuries without material degradation in performance and without unusual intervention ("Date Capable"). To the extent necessary, Lessee has initiated efforts to make Technology Date Capable prior to the date that the failure to the Date Capable would adversely affect the operation thereof."

(b) Section 5 of Schedule H to the Agreement is hereby deleted and replaced and superceded as follows:

**"INTEREST.** Customer acknowledges that the Monthly Payments for Equipment include an interest component as follows:

Period of Agreement	Total Monthly Payment For Equipment	Total Annual Interest
During the first year	\$10,020.10	\$0.00
During the second year	\$10,020.10	\$46,185.16
During the third year	\$10,020.10	\$42,027.29
During the fourth year	\$10,020.10	\$37,635.97
During the fifth year	\$10,020.10	\$32,998.10
During the sixth year	\$10,020.10	\$28,099.83
During the seventh year	\$10,020.10	\$22,926.56
During the eighth year	\$10,020.10	\$17,462.83
During the ninth year	\$10,020.10	\$11,692.34
During the tenth year	\$10,020.10	\$5,597.86

The total payments for Additional Equipment contain \$0 of Capitalized Interest."

Customer agrees and acknowledges that, notwithstanding any other provision of the Agreement, in consideration of JCI's obligation to install the Equipment and provide a performance guaranty, interest on the Agreement accrues from and Customer's payment obligation shall commence on March 1, 1999 (the "Commencement Date"). Notwithstanding Section 4 of Schedule G (Commencement and Completion Schedule), Customer agrees and acknowledges that it has an unconditional obligation to commence payments on March 1, 1999 in accordance with Schedule D.

Customer agrees that it will take no action that would cause the interest component of the rental payments under the Agreement to be includable in gross income of the recipient for federal income tax purposes, and Customer will take all actions legally within its power necessary to ensure that the interest portion of such payments does not become includable in gross income of the recipient for federal income tax purposes. In furtherance of such covenant, Customer agrees and acknowledges, as of the Commencement Date, and pursuant to Section 148 of the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), and the regulations promulgated thereunder (the "Regulations"), that the undersigned authorized representative of Customer is familiar with the following facts and expectations, all of which he/she believes are reasonable and to the best of his/her knowledge and belief, there are no other facts or circumstances that would suggest such information is not reasonable; provided that with respect to

paragraphs (A) through (C) below, such expectations are based solely upon the representations and certifications made to Customer by JCI, and JCI hereby represents and certifies to Customer that the expectations set forth in paragraphs (A) through (C) below are true and correct.

- A. The proceeds of the Agreement together with the interest earnings thereon, are expected to be disbursed on the date hereof to pay JCI the cost of the Equipment referred to in the Agreement and to pay interest on the principal amount of the Agreement and to pay the cost of issuance of the Agreement.
- B. The Original Proceeds of the Agreement plus expected earnings do not exceed by more than five percent (5%) of the amount which Customer reasonably expects to be needed for the governmental purposes for which the Agreement was executed.
- C. No Proceeds of the Agreement shall be deposited in a reserve fund, replacement fund or sinking fund.
- D. The Equipment has not been and is not expected during the term of the Agreement to be sold or otherwise disposed of by Customer.
- E. The average maturity of the principal component of the Rental Payments does not exceed 120% of the average reasonably anticipated useful life of the Equipment.

5. Each party hereto shall execute and deliver all such further instruments and documents and take such actions as may reasonably be requested by the other party in order to fully carry out the intent and accomplish the purposes of the documents and the transactions contemplated thereby, including without limitation, any reasonable instruments or documents required by Lessee.

6. EXCEPT AS MODIFIED BY TERMS OF THIS ADDENDUM, THE AGREEMENT REMAINS IN FULL FORCE AND EFFECT, AND CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO OTHER MODIFICATION OR AMENDMENT OF THE AGREEMENT SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. THE AGREEMENT, AS AMENDED BY THIS ADDENDUM, REPLACES ANY AND ALL PRIOR AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this Addendum has been agreed to and executed this 27 day of APRIL, 1999.

