

AGENDA

DATE: MONDAY, AUGUST 20, 2007
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M. -

THERE ARE NO PUBLIC HEARINGS TONIGHT

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

ORDINANCE NO. 91 - 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

Pass 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Target Neighborhood Street Program Improvement in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 92 - 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

1st Reading
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a purchase agreement for the sale of the Genshaft Park land owned by the City and not needed for any municipal purpose in the City of Massillon, Stark County, Ohio, to Visconsi Land Company, Ltd, said purchase agreement to ultimately be assigned the Massillon Community Improvement Corporation (CIC), and declaring an emergency.

ORDINANCE NO. 93 - 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

*2006
9th St
Limits*
Pass 9-0
AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Street Resurfacing Project in the City of Massillon, and declaring an emergency.

ORDINANCE NO. 94 - 2007

BY: FINANCE COMMITTEE

Pass 9-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1401 Income Tax Capital Improvement Fund, 1201 Street Construction Fund, Wastewater Treatment Fund, Law Enforcement Trust Fund and the Summer Concert Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 95 – 2007

BY: FINANCE COMMITTEE

PASS 9-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1201 Street Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 96 – 2007

BY: FINANCE COMMITTEE

PASS 9-0
AN ORDINANCE making a transfer in the 2007 appropriation of the 1201 Street Fund, for the year ending December 31, 2007, and declaring an emergency.

ORDINANCE NO. 97 – 2007

BY: FINANCE COMMITTEE

PASS 9-0
AN ORDINANCE making certain appropriations from the unappropriated balance of the 1409 Municipal Road Fund and the 1201 Street Fund, for the year ending December 31, 2007, and declaring an emergency.

RESOLUTION NO. 7 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

ST READING
A RESOLUTION adopting the decision of the Tax Incentive Review Committee made on August 8, 2007 wherein they recommended that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued, and declaring an emergency.

RESOLUTION NO. 8 – 2007

BY: FINANCE COMMITTEE

PASS 9-0
A RESOLUTION providing for the submitting to the electors of the City of Massillon at a General Election on November 6, 2007, the question of the approval of the issue of a replacement of a one (1) mill operating levy to provide funding for the Massillon Museum which is operated by the Massillon Museum Inc., a non-profit corporation, and declaring an emergency.

7. UNFINISHED BUSINESS

8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM JOHN J MACEYAK DBA WEST PARK TAVERN 1017 6TH ST SW 1ST FL & BSMT MASSILLON OHIO 44646 TO RUSSELL G SNYDER DBA WEST PARK TAVERN 1017 6TH ST SW 1ST FL & BSMT MASSILLON OHIO 44646

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE TO DAV CHAPTER0038 DBA DAV CHAPTER 0038 821 ERIE ST S MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS

10. REPORTS FROM CITY OFFICIALS

- A). POLICE CHIEF SUBMITS MONTHLY REPORT FOR JULY 2007
- B). TREASURER SUBMITS MONTHLY REPORT FOR JULY 2007
- C). FIRE CHIEF SUBMITS MONTHLY REPORT FOR JULY 2007.
- D). INCOME TAX DEPARTMENT SUBMITS MONTHLY REPORT FOR JULY 2007
- E). WASTE DEPARTMENT SUBMITS MONTHLY REPORT FOR JULY 2007
- F). MAYOR TO ADDRESS COUNCIL ON THE LEGENDS GOLF COURSE DEVELOPMENTS

11. REPORTS OF COMMITTEES

12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS

13. CALL OF THE CALENDAR - TABLED FROM AUGUST 6, 2007

MOVED 1ST ITEM OF BUSINESS

ORDINANCE NO. 69 - 2007

BY: HEALTH, WELFARE & BLDG REGULATIONS

AMENDS 6-3 SUSPEND RULES 6-3 BACK TO FIRST READING

AN ORDINANCE amending CHAPTER 351 "PARKING GENERALLY" of the Codified Ordinances of the City of Massillon, and enacting a new SubSection 351.21 "FRONT YARD PARKING" and 351.22 "OFF-STREET PARKING IN RESIDENTIAL DISTRICTS OR ANY PARCEL USED FOR DWELLING PURPOSES" of CHAPTER 351 "PARKING GENERALLY", and declaring an emergency.

14. THIRD READING ORDINANCES AND RESOLUTIONS

15. SECOND READING ORDINANCES AND RESOLUTIONS

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 91 - 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Target Neighborhood Street Program Improvements in 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 advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of control, with the lowest and best bidder for the 2007 Target Neighborhood Street Program in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for the 2007 Target Neighborhood Street Program in the City of Massillon.

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 bids be received so that work may be completed on the 2007 Target Neighborhood Street Program. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

STREET RESURFACING/REPAIR PROGRAMS FOR 2007

WARD	STREET NAME	FROM	TO	BEGINNING ON	COMPLETED BY
2007 STREET RESURFACING PROGRAM					
1	Stratford Ave NE	NE Amherst Rd NE	Windsor NE	September 24, 2007	November 16, 2007
1	Stratford Ave NE	NE Windsor NE	11th St NE	September 24, 2007	November 16, 2007
2	Wray Ave NE	NE Oak Manor	Shaw Ave NE	September 24, 2007	November 16, 2007
3	Harcrest Ave SE	SE Southway St	end	September 24, 2007	November 16, 2007
3	Marlyn Pkwy NE	NE 16th St NE	end	September 24, 2007	November 16, 2007
4	Erie St South	SE Oberlin Rd SE	west of Nave Rd	September 24, 2007	November 16, 2007
4	Walnut Rd SW	SW Erie St S	SR 21	September 24, 2007	November 16, 2007
5	15th St SW	SW Overlook SW	Lawn Ave SW	September 24, 2007	November 16, 2007
5	Niles SW	SW Walnut SW	South End	September 24, 2007	November 16, 2007
6	29th St NW	NW Raynell	Middle School	September 24, 2007	November 16, 2007
6	Raynell Av NW	NW 29th St	Harmony	September 24, 2007	November 16, 2007
<u>Various Spot Repairs</u>					
2	Wray Ave NE	NE Oakmanor NE	Shaw Ave NE	September 24, 2007	November 16, 2007

