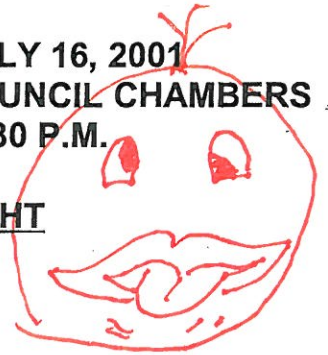


AGENDA

DATE: JULY 16, 2001
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

Halter - vac.

THERE ARE NO PUBLIC HEARINGS TONIGHT



1. ROLL CALL
2. INVOCATION - COUNCILMAN TIM BRYAN
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. 162 - 2001 BY: POLICE AND FIRE COMMITTEE

Passed 8-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a grant agreement with the Ohio State Board of Emergency Medical Services for funding for equipment and training for emergency medical service operations for the Massillon Fire Department, and declaring an emergency.

ORDINANCE NO. 163- 2001 BY: SEWER AND WASTE COMMITTEE

Passed 1-0
AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, without competitive bidding, with Republic Services of Ohio II, L.L.C. for the disposal of municipal solid waste for the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 164- 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

Passed 8-0
AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of Lot No. 3 and Part of Lot No. 4, which is currently owned by Carl Oser, and declaring an emergency.

ORDINANCE NO. 165- 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

P.H. SEPT 4
13-1
Ready
AN ORDINANCE amending Section 111.02 of the Massillon Code rezoning a certain tract of land from Perry Township to Massillon Zoning, and declaring an emergency.

ORDINANCE NO. 166- 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

P.H. SEPT 4
10-1
Ready
AN ORDINANCE amending Section 111.02 of the Massillon Code rezoning a certain tract of land from R-1 Single Family Residential to B-1 Local Business, and declaring an emergency.

ORDINANCE NO. 167 - 2001 BY: FINANCE COMMITTEE

6-0
Passed 8-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the Community Development Block Grant Program Fund, Parks and Recreation Fund, Wastewater Treatment Plant Fund, and the Solid Waste Fund for the year ending December 31, 2001, and declaring an emergency.

Included EMS Funds.

ORDINANCE NO. 168 - 2001 **BY: PARKS AND RECREATION COMMITTEE**

AN ORDINANCE authorizing and directing the Director of Public Service and Safety to enter into an agreement for the purchase of Out Lot No. 795, which is currently owned by the Massillon Tiger Football Booster Club, and declaring an emergency.

ORDINANCE NO. 169 - 2001 BY: HEALTH, WELFARE & BUILDING REGULATIONS COMM

AN ORDINANCE amending CHAPTER 1301 "OHIO BASIC BUILDING CODES" of the Codified Ordinances of the City of Massillon, by enacting a new Section 1301.11 "Plan Examination Fees" of CHAPTER 1301 "OHIO BASIC BUILDING CODES", and declaring an emergency.

RESOLUTION NO. 18 - 2001 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

A RESOLUTION declaring the necessity for the Director of Public Service and Safety of the City of Massillon to install a fifteen minute loading zone to be used by the business located at 815 Wales Road N.E., Massillon, Ohio, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

- A) LETTER FROM DIVISION OF LIQUOR CONTROL REGARDING TRANSFER OF LIQUOR LICENSE FROM REVCO DISCOUNT DRUG CENTERS INC. DBA CVS PHARMACY 4420, 235 LINCOLN WAY W., SUITE B-100, MASSILLON, OHIO 44646 TO REVCO DISCOUNT DRUG CENTERS INC. DBA CVS PHARMACY 4420, 242 LINCOLN WAY WEST, MASSILLON, OHIO 44647

9. ~~BILLS~~, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY REPORT FOR JUNE - 2001
B). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JUNE- 2001
C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JUNE - 2001
D). TREASURER SUBMITS MONTHLY REPORT FOR JUNE - 2001

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR

14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 138- 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

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

CEWS TO ~~buy~~
create 150,000
Fund

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 149 - 2001 BY: COMMUNITY DEVELOPMENT & ANNEXATION COMM

2nd **AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning certain tracts of land from I-1 Light Industrial to O-1 Office, and declaring an emergency.

ORDINANCE NO. 154 - 2001 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

2nd **AN ORDINANCE** vacating a portion of Legion Place S.E., and declaring an emergency.

ORDINANCE NO. 155 - 2001 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM

2nd **AN ORDINANCE** vacating a portion of a certain public alley, and declaring an emergency.

2nd **ORDINANCE NO. 156 - 2001 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMM**

AN ORDINANCE vacating a portion of Sheffield Avenue N.E., and declaring an emergency.

2nd **ORDINANCE NO. 160 - 2001 BY: FINANCE COMMITTEE**

AN ORDINANCE authorizing the Auditor to pay certain bills as a moral obligation to Best Sand Corporation for bunker sand delivered to The Legends of Massillon Golf Course, which was remitted under the State pricing bid list, 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

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 162 - 2001

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a Grant Agreement with the Ohio State Board of Emergency Medical Services for funding for equipment and training for emergency medical service operations for the Massillon Fire Department, 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 Grant Agreement with the Ohio State Board of Emergency Medical Services in the amount of Four Thousand One Hundred Dollars (\$4,100.00) for funding for equipment and training for emergency medical service operations for the Massillon Fire Department.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a Grant Agreement with the Ohio State Board of Emergency Medical Services for funding for equipment and training for emergency medical service operations for the Massillon Fire Department.

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 the grant is necessary for equipment and training for emergency medical service operations for the Massillon Fire 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 _____ 2001

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

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

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS


LEGISLATIVE DEPARTMENT

ORDINANCE NO. 163 - 2001

BY: SEWER AND WASTE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety to enter into a contract, without competitive bidding, with Republic Services of Ohio II, L.L.C. for the disposal of municipal solid waste for the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to enter into a contract, without competitive bidding, with Republic Services of Ohio II, L.L.C. for the disposal of municipal solid waste for the City of Massillon, Ohio.

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, without competitive bidding, with Republic Services of Ohio II, L.L.C. for the disposal of municipal solid waste for the City of Massillon, Ohio.

Section 3:

That the cost of using the Countywide Landfill for the disposal of municipal solid waste for the City of Massillon, Ohio, will not exceed Sixteen Dollars and Seventy-Five Cents (\$16.75) per ton.

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 to enter into a contract with the Republic Services of Ohio, L.L.C. dba (Countywide) for the disposal of municipal solid waste for the City of Massillon, Ohio due to the fact we are currently operating without a contract. 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 _____ 2001

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

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

DISPOSAL AGREEMENT

THIS DISPOSAL AGREEMENT is made and entered into this 26 day of June, 2001, by and between Republic Services of Ohio II, LLC, d/b/a Countywide RDF, a limited liability company organized and existing under the laws of the state of Ohio ("Republic") and City of Massillon, a corporation organized and existing under the laws of the state of Ohio ("Customer").