Johnson Controls, Inc.  
("Lessor")

By: [Signature]  
Its AREA GENERAL MANAGER

The City of Massillon, Ohio  
("Lessee")

By: [Signature]  
Its [Signature]



# Exhibit A

## Equipment Description

Location No.	Qty	Mf.	Machine Type	Model/Feature No.	Serial No.	Description	New/Used
Waste Water	2	Bell & Gossett	Pump	143 TB	N/A	1 HP	New
Waste Water	1	Bell & Gossett	Pump	1510-3AB	N/A	2 HP	New
Waste Water	1	Bell & Gossett	Pump	N/A	N/A	¾ HP	New
Waste Water	5	N/A	Valves	N/A	N/A	6"	New
Waste Water	2	N/A	Valves	N/A	N/A	5"	New
Waste Water	3	N/A	Valves	N/A	N/A	4"	New
Waste Water	2	N/A	Valves	N/A	N/A	5" Check	New
City Garage	10	Dalton	Controls	N/A	N/A	Door Safety	New
Waste Water	1	N/A	Chemical Treatment	N/A	N/A	Chemical Treatment	New
Waste Water	1	Aqua American	Water Softener	168/4601	N/A	45,000 Gallons	New
Waste Water	7	N/A	Metal Halide	N/A	N/A	1000 Watts	New
Waste Water	1	N/A	Metal Halide	N/A	N/A	250 Watts	New
City Hall	1	N/A	Chiller	N/A	N/A	Chiller Repair	New
City Hall	1	N/A	Air Handlers	N/A	N/A	Air Balancing	New
Waste Water	1	JCI	Energy Management	N/A	N/A	Control Payments	New

Location No. 1

Location No. 2

Location No. 3

Location No. 4

JCI:

Initials

Customer:

Initials

**OPINION OF COUNSEL**

**(municipal)**

**(Please furnish on Attorney's letterhead and address to Johnson Controls, Inc.)**

Gentlemen:

As counsel for City of Massillon, OH ("Customer"), I have examined duly executed originals of the Addendum No. 01 to Schedules A, D, G and H dated as of April 1, 1999 (the "Addendum") to that certain Master Agreement (including such exhibits and schedules attached thereto, (the "Master Agreement": the Addendum and the Master Agreement shall hereunder be referred to as the "Lease") dated as of January 29, 1998, between Customer and Johnson Controls, Inc. and the proceedings taken by the Customer to authorize and execute the Lease. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

- (a) The Customer is a duly created and validly existing state or subdivision or agency of the State of Ohio and is authorized by the Constitution and laws of that state to enter into the transactions contemplated by the Lease and carry out its obligations thereunder;
- (b) The Lease has been duly authorized, executed and delivered by Customer pursuant to Constitutional, statutory, and/or home rule provision which authorizes this transaction in accordance with its terms and conditions, and the Lease is a legal, valid and binding obligation on behalf of the Customer, enforceable in accordance with its terms and conditions;
- (c) The signature of the official(s) which appears on the Lease and attached documents is true and genuine and that individual holds the office set forth below his/her name;
- (d) No approval, consent of, giving notice to, registration with, or withholding of objection is required from, any governmental authority with respect to the entering into or performance by Customer of the Lease or the transactions contemplated thereby, or if any such approval is required it has been obtained;
- (e) The entering into and performance of the Lease will not violate any judgement, order, law, energy savings legislation or regulation applicable to Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Customer or on the Equipment subject to the Lease pursuant to any instrument to which the Customer is a party or by which it or its assets may be bound;
- (f) There are no actions, suits or proceedings pending or, to our knowledge, threatened against or affecting Customer in any court or before any governmental commission, board or authority which, if adversely determined, will have a material adverse effect on the ability of Customer to perform its obligations under the Lease;
- (g) The Equipment subject to the Lease is personal property and when subjected to use by the Customer, will not be or become fixtures under the laws of the state where the Equipment is located;
- (h) The Customer has complied with all public bidding requirements and energy savings legislation applicable to this transaction; and
- (i) To the best of my knowledge, all representations made by the Customer in the Lease are true and accurate as of this date.

This opinion is issued for the benefit of, and may be relied upon by Johnson Controls Inc. or its assignees and special tax counsel, if any, retained in connection with this transaction.