WARD	STREET NAME	FROM	TO	BEGINNING ON	COMPLETED BY
2007 TARGET AREA NEIGHBORHOOD STREET RESURFACING					
1	Thorne Ave NE	NE 3rd St NE	4th St NE	September 24, 2007	November 16, 2007
3	16th St SE	NE Lincoln Way	end	September 24, 2007	November 16, 2007
1	Cherry Road NE	NE SR 21	5th St NE	September 24, 2007	November 16, 2007
2007 RECYCLED ASPHALT PROGRAM					
5	6th St SW	SW Walnut SW	Webb	September 24, 2007	November 16, 2007
5	6th St SW	SW Webb	SR 241	September 24, 2007	November 16, 2007
5	17th St SW	SW Tremont Ave	SR 241	September 24, 2007	November 16, 2007
5	17th St SW	SW SR 241	Pigeon Run	September 24, 2007	November 16, 2007

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st Reading
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 92 - 2007

passed 9/4

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a purchase agreement for the sale of the Genshaft Park land owned by the City and not needed for any municipal purpose in the City of Massillon, Stark County, Ohio, to Visconsi Land Company, Ltd, said purchase agreement to ultimately be assigned the Massillon Community Improvement Corporation (CIC), 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 sold 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 benefited by the sale of such real property, it may enter into negotiations with the Community Improvement Corporation (CIC) as designated by the municipal corporation and sell 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 sale 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 purchase agreement with Visconsi Land Company, Ltd, the same to be ultimately assigned to the (CIC) pursuant to Section 1724.10 of the Ohio Revised Code concerning the sale of property and are hereby further authorized and directed to enter into said purchase agreement with Visconsi Land Company, Ltd, and ultimately the 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 16.99 acre parcel Out Lot 542 , said land being commonly known as Genshaft Park.

Section 2:

That the Mayor and Director of Public Service and Safety are hereby authorized and directed to sell said described lands to Visconsi Land Company, Ltd, through the 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 purchase agreement and a copy of the proposed purchase agreement is attached hereto as Exhibit "A".

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 benefited by the sale 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 sale 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 _____ 2007

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

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

Real Estate Purchase Agreement

This Real Estate Purchase Agreement (the "Agreement") is made and entered into by and between The City of Massillon, an Ohio municipal corporation (the "Seller"), and Visconsi Land Co., Ltd., an Ohio limited liability company, (the "Buyer"), which parties hereby agree as follows:

Section 1: Definitions and Agreement to Buy and Sell

1.1 Definitions. The following definitions apply to this Agreement:

1.1.1 Property. The subject property consists of a parcel of land, designated with red crosshatching on the drawing attached hereto as *Exhibit A*, containing approximately 16.98 acres of land, bounded by Ohio Route 21 on the Southwest, Erie Street S on the North, and Nave Road SE on the East in the City of Massillon, County of Stark, State of Ohio, and commonly known as *Genshaft Memorial Park*, including all of the interest, right, and title of Seller, if any, in and to: (i) any strips or gores adjoining or adjacent thereto and in and to the land lying in the bed of any avenue, road, or street, open or proposed, in front of or adjoining such parcel to the center line thereof as more fully described on *Exhibit B* attached; (ii) all buildings, structures, and other improvements located thereon; (iii) all appurtenant easements and rights of way; and (iv) all approvals, authorizations, consents, licenses, permits, privileges, rights, variances, and waivers relating thereto from any federal, state, county, municipal, or other governmental or quasi-governmental agency, board, bureau, commission, department, or other entity or instrumentality having jurisdiction thereover, if any, including, but not by way of limitation, those with respect to building, effluent control, environmental protection, fire, foundation, pollution control, use, utilities, and zoning heretofore held by or granted to Seller (collectively, the "Property").

1.1.2 Effective Date. This Agreement will be effective as of the date on which the last of the parties to sign and date this Agreement delivers 2 fully-executed, dated copies to the other party to this Agreement (the "Effective Date"), which Effective Date the parties agree to acknowledge in writing.

1.1.3 Title Company. U.S. Title Agency, Inc., 400 Park Plaza, 1111 Chester Ave., Cleveland, OH 44114-3516 (tel: 216-621-1424 fax: 216-621-8511), is hereby designated as the company to issue title insurance with respect to the Property in connection with this transaction (the "Title Company").

1.1.4 Escrow Agent. U.S. Title Agency, Inc., 400 Park Plaza, 1111 Chester Ave., Cleveland, OH 44114-3516 (tel: 216-621-1424 fax: 216-621-8511 attn:

Michael A. Gerome) will act as the escrow agent for closing this transaction (the "Escrow Agent").

1.1.5 Purchase Price. The purchase price for the Property is \$3,397,440 (the "Purchase Price"), payable in immediately available funds, subject to Seller's closing costs.

1.1.6 Deposit. Buyer shall deposit the sum of \$5,000 (the "Deposit") directly with the Escrow Agent within 3 business days after the Effective Date. The Deposit will be held by the Escrow Agent in an interest-bearing account and will be: (i) credited against the Purchase Price on the Closing Date; (ii) retained by Seller if Buyer defaults hereon; or (iii) returned to Buyer if Seller defaults hereon or as otherwise provided in this Agreement.

1.1.7 Closing Date. This transaction will be consummated no later than 30 days after the expiration of the Examination Period defined in Section 2.1 below (the "Closing Date").

1.1.8 Broker. Seller and Buyer each represent to the other that no party has acted as a real estate broker in connection with this transaction, and each agrees to indemnify the other against any claim for a real estate commission made by any party claiming to act for and on behalf of Seller or Buyer, as the case may be.

1.1.9 Conveyances. Title to that part of the Property which is realty will be conveyed by general warranty deed, in form and substance acceptable to Buyer, conveying to Buyer, or its nominee, good and sufficient marketable fee simple title to the Property, warranting the same to be free and clear of all defects, liens, and encumbrances whatsoever, except as otherwise permitted in this Agreement (the "Deed"). Title to any part of the Property to be conveyed to Buyer pursuant to the terms and conditions of this Agreement and not conveyed by the Deed, if any, will be conveyed by such instruments of assignment or transfer as are customary and reasonable for the transfer of title and ownership in similar transactions and in similar circumstances, all to be in form and substance reasonably acceptable to Buyer, conveying to Buyer or its nominee, good and sufficient marketable title, free and clear of all defects, liens, leasehold interests, licenses and encumbrances whatsoever, except as otherwise permitted in this Agreement.

