

AGENDA

DATE: MONDAY, JUNE 19, 2006  
PLACE: COUNCIL CHAMBERS  
TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN TONY TOWNSEND
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. 90 – 2006    BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*  
*9/0*

AN ORDINANCE authorizing the Mayor to enter into an agreement with Integrity Crane Services, Ltd., providing for the adoption of a project which will establish a new facility, create an preserve employment opportunities within the City of Massillon Enterprise Zone, and declaring an emergency.

ORDINANCE NO. 91 – 2006    BY: COMMUNITY DEVELOPMENT COMMITTEE

*1st. Reading*

AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety to enter into a lease agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation in accordance with Section 1724.10 of the Ohio Revised Code, and declaring emergency.

ORDINANCE NO. 92 – 2006    BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*

*9/0*

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

ORDINANCE NO. 93 – 2006    BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*

*9/0* AN ORDINANCE indicating what services the City of Massillon, Ohio, will provide to the Hunters Pointe Annexation, upon annexation, and declaring an emergency.

ORDINANCE NO. 94 – 2006    BY: HEALTH, WELFARE & BLDG REGULATIONS

*Passed*

*9/0* AN ORDINANCE repealing Ordinance No. 56 – 2005, and Chapter 1305 of the Codified Ordinances of the City of Massillon, Ohio, and declaring an emergency.

ORDINANCE NO. 95 – 2006    BY: HEALTH, WELFARE & BLDG REGULATIONS

*Passed*

*9/0* AN ORDINANCE to approve enforcement of the Residential Building Code of Ohio for One, Two and Three Family Dwellings, and declaring an emergency.

**ORDINANCE NO. 96 – 2006**    **BY: POLICE AND FIRE COMMITTEE**

*St. Reading*  
**AN ORDINANCE** amending Chapter 165 of the Codified Ordinances of the City of Massillon, Ohio, by amending Section 165.01 to delete the requirement that employees of the City reside within the municipal court district.

**ORDINANCE NO. 97 – 2006**    **BY: PUBLIC UTILITIES COMMITTEE**

*Passed*  
*9/0*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for a 1.43 acre parcel owned by the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 98 – 2006**    **BY: PUBLIC UTILITIES COMMITTEE**

*Passed*  
*9/0*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for a 8.84 acre parcel owned by the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 99 – 2006**    **BY: PUBLIC UTILITIES COMMITTEE**

*Passed*  
*9/0*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an assignment of easement agreement with Wheeling & Lake Erie Railway Company and Power Resources Operating Company, Inc., for property located on the former rail line previously purchased by the City, and declaring an emergency.

**ORDINANCE NO. 100 – 2006**    **BY: STREET, HIGHWAYS, TRAFFIC & SAFETY**

*Passed*  
*9/0*  
**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the Stark County Commissioners for the Tremont Avenue Bridge Project, and declaring an emergency.

**ORDINANCE NO. 101 – 2006**    **BY: FINANCE COMMITTEE**

*Passed*  
*9/0*  
**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Parks & Recreation Capital Improvement Fund, Parks & Recreation Operating Fund, Capital Improvement Fund and the Federal Grant Fund, for the year ending December 31, 2006, and declaring an emergency.

**ORDINANCE NO. 102 – 2006**    **BY: FINANCE COMMITTEE**

*Passed*  
*9/0*  
**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the grant from the Community Health Foundation for the Massillon Fire Department, and declaring an emergency.

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

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR MAY 2006
- B). TREASURER SUBMITS MONTHLY REPORT FOR MAY 2006
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR MAY 2006.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR MAY 2006
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR MAY 2006
- F). MAYOR SUBMITS MONTHLY REPORT FOR MAY 2006

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

*Tabled* **ORDINANCE NO. 73 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE**

**AN ORDINANCE** authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Polymer Packaging, Inc. to provide an economic development "inducement grant" to assist the company in relocating and expanding its operations in Massillon, and declaring an emergency.

*Passed 9/0* **ORDINANCE NO. 78 – 2006 BY: FINANCE COMMITTEE**

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the General Fund and the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

*Passed 9/0* **ORDINANCE NO. 79 – 2006 BY: FINANCE COMMITTEE**

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

*2nd reading* **ORDINANCE NO. 82 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE**

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to R-1 Single Family Residential.

*1st. reading (Amended)* **ORDINANCE NO. 86 – 2006 BY: ENVIRONMENTAL COMMITTEE**

**AN ORDINANCE** authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Tetra Tech Inc., for engineering services to prepare plans and specifications for the design of the Federal Avenue Pump Station, and declaring an emergency.

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 90 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor to enter into an agreement with Integrity Crane Services, Ltd., providing for the adoption of a project which will establish a new facility, create and preserve 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, Integrity Crane Services, Ltd., plan to relocate its existing facility from Perry Township to the City of Massillon. The new 7,200 square foot facility will be located on a 2 acre parcel on Venture Circle SE in Nova East Industrial Park, within the Massillon Enterprise Zone, at a total investment of \$545,000.00 (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 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 Integrity Crane Services Ltd with the incentives available for development of the Project in said Enterprise Zone, under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, Integrity Crane Services Ltd 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 Integrity Crane Services Ltd 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 Board of Education has been notified in accordance with Section 5709.83 and have been given a copy of the application.

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

Section 1:

The Council of the City of Massillon, Ohio does hereby authorize and direct the Mayor to enter into an agreement, attached hereto as Exhibit "A" and incorporated herein by reference, with Integrity Crane Services Ltd providing for the adoption of a project which will relocate their facility and preserve employment opportunities within the City of Massillon Enterprise Zone.

Section 2:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the City of Massillon, Ohio and for the further reason that approval of said agreement is necessary so as to maximize the investment that will be made by Integrity Crane Services Ltd 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 \_\_\_\_\_ 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL    GLENN E. GAMBER, 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 151 Lincoln Way East, Massillon, Ohio 44646 (hereinafter referred to as "City of Massillon"), and Integrity Crane Services, Ltd., an Ohio Limited Liability Corporation with its main offices located at 5780 Perry Hills Drive SW, Canton, Ohio 44706 (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, which specializes in the on-site repair of overhead cranes and hoists, is desirous of establishing a facility within the Enterprise Zone through the construction of a new building for the service, repair, storage, offices, and potential light manufacturing of overhead cranes and hoists, (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 \$750.00 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 1:**

The Enterprise shall construct a new seven thousand two hundred (7,200) square foot industrial facility on a 2.0 acre parcel, known as Out Lot 994, located on the east side of Venture Circle SE, in Nova East Industrial Park in the City of Massillon. The industrial facility will be used by the Enterprise for the service, repair, storage, offices, and potential light manufacturing of overhead cranes and hoists.

The Project will involve a total investment by the Enterprise of (\$545,000) Five Hundred Forty-Five Thousand Dollars, plus or minus 10%, at the project site. Included in this investment are (\$500,000) Five Hundred Thousand Dollars for new construction of buildings, and (\$45,000) Forty-Five Thousand Dollars for new furniture and fixtures.

Furthermore, the Enterprise has reported that its existing on-site 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.

The Project will begin September 2006, and all acquisition, construction, and installation will be completed by July 31, 2007.

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 1, 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 completion of construction of the aforesaid facility, 4 new full-time permanent jobs with an annual payroll of (\$125,000) One Hundred Twenty-Five Thousand Dollars. The Enterprise's schedule for hiring is as follows: create 2 new full-time permanent jobs in year one; create 1 new full-time permanent jobs in year two; and create 1 new full-time permanent jobs in year three. The job creation period begins in 2007 and all jobs will be in place by December 31, 2009.

In addition, the Enterprise will be relocating to the Project Site 3 existing full-time permanent jobs. The Enterprise will use its best efforts to retain these 3 existing full-time permanent jobs. The Enterprise currently has 3 existing full-time permanent employees in the State of Ohio.

The relocation and retention of these 3 existing full-time permanent jobs will maintain the Enterprise's current annual payroll for these jobs of (\$205,000) Two Hundred Five Thousand Dollars.

## **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.

## **Section 4:**

The City of Massillon hereby grants the Enterprise a tax exemption pursuant to Section 5709.62 for eligible new tangible personal property acquired in conjunction with the Project and will only apply to the investment limits expressed in the project description as defined in Sections 1 and 4 of this agreement. This tax exemption shall be at the rate of 75% on all furniture and fixtures acquired as part of the Project as defined in

Section 1 and Exhibit A of this Agreement. Each identified project improvement will receive a ten year exemption period.

The minimum investment for tangible personal property to qualify for the exemption is \$25,000 to purchase furniture and fixtures and other noninventory personal property first used in business at the facility as a result of the project. The maximum investment for tangible personal property to qualify for exemption is \$45,000 to purchase furniture and fixtures and other noninventory personal property first used in business at the facility as a result of the project. 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 tax return year 2007 nor extend beyond tax return year 2016. In no instance shall any tangible personal property be exempted from taxation for more than ten return years.

#### **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 75%. 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, 2007 nor extend beyond December 31, 2016.

The Enterprise must file the appropriate tax forms (DTE 23) with the County Auditor to effect and maintain the exemptions covered in the agreement.

#### **Section 6:**

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 7:**

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 8:

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 9:

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 10:

If the Enterprise materially fails to fulfill its obligations under this Agreement, **other than with respect to the number of employee positions estimated to be created or retained 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 11:

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 12:

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 13:**

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 14:**

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 15:**

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 16:**

In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Enterprise is not equal to or greater than seventy-five percent of the number of employee positions estimated to be created or retained under this agreement during three-year period, the Enterprise shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City of Massillon may terminate or modify the exemptions from taxation granted under this agreement.

### **Section 17:**

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 6 months.

**Section 18:**

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

In Witness Whereof, the City of Massillon, Ohio, by Francis H. Cicchinelli, Jr., its Mayor, and pursuant to Ordinance No. \_\_\_\_\_, has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_; E-Tank, Ltd., by Alan Jaslow, its Member Partner President, and has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_; and Rose Real Estate Holdings, LLC, by Alan Jaslow, its Member Partner President, and has caused this instrument to be executed this \_\_\_\_ day of \_\_\_\_\_.

**WITNESSED BY:**

**THE CITY OF MASSILLON, OHIO**

\_\_\_\_\_

Francis H. Cicchinelli, Jr., Mayor

**WITNESSED BY:**

**INTEGRITY CRANE SERVICES, LTD..**

\_\_\_\_\_

Kyle A. Wenger, Manager Partner

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Pericles G. Stergios, Director of Law  
City of Massillon, Ohio

OHIO DEPARTMENT OF DEVELOPMENT  
OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the City of  
Massillon located in the County of Stark and INTERGRITY CRANE SERVICES, LTD  
(Enterprise)

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

INTEGRITY CRANE SERVICES, LTD

enterprise name

KYLE A. WENGER SR

contact person

5780 PERRY HILLS DR SW

330-479-2003

telephone number

CANTON, OH 44706

address

- b. Project Site:

NOVA EAST INDUSTRIAL PARK

contact person

VENTURE CIR SE

MASSILLON, OH

address

telephone number

2. a. Nature of business (manufacturing, distribution, wholesale or other).