RECITALS

It is hereby ascertained, determined and declared by the parties that:

A. Republic owns and operates a contained landfill facility in East Sparta, Ohio known as the Countywide RDF Landfill ("Landfill").

B. Customer is in the business of collecting solid waste in Northeast Ohio, and desires to dispose of its non-hazardous solid waste at the Landfill.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties to this Agreement, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth below:

(a) "Consumer Price Index" means the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, as published by the United States Department of Labor, Bureau of Labor Statistics, or a mutually agreeable alternative U.S. index if that index is no longer published or the method of computation thereof is substantially modified.

(b) "Effective Date" means the date first above written.

(c) "Force Majeure" means any event reasonably relied upon by Republic or Customer as justification for delay in or excuse from performing or complying with any obligation required of Republic or Customer under this Agreement, which event is beyond the reasonable control of Republic or Customer, including, but not limited to, a flood, hurricane, landslide, lightning, an Act of God, the revocation of any permit or license necessary to perform the obligations hereunder, or a change in law that adversely affects the operations of the Landfill.

(d) "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as a "hazardous waste" by the Resource Conservation and Recovery Act, as amended, the laws of Ohio or any rules or regulations with respect thereto, or a "toxic substance" as defined in the toxic Substance Control Act, as amended,

or any rules or regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any rules or regulations with respect thereto, provided that if any judicial or governmental entity, body or agency having jurisdiction determines that any waste which is not, as of the date of this Agreement, within the foregoing definition thereafter comes within the scope of the foregoing definition, that waste will thereafter be deemed Hazardous Waste.

(f) "Solid Waste" means any solid wastes which may be disposed of in sanitary landfills, including, without limitation, garbage, refuse, trash, sludge and other discarded material, whether from residential, commercial, industrial or institutional sources, which wastes are typically found in household, commercial or municipal refuse.

(g) "Special Waste" means non-hazardous waste that is not municipal solid waste and/or requires special handling or management due to its composition or volume. All such waste must comply with Republic's Special Waste procedures prior to acceptance.

(h) "Ton" means 2,000 pounds.

(i) "Unacceptable Waste" means highly flammable substances, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, regulated PCB wastes, friable asbestos, out-of-service area waste, out-of-state wastes and other materials deemed by state and federal law to be dangerous or threatening to the environment. Unacceptable Waste also includes any other material that is not allowed under applicable law to be disposed of in the Landfill without the Landfill being redesigned, reconstructed and licensed or permitted to receive and handle the material.

(j) "Waste" means Solid Waste and Special Waste, but not including any Unacceptable Waste.

2. Term.

The term of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years. Republic and City upon mutual agreement, may extend this Agreement at its sole discretion for two (2) one-year terms.

3. Delivery and Acceptance of Waste.

(a) Customer hereby covenants to deliver to the Landfill all of the Waste it collects in Republic's Service Area, which is more particularly described on Exhibit A attached hereto.

(b) Customer acknowledges that Republic intends to reject waste that, in Republic's reasonable determination, would be in violation of the Landfill's then existing licenses or permits or would result in a violation of applicable federal, state or local laws, regulations or ordinances.

(c) Ownership of Waste delivered to the Landfill by or on behalf of Customer shall pass to and be accepted by Republic when the vehicle transporting the Waste is fully unloaded at the Landfill.

(d) Customer agrees to monitor and inspect on a regular basis the contents of its vehicles in order to insure that the Waste being delivered to the Landfill contains no Unacceptable Waste.

(e) In the event that Customer delivers Unacceptable Waste to the Landfill that is not detected prior to acceptance at the Landfill, Republic shall have the right to remove such waste and assure its proper disposal, all at Customer's expense, which expense Customer agrees to promptly pay upon presentation by Republic of an invoice.

(f) To the extent that any improper delivery of waste, including without limitation, Unacceptable Waste, is made by or on behalf of Customer, and that delivery disrupts, or otherwise affects, the normal operations of the Landfill, or to the extent that Republic incurs any liabilities, obligations, costs, expenses (including reasonable attorneys' fees) or damages as a result of the delivery or disposal of such waste, Customer shall be liable to Republic, and upon presentation by Republic of an invoice. Customer shall promptly pay, perform and discharge Republic for and indemnify and hold Republic harmless against all such liabilities, obligations, costs, expenses or damages that Republic incurs as a result of the improper delivery, except to the extent such liability results from the negligence or willful misconduct of Republic, its employees, agents, or subcontractor.

4. Operation of the Landfill.

(a) Republic agrees to operate the Landfill in compliance with all federal, state and local laws, regulations, ordinances, and applicable permits and licenses.

(b) Republic agrees to provide equipment, material and personnel sufficient to accept Customer's Waste at the Landfill.

(c) Republic agrees to keep the Landfill open for receiving Waste during the Landfill's ordinary business hours and days as shall be determined by Republic.

(d) Republic may weigh all vehicles delivering Waste to the Landfill for or on behalf of Customer. Customer or its authorized representative may, at Customer's sole expense, test the accuracy of the scales located at the Landfill, provided that those tests are conducted at a reasonable time and upon prior written notice to Republic, and do not unreasonably interfere with the orderly operation of the Landfill. Republic may, from time to time, confirm the tare weight of any vehicle delivering Waste to the Landfill for or on behalf of Customer.

5. Transportation of Waste. Customer shall be solely responsible for all aspects of the transportation of Waste to the Landfill, including, without limitation, providing a sufficient number of vehicles to transport Waste to the Landfill, maintaining all vehicles in road-worthy condition, tarping all vehicles, providing competent and licensed drivers, maintaining automobile and general liability insurance, and paying any and all taxes, fees and assessments levied against the vehicles. Customer shall transport all waste using the approved routes detailed in Exhibit B.

6. Disposal Rate.

(a) Customer shall pay Republic disposal rate of \$13.75 per Ton for the disposal of Solid Waste.

(b) Customer shall also pay Republic regulatory fees and taxes, which vary by county as per Exhibit C. These fees and taxes, which are levied by various federal, state and local governmental entities, may increase from time to time as required by the corresponding entities.

(c) Disposal rates for the disposal and transfer, if applicable, of Customer's Special Waste may be established at the reasonable discretion of RSO after taking into consideration the handling and management of a particular Special Waste and any risks associated therewith. It is generally understood by the parties that disposal fees for Special waste will in some instances be higher than disposal fees for other solid waste.

(d) Commencing on the first anniversary of the effective date, and on each anniversary thereafter for the duration of this Agreement, disposal rates shall be adjusted to reflect the change in the Consumer Price Index in accordance with Schedule A attached hereto and made a part hereof.

(e) In addition to the foregoing CPI adjustment, Republic reserves the right at any time to adjust the disposal rates upon the following occurrences:

- 1) Increase in disposal, fuel, insurance or to the direct operating costs incurred by Republic;
- 2) Performance of services by Republic outside normal working hours or beyond normal disposal services, i.e., "digouts";
- 3) Increases in operational costs due to an event of Force Majeure.