1.1.10 Approvals. As soon after the Effective Date as is reasonably possible, Seller will use its best efforts to obtain the written approval of the sale of the Property pursuant to this Agreement from all of the following: (a) the Massillon City Council; (b) the Ohio Department of Natural Resources; and (c) the United States Department of the Interior (collectively the "Approvals"). As and when

"

Seller receives each of the Approvals, Seller will promptly deliver a copy thereof to Buyer (the "Approval Date" being the date on which the last of the Approvals is delivered to Buyer). The obligations of the parties hereunder are specifically conditioned upon obtaining all Approvals within 90 days after the Effective Date. If Seller is unable to obtain all Approvals on or before that date, or Buyer is notified in writing that one of the approving parties has specifically indicated in writing that it will not approve of the sale, Buyer will promptly elect to either terminate this transaction or grant Seller an additional period of time in which to obtain all Approvals by delivering written notice of such election to Seller. If Buyer elects to terminate, the Deposit, including any interest earned thereon, will be immediately returned to Buyer, all documents will be returned to the party who deposited same, and thereupon all parties hereto will be fully released and discharged, each to the other, from any and all liability or obligation hereunder arising.

1.2 Agreement to Buy and Sell. Subject to the terms and conditions hereinafter set forth, Buyer hereby agrees to purchase the Property from Seller in exchange for the payment of the Purchase Price, and Seller hereby agrees to accept the Purchase Price as payment in full for the sale of the Property to Buyer and to convey title by delivery of the Deed and any other appropriate conveyances to Buyer or Buyer's nominee.

Section 2: Examinations

2.1 Examination Period. The phrase "Examination Period" means a reference to the period of time beginning on the Approval Date and continuing thereafter for a period of 180 days after the Approval Date, including all extensions thereof. Buyer has the right to extend the Examination Period for 2 additional 120-day periods by delivering written notice of such election to Seller any time prior to the expiration of the then-current Examination Period together with Buyer depositing directly with the Escrow Agent an extension fee in the amount of: (i) \$5,000 for the first 120-day extension; and (ii) \$10,000 for the second 120-day extension. All Examination Period extension fees will be applied to the payment of the Purchase Price but will not be refundable except as otherwise provided herein. The Examination Period is intended by the parties to afford Buyer with adequate opportunity to investigate all physical and legal conditions and matters relating to the Property. Accordingly, Seller hereby authorizes Buyer, its agents, employees, contractors and representatives to conduct any and all examinations of the Property Buyer deems necessary and appropriate to evaluate its condition, including without limitation, examinations relating to its physical condition, zoning, and the status of title. Seller agrees to deliver to Buyer, as soon as reasonably possible after the Effective Date, any materials which are in Seller's possession or control which may provide Buyer with information relating to the physical or legal condition of the Property. On or before the expiration of the Examination Period, including all extensions thereof, Buyer will deliver to Seller written notice as to whether or not Buyer

will continue with the transaction herein contemplated. Unless Seller receives Buyer's written election to proceed on or before the expiration of the Examination Period as aforesaid, Buyer will be deemed to have elected to terminate this Agreement. If Buyer elects to continue, the parties will proceed with all due diligence to consummate the transaction according to the terms and conditions of this Agreement. If Buyer elects in writing to so terminate (or is deemed to have terminated) this Agreement, all documents delivered by Seller to Buyer will be returned to Seller, the Deposit and all accrued interest will be immediately returned to Buyer, and thereupon all parties hereto will be fully released and discharged from any and all liability or obligation hereunder.

2.2 Inspections. The word "Inspections" is a reference to Buyer's investigations and examinations of the physical condition of the Property, including by way of example, examinations relating to the topography and subsurface soil conditions and so-called "environmental audits" for detecting the presence of environmental hazards or dangerous substances, materials, etc., or the presence of any matters relating to the environmental condition of the Property. Buyer and its representatives will have the right to enter the Property during the Examination Period, including all extensions thereof, for the purpose of preparing or conducting such Inspections as Buyer deems necessary. In the event that a Phase II environmental investigation is recommended, the Examination Period will be extended for an additional 60 days to allow for completion of such investigation. All Inspections will be at Buyer's sole cost and expense. Buyer agrees that it will not unreasonably disturb any business activities in the course of the Inspections. Seller agrees to cooperate fully with Buyer and its representatives in making the Inspections and allow them to do any and all acts reasonably necessary or incidental thereto. Additionally, Seller agrees to either deliver or make available to Buyer, within 5 days after the Effective Date, copies of all documents, examinations, reports, studies, surveys and other information relating to the physical condition of the Property which are in Seller's possession or control. Except for acts, omissions or negligence of Seller or pre-existing conditions at the Property, Buyer will indemnify, defend and hold Seller harmless from any and all costs, damages, claims, and/or causes of action resulting from the Inspections.

2.3 Survey. Buyer has the right to obtain a boundary line survey, an ALTA survey or a topographical map of the Property in form and substance satisfactory to Buyer, prepared by a registered surveyor licensed to practice in the state in which the Property is located (the "Survey"). If a metes and bounds legal description of the Property is prepared in connection with the Survey, it will be used in any conveyances and title evidence prepared in conjunction with this Agreement. Seller will take such remedial action as may be necessary to remove any Survey defects discovered by the surveyor or Buyer and communicated to Seller.

2.4 Title Examination, Evidence and Exceptions. Buyer will obtain an examination of title to the Property and a commitment to issue an ALTA Owner's Policy of Title

Insurance (the "Title Policy") in the amount of the Purchase Price, prepared by the Title Company, in form and substance reasonably satisfactory to Buyer, and including a special tax search for any future assessments or installments thereof and a so-called "UCC Search" (the "Title Commitment," including any amendments, endorsements or updates thereto). Buyer will instruct the Title Company to deliver a copy of the Title Commitment to Seller contemporaneously with delivery thereof to Buyer. Buyer hereby agrees to accept title to the Property free and clear of all defects, liens, encumbrances, tenancies and other matters whatsoever (collectively, the "Title Defects"), except: (i) zoning ordinances, if any; (ii) real estate taxes and assessments currently a lien but not yet due and payable applicable to the year in which the Closing Date occurs and years thereafter; and (iii) any other exceptions to title specifically permitted in writing by Buyer or to which Buyer does not object as hereinafter set forth (collectively, the "Permitted Exceptions").

