

## AGENDA

DATE: FEBRUARY 22, 2000 (TUES)  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

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

**ORDINANCE NO. 21 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*1<sup>st</sup>* **AN ORDINANCE** repealing Ordinance No. 194 - 1999 and enacting a new ordinance authorizing and directing the Mayor to enter into an agreement with International Enterprises, Inc., 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. 22 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*1<sup>st</sup>* **AN ORDINANCE** authorizing the Mayor to enter into a contract agreement with the Perry School District Board of Education and International Enterprises, Inc., whereby authorizing general compensation to the School District resulting from the Enterprise Zone Agreement for the international Enterprises, Inc. Project, and declaring an emergency.

**ORDINANCE NO. 23 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*1<sup>st</sup>* **AN ORDINANCE** repealing Ordinance No. 167 - 1999 and enacting a new ordinance authorizing and directing the Mayor to enter into an agreement with Sterilite Corporation of Ohio, 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. 24 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*1<sup>st</sup>* **AN ORDINANCE** authorizing the Mayor to enter into a contract agreement with the Perry School District Board of Education and Sterilite Corporation of Ohio, whereby authorizing general compensation to the School District resulting from the Enterprise Zone Agreement for the Sterilite Corporation of Ohio Project, and declaring an emergency.

**ORDINANCE NO. 25 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*Southwest Para Annex.*  
*file* **AN ORDINANCE** petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon, Bethlehem and Perry Townships, and declaring an emergency.

**ORDINANCE NO. 26 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*Shawnee*  
*file* **AN ORDINANCE** accepting an application for annexation for territory to the City of Massillon, Ohio, and declaring an emergency.

**ORDINANCE NO. 27 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE**

*file* **AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property located at 117 Cherry Road N.W. and known as Lot No. 6, in the City of Massillon, Ohio, which is currently owned by Annette Piatko, and declaring an emergency.



**ORDINANCE NO. 28 - 2000    BY: PARKS AND RECREATION COMMITTEE**

*★ P*  
**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property known as Lot No. 13475, in the City of Massillon, Ohio, which is currently owned by F & M Properties, and declaring an emergency.

**ORDINANCE NO. 29 - 2000    BY: PARKS AND RECREATION COMMITTEE**

*P*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety to enter into a contract with Bob Ross Buick - GMC Truck to purchase a GMC - Sierra Classic 4-Wheel Drive Pick-up or equivalent, without competitive bidding, through pricing based on State of Ohio purchasing, and approved by the Board of Control, and declaring an emergency.

**ORDINANCE NO. 30- 2000    BY: SEWER AND WASTE DISPOSAL COMMITTEE**

*P*  
**AN ORDINANCE** authorizing and directing the Mayor and the Director of Public Service and Safety to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

**ORDINANCE NO. 31 - 2000    BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE**

*JB P*  
**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety to enter into a contract with URS for professional services related to the construction of SR21/Erie Street Project, and declaring an emergency.

*Feeling - 31-2000  
Does this need to be approved*

**ORDINANCE NO. 32 - 2000    BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE**

*JB JP*  
**AN ORDINANCE** repealing Ordinance No. 221 - 1999 and enacting a new ordinance authorizing the Director of Public Service and Safety to enter into an agreement, to purchase property from Bonk Enterprises for the nine hole expansion of The Legends of Massillon Golf Course, and declaring an emergency.

**ORDINANCE NO. 33 - 2000    BY: FINANCE COMMITTEE**

*SDH JP*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve the second amendment to the scope of service with Johnson Controls for the Comprehensive Energy Savings Project passed in Ordinance No. 147 - 1887, and declaring an emergency.

**ORDINANCE NO. 34 - 2000    BY FINANCE COMMITTEE**

*JB P*  
**AN ORDINANCE** authorizing the issuance of not to exceed \$1,565,000 of notes in anticipation of the issuance of bonds for the purpose of making improvements to S.R. 21 and Erie Street, including road widening and improvements, traffic signalization, drainage improvements, repair and replacement of curbs, street lights, utility relocation and grading and seeding the same, and necessary appurtenances related thereto, the debt service payments for which are expected to be paid from payments in lieu of taxes made pursuant to Section 5709.42, Ohio Revised Code; and declaring an emergency.



**ORDINANCE NO. 35 - 2000    BY FINANCE COMMITTEE**

*JLB*  
*P*  
**AN ORDINANCE** authorizing the issuance of not to exceed \$125,000 of notes in anticipation of the issuance of bonds for the purpose of paying engineering costs related to anticipated road and other infrastructure improvements, the debt service payments for which are expected to be paid from payments in lieu of taxes made pursuant to Section 5709.42, Ohio Revised Code; retiring notes previously issued for such purpose; and declaring an emergency.

*Massillon Market place*

**ORDINANCE NO. 36 - 2000    BY FINANCE COMMITTEE**

*JLB*  
*P*  
**AN ORDINANCE** making certain transfers in the 2000 appropriation from the Marketplace Infrastructure Fund to the TIF Debt Retirement Fund (Market Place), of the City of Massillon, Ohio, and declaring an emergency.

**ORDINANCE NO. 37 - 2000    BY: FINANCE COMMITTEE**

*JLB*  
*Amended*  
*P*  
**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Municipal Golf Course Fund, Capital Improvement Fund, P&R Recreation Center Project Fund, Education and Enforcement Fund, Restaurant License Fund, Massillon Mural Fund, P&R Community Park Project Fund and Marketplace Infrastructure Fund of the City of Massillon, for the year ending December 31, 2000, and declaring an emergency.

*300,000 property acquisition Lincoln Center III*  
*Interest on notes, Funds for construction*  
*† Inspection.*

**RESOLUTION NO. 6 - 2000    BY: FINANCE COMMITTEE**

*P*  
**A RESOLUTION** authorizing the use of a portion of the proceeds of notes or bonds of the City in an estimated principal amount of \$100,000 to be issued for the purpose of constructing a recreation center, including acquiring real property and interests in real property for parks and recreation purposes; and furnishing and equipping all of the foregoing; and landscaping and improving the sites thereof; to reimburse the city's Parks and Recreation Capital Improvement Fund for moneys previously advanced for such purpose.

**7. UNFINISHED BUSINESS**

**8. PETITIONS AND GENERAL COMMUNICATIONS**

- A). LETTER OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM GERALD M. DIVELBISS, DBA CORK N BOTTLE CARRY OUT & DRIVE THRU, 227 THIRD STREET N.W., MASSILLON, OHIO, 44647 TO ARMANDOS CORK N BOTTLE, 227 THIRD STREET N.W., MASSILLON, OHIO, 44647

**9. BILLS, ACCOUNTS AND CLAIMS**

**10. REPORTS FROM CITY OFFICIALS**

- A). MAYOR SUBMITS MONTHLY REPORT FOR JANUARY - 2000
- B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY - 2000
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JANUARY - 2000
- D). TREASURER SUBMITS MONTHLY REPORT FOR JANUARY - 2000
- E). CANTON-STARK COUNTY CRIME LABORATORY ANNUAL REPORT - 1999

**11. REPORTS OF COMMITTEES**

**12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS**



13. CALL OF THE CALENDAR
14. THIRD READING ORDINANCES AND RESOLUTIONS
15. SECOND READING ORDINANCES AND RESOLUTIONS

**ORDINANCE NO. 20 - 2000 BY: HEALTH, WELFARE & BUILDING REGULATIONS COMM**

*2<sup>nd</sup>*  
**AN ORDINANCE** amending CHAPTER 509 "DISORDERLY CONDUCT AND PEACE DISTURBANCE" of the Codified Ordinances of the City of Massillon, by repealing existing Section 509.13 "COMPULSORY SCHOOL ATTENDANCE; PARENTAL DUTY IMPOSED" and enacting a new Section 509.13 "COMPULSORY SCHOOL ATTENDANCE; PARENTAL DUTY IMPOSED" of CHAPTER 509 "DISORDERLY CONDUCT AND PEACE DISTURBANCE, and declaring an emergency.

**RESOLUTION NO. 5 - 2000 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM**

*P  
Amended*  
**A RESOLUTION** reversing the decision of the Massillon Zoning Board of Appeals made on January 13, 2000, wherein the Zoning Board of Appeals did not approve certain variances as it relates to property owned by Ms. Lori Gardner and known as Lot No. 26191 located at 2066 Tremont Avenue S.W., Massillon, Ohio, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS
17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA
18. ADJOURNMENT

SHARON HOWELL  
COUNCIL CLERK

THERE ARE NO PUBLIC HEARINGS THIS EVENING.



DATE: February 22, 1999

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 21 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 194 - 1999 and enacting a new ordinance authorizing and directing the Mayor to enter into an agreement with International Enterprises, Inc., 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, International Enterprises, Inc., is proposing to construct a new facility on a 4.66 acre site in Neocom Park II, on Navarre Road S.E. within the Massillon Enterprise Zone, and International Enterprises, Inc., is proposing to establish a new facility to relocate its manufacturing operations from its present location at 1070 First Street N.E., at a total combined investment of Two Million One Hundred Fifty Thousand Dollars (\$2,150,000.00), (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 International Enterprises, Inc., with the incentives available for development of the Project in said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and



WHEREAS, International Enterprises, Inc., 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 the International Enterprises, Inc., 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.

WHEREAS, this Council passed Ordinance No. 194 - 1999, which approved a 50%, 10 year tax abatement for International Enterprises, Inc., it is now necessary to repeal this ordinance and enact a new ordinance so as to grant a higher tax abatement.

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

Section 1:

That Ordinance No. 194 - 1999 be and hereby is repealed.

Section 2:

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 International Enterprises, Inc. providing for the adoption of a project which will establish a facility and preserve employment opportunities within the City of Massillon Enterprise Zone.

Section 3:

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 the International Enterprises, Inc., 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 \_\_\_\_\_ 2000

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"), and International Enterprises, Inc., an Ohio Corporation with its main offices located at 1070 First Street, N.E., Massillon, Ohio 44646 (hereinafter referred to as "the Enterprise").

### 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 is desirous of establishing a facility within the Enterprise Zone through the construction of a new building that will house the company's wholesale and warehouse operations, including office space (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 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 has 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 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 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 shall construct a new facility on Sterilite Avenue, S.E., in Neocom II Industrial Park to house its wholesale and warehouse operations. This facility shall consist of fifty thousand (50,000) square feet of warehouse space and one thousand seven hundred (1,700) square feet of office space. The Project shall be constructed on a 4.66 acre parcel of land known as and being Part of Out Lot 753, 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, 2 1/2 ton tow motors, hand jacks, pallet racking, a shrink wrapping machine, and miscellaneous furniture and fixtures.

The Project will involve a total investment by the Enterprise of (\$2,150,000) Two Million One Hundred Fifty Thousand Hundred Dollars , plus or minus 10%, at the project site. Included in this investment are (\$1,450,000) One Million Four Hundred Fifty Thousand Dollars for new construction; (\$100,000) One Hundred Thousand Dollars to purchase first used machinery and equipment; furniture and fixtures and (\$600,000) Six Hundred Thousand Dollars in additional inventory above base 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 \$ 0.00.

The Project will begin in September 1999, and all acquisition, construction, and installation will be completed by June 30, 2000.

The total investment by the Enterprise in undertaking this Project and establishing the new facility represents a significant new investment on behalf of the Enterprise, 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 determines that it will not undertake all the improvements set forth in this Section I, or otherwise desires to modify the Project, the Enterprise 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 completion of construction of the aforesaid facility, the equivalent of 10 new full-time permanent job opportunities.

The Enterprise's schedule for hiring is as follows: create -5- new full-time permanent jobs in Year One; create -2- new full-time permanent jobs in Year Two; and create -3- new full-time permanent jobs in Year 3. The job creation period begins December 31, 1999 and all jobs will be in place by December 31, 2002.

The Enterprise currently has 10 full-time permanent employees at its existing Massillon facility located at 1070 First Street, S.E. All of these existing jobs will be retained. In total, the Enterprise has 10 full-time permanent employees in the State of Ohio.

The existing jobs being retained at the Enterprise's current Massillon site have a total annual payroll of (\$774,535) Seven Hundred Seventy-Four Thousand Five Hundred Thirty-Five Dollars. The increase in the number of full time permanent employees at the proposed new facility will result in approximately (\$193,120) One Hundred Ninety-Three Thousand One Hundred Twenty Dollars of additional annual payroll for the Enterprise.