---

Signature of Counsel for Customer)

## CERTIFICATE OF ACCEPTANCE

The undersigned acknowledges receipt of the equipment described in the attached Schedule A-1 from Johnson Controls, Inc., acknowledges substantial completion of the installation of the foregoing Equipment for operation on the premises of the undersigned, accepts said Equipment and agrees to make payments thereon in accordance with the Addendum No. 01 to Schedules A, D, G and H dated as of April 1, 1999 (the "Addendum") to that certain Master Agreement (including such exhibits and schedules attached thereto, collectively, the "Agreement") dated as of January 29, 1998, between Johnson Controls, Inc. and the undersigned.

112 monthly payments of \$10,020.10 each will be due and payable beginning with the payment due on the fifteenth day of May, 1999, and will be due on the fifteenth day of each month thereafter until paid in full in accordance with the terms of the Addendum.

Dated \_\_\_\_\_, 1999

**CUSTOMER: CITY OF MASSILLON, OH**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Safety and Services: \_\_\_\_\_

Law Department: \_\_\_\_\_

Board of Control: \_\_\_\_\_

Auditor: \_\_\_\_\_

### MUNICIPAL CERTIFICATE

Re: Addendum No. 01 to Schedules A, D, G and H dated as of April 1, 1999 (the "Addendum") to that certain Master Agreement (including such exhibits and schedules attached thereto, (collectively, the "Agreement") dated as of January 29, 1998, between Johnson Controls, Inc. ("JCI"), and City of Massillon, OH ("Customer"), as Lessee.

I, the undersigned, the duly appointed, qualified and acting \_\_\_\_\_ (Clerk or Secretary) of the above-captioned Customer do hereby certify this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, as follows:

1. Customer did at a \_\_\_\_\_ (regular or special) meeting of the governing body of the Customer held \_\_\_\_\_, 19\_\_\_\_, motion duly made seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Addendum and all instruments ancillary to any of the foregoing (collectively, the "Lease") on its behalf by the following named representative of the Customer, to wit.

Name of person signing documents	Title	Signature
----------------------------------	-------	-----------

2. The above-named representative of the Customer held at the time of such authorization and holds at the present time the office set forth above.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a default (as described in the Agreement) exists as the date hereof.
4. All insurance required in accordance with the Agreement is currently maintained by the Customer.
5. Customer has in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the lease payments scheduled to come due during the current budget year and to meet its other obligations under the Lease and the Addendum and such funds have not been expended for other purposes.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Customer the day and year first above written.

By: \_\_\_\_\_  
Signature of Clerk or Secretary  
(other than person signing documents)

\_\_\_\_\_  
(Typewritten name of Clerk or Secretary above)

(SEAL)

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_

## INSURANCE COVERAGE REQUIREMENTS

In accordance with Section 9 of the Master Agreement Number M98103, dated January 29, 1998 (the "Lease") between Johnson Controls, Inc. ("JCI") and City of Massillon, OH ("Customer") and in connection with the Additional Equipment described in Addendum No. 01 to Schedules A, D, G and H dated as of April 1, 1999 (the "Addendum") to the Lease, please initial and complete the appropriate section below:

1. ☐ We have instructed the insurance agent named below (please fill in agency name, address and policy information):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Policy #: \_\_\_\_\_ Expires: \_\_\_\_\_

to issue:

- a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance naming Johnson Controls, Inc. and/or its assigns as Loss Payee, and
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Johnson Controls, Inc. and/or its assigns as an additional insured.

OR

2. ☐ We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of statute authorizing this form of insurance.

OR

3. ☐ Proof of insurance coverage in the form described in paragraphs 1 or 2 above will be provided to you prior to the time that the Equipment is delivered to us.

**CUSTOMER: CITY OF MASSILLON, OH**

By: \_\_\_\_\_ / \_\_\_\_\_ /19 \_\_\_\_\_  
Authorized Official Title Date

Form **8038-G**

(Rev. May 1995)

Department of the Treasury  
Internal Revenue Service

## Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

(Note: Use Form 8038-GC if the issue price is under \$100,000.)