FACILITY FIELD SERVICE REPAIR OF OVERHEAD CRANES AND

HOISTS

- b. List primary 6 digit NAICS #811310  
Business may list other relevant SIC numbers.

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

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

LIMITED LIABILITY COMPANY

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

KYLE A. WENGER SR

4. Is business seasonal in nature? Yes \_\_\_\_\_ No X

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

0

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

Yes X No \_\_\_\_\_

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

3 Personnel including principal officers

5780 Perry Hills Dr SW Canton, OH 44706

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

3

e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: 3

f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? 3 PERSONNEL

APPROX \$25,000 ASSETS

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

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



7. Does the Enterprise owe:

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

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

CONSTRUCTION OF A APPROX 7,000 SQFT BUILDING FOR SERVICE,  
REPAIR, STORAGE, OFFICES, AND POTENTIAL LIGHT  
MANUFACTURING OF OVERHEAD CRANES AND HOISTS

9. Project will begin LATE, 2006 and be completed  
SUMMER JULY, 2007 provided a tax exemption is provided.

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

1 SALESMAN, 1 OFFICE MANAGER, 2 FIELD SERVICE PERSONNEL

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

c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): OFFICE MANAGER AND ONE SERVICE MEMBER  
WITHIN 1<sup>ST</sup> YEAR IN FACILITY, 2<sup>ND</sup> YEAR SALEPERSON, 1 SERVICE TECH  
3<sup>RD</sup> YEAR

11. a. Estimate the amount of annual payroll such new employees will add \$ 125,000  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

- b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ 205,000

12. Market value of the existing facility as determined for local property taxation.  
SLAND ONLY \$75,000

13. a. Business's total current investment in the facility as of the proposal's submission.  
\$ 0

- b. State the business's value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory): \$ LIMITED ASSETS BELOW \$25,000

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

	Minimum	Maximum
A. Acquisition of Buildings:	\$	\$
B. Additions/New Construction:	\$ <u>300,000</u>	\$ <u>500,000</u>
C. Improvements to existing buildings	\$	\$
D. Machinery & Equipment	\$	\$
E. Furniture & Fixtures:	\$ <u>25,000</u>	\$ <u>45,000</u>
F. Inventory	\$	\$
<b>Total New Project Investment:</b>	\$ <u>325,000</u>	\$ <u>545,000</u>

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

Real Estate Construction and Building Furniture and Fixtures

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

To expand operations and facilitate future growth

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

to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Integrity CRANE Services, LTD 4/24/06  
Name of Enterprise Date

[Signature]  
Signature

KYLE A. Wenger managing member  
Typed Name and Title

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

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

\*\*\* An Application Fee of Seven Hundred Fifty Dollars (\$750.00) must be submitted along with the Proposed Agreement for Enterprise Zone Tax Exemption (Application). This fee is payable by check or money order made payable to the **Ohio Department of Development**.

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

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

**NARRATIVE STATEMENT**

**I. PROJECT DESCRIPTION:**

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

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

**Proposed project site is lot #994 of the Nova East Industrial Park, Venture Circle 2 Acres 178' of road frontage and depth of lot 490' total lot size. Building to encompass approx 7200 Sqft of office and facility shop area. Building construction will be vital to the future growth and expansion of Integrity Crane Services, Ltd and accommodate operations in a business facility for better operational and professional performance.**

**Integrity Crane Services, Ltd was started in 2001 as a Full-Service overhead crane hoist and repair facility providing services throughout northeast Ohio.**

## II. PROJECT BUDGET

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

Steel Prefabricated Single sloped or =Gabled 60' x 120' \$462,000  
Building size Approx 800 Sqft of lower level office space,  
2 nd floor of office Area to unfinished for storage and  
future growth.

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

Building will be designed with future expansion in  
Mind.

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

N/A



**D. MACHINERY AND EQUIPMENT**

**Proposed Cost**

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

**\$25,000**

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

Future plans of Manufacturing of Overhead Cranes is planned and based on demand. Integrity Crane Services, Ltd will project needed machine shop equipment and additional machinery. With new construction offices will be furnished with furniture and fixtures and undetermined in initial costs.

Currently Integrity Crane Services, Ltd is primarily engaged in Field service operations throughout Northeast Ohio and limited Equipment and machinery is in operation at current time. To accommodate necessary growth this will be our primary place of business and establishes a home to coordinate business functions.

**E. INVENTORY**

**Proposed Cost**

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

The inventory which is eligible for exemption is that amount

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

Currently Integrity Crane Services, Ltd operates without need for any inventory and is ordered directly from manufactures on a Just In Time Basis (JIT). Basic level of tooling and supplies will be the only inventory planned.

### III. EMPLOYMENT

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

Project will allow needed expansion for company and personnel. Current jobs are at (3) Three full time personnel and all work Field service operations. This carries an annual payroll of approx \$205,000. Projected Employment levels will be additional 3 employees within 36 months of occupying facility, with an Office manager and Sales/Service personnel within 12 months of occupying/move in included as the three (3) stated above. With an estimated \$80,000 in payroll the first year of operation and approx \$400,000 annual payroll after the (3) Three year period. All personnel hired will be considered Full Time Employees.

#### IV. REQUEST FOR TAX EXEMPTION

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

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

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

**Integrity Crane Services, Ltd requests a 10 year 75% tax abatement for real property construction to proceed with these future plans. As a small business currently experiencing solid growth and outgrowing a home based business these abatements allow business expansion, create a positive image for customers, provide employment for personnel, project positive business planning, and ultimately allow the needs of this company to be expanded.**

1A. Total Project Costs receiving Real Property Exemption: \$462,000

Real Property Tax Matrix

Projected Tax Year	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	TOTALS
Estimated Value of Real Property Improvements	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 462,000
Exemption Schedule	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Exempted Value	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500	\$ 346,500
Taxable Value	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500	\$ 115,500
Assessment	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Net Real Property Tax Rate (\$1000)	40.78	40.78	40.78	40.78	40.78	40.78	40.78	40.78	40.78	40.78	40.78
Total Real Property Tax Foregone (Taxable Value x 35% + tax rate)	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 4,946	\$ 49,459
Net New Tax Revenue Taxable Value x 35% + tax rate)	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 1,649	\$ 16,486

Total Real Property Tax Foregone over Project Term:

\$ 49,459

Total New Real Property Tax Revenue generated over Project Term:

\$ 16,486

1B. Please calculate the annual net new Real Property Tax Revenue generated by the project. Subtract any real property tax revenue loss (page 1)D, from the new real property tax generated \$16,486 (1A) to equal the net new annual real property increase (loss) \$16,486 to community.



2A. Total Project Costs Receiving Tangible Personal Property Exemptions: \$25,000

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

Personal Property Tax Matrix

Projected Tax Year	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10	Totals
Estimated Value of Tangible Personal Property	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Exemption Schedule	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	
Exempted Value	\$ 18,750	\$ 18,750	\$ 18,750	\$ 18,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Taxable Value	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Assessment	25%	18.8%	12.5%	6.25%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Tangible Personal Property Tax Rate	61.70	61.70	61.70	61.70	61.70	61.70	61.70	61.70	61.70	61.70	
Total Tangible Property Tax Foregone (Exempted Value x Assessment x Tax Rate)	\$ 289	\$ 217	\$ 145	\$ 72	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 724
Net New Tangible Property Tax Revenue (Taxable Value x Assessment x Tax Rate)	\$ 96	\$ 72	\$ 48	\$ 24	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 241
Total Tangible Personal Property Tax Foregone over Project Term:											\$ 724
Total Net New Tangible Personal Property Tax Revenue generated over Project Term:											\$ 241

2B. Please calculate the annual net new Tangible Personal Property Tax Revenue generated by the project. Subtract any Tangible Personal Property tax revenue loss \$ 0 (page 1) from the new Tangible Personal Property Tax generated \$241 (2A) to equal the net new annual Tangible Property increase (loss) \$241 to community.

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

COUNCIL CHAMBERS

*passed 9/5*  
CITY OF MASSILLON, OHIO

ORDINANCE NO. 91 - 2006

*Filed 9/5*  
*1st reading*  
LEGISLATIVE DEPARTMENT

BY: COMMUNITY DEVELOPMENT COMMITTEE

*2nd reading 7/3*  
*Filed 8/7*  
TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety to enter into a lease agreement relating to certain lands that are presently owned by the City of Massillon to the Community Improvement Corporation in accordance with Section 1724.10 of the Ohio Revised Code, and declaring an emergency.

WHEREAS, under Ohio Revised Code Section 761.02, the legislative authority of the City of Massillon may determine that to promote the industrial and economic welfare of said City, real property may be leased without competitive bidding at such times and in such manner as the legislative authority so chooses; and,

WHEREAS, if the legislative authority finds that the industrial and economic welfare of such municipal corporation would be benefitted by the lease of such real property, it may enter into negotiations with the Community Improvement Corporation (CIC) as designated by the municipal corporation and lease said real property to the CIC; and,

WHEREAS, pursuant to the Ohio Revised Code 1724.10(B) the legislative authority shall specify the terms and consideration for such lease to the CIC which shall be conclusive and mandatory directive on the officers of said CIC who shall act on behalf of the municipal corporation as its agent.

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

Section 1:

The Mayor and the Director of Public Service and Safety be and are hereby authorized and directed to enter into a lease agreement with the Massillon Community Improvement Corporation (CIC) pursuant to Section 1724.10 of the Ohio Revised Code concerning the lease of property and are hereby further authorized and directed to enter into a lease agreement with the Massillon CIC for the following described real estate for the purpose of promoting the industrial and economic development of the community:

Known as and being a 19.962 acre parcel containing part of Out Lots 560 and 566, said land being adjacent to the Heartland Behavioral Institute as further described in Exhibit "A" attached hereto.

Section 2:

That the Mayor and Director of Public Service and Safety are hereby authorized and directed to lease said described lands to the Massillon CIC without competitive bidding.

Section 3:

The Mayor, the Director of Public Service and Safety and Director of Law shall approve the terms of the lease agreement after negotiations are completed with the Massillon CIC. A copy of the proposed lease is attached as Exhibit "B" and is substantially similar to the agreement that will be entered into between the City and the CIC.

Section 4:

This Council, the duly elected legislative authority of the City of Massillon, a municipal corporation organized under the laws of the State of Ohio hereby determines that the industrial and economic welfare of the City of Massillon would be benefitted by the lease of said land; that said property is, or after improvement, will be useful for an economic development project; and that utilization of such property in the creation, location or expansion of such facilities is economically sound and will benefit the people of the City by increasing opportunities for employment and strengthening the economic welfare of the City; and for these reasons authorizes such lease pursuant to Section 761.02 of the Revised Code.