### **Section 3:**

The Enterprise shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised code if requested by the council. The Enterprise shall also be required to supply a copy of the Ohio Department of Taxation State Tax return form 913 to the Tax Incentive Review Council for each year the agreement is in effect or required to be reviewed.

### **Section 4:**

The City of Massillon hereby grants a tax exemption pursuant to Section 5709.62 for eligible new tangible personal property acquired in conjunction with the Project, including but not limited to, 2 1/2 ton tow motors, hand jacks, pallet racking, a shrink wrapping machine, and miscellaneous furniture and fixtures. This tax exemption shall be at the rate of 100% on all machinery and equipment, as well as increases in inventory over the base level, acquired as part of the Project. Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the tangible personal property would first be taxable were that property not exempted from taxation. No exemption for Phase 1 of the Project shall commence after December 31, 2001 nor extend beyond December 31, 2011.

The tax exemption granted in this Section is made subject to the Compensation Agreement (attached hereto as Exhibit "B") by and between International Enterprises, Inc., the Perry School District Board of Education (the "District"), and the City of Massillon. If this Compensation Agreement is not executed or is terminated by the parties, the percentage of abatement granted by the City of Massillon in Section 4 of this Enterprise Zone Agreement shall revert to the rate of 50% on the eligible new tangible personal property as described herein.

### **Section 5:**

The City of Massillon hereby grants the Enterprise a tax exemption for real property improvements made to the Project Site pursuant to Section 5709.62 of the Ohio Revised Code. This tax exemption shall be at the rate of 100%. Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption for Phase 1 of the Project shall commence after December 31, 2001 nor extend beyond December 31, 2011.



The tax exemption granted in this Section is made subject to the Compensation Agreement (attached hereto as Exhibit "B") by and between International Enterprises, Inc., the Perry School District Board of Education (the "District"), and the City of Massillon. If this Compensation Agreement is not executed or is terminated by the parties, the percentage of abatement granted by the City of Massillon in Section 5 of this Enterprise Zone Agreement shall revert to the rate of 50% on the real property improvements as described herein.

The Enterprise 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 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 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 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 hereby certifies that, at the time this agreement is executed, it does not owe any delinquent real or tangible personal property taxes to any taxing authority in the State of Ohio, and does not owe delinquent taxes for which the Enterprise 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 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. 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 affirmatively covenant that it does 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 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, 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 affirmatively covenants that it has 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 has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise 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. \_\_\_\_ -2000, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2000; and International Enterprises, Inc., by Michael Farina, its President, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2000.

**WITNESSED BY:**

**THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_

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

**WITNESSED BY:**

**INTERNATIONAL ENTERPRISES,  
INC.**

\_\_\_\_\_

\_\_\_\_\_  
Michael Farina, President

Approved as to form and legal sufficiency:

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 22 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into an agreement with the Perry School District Board of Education and, International Enterprises, Inc., whereby authorizing general compensation to the School District resulting from the Enterprise Zone Agreement for the International Enterprises, Inc. Project, and declaring an emergency.

WHEREAS, International Enterprises, Inc. has requested a tax abatement on real and personal property from the City of Massillon (hereinafter the "City"); and

WHEREAS, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.60 authorizes municipalities to grant real and/or personal property tax exemptions on eligible new investments; and

WHEREAS, the City provided the School Board with notice of its intent to grant an enterprise zone tax abatement in the amount of 75% for ten years; and

WHEREAS, representatives of International Enterprises, Inc., met with the Superintendent and/or his designees to discuss the impact of the project, requested further tax incentives from the Perry School District (hereinafter "District") and agreed to make certain annual payments to compensate the District for tax revenues foregone as a result of the abatement and in consideration of the District agreeing to a 100% abatement; and

WHEREAS, the proposed payments from International Enterprises, Inc., will compensate the District in an amount estimated and agreed upon by the parties as a result of the abatement.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an agreement with the Perry School District Board of Education, and International Enterprises, Inc., whereby authorizing general compensation to the school district resulting from the Enterprise Zone Agreement for the International Enterprises, Inc., Project.



Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into an agreement with the Perry School District Board of Education and International Enterprises, Inc., whereby authorizing general compensation to the school district resulting from the Enterprise Zone Agreement for the International Enterprises, Inc. Project.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that an agreement between the above named parties must be in place prior to the effective date of the tax abatement. 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 \_\_\_\_\_ 2000

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

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

## ENTERPRISE ZONE COMPENSATION AGREEMENT

This Agreement between the **City of Massillon, Ohio**, a municipal corporation, with its main offices located at One James Duncan Plaza, Massillon, Ohio 44646 (hereinafter "City"), the **Perry Local School District Board of Education**, a public school corporation with its principal offices at, 4201 13th St. SW, Massillon, Ohio 44646 (hereinafter "School Board") and **International Enterprises, Inc.** an Ohio corporation with its main offices located at 1070 1st St. N.E. Massillon, Ohio 44646 (hereinafter "International"); specifies the manner and procedure to be used pursuant to Ohio Revised Code (hereinafter "ORC") Section 5709.82 authorizing general compensation and income tax revenue sharing on new municipal income tax revenues relating to the International Enterprises Enterprise Zone project.

**Whereas**, the Ohio Enterprise Zone Program, pursuant ORC Sections 5709.61 through 5709.69, authorizes municipalities (with the consent of the board of county commissioners where required) to grant real and/or personal property tax exemptions on eligible new investments; and

**Whereas**, the City, 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 within the municipality as an Enterprise Zone; 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; and

**Whereas**, the City has provided the School Board with notice of the project prior to formal approval as required within ORC 5709.83; and

**Whereas**, the City has acted pursuant ORC Section 5709.62 within Ordinance No. \_\_\_\_\_, adopted February 22, 2000 to grant a tax exemption to International and entered into a formal enterprise zone agreement on \_\_\_\_\_2000; and

**Whereas**, the City, the School Board, and International pursuant to ORC Section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

Now, therefore, in consideration of the foregoing and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### **Section 1: Definitions**

As used in this Agreement, the following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by International to the School Board under Section 2 of this Agreement.

"Enterprise Zone Agreement" shall be the Enterprise Zone Agreement executed by the City, and International on \_\_\_\_\_, 2000, and which affects only the Project.

"Exemption Year" shall mean any calendar year in which the real and personal property would be taxable but for the exemptions granted under the Enterprise Zone Agreement.

"Project" shall mean the real and personal property investment by International in connection with improvements to be made to the project site located within the Enterprise Zone and the acquisition of first used equipment and personal property to be utilized in connection therewith and/or located within the Enterprise Zone, as the same is referenced and further described in the Enterprise Zone Agreement.

### **Section 2: Annual Payment Amount**

In consideration of their consent to the tax abatement granted, International hereby agrees to make an annual monetary contribution to the School Board for each Exemption Year during the term of the Enterprise Zone Agreement that International receives a tax exemption with respect to real estate and personal property taxes associated with the Project. The amount of this Annual Payment Amount will be calculated each year in arrears and will be based on the total amount of real estate and personal property tax abatement recognized by International in the preceding year. The amount of International's Annual Payment Amount will be an amount which is equal to fifty percent (50%) of the total real estate and the personal property tax abatement savings recognized by International in the preceding year pursuant to the terms of the Enterprise Zone Agreement, with such payment being made directly to the School Board. Such payments will be made only so long as the Enterprise Zone Agreement is in effect and International is receiving the real estate and the personal property tax exemptions in accordance therewith. All such contributions shall cease if the tax abatement is terminated or replaced with other taxes or required payments in lieu thereof, which payments are not subject to or reduced



by the Enterprise Zone Agreement in the abatement percentages set forth therein. Further, if at any time International is required to reimburse or repay all or any part of the taxes abated under the Enterprise Zone Agreement, then any sums paid by International under this Section, during the term of the Enterprise Zone Agreement shall be applied to the sum to be refunded by International or shall be credited against the taxes or other sums deemed to be due and owing.

International shall make such Annual Payment Amount on or before June 30 of each calendar year following an Exemption Year in which International received the real property and personal property tax exemption.

### **Section 3: Waivers**

Through this Agreement, the School Board hereby waives compliance with the notice requirements of ORC Section 5709.62(D) and the municipal income tax sharing provisions of ORC Section 5709.82 except as otherwise provided in Section 15 herein. With respect to the Enterprise Zone Agreement described herein, the City shall not be required under this Compensation Agreement to make an annual payment to the School Board as described in ORC Section 5709.82 except as otherwise provided in Section 15 herein.

### **Section 4: Division of Annual Payment Amount**

Within thirty (30) business days of receipt of the Annual Payment Amount from International pursuant to Section 2 of this Agreement, the School Board shall pay to the City a portion of the Annual Payment Amount equal to that percentage derived when the effective millage rate levied by the City on the abated improvements for the tax year on which the Annual Payment Amount is calculated is divided by the total effective millage. If the percentage so derived is fractional, the percentage shall be determined to two (2) decimal points (i.e. .00%).

Further, this division of the Annual Payment Amount shall be made only if the net amount of said payment to be retained by the School Board upon division with the City exceeds the net amount of real and personal property tax revenues (taking into account the State funding formula and 23 mill charge off) the School Board would have received as a result of the Project but for the tax exemptions granted by the Enterprise Zone Agreement.

The School Board and City agree that this division of the Annual Payment Amount represents a fair distribution of the Annual Payment Amount in relation to the respective share of the revenues foregone as a result of the enterprise zone tax abatement granted to International above the 50% the City could have granted without permission of the School Board with respect to the Project. The School Board and the City further agree that any disputes between them

concerning division of the Annual Payment Amount under this Section shall be resolved without the necessity of joining or involving International in the dispute.

#### **Section 5: Enforcement**

The obligation to make an Annual Payment Amount to the School Board may be enforced directly against International by the School Board without the requirement of involving or joining the City in any legal action. As the amount of tax liability abated is material to the operation of this Agreement, International, without waiving any confidentiality rights, agrees to cooperate with the City and the School Board to provide information necessary to determine the amount of taxes which are abated in any Exemption Year. International agrees to provide to the City and the School Board annually, promptly upon filing, a copy of its personal property tax return (specifically including Form 913-EX or its successor) containing information on the personal property comprising the Project. International shall provide to the City and the School Board a copy of any real property exemption form filed with the Stark County Auditor or the Ohio Department of Taxation promptly following the filing thereof.

#### **Section 6: Amendments**

This agreement may be amended or modified by the parties, only by means of a written agreement, signed by all parties to this Agreement.

#### **Section 7: Entire Agreement**

This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement, excepting the Enterprise Zone Agreement and any other written agreement which has been executed by the parties thereto.

#### **Section 8: Waiver**

No waiver by the School Board of the performance of any terms or provisions hereof shall constitute, or be construed as, a waiver of performance of the same or any other term or provision hereof.

#### **Section 9: Assignment**

The obligation to make an Annual Payment Amount to the School Board is made for its benefit. Such obligation undertaken by International in this agreement may not be assigned by International without the prior written consent of the School Board, which consent shall not be unreasonably withheld or delayed. The School Board's consent shall not be required for assignments

to (i) any successor entity as a result of consolidation or merger; or (ii) a subsidiary or affiliate of International, the controlling interest of which is held by International.

#### **Section 10: Binding Nature**

This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted assigns or successors.

#### **Section 11: Notices**

All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, by personal delivery, by overnight delivery service, or by fax, and shall be deemed to have been given or delivered when so mailed, personally delivered, deposited with the overnight delivery service, or faxed to the parties hereto at the addresses set forth above. Any party may change contact or address for receiving notices and reports by giving written notice of such change to the other parties.

#### **Section 12: Severability of Provisions**

The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

#### **Section 13: Consent to Tax Exemptions**

The School Board hereby acknowledges that it has received and reviewed the Enterprise Zone Agreement and that it hereby consents and agrees to the tax abatement and exemption percentages set forth herein, for the period of time set forth herein, and under the terms and requirements thereof.

#### **Section 14: Scholarships / Internships**

The parties agree to the following:

Each year that the Enterprise Zone Agreement is in effect, International shall provide \$1,000 for college or trade/technical school scholarships to be awarded by the Perry Local School District. The Board or its "designee shall select the recipients. The scholarships shall be designated as the "International Enterprises, Inc., Scholarship Awards".