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>CITY OF MASSILLON, OH</b>	2 Issuer's employer identification number
3 Number and street (or P.O. box if mail is not delivered to street address) <b>ONE JAMES DUNCAN PLAZA</b>	Room/suite
4 Report number <b>G19 99 -</b>	
5 City, town, or post office, state, and ZIP code <b>MASSILLON, OH 44646</b>	6 Date of issue
7 Name of issue <b>CITY OF MASSILLON, OH</b>	8 CUSIP number

**Part II Type of Issue (check applicable box(es) and enter the issue price)**

9 <input type="checkbox"/> Education (attach schedule—see instructions)	9 \$
10 <input type="checkbox"/> Health and hospital (attach schedule—see instructions)	10
11 <input type="checkbox"/> Transportation	11
12 <input type="checkbox"/> Public safety	12
13 <input type="checkbox"/> Environment (including sewage bonds)	13
14 <input type="checkbox"/> Housing	14
15 <input type="checkbox"/> Utilities	15
16 <input checked="" type="checkbox"/> Other. Describe (see instructions) ► <b>ENERGY MANAGEMENT SYSTEMS</b>	16 <b>\$59,401.90</b>
17 If obligations are tax or other revenue anticipation bonds, check box ► <input type="checkbox"/>	
18 If obligations are in the form of a lease or installment sale, check box ► <input type="checkbox"/>	

**Part III Description of Obligations**

	(a) Maturity date	(b) Interest rate	(c) Issue price	(d) Stated redemption price at maturity	(e) Weighted average maturity	(f) Yield	(g) Net interest cost
19 Final maturity.	N/A	N/A %	N/A	N/A			
20 Entire issue			\$59,401.90	N/A	10 years	6.49 %	6.49 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

21 Proceeds used for accrued interest	21	N/A
22 Issue price of entire issue (enter amount from line 20, column (c))	22	N/A
23 Proceeds used for bond issuance costs (including underwriters' discount)	23	N/A
24 Proceeds used for credit enhancement	24	N/A
25 Proceeds allocated to reasonably required reserve or replacement fund	25	N/A
26 Proceeds used to currently refund prior issues	26	N/A
27 Proceeds used to advance refund prior issues	27	N/A
28 Total (add lines 23 through 27)	28	N/A
29 Nonrefunding proceeds of the issue (subtract line 28 from line 22 and enter amount here)	29	N/A

**Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)**

30 Enter the remaining weighted average maturity of the bonds to be currently refunded	30	N/A	years
31 Enter the remaining weighted average maturity of the bonds to be advance refunded	31	N/A	years
32 Enter the last date on which the refunded bonds will be called	32	N/A	
33 Enter the date(s) the refunded bonds were issued	33	N/A	

**Part VI Miscellaneous**

34 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	34	N/A
35 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(III) (small issuer exception)	35	N/A
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	N/A
b Enter the final maturity date of the guaranteed investment contract		
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	N/A
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer <b>N/A</b> and the date of the issue <b>N/A</b>		
38 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
39 If the issuer has identified a hedge, check box <input type="checkbox"/>		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Please  
Sign  
Here**

Signature of issuer's authorized representative

Date

Type or print name and title

For Paperwork Reduction Act Notice, see page 1 of the instructions.

Cat. No. 63773S

Form 8038-G (Rev. 5-95)



Printed on recycled paper



STATE OF OHIO - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)  City of Massillon, OH  One James Duncan Place  Massillon, OH 44646</p>	<p>2 Secured Party(ies) and Address(es)  Johnson Controls, Inc.  507 E. Michigan Street  Milwaukee, WI 53202</p>	<p>3 For Filing Officer  (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:  See Attached Schedule A.</p>		<p>5. Assignee(s) of Secured Party and Address(es)  ABN AMRO Incorporated  208 S. LaSalle Street  4th Floor Leasing  Chicago, IL 60604</p>

Check ☒ if covered: ☐ Products of Collateral are also covered

No. of additional sheets presented:

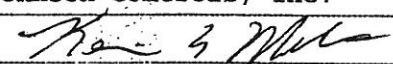
Filed with

City of Massillon, OH

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Johnson Controls, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By:   
Signature(s) of Secured Party(ies)