Section 5:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the community and for the further reason that said lease of land is needed to promote the industrial and economic development of the City. Provided this Ordinance receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force at the earliest time allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

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

# Exhibit "A"

## TRACT 1

Instr: 200605150029143  
P: 3 of 5 F: \$52.00 05/15/2006  
Rick Campbell 1:52PM DEED  
Stark County Recorder T20060022614

### DESCRIPTION OF A 19.962 ACRE PARCEL

Situated in the State of Ohio, County of Stark, and City of Massillon, and being part of Outlots 560 and 566 now or formerly owned by the State of Ohio (Deed 293:81), and being further described as follows:

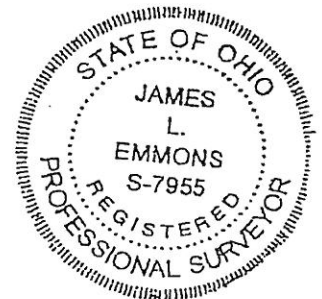
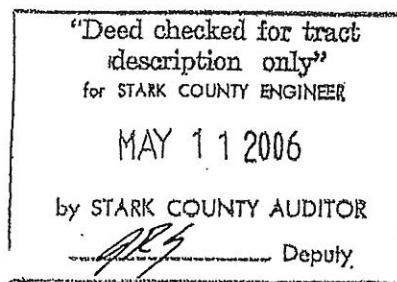
Commencing for reference at a standard county bronze disc found at the Northeast corner of the Southeast Quarter Section 20, Perry Township (T-10, R-9) which is the southwest corner of Outlot 704 of said City of Massillon; Thence S01°47'25"W along the east line of said Southeast Quarter Section 20, a distance of 1299.65 feet to a mag nail set at the True Place of Beginning of the parcel herein described;

1. Thence N51°30'13"E, a distance of 16.21 feet to a drill hole set;
2. Thence S66°46'01"E, a distance of 248.35 feet to a 5/8" bar found;
3. Thence S53°12'31"E, a distance of 265.96 feet to a mag nail set;
4. Thence S73°18'57"E, a distance of 201.68 feet to a 5/8" bar set;
5. Thence S03°10'50"W, a distance of 201.84 feet to a 5/8" bar found;
6. Thence S21°23'33"W, a distance of 814.43 feet to a 5/8" bar found;
7. Thence S00°09'28"W, a distance of 154.99 feet (passing over a 5/8" bar found at a distance of 87.22 feet) to a 5/8" bar found;
8. Thence along the north line of Outlot 567 which is the south line of Nave Street which is the south line of said Ohio parcel which is along the arc of a curve to the right having a radius of 2889.79 feet, a tangent of 9.70 feet, a central angle of 00°23'05", chord of 19.40 feet bearing S89°50'09"W, a distance of 19.40 feet to a 5/8" bar set;
9. Thence N89°26'49"W along the north line of Outlot 567 which is the south line of said Nave Street which is the south line of said Ohio parcel, a distance of 343.31 feet to a 5/8" bar set;
10. Thence N02°01'19"E, a distance of 29.57 feet to a mag nail set;
11. Thence N88°13'17"W along the centerline of said Nave Street which is the south line of said Ohio parcel, a distance of 20.00 feet to a mag nail set;
12. Thence N88°33'07"W along the centerline of said Nave Street which is the south line of said Ohio parcel, a distance of 312.62 feet;
13. Thence N24°04'58"E, a distance of 428.05 feet (passing over a 5/8" bar set at a distance of 32.50 feet) to a 5/8" bar set;
14. Thence along the arc of a curve to the left having a radius of 622.00 feet, a tangent of 137.89 feet, a central angle of 25°00'00", a chord of 269.25 feet bearing N11°34'56"E, a distance of 271.40 feet to a 5/8" bar set;
15. Thence N06°53'39"E, a distance of 161.40 feet to a 5/8" bar set;
16. Thence N02°14'37"E, a distance of 171.99 feet to a 5/8" bar set;
17. Thence N08°50'56"W, a distance of 185.42 feet to a 5/8" bar set;
18. Thence N25°26'32"E, a distance of 188.34 feet to a 5/8" bar set;
19. Thence N51°30'13"E, a distance of 62.06 feet to the True Place of Beginning and containing 19.962 acres of which 19.328 acres are in said Outlot 560 and 0.634 of an acre is in said Outlot 566 as surveyed by James L. Emmons, S-7955 in June, 2005.

Subject to the right of way of Nave Street (variable right of way, Right of Way Plans STA-30-7.64) containing 0.767 of an acre.

Basis of bearings from State Plane Coordinate System as provided by the Massillon City Engineer.

*James L. Emmons*



# DRAFT - 5/16/06

## LEASE

Exhibit "B"

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by the City of Massillon, a municipal corporation (LESSOR) and MASSILLON COMMUNITY IMPROVEMENT CORPORATION, an Ohio nonprofit corporation, (LESSEE) and is more particularly described in Exhibit "A", which is attached.

**WHEREAS, LESSEE** is desirous of leasing the premises described above, and

**WHEREAS**, it is the desire of both LESSOR and LESSEE to enter into such agreements to permit the above to be accomplished.

**BE IT, THEREFORE, RESOLVED**, that in consideration of the mutual promises set forth herein, the parties agree as follows:

- 1) **CONSIDERATION.** LESSOR, in consideration of the rent and upon the covenants and conditions herein contained, hereby leases unto LESSEE the "Premises" herein in the City of Massillon with a legal description contained in Exhibit "A" attached.
- 2) **SUBORDINATION.** This Lease shall be subordinate to a bond indebtedness on the Premises in favor of The State of Ohio. LESSEE agrees from time-to-time upon demand to execute any and all instruments as may be required to evidence such subordination.
- 3) **TERM OF LEASE.** The term of this Lease shall be for an initial term of ten (10) years. LESSOR hereby grants to LESSEE the right and option to renew and extend this Lease for one (1) additional year. Should LESSEE desire to exercise the one (1) year option to renew, LESSEE shall give notice of its election to exercise such option, in writing, by certified mail, return receipt requested, to LESSOR at the address shown above or such address as LESSOR shall designate in writing. Each notice of election to renew and extend, if given, shall be given not later than the date which is ninety (90) days prior to expiration of the term of this Lease then in effect, whether such term then be the initial term or any extended term resulting from the prior exercise by LESSEE of its foregoing option.

The obligation of LESSEE to pay the monthly rental specified herein shall commence upon the first of the month following the signing of this Agreement. The parties shall execute a memorandum designating the commencement date upon which the obligation of LESSEE to pay the monthly rental begins.

- 4) **USES, PURPOSES AND DEVELOPMENT OF PREMISES.** The Lessee grants the Lessor and the Massillon Municipal Court the right to use, occupy and develop the Premises consistent with the City's Use Plan with the State of Ohio and the Court's statutory authority in R.C. 1901.26(B)(1) to acquire, additional facilities, (offices) rehabilitate existing facilities, acquire equipment and to create special projects to



benefit the efficient operation of the Municipal Court and the City; and, to expand the Court's Probation Offices and supervision over its alcohol and drug treatment programs, residential treatment referrals, mental health assessments and treatment, community control and probation referrals for assessments, evaluations, treatment, employment, education and community work service. Lessee shall use, occupy, develop and sublease the Premises consistent with the City and Court's governmental interest in creating, fostering and establishing Probation Offices that will support an Alcohol and Drug treatment and Behavioral campus together with all the professional services and ancillary support (educational and recreation programs) associated with a one-stop Alcohol and Drug Treatment Campus.

- 5) **ASSIGNMENT.** The LESSEE may not assign this Lease or sublet the Leased Premises, or any portion thereof without the expressed written consent of the City of Massillon, but such assignment shall not relieve LESSEE of its duties, responsibilities and obligations or any liability hereunder.
- 6) **SHORT FORM LEASE.** The parties will at any time at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a Short Form of this Lease, setting forth a description of the Premises, the terms of this Lease, and any other portions hereof, excepting the rental provisions, as either party may request.
- 7) **ANNUAL RENT.** The lease price for said subject premises shall be Five Hundred Seventy Nine Thousand and 00/100 Dollars (\$579,000) and shall be paid according to the following schedule (each payment made payable to the City of Massillon):
  - (a) \$300,000 at signing of this Lease agreement.
  - (b) \$69,750 due and payable on December 1, 2007.
  - (c) \$69,750 due and payable on December 1, 2008.
  - (d) \$69,750 due and payable on December 1, 2009.
  - (e) \$69,750 due and payable on December 1, 2010.

If any payment is not paid when due, or within 10 days thereof, then an additional charge of 2% per month shall be added to the unpaid payment until the payment is paid in full. It further being the intent of the parties hereto for the lease payments received by LESSEE in its contemplated sublease of the premises, executed concurrently with this Lease, to be used to discharge this obligation.

- 8) **PAYMENT OF TAXES.** LESSEE shall pay not less than TEN (10) days before the same become delinquent, all real estate taxes and assessments properly assessed against the Leased Premises and any other improvements from time to time erected thereon. LESSOR shall deliver by certified mail the tax bill to the LESSEE at least 20 days before the date due for payment.
- 9) **USE OF PREMISES.** LESSEE shall have the right to use the demised Premises for any lawful purpose not inconsistent with the provisions of this Lease and paragraph

4 of this Lease, or any requirements of law affecting the demised Premises or any part thereof. LESSEE shall not use or occupy or permit the use or occupancy of the demised Premises or any part thereof, or the improvements to be hereafter constructed thereon in any unlawful manner, or for any illegal purposes, or in such manner as to constitute a nuisance or violate any of the terms of any law or ordinance applicable to the demised Premises or the improvements to be hereafter constructed thereon, or for any purpose in any manner liable to or which will violate the terms of any of the bond indentures then constituting a lien upon the leasehold estate of LESSOR. The Premises shall also be subject to restrictions and conditions as set forth in the Deed to the City of Massillon from the State of Ohio, as recorded on \_\_\_\_\_, 2006, and recorded under No. \_\_\_\_\_.

LESSEE agrees to execute at closing ingress/egress easements prepared by State of Ohio to permit State's continued use of existing driveways along the eastern and western boundaries of the Premises and permit secondary access from adjacent state property to Nave Road at the southern boundary of the Premises.

- 10) **INSURANCE.** LESSEE at its sole cost and expense, shall provide and maintain general public and liability and property damage and liability insurance, which policy shall insure to both LESSOR and LESSEE, as their interest may appear, as named insured against all claims (including all costs and expenses of defending same), for personal injury, sickness, disease or death, or for damage or injury to property occurring in or about the demised Premises, the improvements to be hereafter constructed thereon or on adjoining streets, alleys, passageways, sidewalks, gutters, curbs, vaults or vault space, or any elevators, public utility installations, and in any amounts customary and prudent for this type of property, but in at least ONE MILLION DOLLARS (\$1,000,000.00) in combined single limit insurance.