Each year that the Enterprise Zone Agreement is in effect, International shall provide an internship program for students of the Perry Local School District. The terms of the program will be mutually agreed to by International and the Superintendent of the District.

**Section 15: Municipal Income Tax Sharing Provisions**

In the event that Section 16: Termination is implemented, the municipal income tax sharing provisions of ORC Section 5709.82 shall be reinstituted.

**Section 16: Termination**

If the funding method for school districts is changed so that the district receives less revenue under the terms of this Agreement than if the abatement had not exceeded the amount the City would have given in the absence of this Agreement (up to the statutory maximum allowed without permission of the District, i.e. up to 50%), the percentage of abatement shall revert to the percentage that would have been given in the absence of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed as this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESSED BY:

THE CITY OF MASSILLON, OHIO

\_\_\_\_\_

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

WITNESSED BY:

THE BOARD OF EDUCATION OF THE  
PERRY LOCAL SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_

\_\_\_\_\_  
Treasurer



WITNESSED BY:

INTERNATIONAL ENTERPRISES,  
INC.

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Michael Farina, President

Approved as to form and legal sufficiency:

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 23 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 167 - 1999 and enacting a new ordinance authorizing and directing the Mayor to enter into an agreement with Sterilite Corporation of Ohio, providing for the adoption of a project which will expand their 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, Sterilite Corporation of Ohio is proposing to construct a new 427,000 square foot addition to its existing facility at 4495 Sterilite Avenue, S.E. within the Massillon Enterprise Zone, at a total combined investment of Seventeen Million Dollars (\$17,000,000.00), (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 Sterilite Corporation of Ohio with the incentives available for development of the Project in said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Sterilite Corporation of Ohio 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 Sterilite Corporation of Ohio 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.

WHEREAS, this Council passed Ordinance No. 167 - 1999, which approved a 75%, 10 year tax abatement for Sterilite Corporation of Ohio, it is now necessary to repeal this ordinance and enact a new ordinance so as to grant a higher tax abatement.

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

Section 1:

That Ordinance No. 167 - 1999 be and hereby is repealed.

Section 2:

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 Sterilite Corporation of Ohio providing for the adoption of a project which will expand their facility and preserve employment opportunities within the City of Massillon Enterprise Zone.

Section 3:

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 Sterilite Corporation of Ohio 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 \_\_\_\_\_ 2000

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"), and Sterilite Corporation of Ohio., an Ohio Corporation with its main offices currently located at 30 Scales Lane, Townsend, MA 01469 (hereinafter referred to as the "Enterprise").

### **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 is desirous of expanding its facility at 4495 Sterilite Avenue, S.E., located within the Massillon Enterprise Zone, through the construction of a new four hundred twenty-seven thousand (427,000) square foot building addition, enabling the company to enlarge its manufacturing and warehouse space (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 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 has 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 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 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 shall undertake the expansion of its facility at 4495 Sterilite Avenue, S.E., through the construction of a new four hundred eighty-nine thousand (489,000) square foot building addition, enabling the company to enlarge its manufacturing and warehouse space. The Project Site is a 22.685 acre site known as and being Part of Out Lot 724, 725, 726, and 754 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, injection molding machinery.

The Project will involve a total investment by the Enterprise of (\$17,000,000) Seventeen Million Dollars , plus or minus 10%, at the project site. Included in this investment are (\$600,000) Six Hundred Thousand Dollars for land acquisition; (\$8,400,000) Eight Million Four Hundred Thousand Dollars for building additions and new construction; (\$5,000,000) Five Million Dollars to purchase first used machinery and equipment; and (\$3,000,000) Three Million 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 (\$5,000,000) Five Million Dollars.

The Project will begin in September 1999, and all acquisition, construction, and installation will be completed by August 2002.

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 determines that it will not undertake all the improvements set forth in this Section I, or otherwise desires to modify the Project, the enterprise 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 35 new full-time permanent job opportunities.

The Enterprise's schedule for hiring is as follows: create -10- new full-time permanent jobs in year one; create 15 new full-time permanent jobs in year two; and create 10 new full-time permanent jobs in year three. The job creation period begins September 30, 1999 and all jobs will be in place by September 30, 2002.

The Enterprise currently has 302 full-time permanent employees and 149 contract employees at the project site. In total, the Enterprise has 302 full-time permanent employees and 149 contract employees in the State of Ohio.

The increase in the number of employees will result in approximately (\$1,500,000) One Million Five Hundred Thousand Dollars of additional annual payroll for the Enterprise. As stated above, all new jobs created will be full-time permanent jobs.

### **Section 3:**

The Enterprise shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised code if requested by the council. The Enterprise shall also be required to supply a copy of the Ohio Department of Taxation State Tax return form 913 to the Tax Incentive Review Council for each year the agreement is in effect or required to be reviewed.

### **Section 4:**

The City of Massillon hereby grants a tax exemption pursuant to Section 5709.62 for eligible new tangible personal property acquired in conjunction with the Project, including but not limited to, injection molding machinery, a water and chilling system, and a material handling system. This tax exemption shall be at the rate of 100% on all machinery and equipment, as well as increases in inventory over the base level, acquired as part of the Project. Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the tangible personal property would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2002 nor extend beyond December 31, 2112.

The tax exemption granted in this Section is made subject to the Compensation Agreement (attached hereto as Exhibit "B") by and between the Enterprise, the Perry Local School District Board of Education (the "District"), and the City of Massillon. If this Compensation Agreement is not executed or is terminated by the parties, the percentage of abatement granted by the City of Massillon in Section 4 of this Enterprise Zone Agreement shall revert to the rate of 75% on the eligible new tangible personal property as described herein.

### **Section 5:**

The City of Massillon hereby grants The Enterprise a tax exemption for real property improvements made to the Project Site pursuant to Section 5709.62 of the Ohio Revised Code. This tax exemption shall be at the rate of 100%. Each identified project improvement will receive a ten year exemption period. The exemption commences the first year for which the real property exemption would first be taxable were that property not exempted from taxation. No exemption shall commence after December 31, 2002, nor extend beyond December 31, 2012.



The tax exemption granted in this Section is made subject to the Compensation Agreement (attached hereto as Exhibit "B") by and between the Enterprise, the Perry Local School District Board of Education (the "District"), and the City of Massillon. If this Compensation Agreement is not executed or is terminated by the parties, the percentage of abatement granted by the City of Massillon in Section 5 of this Enterprise Zone Agreement shall revert to the rate of 75% on the real property improvements as described herein.

The Enterprise 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 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 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 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 hereby certifies that at the time this agreement is executed, The Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority in the State of Ohio, and does not owe delinquent taxes for which The Enterprise 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 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. 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 affirmatively covenants that it does 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 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, 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 affirmatively covenants that it has 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 has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the Enterprise 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. \_\_\_\_ -2000, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2000; and Sterilite Corporation of Ohio, by Steven L. Stone, its President, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_, 2000.

**WITNESSED BY:**

**THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_

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

**WITNESSED BY:**

**STERILITE CORPORATION OF OHIO**

\_\_\_\_\_

\_\_\_\_\_  
Steven L. Stone, President

Approved as to form and legal sufficiency:

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



DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 24 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into an agreement with the Perry School District Board of Education and Sterilite Corporations of Ohio, whereby authorizing general compensation to the School District resulting from the Enterprise Zone Agreement for the Sterilite Corporations of Ohio, Project, and declaring an emergency.

WHEREAS, Sterilite Corporations of Ohio, have requested a tax abatement on real and personal property from the City of Massillon (hereinafter the "City"); and

WHEREAS, the Ohio Enterprise Zone Program, pursuant to ORC Sections 5709.61 through 5709.60 authorizes municipalities to grant real and/or personal property tax exemptions on eligible new investments; and

WHEREAS, the City provided the School Board with notice of its intent to grant an enterprise zone tax abatement in the amount of 75% for ten years; and

WHEREAS, representatives of Sterilite Corporations of Ohio, met with the Superintendent and/or his designees to discuss the impact of the project, requested further tax incentives from the Perry School District (hereinafter "District") and agreed to make certain annual payments to compensate the District for tax revenues foregone as a result of the abatement and in consideration of the District agreeing to a 100% abatement; and

WHEREAS, the proposed payments from Sterilite Corporations of Ohio, will compensate the District in an amount estimated and agreed upon by the parties as a result of the abatement.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an agreement with the Perry School District Board of Education, and Sterilite Corporations of Ohio, whereby authorizing general compensation to the school district resulting from the Enterprise Zone Agreement for the Sterilite Corporations of Ohio Project.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized to enter into an agreement with the Perry School District Board of Education and Sterilite Corporations of Ohio, whereby authorizing general compensation to the school district resulting from the Enterprise Zone Agreement for the Sterilite Corporations of Ohio Project.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that an agreement between the above named parties must be in place prior to the effective date of the tax abatement. 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 \_\_\_\_\_ 2000

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

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

## ENTERPRISE ZONE COMPENSATION AGREEMENT

This Agreement between the **City of Massillon, Ohio**, a municipal corporation, with its main offices located at One James Duncan Plaza, Massillon, Ohio 44646 (hereinafter "City"), the **Perry Local School District Board of Education**, a public school corporation with its principal offices at 4201 13th Street, SW, Massillon, Ohio 44646 (hereinafter "School Board") and **Sterilite Corporation of Ohio**, an Ohio corporation with its main offices located at 30 Scales Lane, Townsend, MA 01469 (hereinafter "Sterilite"); specifies the manner and procedure to be used pursuant to Ohio Revised Code (hereinafter "ORC") Section 5709.82 authorizing general compensation and income tax revenue sharing on new municipal income tax revenues relating to the Sterilite Enterprise Zone project.

**Whereas**, the Ohio Enterprise Zone Program, pursuant ORC Sections 5709.61 through 5709.69, authorizes municipalities (with the consent of the board of county commissioners where required) to grant real and/or personal property tax exemptions on eligible new investments; and

**Whereas**, the City, 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 within the municipality as an Enterprise Zone; 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; and

**Whereas**, the City has provided the School Board with notice of the project prior to formal approval as required within ORC 5709.83; and

**Whereas**, the City has acted pursuant ORC Section 5709.62 within Ordinance No. \_\_\_\_\_, adopted February 22, 2000 to grant a tax exemption to Sterilite and entered into a formal enterprise zone agreement on \_\_\_\_\_ 2000; and

**Whereas**, the City, the School Board, and Sterilite pursuant to ORC Section 5709.82 elect to enter into a Compensation Agreement concerning the benefits relating to the aforementioned project.

**Now, therefore,** in consideration of the foregoing and the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

### **Section 1: Definitions**

As used in this Agreement, the following shall have the meanings set forth below:

"Annual Payment Amount" shall mean the amount paid directly by Sterilite to the School Board under Section 2 of this Agreement.

"Enterprise Zone Agreement" shall be the Enterprise Zone Agreement executed by the City, and Sterilite on \_\_\_\_\_, 1999, and which affects only the Project.

"Exemption Year" shall mean any calendar year in which the real and personal property would be taxable but for the exemptions granted under the Enterprise Zone Agreement.

"Project" shall mean the real and personal property investment by Sterilite in connection with improvements to be made to the project site located within the Enterprise Zone and the acquisition of first used equipment and personal property to be utilized in connection therewith and/or located within the Enterprise Zone, as the same is referenced and further described in the Enterprise Zone Agreement.

### **Section 2: Annual Payment Amount**

In consideration of their consent to the tax abatement granted, Sterilite hereby agrees to make an annual monetary contribution to the School Board for each Exemption Year during the term of the Enterprise Zone Agreement that Sterilite receives a tax exemption with respect to real estate and personal property taxes associated with the Project. The amount of this Annual Payment Amount will be calculated each year in arrears and will be based on the total amount of real estate and personal property tax abatement recognized by Sterilite in the preceding year. The amount of Sterilite's Annual Payment Amount will be an amount which is equal to twenty-five percent (25%) of the total real estate and the personal property tax abatement savings recognized by Sterilite in the preceding year pursuant to the terms of the Enterprise Zone Agreement, with such payment being made directly to the School Board. Such payments will be made only so long as the Enterprise Zone Agreement is in effect and Sterilite is receiving the real estate and the personal property tax exemptions in accordance therewith. All such contributions shall cease if the tax abatement is terminated or replaced with other taxes or required payments in lieu thereof, which payments are not subject to or reduced by the Enterprise Zone Agreement in the abatement percentages set forth therein. Further, if at any time Sterilite is



required to reimburse or repay all or any part of the taxes abated under the Enterprise Zone Agreement, then any sums paid by Sterilite under this Section, during the term of the Enterprise Zone Agreement shall be applied to the sum to be refunded by Sterilite or shall be credited against the taxes or other sums deemed to be due and owing.