2.5 Title Defects. If, on or before the Closing Date, the Property is subject to any Title Defect, other than the Permitted Exceptions, Seller will have a period of 30 days after written notice thereof from Buyer to cure or remove such Title Defect, and the Closing Date will be extended for such purpose; provided, however, that should such Title Defect be curable by the payment of an ascertainable amount of money, then and in such event, the Escrow Agent is hereby directed to deduct from the proceeds otherwise due Seller and pay to the appropriate party funds sufficient to satisfy any such Title Defect. Should such Title Defect not be cured or removed within the aforesaid time period, Buyer will promptly elect, in writing, as follows:

2.5.1 Proceed. Buyer may elect to proceed with the transaction and accept title to the Property subject to such Title Defect. In such event, the obligations of the parties hereunder will not be affected by reason of such Title Defect, and the same will, if appropriate, be excepted from Seller's warranties of title in the Deed and under this Agreement, and this transaction will be consummated without abatement or reduction of the Purchase Price.

2.5.2 Terminate. Buyer may elect to withdraw from this transaction. In such event, the Deposit, including any interest earned thereon, and all other Examination Period extension fees paid by Buyer to Seller, if any, will be returned to Buyer, and all documents will be returned to the party who deposited same, and thereupon all parties hereto will be fully released and discharged, each to the other, from any and all liability or obligation hereunder arising.

2.5.3 Extend Time for Performance. Unless and until Buyer elects to terminate this Agreement as aforesaid, the Closing Date will be deemed extended and Seller will have the continuing duty and obligation to use its best efforts to cure or remove such Title Defect.

2.6 Seller's Obligation to Preserve Title. During the period this Agreement is in effect, Seller will not, without the prior written approval of Buyer, adversely affect title to the Property by entering into any easements, leases, licenses or other agreements, etc., or allowing any liens or other encumbrances to be filed.

2.7 Approvals, Permits and Zoning. During the period this Agreement is in effect, Buyer, at its sole cost and expense, will have the right to seek such approvals, authorizations, certificates, exceptions, licenses, permits, variances, zoning changes, etc., pertaining to Buyer's intended retail development and use of the Property as Buyer deems necessary, including, without limitation, those regarding building, curb cuts, erosion, environmental compliance, subdivision, use, utility connections and services, and particularly any necessary governmental changes to the zoning classification applicable to the Property required in connection therewith (collectively, the "Permits"). Seller will use best efforts and cooperate with Buyer in connection therewith and will, without limitation, enter appearances as may be required for same and sign all documents necessary therefor.

Section 3: Closing

3.1 Instructions, Funds, and Documents. The Escrow Agent will serve in such capacity subject to its standard conditions of acceptance of escrow provided, however, that if there is any conflict between such conditions and this Agreement, this Agreement will govern. All funds and documents necessary for the consummation of this transaction will be deposited in escrow with the Escrow Agent on or before the Closing Date.

3.2 Closing Procedures. On the Closing Date, the Escrow Agent will cause the Deed to be filed for record and the Title Company to issue its Title Policy to Buyer in absolute conformity with the terms and conditions of this Agreement and, after filing all documents required hereunder for recording, will charge the costs and expenses of closing this transaction as follows:

3.2.1 Seller's Charges: Seller will be charged with the following:

- (i) the cost, if any, of removing any Title Defect required to be discharged according to this Agreement; and
- (ii) one-half the Escrow Agent's escrow fee.

3.2.2 Buyer's Charges. Buyer will be charged with the following:

- (i) the Purchase Price, less all funds paid to or deposited with the Seller and any credits due pursuant to this Agreement;
- (ii) the cost of preparing and issuing the examination of title, the Title Commitment and the Title Policy required hereunder;

- (iii) the cost of the Survey;
- (iv) the cost of recording the Deed;
- (v) all costs pertaining to financing Buyer's purchase of the Property, including costs of recording mortgages and other documents associated therewith; and
- (vi) one-half the Escrow Agent's escrow fee.

3.2.3 Seller's Documents and Funds. The Escrow Agent will, immediately upon the closing of this transaction, deliver the following documents and funds to Seller:

- (i) all funds on deposit to the credit of Seller, less all charges and deductions required by this Agreement;
- (ii) any documents to be delivered to Seller according to the terms and conditions of this Agreement; and
- (iii) Seller's escrow statement.

3.2.4 Buyer's Documents and Funds. The Escrow Agent will, immediately upon the closing of this transaction, deliver the following documents and funds to Buyer:

- (i) all funds on deposit to the credit of Buyer, less all charges and deductions required by this Agreement;
- (ii) the recorded Deed and any other documents to be delivered to Buyer according to the terms and conditions of this Agreement;
- (iii) the Title Policy; and
- (iv) Buyer's escrow statement.

Section 4: Miscellaneous

4.1 Assignment: Buyer hereby acknowledges that Seller may convey title to the Property to the Community Improvement Corporation of Massillon, an Ohio nonprofit corporation, prior to the consummation of the transaction contemplated herein and Buyer agrees to accept the Deed executed by such entity. Buyer further agrees that, if a fee is payable to the Community Improvement Corporation of Massillon in connection with this transaction, Buyer will pay such fee to the extent it does not exceed \$1,000 (or reimburse Seller for the payment thereof) on the Closing Date.

4.2 Authority: Seller hereby represents that Seller is the true and lawful owner of all legal and equitable interests in the Property and not subject to any restrictions which

would prevent the consummation of the transaction contemplated by this Agreement, except for the Approvals as set forth in Section 1.1.10 hereof. Further, Seller is not aware of any litigation or governmental or quasi-governmental proceeding, investigations or administrative orders pending or threatened relating to the Property. Each person executing this Agreement on behalf of an entity hereby represents and warrants that he or she is duly authorized to do so and that the entity is fully bound to the terms and conditions of this Agreement thereby.

4.3 Default. In the event of Seller's breach of its obligations hereunder, Buyer, as its sole remedy, will be entitled to all remedies available at law or in equity, including specific performance or, in lieu thereof, to the return of all sums deposited with the Escrow Agent, including all interest earned thereon, and all other Examination Period extension fees paid by Buyer to Seller will be returned to Buyer. In the event of Buyer's breach of its obligation to purchase the Property once that obligation becomes irrevocable, Seller's sole remedy will be to require the Escrow Agent to disburse to Seller as liquidated damages hereunder the entire Deposit, including all interest earned thereon, and both parties hereto shall be fully released and discharged from all liabilities or obligations in connection herewith.