LESSEE shall name LESSOR as an additional insured on said policy. LESSEE agrees to have the insurance company notify LESSOR of default in premium payment if the same is not paid 20 days before the due date of default.

- 11) **NON-PRIORITY OF LEASE.** It is agreed that LESSEE does hereby subordinate its rights under this Lease and in the fee simple estate in and to the demised Premises to the lien and bond indebtedness to The State of Ohio, recorded in the Stark County Official Images Record.
- 12) **CONDEMNATION OF ALL DEMISED PREMISES.** If, during the term of this Lease, substantially all the demised Premises and improvements to be hereafter constructed thereon or improvements made, shall be taken as a result of the exercise of the power of eminent domain, all right, title and interest of LESSEE hereunder, except its right to be paid the value of its interest in the condemned Premises shall cease and come to an end on the date of the vesting of title pursuant to such proceedings; substantially all of the demised Premises and improvements to be hereafter constructed thereon shall be deemed to have been taken if (1) taking results in the enjoyment of the leasehold estate being uneconomic without



demolishing the improvements which remain after such taking, or (2) the remaining portion of the demised Premises may not be economically used by LESSEE under the terms of this Lease. LESSOR and LESSEE agree to request the Court in any condemnation proceeding to make separate awards to LESSOR and to LESSEE for the value of their respective interest. LESSEE's interest shall include the entire value of LESSEE's improvements on the property. LESSOR'S interest shall include the balance of the value of the premises. If such Court is prohibited by law from making separate awards, then notwithstanding any such statute or law prohibiting separate awards, any compensation which may be awarded on account of taking of such Premises by eminent domain shall be fairly allocated between the ownership of the fee and the leasehold estate in accordance with the loss or damage suffered by each, taking into consideration all of the relevant facts and circumstances. Pending such allocation, any party receiving any portion of the total award will hold the same in trust to be paid in accord with the allocation.

- 13) **CONDEMNATION OF PORTION OF DEMISED PREMISES.** In the event less than substantially all of said demised Premises shall be taken as a result of the exercise of the power of eminent domain, the award shall be apportioned as determined in the preceding paragraph hereof, but in such event, this Lease shall continue in full force and effect, provided however, that the rental to be paid and the insurance requirements hereunder shall be adjusted in proportion to the percentage of the premises taken as a result of the exercise of the power of eminent domain.
- 14) **DAMAGE OR DESTRUCTION OF THE IMPROVEMENTS.** The LESSEE shall be responsible for all repairs, resurfacing, landscaping, maintenance, and snowplowing for the premises.
- 15) **INSURANCE PROCEEDS.** All insurance proceeds payable by reason of damage or destruction of the improvements situated on the Leased Premises shall be available to the LESSEE for the purpose of performing of repairs, reconstruction or rebuilding which under the terms of this Agreement LESSEE is obligated to do.
- 16) **EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by the LESSEE under the Lease:
  - a) *LESSEE shall fail to pay any installment of the rent hereby reserved upon the respective due date and such failure shall continue for a period of thirty (30) days as to rent and as to any event of default, including but not limited to any payment of obligation described herein, which LESSEE shall not cure within twenty (20) days after written notice thereof to LESSEE.*
  - b) *LESSEE shall become insolvent, or LESSEE shall commit any act of bankruptcy or shall make an assignment for the benefit of creditors, or LESSEE shall admit in writing its inability to pay its debtors as they become due.*

- c) *A receiver or trustee shall be appointed for all or substantially all of the assets of the LESSEE or of the leased property in any proceeding brought by LESSEE, or such receiver or trustee shall be appointed in any proceeding brought against LESSEE and shall not be discharged within one hundred twenty (120) days after such appointment or LESSEE shall consent to or acquiesce in such appointment.*

If an event of default as outlined above shall have occurred, the LESSOR may, in its sole discretion, declare this Lease terminated, and of no further effect, and LESSOR shall thereupon be entitled to enter upon the premises and take possession of the leased property as its former estate. Any holdover by LESSEE after termination of this Lease by LESSOR, shall not be deemed to extend the term of this Lease beyond a day-to-day basis. In the event of the automatic termination of this Lease by LESSOR as provided above, LESSOR shall be entitled to recover from LESSEE all of the fixed rentals and other charges as defined herein for security or utilities accrued and unpaid for the period up to and including such termination date. No right or remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be accumulative and in addition any other right or remedy given hereunder or now hereafter existing at law or in equity or by statute.

- 17) **REMEDIES OF LESSOR.** In any of such events as provided for the previous paragraph No. 16 occur, LESSOR may:

- a. *Cancel and terminate this Lease by notifying LESSEE of LESSOR'S election of this remedy and upon the giving of such notice, the Lease will cease and terminate, or*
- b. *LESSOR may, without notice to LESSEE and at the expense of LESSEE cure said default of LESSEE whereupon LESSEE shall immediately reimburse or otherwise pay to LESSOR as additional rent, any payments made or expense incurred by LESSOR in curing said default plus interest thereon, or*
- c. *LESSOR may relet said premises or any part thereof as agent for LESSEE and receive the rent therefore, and LESSEE shall pay to LESSOR for all its reasonable expenses in connection with such reletting.*

- 18) **CONSENT.** Neither party shall hold or delay its consent or approval when requested hereunder, capriciously or without reason.

- 19) **SUCCESSION.** Each provision hereof shall extend to and shall, as the case may require, inure to the benefit of LESSEE and LESSOR and their respective legal representatives, successors and assigns.

- 20) **MODIFICATION.** It is agreed that no modification of this Lease be binding on the LESSOR and LESSEE unless such parties shall execute a written consent to such modification.
- 21) **ENTIRE AGREEMENT.** This Lease sets forth the entire agreement between the parties and revokes and supersedes any prior lease agreement and no amendment or modification of this Lease shall be binding or valid unless expressed in writing and executed by both of the parties hereto.
- 22) **BINDING EFFECT.** All of the covenants, agreements and terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their successors and to the extent the assignment is permitted hereunder, their respective assigns.
- 23) **FORCE MAJEURE.** LESSOR and LESSEE shall not be found in default for any delay in their performance or inability to perform any of the covenants of this Lease when such delay or inability is prevented or delayed by cause or causes beyond their reasonable control, including but not limited to acts of God, civil commotion, strikes, war or government acts.

**IN WITNESS WHEREOF,** the parties have hereunto executed this Lease as of the date first written above.

**WITNESS:**

**LESSOR:**

CITY OF MASSILLON, a municipal corporation

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

BY: \_\_\_\_\_  
Michael Loudiana  
Safety Service Director

**LESSEE:**

MASSILLON COMMUNITY IMPROVEMENT  
CORPORATION, an Ohio nonprofit corporation

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

BY: \_\_\_\_\_

**STATE OF OHIO, STARK COUNTY, SS:**

**BEFORE ME**, a Notary Public, in and for said County and State, personally appeared the above-named City of Massillon, a municipal corporation, by Michael Loudiana, its Safety Service Director, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

**STATE OF OHIO, STARK COUNTY, SS:**

**BEFORE ME**, a Notary Public, in and for said County and State, personally appeared the above-named Massillon Community Improvement Corporation, an Ohio nonprofit corporation, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

**OPTION TO PURCHASE LEASED PREMISES**

Within thirty (30) days, after the bond indebtedness to the State of Ohio is paid in full and if Lessee has fulfilled all its obligations under the Lease, Lessee shall have the option to purchase the premises for a purchase price of \$1.00 paid by the Lessee to the Lessor under this Lease, prior to the date of closing, and on the following terms and conditions:

- (f) Lessee shall exercise this option, if at all, by giving written notice to Lessor no later than 30 days prior to the expiration of the Primary Term or any exercised Renewal Term of this Lease.

- (g) The closing of the purchase, payment of the purchase price and delivery of Lessor's quit-claim deed shall be held within thirty (30) after exercise of the option by Lessee, unless otherwise extended, at a time and place designed by Lessee.
- (h) Lessor shall convey to Lessee marketable fee simple title to the Premises by a transferable and recordable quit-claim deed. Real property taxes and assessments on the Premises shall be prorated between Lessor and Lessee as of the date of the closing in accordance with the custom in Stark County, Ohio. The rentals under this Lease and all other income and expenses of the Premises shall be prorated as of the date of closing.

IN WITNESS WHEREOF, the parties have hereunto executed this Option to Purchase as of the date first written above.

WITNESS:

LESSOR:

CITY OF MASSILLON, a municipal corporation

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Michael Loudiana  
Safety Service Director

LESSEE:

MASSILLON COMMUNITY IMPROVEMENT  
CORPORATION, an Ohio nonprofit corporation

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named City of Massillon, a municipal corporation, by Michael Loudiana, its Safety Service Director, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

STATE OF OHIO, STARK COUNTY, SS:

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Massillon Community Improvement Corporation, an Ohio nonprofit corporation, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 92 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

WHEREAS, a petition to annex certain land in Perry Township to the corporation limits of the City of Massillon, Stark County, Ohio, was approved by the Board of County Commissioners on February 9, 2006, and

WHEREAS, the corporation limits of the City of Massillon, Ohio, have been enlarged since the approval of the Board of County Commissioners through the annexation of 4.453 acres of land comprising a part of Perry Township, and

WHEREAS, these annexed lands are still shown as a part of Perry Township 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 4.453 acres of land which is part of Perry Township, Stark County, Ohio, and that it will be in the public interest of the City to have the boundaries of said Perry Township changed by excluding this 4.453 acres of land from said Perry Township and adding this 4.453 acres of land to the City of Massillon within the corporation limits of the City.

Section 2:

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



SEE EXHIBIT "A" ATTACHED HERETO

Section 3:

That 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:

That 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 4.453 acres of land described in Section 2 of this ordinance to the City of Massillon, Stark County, Ohio.

