

## AGENDA

DATE: JUNE 21, 1999  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

1. ROLL CALL
2. INVOCATION - COUNCILMAN JAMES ROHR
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA

A). MR. GEORGE NIARCHOS AND MR. DAVID MC CUNE TO GIVE A STATUS REPORT OF THE ESOP OF THE MASSILLON WASHINGTON STEEL PLANT.

### 6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 110 - 1999      BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

GM ✓  
(JH) 157  
AN ORDINANCE vacating a portion of a certain public alley, and declaring an emergency.

ORDINANCE NO. 111- 1999      BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

GM ✓  
(JH) 157  
AN ORDINANCE vacating a portion of a certain public alley, and declaring an emergency.

ORDINANCE NO. 112- 1999      BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

GM ✓  
(JH) 157  
AN ORDINANCE vacating a portion of a certain public alley, and declaring an emergency.

ORDINANCE NO. 113- 1999      BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

file ✓  
157  
AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the State of Ohio Department of Transportation for the Canal View Streetscape project known as STA-241-8.91, and declaring an emergency.

ORDINANCE NO. 114 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

file ✓  
P  
AN ORDINANCE authorizing and directing the director of Public Service and Safety to enter into a Grant Agreement with the Ohio Department of Development for funding of the NEOCOM I Industrial park, and declaring an emergency.

ORDINANCE NO. 115 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

JH ✓  
P  
AN ORDINANCE accepting the Final Plat and dedication of various streets for University Village Phase 3 in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

ORDINANCE NO. 116 - 1999      BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

UP  
AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety to enter into a contract agreement with the Joe Sparma Community Center to assist in renovation of the agency's facility through renovation of the gymnasium area, and declaring an emergency.

June 21, 1999

**ORDINANCE NO. 117 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

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

**ORDINANCE NO. 118 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

1st P.H. Aug. 2, 1999 - 7:45pm Ferris - Produce  
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-1 Local business, and declaring an emergency.

**ORDINANCE NO. 119 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

file P AN ORDINANCE accepting an application for annexation for territory to the City of Massillon, Ohio, declaring an emergency. Hillis & Dales Road Area.

LM - Change addresses to NE from NW.  
**ORDINANCE NO. 120 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

P AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety to enter into an agreement with M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, providing for the adoption of a project which will establish a new facility and create employment opportunities within the City of Massillon Enterprise Zone, and declaring an emergency.

**ORDINANCE NO. 121 - 1999 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

P AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract with Reliable Heating & Cooling, for the sale of land known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 located at 515 26<sup>th</sup> Street S.E. 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.

**ORDINANCE NO. 122 - 1999 BY: FINANCE COMMITTEE**

P AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract agreement with Miller Elevator Service Co., for elevator maintenance in the United Bank Building and declaring an emergency.

**ORDINANCE NO. 123 - 1999 BY: FINANCE COMMITTEE**

P AN ORDINANCE establishing a fund entitled "OPWC Harsh Avenue Project Fund", and declaring an emergency.

**ORDINANCE NO. 124 - 1999 BY: FINANCE COMMITTEE**

P AN ORDINANCE making certain transfers in the 1999 appropriation from within the Sewer O & M fund to Wastewater Treatment Fund, of the City of Massillon, Ohio, and declaring an emergency.



JUNE 21, 1999

**ORDINANCE NO. 125- 1999    BY: FINANCE COMMITTEE**

*P*  
**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Community Development Block Grant Program Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, and declaring an emergency.

**ORDINANCE NO. 126 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM.**

*file P* ✓ **AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an Estoppel Certificate and to enter into a Subordination, Non-Disturbance and Attornment Agreement and a Subordination Agreement with Star Bank, NA, and declaring an emergency. *Canal View Project*

**RESOLUTION NO. 3 - 1999    BY: FINANCE COMMITTEE**

*P* **A RESOLUTION** designating public depositories and awarding public monies, and declaring an emergency.

**RESOLUTION NO. 4 - 1999    BY: FINANCE COMMITTEE**

*Lst* **A RESOLUTION** accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

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

- A). MAYOR SUBMITS MONTHLY REPORT FOR MAY - 1999
- B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR MAY - 1999
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR MAY - 1999
- D). TREASURER SUBMITS MONTHLY REPORT FOR MAY - 1999

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

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

*P* **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. *Holston-Barn*

**ORDINANCE NO. 82 - 1999    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 Tuscarawas Township to Massillon Zoning, and declaring an emergency. *Sippo Valley Tract*

JUNE 21, 1999

**14. THIRD READING ORDINANCES AND RESOLUTIONS**

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

*Table until 7/6/99*  
**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.

**15. SECOND READING ORDINANCES AND RESOLUTIONS**

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

*2<sup>nd</sup>*  
**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. *P.H. 7/19/99 @ 7:10 p.m. Golf Course Expansion*

**ORDINANCE NO. 98 - 1999    BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM**

*2<sup>nd</sup>*  
**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from R-1 Single Family Residential and R-2 Single Family Residential to R-T Two Family Residential, and declaring an emergency. *P.H. 7/19/99 @ 7:00 p.m. Cherry Road*

**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 TWO PUBLIC HEARINGS PRIOR TO TONIGHT MEETING**

**ORDINANCE NO. 81 - 1999 7:00P.M.**

**ORDINANCE NO. 82 - 1999 7:15 P.M.**



DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 110 - 1999

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of a certain public alley, 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 alley hereinafter described, a petition requesting that a portion thereinafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation 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 a 15 foot wide alley lying between Green Avenue S.W. and Walnut Road S.W. and running in a west/east direction between 9<sup>th</sup> Street S.W. and Euclid Street S.W., that portion of the alley from 9<sup>th</sup> Street S.W., easterly approximately 130 feet. This vacation plat is filed in the City Engineer's Office and was approved by the City Planning Commission on June 9<sup>th</sup>, 1999. The said vacation is hereby approved, adopted and confirmed.

Section 2:

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 that the alley is 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



ALLEY VACATION REQUEST

GREEN

AVE.

S.W.

41

9TH

S.W.

50

50

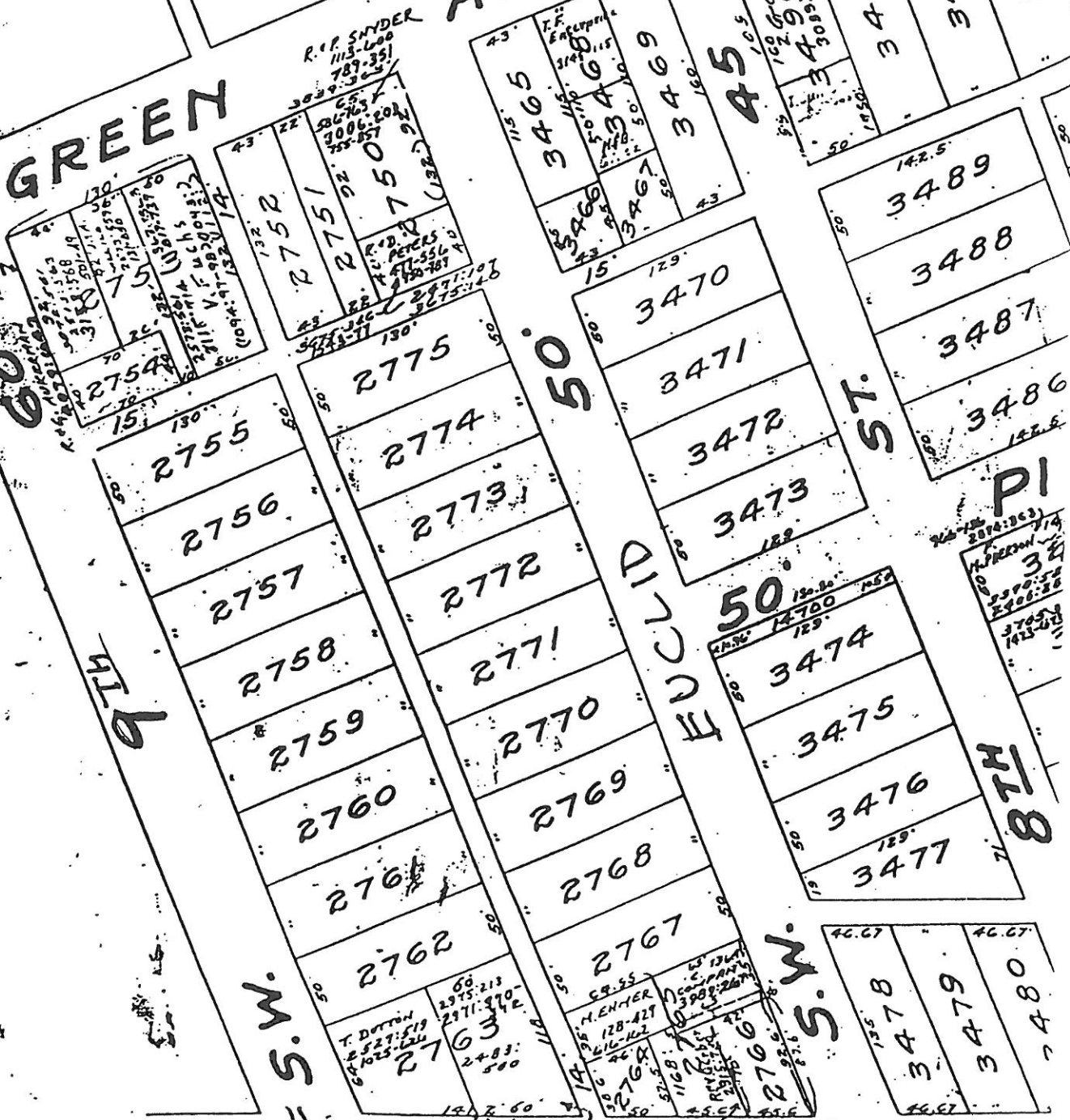
50

S.W.

8TH

60

WAI



DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 111 - 1999

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of a certain public alley, 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 alley hereinafter described, a petition requesting that a portion thereafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation 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 a 20 foot wide alley lying between Cherry Road, N.W. and Out Lot 83 and running in an east/west direction between Cliff Street, N.W. and Fourth Street, N.W. that portion of the alley beginning at the northwest corner of Lot No. 2963 approximately 117 feet easterly. This vacation plat is filed in the City Engineer's Office and was approved by the City Planning Commission on June 9<sup>th</sup>, 1999. The said vacation is hereby approved, adopted and confirmed.

Section 2:

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 that the alley is 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: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 112 - 1999

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of a certain public alley, 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 alley hereinafter described, a petition requesting that a portion thereinafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation 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 a 15 foot wide alley lying between Cliff Street N.W. and Fourth Street N.W., and running in a north/south direction between Cherry Road N.W. and Out Lot 83, that portion of the alley from the southeast corner of Lot No. 2963 and southwest corner of Lot No. 2964 approximately 80 feet northerly. This vacation plat is filed in the City Engineer's Office and was approved by the City Planning Commission on June 9<sup>th</sup>, 1999. The said vacation is hereby approved, adopted and confirmed.

Section 2:

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 that the alley is 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: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 113 - 1999

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement with the State of Ohio Department of Transportation for the STA-241-8.91, 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 the State of Ohio Department of Transportation for the known as STA-241-8.91

Section 2:

The City does hereby propose to cooperate with the director of Transportation in said improvement as follows: Consent is given by the City for the above improvement and furthermore, the City will assume and bear One Hundred Percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and the Federal Highway Administration.

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 reason that it is necessary to begin work on the Canal view STA-241-8.91 Project. 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

The public interest demands the improvement, under the provisions of Chapter 5521 Ohio Revised Code, of that part of State Route No. 241 situated in the City of Massillon in the County of Stark State of Ohio, and described as follows:

Street enhancement to include replacement of existing sidewalks, curbs, signals, signs, street lights, relocation of utilities, resurfacing and striping.

## SECTION II

The City does hereby propose to cooperate with the Director of Transportation in said improvement as follows:

Consent is given by the City for the above improvement and furthermore, the City will assume and bear One Hundred Percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and the Federal Highway Administration.

## SECTION III

The \_\_\_\_\_ is hereby empowered and directed on behalf of the City, to enter into agreements with the Director of Transportation necessary to complete the planning and construction of this improvement.

Thereupon, Mr. \_\_\_\_\_ seconded the said motion and upon the roll being called the result of the vote was as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ City of \_\_\_\_\_

\*\*\*\*\*

The State of Ohio, City of \_\_\_\_\_, office of the City Council.

This is to certify that the foregoing is a true and correct copy of the resolution passed by the City of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ and recorded in the Journal of said City in Vol. \_\_\_\_\_ at page \_\_\_\_\_ and under date of \_\_\_\_\_, 19\_\_\_\_.

(SEAL)

\_\_\_\_\_  
\_\_\_\_\_  
Title

\*\*\*\*\*

The foregoing is accepted as a basis for proceeding with the improvement herein described.

ATTEST \_\_\_\_\_ Date \_\_\_\_\_  
Director of Transportation

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 114 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a Grant Agreement with the Ohio Department of Development for funding of the NEOCOM I Industrial Park, 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 Grant Agreement with the Ohio Department of Development for funding of the NEOCOM I Industrial Park. Copy of said agreement is hereby attached.