DEBTOR COPY

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

*This form of financing statement is  
approved by the Secretary of State*

Revised, Eff. 1/1/79

STATE OF OHIO - UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and Address(es)  City of Massillon, OH  One James Duncan Place  Massillon, OH 44646</p>	<p>2 Secured Party(ies) and Address(es)  Johnson Controls, Inc.  507 E. Michigan Street  Milwaukee, WI 53202</p>	<p>3 For Filing Officer  (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property:   See Attached Schedule A.   This Financing Statement is to be filed in the Real Estate records. This is a fixture filing. It covers the above goods (property) which are or are to become fixtures on the real estate described in Schedule B hereto.</p>		<p>5 Assignee(s) of Secured Party and Address(es)  ABN AMRO Incorporated  208 S. LaSalle Street  4th Floor Leasing  Chicago, IL 60604</p>

Check ☒ if covered: ☐ Products of Collateral are also covered

No. of additional sheets presented:

Filed with

City of Massillon, OH

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

Johnson Controls, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By:   
Signature(s) of Secured Party(ies)

DEBTOR COPY

STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
approved by the Secretary of State

Revised, Eff. 1/1/79

## Change Order No. 1

Project : Comprehensive Energy Savings Project

Contractor: Johnson Controls Inc.

### Description of Additional Work To Be Performed

<b>Additional Roof Work:</b>			
Infrared Testing on the Fire Station No. 1 & City Service Garage Roofs	Lump Sum	\$2,799.36	
Removal and Replacement of the Saturated Insulation of the Fire Station No. 1 and the City Service Garage Roofs	Lump Sum	\$23,669.28	
Removal and Replacement of the Facia System at the City Service Garage	Lump Sum	\$13,138.20	
<b>Sub Total for the Additional Roof Work</b>		<b>\$39,606.84</b>	

<b>Additional Pump and Valve Work:</b>			
<b>Pumps:</b>			
2 - Bell & Gossett 143TB, 1HP, 1750RPM Pump	Lump Sum	\$7,311.00	
1 - Bell & Gossett 1510-3AB, 6", 2HP, 1750RPM Pump			
1 - Bell & Gossett in line, 3/4HP, 1750RPM Pump			
<b>Valves:</b>			
5 - 6" Isolation Valves	Lump Sum	\$13,209.00	
2 - 5" Isolation Valves			
3 - 4" Isolation Valves			
2 - 5" Check Valves			
<b>Sub Total for the Additional Pump and Valve Work</b>		<b>\$20,520.00</b>	

### Summary

Sub Total for the Additional Roof Work	\$39,606.84
Less Roofing Contingency (see contract agreement)	\$25,000.00
Balance Of Additional Roofing Work	<u>\$14,606.84</u>
 Sub Total for the Additional Pump and Valve Work	 \$20,520.00
 Sub Total of Additional Work	 \$35,126.84
Original Contract Amount	\$836,324.00
Previous Change Order Amounts	\$0.00
Revised Contract Amount	<u>\$871,450.84</u>

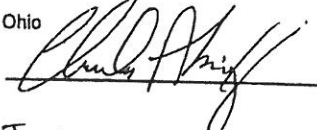
NOTE: The Revised Contract Amount Shown above will be financed by the method spelled out in the contract agreement unless otherwise noted herein. Said Municipal Lease is to be paid out of the Following accounts 2101.610.2333 and 1100.410.2530

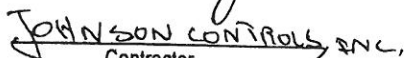
Passed by the Board of Control at a meeting held on 5/5/98

  
Secretary

  
Chairman

City of Massillon, Ohio



  
Contractor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

By: CHARLES S. ARIAD / PROJECT MANAGER.  
Name & Title

November 17, 1998

A Board of Control meeting was held on this date in the Mayor's office with Mayor Cicchinelli, Safety-Service Director Climer and Secretary Benekos present.