Section 5:

That 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 Perry 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 \_\_\_\_\_ 2006

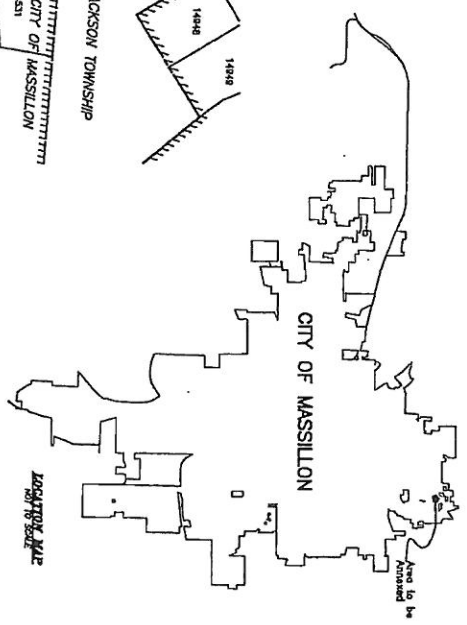
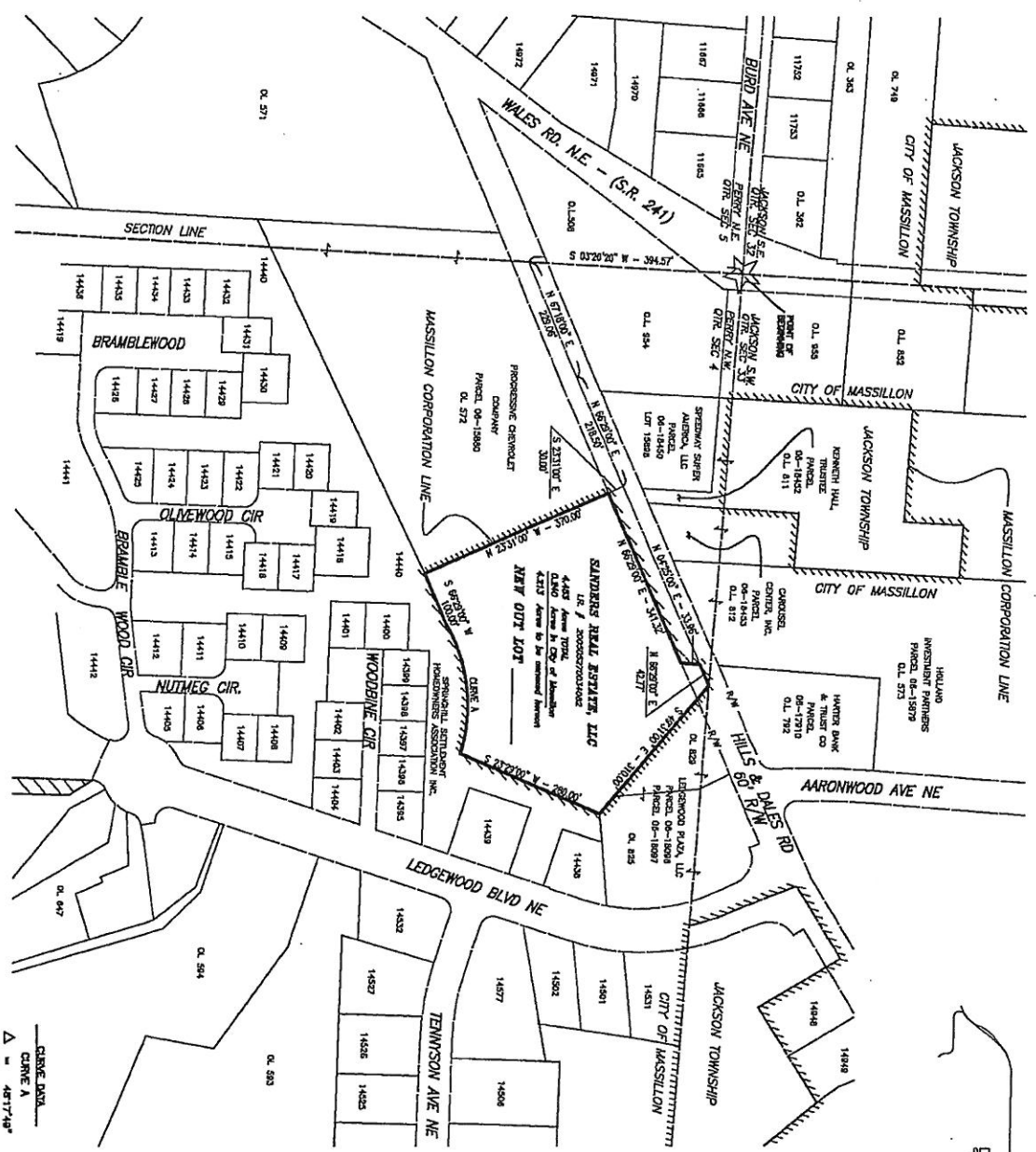
APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

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

**BASE OF BEARING**  
The bearings are based on the line of Section 4, Perry Township, as being a bearing of S 02°20'20" W on Quartered State County Official Record.

**DEPENDENT DOCUMENTS**  
RECORDS: 20000572004002  
OL 1112 PAGE 104  
PLOT BOOK 43 PAGE 71  
PLOT BOOK 25 PAGE 1  
TAX MAPS: 2000 SECTION MAP 4  
2000 SECTION MAP 33  
2000 SECTION MAP 33

**CURVE DATA**  
Δ = 48°17'49"  
R = 228.00'  
C = 241.37'  
T = 132.25'  
L = 248.73'  
CH BRG = S83°14'30"W



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

Total Acreage to be Annexed: 4.213 Acres  
Miles of State Highways: 0 Miles  
Miles of County Roads: (Paved) 0.000 (Unpaved) 0.000 Miles  
Miles of Township Roads: 0 Miles  
N.W. 1/4, Section 4, Perry Twp. 4.213 Acres

**NOTE:**  
This map is compiled, calculated, and drawn from available deeds of record, recent plat, and other documents submitted from the official records of the County of Stark, Ohio. The plat is subject to the official records of the County of Stark, Ohio. The plat is subject to the official records of the County of Stark, Ohio. The plat is subject to the official records of the County of Stark, Ohio.

**MASSILLON CITY COUNCIL**

Accepted by the City Council of Massillon, Ohio, by Ordinance No. \_\_\_\_\_ Passed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY ENGINEER \_\_\_\_\_

CITY AUDITOR \_\_\_\_\_

COUNTY RECORDER \_\_\_\_\_

STARK COUNTY COMMISSIONERS \_\_\_\_\_

Received for record this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.  
Recorded in Vol. \_\_\_\_\_ Page \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**1 / 1**

**Sanders Annexation**  
Part of the NW Quarter Section 4, Perry Township  
Annexation Map  
City of Massillon  
Stark County, Ohio

**DATE** 10/20/05  
**REVISION** 10/20/05  
**SCALE** 1" = 200'

**DATE** 10/20/05  
**REVISION** 10/20/05  
**SCALE** 1" = 200'

**Sanders Annexation**  
Part of the NW Quarter Section 4, Perry Township  
Annexation Map  
City of Massillon  
Stark County, Ohio

**DATE** 10/20/05  
**REVISION** 10/20/05  
**SCALE** 1" = 200'

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 93 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

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

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

WHEREAS, Ohio Revised Code Section 709.03(D) requires that upon receiving notice, the Municipal Legislative Authority, shall by Ordinance or Resolution, adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon annexation, and

WHEREAS, this Ordinance is intended to comply with the requirements of the Ohio Revised Code section 709.03(D), and

WHEREAS, it is required by Section 709.033 (A) (6) of the Ohio Revised Code, that no street or highway will be segmented by municipal/township boundary line as to create a maintenance problem; and if a street or highway is divided, the municipality agrees to assume all maintenance of such street or highway as part of the annexation.

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

WHEREAS, the Stark County Commissioners have scheduled a public hearing to be held at the Massillon City Council Chambers on Wednesday, August 16, 2006 at 7:00pm.

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

Section 1:

Sanitary sewer is already available to the proposed area and the City of Massillon, Ohio, will extend to the proposed area, upon annexation, the availability of all municipal services extended to all of the current citizens, residents and property owners of the City of Massillon, Ohio, including, but not limited, to the services of the Municipal Police Department, services of the Engineering Department, services of the Building Department, services of the Street Department, services of the Safety Department, services of the Planning Department, services of the Health Department, services of the Sewer Department, and the services of the City of Massillon Administration within approximately one year of the annexation. The City of Massillon will also maintain the full width of the pavement along the frontage of the subject area to be annexed.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to indicate what services the City of Massillon will provide to the area upon annexation prior to the Stark County Commissioners hearing Wednesday, August 16, 2006 in the Massillon City Council Chambers. 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 \_\_\_\_\_ 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

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

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 94 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE repealing Ordinance No. 56 - 2005, and Chapter 1305 of the Codified Ordinances of the City of Massillon, and declaring an emergency.

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

Section 1:

Ordinance No. 56 - 2005 and Chapter 1305 of the Codified Ordinances of the City of Massillon, be and hereby are repealed.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community, and for the additional reason that it is necessary to repeal said ordinance in order to adopt a new Chapter 1305 of the Codified Ordinances. 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 \_\_\_\_\_ 2006

APPROVED \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

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

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

CHAPTER 1305  
OBOA One, Two and Three-Family Dwelling code

- 1305.01 OBOA One, Two and Three-Family Code adopted
- 1305.02 Copies
- 1305.03 Conflict
- 1305.04 BOCA Checklists

.....

1305.01 OHIO BUILDING OFFICIALS ASSOCIATION ONE, TWO AND THREE-FAMILY DWELLING CODE

Pursuant to Ohio R.C. 731.231, there is hereby adopted by and for the City, for the purpose of establishing rules and regulations for the construction and alteration, of nonindustrial one, two and three-family dwellings and their appurtenant structures, the Ohio Residential Code, the 2004 edition, as adopted by the Ohio Building Officials Association save and except the Administrative Chapter and such other portions thereof as may be hereinafter amended or deleted.

1305.02 COPIES

Copies of the Code as adopted in this chapter are on file with the Building Department for inspection by the public.

1305.03 CONFLICT

In case of conflict between the OBOA One, Two and Three-Family Dwelling Code and any other municipal ordinance or technical code adopted thereby, the more restrictive provision shall govern.

1305.04 BOCA CHECKLISTS

The following BOCA checklists will be used by the City of Massillon Building Department for the inspection of one, two and three-family dwellings erected in the City:

- (a) Framing checklist.
- (b) Footing checklist.
- (c) Foundation checklist.
- (d) Final checklist



# OHIO BOARD OF BUILDING STANDARDS

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## **RESIDENTIAL CODE OF OHIO** Certification Forms

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## Ohio Board of Building Standards

6606 Tussing Road • P.O. Box 4009  
Reynoldsburg, OH 43068-9009  
(614) 644-2613 FAX (614) 644-3147 FaxBack (614) 728-1244  
dic.bbs@com.state.oh.us  
[www.com.state.oh.us/dic/dicbbs.htm](http://www.com.state.oh.us/dic/dicbbs.htm)

Bob Taft  
Governor

Gerald O. Holland  
Chairman

### To Whom It May Concern:

Enclosed per your request is Form A, "Application for Certification of a Residential Building Department."

Also enclosed are pertinent excerpts from the Ohio Administrative Code regarding certification of residential building departments.

Acceptance of the application for certification will be contingent upon receipt of the materials requested on Form A, and certification of residential building department personnel. An initial application form must be received at least six weeks prior to the public hearing. Completed certification information must be received at least two days before the BBS Conference Meeting prior to the BBS Public Hearing.

Submit the original and five copies of:

- 1) Form A, completed and signed as required by appropriate officials.
- 2) All documents requested under the type of certification for which you are applying.
- 3) Form B, "Application for Certification of Residential Building Department Personnel" and appropriate resume form for non-certified personnel.