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 the grant is necessary for the development of the NEOCOM I Industrial 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 \_\_\_\_\_ 1999

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

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

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, (the "Grantor") and **City of Massillon** (the "Grantee"), in respect of funds being used to construct 2,250 linear feet of industrial road and 1,000 linear feet of related sanitary sewer to serve NEOCOM Park I in the City of Massillon, Stark County, Ohio (hereinafter referred to as the "Project"). This Agreement shall have the ODOT Grant Control Number of ECDD 99-234.

## BACKGROUND INFORMATION

A. The Grantor desires to increase employment opportunities and improve the economic welfare of the people of the State of Ohio.

B. The Roadwork Development Fund was established by Amended Sub. H.B. 210 enacted by the 122nd General Assembly for the purpose of funding the design, upgrade, and/or construction of Public Roadways serving commercial or industrial economic development projects.

C. By the authority vested in it by Section 9 of Amended Sub. H.B. 210 of the 122nd General Assembly, the Grantor desires to induce Grantee to undertake and complete the Project that will retain or attract businesses for Ohio.

D. Funds in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) have been made available to the Grantor by Controlling Board Action No. 211, dated May 24, 1999.

## STATEMENT OF THE AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Grant of Funds. The Grantor hereby grants funds to the Grantee in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Funds"), for the sole and express purpose of undertaking and completing the Project. The Grantee shall undertake the Project as set forth in Exhibit I, "Scope of Work", which is attached hereto and made a part hereof. Grantee shall receive the Funds granted herein on a reimbursement basis upon submission to the Grantor and approval by the Grantor of proper invoices detailing expenditures already incurred by the Grantee in accordance with Exhibit I. The Grantor shall be the sole judge of the adequacy of such invoices.

2. Use of Funds. The Funds and any and all interest income shall be used solely for the stated purposes set forth in this Agreement and shall be supported by contracts, invoices, vouchers, paid receipts and other data as appropriate, evidencing the costs already incurred by the Grantee in performing the work set forth in Exhibit I. If the Funds and any and all interest income are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds and any and all interest income exceeds the eligible costs of the



Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. In the event that the Project does not become operational and/or is abandoned, all moneys paid by the Grantor to the Grantee under this Agreement shall be remitted to the Grantor by the Grantee within thirty (30) days after such event has occurred.

3. Accounting of Funds. The Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of the Grantee (the "Account"). The Grantee shall keep all records of the Account in a manner which is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, paid receipts and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement shall allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

4. Representations of the Grantor. The Grantor shall submit a description of the Project to be funded to the State of Ohio, Department of Transportation to ensure that funds are distributed in accordance with Article XII, Section 5a of the Ohio Constitution.

5. Competitive Bid Requirements. The Grantee shall comply with all applicable state and local competitive bidding requirements.

6. Highway Designation Requirements. If the Project involves a highway designated as United States or State Route under the jurisdiction of the State of Ohio, Department of Transportation and is outside the limit of a municipal corporation, then the Grantee shall submit, in writing, prior to undertaking any construction, a complete set of construction plans, specifications, and a construction time schedule to the State of Ohio, Department of Transportation for approval.

7. Project Completion. The Project shall be completed not later than November 24, 2000 (the "Project Completion Date"). If it is anticipated that the Grantee will not have completed the Project by the Project Completion Date, the Grantee must request an extension of time for the Project Completion Date within sixty (60) days before the Project Completion Date, unless otherwise agreed upon by the Grantor. It will be within the sole discretion of the Grantor to grant such extension of time.

8. Submission of Annual Progress Reports. The Grantee shall submit to the Grantor an Annual Employment Verification Report, as specified by the Grantor, detailing the progress of the Project, the number of employees who have been hired and retained by the company or companies that have benefited from this grant of funds. Such Annual Employment Verification Report shall be received by the Grantor no later than January 15th of each year. Failure of the Grantee to submit the Annual Employment Verification Report shall be cause for the Grantor to terminate this Agreement as set forth in Section 20 of this Agreement. All costs incurred by the Grantee in complying with the reporting requirements contained in this Agreement shall be borne by the Grantee and shall not be an allowable expense of the Funds.

9. Term of Agreement. The term of this Agreement (the "Term") shall be from the date of Controlling Board approval and shall expire three (3) years from the Project Completion Date (the "Expiration Date").

10. Final Closeout Report. Within forty-five days after the Expiration Date, the Grantee shall submit to the Grantor a Final Closeout Report detailing the results of the Project, the total number of full time employees hired and/or retained by the company or companies that have benefited from this grant of funds during the Term of the Agreement, and the total expenditure of the funds by the Grantee.

11. Contingency of the Grant of Funds. The grant of Funds shall be contingent upon the acquisition of funds from other financing sources. By executing this Agreement, the Grantee represents that sufficient funding, in addition to the Funds, has been obtained to complete the Project.

12. Job Creation and/or Retention. As a result of this grant of funds it is estimated that 29 jobs will be retained and 60 jobs will be created, as further set forth in Exhibit I.

13. Effect of Failure to Create and/or Retain Jobs. If the company or companies that have benefited from this grant of funds fail to retain and/or create at least ninety (90) percent of the total estimated full time jobs as stated in Exhibit I or fail to maintain the above-referenced employment levels during the Term of this Agreement for reasons other than Market Conditions, as defined in this Agreement, the Grantor, in its sole discretion, may require the Grantee to reimburse the Grantor in an amount equal to the ratio of the Funds to the total full time jobs to be created and/or retained hereunder, multiplied by the number of full time jobs which the company or companies have failed to create and/or retain. It is the sole option and responsibility of the Grantee to seek restitution or contribution from the participating company or companies.

14. Minority Hiring Requirement. Grantee shall make a good faith effort to hire minorities for the completion of the Project in the same percentage as the average percentage of minorities represented in the population and demographics of the county the Project is located and any contiguous Ohio counties.

15. Equal Employment Opportunity. The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. The Grantee shall ensure that applicants for employment are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work. Further, the Grantee agrees that it and any subcontractor shall comply with Ohio Administrative Code 5501-1-02, Appendix B, State Equal Employment Opportunity Covenant (For State Assisted Construction Contracts).

16. Prevailing Wage. In accordance with Ohio Revised Code Chapter 4115, construction projects involving moneys allocated from General Revenue Fund 195-629, Roadwork Development Program, may require the recipient of the funds to pay prevailing wage rates for workers involved in any construction activity on the Project. It shall be the responsibility of the Grantee to comply with all prevailing wage requirements. The Ohio Bureau of Employment Services, Wage and Hour Division will make all determinations on the requirements of paying prevailing wages. If the Ohio Bureau of Employment Services, Wage and Hour Division determines that prevailing wage rates are to be paid, then pursuant to Ohio Revised Code Section 4115.032, the Ohio Department of Development shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties, and responsibilities required by law of a Wage Coordinator. The parties agree that it is the responsibility and duty of the Grantee to comply with all prevailing wage requirements as set forth in the O.R.C. 4115 et.seq., and which may be lawfully imposed by the Prevailing Wage Coordinator.

17. Definition of Market Conditions. For the purposes of this Agreement, "Market Conditions" shall be determined by the Director of Development, with the advice from the Federal Reserve Bank of Cleveland. The Director of Development shall consider the following:

- a. Two consecutive quarters of decline in manufacturing employment in the State of Ohio as a whole or when possible by relevant manufacturing sector. Employment figures will be those reported by the Ohio Bureau of Employment Services.
- b. A decline, as a whole or by relevant sector, in twelve (12) of the last thirty-six (36) months as detailed in the Federal Reserve's national industrial production index.
- c. The performance of the relevant sector as reported in Standard & Poor's "Industry Surveys" or the "U.S. Industry & Trade Outlook".

18. Records, Access and Maintenance. The Grantee shall establish and maintain for at least three (3) years from the termination of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, and all other relevant information. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

19. Audits and Inspections. At any time during normal business hours upon written notice and as often as the Grantor may deem necessary, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

20. Termination. If, as determined by the Grantor, the Grantee has failed to perform satisfactorily any requirements of this Agreement, or if the Grantee is in violation of any provision of this Agreement, or any provisions of any other agreement entered into by and between the Grantor and/or the Director of the Grantor and the Grantee, or upon just cause, the Grantor may:

(a) Terminate the Agreement after providing the Grantee with written notice, in accordance with the notice provisions of this Agreement, (the "Notice"), of its failure to perform satisfactorily any requirement of this Agreement. The Notice shall provide the Grantee with a thirty (30) day period to cure any and all defaults under this Agreement. During the thirty day cure period, the Grantee shall incur only those obligations or expenditures in furtherance of the Project which are pre-approved by the Grantor, and which are necessary to enable the Grantee to achieve compliance as set forth in the Notice; or

(b) Immediately terminate the Agreement.

21. Effects of Termination. Within sixty (60) days after termination of this Agreement, the Grantee shall provide the Grantor with a Final Closeout Report setting forth the number of full time employees hired and/or retained by the company or companies that have benefitted from this grant of funds before the Agreement was terminated, the total expenditure of the Funds by the Grantee and the status of the Project at the time of termination. In addition, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor. Upon review of the Closeout Report, the Grantor shall determine whether or not the Grantee shall be required to return any portion of the Funds. This decision will be within the sole discretion of the Grantor on behalf of the State of Ohio. In no event shall the Grantee be required to return an amount in excess of the total Funds granted under this Agreement. Grounds for termination include, but are not limited to, outstanding liabilities and/or the falsification of information.

22. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

23. Conflict of Interest. No personnel of the Grantee, any subcontractor of the Grantee or public official, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.



24. Indemnification. To the extent permitted by law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities set forth in this Agreement. The Grantee shall reimburse the Grantor for any judgments which may be obtained against the Grantor, related to the performance of this Agreement including, but not limited to, judgments for infringements of patents or copyrights. The Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending against any such claims or legal actions if called upon by the Grantor to do so.

25. Certification of Funds. None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

26. Adherence to State and Federal Laws, Regulations. The Grantee agrees to comply with all applicable federal, state, and local laws related to the Grantee's performance of the obligations of this Agreement. The Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in the performance of the requirements of this Agreement.

27. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

28. Falsification of Information. The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000.00 and/or a term of imprisonment of not more than six months.

29. Miscellaneous.

a). Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

b). Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c). Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d). Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e). Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, or by a delivery service that can provide proof of mailing and receipt by both parties, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1). In case of the Grantor, to:

Deputy Director, Economic Development Division  
Ohio Department of Development  
P.O. Box 1001  
Columbus, Ohio 43216-1001

2). In case of the Grantee, to:

Francis H. Cicchinelli, Jr., Mayor  
City of Massillon  
One James Duncan Plaza  
Massillon, Ohio 44646  
FTI Number: 34-6001829

3). In the case of Prevailing Wage Coordinator to:

Prevailing Wage Coordinator  
Ohio Department of Development  
P. O. Box 1001  
Columbus, Ohio 43216-1001

f). Amendments or Modifications. Any party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms

of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g). Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h). Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i). Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the Grantor which shall not be unreasonably withheld.

j). Travel Expenses. If contemplated under this Agreement, the Grantee, its employees or agents, shall be reimbursed for travel expenses in amounts not to exceed the maximum rates as determined by Ohio Administrative Code Section 126-1-02.

k). Successor in Interest. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of not only the Grantee but to its respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be executed by their respective officers thereunto duly authorized on the last day and year set forth below.

GRANTEE:

City of Massillon

GRANTOR:

State of Ohio  
Department of Development

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

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

Date: \_\_\_\_\_

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

C. Lee Johnson  
Director

Date: \_\_\_\_\_

**EXHIBIT I**  
**SCOPE OF WORK**  
**CITY OF MASSILLON**

Controlling Board approved the release of \$150,000 from the Roadwork Development (629) Account to the City of Massillon in Stark County. The State assistance will be to construct 2,250 linear feet of industrial road and 1,000 linear feet of related sanitary sewer to serve NEOCOM Park I. Specifically, Ziegler Tire and Supply Company, Inc. will benefit from this road, as they will be building a new facility at a site that will be accessed by this new road.

As a result of the project and the State assistance provided to the project, an estimated 60 jobs will be created and 29 jobs will be retained to Ohio. Based on the estimated number of jobs to be created and retained, the average cost of State assistance is \$1685.00 per job.

The total company investment at the project site is \$9 million. The total amount of local assistance provided to the project is \$850,000 (the balance of the road and sewer extension), plus an Enterprise Zone tax exemption of 75% for 10 years on both the real and personal property. The \$150,000 in Roadwork Development (629) funds represents 15 percent of the eligible road and sewer costs estimated to be \$1,000,000. The Massillon Development Foundation will pay for the balance of the road and sewer costs.

The NEOCOM Park I is a 381-acre parcel of land located on the north side of Navarre Road, S.E., east of S.R. 21. The Massillon Development Foundation is proposing to develop this property as an industrial park. This project with Ziegler Tire and Supply will be the first new construction in this new industrial park; thus the installation of a new road will open additional acreage for development.