(f) Republic shall send to Customer a weekly invoice for the disposal fees incurred during the previous week. Customer shall pay the full amount within sixty (60) days of receipt of the invoice. The obligations of Customer to pay the disposal fees and other amounts payable hereunder shall be absolute and unconditional.

7. Termination. Either party may, but is not obligated to, terminate this Agreement upon (i) an event of Force Majeure that continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any of its obligations under this Agreement; or (ii) any breach or default of this Agreement by the other party that is not cured pursuant to Section 8 hereof.

8. Breach; Obligation to Cure. A breach of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. Each party shall in the case of a breach of its obligations under this Agreement cure the breach within 30 days of receipt of written notice from the non-breaching party.

9. Force Majeure. In the event Customer or Republic is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, the obligations of Customer or Republic may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. The party relying upon an event of Force Majeure shall have the duty and obligation to use its best reasonable efforts to cure or eliminate such event of Force Majeure and shall, during the period of such Force Majeure, periodically advise the other party of the status of the event of Force Majeure and the projected duration of such event. Notice shall again be given when the effect of the event of Force Majeure has ceased. If an event of Force Majeure materially and adversely affects Republic's cost of operation or maintenance of the Landfill, Republic may increase the disposal fees specified in Section 6 hereof to the extent necessary to offset the increase in such costs of operation or maintenance; provided, however, Customer may terminate this Agreement by giving 30 days written notice to Republic. If the event of Force Majeure continues unabated for a period of sixty (60) days, the party relying on the event of Force Majeure may terminate this Agreement without penalty.

10. Indemnification. Customer agrees to indemnify and save harmless Republic, its officers, directors, shareholders, corporate affiliates, agents, employees and attorneys (collectively "Republic") from any Indemnified Costs caused by or resulting from any negligent or willful act or omission of Customer resulting from a breach by Customer of any of the agreements, representations, or warranties of Customer contained in this Agreement; provided, however, that Customer shall not indemnify Republic from any Indemnified Costs to the extent caused by or resulting from any negligent or willful act or omission of Republic or its independent contractors. The indemnity obligation of Customer under this Section shall survive the expiration or termination of this Agreement subject to any applicable statute of limitation.

11. Amendment and Modification. Subject to applicable law, this Agreement may be amended, modified and supplemented by written agreement of the respective parties' officers duly authorized with respect to any of the terms contained herein.

12. Notices. All notices or other communications to be given hereunder shall be in writing and shall be mailed by certified or registered mail (return receipt requested). Communications shall be addressed as follows:

(a) To Customer: the City of Massillon
One James Duncan Plaza
Massillon, OH 44646
Director of Public Safety & Services
Attn: Alan W. Climer

(b) To Republic: Countywide RDF Landfill
3619 Gracemont Street, SW
East Sparta, Ohio 44626
Attention: Tim Vandersall

Change of address by either party shall be by notice given to the other in the same manner as above specified. Any notice or other communication under this Agreement shall be deemed given upon actual delivery as shown by the return receipt.

13. Governing Law. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of Ohio.

14. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties hereto with respect to the subject matter of this agreement, and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or

representative of either party hereto. There are no restrictions, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

15. No Third Party Beneficiaries. Nothing herein expressed or implied is intended to confer upon any person, other than the parties hereto, their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16. Binding Nature of Agreement: Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective subsidiaries, successors and assigns; provided, however, that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except that either party may assign to an affiliate its rights and obligations under this Agreement.

17. No Waivers. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver.

18. Confidentiality. Each party understands that the existence and terms of this Agreement are confidential and each party agrees that it will maintain the confidentiality of such information and shall not disclose it to others or use it except in connection with the enjoyment and protection of its rights under this Agreement without the prior written consent of the other party hereto. If Republic or any of its affiliates, or Customer or any of its affiliates, or any officer, director, employee or agent of any of the foregoing is at any time requested or required to disclose any information pertaining to this Agreement which disclosure would violate the provisions of this Section 18, Republic or Customer, as the case may be, may seek an appropriate protective order or waive Republic's or Customer's compliance with the terms of this Section 18. Notwithstanding the terms of this Section 18, if, in the absence of a protective order or the receipt of a waiver hereunder, Republic or Customer, as the case may be, is nonetheless, in the reasonable opinion of its counsel, compelled to disclose information concerning this Agreement to any tribunal or else stand liable for contempt or else suffer a penalty, Republic or Customer, as the case may be, may disclose such information to a tribunal without liability hereunder.

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

By: _____

Date: _____

By: _____

Date: _____

By: _____

Date: _____

Schedule A

The fees provided for in Section 6 shall be adjusted in accordance with the following computation:

Step 1: $\text{CPI: January of Current Year} - \text{CPI: Previous January} = \text{Index Point Difference}$

Step 2: $\frac{\text{Index Point Difference}}{\text{CPI: Previous January}} \times 100 = \text{Percentage Change}$

Step 3: $\text{Percentage Change} \times \text{Fees} = \text{Fee Change}$

Step 4: $\text{Fees} + \text{Fee Change} = \text{Adjusted Fees}$

Republic shall by the anniversary date of this agreement of each year perform this calculation and advise Customer of any proposed adjustment in the fees.