Requirements for application for certification of a residential building department are provided pursuant to Section 3781.10(A) and (E) of the Revised Code, and to the regulations for certification adopted by the Ohio Board of Building Standards. Legal requirements for certification require the Board to hold a public hearing and adopt an administrative rule pursuant to Section 119.03 of the Revised Code.

Should you have any questions, please contact this office at 614/644-2613.

Very truly yours,

BOARD OF BUILDING STANDARDS

John W. Brant  
Executive Secretary

Enclosures

# APPLICATION

## FOR THE CERTIFICATION OF A RESIDENTIAL BUILDING DEPARTMENT - FORM A

Pursuant to section 3781.10(A) of the Ohio Revised Code and rules adopted by the Board of Building Standards, this application is being submitted for certification of a residential building department to accept construction documents and to exercise enforcement authority in accordance with the Residential Code of Ohio.



### Board of Building Standards

6606 Tussing Road, P.O. Box 4009

Reynoldsburg, OH 43068-9009

(614) 644-2613 Fax (614) 644-3147 FaxBack (614) 728-1244

dic.bbs@com.state.oh.us

www.com.state.oh.us/dic/dichhs.htm

#### 1. BUILDING DEPARTMENT:

Dept. Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Date: \_\_\_\_\_ Year: 20 \_\_\_\_\_

E-mail Address: \_\_\_\_\_

#### 2. BUILDING DEPARTMENT CERTIFICATION:

Is the Residential Bldg. Dept. certification being requested as a part of the enforcement authority of a certified nonresidential building department? ☐ Yes ☐ No If "Yes" give the nonresidential Bldg. Dept. number: \_\_\_\_\_

#### 3. BUILDING DEPARTMENT INFORMATION:

Is this application per contract certification with another Certified Residential Bldg. Dept.? ☐ Yes ☐ No If "Yes", give name of the Certified Residential Bldg. Dept. under contract: \_\_\_\_\_

Appropriated Operating Budget: \$ \_\_\_\_\_ For Fiscal Year: \_\_\_\_\_ To: \_\_\_\_\_

Jurisdiction Area  
In Square Miles: \_\_\_\_\_

Population at Last  
Census: \_\_\_\_\_

Date Building  
Dept. Established: 20 \_\_\_\_\_

#### 4. DOCUMENTS TO BE SUBMITTED WITH THIS APPLICATION\* (indicate enclosure with an "X" in the appropriate box):

☐ Ordinance/Resolution Creating Building Department

☐ Inspection and Plan Examination Procedures

☐ Ordinance/Resolution Requesting Certification

☐ List of Primary and Backup Positions Directly Employed as Required for Enforcement Pursuant to 4101:8-1-03 OAC.

☐ Department Organizational Chart

#### ADDITIONAL DOCUMENTATION FOR CERTIFICATION OF CONTRACT PERSONNEL:

If Not Directly Employed, Contract/Agreement for: ☐ Building Official(s) ☐ Plan Examiner(s) ☐ Building Inspector(s)

☐ Electrical Safety Inspector(s) ☐ Plumbing Inspector(s)

#### \*DOCUMENTS TO BE SUBMITTED FOR CERTIFICATION PER CONTRACT ONLY:

☐ Ordinance/Resolution Creating Residential Building Department

☐ Ordinance/Resolution Requesting Certification

☐ Ordinance/Resolution Authorizing Contract

☐ Copy of Contract

#### 5. SIGNATURES OF APPROPRIATE AUTHORITIES (Municipal Officials, County Commissioners, or Township Trustees):

Name	Title	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SAMPLE CERTIFICATION ORDINANCE  
FOR FULL CERTIFICATION**

(Village, City, County) of \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING A REQUEST TO THE OHIO BOARD OF BUILDING  
STANDARDS TO CERTIFY THE (village, city, township, county) of \_\_\_\_\_  
\_\_\_\_\_ FOR ENFORCEMENT OF THE RESIDENTIAL CODE OF OHIO TO  
EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND  
SPECIFICATIONS, AND MAKE INSPECTIONS.

WHEREAS, the (village, city, township, county) of \_\_\_\_\_, Ohio desires to enforce the Residential Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the (village, city, township, county) of \_\_\_\_\_, Ohio seeks to obtain the authority for enforcement of the provisions of the Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the (certified department) \_\_\_\_\_ Residential Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the \_\_\_\_\_ Building Department to exercise enforcement authority in accordance with the Residential Code of Ohio, effective \_\_\_\_\_, as set forth in said Board's certification; and

WHEREAS, it is necessary in accordance with law to administer and enforce the Residential Code of Ohio within the limits of the (village, city, township, county) of \_\_\_\_\_; and

THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE (village, city, township, county) of \_\_\_\_\_, (county) \_\_\_\_\_, County, Ohio, three-fourths of all members elected thereto concurring, that:

SECTION I: That Ohio Administrative Code 4101:8 – Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the (village, city, township, county) of \_\_\_\_\_, Ohio,

SECTION II: That this ordinance shall be in full force and effect from and after the earliest period permitted by law following promulgated of the Residential Code of Ohio By the Board of Building Standards through the certification process, adoption and effective date of certification issued by the Ohio Board of Building Standards.

SECTION III: The (mayor, president board of commissioners) of the (village, city, township, county) of \_\_\_\_\_ is hereby authorized and directed to sign and submit an application to the Ohio Board of Building Standards requesting said Board to certify the (village, city, township, county) of \_\_\_\_\_ for enforcement of the Residential Code of Ohio.

SECTION IV: This Ordinance is hereby declared to be an emergency measure, the immediate passage of which is necessary for the public health, safety and welfare and for the further reason that said Code must be enforced and administered according to law and particularly pursuant to the requirements of Chapter 3781 of the Revised Code of Ohio;

wherefore, this Ordinance shall take effect and be in force immediately upon its passage and effective date of certification issued by the Ohio Board of Building Standards.

SECTION V: The said clerk is further directed to publish this Ordinance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PASSED: \_\_\_\_\_

\_\_\_\_\_  
(MAYOR)

ATTEST:

\_\_\_\_\_  
CLERK

I, \_\_\_\_\_, Clerk of the (village, city, township, county) of \_\_\_\_\_  
do hereby certify this to be a true and correct copy of Ordinance No. \_\_\_\_\_ duly passed by the Legislative  
Authority of the (village, city, township, county) of \_\_\_\_\_ on the date of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
CLERK

**SAMPLE CERTIFICATION ORDINANCE  
FOR CONTRACT CERTIFICATION**

(Village, City, County) of \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING A REQUEST TO THE OHIO BOARD OF BUILDING STANDARDS TO CERTIFY THE (village, city, township, county) of \_\_\_\_\_ FOR ENFORCEMENT OF THE RESIDENTIAL CODE OF OHIO WITH THE CONDITION THAT THE (certified department) \_\_\_\_\_ RESIDENTIAL BUILDING DEPARTMENT EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS, AND MAKE INSPECTIONS, AND AUTHORIZING AN AGREEMENT FOR SUCH ENFORCEMENT BETWEEN THE (village, city, county) OF \_\_\_\_\_ AND (certified, city, township; village, county) \_\_\_\_\_

WHEREAS, the (village, city, township, county) of \_\_\_\_\_, Ohio desires to enforce the Residential Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the (village, city, township, county) of \_\_\_\_\_, Ohio seeks to obtain the authority for enforcement of the provisions of the Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the (certified department) \_\_\_\_\_ Residential Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the \_\_\_\_\_ Building Department to exercise enforcement authority in accordance with the Residential Code of Ohio, effective \_\_\_\_\_, as set forth in said Board's certification rule; and

WHEREAS, it is necessary in accordance with law to administer and enforce the Residential Code of Ohio within the limits of the (village, city, township, county) of \_\_\_\_\_; and

WHEREAS, it is necessary than an agreement be entered into between the (village, city, township, county) of \_\_\_\_\_ and (certified village, city, township, county) \_\_\_\_\_ for the enforcement of the Residential Code of Ohio within the limits of said (village, city, township, county) of \_\_\_\_\_;

THEREFORE, BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE (village, city, township, county) of \_\_\_\_\_, (county) \_\_\_\_\_, County, Ohio, three-fourths of all members elected thereto concurring, that:

SECTION I: That Ohio Administrative Code 4101:8 – Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the (village, city, township, county) of \_\_\_\_\_, Ohio,

SECTION II: That this ordinance shall be in full force and effect from and after the earliest period permitted by law following promulgated of the Residential Code of Ohio By the Board of Building Standards through the certification process, adoption and effective date of certification issued by the Ohio Board of Building Standards.

SECTION III: The (mayor, president board of commissioners) of the (village, city, township, county) of \_\_\_\_\_ is hereby authorized and directed to sign and submit an application to the Ohio Board of Building Standards requesting said Board to certify the (village, city, township, county) of \_\_\_\_\_

\_\_\_\_\_ for enforcement of the Residential Code of Ohio with the condition that the (certified department) \_\_\_\_\_ Residential Building Department exercise the enforcement authority as necessary in accordance with the Residential Code of Ohio within the limits of said (village, city, township, county) and to enter into an agreement with (certified city, township, county) \_\_\_\_\_ Residential Building Department for such purpose.

SECTION IV: The (village, city, township, county) of \_\_\_\_\_ through its (mayor, or other) \_\_\_\_\_ and its (clerk) \_\_\_\_\_ is hereby authorized and directed to enter into an agreement with (village, city, township, county) \_\_\_\_\_ for the enforcement of the Residential Code of Ohio within the limits of said (village, city, county), whereby the (village, city, township, county) \_\_\_\_\_ Residential Building Department will exercise all enforcement authority and accept and approve plans and specifications and make inspections necessary within said (village, city, township, county) in accordance with the provisions of the Residential Code of Ohio.

SECTION V: The terms of the said agreement shall grant to the (village, city, township, county) full authority to do all things necessary to administer and enforce the Residential Code of Ohio within the limits of the (village, city, township, county) of \_\_\_\_\_ and in consideration therefore to allow the (village, city, township, county) to retain all permit and inspection fees authorized by the State of Ohio for such purposes.

SECTION VI: The Legislature Authority of said (village, city, township, county) of \_\_\_\_\_ further agrees to hold the (village, city, township, county) \_\_\_\_\_ harmless for all claims or causes of action of every kind and nature arising from the acts of the (village, city, township, county), its agents, employees, and representatives in the administration and enforcement of said codes.

SECTION VII: This Ordinance is hereby declared to be an emergency measure, the immediate passage of which is necessary for the public health, safety and welfare and for the further reason that said Code must be enforced and administered according to law and particularly pursuant to the requirements of Chapter 3781 of the Revised Code of Ohio; wherefore, this Ordinance shall take effect and be in force immediately upon its passage and effective date of certification issued by the Ohio Board of Building Standards.