Ziegler Tire and Supply Company, Inc. has been in business in Ohio since 1919 and has grown to 17 locations in Ohio and Michigan. Due to a recent contract with Michelin to be a pioneer franchisee, the company needs to expand. They will be acquiring approximately 10 acres of land and constructing a new 105,000 square foot facility. This facility will allow for the expansion of Ziegler's truck tire retread business. In addition, Ziegler will use this new facility for its headquarters. Ziegler Tire and Supply Company, Inc. will be adding 60 new full-time employees as a result of this project and will retain 29 employees to Ohio. This expansion will allow Ziegler to increase the number of tires it can retread from 200 per day to 600 per day, and will utilize a new, state-of-the-art technology developed by Michelin.



DATE: June 21 16, 1999 CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 115 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat and dedication of various streets for University Village Phase 3 in the City of Massillon, Stark County, 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 Final Plat for University Village Phase 3 in the City of Massillon, Stark County, Ohio, presently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use of Ohio State Drive S.E.; Wright State Drive S.E.; Rio Grand Circle S.E. and portions of Bowling Green Drive S.E. and Urbana Avenue S.E. , be, and the same is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held May 12th, 1999. Also, the dedication of the description of University Village Phase 3 is as follows:

Being Known as Part of Out Lot 557, a 13.624 acre parcel located on the north side of Nave Road, S.E., between University Drive S.E. and Richville Drive. This plat creates a total of 33 residential lots: 12 lots zoned R-1 single Family Residential and 21 lots zoned R-T Two Family Residential, as well as the dedication of Ohio State Drive S.E.; Wright State Drive S.E.; Rio Grand Circle S.E. and portions of Bowling Green Drive S.E. and Urbana Avenue S.E.

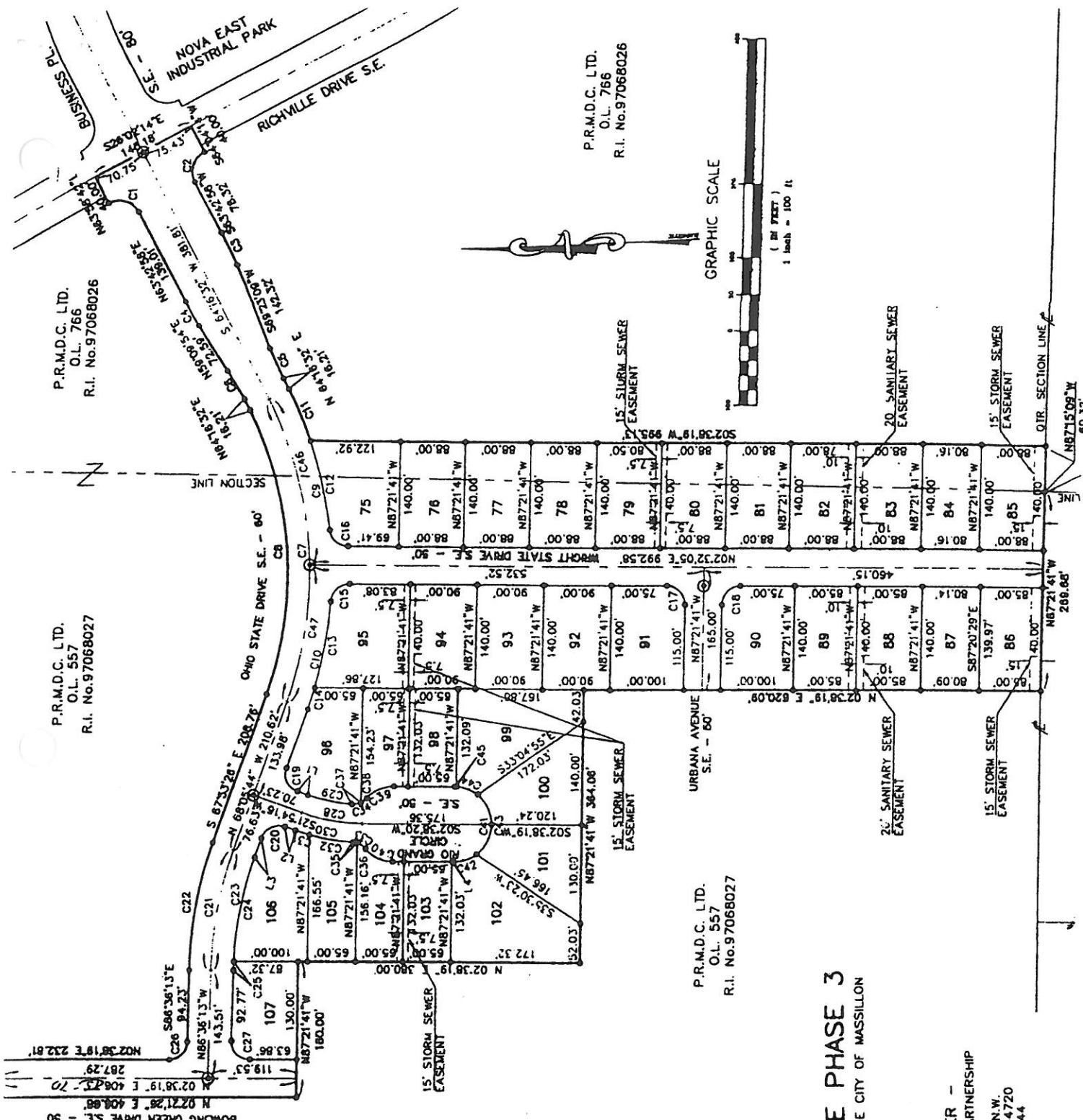
Section 2:

This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for 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 \_\_\_\_\_ 1999

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

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



P.R.M.D.C. LTD.  
O.L. 766  
R.I. No.97068026

P.R.M.D.C. LTD.  
O.L. 766  
R.I. No.97068026

P.R.M.D.C. LTD.  
O.L. 557  
R.I. No.97068027

P.R.M.D.C. LTD.  
O.L. 557  
R.I. No.97068027

# RECORD PLAT UNIVERSITY VILLAGE PHASE 3 LOCATED IN PART OF O.L. 557 IN THE CITY OF MASSILLON STARK COUNTY, OHIO

- OWNER/DEVELOPER -  
P.R.M.D.C. LTD., A LIMITED PARTNERSHIP  
C/O FRED TOBIN  
7694 STRAUSSER ST. N.W.  
NORTH CANTON, OHIO 44720  
PHONE 330-497-9744

# VICINITY MAP

NOT TO SCALE

O.L. 708  
BONKS PROPERTIES INC.  
RI No. 97049236  
30.89 AC.

D. & A. SHELTER TRUSTEES  
OR 1762-225  
11.03 AC.

HARVEY H. & LAURA J. ZIMMERMAN  
OR 1765-876  
10.0 AC.

ETHEL WHEELER  
DV 4210 PG 703  
0.746 AC.

DAVID RAPOVY  
0.80 AC.

D. & R. BRAID  
D.V. 3753 PG. 93  
1.67 AC.

O.L. 767  
D & D. WHIRKEY  
RI No. 97006233  
127.112 AC.

P.R.M.D.C. LTD.  
O.L. 557  
RI No. 97068027

P.R.M.D.C. LTD.  
O.L. 557  
RI No. 97068027

P.R.M.D.C. LTD.  
O.L. 766  
RI No. 97068026

O.L. 768  
FILTERS INC.  
RI No. 97006237  
5.008 AC.

O.L. 771  
OHIO EDISON CO.  
DV 2088 PG 429  
0.76 AC.

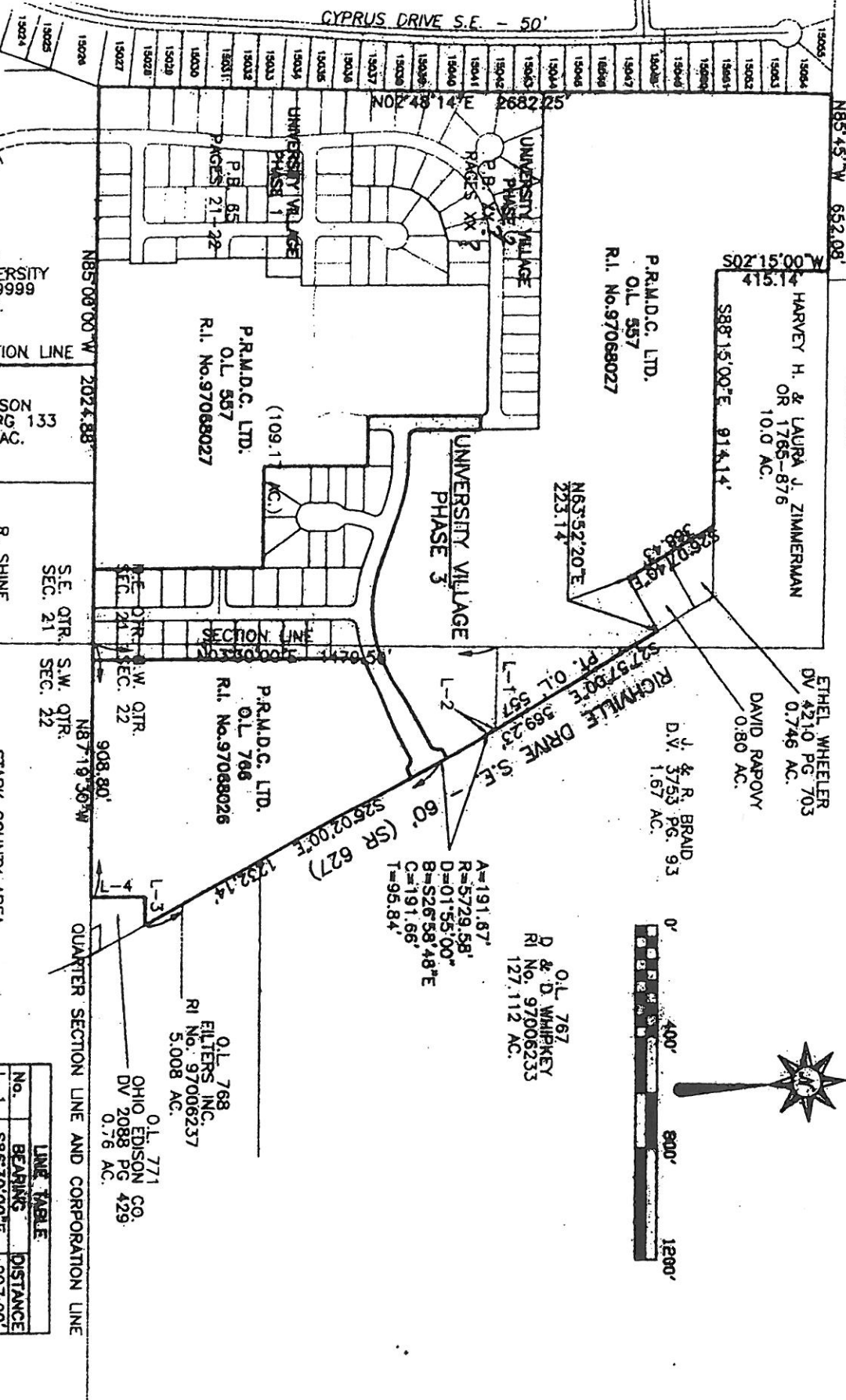
O.L. 737  
ASHLAND UNIVERSITY  
RI No. 97029999  
39.90 AC.

G.L. DAWSON  
DV 3823 PG 133  
9.927 AC.

R. SHINE  
OR 773 PG. 608  
11.273 AC.

STARK COUNTY AREA  
JOINT VOCATIONAL SCHOOL  
DV 3865 PG 741  
82.15 AC.

O.L. 738  
R. LOCKHART  
DEVELOPMENT CO.  
No. 9000121  
C.



S.E. QTR. SEC. 21  
S.W. QTR. SEC. 22

QUARTER SECTION LINE AND CORPORATION LINE

No.	BEARING	DISTANCE
L-1	S86°30'00"E	297.00'
L-2	S27°57'00"E	32.37'
L-3	N87°19'30"W	112.82'
L-4	S02°04'30"W	200.00'

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 116 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety to enter into a contract agreement with the Joe Sparma Community Center to assist in renovation of the agency's facility through renovation of the gymnasium area, 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 Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract agreement with the Joe Sparma Community Center to assist in renovation of the agency's facility through renovation of the gymnasium area. Total cost of said renovation shall not exceed One Hundred Thousand Dollars (\$100,000.00). These funds are part of the City's 1997 and 1998 Community Development Block Grant Program.

Section 2:

That 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 further reason that these services are needed to meet the goals and objectives of the City's 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 \_\_\_\_\_ 1999

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 117 - 1999

BY: COMMUNITY DEVELOPMENT AND ANNEXATION COMMITTEE

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

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

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

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

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

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

Section 1:

That this Council hereby authorizes and directs the Mayor to enter into an agreement with the Board of Stark County Commissioners and the City of Alliance, Ohio, to form a consortium for the purpose of becoming a participating jurisdiction eligible to receive Federal funds under the HOME Investment Partnership Program for Fiscal Years 2000 - 2002.