4.4 Entire Agreement. This Agreement and any exhibits attached hereto contain all of the agreements, conditions, and covenants between Seller and Buyer concerning the Property. There are no agreements, conditions, or covenants, either oral or written, between Seller and Buyer concerning the Property other than as set forth herein. No amendment or modification hereof will be binding upon Seller and Buyer unless in writing and signed by the party to be charged therewith.

4.5 Notices. All consents, elections, demands, notices, etc., will be in writing, signed by the party giving notice (or such party's attorney) and will be either hand-delivered, sent via electronic facsimile (FAX), sent via electronic mail (e-mail), or sent by certified mail, postage prepaid, return receipt requested. All such notices will be deemed given as of the date of receipt by the addressee or 3 days after the date of postmark of mailing, whichever will first occur. Changes of address will be designated by written notice. All such notices will be addressed or sent as follows:

if to Seller: The City of Massillon, Ohio, Municipal Government Annex,
Administration Building, 151 Lincoln Way, East, Massillon, OH 44646,
(tel: 330-830-1700, fax: 330-830-1764) attn: Mayor Francis H. Cicchinelli

and copy: Pericles G. Stergios, Esq., Suite 102, 2859 Aaronwood Road, NE,
Massillon, OH 44646-2371 (tel: 330-832-9879, fax: 330- 832-2963
e-mail: pgs@stergioslaw.com

if to Buyer: Visconsi Land Co., Ltd., 360 Corporate Circle, 30050 Chagrin Boulevard,
Pepper Pike, OH 44124-5704, (tel: 216-464-5550 fax: 216-464-7215)
attn: Bradley A. Goldberg (e-mail: bgoldberg@visconsi.com) with a copy
to Gary Stevens (e-mail: gstevens@visconsi.com)

and copy: Karberg & Associates Co., LPA, Suite 207, Corporate Circle, 30100
Chagrin Boulevard., Cleveland, OH 44124-5705, (tel 216-292-6110
fax: 216-504-0240) attn: Bruce K. Karberg, Esq.
(e-mail: bkarberg@karberglaw.com)

4.6 Performance Dates. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance will be extended to the next business day.

4.7 Possession. Buyer acknowledges that Seller has the right to remain in possession of the Property for the purpose of permitting the general public to use the baseball fields presently located thereon until said baseball fields have been relocated to another site, which date shall be no later than 4 months after the Closing Date, at which time, Seller agrees to deliver sole and exclusive possession of the Property to Buyer free and clear of all personal property, tenants and occupants whatsoever, in substantially the same physical condition as of the Effective Date hereof.

4.8 Seller's Environmental Representations. The following provisions apply with respect to certain environmental matters. The term "Environmental Law" wherever used in this Agreement means any provision of any code, decree, law, license, order, ordinance, rule, regulation, standard, statute, etc., promulgated by any federal, state, county, local or regional authority agency, authority, commission, court, department, division, instrumentality, or other representative thereof, concerning the disposal, handling, manufacture, maintenance, storage, use, etc., of any Hazardous Material (defined below). The term "Hazardous Material" wherever used in this Agreement means any compound, contaminant, material, pollutant, substance, waste, etc., designated by any Environmental Law as dangerous, hazardous, toxic, or unsafe to the health and safety of the general public, and including, by way of example, asbestos, radioactive materials, polychlorinated biphenyls ("PCBs"), certain petrochemicals and their byproducts. The term "Environmental Condition" wherever used in this Agreement means a reference to any area designated by any federal, state, county, local or regional authority agency, authority, commission, court, department, division, instrumentality, or other representative thereof as containing: (i) a wetland, woodland, wild life sanctuary, or habitat for any threatened or endangered species of plant or animal; (ii) a site or location of archeological or historical interest or containing artifacts or antiquities; or (iii) any area protected by or subject to any federal, state or local law, ordinance, rule, regulation, etc., which serves to protect or preserve the characteristics or features of all things in or on such area. Seller hereby states that, during the time period in which Seller has held title to the Property, Seller has no knowledge nor has Seller received any notice that: (a) the

Property is not in compliance with any Environmental Laws; (b) any Hazardous Material has ever been used in the construction of any improvements to the Property; (c) any Hazardous Material has ever been located, stored, or disposed of at, upon, under, or near the Property; (d) any portion of the Property is or has ever been subject to an Environmental Condition; (e) any permit (other than a usual building and/or occupancy permit) is or has ever been required in connection with any activity conducted at or improvement made to the Property; and (f) the Property contains any active or inactive gas, water, or oil wells or storage tanks.

4.9 Terms and Benefit of Agreement. The terms "Buyer" and "Seller" as used herein will include, without limitation, their respective agents, employees, contractors, successors, and assigns. This Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors, and assigns.

4.10 Offer and Acceptance. This Agreement constitutes an offer which will remain open for acceptance by Seller signing, dating and returning to Buyer 2 counterparts fully executed by Seller, unless Buyer delivers written notice of its withdrawal of this offer at any time prior to Seller's acceptance hereof.

In witness whereof, the parties hereto have executed this Real Estate Purchase Agreement as of the date set forth beside their respective signatures.

Date: August __, 2007

Seller: The City of Massillon, Ohio

by: _____
Francis H. Cicchinelli, Mayor

and: _____
Michael Loudiana, Director of Public Safety
and Service

approved as to form
Pericles G. Stergios, Law Director

Date: August __, 2007

Buyer: Visconsi Land Co., Ltd.

by: _____

This Document Prepared by:
Bruce K. Karberg, Esq.
KARBERG & ASSOCIATES CO., LPA
Suite 207, Corporate Circle
30100 Chagrin Boulevard
Cleveland, Ohio 44124-5705
tel: 216-292-6110 fax: 216-504-0240
email: bkarberg@karberglaw.com

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 93 - 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Street Resurfacing Project in 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 advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Street Resurfacing Project in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the 2007 Street Resurfacing Project in the City of Massillon.