SECTION VIII: The said clerk is further directed to publish this Ordinance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PASSED: \_\_\_\_\_

\_\_\_\_\_  
(MAYOR)

ATTEST:

\_\_\_\_\_  
CLERK

I, \_\_\_\_\_, Clerk of the (village, city, township, county) of \_\_\_\_\_ do hereby certify this to be a true and correct copy of Ordinance No. \_\_\_\_\_ duly passed by the Legislative Authority of the (village, city, township, county) of \_\_\_\_\_ on the date of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CLERK



**SAMPLE AGREEMENT FOR RESIDENTIAL BUILDING DEPARTMENTS  
SEEKING CONTRACT CERTIFICATION**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the (certified city Mayor, County Commissioners) of \_\_\_\_\_, Ohio, acting for and on behalf of (village, city, township, county) \_\_\_\_\_, Ohio, hereinafter referred to as the (village, city, township, county), and the (village, city, township, county) of \_\_\_\_\_, hereinafter referred to as (village, city, township, county applicant).

WITNESSETH:

WHEREAS, the (village, city, township, county applicant) of \_\_\_\_\_, Ohio desires to enforce the Residential Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of residential buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the (village, city, township, county applicant) of \_\_\_\_\_, Ohio seeks to obtain the authority for enforcement of the provisions of the Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the (village, city, township, county) \_\_\_\_\_ Residential Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the (certified village, city, township, county) \_\_\_\_\_ Residential Building Department to exercise enforcement authority in accordance with the Residential Code of Ohio, effective \_\_\_\_\_, as set forth in said Board's certification rule; and

WHEREAS, the (certified village, city, township, county) \_\_\_\_\_ desires and is willing to administer and enforce the Residential Code of Ohio within the limits of said (village, city, township, county applicant) \_\_\_\_\_ pursuant to its authority so to do contained in Chapter 3781 of the Revised Code of Ohio and as granted by the Ohio Board of Building Standards; and

WHEREAS, the (village, city, township, county applicant) of \_\_\_\_\_ has heretofore passed its Ordinance No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, authorizing the (village, city, township, county applicant) \_\_\_\_\_, through its (Mayor, or other) \_\_\_\_\_ and its (clerk) \_\_\_\_\_ to enter into an agreement with (certified city, county) \_\_\_\_\_, for the enforcement of the Residential Code of Ohio within the limits of said (village, city, township, county applicant) \_\_\_\_\_; and

WHEREAS, the (certified village, city, township, county) \_\_\_\_\_ has on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, adopted its resolution authorizing the (certified village, city, township, county) \_\_\_\_\_ to enter into said agreement with the (village, city, county applicant) \_\_\_\_\_, for the purposes aforesaid;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The (village, city, township, county applicant) \_\_\_\_\_ hereby grants to the (certified village, city, township, county) \_\_\_\_\_ authority to do all things necessary to exercise enforcement authority and to accept and approve plans and specifications and make inspections necessary with the (village, city, county applicant) \_\_\_\_\_ in accordance with the provisions of the Residential Code of Ohio pursuant to Ohio Administrative Code 4101:8 - Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, and shall apply and be enforced within the (village, city, county applicant) of \_\_\_\_\_, Ohio.

2. The (certified village, city, township, county) \_\_\_\_\_ accepts the authority and responsibility to carry out the terms of this agreement.



3. The (certified village, city, township, county) \_\_\_\_\_ shall have full authority to do all things necessary to administer and enforce the Residential Code of Ohio within the limits of (village, city, township, county applicant) \_\_\_\_\_ and in consideration therefore, the (certified village, city, township, county) \_\_\_\_\_ shall retain all permit and inspection fees authorized by the State of Ohio for such purposes.

4. The effective date for which the (certified village, city, township, county) \_\_\_\_\_ shall begin to perform its duties under the terms of this agreement shall be the date of certification by the Ohio Board of Building Standards, and this agreement shall thereafter continue in full force and effect until either of the parties shall give written notice to the other and the Board of Building Standards of its intention to terminate the agreement, which may be for any reason, except that this agreement shall not terminate until the effective date of repeal of the rule of conditional certification by the Board of Building Standards.

5. The (village, city, township, county applicant) \_\_\_\_\_ hereby agrees to hold the (certified village, city, township, county) \_\_\_\_\_ harmless from all claims or causes of action of every kind and nature arising from the acts of the (certified village, city, township, county) \_\_\_\_\_, its agents, or employees, or representatives in the administration and enforcement of the Residential Code of Ohio within the limits of said (village, city, township, county applicant) \_\_\_\_\_.

6. This agreement shall be deemed to authorize the (certified village, city, township, county) \_\_\_\_\_ to administer and enforce for the (village, city, township, county applicant) \_\_\_\_\_ any amendments or additions to the Residential Code of Ohio hereafter adopted by the Board of Building Standards pursuant to the authority granted by said Board by Chapter 3781 of the Revised Code of Ohio at all times after said Board shall have adopted such amendments or additions.

IN WITNESS WHEREOF, we have hereunto set our hands to this agreement this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED IN THE PRESENCE OF: (VILLAGE, CITY, TOWNSHIP, COUNTY APPLICANT)

\_\_\_\_\_

\_\_\_\_\_  
(Mayor, County Commissioners)

\_\_\_\_\_

\_\_\_\_\_  
(Clerk)

SIGNED IN THE PRESENCE OF: (CERTIFIED VILLAGE, CITY, TOWNSHIP, COUNTY)

\_\_\_\_\_

\_\_\_\_\_  
(Mayor, County Commissioners)

\_\_\_\_\_

\_\_\_\_\_  
(Clerk)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
(Legal Counsel – village, city, township, county applicant)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
(Legal Counsel – certified village, city, township, county)

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 95 - 2006

BY: HEALTH, WELFARE & BLDG REGULATIONS COMMITTEE

TITLE: AN ORDINANCE to approve enforcement of the Residential Building Code of Ohio for One, Two and Three Family Dwellings, and declaring an emergency.  
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

WHEREAS, the Municipality chooses to regulate the construction, repair, alteration and maintenance of residential dwellings within the Municipality;

WHEREAS, the Ohio Constitution requires that the exercise of police powers by Ohio municipalities be in compliance with State law; and

WHEREAS, the Ohio Board of building standards has adopted a uniform residential building code for municipalities choosing to enforce a residential building code within their jurisdictions;

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

Section 1:

That Chapter 1305 is hereby enacted and shall read as follows:

CHAPTER 1305  
Residential Building Code of Ohio for  
One, Two, and Three Family Dwellings

1305.01 APPLICATION AND ENFORCEMENT.

In order to regulate the erection, construction, repair, alteration and maintenance of residential dwellings, the Residential Code of Ohio for One, Two, and Three Family Dwellings as adopted by the Ohio Board of Building Standards pursuant to Ohio R.C. 3781.10, shall apply and be enforced within the Municipality.

Section 2:

That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 the law.

Section 3:

That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, welfare and safety and for the further reason that there exists an imperative necessity for the earliest adoption of the State residential building code, so as to facilitate administration, daily operation and avoid practical and legal entanglements, including conflict with State law; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

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

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED \_\_\_\_\_

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed 7/3*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 96 - 2006

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE amending Chapter 165 of the Codified Ordinances of the City of Massillon, Ohio, by amending Section 165.01 to delete the requirement that employees of the City reside within the municipal court district.

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

Section 1:

The existing Section 165.01, "Residency Required", of the Codified Ordinances of the City of Massillon is hereby repealed and deleted.

Section 2:

This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2006

ATTEST: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

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

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 97 - 2006

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Pubic Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for a 1.43 acre parcel owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for a 1.43 acre parcel owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for a 1.43 acre parcel owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed due to time is of the essence to get this drilled. 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.

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 98 - 2006

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for an 8.84 acre parcel owned by the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for an 8.84 acre parcel owned by the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a Non-Surface Development Gas & Oil Lease with Great Lakes Energy Partners, LLC for an 8.84 acre parcel owned by the City of Massillon. A copy of the Non-Surface Development Oil & Gas Lease and map is attached hereto as Exhibit "A".

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that this oil and gas lease is signed due to time is of the essence to get this drilled. 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.

*\* 2<sup>nd</sup> page is the signature page*

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 99 - 2006

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an assignment of easement agreement with Wheeling & Lake Erie Railway Company and Power Resources Operating Company, Inc., for property located on the former rail line previously purchased by the City, 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 an assignment of easement agreement with Wheeling & Lake Erie Railway Company and Power Resources Operating Company, Inc., for property located on the former rail line previously purchased by the City.

(SEE ATTACHED EXHIBIT "A" HERETO)

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into an assignment of easement agreement with Wheeling & Lake Erie Railway Company and Power Resources Operating Company, Inc., for property located on the former rail line previously purchased by the City.

Section 3:

That this Ordinance is hereby declared to be an emergency measure for the reason that this assignment of easement agreement is needed to enable Power Resources to transfer the pipeline and permit future use of the same by Massillon Businesses. 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 \_\_\_\_\_ 2006

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL

\_\_\_\_\_  
GLENN E. GAMBER, PRESIDENT

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

*this on MARY Beth - put  
committed agenda. I  
will tell  
you more on  
Friday -  
PGs*

**ASSIGNMENT OF EASEMENT AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS THAT, **WHEELING & LAKE ERIE RAILWAY COMPANY**, a Delaware corporation, hereinafter referred to as "Assignor," for good and valuable consideration from **CITY OF MASSILLON, OHIO**, hereinafter referred to as "Assignee," does hereby grant, bargain, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all right, title, and interest of Assignor in and to the contractual rights of Assignor in the Easement Agreement for Wire, Pipe and Cable Transverse Crossing and Longitudinal Occupations dated May 1, 1995, ("Easement") attached hereto as **Exhibit A. POWER RESOURCES OPERATING COMPANY, INC.**, an Ohio corporation duly organized and existing under and by virtue of the laws of the State of Ohio, 4051 Whipple Avenue NW, Canton, Ohio 44718, is the "Licensee." The Assignee purchased from the Assignor said real estate on June 21, 1999, however, the attached Easement was not recorded at said time although truly valid and in effect with said 4" steel "Pipeline" located in the ground as set forth on **Exhibit B** attached hereto at the time of the purchase by the City of Massillon.

The Assignor hereby assigns all of its right, title and interest in and to the Easement to the Assignee and the Licensee continues to operate, alter, maintain, use, repair, remove and replace the above-described Pipeline pursuant and subject to the terms and conditions of the instrument described in **Exhibit A** attached hereto.

The Assignee acknowledges Licensee's right, title and interest in and to all personal property used or useful in the operation of the Pipeline, including but not limited to all pipe, equipment, drips, valves, meters, meter stations, pig launchers and such other personal property, fixtures, improvements, and appurtenances used or useful in any manner or related to or with the operation of the Pipeline. This Assignment is effective as of the earliest date allowed by operation of law, but no later than the execution date of this Assignment.