Section 2:

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

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

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

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

FY 1997 - 1999 CONSORTIUM AGREEMENT

BETWEEN STARK COUNTY AND

THE CITIES OF ALLIANCE AND MASSILLON

This Agreement is made between the COUNTY OF STARK, OHIO, hereinafter called the "County" and the Cities of Alliance, Ohio and Massillon, Ohio, hereinafter called the "Cities."

WHEREAS, the congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 (hereinafter called the "Act") which created the HOME Investment Partnerships (HOME) to provide funds to states and local governments for tenant-based assistance, acquisition, and low-cost rehabilitation, with the flexibility to decide what kind of housing assistance, or mix of housing assistance, is most appropriate for the local needs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) subsequently issued regulations set forth in 24 CFR Part 92 allowing units of general local government to enter into mutual cooperation agreements to form consortiums for the purpose of obtaining funding from the HOME program; and

WHEREAS, HOME's general purposes are 1) to expand the supply of decent and affordable housing, particularly rental housing, for low- and very low-income Americans; 2) to strengthen the abilities of State and local governments to design and implement strategies for achieving adequate supplies of decent, affordable housing; 3) to provide both financial and technical assistance to participating jurisdictions, including the development of model programs for affordable low-income housing; and 4) to extend and strengthen partnerships among all levels of government and the private sector, including for-profit and nonprofit organizations, in the production and operation of affordable housing; and

WHEREAS, the Cities and the County desire to enter into affordable housing development activities which are directed toward the above general purposes, and for that reason, wish to seek such federal funding as may be available to them pursuant to the Act; and

WHEREAS, the Act contemplates and encourages the joining together by agreement of contiguous communities into a consortium for the purpose of carrying out the objectives of the Act; and

WHEREAS, municipalities and counties in Ohio have authority under Section 307.15 of the Ohio Revised Code (ORC) to enter into agreements whereby a County undertakes, and is authorized by the contracting subdivision, to exercise any power, perform any function, or render any service, in behalf of the Cities which such Cities may exercise, perform or render; and

WHEREAS, the Cities and the County have agreed that it is in the best interest of carrying out the objectives of the Act within Stark County that the Cities and the County should join together in affordable housing development activities.

NOW, THEREFORE, in consideration of the matters set forth above and below, the parties agree as follows:

1. The county and the Cities hereby form a consortium to be known as the Stark County/Alliance/Massillon HOME Consortium hereinafter referred to as the "Consortium." That the Consortium shall apply for HOME program funding. The County and the Cities agree to cooperate to assist the Consortium and to cooperate in undertaking housing assistance activities for the HOME Investment Partnership Program.
2. The County shall be authorized and designated as the 'lead entity' and shall act in a representative capacity for both the County and the Cities for the purposes of this Agreement and to implement the consortium's HOME program.
3. The County, as the lead entity, will assume overall responsibility for ensuring that the Consortium's HOME program is carried out in compliance with the requirements of the program, including the requirements related to the Consolidated Plan. The requirements of the HOME program are set forth in 24 CFR Part 92.
4. The County, in cooperation with the Cities, shall prepare and submit on behalf of the Consortium, program descriptions and the required certifications to the Secretary of Housing and Urban Development for HOME funds under the terms of the National Affordable Housing Act of 1990 for fiscal Years 1997 - 1999. The program descriptions shall include the proposed use of HOME matching funds for each category of eligible activity (as needed), the amount of HOME funds for each category of eligible activity, the amount of HOME funds being reserved for use by Community Housing Development Organizations (CHDO's), special uses of HOME funds for first-time homebuyers, tenant based rental assistance, and or/other forms of investment, a statement of policies and procedures to be used to meet the required affirmative marketing, and the establishment and oversight of a minority and women business outreach program and the required certifications. Both the County and the Cities are aware that, at the present time, the Consortium is responsible for reserving not less than 15% of the funds it receives through the Consortium for investment only housing to be developed, sponsored, or owned by a CHDO, this requirement being set forth at 24 CFR Part 92.300/ HUD will compute this 15% set-aside requirement for the Consortium as a whole. 2000 - 2002
5. The County, in cooperation with the Cities, shall develop and submit a single Consolidated Plan on behalf of the Consortium which describes a five-year strategy for addressing housing, homeless and supportive housing needs for the entire geographic area encompassed by the Consortium. The Consolidated Plan submitted by the County will include all housing related information for all members of the Consortium, as well as the non-housing Community Development information for the County. Each member of the



Consortium will prepare the non-housing Community Development information and submit a separate Consolidated Plan.

6. If projects or activities within the Cities are approved and funded, the Cities may elect to be responsible for the implementation of those projects or activities, or it may elect to have the County implement them. The parties acknowledge that, whatever the Cities elect, the county will have the responsibility and authority for the overall implementation of the program and for the proper use of the Fiscal years 1997-1999 HOME appropriations and any and all program income generated from the expenditure of these funds in accordance with the requirements of the Act. *2000 - 2002*

7. The Cities must inform the county of any income generated by the expenditure of HOME funds received by the Cities. The use of any such program income must have been negotiated and agreed to by the Cities and the County. Any program income received by any of the parties can be used for eligible activities in accordance with all HOME requirements that then apply. *2002*

8. This Agreement shall be for a term ending September 30, 1999, that being the end of a federal fiscal year (so as to coincide with the balance of the County's urban county cooperation agreements, as set forth in the Act) and shall not be terminated by either party before that date except as a result of HUD action.

9. Each member of the Consortium shall be entitled to an amount of the HOME funding awarded to the Consortium based on that member's percentage of the total allocation to the Consortium. For example, if the Consortium's total funding allocation is \$750,000 and the application of the HOME formula allocation contribution of one member shows that the member's contribution to the consortium's formula is \$250,000, then that member shall be entitled to \$250,000 of the funds so allocated to the Consortium. A member may voluntarily relinquish a part or all of its HOME allocation to the other members of the Consortium, through a subsequent legal document signed by that member.

10. Each member is responsible for obtaining the necessary matching funds (or matching fund credits) for all of the HOME projects within the jurisdiction as required by 24 CFR 92. For the purpose of this Agreement, the jurisdictions of the Cities is deemed to be separate from that of the County.

11. Each party to this Agreement agrees to affirmatively further fair housing.

12. Stark County, on behalf of the entire Consortium, has the authority to amend the consortium agreement to add new members to the consortium.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

WITNESSES:

BOARD OF STARK COUNTY  
COMMISSIONERS

Elizabeth Ramsey

John P. Dougherty  
John P. Dougherty, President

Gayle A. Jackson  
Gayle A. Jackson

Donald R. Watkins  
Donald R. Watkins

CITY OF ALLIANCE

[Signature]

Judy Carr  
Judy Carr, Mayor

CITY OF MASSILLON

[Signature]

Francis H. Cicchinelli, Jr.  
Francis H. Cicchinelli, Jr., Mayor

Approved as to legal form and sufficiency

Bernard L. Hunt  
Bernard L. Hunt, Attorney-at-Law

Andrew Zumbar  
Andrew Zumbar  
Alliance City Law Director

John D. Ferrero  
John D. Ferrero  
Massillon City Law Director

I hereby certify that the Consortium Agreement entered into between Stark County, Alliance and Massillon is fully authorized under State and local law. I further certify that the agreement gives the Stark/Alliance/Massillon Consortium full legal authority to undertake or assist in undertaking housing assistance activities for the HOME Investment Partnership Program.

A handwritten signature in black ink, appearing to read 'B. L. Hunt', is written over a horizontal line.

Bernard L. Hunt, Attorney-at-Law

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 118 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: 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-1 Local Business, 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 hereof from R-1 Single Family Residential to B-1 Local Business. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on June 9th, 1999 and that notice and public hearing has been given according to law.

Section 2:

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 B-1 Local Business.

Being known as Lot No. 10268 and Out Lot 246 and Part of Out Lot 247, totaling approximately 1.86 acres in size located at 2421 Lincoln Way N.W., Massillon, Ohio.. This request has been submitted by Edward Farris of Farris Produce for the purpose of allowing for expansion of the business located on this property.

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 and that this property would best be served to be designated B-1 Local Business. 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



959-525 150	2780-474 2785-600	100-30 R.E.B.
107-542 1154-883	217088	WELLMWOOD 300-7305
227087	227087	3100-25 12036
		JACOBS 39371404 397-353
		103-04 E.H.35

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R. Hauenstein  
2722.311  
2302.86  
5(169C:213)  
585°K  
2985  
PT. Q.L. 171  
0.18 Ac  
335/100/164.25  
291.5

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100	100	100	100	100

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29  
10270

10271-25

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 5071, 110  
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 4117, 330-340  
 918-641  
 911, 403  
 R. I. M. TULLY  
 1190-599  
 1190-624  
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 8732  
 J. A. - D. LASH / 803, 125  
 4117, 330-340  
 8731  
 2609 TGS  
 C. S. - M. EISENBERG  
 8730  
 92-94  
 157, 75

50, MN

742

9

₹ 60.00 / ₹ 60.00

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 119 - 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 Jackson and Perry Townships, 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 February 10, 1999, and

WHEREAS, the Board of County Commissioners on April 13, 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 April 15, 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 southwest quarter of Section 33 in Jackson Township, and northwest quarter of Section 4 and northeast quarter of Section 5 in Perry Township, Stark County, State of Ohio, and being further described as follows:

Beginning at a point at the intersection of the centerline of Wales Road Northeast and the Township Line between Jackson Township, and Perry Township, said point also being the southwest corner of Jackson Township Section 33 and the northeast corner of Perry Section 5; Thence N 4° 25' 00" E, along the section line between sections 32 and 33 of Jackson Township, a distance of 200.00' to a point, said point also being the southwest corner of a parcel of land presently or previously owned by Bobbie J. Hall, as recorded in Deed Volume 3122, page 38, as recorded at the Stark County Recorder;

Thence S 85° 32' 00" E, along the south property line of said parcel a distance of 200.00' to the northeast corner of Out Lot 507 in the City of Massillon, said point being the TRUE PLACE OF BEGINNING;

Thence S 85° 32' 00" E, continuing along the south line of said parcel a distance of 30.00' to a point;

Thence S 04° 25' 00" W, along the west line of a parcel of land presently or previously owned by Kenneth G. Hall, Trustee as recorded in Official Imaging Record 97063140 in Stark County, a distance of 200.00' to a point, said point being on the Township Line between Jackson Township Section 33 and Perry Township Section 4;

Thence S 85° 32' 00" E, along said Township Line a distance of 200.00' to a point, said point being on the east line of said Kenneth G. Hall;

Thence following said Hall parcel, the following courses:

Thence N 04° 25' 00" E, a distance of 137.00' to a point;

Thence S 85° 32' 00" E, a distance of 100.00' to a point, said point also being on the existing City of Massillon Corporation line;

Thence following said Corporation line the following courses:

S 04° 25' 00" W, a distance of 258.66' to a point in the centerline of Hills and Dales Road;

Thence S 66° 32' 00" W, following said centerline a distance of 360.65' to a deflection point in said road;

Thence S 67° 18' 00" W, continuing along said centerline a distance of 244.08' to a point;

Thence N 37° 46' 33" E, a distance of 374.63' to a point;

Thence N 04° 26' 00" E, a distance of 88.96' to a point;

Thence N 04° 25' 00" E, a distance of 200.00' to a point, said point being the TRUE PLACE OF BEGINNING, containing 0.4523 acres in the southwest quarter of Section 33 in Jackson Township, 2.0743 acres in the northwest quarter of Section 4 in Perry Township, and 0.0004 acre in the northeast quarter of Section 5 in Perry Township. Total acreage in annexation is 2.5270 acres, more or less.

The Bearings are based on N 04° 25' 00" E for the west line of the Southwest Quarter Section 33 Jackson Township, as described in Deed Volume 3122, Page 38 for the 1.188 acres for land presently or previously owned by Bobbie J. Hall, Stark County, Ohio.

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.