EXHIBIT A

LANDFILL SERVICE AREA

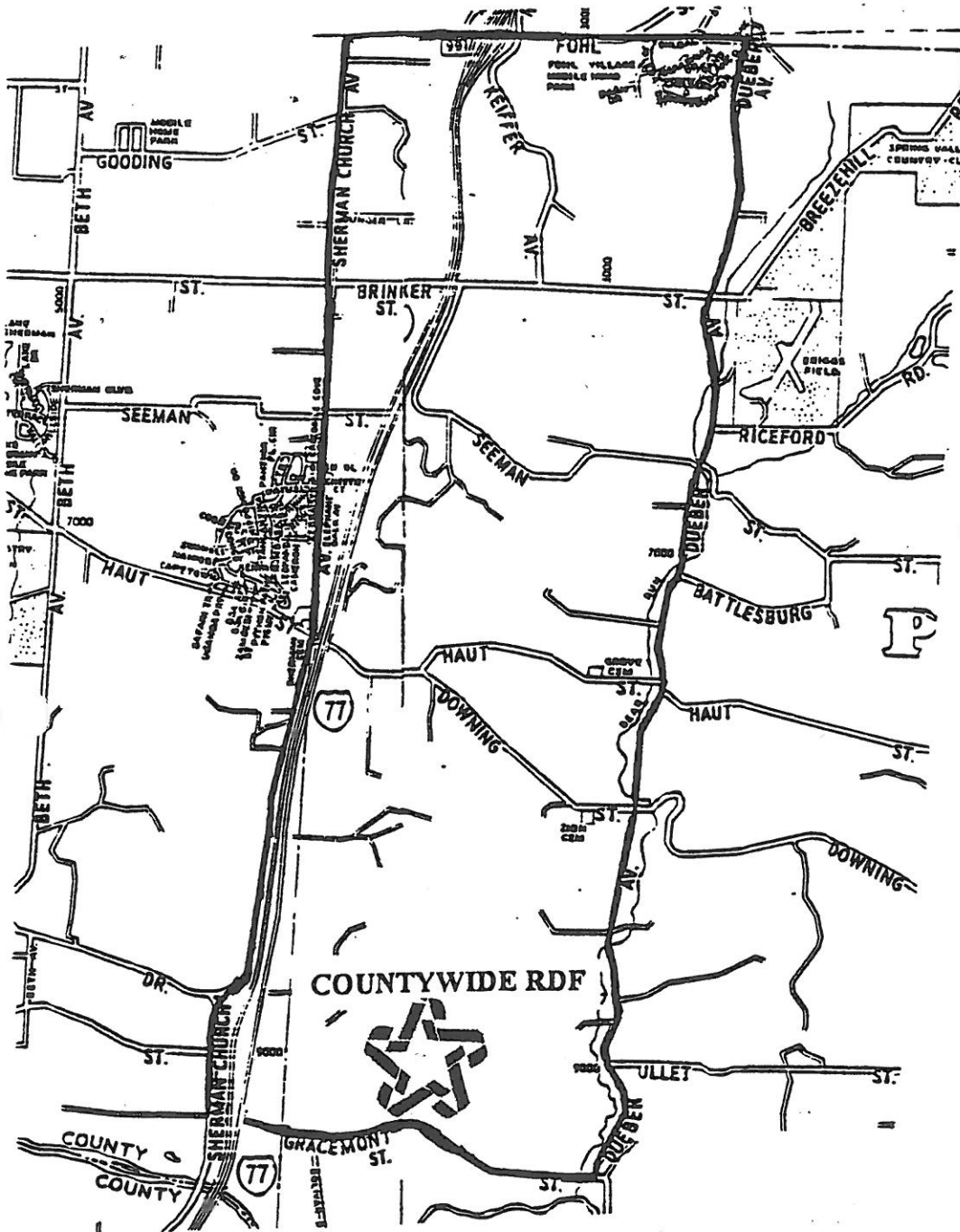
Republic Services / Countywide RDF accepts waste from the following counties:

- 1) Ashland
- 2) Ashtabula
- 3) Belmont
- 4) Carroll
- 5) Columbiana
- 6) Coshocton
- 7) Cuyahoga
- 8) Geauga
- 9) Guernsey
- 10) Harrison
- 11) Holmes
- 12) Jefferson
- 13) Lake
- 14) Lorain
- 15) Mahoning
- 16) Medina
- 17) Monroe
- 18) Muskingum
- 19) Noble
- 20) Portage
- 21) Richland
- 22) Stark
- 23) Summit
- 24) Trumbull
- 25) Tuscarawas
- 26) Wayne

except for incidental amounts (defined as no more than 10% by volume of an individual load) on non-recurring basis from adjoining Ohio counties.

EXHIBIT B

APPROVED ACCESS ROUTE



ENTRANCE

I-77 to the Fohl Rd. / Navarre exit (exit 99), east to Dueber Ave., south on Dueber Ave approximately 5 miles to Gracemont Ave., west on Gracemont 1 mile to Countywide RDF entrance.

EXIT

West on Gracemont Ave., north on Sherman Church Rd. approximately 4 miles, east on Fohl Rd. to I-77.

This access route has been designated by Countywide RDF and the Stark, Tuscarawas, Wayne Joint Solid Waste Management District as the recommended route for all hauling vehicles entering and exiting the facility.

County Generation Fees

To calculate disposal fees:

- If the waste is generated in Stark, Tuscarawas, or Wayne Counties, the fees are item 1: In-District.
- If the waste is generated in any other acceptable county, the fees are item 2: Out-Of-District *plus* any additional amount listed below by specific county

1) In-District:

Stark/Tusc/Wayne joint	
Solid waste district	\$1.00
OEPA	\$1.75
Host Community	\$0.25
TOTAL	\$3.00

2) Out-Of-District:

Stark/Tusc/Wayne joint	
Solid waste district	\$2.00
OEPA	\$1.75
Host Community	\$0.25
TOTAL	\$4.00

Plus

Ashland	\$5.00
Ashtabula	
Belmont	
Carroll	\$2.50
Columbiana	\$2.50
Coshocton	
Cuyahoga	\$1.00
Geauga	\$3.50
Guernsey	\$2.00
Harrison	\$2.50
Holmes	\$5.00
Jefferson	
Lake	
Lorain	
Mahoning	
Medina	\$0.50
Monroe	\$2.00
Muskingum	\$2.00
Noble	\$2.00
Portage	\$9.60
Richland	\$5.00
Stark	
Summit	\$2.75
Trumbull	\$3.50
Tuscarawas	
Wayne	

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 164 - 2001

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 Lot No. 3 and Part of Lot No. 4, which is currently owned by Carl Oser, and declaring an 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 Carl Oser, and known as City Lot No. 3 and Part of Lot No. 4 11 in the City of Massillon is needed for the Lincoln Centre Phase III Project.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for Two Hundred Thirty Thousand Dollars (\$230,000.00) 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:

That the City Auditor is hereby authorized to pay the purchase price of Two Hundred Thirty Thousand Dollars (\$230,000.00). These funds will be provided through a note issuance.

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 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:

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 for the completion of the Lincoln Centre Phase III. 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 _____ 2001

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

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

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

1st reading
2nd reading 8/4/01
Adopted 8/20/01
LEGISLATIVE DEPARTMENT

COUNCIL CHAMBERS

ORDINANCE NO. 165 - 2001

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

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

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety, convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 from Perry Township to Massillon Zoning classification, as approved by the Planning Commission of the City of Massillon, Ohio, on July 11, 2001, and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as R-1 Single Family Residential.

Being known as Out Lots 887 and 888 located on the north side of Southway Street east of Jackson Avenue and recently annexed to the City from Perry Township. This rezoning is being requested by the City of Massillon to give the zoning classification which most closely conforms to the zoning prior to annexation.

Section 3:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code, be and is hereby amended to show the following described area as I-1 Light Industrial.

Being known as Out Lot 889 located on the north side of Southway Street east of Jackson Avenue and recently annexed to the City from Perry Township. This rezoning is being requested by the City of Massillon to give the zoning classification which most closely conforms to the zoning prior to annexation.

Section 4:

This Ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that the property was annexed into the City of Massillon and it is now necessary to give the property the City zoning classification. 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 THIS _____ DAY OF _____, 2001

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

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

Schalmo Properties Area Annexation
Annexation Map
City of Massillon
Stark County, Ohio

3'12"W
93'

PERRY S.E.
QTR. SEC. 9
PERRY N.E.
QTR. SEC. 16
O. L. 317

PERRY S.W.
QTR. SEC. 16
PERRY N.W.
QTR. SEC. 15
O. L. 318

27TH STREET
ELIZABETH AVE.
COOPER AVE. S.