Sterilite shall make such Annual Payment Amount on or before June 30 of each calendar year following an Exemption Year in which Sterilite received the real property and personal property tax exemption.

### **Section 3: Waivers**

Through this Agreement, the School Board hereby waives compliance with the notice requirements of ORC Section 5709.62(D) and the municipal income tax sharing provisions of ORC Section 5709.82 except as otherwise provided in Section 15 herein. With respect to the Enterprise Zone Agreement described herein, the City shall not be required under this Compensation Agreement to make an annual payment to the School Board as described in ORC Section 5709.82 except as otherwise provided in Section 15 herein.

### **Section 4: Division of Annual Payment Amount**

Within thirty (30) business days of receipt of the Annual Payment Amount from Sterilite pursuant to Section 2 of this Agreement, the School Board shall pay to the City a portion of the Annual Payment Amount equal to that percentage derived when the effective millage rate levied by the City on the abated improvements for the tax year on which the Annual Payment Amount is calculated is divided by the total effective millage. If the percentage so derived is fractional, the percentage shall be determined to two (2) decimal points (i.e. .00%).

Further, this division of the Annual Payment Amount shall be made only if the net amount of said payment to be retained by the School Board upon division with the City exceeds the net amount of real and personal property tax revenues (taking into account the State funding formula and 23 mill charge off) the School Board would have received as a result of the Project but for the tax exemptions granted by the Enterprise Zone Agreement.

The School Board and City agree that this division of the Annual Payment Amount represents a fair distribution of the Annual Payment Amount in relation to the respective share of the revenues foregone as a result of the enterprise zone tax abatement granted to Sterilite above the 75% the City could have granted without permission of the School Board with respect to the Project. The School Board and the City further agree that any disputes between them concerning division of the Annual Payment Amount under this Section shall be resolved without the necessity of joining or involving Sterilite in the dispute.

**Section 5: Enforcement**

The obligation to make an Annual Payment Amount to the School Board may be enforced directly against Sterilite by the School Board without the requirement of involving or joining the City in any legal action. As the amount of tax liability abated is material to the operation of this Agreement, Sterilite, without waiving any confidentiality rights, agrees to cooperate with the City and the School Board to provide information necessary to determine the amount of taxes which are abated in any Exemption Year. Sterilite agrees to provide to the City and the School Board annually, promptly upon filing, a copy of its personal property tax return (specifically including Form 913-EX or its successor) containing information on the personal property comprising the Project. Sterilite shall provide to the City and the School Board a copy of any real property exemption form filed with the Stark County Auditor or the Ohio Department of Taxation promptly following the filing thereof.

**Section 6: Amendments**

This agreement may be amended or modified by the parties, only by means of a written agreement, signed by all parties to this Agreement.

**Section 7: Entire Agreement**

This agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement, excepting the Enterprise Zone Agreement and any other written agreement which has been executed by the parties thereto.

**Section 8: Waiver**

No waiver by the School Board of the performance of any terms or provisions hereof shall constitute, or be construed as, a waiver of performance of the same or any other term or provision hereof.

**Section 9: Assignment**

The obligation to make an Annual Payment Amount to the School Board is made for its benefit. Such obligation undertaken by Sterilite in this agreement may not be assigned by Sterilite without the prior written consent of the School Board, which consent shall not be unreasonably withheld or delayed. The School Board's consent shall not be required for assignments to (i) any

successor entity as a result of consolidation or merger; or (ii) a subsidiary or affiliate of Sterilite, the controlling interest of which is held Sterilite.

#### **Section 10: Binding Nature**

This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted assigns or successors.

#### **Section 11: Notices**

All payments, certificates, reports and notices which are required to or may be given pursuant to the provisions of this agreement shall be sent by regular mail, postage prepaid, by personal delivery, by overnight delivery service, or by fax, and shall be deemed to have been given or delivered when so mailed, personally delivered, deposited with the overnight delivery service, or faxed to the parties hereto at the addresses set forth above. Any party may change contact or address for receiving notices and reports by giving written notice of such change to the other parties.

#### **Section 12: Severability of Provisions**

The invalidity of any provision of this agreement shall not affect the other provisions of this agreement, and this agreement shall be construed in all respects as if any invalid portions were omitted.

#### **Section 13: Consent to Tax Exemptions**

The School Board hereby acknowledges that it has received and reviewed the Enterprise Zone Agreement and that it hereby consents and agrees to the tax abatement and exemption percentages set forth herein, for the period of time set forth herein, and under the terms and requirements thereof.

#### **Section 14: Scholarships / Internships**

The parties agree to the following:

Each year that the Enterprise Zone Agreement is in effect, Sterilite shall provide \$2,000 for college or trade / technical school Scholarships to be awarded by the Perry Local School District. The Board or its "designee shall select the recipients. The scholarships shall be designated as the "Sterilite Corporation Scholarship Awards".

Each year that the Enterprise Zone Agreement is in effect, Sterilite shall provide an internship program for students of the Perry Local School District. The terms

of the program will be mutually agreed to by Sterilite and the Superintendent of the District.

**Section 15: Municipal Income Tax Sharing Provisions**

In the event that Section 16: Termination is implemented, the municipal income tax sharing provisions of ORC Section 5709.82 shall be reinstituted.

**Section 16: Termination**

If the funding method for school districts is changed so that the district receives less revenue under the terms of this Agreement than if the abatement had not exceeded the amount the City would have given in the absence of this Agreement (up to the statutory maximum allowed without permission of the District, i.e. up to 75%), the percentage of abatement shall revert to the percentage that would have been given in the absence of this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed as this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

WITNESSED BY:

\_\_\_\_\_

THE CITY OF MASSILLON, OHIO

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

WITNESSED BY:

\_\_\_\_\_

THE BOARD OF EDUCATION OF THE  
PERRY LOCAL SCHOOL DISTRICT

\_\_\_\_\_  
Superintendent

\_\_\_\_\_

\_\_\_\_\_  
Treasurer

**WITNESSED BY:**

**STERILITE CORPORATION OF OHIO**

\_\_\_\_\_

\_\_\_\_\_  
Steven L. Stone, President

Approved as to form and legal sufficiency:

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



DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 25 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE petitioning the Board of County Commissioners of Stark County, Ohio, for a change in the township lines of Massillon, Bethlehem and Perry Townships, and declaring an emergency.

WHEREAS, Massillon Township was erected to conform with the corporation limits of the City of Massillon, Stark County, Ohio by the Board of County Commissioners on August 19, 1963, and

WHEREAS, the corporation limits of the City of Massillon, Ohio, have been enlarged since the erection of said Massillon Township, through the annexation of one (1) tract of land comprising a part of Bethlehem and Perry Townships, and

WHEREAS, these annexed lands are still shown as a part of Bethlehem and Perry Townships, and the County Commissioners must amend the boundaries.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that the corporation limits of the City of Massillon includes one (1) tract of land which is part of Bethlehem and Perry Townships, Stark County, Ohio, and that it will be in the public interest of the City to have the boundaries of said Bethlehem and Perry Townships changed by excluding this one (1) tract of land from said Bethlehem and Perry Townships and adding this one (1) tract of land to Massillon Township within the corporation limits of the City.

Section 2:

The Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07 Ohio Revised Code, to change the Township boundaries of Bethlehem Township, Perry Township and Massillon Township, all in Stark County, Ohio, by excluding from said Bethlehem and Perry Townships by adding to said Massillon Township the respective areas thereof which are presently located within the corporation limits of the City of Massillon, Ohio, which areas are described as follows:

Known and being part of the Southeast Quarter Section 30, part of the Northeast, Northwest, Southeast and Southwest Quarter Sections 31, Part of the Northwest and Southwest Quarter Sections 32, of Perry Township and Part of the Northwest Quarter Section 5 and Northeast and Southeast Quarter Section 6 of Bethlehem Township, Stark County, State of Ohio and being further described as follows:

Beginning at an iron pin at the Northeast corner of said Southwest Quarter Section 32 Perry Township,

Thence N 85° 14' 39" W a distance of 700.01' to an iron pin in the north line of said Quarter Section and the true place of beginning of the tract herein described:

Thence following the eastern property line of a tract of land currently or previously owned by the Standard Slag Company as described in Deed Volume 2471, Page 454 in the Stark County Auditor's Records:

S 04° 55' 22" W a distance of 881.72' to a point,

S 25° 24' 02" W a distance of 1755.56' to a point,

S 85° 07' 03" E a distance of 747.39' to a point said point being in the centerline of SR 21/US 62;

Thence continuing along said centerline S 25° 24' 02" W a distance of 157.49' to a point said point being in the line between Perry and Bethlehem Townships;

Thence continuing along said Township line N 85° 22' 43" W a distance of 2268.64' to a point said point being in the centerline of the Tuscarawas River as portrayed by the Shillman Survey of 1916;

Thence continuing said centerline the following courses:

S 19° 36' 21" W a distance of 667.36' to a point,

S 07° 30' 58" W a distance of 164.05' to a point,

S 20° 19' 58" W a distance of 406.32' to a point,

S 23° 18' 58" W a distance of 409.29' to a point,

S 14° 08' 36" W a distance of 450.89' to a point said point being in the existing corporation line of the Village of Navarre;

Thence continuing the existing Village of Navarre corporation line the following courses:

N 83° 30' 52" W a distance of 158.09' to a point,

S 09° 41' 54" W a distance of 531.09' to a point along a curve to the right through a central angle of 00° 49' 15" an arc distance of 485.16' a chord bearing of S 09° 15' 01" W a distance of 485.15' to a point said point being in the centerline of Elton Road;

Thence along the centerline of Elton Road N 83° 04' 12" W, a distance of 108.01' to a point;

Thence around a curve to the right through a central angle of 16° 52' 46" an arc distance of 855.79' a chord bearing of S 38° 53' 03" W a distance of 852.70' to a point;

Thence around a curve to the right through a central angle of 05° 21' 30" on a distance of 85.28' a chord bearing of N 61° 49' 20" W a distance of 85.25' to a point;

Thence around a curve to the left through a central angle of 17° 53' 33" an arc distance of 830.91' a chord bearing of N 40° 06' 39" E a distance of 827.53' to a point said point being in the centerline of Elton Road;

Thence continuing along said centerline S 83° 04' 12" E a distance of 7.63' to a point;

Thence around a curve to the left through a central angle of  $11^{\circ} 29' 25''$  on a distance of 507.29' a chord bearing of  $N 25^{\circ} 39' 48'' E$  a distance of 506.44' to a point said point being in the south property line of a tract of land currently or previously owned by the Standard Slag Company as described in Deed 2786, Page 291 in the Stark County Auditor's Records;

Thence continuing along said tract of land the following courses:

S  $88^{\circ} 36' 44'' W$  a distance of 613.95' to a point,  
 S  $07^{\circ} 00' 44'' W$  a distance of 390.79' to a point,  
 N  $84^{\circ} 01' 36'' W$  a distance of 717.21' to a point,  
 N  $33^{\circ} 11' 01'' W$  a distance of 760.58' to a point,  
 N  $25^{\circ} 17' 01'' W$  a distance of 348.94' to a point,  
 N  $19^{\circ} 20' 01'' W$  a distance of 234.86' to a point,  
 N  $69^{\circ} 16' 01'' W$  a distance of 314.74' to a point,  
 N  $05^{\circ} 34' 40'' E$  a distance of 1821.70' to a point said point being in the line between Perry and Bethlehem Township;

Thence continuing along said township line S  $85^{\circ} 11' 14'' E$  a distance of 323.00' to a point;

Thence along the boundary of the tracts of land currently or previously owned by Standard Slag as described in Volume 2628, Page 338 in the Stark County Auditor's Records the following courses:

N  $06^{\circ} 43' 43'' E$  a distance of 2035.00' to a point,  
 N  $85^{\circ} 16' 17'' W$  a distance of 1258.78' to a point,  
 N  $54^{\circ} 11' 30'' E$  a distance of 1988.35' to a point,

Thence around a curve to the left through a central angle of  $22^{\circ} 55' 10''$  an arc distance of 1203.69' a chord bearing N  $42^{\circ} 32' 47'' E$  a distance of 1195.68' to a point; Thence

N  $18^{\circ} 07' 11'' E$  a distance of 70.61' to a point,  
 S  $02^{\circ} 56' 28'' E$  a distance of 77.35' to a point,  
 S  $81^{\circ} 16' 57'' E$  a distance of 790.58' to a point,

Thence around a curve to the right through a central angle of  $09^{\circ} 36' 16''$  an arc distance of 578.33' a chord bearing of S  $44^{\circ} 07' 31'' E$  a distance of 577.65' to a point said point being in the west property line of a tract of land currently or previously owned by the City of Massillon as described in the Stark County Auditor's Records the following courses:

Thence around a curve to the left through a central angle of  $05^{\circ} 52' 21''$  an arc distance of 583.87' a chord bearing N  $08^{\circ} 10' 20'' N$  a distance of 583.61' to a point,

Thence N  $11^{\circ} 06' 30'' W$  a distance of 1692.89' to a point;

Thence N  $78^{\circ} 24' 09'' E$  a distance of 89.62' to a point said point being on the centerline of the Tuscarawas River;

Thence continuing along the centerline of said River the following courses:

N 13° 31' 01" E a distance of 190.28' to a point,  
 N 36° 14' 15" E a distance of 188.08' to a point,  
 N 43° 34' 39" E a distance of 306.45' to a point,  
 N 26° 36' 08" E a distance of 132.42' to a point,  
 N 01° 30' 36" E a distance of 140.65' to a point,  
 N 02° 17' 39" E a distance of 92.58' to a point,  
 N 01° 20' 29" W a distance of 91.75' to a point,  
 N 02° 35' 02" W a distance of 95.74' to a point,

Said point being in the east property line of a tract of land currently or previously owned by the Stark County Commissioners as described in Volume 3038, Page 476 in the Stark County Auditor's Records;

Thence following said property line in accordance to Shillman Survey of the Ohio Canal as traced by Amos in 1916 the following courses:

S 07° 54' 16" E a distance of 100.02' to a point,  
 S 12° 36' 33" E a distance of 22.85' to a point,  
 S 09° 18' 13" E a distance of 60.62' to a point,  
 S 87° 25' 20" E a distance of 37.29' to a point,  
 S 74° 52' 52" E a distance of 53.85' to a point,  
 N 52° 49' 27" E a distance of 100.72' to a point,  
 S 85° 19' 01" E a distance of 53.50' to a point,  
 S 50° 15' 46" E a distance of 37.67' to a point,  
 S 41° 20' 05" E a distance of 125.01' to a point,  
 S 05° 40' 54" E a distance of 100.02' to a point,  
 S 58° 28' 45" W a distance of 124.09' to a point,  
 N 86° 16' 29" W a distance of 99.64' to a point,  
 S 31° 58' 38" W a distance of 19.21' to a point,  
 S 06° 15' 19" W a distance of 65.43' to a point,  
 S 25° 59' 25" W a distance of 113.83' to a point,  
 S 05° 04' 31" W a distance of 100.89' to a point,  
 S 02° 52' 32" W a distance of 100.45' to a point,  
 S 03° 00' 01" W a distance of 100.47' to a point,  
 S 01° 22' 31" E a distance of 100.85' to a point,  
 S 01° 42' 46" E a distance of 100.00' to a point,  
 S 00° 38' 46" W a distance of 100.10' to a point,  
 S 07° 36' 24" E a distance of 100.50' to a point,  
 S 11° 27' 31" E a distance of 91.59' to a point,  
 S 01° 38' 03" E a distance of 100.61' to a point,  
 S 08° 05' 47" E a distance of 200.01' to a point,  
 S 06° 52' 28" E a distance of 60.90' to a point,  
 S 04° 54' 54" E a distance of 39.15' to a point,  
 S 06° 35' 36" E a distance of 100.03' to a point,  
 S 09° 03' 24" E a distance of 100.02' to a point,  
 S 05° 50' 57" E a distance of 100.07' to a point,  
 S 06° 45' 54" E a distance of 100.02' to a point,  
 S 06° 08' 07" E a distance of 100.05' to a point,  
 S 07° 28' 01" E a distance of 101.18' to a point,  
 S 07° 32' 09" E a distance of 100.01' to a point,

S 08° 46' 22" E a distance of 100.05' to a point,  
S 07° 31' 28" E a distance of 100.00' to a point,  
S 06° 39' 54" E a distance of 100.00' to a point,  
S 08° 16' 08" E a distance of 100.03' to a point,  
S 08° 21' 46" E a distance of 90.26' to a point,  
S 12° 11' 13" E a distance of 100.08' to a point,  
S 13° 50' 50" E a distance of 87.78' to a point,

Said point being in the north property of a tract of land currently or previously owned by the Standard Slag Company as described in Volume 2472, Page 454 in the Stark County Auditor's Records. Thence along said tract's property line the following courses: S 84° 55' 38" E a distance of 2570.07' to a point,

Said point being in the west right-of-way line of SR 21/US62

S 03° 36' 26" W a distance of 60.02' to a point,  
N 84° 55' 38" W a distance of 655.10' to a point,  
S 04° 58' 44" W a distance of 1263.90' to a point said point also being the true place of beginning containing,

23.42 acres in the Southeast Quarter Section 30 Perry Township  
101.53 acres in the Northeast Quarter Section 31 Perry Township  
3.08 acres in the Northwest Quarter Section 31 Perry Township  
166.28 acres in the Southeast Quarter Section 31 Perry Township  
13.03 acres in the Southwest Quarter Section 31 Perry Township  
63.29 acres in the Northwest Quarter Section 32 Perry Township  
117.98 acres in the Southwest Quarter Section 32 Perry Township  
0.20 acres in the Northwest Quarter Section 5 Bethlehem Township  
166.12 acres in the Northeast Quarter Section 6 Bethlehem Township  
1.54 acres in the Southeast Quarter Section 6 Bethlehem Township

Total acreage to be annexed is 656.47 acres, more or less.

### Section 3:

Attached hereto and made a part of this Ordinance is one (1) map covering the tract of land described in Section 2 of this Ordinance.

### Section 4:

The Board of County Commissioners of Stark County, Ohio, are hereby petitioned under the authority of Section 503.07, Ohio Revised Code, to add the one (1) tract of land described in Section 2 of this Ordinance to Massillon Township, Stark County, Ohio.



Section 5:

Upon passage of this Ordinance the Clerk of Council is directed to forward a certified copy thereof and the attached map, together with an authenticated copy of the proceedings relating thereto, to the Board of County Commissioners of Stark County, Ohio.

Section 6:

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of this community and for the further reason that the timely resolution of its subject matter is essential for making the boundary lines of Massillon Township conform with the corporation lines of the City of Massillon, Ohio. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 26 - 2000

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 Perry Township, was duly filed by Steven D. Hamit, Agent for the petitioners, and

WHEREAS, the said petition was duly considered by the Board of County Commissioners of Stark County, Ohio, on December 16, 1999, and

WHEREAS, the Board of County Commissioners on December 16, 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 December 23, 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 Steven D. Hamit, 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:

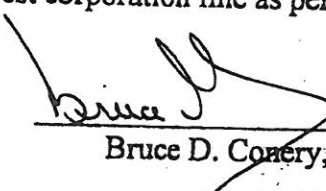
Known as being part of the Northwest Quarter of Section 5, Perry Township, (T-10, R-9), Stark County, State of Ohio and being further described as follows:

Beginning at a 1 inch pinch top pipe found at the northwest corner of Lot 15882 in the City of Massillon, said pipe being the true place of beginning for the tract of land herein described;

1. Thence S 05°15'44"W along the west line of said Lot 15882 and the west end of Shaw Avenue N.E., a 50 foot public right-of-way and the west line of Lot 15881 in said City of Massillon, a distance of 350.66 feet to a 1/2 inch iron pipe in concrete found at the southwest corner of said Lot 15881;
2. Thence N88°11'26"W a distance of 305.67 feet to a 5/8 inch iron bar with Conery cap set;
3. Thence N05°15'44"E a distance of 351.53 feet to the southwest corner of Lot 12575 in said City of Massillon, witnessed by a 5/8 inch iron bar in concrete found at N05°15'44"E, 0.27 feet;
4. Thence S88°04'36"E along the south line of said Lot 12575 and the south lines of Lots 12574 and 12573 in said City of Massillon, a distance of 305.64 feet to the true place of beginning.

The above described tract of land to be annexed to the City of Massillon contains 2.459 acres in the Northwest Quarter of Section 5, Perry Township; as surveyed by Buckeye Surveying Services in July of 1999.

Basis of Bearings: N-05°15'44"E on a west corporation line as per a survey by Buckeye Surveying Services, Inc. in June, 1987.

  
Bruce D. Conery, P.S.



Section 2:

The City Council Clerk 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 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 \_\_\_\_\_ 2000

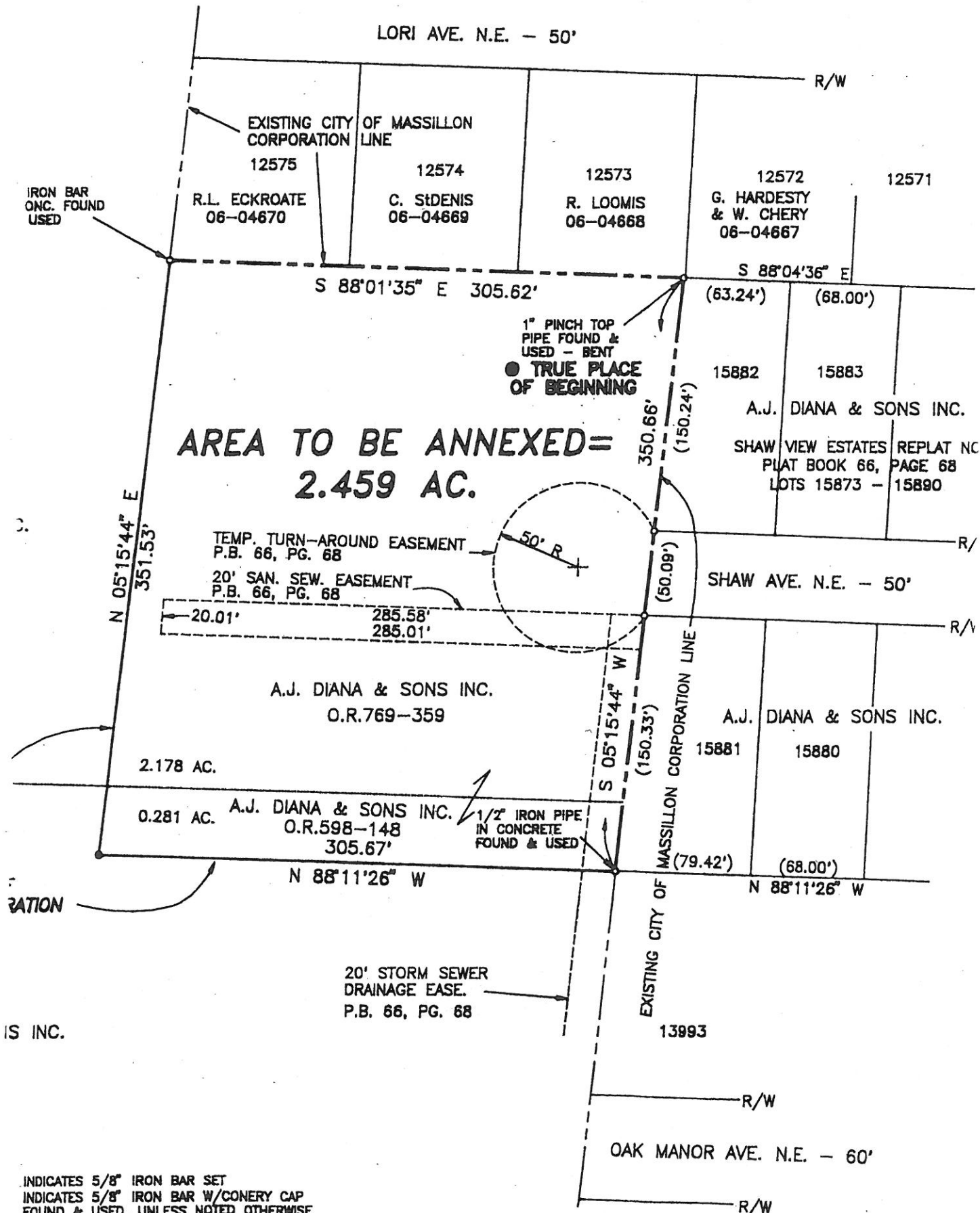
APPROVED: \_\_\_\_\_  
SHARON HOWELL, CLERK OF COUNCIL DENNIS D. HARWIG, PRESIDENT

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

2223 FULTON DR. N.W.  
CANTON, OHIO 44709

PHONE: 453-8339

JULY, 1999





DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 27 - 2000

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property located at 117 Cherry Road N.W and known as Lot No. 6, in the City of Massillon, Ohio, which is currently owned by Annette Piatko, and declaring and emergency.