Mayor Cicchinelli made a motion, seconded by Director Climer and unanimously passed authorizing Change Order No. 3 on the Comprehensive Energy Savings Project with Johnson Controls, Inc., 9797 Midwest Avenue, Cleveland, Ohio 44125-2498, as follows:

Description of Additional Work to be Performed		
Item Description		Cost
Reclaim Chiller No. 1 & 2, Locate and Repair Leaks, Recharge, Startup and adjust circuit as Needed		\$2,409.00
Add 3 input sensors to the existing Digester/Boiler FMS System, All Wiring to Code and in Conduit w/Fire stops. Startup and ensure the logical operation.		\$8,772.00
Revised Lighting in the Filter Building at the WWTP		\$14,718.00

Description of Work to be Deleted		
Item Description		Cost
Non Performance of the Filter Building Lighting as shown in Change Order No. 2 at the WWTP		\$9,594.00

**Summary**

Original Contract Amount	\$836,324.00
Previous Additions	\$117,675.84
Previous Deletions	<u>\$ 74,578.94</u>
Sub Total	\$879,420.90

Sub Total of Additional Work	\$ 25,899.00
------------------------------	--------------

Sub Total of Deleted Work	<u>\$ 9,594.00</u>
New Revised Contract Amount	\$895,725.90

Note: The total revised contract amount is to be financed by the method spelled out in the contract agreement unless otherwise noted herein. Said Municipal Lease is to be paid out of the following accounts:

2101.610.2333	-	Energy Savings Lease
1100.410.2530	-	Energy Savings Lease

Said contract was originally awarded per Board of Control meeting of March 3, 1998 in accordance with Ordinance No. 147-1997 of August 4, 1997.

No further business appearing on this matter, this portion of the meeting adjourned.

  
Secretary

  
Chairman

A Board of Control meeting was held on this date in the Mayor's office with Mayor Cicchinelli, Safety-Service Director Climer and Secretary Benekos present.

Director Climer made a motion, seconded by Mayor Cicchinelli and unanimously passed authorizing Change Order No. 2 on the Comprehensive Energy Savings Project with Johnson Controls Inc., 9797 Midwest Avenue, Cleveland, Ohio 44125-2498 as follows:

Per a meeting held with Johnson Controls Inc., a discussion of the amount that the City of Massillon would be credited for the nonperformance of the weir replacement for the Aeration Basin Modification at the Waste Water Treatment Plant was determined to be \$49,578.94.

Since this meeting Johnson Controls has had the opportunity to assess various municipal Buildings. The City has decided upon the following items instead of performing said motor replacement.

#### City Service Garage

1) Installation of ten (10) Garage Door Openers with "up/down/stop" controls and pneumatic safety bottom edge on ten (10) garage doors. Including the electric power and push bottom controls on two (2) separate electrical circuits, one (1) on the east doors and one (1) on the west doors in ½ " conduit and also safety circuits wiring for each of the ten (10) doors.

\$12,000.00

#### Waste Water Treatment Plant

2) Installation and furnish the materials for a complete installation of a chemical feed treatment system to add on to the new boilers for the digester heating.

\$ 3,356.00

3) Installation and furnish the materials for a complete installation of a Aqua American Model # 168/4601-45,000 Gal. Grain water softener system add on to the new boilers for the digester heating.

\$ 1,846.00

4) Installation and furnish the materials for a complete installation of new lighting in the filter building: Install seven (7) new 1000 watts Metal Halide and one (1) 250 Watts Metal Halide over the main floor, recipe and install new service with a new box relocated away from the damp location and in the electrical switchgear room.

\$ 9,594.00

#### Municipal Administration and Justice Center

5) Installation and furnish the materials for a complete replacement and or repair of:

- electrical & compressor access latches on both chillers
- adjust & align condenser fan motor belts on both chillers
- acid clean & pressure wash condenser coils on both chillers
- clean electrical motor cabinets on both chillers
- (i.e. wire, associated connectors, fuses, fuse box etc.)

Replace condenser fan motor on chiller number 1 check new amp draw and verify the proper operation.

Leak check chiller number 1, reclaim circuit charge, repair leaks if found, remove and replace defective compressor and dryers, vacuum system of contaminants, recharge circuit with Freon, start-up, balance system charge and verify the proper operation.