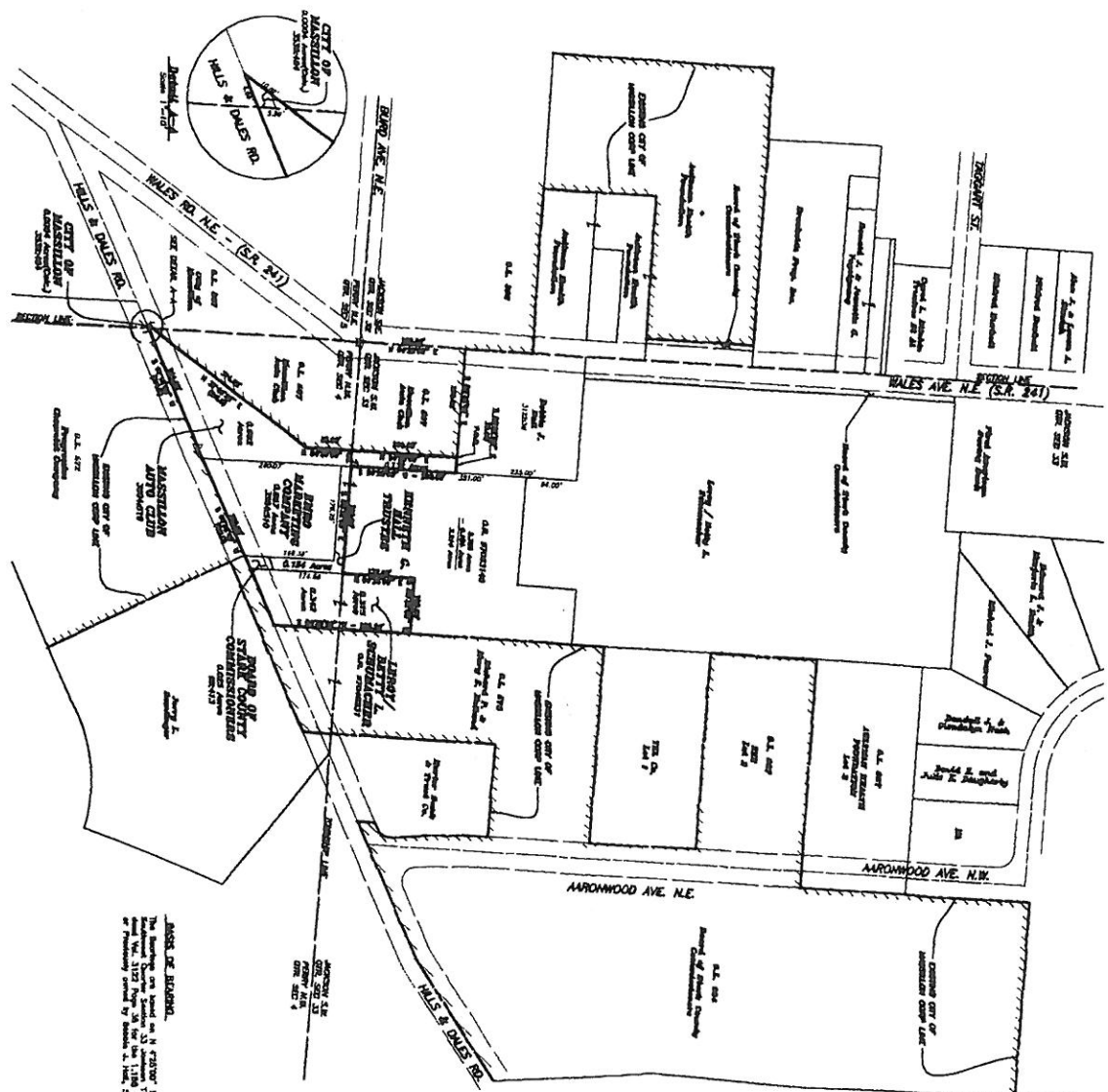
Section 4:

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.

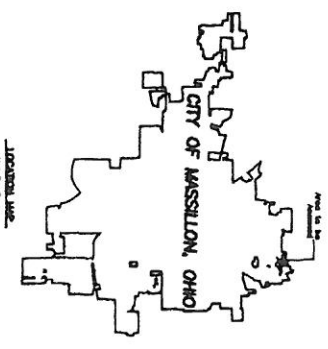
PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 1999

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

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



**NOTES OF RECORD.**  
 The foregoing was found to be correct by the Clerk of the Board of Health, and the same was recorded in the Public Records of Stark County, Ohio, on the 15th day of September, 1998.



**MAP OF TERRITORY TO BE ANNEXED TO THE CITY OF MASSILLON, OHIO.**

**TOTAL ANNEXED TO MASSILLON, OHIO:** 1,000.00 Acres

**Area of State Highway:** 1.00 Acre, Owner: [Name]

**Area of County Road:** 1.00 Acre, Owner: [Name]

**Area of Township Road:** 1.00 Acre, Owner: [Name]

**S.W. 1/4, Section 20, Township 36 N., Range 4 E., Meridian 10 W., Stark County, Ohio:** 1.00 Acre, Owner: [Name]

**N.E. 1/4, Section 4, Township 36 N., Range 4 E., Meridian 10 W., Stark County, Ohio:** 1.00 Acre, Owner: [Name]

**N.E. 1/4, Section 8, Township 36 N., Range 4 E., Meridian 10 W., Stark County, Ohio:** 1.00 Acre, Owner: [Name]

**STARK COUNTY COMMISSIONERS:** [Name]

**CITY ENGINEER:** [Name]

**CITY COUNCIL:** [Name]

**CITY CLERK:** [Name]

**CITY AUDITOR:** [Name]

**CITY RECORDS:** [Name]

**CITY PLANNING:** [Name]

**CITY ZONING:** [Name]

**CITY UTILITIES:** [Name]

**CITY FIRE:** [Name]

**CITY POLICE:** [Name]

**CITY HEALTH:** [Name]

**CITY SOCIAL SERVICES:** [Name]

**CITY RECREATION:** [Name]

**CITY TRANSPORTATION:** [Name]

**CITY COMMUNITY DEVELOPMENT:** [Name]

**CITY ECONOMIC DEVELOPMENT:** [Name]

**CITY ENVIRONMENTAL SERVICES:** [Name]

**CITY INFORMATION TECHNOLOGY:** [Name]

**CITY LEGAL COUNSEL:** [Name]

**CITY OFFICE OF THE CITY MANAGER:** [Name]

**CITY OFFICE OF THE CITY CLERK:** [Name]

**CITY OFFICE OF THE CITY AUDITOR:** [Name]

**CITY OFFICE OF THE CITY RECORDS:** [Name]

**CITY OFFICE OF THE CITY PLANNING:** [Name]

**CITY OFFICE OF THE CITY ZONING:** [Name]

**CITY OFFICE OF THE CITY UTILITIES:** [Name]

**CITY OFFICE OF THE CITY FIRE:** [Name]

**CITY OFFICE OF THE CITY POLICE:** [Name]

**CITY OFFICE OF THE CITY HEALTH:** [Name]

**CITY OFFICE OF THE CITY SOCIAL SERVICES:** [Name]

**CITY OFFICE OF THE CITY RECREATION:** [Name]

**CITY OFFICE OF THE CITY TRANSPORTATION:** [Name]

**CITY OFFICE OF THE CITY COMMUNITY DEVELOPMENT:** [Name]

**CITY OFFICE OF THE CITY ECONOMIC DEVELOPMENT:** [Name]

**CITY OFFICE OF THE CITY ENVIRONMENTAL SERVICES:** [Name]

**CITY OFFICE OF THE CITY INFORMATION TECHNOLOGY:** [Name]

**CITY OFFICE OF THE CITY LEGAL COUNSEL:** [Name]

**CITY OFFICE OF THE CITY OFFICE OF THE CITY MANAGER:** [Name]



DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 120 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor to enter into an agreement with M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, providing for the adoption of a project which will establish a new facility and create employment opportunities within the City of Massillon Enterprise Zone, and declaring an emergency.

WHEREAS, the City of Massillon has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, is proposing to construct a new facility on a 8.2 acre site in Neocom Park I, on Navarre Road N.E. within the Massillon Enterprise Zone, and M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, is proposing to establish a new facility to relocate its manufacturing operations from its present location at 8045 Navarre Road., at a total combined investment of Three Million Four Hundred Sixteen Thousand Eight Hundred Dollars (\$3,416,800.00), (hereinafter the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Council of the City of Massillon, Ohio, (hereinafter "Council") by Ordinance No. 163-1994, adopted on July 18, 1994, and as amended by Ordinance No. 57-1998, adopted March 2, 1998 and as amended by Ordinance No. 43 - 1999, adopted March 1, 1999, has designated an area of the City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective September 12, 1994, and as amended on March 13, 1998, and as amended on March 9, 1999, the Director of Development of the State of Ohio has determined that the aforementioned area designated in said Ordinance No. 163 - 1994 contains the characteristics set forth in 5709.61(A) of the Ohio Revised Code, and has certified said area as an Enterprise Zone under Chapter 5709; and

WHEREAS, the City of Massillon, having the appropriate authority for the stated type of project is desirous of providing M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, with the incentives available for development of the Project in said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, has submitted a proposed agreement application, herein attached as Exhibit "A", to the City of Massillon, Ohio, requesting that the incentives available for development within the Enterprise Zone be approved for the Project; and

WHEREAS, the Mayor of the City of Massillon, Ohio, has investigated the application submitted by M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, and has recommended approval of the same to the Council on the basis that the company is qualified by financial responsibility and business experience to create employment opportunities in said Enterprise Zone and to improve the economic climate of the City of Massillon; and

WHEREAS, the project site is located in the Perry Local School District and the Perry Board of Education has been notified in accordance with Section 5709.83 and have been given a copy of the application.

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 does hereby authorize and direct the Mayor to enter into an agreement, attached hereto as Exhibit "A" and incorporated herein by reference, with M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, providing for the adoption of a project which will establish a facility and preserve employment opportunities within the City of Massillon Enterprise Zone.

Section 2:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the City of Massillon, Ohio and for the further reason that approval of said agreement is necessary so as to maximize the investment that will be made by M.A. Hanna Resin Distribution and Sibila and Sibila Limited Partnership, the Lessor, within 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 \_\_\_\_\_ 1999

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

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

## OHIO ENTERPRISE ZONE AGREEMENT

**This Agreement** made and entered into by and between the City of Massillon, Ohio, a municipal corporation, with its main offices located at One James Duncan Plaza, Massillon, Ohio 44646 (hereinafter referred to as "City of Massillon"), M.A. Hanna Resin Distribution, a \_\_\_\_\_ Corporation with its main offices located at 990 East 107th Street, Lemont, IL 60439 (hereinafter referred to as "the Enterprise"); and Sibila and Sibila Limited Partnership, the Lessor, an Ohio Limited Partnership with its offices located at 2207 Kimball Road, S.E., Canton, OH 44707 (hereinafter referred to as "the Lessor")

### WITNESSETH:

**Whereas**, the City of Massillon has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

**Whereas**, the Enterprise, presently located within the Massillon Enterprise Zone at 8045 Navarre Road, S.E., is desirous of expanding its operations, through the acquisition of an adjacent 8.2 acre parcel of land in Neocom Park I on Navarre Road, S.E., and the construction of a new seventy-six thousand seven hundred (76,700) square foot industrial facility (hereinafter referred to as the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project; and

**Whereas**, the Council of the City of Massillon, Ohio (hereinafter "Council") by Ordinance No. 163-1994, adopted on July 18, 1994, and as amended by Ordinance No. 57-1998, adopted on March 2, 1998, and as amended by Ordinance No. 43-1999, adopted on March 1, 1999, has designated an area of the City as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

**Whereas**, effective September 12, 1994, and as amended on March 13, 1998 and on March 9, 1999, the Director of Development of the State of Ohio has determined that the aforementioned area designated in said Ordinance No. 163-1994, Ordinance No. 57-1998, and Ordinance No. 43-1999 contains the characteristics set forth in 5709.61 (A) (1) (a) and (e) of the Ohio Revised Code, and has certified said area as an Enterprise Zone under Chapter 5709; and

**Whereas**, the City of Massillon, having the appropriate authority for the stated type of project, is desirous of providing the Enterprise and the Lessor with the incentives available for development of the Project in the said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

**Whereas**, the Enterprise and the Lessor have submitted a proposed agreement application, herein attached as Exhibit A, (hereinafter referred to as the "Application") to the City of Massillon, Ohio, requesting that the incentives available for development within the Enterprise Zone be approved for the Project; and

**Whereas**, the Enterprise has remitted the required state application fee of \$500.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

**Whereas**, the Mayor of the City of Massillon, Ohio, has investigated the Application submitted by the Enterprise and the Lessor, and has recommended approval of the same to the Council on the basis that the enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and to improve the economic climate of the City of Massillon; and

**Whereas**, the project site as proposed by the Enterprise and the Lessor is located in the Perry Local School District and the Board of Education of said district and any applicable Joint Vocational School District have been notified in accordance with Section 5709.83 and been given a copy of the Application; and

**Whereas**, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

**Now, therefore**, in consideration of the mutual covenants herein contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

**Section I:**

The Enterprise and the Lessor shall undertake the expansion of the Massillon operations of M.A. Hanna Resin Distribution through the acquisition of an 8.2 acre parcel of land in Neocom Park I on Navarre Road, S.E., and the construction of a new seventy-six thousand seven hundred (76,700) square foot industrial distribution facility, including four thousand seven hundred (4,700) square feet of office space, along with eight (8) docks and rail access. The Project Site is known as Part of Out Lot 569 in the City of Massillon, Stark County, Ohio.

In addition, the Enterprise shall also purchase and install new machinery and equipment including, but not limited to, bulk transfer packaging equipment and miscellaneous furniture and fixtures.

The Project will involve a total investment by the Enterprise and the Lessor of (\$3,416,800) Three Million Four Hundred Sixteen Thousand Eight Hundred Dollars , plus or minus 10%, at the project site. Included in this investment are (\$307,500) Three Hundred Seven Thousand Five Hundred Dollars for land acquisition; (\$2,500,000) Two Million Five Hundred Thousand Dollars for new construction; (\$120,000) One Hundred Twenty Dollars to purchase first used machinery and equipment; and (\$489,300) Four Hundred Eight-Nine thousand Three Hundred Dollars for increases in inventory levels.