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

Section 1:

The real property owned by Annette Piatko, which is located at 117 Cherry Road N.W. and known as Lot No. 6, in the City of Massillon, Ohio, is needed for a municipal purpose for the Lincoln Centre Phase III Program.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for Sixty-Seven Thousand Dollars (\$67,000.00) and upon the execution and approval the said Director of Public Service and Safety is further authorized to execute and approve all necessary documents to expedite the purchase of said real estate.

Section 3:

The City Auditor is hereby authorized to pay the purchase price of Sixty-Seven Thousand Dollars (\$67,000.00) from the "Property Acquisitions" Acct. No. 1401.410.2590.

Section 4:

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5:

That this Ordinance is hereby declared to be an emergency measure, immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the acquisition of the real estate is necessary for further development within the downtown area 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 \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 28 - 2000

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of property known as Lot No. 13475, City of Massillon, Ohio, which is currently owned by F & M Properties, and declaring and emergency.

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

Section 1:

The real property owned by F & M Properties, which is known as Lot No.13475, City of Massillon, Ohio.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for Eighteen Thousand Dollars (\$18,000.00) and upon the execution and approval the said Director of Public Service and Safety is further authorized to execute and approve all necessary documents to expedite the purchase of said real estate.

Section 3:

The City Auditor is hereby authorized to pay the purchase price of Eighteen Thousand Dollars (\$18,000.00) from the "Rec Center Project" Acct. No. 1435.505.2510.

Section 4:

It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5:

That this Ordinance is hereby declared to be an emergency measure, immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the acquisition of the real estate is necessary for further development within the downtown area 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 \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 29 -2000

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, to enter into a contract with Bob Ross Buick - GMC Truck to purchase a GMC - Sierra Classic 4-Wheel Drive Pick-up or equivalent, without competitive bidding, through pricing based on State of Ohio purchasing and approved by the Board of Control and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract with Bob Ross Buick - GMC Truck to purchase a GMC - Sierra Classic 4-Wheel Drive Pick-up or equivalent, without competitive bidding, through pricing based on State of Ohio purchasing and approved by the Board of Control. The cost of said contract shall not exceed Twenty Thousand Seven Hundred Sixty-Two Dollars and Twenty-Five Cents (\$20,762.25).

Section 2:

The Director of Public Service and Safety of the City of Massillon is hereby authorized to enter into a contract with Bob Ross Buick - GMC Truck to purchase a GMC - Sierra Classic 4-Wheel Drive Pick-up or equivalent, without competitive bidding, through pricing based on State of Ohio purchasing and approved by the Board of Control

Section 3:

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



Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason the City of Massillon enter into a contract with Bob Ross Buick - GMC Truck so that the vehicle may be purchased for use by the Parks and Recreation 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: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 30 - 2000

BY: SEWER AND WASTE DISPOSAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Mayor and Director of Public Service and Safety to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District

Section 2:

The Mayor and Director of Public Service and Safety of the City of Massillon, Ohio, are hereby authorized and directed to enter into the Recycling Program Grant Agreement with the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.

Section 3:

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

Section 4:

The cost of said agreement shall be Twenty-Five Thousand Dollars (\$25,000.00).

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the grant agreement be entered into for the efficient operation of the recycling 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 \_\_\_\_\_ 2000

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

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

**2000 RECYCLING PROGRAM GRANT AGREEMENT  
STARK-TUSCARAWAS-WAYNE  
JOINT SOLID WASTE MANAGEMENT DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and between the Stark-Tuscarawas-Wayne Joint Solid Waste Management District (the District), acting by and through its Board of Directors (the Board), and the City of Massillon (the Grantee), under the circumstances summarized in the following recitals:

WHEREAS, the Grantee has submitted an application in the form attached as Exhibit A (the Application) to the District for a grant (the Grant) to provide funding for the recycling program described therein (the Program); and

WHEREAS, the Board has determined, based upon its review of the Application, that the Grant should be awarded in the amount of \$ 25,000.00 to provide funding for portions of the Program, and that fees levied under Division (B) of Section 3734.57 of the Revised Code and appropriated by the Board for the purpose of funding recycling programs in connection with implementation of the District's Solid Waste Management Plan, should be expended to fund the Grant in the amount of \$ 25,000.00; and

WHEREAS, the Board has authorized its Chairman and Secretary to execute and deliver this Agreement with the Grantee relating to the administration of the Grant; and

WHEREAS, the Grantee has been authorized by its governing body to enter into this Agreement;

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the District and the Grantee agree as follows:

**Section 1. Grant Award Disbursements to the Grantee, and Use of Disbursements**

- 1.01 The District hereby awards to the Grantee the Grant in an amount not exceeding \$ 25,000.00 for the purpose of providing financial assistance for the Program Activities specified (as Items I, II and III, the Approved Activities), that are in accordance with its form attached as Exhibit B (Fundable Expenses) in the Program Budget included in the Application. The District agrees to disburse Grant funds to the Grantee for Approved Activities in an amount not exceeding the amount set forth above. The Grantee hereby acknowledges and agrees that the amounts payable to the Grantee under this Agreement are and shall be payable solely from any moneys on deposit from time to time in the fund into which fees levied by the District under Division (B) of Section 3734.57 of the Revised Code are required to be deposited, and that amount payable to the Grantee under this Agreement are not payable from any other moneys of the District, the Board or the Solid Waste Management Policy Committee of the District (the Policy Committee) or from any moneys of Stark County, Tuscarawas County or Wayne County (the Counties). This Agreement does not and shall not constitute a general obligation of the District, the Board, the Policy Committee or any of the Counties.

- 1.02 Disbursements to the Grantee. Grantee shall prepare and submit quarterly invoices, the form attached hereto as Exhibit C (the Quarterly Invoice), for the expenses incurred for Approved Activities of the Program to the Board on each of the following dates:

- 1) April 30, 2000
- 2) July 31, 2000
- 3) October 31, 2000 (and)
- 4) January 31, 2001.

Grant funds shall be disbursed quarterly by the District, for actual expenses incurred, to the Grantee or a payee designated by the Grantee for Approved Activities within 30 days after receipt by the District of said invoice provided by the Grantee evidencing that the Grantee has paid expenses of Approved Activities in the amount requested to be disbursed or that the amount requested to be disbursed is due and payable for expenses incurred, each such invoice to be prepared, completed and signed in a form and a manner satisfactory to the Executive Director/Treasurer.

- 1.03 Grantee agrees that Grant funds shall be used solely to reimburse it for the payment of expenses of Approved Activities or to pay those expenses. Expenses incurred by the Grantee for items that are not a part of the Approved Activities or costs incurred for items in the Approved Activities that are in excess of the amount of the Grant shall not be reimbursed without the prior written approval of the District.

## **Section 2. Progress Reports**

- 2.01 Grantee shall prepare and submit progress reports, the form attached here to as Exhibit D (the Quarterly Report), on the Status of the Program to the Board on each of the following dates, each such report to be prepared, completed, and signed in form and a manner satisfactory to the Executive Director/Treasurer.

- (1) April 30, 2000;
- (2) July 31, 2000
- (3) October 31, 2000 (and)
- (4) January 31, 2001.

- 2.02 Each progress report shall set forth the purpose for which Grant funds have been expended and the extent to which Program objectives have been achieved.

## **Section 3. Compliance with Federal and State Law**

- 3.01 The Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex or any disability.



- 3.02 Neither the Grantee nor its employees are employees of the District. Grantee accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the Grantee and all employees engaged by the Grantee.
- 3.03 The Grantee shall carry out the aforementioned Program and administer the Grant in accordance with all applicable federal, state and local laws and all terms of this Agreement.
- 3.04 The Board shall at any reasonable time have the right of access to and right to audit any and all books and records, financial or otherwise, pertinent to the administration of this Grant. Those books and records shall be kept in a common file to facilitate audits and inspections.

#### **Section 4. Indemnification**

Grantee agrees, to the extent permitted by law, to protect, defend, indemnify and hold the District, the Board, the Policy Committee, any committee or subcommittee thereof and their officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omissions of the Grantee, negligent or otherwise, and its employees, officers, agents or independent contractors. Grantee agrees, to the extent permitted by law, to pay all damages, costs and expenses of the District, the Board, the Policy Committee, any committee or subcommittee thereof and their officers, employees and agents, in defending any action arising out of the aforementioned acts or omissions.

#### **Section 5. Miscellaneous**

- 5.01 Notices: All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be given when mailed, postage prepaid, addressed as follows:

if to the District: Board of Directors  
Stark-Tuscarawas-Wayne Joint Solid Waste Mngmnt District  
9918 Wilkshire Blvd NE  
Bolivar, OH 44612  
Attn: Mr. Phillip F. Palumbo  
Executive Director/Treasurer

if to the Grantee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

- 5.02 Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the District contained in this Agreement are and shall be deemed to be covenants, stipulations, obligations and agreements to the full extent authorized by law and permitted by the Constitution of the State. No covenant, stipulation, obligation or agreement of the District contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the District, the Board, the Policy Committee or any committee or subcommittee thereof, in other than that person's official capacity.
- 5.03 Binding Effect. This agreement shall inure to the benefit of and shall be binding upon the District and Grantee and their respective successors and assigns, provided that this Agreement shall not be assigned by either party without the consent of the other party.
- 5.04 Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified or added to except by an instrument executed in the same manner as this Agreement approved by the Board and the governing body of the Grantee.
- 5.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- 5.06 Severability. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act, action or part thereof, made, assumed, entered into, or taken thereunder (except to the extent that such remainder, section, provision or other covenant, stipulation, obligation, agreement, act, action or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act, action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.
- 5.07 Construction. The terms used in this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon the District and the Grantee to accomplish the purposes of this Agreement.
- 5.08 Captions and Headings. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- 5.09 Laws of State Govern. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with those laws.

5.10 Termination of Agreement. This Agreement shall terminate on January 15, 2001, or at such earlier date as may be elected by the District if the Board hereafter determines in its sole discretion that the conduct of the Program by the Grantee is not specified in the Application, or the Grantee has not complied in any respect with the terms of this Agreement. In the event of such termination, the Grantee shall be paid only for any non cancelable obligation properly incurred by the Grantee prior to termination.

IN WITNESS WHEREOF, the District, acting by and through the Board, and the Grantee, have caused this Agreement to be executed and to be effective on the date set forth above.

THE CITY OF MASSILLON

STARK-TUSCARAWAS-WAYNE JOINT  
SOLID WASTE MANAGEMENT DISTRICT

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

By: \_\_\_\_\_  
Chairman, Board of Directors

And By: \_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Secretary, Board of Directors

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 31 - 2000

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into a contract with URS for professional services related to the construction of SR21/Erie Street Project, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a contract with URS for professional services related to the construction of SR21/Erie Street project.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract with URS for professional services related to the construction of SR21/Erie Street Project. The cost of said contract shall not exceed Sixty-Five Thousand Five Hundred Dollars (\$ 65,500.00).