Locate all Freon leaks on chiller number 1 circuit number 2, reclaim circuit.

Charge, repair leaks, vacuum system of contaminants, recharge circuit with Freon, start-up, balance system charge and verify the proper operation.

One year parts and labor.

\$17,860.00

6) Labor and material for complete testing and balancing of all supply air systems for heating, ventilating and cooling systems to achieve the original design requirements. Changes the original design if needed will be made upon the authorization of the City of Massillon. Provide the written report of balancing of the system. One year parts and labor.

\$12,893.00

Continuation of Board of Control meeting of August 4, 1998 (Johnson Controls, Inc. Change Order 2)

**Subtotal**

City Service Garage	\$ 12,000.00
Waste Water Treatment Plant	\$ 14,796.00
Municipal Administration and Justice Center	\$ 30,753.00
<b>Total Additions</b>	<b>\$ 57,549.00</b>
<b>Total Deletions</b>	<b>\$ 49,578.94</b>
<b>Total of Additional Work</b>	<b>\$ 7,970.06</b>
<b>ORIGINAL CONTRACT AMOUNT</b>	<b>\$836,323.00</b>
<b>PREVIOUS CONTRACT ADDITIONS</b>	<b>35,126.84</b>
<b>CHANGE ORDER NO. 2</b>	<b>7,970.06</b>
<b>REVISED CONTRACT AMOUNT</b>	<b>\$879,419.90</b>

The revised contract amount shown above is to be financed by the method spelled out in the agreement unless otherwise noted herein. Said municipal lease is to be paid out of the following accounts:

2101.610.2333	-	Energy Savings Lease
1100.410.2530	-	Energy Savings Lease

Said Contract was originally awarded per Board of Control meeting of March 3, 1998 in accordance with Ordinance No. 147-1997 of August 4, 1997.

No further business appearing on this matter, this portion of the meeting was adjourned.

Tamara J. Banks  
Secretary

Francis Hutchinson  
Chairman

\*\*\*



DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 93 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement with URS Greiner Woodward Clyde for a traffic study of S.R. 241 and 17<sup>th</sup> Street S.W. and S.R. 241 and 9<sup>th</sup> Street S.W., 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 an agreement with URS Greiner Woodward Clyde for a traffic study of S.R. 241 and 17<sup>th</sup> Street S.W. and S.R. 241 and 9<sup>th</sup> Street S.W. The cost of said contract shall not exceed Seven Thousand Five Hundred Dollars (\$ 7,500.00).

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 amount of traffic for future development within the area. 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 \_\_\_\_\_ 1999

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

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: May 17, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 94 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Fothergill/Belmont Project Fund, WWT Plant Upgrade Fund, General Fund and the Muni Motor Vehicle License Plate Tax Fund, for the year 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:

There be and hereby is appropriated from the unappropriated balance of the Fothergill/Belmont Project Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$2,055,165.00 to an account entitled "Fothergill/Belmont Project" 1420.610.2510  
\$ 7,193.08 to an account entitled "Services/Contracts" 1420.610.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the WWT Plant Upgrade Fund for the year ending December 31, 1999, the following:

\$1,215,500.00 to an account entitled "WWTP Plant Upgrade Project" 1421.610.2510  
\$ 4,254.25 to an account entitled "Services/Contracts" 1421.610.2392

Section 3:

There be and hereby is appropriated from the unappropriated balance of the General Fund for the year ending December 31, 1999, the following:

\$1,412.39 to an account entitled "MCSD Revenue Sharing" 1100.210.2721  
\$ 7,500.00 to an account entitled "Services/Contracts" 1100.435.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Muni-Motor Vehicle License Plate Tax Fund for the year ending December 31, 1999, the following:

\$40,000.00 to an account entitled "Street Resurfacing" 1206.435.2511

Section 5:

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

ATTEST: \_\_\_\_\_

SHARON HOWELL, CLERK OF COUNCIL

\_\_\_\_\_ DENNIS D. HARWIG, PRESIDENT

APPROVED: \_\_\_\_\_

\_\_\_\_\_ FRANCIS H. CICCHINELLI, JR, MAYOR