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 bids be received so that work may be completed on the 2007 Street Resurfacing Project, Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

2nd page is the signature page

STREET RESURFACING/REPAIR PROGRAMS FOR 2007

WARD	STREET NAME	FROM	TO	BEGINNING ON	COMPLETED BY
2007 STREET RESURFACING PROGRAM					
1	Stratford Ave NE	NE Amherst Rd NE	Windsor NE	September 24, 2007	November 16, 2007
1	Stratford Ave NE	NE Windsor NE	11th St NE	September 24, 2007	November 16, 2007
2	Wray Ave NE	NE Oak Manor	Shaw Ave NE	September 24, 2007	November 16, 2007
3	Harcres Ave SE	SE Southway St	end	September 24, 2007	November 16, 2007
3	Marlyn Pkwy NE	NE 16th St NE	end	September 24, 2007	November 16, 2007
4	Erie St South	SE Oberlin Rd SE	west of Nave Rd	September 24, 2007	November 16, 2007
4	Walnut Rd SW	SW Erie St S	SR 21	September 24, 2007	November 16, 2007
5	15th St SW	SW Overlook SW	Lawn Ave SW	September 24, 2007	November 16, 2007
5	Niles SW	SW Walnut SW	South End	September 24, 2007	November 16, 2007
6	29th St NW	NW Raynell	Middle School	September 24, 2007	November 16, 2007
6	Raynell Av NW	NW 29th St	Harmony	September 24, 2007	November 16, 2007

Various Spot Repairs

2	Wray Ave NE	NE Oakmanor NE	Shaw Ave NE	September 24, 2007	November 16, 2007
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WARD	STREET NAME	FROM	TO	BEGINNING ON	COMPLETED BY
2007 TARGET AREA NEIGHBORHOOD STREET RESURFACING					
1	Thorne Ave NE	NE 3rd St NE	4th St NE	September 24, 2007	November 16, 2007
3	16th St SE	NE Lincoln Way	end	September 24, 2007	November 16, 2007
1	Cherry Road NE	NE SR 21	5th St NE	September 24, 2007	November 16, 2007

2007 RECYCLED ASPHALT PROGRAM

5	6th St SW	SW Walnut SW	Webb	September 24, 2007	November 16, 2007
5	6th St SW	SW Webb	SR 241	September 24, 2007	November 16, 2007
5	17th St SW	SW Tremont Ave	SR 241	September 24, 2007	November 16, 2007
5	17th St SW	SW SR 241	Pigeon Run	September 24, 2007	November 16, 2007

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 94 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1401 Income Tax Capital Improvement Fund, 1201 Street Construction Fund, Wastewater Treatment Fund, Law Enforcement Trust Fund and the Summer Concert Fund, for the year ending December 31, 2007, 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 1401 Income Tax Capital Improvement Fund, for the year ending December 31, 2007, the following:

\$250,000.00 to an account entitled "Street Resurfacing" 1401.435.2510
\$ 15,000.00 to an account entitled "Police Dept Renovations" 1401.305.2510
\$ 6,600.00 to an account entitled "Infrastructure Repairs" 1401.435.2512 ✓

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1201 Street Construction Fund, for the year ending December 31, 2007, the following:

\$60,000.00 to an account entitled "Street Resurfacing" 1201.435.2511
\$ 2,000.00 to an account entitled "Storm Sewer Repairs" 1201.435.2397 ✓

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Fund, for the year ending December 31, 2007, the following:

\$45,000.00 to an account entitled "Services/Contracts" 2101.615.2392
\$25,000.00 to an account entitled "Services/Contracts" 2101.610.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Law Enforcement Trust Fund, for the year ending December 31, 2007, the following:

\$15,000.00 to an account entitled "Furtherance of Justice" 1215.305.2387

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Summer Concert Fund, for the year ending December 31, 2007, the following:

\$8,000.00 to an account entitled "Services/Contracts" 1212.505.2392

Section 6:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2007

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 95 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1201 Street Fund, for the year ending December 31, 2007, 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 1201 Street Fund, for the year ending December 31, 2007, the following:

\$125,000.00 to an account entitled "Advanced To" 1201.435.2750

Section 2:

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 _____ 2007

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

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 96 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making a transfer in the 2007 appropriation of the 1201 Street Fund, of the City of Massillon, Ohio, and declaring an emergency.

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

Section 1:

There be and hereby is transferred from the 2007 appropriation of the 1201 Street Fund of the City of Massillon, Ohio, the following:

\$125,000.00 FROM: "Advance To" 1201.435.2750

\$125,000.00 TO: "Advance In" 1409.905.1865

Section 2:

That this Ordinance is hereby declared to be an emergency measure, the reason for the emergency being that said funds are immediately necessary for the work to begin on the Cherry Road NW Project in a timely manner. 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 _____, 2007

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

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

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 97 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the 1409 Municipal Road Fund and the 1201 Street Fund, for the year ending December 31, 2007, 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 1409 Municipal Road Fund, for the year ending December 31, 2007, the following:

\$125,000.00 to an account entitled "Cherry Road NW Project" 1409.435.2512

Section 2:

There be and hereby is appropriated from the unappropriated balance of the 1201 Street Fund, for the year ending December 31, 2007, the following:

\$82,048.60 to an account entitled "Cherry Road NW Project" 1201.435.2512

Section 3:

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.

2nd page is the signature page

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

1st reading
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 7 - 2007

2nd reading 9/4
passed 9/17

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: A RESOLUTION adopting the decision of the Tax Incentive Review Committee made on August 8, 2007 wherein they recommended that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued, and declaring an emergency.

WHEREAS, the Tax Incentive Review Committee recommended on August 8, 2007 that those certain Enterprise Zone Agreements listed on the attached exhibit "A" be continued.

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

Section 1:

The Council of the City of Massillon, Ohio, deems it proper to adopt the decision of the Tax Incentive Review Committee made on August 8, 2007 continuing the Enterprise Zone Agreements listed on exhibit "A" which the Committee has recommended to be continued.

Section 2:

This Resolution is declared to be an emergency measure in that the adoption of the decision of the Tax Incentive Review Committee is essential for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Wherefore, this Resolution shall be in full force and effect immediately from and after passage and approval by the Mayor.