BERNOWER AVE.
GNANI AVE.

CITY OF MASSILLON
EXISTING CORP. LINE

RALPH L. CORNELL
4.324 Acres TOTAL
(0.087 Acres
TO BE ANNEXED)
VOL. 3115 PG. 41
O.L. 465
NEW O.L. 883

RALPH L. CORNELL
7.14 Acres TOTAL
(0.132 Acres
TO BE ANNEXED)
VOL. 2118 PG. 31
O.L. 466
NEW O.L. 884

RITA R. HOLDERBAUM
17.914 Acres TOTAL
(0.2439 Acres
TO BE ANNEXED)
I.R. # 95010220
O.L. 467
NEW O.L. 885

TIMOTHY D.
HOLDERBAUM
2.008 Acres
VOL. 1129 PG. 525

SCHALMO PROPERTIES INC
30.423 Acres (REC.)
I.R. # 00049386
O.L. 889

NORFOLK SOUTHERN
RAILROAD
1.859 Acres (CALC.)
VOL. 81 PG. 31
VOL. 289 PG. 132
O.L. 888

FRESH MARK INC.
21.62 Acres TOTAL
(0.3598 Acres
TO BE ANNEXED)
VOL. 4215 PAGE 71
O.L. 468
NEW O.L. 886

LEANN INC.
8.968 Acres (CALC.)
VOL. 3037 PAGE 593
O.L. 887

DELTA=03°48'48"
L=379.63'
C=379.58'
G Bty = N70°03'31"W

R. & T. CARPENTER

STEPHEN T.
SLONE
CAROL L.
BUTCHER

RONALD & SHERRYL
DUDEK

SOUTHWAY ST. S.W.

ISSILLON
RP. LINE

MARY R.
STERN

D. & N.
ZICHEFOOSE
PERRY N.W.
QTR. SEC. 15
PERRY S.W.
QTR. SEC. 15
M. & M.
BONMAN
J. & C.
LAWSON
BARBARA
THERSPORN

ROBERT S.
SHACKLE

R-1

I-1

JACKSON AVE S.W. (30')

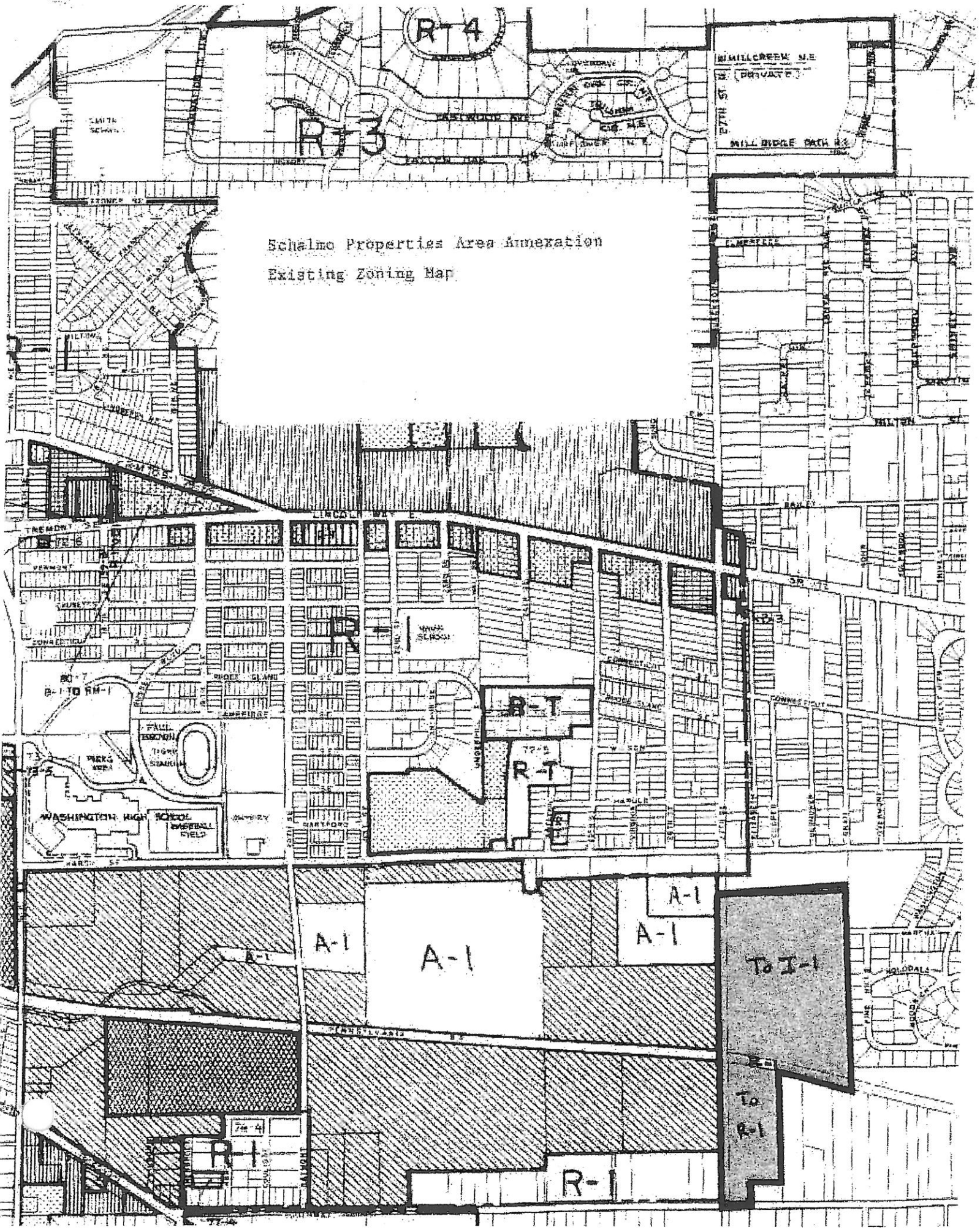
CITY OF MASSILLON
EXISTING CORP. LINE

S 05°38'30" W - 1584.85'

T. & J. BLANC
T. & J. BLANC
J. & K. SHERROD
J. & K. SHERROD
B. & S. BRACKEN
B. & S. BRACKEN
NEAL F. KELLEY
NEAL F. KELLEY
B.A. NIXON

N68°03'30" W
176.98'

10
N.W.



Schalmo Properties Area Annexation
Existing Zoning Map

R-4

R-3

WILLGREEN N.E.
S. (PRIVATE)

MILL BRIDGE PATH

W. HENRIETTA

SR. STATE

TOWNES DRIVE

A-1

A-1

To I-1

To
R-1

A-1

R-T

B-T

WASH. SCHOOL

WASHINGTON HIGH SCHOOL

FALL BROWN
HIGH SCHOOL

BASEBALL FIELD

PICKS

BOY

CONNECTION

VERMONT

WILLOW

ALABAMA

STONER

SMITH

W. HENRIETTA

W. HENRIETTA

W. HENRIETTA

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st Reading
2nd Reading 8/4/01
Tabled 8/20/01
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 166 - 2001

BY: COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from R-1 Single Family Residential to B-1 Local Business, and declaring an emergency.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from R-1 Single Family Residential to B-1 Local Business. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on July 11, 2001 and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as B-1 Local Business.