Furthermore, the Enterprise has reported that its existing base level of inventory as listed in the personal property tax return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into is (\$4,893,000) Four Million Eight Hundred Ninety-Three Thousand Dollars.

The Project will begin in June 1999, and all acquisition, construction, and installation will be completed by December 31, 1999.

The total investment of this Expansion Project is greater than 10% of the market value of the facility assets already owned at the site prior to such expenditures as evidenced in Exhibit A, and as such, the City of Massillon hereby determines that the Project is eligible for the tax incentives and other benefits as described in this Agreement.

If, at any time, The Enterprise and the Lessor determines that it will not undertake all the improvements set forth in this Section 1, or otherwise desires to modify the Project, the Enterprise and the Lessor will notify the City of Massillon, stating the reasons for its determination. The parties will thereupon confer to discuss the effect of the enterprise's determination on the tax exemptions provided herein and to amend or terminate this Agreement accordingly. In no event shall any such amendment operate to revoke retroactively the tax exemptions provided herein.

## **Section 2:**

The Enterprise shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid addition to the facility, the equivalent of 10 new full-time permanent job opportunities. In addition, the Enterprise will use its best efforts to retain 15 full-time permanent employees and 4 full-time temporary employees at its new facility.

The Enterprise's schedule for hiring is as follows: create -3- new full-time permanent jobs in 1999; create -2- new full-time permanent jobs in 2000; create -2- new full-time permanent jobs in 2001; and create -3- new full-time permanent jobs in 2002. The job creation period begins June 30, 1999 and all jobs will be in place by December 31, 2002.



The Enterprise and the Lessor must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form must be filed annually.

**Section 6:**

Waivers under section 5709.633 of the revised code: not applicable.

**Section 7**

The Enterprise shall pay to the City of Massillon an annual monitoring fee of (\$500) Five Hundred Dollars for each year the agreement is in effect. The fee shall be made payable to the City of Massillon and shall be paid by certified check and delivered to the Mayor by March 31 of each year that the fee is due and payable. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the revised code and by the tax incentive review council created under section 5709.85 of the revised code exclusively for the purposes of performing the duties prescribed under that section.

**Section 8:**

The Enterprise and the Lessor shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

**Section 9:**

The City of Massillon shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

**Section 10:**

If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or the City of Massillon revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Enterprise and/or the Lessor materially fails to fulfill its obligations under this Agreement and the City of Massillon terminates or modifies the exemptions from taxation under this agreement.

**Section 11:**

If the Enterprise and/or the Lessor materially fails to fulfill its obligations under this Agreement, or if the City of Massillon determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of Massillon may terminate or modify the exemptions from taxation granted under this Agreement.

**Section 12:**

The Enterprise and the Lessor hereby certify that, at the time this agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority in the State of Ohio, and do not owe delinquent taxes for which the Enterprise and/or the Lessor is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Enterprise and/or the Lessor currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition of bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Enterprise and/or the Lessor. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised code governing payment of those taxes.

**Section 13:**

The Enterprise and the Lessor affirmatively covenant that they do not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**Section 14:**

The Enterprise, the Lessor and the City of Massillon acknowledge that this Agreement must be approved by formal action of the legislative authority of the City of Massillon as a condition for the agreement to take effect. This Agreement takes effect upon such approval.

**Section 15:**

The City of Massillon has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Enterprise is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

**Section 16:**

Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Enterprise and/or the Lessor, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

**Section 17:**

This Agreement is not transferable or assignable without the express, written approval of the City of Massillon.

**Section 18:**

The Enterprise and the Lessor affirmatively covenant that they have made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Enterprise and/or the Lessor has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise and/or the Lessor shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant ORC 9.66(C)(1). Any persons who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant ORC 2931.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

In Witness Whereof, the City of Massillon, Ohio, by Francis H. Cicchinelli, Jr., its Mayor, and pursuant to Ordinance No. \_\_\_\_ -1999, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 1999; and M.A. Hanna Resin Distribution, by Steven S. Feliccia, its VP Operations, and Sibila and Sibila Limited Partnership, the Lessor, by Douglas J. Sibila, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 1999.

**WITNESSED BY:**

**THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_

\_\_\_\_\_  
Francis H. Cicchinelli, Jr., Mayor

**WITNESSED BY:**

**M.A. HANNA RESIN DISTRIBUTION**

\_\_\_\_\_

\_\_\_\_\_  
Steven S. Feliccia, VP Operations

**WITNESSED BY:**

**SIBILA AND SIBILA LIMITED  
PARTNERSHIP**

\_\_\_\_\_

\_\_\_\_\_  
Douglas J. Sibila

Approved as to form and legal sufficiency:

\_\_\_\_\_  
John D. Ferrero, Jr., Director of Law  
City of Massillon, Ohio

**OHIO DEPARTMENT OF DEVELOPMENT  
OHIO ENTERPRISE ZONE PROGRAM**

**PROPOSED AGREEMENT BETWEEN LOCAL GOVERNMENT OR COUNTY AND  
ENTERPRISE PROPOSAL for Tax Abatement Incentive Agreement Between the City of  
Massillon located in the County of Stark and Tenant: M.A. Hanna Resin Distribution and  
Landlord: Peoples Services.**

1. a. Name of business, home or main office address, contact person, and telephone number  
(attach additional pages if multiple enterprise participants).

M.A. Hanna Resin Distribution  
990 East 107<sup>th</sup> Street  
Lemont, IL 60439

Mr. Steve Feliccia  
630.972.3105

Peoples Services, Inc.  
2207 Kimball Rd. S.E.  
Canton, OH 44707

Mr. Douglas Sibila  
330.453.3709

- b. Project Site:

Miller 1 Industrial Park  
Navarre Road  
Massillon, OH

Mr. Gene Boerner  
330.833.3146

2. a. Nature of business (manufacturing, warehousing, wholesale or retail stores, or other).

Repackaging and distribution of polymer materials

- b. List primary 4 digit Standard Industrial Code (SIC) # 5162  
Business may list other relevant SIC numbers.

- c. If a consolidation, what are the components of the consolidation? (must itemize the  
location, assets, and employment positions to be transferred)

N/A

- d. Form of business of enterprise (corporation, partnership, or other).

Corporation: parent company is M.A. Hanna Company

3. Name of principal owner(s) of the business (attach list if necessary).

Publicly traded

4. Is business seasonal in nature?

Yes

☒ No



5. a. State the enterprise's current employment level at the proposed project site:

19

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- b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes

☒ No

- c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

N/A

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- d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

M.A. Hanna Resin Distribution has one location in Massillon, Ohio that employees 19. Also, there are 5 outside sales representatives who work in Ohio but are not associated with the Massillon location.

- e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

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- f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

Job retention and job growth: There are currently 5 fulltime salary, 10 fulltime hourly, and 4 fulltime temporary

6. a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes .. ☒ No

- b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

N/A

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7. Does the Enterprise owe:

- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes ☐ No ☒
- b. Any monies to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ☐ No ☒
- c. Any other monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts are being contested in a court of law or not? Yes ☐ No ☒
- d. If yes to any of the above, please provide details of each instance including but not limited to the location, amount and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

M.A. Hanna Resin Distribution is looking to expand their operations from roughly 48,000 sq ft to 76,700 sq ft. Their current facility at 8045 Navarre Road has the room to expand but does not provide an efficient layout for their process. Therefore they are considering sites in multiple locations, of which, Massillon is one. They would prefer to retain their current employees if a new suitable site in Massillon is found and the "cost of doing business" is competitive.

9. Project will begin June 1999 and to be completed December 1999 provided a tax exemption is provided.

10. a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

Over the next three years (11/1999 to 12/2002) the following hires are expected: 10 permanent fulltime employees

- b. State the time frame for this projected hiring: 3 years.

- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees:

1999: (3) permanent fulltime; 2000: (2) permanent fulltime; 2001: (2) permanent fulltime; 2002: (3) permanent fulltime

11. a. Estimate the amount of annual payroll such new employees will add \$399,384 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

1999: (3) permanent fulltime (\$105,500); 2000: (2) permanent fulltime (\$85,238); 2001: (2) permanent fulltime (\$88,646); 2002: (3) permanent fulltime (\$120,000)

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$618,000

12. Market value of the existing facility as determined for local property taxation. \$1,688,200

13. a. Business's total current investment in the facility as the proposal's submission. N/A

- b. State the business's value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):  
\$4,893,000

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ 307,500 for land	
B. Additions/New Construction:	\$ 2,500,000 new construction	plus or minus
C. Improvements to Existing Buildings:	N/A	25% 55%
D. Machinery and Equipment:	\$ 100,000	DA
E. Furniture and Fixtures:	\$ 20,000	
F. Inventory:	\$ 489,300	

**Total New Project Investment:** \$ 3,416,800

15. a. Business requests the following tax exemption incentives: 75% for 10 years covering real and/or personal property including inventory as described above. Be specific as to type of assets, rate, and term.

- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible).

With the increasing competitive nature of the polymer business, M.A. Hanna must find ways to improve operating costs. Distributing internationally, M.A. Hanna is considering the Miller One Business Park for its foreign trade zone status to address their inventory tax issues. The estimated real property value for the new facility is \$2,807,500. This translates to \$54,906 per year in real estate taxes which increases the lease rate by 11.3%. M.A. Hanna is considering locations and communities, which allow them to reduce their operating costs. Tax abatement will allow M.A. Hanna to remain competitive in Massillon.

Submission of this application expressly authorizes the City of Massillon, Ohio to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to direct request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2931.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six (6) months.

M.A. Hanna Resin Distribution

Name of the enterprise



Signature

5/21/99

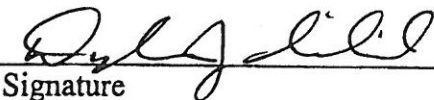
Date

Steven S. Feliccia, VP Operations

Typed Name and Title

Peoples Services, Inc.

Name of the enterprise



Signature

5/24/99

Date

Douglas J. Sibila, Executive VP

Typed Name and Title

\* A copy of this proposal must be forwarded by the local government the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Enterprise Zone Agreement as Exhibit A.

\*\*\* An Application Fee of Five Hundred Dollars (\$500.00) must be submitted along with the Proposed Agreement for Enterprise Zone Tax Exemption (Application). This fee is payable by check or money order made payable to the Ohio Department of Development.

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Department of Development within fifteen (15) days of final approval.

**APPLICATION TO THE CITY OF MASSILLON  
FOR A PROJECT AGREEMENT UNDER THE  
OHIO URBAN JOBS AND ENTERPRISE ZONE ACT**

**NARRATIVE STATEMENT**

**I. PROJECT DESCRIPTION:**

Briefly summarize the project proposed to be undertaken, including a description of the investments to be made by the applicant enterprises. Describe the project site, including the lot number, address, and area (in square feet or acres).

**Note:** If the project involves the relocation of all or part of the enterprise's operations from another county or municipal corporation in the State of Ohio, the Enterprise shall attach a statement detailing the reasons for the proposed relocation.

M.A. Hanna Company is considering expanding its operations in Massillon from 48,000 sq ft to 76,700 sq ft through new construction of a new facility on 8.2 acres in the Miller One Business Park off Navarre Road, in Massillon, Ohio. The total project cost is estimated at \$3,416,800 which includes the cost of land, new construction, new equipment, and furniture and fixtures. The current facility employs 19 people and M.A. Hanna expects to increase their employment over 52% to 29 employees over the next three years.



## II. PROJECT BUDGET

### A. NEW BUILDINGS (Provide a brief description of size, type, etc.)

#### Proposed Cost

Construct a new 76,700 sq ft distribution facility with 4,700 sq ft of office on 8.2 acres with 8 docks and rail access. The site will have room to expand to 153,400 sq ft.

\$2,807,500

plus or minus

2270507  
DAD

### B. ADDITIONS (Provide a brief description of size, type, etc.)

#### Proposed Cost

N/A

N/A

### C. IMPROVEMENTS TO EXISTING BUILDINGS (Provide an itemized description)

#### Proposed Cost

N/A

N/A

### D. MACHINERY AND EQUIPMENT

#### Proposed Cost

1. Provide an itemized list of machinery, equipment, furniture, and fixtures to be purchased and installed at the project site and that will be subject to tax exemption under this Agreement.

Bulk transfer packaging equipment

\$100,000

Misc. furniture and fixtures for the new office

\$20,000

2. Provide an itemized list of machinery, equipment, furniture, and fixtures to be purchased and installed at another location in the State that will be relocated to the project site and that will not be exempted from taxation under this Agreement.

N/A

N/A

## E. INVENTORY

### Proposed Cost

List the value of inventory at the project site, including an itemization of the value of inventory held at another location in this state prior to the Agreement and to be relocated from that location to the project site; and the value of inventory held at the project site prior to the execution of the Agreement that will not be exempted from taxation.

The inventory which is eligible for exemption is that amount or value of inventory in excess of the amount or value of inventory required to be listed in the personal property tax return for the tax year in which the Agreement is entered into.

Current polymer resin inventory

\$4,893,000

The inventory is expected to grow at 10% per year.