2nd page is the signature page

MASSILLON ENTERPRISE ZONE PROGRAM - TAX INCENTIVE REVIEW COMMITTEE MEETING						
COMPANY	SCHOOL DISTRICT	DATE OF AGREEMENT	INVESTMENT LEVELS	EMPLOYMENT LEVELS	COMMENTS / COMMITTEE RECOMMENDATION	
VASCO ASPHALT COMPANY	Perry	5/15/2002	109%	121%	Continue Abatement	
KENDEL WELDING & FABRICATION	Perry	4/29/2003	92%	70%	Continue Abatement	
CLOVERLEAF COLD STORAGE COMPANY	Perry	5/29/2003	138%	100%	Continue Abatement	
USDA FIELD SERVICE OFFICE	Perry	8/29/2003	100%	100%	Continue Abatement	
E-TANK LTD	Perry	9/15/2004	108%	82%	Continue Abatement	
GENCO	Perry	12/9/2005	106%	183%	Continue Abatement	
CLOVERLEAF COLD STORAGE COMPANY	Perry	9/1/2005	195%	40%	Continue Abatement	
POLYMER PACKAGING, INC.	Perry	5/31/2006	60%	53%	Continue Abatement	
INTEGRITY CRANE SERVICES LTD	Perry	6/28/2006	0%	43%	Continue Abatement	
BRINKS INCORPORATED	Massillon	10/25/1995	126%	206%	Expired - Tax Year 2006 last year of abatement	
ALFRED NICKLES BAKERY, INC.	Massillon	2/7/1997	98%	78%	Continue Abatement, Agreement Expiring in 2008	
MIDWEST FLOORING & LINING, INC.	Massillon	4/18/1997	123%	228%	Continue Abatement	
ALFRED NICKLES BAKERY & RYDER TRUCK RENTAL	Massillon	8/1/1998	118%	71%	Continue Abatement, Company on probation due to reduced employment.	
NFMWELDING ENGINEERS, INC.	Massillon	8/17/1998	103%	73%	Continue Abatement, Company on probation due to reduced employment.	

MASSILLON ENTERPRISE ZONE PROGRAM - TAX INCENTIVE REVIEW COMMITTEE MEETING						
COMPANY	SCHOOL DISTRICT	DATE OF AGREEMENT	INVESTMENT LEVELS	EMPLOYMENT LEVELS	COMMENTS / COMMITTEE RECOMMENDATION	
HEINZ FROZEN FOOD CO.	Massillon	5/19/1999	109%	343%	Continue Abatement	
R AND D INCORPORATED	Massillon	8/17/1999	104%	75%	Continue Abatement, Company on probation due to reduced employment.	
HERCULES ENGINE COMPONENTS LLC	Massillon	2/11/2000	180%	115%	Continue Abatement	
CONTROLLED POWER CORPORATION OF OHIO	Massillon	8/9/2000	92%	38%	Continue Abatement, Company on probation due to reduced employment.	
FAME BEVERAGE COMPANY	Massillon	5/9/2002	104%	142%	Continue Abatement	
RING MASTERS	Massillon	10/20/2003	139%	159%	Continue Abatement	
OHIO PACKAGING CORPORATION	Massillon	4/22/2004	91%	87%	Continue Abatement, Company on probation due to reduced employment.	
ALCO INDUSTRIES DBA US CHEMICAL & PLASTICS	Massillon	8/2/2006	38%	0%	Continue Abatement	

MASSILLON ENTERPRISE ZONE PROGRAM - TAX INCENTIVE REVIEW COMMITTEE MEETING						
COMPANY	SCHOOL DISTRICT	DATE OF AGREEMENT	INVESTMENT LEVELS	EMPLOYMENT LEVELS	COMMENTS / COMMITTEE RECOMMENDATION	
E-B ADVERTISING DISPLAY COMPANY, INC.	Tuslaw	5/1/1996	105%	100%	Continue Abatement	
OHIO DRILLING COMPANY	Tuslaw	9/11/2002	101%	72%	Continue Abatement	
E-B DISPLAY COMPANY, INC.	Tuslaw	9/13/2006	36%	100%	Continue Abatement	
HARWICK CHEMICAL MFG. CORP. (POLYONE CORP.)	Perry	5/15/1998	89%	54%	Continue Abatement, Company on probation due to reduced employment.	
STERILITE CORPORATION	Perry	9/30/1998	91%	200%	Continue Abatement	
ZIEGLER TIRE AND SUPPLY CO.	Perry	5/10/1999	132%	120%	Continue Abatement	
M.A. HANNA RESIN DISTRIBUTION (POLYONE)	Perry	11/4/1999	100%	108%	Continue Abatement	
STERILITE CORPORATION	Perry	4/10/2000	105%	132%	Continue Abatement	
INTERNATIONAL ENTERPRISES, INC.	Perry	5/9/2000	104%	100%	Continue Abatement	
RAYCO MANUFACTURING, INC.	Perry	9/25/2000	88%	208%	Terminated by City	
ROBERT J. MATTHEWS CO.	Perry	2/21/2001	107%	100%	Continue Abatement	
CROWN CORK & SEAL COMPANY	Perry	7/20/2001	115%	100%	Continue Abatement	
CLOVERLEAF COLD STORAGE COMPANY	Perry	8/9/2001	72%	93%	Continue Abatement	
INTERNATIONAL ENTERPRISES, INC.	Perry	8/20/2001	74%	108%	Continue Abatement	

DATE: AUGUST 20, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

RESOLUTION NO. 8 - 2007

BY: FINANCE COMMITTEE

TITLE: A RESOLUTION providing for the submitting to the electors of the City of Massillon at a General Election to be held on November 6, 2007, the question of the approval of the issue of a replacement of a one (1) mill operating levy to provide funding for the Massillon Museum which is operated by the Massillon Museum, Inc., a non-profit corporation, and declaring an emergency.

WHEREAS, the amount of revenues which will be raised by the City of Massillon, Ohio, within the ten mill limitation by levies on the current tax duplicate of the City of Massillon will be insufficient to provide adequate funds for the City of Massillon, to provide for a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization as authorized by Section 5705.19 (AA) of the Ohio Revised Code; and

WHEREAS, it is necessary to levy a replacement of a tax in excess of the ten mill limitation for the purpose of providing funds to provide for a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MASSILLON, OHIO, IN REGULAR SESSION SITTING, TWO-THIRDS OF THE MEMBERS CONCURRING:

Section 1:

There shall be submitted to the electors of the City of Massillon at a General Election on November 6, 2007, the question of the approval of issues providing for the replacement levy of a tax in the amount of one (1) mill for each One Hundred Dollars (\$100.00) of valuation for a period of five (5) years, to wit: 2008, 2009, 2010, 2011 and 2012 for the purpose of providing a free Museum of Art, Science, or History that is maintained and operated by a private, non-profit organization as authorized by Section 5705.19 (AA) of the Ohio Revised Code.