Known as Lot No. 3562, located on the northeast corner of First Street NW and Warwick Avenue NW This request has been submitted by the City of Massillon to be used for real a estate office.

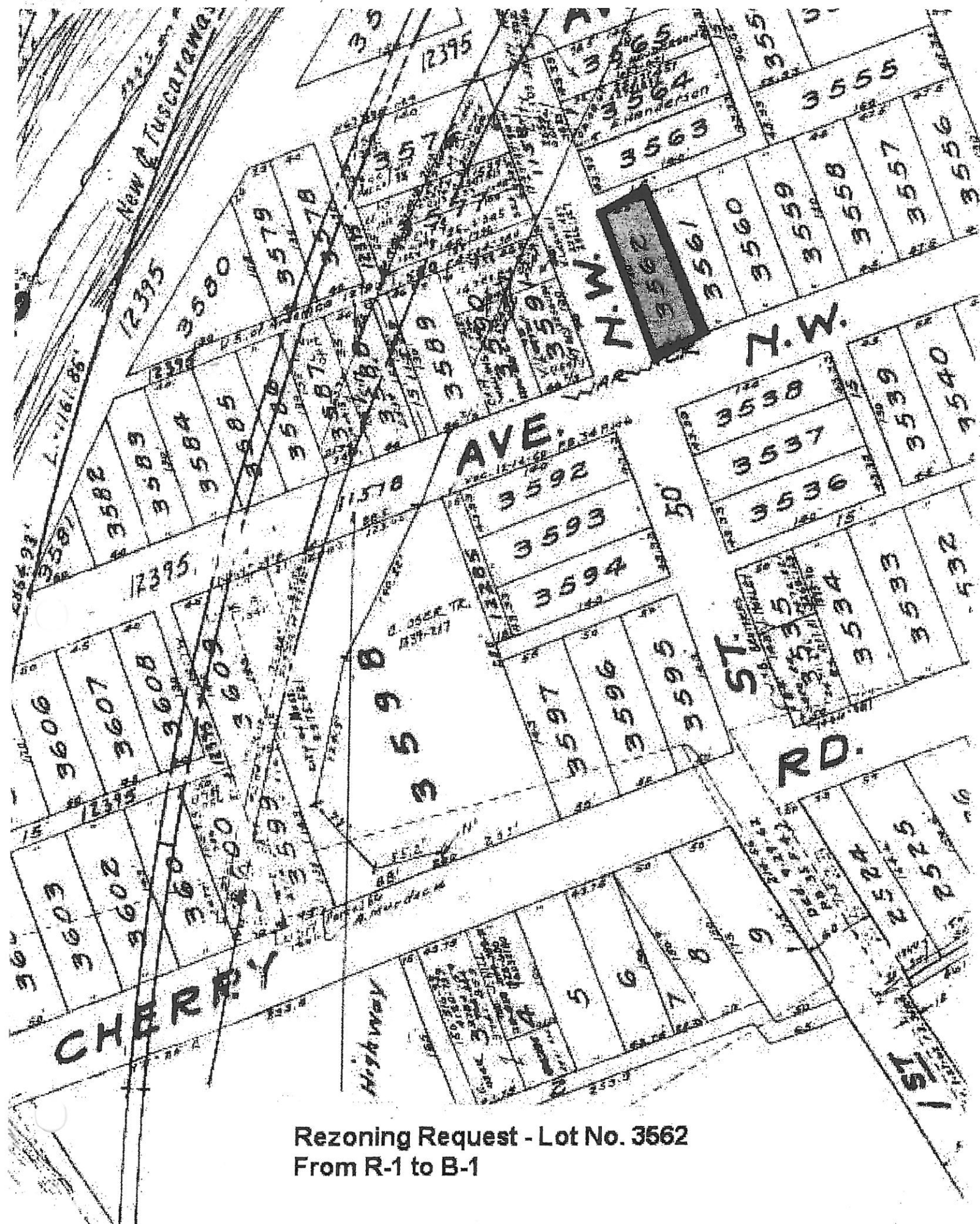
Section 3:

This ordinance is declared to be an emergency measure in that the use herein provided for is essential to the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community and that this property would best be served to be designated B-1 Local Business. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

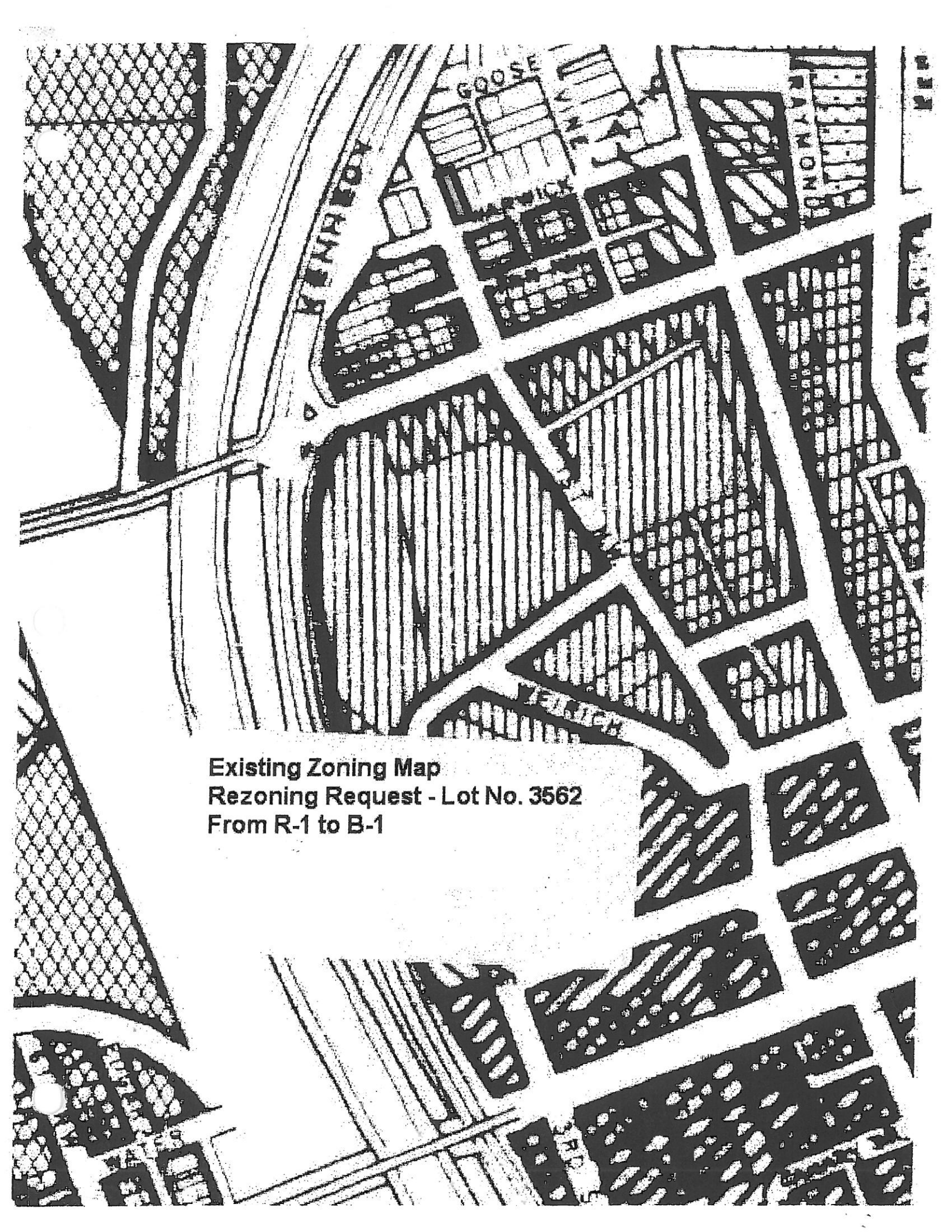
PASSED IN COUNCIL THIS _____ DAY OF _____ 2001