## III. EMPLOYMENT

Describe the current work force of the company, including annual payroll. Describe the impact that the project will have on the company's workforce, specifically, at the project site. List the total number of jobs to be created/and or retained as a result of the project, itemized as to the number of full-time, part-time, and temporary positions, and including a schedule of hiring, itemized by each type of position listed above (the suggested maximum job creation is 36 months). Provide estimates of the dollar amount of additional payroll attributable to each type of position to be created (i.e., full-time, part-time, and temporary).

There are currently 19 employees: (5) permanent fulltime (\$285,000); (10) permanent fulltime hourly (\$249,000); and (4) temporary fulltime hourly (\$84,000) which equals \$618,000 per year in wages.

Over the next three years (11/1999 to 12/2002) M.A. Hanna expects to hire 10 permanent fulltime employees based on the following schedule: 1999: (3) permanent fulltime (\$105,500); 2000: (2) permanent fulltime (\$85,238); 2001: (2) permanent fulltime (\$88,646); 2002: (3) permanent fulltime (\$120,000). The total increase over the next three years is \$399,384.

#### IV. REQUEST FOR TAX EXEMPTION

Describe the type, amount, and term of tax exemption being requested for this project as follows:

- (1) An exemption for a specified number of years, not to exceed ten, of a specified portion, up to seventy-five percent, of tangible personal property first used in business at the project site as a result of this Agreement. ("First used in business" means that the property referred to has not been used in business in this State by the enterprise that owns it, or by an enterprise that is an affiliate or subsidiary of such an enterprise, other than as inventory, prior to being used in business at the project site as a result of an Agreement.)
- (2) An exemption for a specified number of years, not to exceed ten, of a specified portion, up to seventy-five percent, of real property constituting the project site.

In addition, provide a detailed explanation of the reasons why the proposed tax exemptions are necessary for the project. Provide any supporting financial information that would document the need for such tax exemptions. Using the attached forms, provide an analysis of the total taxes that would result from the project, both with and without the proposed tax exemptions. Summarize the benefits to the community as a result of the project.

With the increasing competitive nature of the polymer business, M.A. Hanna must find ways to reduce operating costs. Distributing internationally, M.A. Hanna is considering the Miller One Business Park for its foreign trade zone status to address their inventory tax issues. The estimated real property value for the new facility is \$2,807,500. This translates to \$54,906 per year in real estate taxes which increases the lease rate by 11.3%. M.A. Hanna is considering locations and communities, which allow them to reduce their operating costs. Tax abatement at 75% for 10 years will allow M.A. Hanna to remain competitive in Massillon.

OHIO DEPARTMENT OF DEVELOPMENT  
ENTERPRISE ZONE PROJECT TAX ANALYSIS

General Project Information

County: STARK Local Government Authority: MASSILLON  
Business: Tenant: M.A. Hanna Resin Distribution Landlord: Peoples Services Total Project Cost: \$3,416,800  
Total Current Real Property Tax of Business (at site): Projected real estate tax for new project \$54,906 per year  
Total Current Tangible Personal Property Tax of Business (at site): \$83,609.14 (based on an inventory of \$4,893,000)

\* (Note, if not applicable to site, use within local jurisdiction):

Note, does the project involve relocation of any assets or jobs? yes X no

If yes, within local jurisdiction? yes no

within county? yes no

within State (distance mi.) yes no

Does the project involve removal of any currently taxed assets (Real or Personal Property from the Tax Rolls?

Estimate real property tax loss yes X no  
\$                       
Estimate tangible personal tax loss                       
\$                     

Is there a local income tax? X yes no

If yes, please list income tax rate: 1.8 %

Note total number of new jobs projected -- attributable to the project 10;

Note new payroll projected from the new job commitment \$399,384 x 1.8 % income tax rate = \$7,188.91  
New income tax generation

Enterprise Zone Manager or Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

1A. Total Project Costs receiving Real Property Exemption: \$2,500,000

Real Property Tax Matrix

Projected Tax Year	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10
Estimated Value of Real Property Improvements	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Exemption Schedule	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Exempted Value	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000	\$ 1,875,000
Taxable Value	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 625,000
Assessment	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Real Property Tax Rate (\$/1000)	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75
Total Real Property Tax Foregone (Taxable Value x 35% + tax rate)	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180	\$ 41,180
Net New Tax Revenue Taxable Value x 35% + tax rate)	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727	\$ 13,727

Total Real Property Tax Foregone over Project Term: \$ 411,797  
 Total New Real Property Tax Revenue generated over Project Term: \$ 137,266

1B. Please calculate the annual net new Real Property Tax Revenue generated by the project. Subtract any real property tax revenue loss (page 1D) from the new real property tax generated \$411,787 (1A) to equal the net new annual real property increase (loss) \$411,787 to community.



## 2A. Total Project Costs Receiving Tangible Personal Property Exemptions

Note that because of depreciation of Tangible Personal Property by the business - these calculations must be repeated for each year during the term of the exemptions. The Business must supply the community with the annual estimates.

### Personal Property Tax Matrix

Projected Tax Year	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10
Estimated Value of Tangible Personal Property	\$4,893,000	\$5,382,300	\$5,920,530	\$6,512,583	\$7,163,841	\$7,880,225	\$8,668,248	\$9,535,073	\$10,488,580	\$11,537,438
Exemption Schedule	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Exempted Value	\$3,669,750	\$4,036,725	\$4,440,398	\$4,884,437	\$5,372,881	\$5,910,169	\$6,501,186	\$7,151,305	\$7,866,435	\$8,653,079
Taxable Value	\$1,223,250	\$1,345,575	\$1,480,133	\$1,628,146	\$1,790,960	\$1,970,056	\$2,167,062	\$2,383,768	\$2,622,145	\$2,884,360
Assessment	25%	25%	25%	25%	25%	25%	25%	25%	25%	25%
Tangible Personal Property Tax Rate	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75	62.75
Total Tangible Property Tax Foregone (Exempted Value x Assessment x Tax Rate)	\$ 57,569	\$ 63,326	\$ 69,659	\$ 76,625	\$ 84,287	\$ 92,716	\$ 101,987	\$ 112,186	\$ 123,405	\$ 135,745
Net New Tangible Property Tax Revenue (Taxable Value x Assessment x Tax Rate)	\$ 19,190	\$ 21,109	\$ 23,220	\$ 25,542	\$ 28,096	\$ 30,905	\$ 33,996	\$ 37,395	\$ 41,135	\$ 45,248

Total Tangible Personal Property Tax Foregone over Project Term:

\$ 917,505

Total Net New Tangible Personal Property Tax Revenue generated over Project Term:

\$ 305,835

2B. Please calculate the annual net new Tangible Personal Property Tax Revenue generated by the project. Subtract any Tangible Personal Property tax revenue loss \$ 0 (page 1) from the new Tangible Personal Property Tax generated \$ 305,835 (2A) to equal the net new annual Tangible Property Increase (loss) \$ 305,835 to community.

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 121 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract with Reliable Heating & Cooling, for the sale of land known as and being Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 located at 515 26<sup>th</sup> Street S.E. 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.

WHEREAS, Council authorized the Director of Public Service and Safety to advertise for bids to sell Lot Nos. 6939, 6944, 6945, 6946 and north one-half of Lot No. 6937 located at 515 26<sup>th</sup> Street S.E. in Ordinance No. 67 - 1999, and

WHEREAS, the Director of Public Service and Safety has received bids and Council now desires to sell the property which is no longer needed for municipal purpose,

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

Section 1:

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 Lot Nos. 6935, 6936, 6944, 6945, 6946 and north one-half of Lot No. 6937 located at 515 26<sup>th</sup> Street S.E. in the City of Massillon, Stark County, Ohio

Section 2:

The Director of Public Service and Safety is authorized to sell said real estate to Reliable Heating & Cooling, and the Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to convey said real estate by deed to the Reliable Heating & Cooling, according to law.

Section 3:

The cost of said sale is Two Hundred Fifteen Thousand Dollars (\$215,000.00)

Section 4:

The Auditor is hereby directed to deposit the monies from sale of said lot into the Economic Development Fund.

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. 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

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 122 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract agreement with Miller Elevator Service Co., for elevator maintenance in the United Bank Building, which is owned by 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 Mayor of the City of Massillon, Ohio, is hereby authorized to enter into a contract agreement with Miller Elevator Service Co., for elevator maintenance in the United Bank Building. The, cost of said contract shall not exceed Two Hundred Fifty-Four Dollars (\$254.00) per month for a five year period.

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 additional reason to provide elevator maintenance in the United Bank Building which is owned by 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

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

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

**Millar Elevator Service Company**  
111 North Broadway Street  
Akron, Oh 44304  
Tel: (330) 535-9300  
Fax: (330) 535-9600

**To: City of Massillon**  
Attn: Alan W. Climer  
One James Duncan Plaza  
Massillon, OH 44646

**Proposal Number: CH-099-046**

**Date: June 8, 1999**

**Equipment Location:**  
United Bank Bldg..  
153 East Lincolnway  
Massillon, OH 446465

**Equipment Description:**  
Two Montgomery Hydraulic Passenger Elevators

We propose to furnish Millar Custom Engineered Maintenance for your vertical transportation equipment as described above. Millar is the nation's largest vertical transportation contractor dedicated solely to service. Millar Custom Engineered Maintenance is a customer focused maintenance program designed to provide owners with the following major benefits:

**Cost Savings** through a budgetable program of true preventive maintenance designed specially for your equipment

**Minimized Downtime** through a multi-million dollar inventory of replacement parts and a planned program of systematic service

**Equipment Life Extension** through Millar's long-term commitment to our customers and the quality care of their equipment

**Prompt Repair Response** through a nationwide local office network of 2,500 technicians, engineers, supervisors, and support staff

**Reliability You Can Count On**, time after time, through Millar's proven elevator service record for more than a century

**Customer Responsiveness** through Millar's unique focus on flexibility and understanding our customer's special needs.

## **EQUIPMENT COVERAGE**

The entire system, as described below, is included for coverage under this Agreement. This coverage includes the applicable systems described below as well as all sub-assemblies and all sub-components that comprise these described systems:

**Pump Unit**, including tank, fluid, jack packing, exposed piping, motor, pump, and valve system

**Selector**, including motors, cams, switches, bearings, wiring, cable, tape, and driving mechanism

**Controller and Dispatcher**, including wiring, relays, capacitors, timers, resistors, computers, solid state components, circuit boards, rectifiers, transformers, load weighing and transducers

**Hoistway Equipment**, including switches, cams and sheaves

**Car Guide Shoes**, including gibs and rollers

**Car Buffers**, including switches, springs and oil

**Car Guide Rails**

**Car, Shaftway, and Machine Room Wiring**, including traveling cables

**Car and Hall Signal Devices**, including lamps and displays

**Car and Hall Operating Devices**, including buttons, lamps and switches

**Hoistway Door Hardware**, including hangers, interlocks, gibs and closers

**Door Operator System**, including motor, clutches, sheaves, belts, bearings, contacts, cams, gears, car door hangers, and door reversal devices

**All Accessory Equipment** except such items as are hereinafter excluded.

## **BASIC SERVICES**

### **Scheduled Examinations**

We will perform regular, systematic examinations of the equipment. These examinations will also include lubrication, adjustment, and other services as specified within this Agreement.

### **Equipment Repairs or Replacement**

When conditions warrant, due to the wear and tear of normal usage, we will repair or replace the equipment covered by this Agreement.

We shall not be required to make repairs or renewals necessitated because of negligence or misuse of the equipment, vandalism, building compression, power line fluctuations, damage by weather or adverse environmental conditions, work performed by others, or any other cause beyond our control. Replacement of signal lamps will be made during scheduled examinations.

We shall not be required to make safety tests not included in this agreement, or install new attachments or devices on the equipment as directed or recommended by others. We shall not be required to make any replacements with components of a different design, or to upgrade or modernize the equipment. Nor shall we be required to specially fabricate replacement parts that are no longer either stocked by the original supplier nor regularly available from another source.



We assume no responsibility for the following items of equipment which are not included in this Agreement: elevator car enclosures, ventilation equipment, car lighting tubes and lamps, finish flooring, mirrors, glass, architectural metals, car and hoistway gates and door panels, hoistway enclosures, swing door closers and hinges, door frames, sills, hoistway brackets and fastenings, electrical feeders and main line disconnects, smoke sensors, fire alarm systems, communications and signaling equipment installed by others, cylinders, plungers, buried equipment, escalator lighting and balustrades.

#### **Customer Service Technician**

To assure continuity, a Millar customer service technician will be assigned to your account. This technician will be trained and qualified to troubleshoot and perform the scheduled routine preventive maintenance functions on your equipment based on a regular and systematic program.

#### **Prompt Emergency Service Response**

Should trouble develop between regularly scheduled examinations, emergency service dispatchers are on duty 24 hours per day. We will promptly dispatch a service technician upon your notification to us of trouble and your request for such service. The cost of emergency service rendered during overtime hours is not included in this Agreement unless noted otherwise under "Special Provisions." You agree to provide us with prompt notification should trouble develop with the equipment. Should a passenger be trapped on an elevator, such a call will be given our highest priority for on-site service upon your notification to us and request for such service.