This Assignment is made without any warranty whatsoever, either express or implied by the Assignor except that the Assignor does warrant that it has not assigned to any other person or entity said right, title and interest in the Easement. The parties do hereby accept, ratify, and acknowledge all of the covenants, terms, and conditions as set forth in the Easement. This Assignment shall be binding upon and inure to and for the benefit of the parties hereto and their respective successors and assigns.

**ASSIGNOR:**

**WHEELING & LAKE ERIE RAILWAY  
COMPANY**

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

Its: \_\_\_\_\_

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_: ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by \_\_\_\_\_ of Wheeling & Lake Erie Railway Company, who personally appeared before me and after being duly sworn, did acknowledge said instrument to be its own voluntary act and deed..

\_\_\_\_\_  
Notary Public

**ASSIGNEE:**

**CITY OF MASSILLON, OHIO**

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

Its: \_\_\_\_\_

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

STATE OF OHIO, COUNTY OF STARK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2006, the above-named representative of the City of Massillon, Ohio, personally appeared before me and after being duly sworn, did acknowledge said instrument to be their own voluntary act and deed..

\_\_\_\_\_  
Notary Public

**LICENSEE:**

**POWER RESOURCES OPERATING  
COMPANY, INC.**

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

Its: \_\_\_\_\_

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

STATE OF OHIO, COUNTY OF STARK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2006, the above-named representative of Power Resources Operating Company, Inc., personally appeared before me and after being duly sworn, did acknowledge said instrument to be its own voluntary act and deed.

\_\_\_\_\_  
Notary Public

## Perry Stergios

---

**From:** Power Resources Operating Company, Inc. [info@powerresources.com]  
**Sent:** Tuesday, May 09, 2006 9:31 AM  
**To:** pstergios@massillonOhio.com  
**Subject:** Fw: Agreement

Perry,

These documents were drafted by Bill Williams for our issue with the pipeline R.O.W.  
Please call me when you have reviewed.

Thanks.

Jim

----- Original Message -----

**From:** Williams, Bill G.  
**To:** info@powerresources.com  
**Sent:** Friday, May 05, 2006 3:03 PM  
**Subject:** FW: Agreement

Please print out and give to Jim the two revised documents below.

**William G. Williams**

*Attorney at Law*

Krugliak, Wilkins, Griffiths & Dougherty Co. L.P.A.  
4775 Munson St. NW, P.O. Box 36963  
Canton, Ohio 44735-6963  
Direct Dial: 330-244-2878  
Main Phone: 330-497-0700, ext 173  
Fax: 330-497-4020  
email: [bwilliams@kwgd.com](mailto:bwilliams@kwgd.com)  
website: [www.kwgd.com](http://www.kwgd.com)  
THE FUTURE OF LAW

### **NOTICE:**

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. federal tax advice contained in this communication (including any e-mail attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code, or promoting, marketing or recommending to another party any transaction or matter addressed herein.

Additionally, the information contained in this transmission is confidential and/or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited. If you have received this electronic mail transmission in error, please delete it from your system without copying or forwarding it and notify us by telephone (330-497-0700) or by return electronic mail immediately ([legal@kwgd.com](mailto:legal@kwgd.com)).

6/7/2006

-----Original Message-----

**From:** Taylor, Elaine  
**Sent:** Friday, May 05, 2006 2:54 PM  
**To:** Williams, Bill G.  
**Subject:** Agreement

<<Assign of Easement Ag.doc>> <<Easement.doc>>

Elaine Taylor  
Word Processing  
Krugliak, Wilkins, Griffiths  
& Dougherty Co., L.P.A.  
4775 Munson St. NW  
PO Box 36963  
Canton OH 44735-6963  
Phone: 330-497-0700  
Ext. 158

**NOTICE:**

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. federal tax advice contained in this communication (including any e-mail attachments) is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code, or promoting, marketing or recommending to another party any transaction or matter addressed herein.

Additionally, the information contained in this transmission is confidential and/or legally privileged. It is intended only for the use of the individual or entity named above. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this information is strictly prohibited. If you have received this electronic mail transmission in error, please delete it from your system without copying or forwarding it and notify us by telephone (330-497-0700) or by return electronic mail immediately (legal@kwgd.com).

6/7/2006

DATE: JUNE 19, 2006 CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 100- 2006

BY: STREET, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an agreement with the Stark County Commissioners for the Tremont Avenue Bridge 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 finds that it is necessary to enter into an agreement with the Stark County Commissioners for the Tremont Avenue Bridge Project.

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 with the Stark County Commissioners for the Tremont Avenue Bridge Project. The estimated cost for this project is Three Million Four Hundred Thousand Dollars (\$3,400,000.00) See attached agreement.

(SEE ATTACHED EXHIBIT "A")

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 enter into the agreement with the Stark County Commissioners so the Tremont Avenue Bridge Project will be completed. 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.

\* 2<sup>nd</sup> page is the signature page.



## AGREEMENT

### BRIDGE NO. PE-7-23, TREMONT AVENUE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the Board of Stark County Commissioners, hereinafter referred to as the *COUNTY*, duly authorized by a resolution adopted on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_; and the City of Massillon; hereinafter referred to as the *CITY*, duly authorized by ordinance adopted on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*WHEREAS*, there is currently located on Tremont Avenue in the City of Massillon, Ohio, and Stark County, Ohio, a bridge crossing over the Tuscarawas River, and State Route 21; and

*WHEREAS*, the *COUNTY* and the *CITY* wish to replace the existing bridge at this location and provide for future maintenance responsibility; and

*WHEREAS*, the project currently lies within the *CITY* and within the *COUNTY*, and the *COUNTY* and the *CITY* may each have certain responsibilities towards the project which will need to be agreed upon; and

*WHEREAS*, the parties wish to resolve their respective liabilities or obligations with respect to the design and construction of this project at said location; and

*WHEREAS*, it is in the best interests of the *COUNTY* and the *CITY* to cooperate in the rehabilitation of the *TREMONT AVENUE BRIDGE*; and

*WHEREAS*, under ORC 307.15, 5571.02 and 5591.02, the *CITY* has the authority to enter into an Agreement with the *COUNTY* to pay its portion of the above described improvement.

*NOW, THEREFORE*, in consideration of the covenants and agreement contained herein, it is mutually agreed by and between the parties as follows:

1. That the *COUNTY* will advertise for and hire a Consultant to prepare design plans for the replacement of the *TREMONT AVENUE BRIDGE*, and share equally any necessary Consultant fees not covered by grants.
2. The *COUNTY* will make application for any additional funding needed for Design, Construction, or Construction Inspection. The *CITY* shall be a joint sponsor for any application.
3. The *COUNTY* will advertise the project for Construction and enter into a Construction Contract with the selected Contractor. The *COUNTY* will also advertise the project for Construction Inspection Services and enter into a Contract with the selected Engineer.
4. The *COUNTY* and the *CITY* will share equally the cost of any funds necessary for Construction and Construction Inspection services not covered by grants.
5. Upon completion of the project, and pending further investigation into legal obligations of the *CITY, COUNTY*, and the Ohio Department of Transportation (ODOT) towards the *TREMONT AVENUE BRIDGE*, the *CITY* will assume all future Routine Maintenance responsibility for the bridge, while the *CITY* and the *COUNTY* will share equally the cost of any Capital Improvements the bridge may require in the future. Examples of Routine Maintenance include, but are not limited to:

Clearing or sweeping debris from the deck; snow and ice removal; pavement patching and repairs to bridge wearing surface (<2" depth); keeping bridge drainage system operable; pavement markings; concrete patching of substructure units; and minor and emergency repairs to bridge sidewalks and parapets. Examples of Capital Improvements include, but are not limited to:

Replacement of entire structure; replacement of superstructure and/or concrete deck; and painting of superstructure.

6. This Agreement causes any prior Agreement between the **CITY** and **COUNTY** regarding the **TREMONT AVENUE BRIDGE** to be null and void.
7. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

*IN WITNESS WHEREOF*, we have hereunto set our hands to this instrument  
this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**WITNESSES:**

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

**THE CITY OF MASSILLON**

\_\_\_\_\_  
Michael Loudiana  
Safety/Service Director

**WITNESSES:**

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

**THE BOARD OF COMMISSIONERS  
STARK COUNTY, OHIO**

\_\_\_\_\_  
Jane Vignos

\_\_\_\_\_  
Gayle A. Jackson

\_\_\_\_\_  
Richard S. Regula

Approved as to legal  
Form and sufficiency:

City of Massillon

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

Approved as to legal  
form and sufficiency:

By: \_\_\_\_\_  
Assistant Prosecuting Attorney  
Stark County, Ohio

Approved by the City of Massillon Board of Control  
On the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

By: \_\_\_\_\_  
Secretary of the Board of Control

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 101 - 2009

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Parks & Recreation Capital Improvement Fund, Parks & Recreation Operating Fund, Capital Improvement Fund and the Federal Grant Fund, for the year ending December 31, 2006, 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 Parks & Recreation Capital Improvement Fund, for the year ending December 31, 2006, the following:

\$100,000.00 to an account entitled "Nature Preserve" 1433.505.2513

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Parks & Recreation Operating Fund, for the year ending December 31, 2006, the following:

\$100,000.00 to an account entitled "Capital Purchases" 1234.505.2510

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2005, the following:

\$45,000.00 to an account entitled "Engineer Dept Scanner, Printer, Computers" 1401.405.2531

\$1,270.00 to an account entitled "Law Director Printer" 1100.115.2410

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Federal Grant Fund, for the year ending December 31, 2006, the following:

\$13,000.00 to an account entitled "Grant No. 2006-DJ-BX-0758" 1218.305.2520

Section 5:

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

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006

ATTEST: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

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

DATE: JUNE 19, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 102 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept a grant from the Community Health Foundation 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 accept a grant from the Community Health Foundation in the amount of Two Thousand Seven Hundred Thirty-Five Dollars (\$2,735.00) for the purchase of a rescue boat 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 accept a grant from the Community Health Foundation for the purchase of a rescue boat 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 the purchase of the rescue boat 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.

*\* 2<sup>nd</sup> page is the signature page.*





# Community Health Foundation

Serving Greater  
Western Stark County

June 2, 2006


Captain Jerry Layne  
Massillon Fire Department  
233 Erie Street South  
Massillon OH 44646

Dear Captain Layne:

Enclosed please find a signed copy of the grant agreement between the Community Health Foundation and the Massillon Fire Department. Also enclosed is your check in the amount of \$2,735.00 which represents one half the cost of purchasing your rescue and recovery boat.

Please remember that after your purchase the boat to put a copy of the invoice paid in the mail to the foundation. Congratulations on your grant and let's hope you don't need to use it often.

Sincerely,



Judith Miller  
Executive Assistant & Program Officer  
Community Health Foundation

Enclosures