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

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



Rezoning Request - Lot No. 3562
From R-1 to B-1

An aerial photograph of a residential neighborhood with various zoning patterns overlaid. The patterns include diagonal hatching, cross-hatching, and solid black areas. Street names are visible: 'GOOSE' at the top, 'KENNEDY' on the left, 'WICK' in the center, and 'RAYMOND' on the right. A large white rectangular box is placed over the lower-left portion of the map.

Existing Zoning Map
Rezoning Request - Lot No. 3562
From R-1 to B-1

07/18/2001 15:45 3308301793

COUNCIL

PAGE 01

DATE: July 16, 2001CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS


LEGISLATIVE DEPARTMENT***AMENDED**
ORDINANCE NO. 167 - 2001

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Community Development Block Grant Program Fund, Capital Improvement Fund, Parks and Recreation Fund, Wastewater Treatment Plant Fund and the Solid Waste Fund for the year ending December 31, 2001, and declaring an emergency.

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

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Community Development Block Grant Program Fund for the year ending December 31, 2001, the following:

\$126,848.30 to an account entitled "Section 108 Loan program" 1203.845.2811
\$ 59,000.00 to an account entitled "Walnut Hills Improvements" 1203.845.2856

***Section 2:**

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund for the year ending December 31, 2001, the following:

\$ 28,994.00 to an account entitled "Fire Dept. Vehicle" 1401.325.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Park and Recreation Fund for the year ending December 31, 2001, the following:

\$ 10,700.00 to an account entitled "Services/Contracts Youth Center" 1234.505.2394
\$ 2,800.00 to an account entitled "Supplies/Postage/Materials Youth Center" 1234.505.2413

-2-

ORDINANCE NO. 167 - 2001

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Plant Fund for the year ending December 31, 2001, the following:

\$ 3,500.00 to an account entitled "Pump Station Design" 2101.610.2396

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Solid Waste Fund for the year ending December 31, 2001, the following:

\$ 12,000.00 to an account entitled "Gas and Oil" 2102.605.2430

\$ 500.00 to an account entitled "Refunds - Solid Waste" 2102.605.2720

\$ 310.00 to an account entitled "Union Health & Welfare" 2102.605.2281

Section 6:

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

PASSED IN COUNCIL THIS 16th DAY OF July 2001

ATTEST: Sharon Howell
SHARON HOWELL, CLERK OF COUNCIL

Dennis R. Harwig
DENNIS HARWIG, PRESIDENT

APPROVED: July 17, 2001
Francis H. Cicchinelli, Jr.
FRANCIS H. CICCHINELLI, JR, MAYOR

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

Sharon Howell
Clerk of Council

Date 7/16/01

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 168 - 2001

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 Out Lot No. 795, which is currently owned by the Massillon Tiger Football Booster Club, and declaring an 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 the Massillon Tiger Football Booster Club, and known as Out Lot 795 in the City of Massillon is needed for the benefit of the parks and recreation system in the City of Massillon.

Section 2:

The Director of Public Service and Safety is authorized to enter into an agreement to purchase the above described real estate for Three Hundred Thousand Dollars (\$300,000.00) and upon the execution and approval the said Director of Public Service and Safety is further authorized to execute and the purchase of said real estate.

Section 3:

The purchase price of Three Hundred Thousand Dollars (\$300,000.00) shall be paid as follows:

\$ 100,000.00 in the year 2001
\$ 100,000.00 in the year 2002
\$ 100,000.00 in the year 2003

Section 4:

That the City Auditor is hereby authorized to pay the purchase price as stated above.

Section 5:

The purchase agreement shall include, but not limited to the following terms:

1. That the purchase is subject to the agreement between the Massillon Tiger Booster Club and Pepsi-Cola Bottling Company of Canton regarding the sale of beverage at the location (copy of agreement attached).
2. That all names associated with this complex shall remain.
3. That all signs currently located at the property or to be constructed for the complex shall remain.
4. That the Massillon Tiger Booster Club shall complete the Sports Complex as enumerated in Exhibit "A" attached hereby and the cost of completion shall be considered a donation to the citizens of the City of Massillon.

Section 6:

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 7:

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 benefit of the citizens of Massillon by enriching the parks and recreation system in the City of Massillon. Provided it receives the affirmative vote 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 _____ 2001

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

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

EXHIBIT "A"

SPORTS COMPLEX COMPLETION SCHEDULE

To Be Completed in 2001:

- A) Install #404 Hot Mix Asphalt
- B) Install One 8-Lane Track with Striping
- C) Install High Jump, Pole Vault, Long Jump, Shot Put and Discus Circle Areas
- D) Complete Irrigation System
- E) Complete Soccer/Football Field – Grading, Top Dress, Seedings

Approximate cost: \$150,000

To Be Completed in 2002:

- A) Restroom/concession Building
- B) Bleachers for Track Area
- C) Field/Track Fencing
- D) Water and Sewer Lines

Approximate cost: \$240,000

To Be Completed in 2001 or 2002:

- A) Track, Soccer/Football, and Softball Scoreboards and Installation
- B) P.A. System
- C) Softball Field Dugouts

Approximate cost: \$ 65,000

TOTAL COST FOR COMPLETION: \$455,000

AGREEMENT

THIS AGREEMENT, entered into by and between Massillon Tiger Football Booster Club (hereinafter referred to as the MTFBC) doing business within the Eagles #190 Sports Complex (hereinafter referred to as The Sports Complex) and PEPSI-COLA BOTTLING COMPANY OF CANTON, a division of CENTRAL INVESTMENT CORPOORATION of Canton, Ohio (hereinafter referred to as "Pepsi").