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 conduct a survey to determine the amount of traffic for future development within the area. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 32 - 2000

BY: PUBLIC UTILITIES/GOLF COURSE COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 221 - 1999 and enacting a new ordinance authorizing the Director of Public Service and Safety to enter into an agreement, to purchase property from Bonk Enterprises for the nine hole expansion of The Legends of Massillon Golf Course, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to repeal Ordinance No. 221 - 1999 and enact a new ordinance authorizing the Director of Public Service and Safety to enter into an agreement, to purchase property from Bonk Enterprises for the nine hole expansion of The Legends of Massillon Golf Course.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into an agreement, to purchase property from Bonk Enterprises for the nine hole expansion of The Legends of Massillon Golf Course.

Section 3:

The cost of the purchase of this said property shall be Four Hundred Thousand Dollars (\$400,000.00).

Section 4:

The City Auditor is hereby authorized to pay the purchase price of Four Hundred Thousand Dollars (\$400,000.00) from the Muni Golf Course Fund.



Section 5:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary that the contract agreement be entered into for the purchase of additional property for the expansion of The Legends of Massillon Golf Course. 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 \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 33 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to approve the second amendment to the scope of service with Johnson Controls for the Comprehensive Energy Savings Project passed in Ordinance No. 147 - 1997, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary for the Director of Public Service and Safety of the City of Massillon, Ohio, to approve the second amendment to the scope of service with Johnson Controls for the Comprehensive Energy Savings Project passed in Ordinance No. 147 - 1997.

Section 2:

The Director of Public Service and Safety be and is hereby authorized to approve the second amendment to the scope of service with Johnson Controls for the Comprehensive Energy Savings Project passed in Ordinance No. 147 - 1997. A copy of said amendment is attached hereto.

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 further reason that said amendment is necessary for the items associated with the recently acquired United Bank Building, and improvements to Massillon City Hall. 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 \_\_\_\_\_ 2000

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

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

City of Massillon Phase II

Fim\_sml 2/14/2000 11:56 AM

DATED: FEBRUARY 22, 2000

CLERK: SHARON K. HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 34 - 2000

BY: THE FINANCE COMMITTEE

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,565,000 OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF MAKING IMPROVEMENTS TO S.R. 21 AND ERIE STREET, INCLUDING ROAD WIDENING AND IMPROVEMENTS, TRAFFIC SIGNALIZATION, DRAINAGE IMPROVEMENTS, REPAIR AND REPLACEMENT OF CURBS, STREET LIGHTS, UTILITY RELOCATION AND GRADING AND SEEDING OF SAME, AND NECESSARY APPURTENANCES RELATED THERETO, THE DEBT SERVICE PAYMENTS FOR WHICH ARE EXPECTED TO BE PAID FROM PAYMENTS IN LIEU OF TAXES MADE PURSUANT TO SECTION 5709.42, OHIO REVISED CODE; AND DECLARING AN EMERGENCY.

WHEREAS, the City Auditor (the "City Auditor") of the City of Massillon (the "City") has certified to the Council of the City (the "Council") that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five (5) years, the maximum maturity of bonds being twenty (20) years and notes being twenty (20) years;

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

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$1,565,000 for the purpose of paying the cost of financing the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be six per centum (6.00%) per annum, payable semiannually until the principal sum is paid and shall mature in twenty (20) annual installments.

Section 3. It is necessary to issue and this Council hereby determines that notes shall be issued in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed \$1,565,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the City Auditor and certified to this Council and shall mature on such date as shall be determined by the City Auditor and certified to this Council, provided that such maturity date shall not be later than two years after the date of issuance of the Notes.

Section 5. It is hereby determined that, for purposes of issuance and sale, it is in the best interest of the City to combine the Notes with other notes of the City, authorized by other legislation of this Council adopted on the date hereof. The Notes and such other notes will jointly referred to herein as the "Combined Notes". The Combined Notes shall be designated "City of Massillon, Stark County, Ohio S.R. 21/Erie Street Improvement Notes, Series 2000."

Section 6. The Combined Notes shall be issued as one fully registered note in book-entry only form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Combined Notes. The Combined Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. The exemption requires that, (i) the Combined Notes be issued only in authorized denominations of \$100,000 or more and with restrictions that prevent the sale or transfer of Combined Notes in principal amounts of less than \$100,000 and (ii) the Combined Notes be sold to no more than 35 persons each of whom the Original Purchaser (as defined hereinbelow) reasonably believes: (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Combined Notes and (B) is not purchasing the Combined Notes for more than one account or with a view to distributing the Combined Notes. Based upon the foregoing, beneficial interests in the Combined Notes are not to be sold or transferred in principal amounts of less than \$100,000.

Section 7. The Combined Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Combined Notes shall, to the extent necessary, be used only for the retirement of the Combined Notes at maturity, together with interest thereon, and is hereby pledged for such purpose.

Section 8. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Combined Notes are outstanding, in an amount which is sufficient to provide funds to pay interest upon the Combined Notes as and when the same fall due and to provide a fund for the repayment of the principal of the Combined Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.



Section 9. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Combined Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Combined Notes and Bonds in any year, including payments in lieu of taxes made pursuant to Section 5709.42, Ohio Revised Code, paid by property owners directly benefiting from the Project, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Combined Notes and Bonds in accordance with law.

Section 10. The Combined Notes shall bear interest at such rate per annum as shall be determined by the City Auditor and certified to this Council, provided that such rate shall not exceed six per centum (6%) per annum, based on a 360-day year of twelve 30-day months, payable semi-annually on March 1 and September 1 of each year beginning September 1, 2000 or on such other dates as shall be determined by the City Auditor. The Combined Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Columbus, Ohio (the "Original Purchaser") at the par value thereof, and the City Auditor of this Council is hereby authorized and directed to deliver the Combined Notes, when executed, to said purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery.

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest or premium on the Combined Notes shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal and interest on the Combined Notes in the manner provided by law.

Section 11. The Combined Notes shall be executed by the City Auditor and the Mayor, provided that either but not both of such signatures may be a facsimile. The Combined Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 12. Fifth Third Bank, is hereby appointed to act as the authenticating agent, note registrar, transfer agent and paying agent (collectively, the "Note Registrar") for the Combined Notes. So long as any of the Combined Notes remain outstanding, the City will cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Combined Notes as provided in this section (the "Note Register"). The person in whose name any Combined Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Combined Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Combined Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Combined Note, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Combined Notes of any authorized denomination or denominations equal in the aggregate to the

unmatured principal amount of the Combined Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Combined Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Combined Note or Combined Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Combined Notes surrendered, and bearing interest at the same rate and maturing on the same date.

In all cases in which Combined Notes are exchanged or transferred hereunder, the City shall cause to be executed and the Note Registrar shall authenticate and deliver Combined Notes in accordance with the provisions of the Note Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Combined Notes. All Combined Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Note Ordinance, as the Combined Notes surrendered upon that transfer or exchange.

Section 13. For purposes of the Note Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry and (ii) physical Combined Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Combined Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Combined Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Combined Notes and to effect transfers of Combined Notes, in book entry form.

The Combined Notes will be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of the Note Ordinance; (i) there shall be a single Combined Note of each maturity, (ii) those Combined Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Combined Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Combined Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Combined Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Note service charges on Combined Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Combined Notes as provided in the Note Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Combined Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Combined Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in the Note Ordinance, without prior presentation or surrender of the Combined Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Combined Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Combined Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, the Note Ordinance.

The Clerk of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested, a letter agreement among the City, the Note Registrar and The Depository Trust Company, to be delivered in connection with the issuance of the Combined Notes to the Depository for use in a book entry system in substantially the form submitted to the City.

If any Depository determines not to continue to act as a depository for the Combined Notes for use in a book entry system, the City and the Note Registrar may attempt to have established a securities depository/book entry relationship with another qualified Depository under the Note Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Combined Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Combined Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 14. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Combined Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Combined Notes so that the Combined Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Combined Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The City Auditor, or any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Combined Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Combined Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the City Auditor, which action shall be in writing and signed by the City Auditor, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to

assure the exclusion of interest from gross income and the intended tax status of the Combined Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The City Auditor shall keep and maintain adequate records pertaining to investment of all proceeds of the Combined Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Combined Notes which limits the amount of Combined Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The City Auditor of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Combined Notes requires any such reports or rebates.

The Combined Notes are hereby designated by the City to be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City Auditor, or any other officer of the City, including the Mayor, is authorized and directed to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the representations, warranties and covenants of the City designed to assure that the Combined Notes will remain "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Section 15. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Combined Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Combined Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Auditor and a no-litigation certificate of the Mayor and the City Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 16. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 17. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Combined Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Combined Notes.

Section 18. The Clerk is hereby directed to forward a certified copy of this ordinance to the Auditor of Stark County, Ohio.



Section 19. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that this ordinance must be immediately effective so that the City can begin work on the Project during favorable weather conditions; wherefore this ordinance shall take effect and be in force from and immediately after its adoption.

Adopted in Council on this 22nd day of February, 2000.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President of Council

Approved:

\_\_\_\_\_  
Mayor

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of Ordinance No. \_\_\_\_\_ duly adopted by the Council of the City of Massillon, Ohio on February 22, 2000, and that a true copy thereof was certified to the County Auditor of Stark County, Ohio, on February \_\_\_\_, 2000.

\_\_\_\_\_  
Clerk  
City of Massillon, Ohio

RECEIPT OF COUNTY AUDITOR FOR  
LEGISLATION PROVIDING  
FOR THE ISSUANCE OF  
GENERAL OBLIGATION NOTES

I, Janet Weir Creighton, the duly elected, qualified, and acting County Auditor in and for Stark County, Ohio hereby certify that a certified copy of Ordinance No. \_\_\_\_\_ and Ordinance No. \_\_\_\_\_ duly adopted by the City Council of the City of Massillon, Stark County, Ohio on February 22, 2000, providing for the issuance of general obligation notes designated City of Massillon, Stark County, Ohio S.R. 21/Erie Street Improvement Notes, Series 2000, in the amount of \$1,690,000 were filed in this office on February \_\_\_\_, 2000.

WITNESS my hand and official seal at Canton, Ohio this \_\_\_\_ day of February, 2000.

[SEAL]

\_\_\_\_\_  
County Auditor  
Stark County, Ohio



DATED: FEBRUARY 22, 2000

CLERK: SHARON K. HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO 35 - 2000

BY: THE FINANCE COMMITTEE

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$125,000 OF NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING ENGINEERING COSTS RELATED TO ANTICIPATED ROAD AND OTHER INFRASTRUCTURE IMPROVEMENTS, THE DEBT SERVICE PAYMENTS FOR WHICH ARE EXPECTED TO BE PAID FROM PAYMENTS IN LIEU OF TAXES MADE PURSUANT TO SECTION 5709.42, OHIO REVISED CODE; RETIRING NOTES PREVIOUSLY ISSUED FOR SUCH PURPOSE; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City (the "Council") of the City of Massillon (the "City") has issued notes dated August 26, 1999 pursuant to Ordinance No. 161-1999, in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) (the "Outstanding Notes") in anticipation of the issuance of bonds herein described, which Outstanding Notes will mature on March 1, 2000, and it appears advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of bonds; and

WHEREAS, the City Auditor (the "City Auditor") of the City has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five (5) years, the maximum maturity of bonds being twenty (20) years and notes being nineteen (19) years;

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

Section 1. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$125,000 for the purpose of paying the cost of financing the Project.

Section 2. The Bonds shall be dated prior to the maturity date of the Notes (as defined hereinbelow), shall bear interest at the maximum average annual interest rate presently estimated to be six per centum (6.00%) per annum, payable semiannually until the principal sum is paid and shall mature in twenty (20) annual installments.

Section 3. It is necessary to issue and this Council hereby determines that notes shall be issued in anticipation of the issuance of the Bonds.

Section 4. Such anticipatory notes (the "Notes") shall be in the amount of not to exceed \$125,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the City Auditor and certified to this Council and shall mature on such date as shall be determined by the City Auditor and certified to this Council, provided that such maturity date shall not be later than two years after the date of issuance of the Notes.

Section 5. It is hereby determined that, for purposes of issuance and sale, it is in the best interest of the City to combine the Notes with other notes of the City, authorized by other legislation of this Council adopted on the date hereof. The Notes and such other notes will jointly referred to herein as the "Combined Notes". The Combined Notes shall be designated "City of Massillon, Stark County, Ohio S.R. 21/Erie Street Improvement Notes, Series 2000."