#### **Hours of Service**

Unless noted otherwise under "Special Provisions," regular working hours are 8:00 AM to 4:30 PM, Monday through Friday, excluding elevator trade holidays. All other hours are considered overtime. All work is to be performed during regular working hours unless noted otherwise under "Special Provisions." Should you request work to be performed during overtime hours, and that work is included in this agreement during regular hours only, you are to pay us, at our regular billing rates, for the bonus (overtime) hours only, associated with overtime emergency minor adjustment callback service, and for all paid hours associated with other types of work.

### **ADDITIONAL SUPPORT SERVICES**

#### **Parts Inventory**

We will maintain, on the job site or in our service vehicles, a supply of commonly used replacement parts, lubricants, and wiping cloths for the performance of routine maintenance and parts replacement. These materials and any enclosures provided for their storage will remain the property of Millar.

#### **Wiring Diagrams**

You are to provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Millar for use in troubleshooting and servicing the equipment.

#### **Replacement Parts Warehousing**

We will also maintain additional parts inventory within our local warehouses throughout the U.S. and at our Millar National Service Center. The Millar National Service Center will maintain a comprehensive multi-million dollar computerized inventory of replacement parts for use on Millar service contracts. To assure you of prompt service, emergency delivery of stocked parts will be available on an expedited express delivery basis.

#### **Engineering Services**

To assure the prompt, efficient correction of special technical problems that may arise with your equipment, Millar will maintain a staff of field and headquarters engineering personnel. They will be specially trained and uniquely qualified to support your local Millar service technicians whenever necessary.

**Training**

The Millar service and supervisory personnel assigned to your account will be continually trained and updated on new methods and technology applicable to the maintenance and repair of your equipment. All Millar personnel will be specially trained in quality service and responsiveness to customer needs.

**Field Supervision**

To ensure the quality control and efficient execution of your service program, Millar will maintain a full-time staff of supervisory personnel. They will work with you to conveniently schedule the various repairs and routine maintenance functions performed on your equipment. They will also oversee the work performed by our service personnel on a day-to-day basis.

**ADDITIONAL CUSTOMER SERVICES****Performance Evaluation**

For each unit, we will conduct an initial evaluation of equipment performance characteristics. Following this evaluation, we will perform periodic adjustments, repairs or replacements required to maintain the performance characteristics of the system as determined by the initial evaluation.

**Equipment Update Report**

To keep you informed of changes in Code requirements, reliability standards, and performance improvements, Millar will provide you with periodic reports outlining specific recommendations for your particular equipment.

**Manpower Availability**

Millar will maintain a full-time local staff of service technicians to meet the day-to-day requirements of your service Agreement. To assure you of prompt service in the event of a major equipment outage, Millar can also call on the manpower resources of other Millar service locations throughout the U.S.

**Insurance Coverage**

Millar Elevator Service Company is insured at all locations where it undertakes business operations for the types of insurance and limits of liability as follows:

- **Workers' Liability and Employer's Compensation:** Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
- **Comprehensive Liability:** Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence.

**SPECIAL PROVISIONS****Safety Tests**

We will perform safety tests as noted below. These tests will be performed in accordance with local code requirements in effect at the time of this Agreement. Since these tests expose the equipment to strains well in excess of those experienced during normal operation, Millar will not be responsible for any damage to the equipment or property, or injury or death to persons, resulting from, or arising out of the performance of these tests.

- **Hydraulic Pressure Relief Test**

We will perform a hydraulic pressure relief test on each hydraulic elevator.

## TERMS AND CONDITIONS

### Price Adjustment Provision

The contract price shall be adjusted on the first 12-month anniversary of commencement of service, and annually thereafter. The adjustment shall be effective for the forthcoming year and shall be calculated as follows:

Twenty percent (20%) of the total contract price shall be adjusted by the percentage of increase or decrease in the "Wholesale Commodity Price Index for Metals and Metal Products" published by the U.S. Department of Labor, Bureau of Statistics. The index used in establishing the initial price of this contract was 123.60 for the month of February, 1999.

Eighty percent (80%) of the total contract price shall be adjusted by the percentage of increase or decrease in the straight time hourly labor cost for the elevator mechanic in the area in which the equipment is maintained, in effect on the adjustment date, as compared to the hourly labor cost used in establishing the prior year's price. The hourly cost used in establishing the initial price of this contract was \$33.75.

For the purpose of this Agreement and subsequent adjustments, the "straight time hourly labor cost" shall be the actual hourly rate paid to the mechanics, plus union negotiated fringe benefits. Union negotiated fringe benefits include, but are not limited to, pensions, vacation, paid holidays, group life insurance, sickness and accident insurance, and hospitalization insurance.

### Payment

This Agreement will be effective on \_\_\_\_\_, and will continue until terminated as provided herein. Either party may terminate this Agreement at the end of the first five-year period or at the end of any subsequent five-year period by giving the other party ninety (90) days prior written notice.

Price: Two Hundred Fifty Four and 00/100 Dollars (\$254.00) per month, payable monthly, upon receipt of invoice.

Purchaser shall pay, as an addition to the price stated, a sum equal to the amount of any taxes in whatever form the same may now or hereafter be exacted from the seller on account hereof.

You agree to pay Millar Elevator Service Company interest at the rate of one and one-half percent (1 ½ %) per month, or the highest rate then permitted by law, whichever is less, for all amounts not paid within thirty (30) days from date of invoice and for all costs, including reasonable attorneys' fees and disbursements, incurred by Millar Elevator Service Company to collect such overdue amounts.

#### **Other Terms and Conditions**

Millar Elevator Service Company reserves the right to discontinue this contract at any time by notification in writing should invoices rendered for maintenance or repair of the equipment described under the terms of this Agreement not be paid within thirty (30) days from the date of invoice.

Millar Elevator Service Company shall not be responsible for any loss, damage or delay due to any cause beyond our reasonable control, including, without limitation, strike or other labor dispute, acts of government, fire, explosion, theft, floods, storms, earthquake, lightning, windstorm, vandalism, malicious mischief, riot, Act of God, act of civil or military authority, negligence of others, misuse of equipment, or alteration, addition, adjustment, repair and/or part replacement by others during this Agreement. You agree that, during the term of this Agreement, you will not permit others to make changes or alterations to the equipment covered by this Agreement. Under no circumstances shall Millar Elevator Service Company be liable for any indirect, special, or consequential damages. No work, service or liability on the part of Millar Elevator Service Company, other than that specifically mentioned herein, is included or intended.

It is expressly understood, in consideration of our performance of the services hereunder at the price stated, that nothing in this Agreement shall be construed to mean that Millar Elevator Service Company assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of Millar Elevator Service Company or its employees, and that your own responsibility for accidents to persons or property while riding on or being in or about the equipment is in no way affected by this Agreement. You and Millar Elevator Service Company agree to indemnify and hold harmless the other from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, resulting from bodily injury (including death) to any person and damage to any property to the extent caused by the negligent acts or omissions of the other (the indemnifying party). The indemnification obligation under this paragraph shall not be limited in any way by limitation on the amount or type of damages, compensation or benefits payable by or for you or Millar Service Elevator Company under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

You agree to provide a safe workplace for our personnel, and to remove any hazardous materials in accordance with applicable laws and regulations.

It is agreed that we do not assume possession or control of any part of the equipment, that such remains yours solely as the owner, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state or local law, ordinance or regulation.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

It is understood and agreed that this proposal and your acceptance thereof shall constitute, exclusively and entirely, the Agreement for the service herein described; that all other prior representations or Agreements, whether written or verbal, shall be deemed to be merged herein and that no other changes in or additions to this Agreement shall be recognized unless made in writing and signed by both parties, and that this Agreement is not binding upon Millar Elevator Service Company until approved by one of its authorized representatives.

Respectfully submitted, By  Date 6-8-99

Acceptance in Triplicate

**Millar Elevator Service Company**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Agent for \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 123 -1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing a fund entitled "OPWC Harsh Avenue Project Fund", 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 established within the City of Massillon, Ohio, a fund entitled "OPWC Harsh Avenue Project Fund"

Section 2:

The City Auditor is hereby authorized and directed to draw her warrants and make payments on vouchers duly approved by the proper departmental authority.

Section 3:

That this Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to establish this fund for accounting procedures within the Auditor's Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS DAY OF 1999

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

APPROVED: FRANCIS H. CICCHINELLI, JR., MAYOR



DATE: JUNE 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 124 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 1999 appropriation from within the Sewer O & M Fund to the Wastewater Treatment Fund, of the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

There be and hereby is transferred from the 1999 appropriation from within the Sewer O & M Fund to the Wastewater Treatment Fund, of the City of Massillon, Ohio, the following:

\$67,000.00 FROM: "Services/Contracts" 2101.615.2392  
TO: "Services/Contracts" 2101.610.2392

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are necessary for the operation of the Wastewater Treatment Plant for 1999, 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

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO.125 - 1999

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Community Development Block Grant Program Fund of the City of Massillon, Ohio, for the year ending December 31, 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 Community Development Block Grant Program Fund of the City of Massillon, Ohio, for the year ending December 31, 1999, the following:

\$100,000.00 to an account entitled "Jones School Renovation" 1402.845.2832

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the reason that said vehicle is needed for the assist with the renovation of the gymnasium area of the Joe Sparma Community Center, 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

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

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 126 - 1999

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an Estoppel Certificate and to enter into a Subordination, Non-Disturbance and Attornment Agreement and a Subordination Agreement with Star Bank, NA, and declaring an emergency.

WHEREAS, the City of Massillon has entered into a Lease Agreement with Charles Street Associates, Ltd. on September 24, 1998 for the lease of the parking deck which will be located at the Canal View Center Project within the City of Massillon, and

WHEREAS, Charles Street Associates Ltd. is in need of financing the project with Star Bank, IA, and

WHEREAS, Star Bank, NA is requesting the City of Massillon to execute certain documents so as to secure its loan to Charles Street Associates, Ltd;., and

WHEREAS, it would be in the City of Massillon's best interest to execute said documents so as to complete the project on time.

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

Section 1:

This Council determines that it would be in the best interest of the City of Massillon and for the Canal View Center Project that the documents requested to be signed by Star Bank NA be executed by the City of Massillon.

Section 2:

Council hereby authorizes and directs the Director of Public Service and Safety of the City of Massillon, Ohio, to execute an Estoppel Certificate and to enter into a Subordination, Non-Disturbance and Attornment Agreement and a Subordination Agreement with Star Bank, NA, Copies of said documents are hereby attached.

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 that the documents need to be executed so as to allow Star Bank, NA to complete its financing of the Canal View Center Project for Charles Street Associates, Ltd. 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 form and after the earliest period allowed by law.

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

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 3 - 1999

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION designating public depositories and awarding public monies, and declaring an emergency.

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

Section 1:

WHEREAS, the Council of the City of Massillon, Ohio, finds that the notice for applications for deposit of City monies was duly published as required by law and the hour heretofore named having arrived the Council proceeded, in open session, to consider said written application: and

WHEREAS, it is estimated the probable amount of active deposits to be deposited during the period of designation shall be an average of Two Million Dollars per month, and the probable maximum amount to be so deposited at any time, during such period shall be an average of Two Hundred Thousand Dollars per month, and

WHEREAS, written applications have been received as follows:

FOR ACTIVE DEPOSITS

<u>Name of Bank</u>	<u>AMOUNT</u>
First Merit	ALL
Key Bank	ALL
Bank One	ALL
United Bank	ALL
Savings Bank and Trust Company	ALL

FOR INTERIM/INACTIVE DEPOSITS

<u>Name of Bank</u>	<u>AMOUNT</u>
First Merit	ALL
Key Bank	ALL
Bank One	ALL
United Bank	ALL
Savings Bank and Trust Company	ALL
Fifth Third	ALL
National City Bank	ALL

Section 2:

The Council of the City of Massillon finds that five banking institutions have applied for ACTIVE DEPOSITS and seven for INTERIM/INACTIVE deposits, and that the securities tendered are proper. Now, therefore, be it resolved that the deposit of monies for the City of Massillon, Ohio, be awarded to the said banks in accordance with the provisions of the Ohio Revised Code No. 135.08 and No. 135.09

ACTIVE DEPOSITS:

First Merit-Citizens National has been designated as the public depository for ACTIVE deposits for said monies for the City for a period of two (2) years. Said Institution must have a Depository Agreement that is satisfactory to the City of Massillon, along with a signed copy of Massillon's Investment Policy.

INTERIM/INACTIVE DEPOSITS:

All bids were accepted as INTERIM/INACTIVE depositories, including Star Ohio. Monies may be distributed for deposit in the institutions as deemed favorable to the City of Massillon with compliance to Massillon's Investment Policy. These shall also become depositories for said monies for the City for a period of two (2) years. All institutions must have a Depository Agreement that is satisfactory to the City of Massillon, along with a signed copy of Massillon's Investment Policy.

Section 3:

This Resolution 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 further reason that pursuant to Ohio Law it is necessary to enter into a depository contract in the manners hereinbefore provided in order to safeguard the deposit of public funds.



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

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

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

DATE: June 21, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 4 - 1999

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

(SEE ATTACHED PAGES)

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

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

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