WITNESSETH, that:

WHEREAS, the MTFBC will offer for various purposes connected with The Sport Complex , civic and other activities, certain premises operate as the The Sports Complex.

WHEREAS, from time to time, large numbers of people are in attendance to watch certain sport, civic or other activities; and

WHEREAS, the MTFBC desires to assure itself of a consistently high quality and reliable source of soft drinks, juices, ready-to-drink teas, isotonics, water and any other item(s) to be available through Pepsi for sale to such spectators and other people using facilities; and

WHEREAS, Pepsi wishes to cooperate with the MTFBC providing a locally operated source of soft drinks, juices, ready-to-drink teas, isotonics, water and any other item(s) to be available through Pepsi for use at various locations required to be serviced at The Sports Complex .

NOW, THEREFORE, for and in consideration of the mutual promises and conditions hereinafter contained, the parties hereby agree as follows:

1. GRANT

The MTFBC hereby grants to Pepsi the sole and exclusive right to supply soft drinks, juices, ready-to-drink teas, isotonic, water, and any other item(s) available together with cups and containers and CO₂ for serving such drinks, for and in connection with all activities at The Sports Complex. The MTFBC will agree to place _____ vendors throughout the facility under Pepsi's full service program and concessions agreed upon and operated at The Sports Complex. Pepsi has the right to add vendors to The Sports Complex upon agreement at The Sports Complex should it warrant these placements. All products supplied hereunder will be priced in accordance with prices normally charged Pepsi's same class of customers. All dispensing equipment and menu boards shall bear Pepsi's name and logo exclusively as the supplier of soft drinks, juices, ready-to-drink teas, isotonic, water and any other beverage item(s) added to Pepsi's lineup available throughout the life of the contract.

The MTFBC hereby grants to Pepsi the first right of refusal on any proposal or offer made by a competitor of Pepsi at the conclusion or end of this contract.

2. TERM

The term of this agreement shall be for 7 years, commencing on the 30th day of May 2001.

3. FINANCIAL SUPPORT

As partial consideration and inducement for the MTFBC to enter into this agreement, Pepsi hereby agrees to provide the following:

- 1 – Eight (8) lane Track Scoreboard
- 1 – Soccer Scoreboard
- 1 – Softball Scoreboard
- Support Funding to be paid to MTFBC - \$1.50 per case on all 20 oz. Water, Isotonics and New Age Product **
- \$.50 per case will be paid on all cans
- Bonus - \$.25 per case if volume increases 35% each term of the contract **
- \$1,500.00 – will be deducted from support should any non Pepsi product be sold under contract terms through The Sports Complex

**Support Funding to be paid in terms 2 – 10

4. INDEMNITIES

The MTFBC hereby indemnifies and agrees to save Pepsi harmless from any and all costs, expenses, damages, liabilities, installation costs, claims and causes of action arising out of or in any way connected with the installation of all scoreboards, ownership use and maintenance of the equipment to be covered hereunder. The MTFBC at Pepsi's request, will provide sufficient proof of insurance to cover such risks.

The MTFBC hereby indemnifies and agrees this agreement is binding upon and inures to the benefit of the MTFBC and Pepsi's successors and assigns. The MTFBC must assign its rights and obligations under this contract in the event of a subcontract or sublicense, as well as in the event of a transfer of all, or any part of, the MTFBC rights and obligations to the facility or concessions.

IN WITNESS WHEREOF, the parties have each caused this agreement to be executed by their duly authorized representative, at Canton, Ohio, on the date set forth on next page:

Signed in presence of:

Massillon Tiger Football Booster Club

Eagles #190 Sports Complex



Title: _____

Dated: 5-30-01

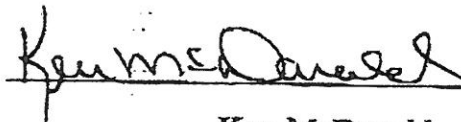
PEPSI-COLA BOTTLING COMPANY

A Division of

CENTRAL INVESTMENT
CORPORATION

Dated: _____

5-29-01



Ken McDonald
General Manager

Dated: _____

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

1st reading

COUNCIL CHAMBERS

passed 2/16/01
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 169 - 2001

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 1301 "OHIO BASIC BUILDING CODES" of the Codified Ordinances of the City of Massillon, by enacting a new Section 1301.11 "Plan Examination Fees" of CHAPTER 1301 "OHIO BASIC BUILDING CODES", and declaring an emergency.

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

Section I:

There be and is hereby is enacted a new Section 1301.11 "Plan Examination Fees" of CHAPTER 1301 "OHIO BASIC BUILDING CODES". Said section shall read as follows:

1301.11 PLAN EXAMINATION FEES

(a) There shall be an application and processing fee as indicated below for all plans submitted for code compliance review per OBBC, except one, two and three family dwelling units. This shall include structural, HVAC, Electrical, Plumbing, Heating and ADA requirements. Submission may be separate or a total package.

(b) Estimated Cost	Fee	3% State Surcharge	TOTAL
1.00 - \$500,000.00	\$ 75.00	\$2.25	\$ 77.25
Over \$500,000.00	\$125.00	\$3.75	\$128.75

(c) Projects with an estimated cost over \$500,000.00 the Plan Exam Fee is \$125.00 + \$25.00 for each \$100,000.00 or fraction thereof over \$5,00,000.,00 + 3% State Surcharge

(d) An additional fee of 50% of the original fee will be charged after the second re-submittal.

(e) This Ordinance shall become effective September 3, 2001.

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2001

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

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

DATE: JULY 16, 2001

CLERK: SHARON HOWELL

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 18 - 2001

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: A RESOLUTION declaring the necessity for the Director of Public Service and Safety of the City of Massillon to install a fifteen minute loading zone to be used by the business located at 815 Wales Road N.E., Massillon, Ohio, and declaring an emergency.

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

Section 1:

This Council hereby determines the necessity for the installation of a fifteen minute loading zone. This resolution is requested to be used by the business located at 815 Wales Road N.E., Massillon, Ohio, by the Streets, Highways, Traffic & Safety Committee and was filed with the Clerk of this Council.

Section 2:

The location of this fifteen minute loading zone sign should be on State Street at the corner of State Street N.E. and Route 241 on the north side of State Street.

Section 3:

The Director of Public Service and Safety is hereby authorized to erect a fifteen minute loading zone as described in Section 2.

Section 4:

This Resolution is hereby declared to an emergency measure, the reason for the emergency being that said enactment is necessary that this resolution of necessity be approved prior to the Director of Service and Safety installing this fifteen minute loading zone for the business located at 815 Wales Road N.E., 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 _____ 2001

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

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