Section 6. The Combined Notes shall be issued as one fully registered note in book-entry only form in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Coupons shall not be attached to the Combined Notes. The Combined Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission. The exemption requires that, (i) the Combined Notes be issued only in authorized denominations of \$100,000 or more and with restrictions that prevent the sale or transfer of Combined Notes in principal amounts of less than \$100,000 and (ii) the Combined Notes be sold to no more than 35 persons each of whom the Original Purchaser (as defined hereinbelow) reasonably believes: (A) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of investment in the Combined Notes and (B) is not purchasing the Combined Notes for more than one account or with a view to distributing the Combined Notes. Based upon the foregoing, beneficial interests in the Combined Notes are not to be sold or transferred in principal amounts of less than \$100,000.

Section 7. The Combined Notes shall be the full general obligation of the City, and the full faith, credit and revenue of the City are hereby pledged for the prompt payment of the same. The par value to be received from the sale of the Bonds and any excess funds resulting from the issuance of the Combined Notes shall, to the extent necessary, be used only for the retirement of the Combined Notes at maturity, together with interest thereon, and is hereby pledged for such purpose.

Section 8. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the ten mill limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Combined Notes are outstanding, in an amount which is

sufficient to provide funds to pay interest upon the Combined Notes as and when the same fall due and to provide a fund for the repayment of the principal of the Combined Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

Section 9. The Debt Service Levy shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of such years are certified, extended and collected. The Debt Service Levy shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from the Debt Service Levy shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Combined Notes and Bonds when and as the same fall due. Notwithstanding the foregoing, if the City determines that funds will be available from other sources for the payment of the Combined Notes and Bonds in any year, including payments in lieu of taxes made pursuant to Section 5709.42, Ohio Revised Code, paid by property owners directly benefiting from the Project, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Combined Notes and Bonds in accordance with law.

Section 10. The Combined Notes shall bear interest at such rate per annum as shall be determined by the City Auditor and certified to this Council, provided that such rate shall not exceed six per centum (6%) per annum, based on a 360-day year of twelve 30-day months, payable semi-annually on March 1 and September 1 of each year beginning September 1, 2000 or on such other dates as shall be determined by the City Auditor. The Combined Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Columbus, Ohio (the "Original Purchaser") at the par value thereof, and the City Auditor of this Council is hereby authorized and directed to deliver the Combined Notes, when executed, to said purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery.

The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. Any accrued interest or premium on the Combined Notes shall be transferred to the Bond Retirement Fund to be applied to the payment of the principal and interest on the Combined Notes in the manner provided by law.

Section 11. The Combined Notes shall be executed by the City Auditor and the Mayor, provided that either but not both of such signatures may be a facsimile. The Combined Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 12. Fifth Third Bank is hereby appointed to act as the authenticating agent, note registrar, transfer agent and paying agent (collectively, the "Note Registrar") for the Combined Notes. So long as any of the Combined Notes remain outstanding, the City will cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Combined Notes as provided in this section (the "Note Register"). The person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Combined Notes, including the interest thereon, to the extent of the amount or amounts so paid.

Any Note, upon presentation and surrender at the office of the Note Registrar, together with a request for exchange signed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar, may be exchanged for Combined Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Combined Notes surrendered, and bearing interest at the same rate and maturing on the same date.

A Note may be transferred only on the Note Register upon presentation and surrender thereof at the office of the Note Registrar, together with an assignment executed by the registered owner or by a person authorized by the owner to do so by a power of attorney in a form satisfactory to the Note Registrar. Upon that transfer, the Note Registrar shall complete, authenticate and deliver a new Note or Notes of any authorized denomination or denominations equal in the aggregate to the unmatured principal amount of the Combined Notes surrendered, and bearing interest at the same rate and maturing on the same date.

In all cases in which Combined Notes are exchanged or transferred hereunder, the City shall cause to be executed and the Note Registrar shall authenticate and deliver Combined Notes in accordance with the provisions of the Note Ordinance. The exchange or transfer shall be without charge to the owner; except that the City and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Combined Notes. All Combined Notes issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under the Note Ordinance, as the Combined Notes surrendered upon that transfer or exchange.

Section 13. For purposes of the Note Ordinance, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Combined Notes may be transferred only through a book entry and (ii) physical Combined Notes in fully registered form are issued only to a depository or its nominee as registered owner, with the Combined Notes "immobilized" to the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in those Combined Notes.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its participants, a book entry system to record beneficial ownership of Combined Notes and to effect transfers of Combined Notes, in book entry form.



The Combined Notes will be initially issued to a Depository for use in a book entry system, and the provisions of this section shall apply, notwithstanding any other provision of the Note Ordinance; (i) there shall be a single Combined Note of each maturity, (ii) those Combined Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book entry form shall have no right to receive Combined Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Combined Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book entry; and (v) the Combined Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City. Note service charges on Combined Notes in book entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative upon presentation and surrender of Combined Notes as provided in the Note Ordinance.

The Note Registrar may, with the approval of the City, enter into an agreement with the beneficial owner or registered owner of any Combined Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Combined Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in the Note Ordinance, without prior presentation or surrender of the Combined Note, upon any conditions which shall be satisfactory to the Note Registrar and to the City. That payment in any event shall be made to the person who is the registered owner of that Combined Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Note Registrar will furnish a copy of each of those agreements, certified to be correct by the Note Registrar, to other paying agents for Combined Notes and to the City. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, the Note Ordinance.

The Clerk of the City is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, if requested, a letter agreement among the City, the Note Registrar and The Depository Trust Company, to be delivered in connection with the issuance of the Combined Notes to the Depository for use in a book entry system in substantially the form submitted to the City.

If any Depository determines not to continue to act as a depository for the Combined Notes for use in a book entry system, the City and the Note Registrar may attempt to have established a securities depository/book entry relationship with another qualified Depository under the Note Ordinance. If the City and the Note Registrar do not or are unable to do so, the City and the Note Registrar, after the Note Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Combined Notes from the Depository and authenticate and deliver bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Combined Notes), if the event is not the result of action or inaction by the City or the Note Registrar, of those persons requesting such issuance.

Section 14. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Combined Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Combined Notes so that the Combined Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the

Combined Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The City Auditor, or any other officer of the City, including the Mayor, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Combined Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Combined Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the City Auditor, which action shall be in writing and signed by the City Auditor, or any other officer of the City, including the Mayor, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Combined Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with sections 141 through 150 of the Code and the Regulations.

The City Auditor shall keep and maintain adequate records pertaining to investment of all proceeds of the Combined Notes sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Combined Notes which limits the amount of Combined Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits to the United States Department of the Treasury. The City Auditor of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Combined Notes requires any such reports or rebates.

The Combined Notes are hereby designated by the City to be "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City Auditor, or any other officer of the City, including the Mayor, is authorized and directed to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the representations, warranties and covenants of the City designed to assure that the Combined Notes will remain "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Section 15. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Combined Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Combined Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the City Auditor and a no-litigation certificate of the Mayor and the City Auditor, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 16. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council,



and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 17. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Combined Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Combined Notes.

Section 18. The Clerk is hereby directed to forward a certified copy of this ordinance to the Auditor of Stark County, Ohio.

Section 19. This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the Outstanding Notes are about to mature and it is necessary to issue the Combined Notes herein and it is necessary to make immediate provision for their repayment in order to preserve the credit of the City; wherefore this ordinance shall take effect and be in force from and immediately after its adoption.

Adopted in Council on this 22nd day of February, 2000.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President of Council

Approved:

\_\_\_\_\_  
Mayor

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of Ordinance No. \_\_\_\_\_ duly adopted by the Council of the City of Massillon, Ohio on February 22, 2000, and that a true copy thereof was certified to the County Auditor of Stark County, Ohio, on February \_\_\_\_, 2000.

\_\_\_\_\_  
Clerk  
City of Massillon, Ohio

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 36 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain transfers in the 2000 appropriation from the Marketplace Infrastructure Fund to the TIF Debt Retirement Fund (Market Place), 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 2000 appropriation from the Marketplace Infrastructure Fund to the TIF Debt Retirement Fund (Market Place), of the City of Massillon, the following:

\$ 2,725.00 FROM: "Marketplace Infrastructure" 1419.435.2710  
TO: "Tax Increment" 1340.905.1860

Section 2:

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 Marketplace Project, 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 \_\_\_\_\_ 2000

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

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

DATE: February 22, 2000

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 37 - 2000

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Municipal Golf Course Fund, Capital Improvement Fund, P&R Recreation Center Project Fund, Education and Enforcement Fund, Restaurant License Fund, Massillon Mural Fund, P&R Community Park Project Fund and Marketplace Infrastructure Fund of the City of Massillon, for the year ending December 31, 2000, 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 Municipal Golf Course Fund for the year ending December 31, 2000, the following:

\$571,312.43 to an account entitled "Capital Project" 1432.920.2510

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund for the year ending December 31, 2000, the following:

\$300,000.00 to an account entitled "Property Acquisition" 1401.410.2590

Section 3:

There be and hereby is appropriated from the unappropriated balance of P&R Recreation Center Project Fund for the year ending December 31, 2000, the following:

\$ 18,000.00 to an account entitled "Capital Projects - Recreation Center Project" 1435.505.2510

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Education and Enforcement Fund for the year ending December 31, 2000, the following:

\$ 10,900.00 to an account entitled "Equipment" 1226.305.2530

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Restaurant License Fund for the year ending December 31, 2000, the following:

\$ 5,000.00 to an account entitled "Supplies" 1211.720.2410

Section 6:

There be and hereby is appropriated from the unappropriated balance of the P&R Community Park Project Fund for the year ending December 31, 2000, the following:

\$ 5,000.00 to an account entitled "Capital Projects - Massillon Community Park" 1434.505.2510

Section 7:

There be and hereby is appropriated from the unappropriated balance of the Massillon Mural Fund for the year ending December 31, 2000, the following:

\$ 4,382.86 to an account entitled "Mural Project-Phase IV" 3112.905.2510

Section 8:

There be and hereby is appropriated from the unappropriated balance of the Marketplace Infrastructure Fund for the year ending December 31, 2000, the following:

~~\$ 1,580,000~~  
\$ 2,725.00 to an account entitled "Marketplace Infrastructure".1419.435.2710

Section 9:

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

1,565,000  
15,000  
1,580,000

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

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

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



DATED: February 22, 2000

CLERK: SHARON K. HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 6 -2000

BY: THE FINANCE COMMITTEE

RESOLUTION AUTHORIZING THE USE OF A PORTION OF THE PROCEEDS OF NOTES OR BONDS OF THE CITY IN AN ESTIMATED PRINCIPAL AMOUNT OF \$100,000 TO BE ISSUED FOR THE PURPOSE OF CONSTRUCTING A RECREATION CENTER, INCLUDING ACQUIRING REAL PROPERTY AND INTERESTS IN REAL PROPERTY FOR PARKS AND RECREATION PURPOSES; AND FURNISHING AND EQUIPPING ALL OF THE FOREGOING; AND LANDSCAPING AND IMPROVING THE SITES THEREOF; TO REIMBURSE THE CITY'S PARKS AND RECREATION CAPITAL IMPROVEMENT FUND FOR MONEYS PREVIOUSLY ADVANCED FOR SUCH PURPOSE.

WHEREAS, the City of Massillon (the "City") may advance costs for the above-referenced purpose (the "Project") from its Parks and Recreation Capital Improvement Fund; and

WHEREAS, the City desires to reimburse any such costs with a portion of the proceeds of the above-referenced notes or bonds (collectively referred to herein as the "Bonds").

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

Section 1. The City intends that this resolution constitute an "official intent" for purposes of Section 1.150-2(e) of the Treasury Regulations prescribed under the Internal Revenue Code of 1986, as amended, and declares its intention to use a portion of the proceeds of the Bonds to reimburse the City for expenses of the Project advanced from its Parks and Recreation Capital Improvement Fund.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.



Section 3. This resolution is a resolution passed subsequent to initial legislation for the project; wherefore this resolution shall take effect and be in force from and immediately after its adoption.

Passed in Council on this 22nd day of February, 2000.

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
President of Council

Approved:

\_\_\_\_\_  
Mayor

CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of Resolution No. \_\_\_\_\_ duly passed by the Council of the City of Massillon, Ohio on the 22nd day of February, 2000.

\_\_\_\_\_  
Clerk  
City of Massillon, Ohio