Section 2:

The Clerk of Council is hereby directed to certify to the Board of Elections of Stark County a copy of this Resolution upon the enactment of this Resolution for its submission to the electors of the City of Massillon, Ohio, for the question of its passage at the General Election to be held on November 6, 2007. The Clerk of Council is directed to request the Board of Elections to provide notice of election on the question of levying said replacement of the tax as required by law. The Clerk shall also provide the Board of Elections with a proposed sample ballot which is attached to this Resolution.

Section 3:

This Resolution is hereby declared to be an emergency measure that shall take effect and be in force from and after its passage and approval by the Mayor. The reason for the emergency lies in the fact that the immediate enactment of this Resolution is necessary to provide for the orderly submission of the proposed levy to the electors of the City of Massillon in the interest of the public welfare and for the levy of a tax as provided in this Resolution in order to obtain sufficient revenue for the operation of a free Museum of Art, Science, or History.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2007

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

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

SAMPLE BALLOT

MASSILLON CITY

A Majority Affirmative Vote is Necessary For Passage

"A replacement of a tax for the benefit of the City of Massillon, Stark County, Ohio, for the purpose of THE MAINTANENCE AND OPERATION OF THE MASSILLON MUSEUM A FREE PUBLIC MUSEUM OF ART, SCIENCE OR HISTORY at a rate not exceeding one (1.0) mill for each One Dollar (\$1.00) of valuation, WHICH AMOUNTS TO TEN CENTS (\$.10) FOR EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION, for a period of five (5) years, tax years 2008, 2009, 2010, 2011 and 2012."

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

DATE: JUNE 4, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

AMENDED
ORDINANCE NO. 69 - 2007

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 351 "PARKING GENERALLY" of the Codified Ordinances of the City of Massillon, and enacting a new SubSection 351.21 "FRONT YARD PARKING" and 351.22 "OFF-STREET PARKING IN RESIDENTIAL DISTRICTS OR ANY PARCEL USED FOR DWELLING PURPOSES" of CHAPTER 351 "PARKING GENERALLY".

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

Section 1:

CHAPTER 351 "PARKING GENERALLY" be and is hereby amended by enacting additional SubSections.

Section 2:

There be and is hereby is enacted a new SubSection 351.21 "FRONT YARD PARKING" and 351.22 "OFF-STREET PARKING IN RESIDENTIAL DISTRICTS OR ANY PARCEL USED FOR DWELLING PURPOSES" of CHAPTER 351 "PARKING GENERALLY". SubSections shall read as follows:

SEE ATTACHED EXHIBIT "A"

Section 3:

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2007

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

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

351.21 FRONT YARD PARKING.

(a) Definitions.

- (1) "Driveway" means an improved area used as a means of ingress and egress, not exceeding twenty-four (24) feet in width and being of equal width from the traveled portion of the public or private road right-of-way to the terminus of the improved area, provided that such driveway shall not occupy over forty percent (40%) of the total required front yard on the lot.
- (2) "Front yard" means the area between any portion of a residential structure, extending across the full distance of the lot or lots and facing a street and the street right-of-way line. In the case of any parcel of land which borders on more than one street, "front yard" means those yards which extend across the full distance of the lot along all streets which border such parcel and being the perpendicular distances between the street right-of-way lines and the nearest portion of any building or structure, excluding fences, existing on such lot.
- (3) "Improved area" means a driveway and/or parking area constructed of asphalt, concrete, gravel, brick or similar materials for the purpose of accommodating vehicular parking, flow or access to the property.
- (4) "Parking area" means any improved area not meeting the definition of a driveway and being used to park or store automobiles, motorcycle, boats, recreational vehicles or similar devices.

(b) Driveway and Parking Area Construction/Usage. Any new driveway or parking area shall be constructed and maintained in accordance with these regulations and all other applicable regulations including those stipulated in the City's Zoning Code. Existing driveways and parking areas shall be maintained as they are and may not be expanded unless in accordance with these and other City Code requirements. No such driveway or parking area shall be utilized unless constructed in accordance with all City Code requirements.

(c) Front Yard Parking Prohibited. No person shall park or leave unattended, or cause to leave parked or unattended, a vehicle, motorcycle, boat, recreational vehicle or similar device wholly or partially within a front yard of any residential property, regardless of type, unless such vehicle, motorcycle, boat, recreational vehicle or similar device is wholly within a driveway or parking area.

(d) Registered Owner Responsible. The registered owner of a vehicle found in violation of this section shall be held prima-facie responsible for any such violation.

(e) Exemptions. The provisions of this section shall not apply to authorized public safety or emergency vehicles while in use for emergency purposes, **a vehicle displaying a valid handicapped card, and short term parking on the grass area of a front yard shall be permitted for washing and cleaning of vehicles, parties, reunions, and special events.**

(f) Corner Lots. Corner lots with side driveways shall be governed by the same regulations that pertain to those lots that have front driveways. In the case of any parcel of land which borders on more than one street, "front yard" means those yards which extend across the full distance of the lot along all streets which border such parcel and being the perpendicular distances between the street right-of-way lines and the nearest portion of any building or structure, excluding fences, existing on such lot.

(g) Obstructing View. Parking of any vehicle or object in the front or side designated parking area of a dwelling or place of business that creates a hazard to others by obstructing the view of ingress or egress from any abutting property is prohibited.

(h) Penalty. Whoever violates any provision of this section within two (2) business days of the time when the notice was issued to such vehicle shall pay to the Police Department five dollars (\$5.00); upon the expiration of two (2) business days and within seven (7) business days of the time notice was issued to such vehicle, the fine shall increase to ten dollars (\$10.00).

351.22 OFF-STREET PARKING IN RESIDENTIAL DISTRICTS OR ANY PARCEL USED FOR DWELLING PURPOSES.

(a) Definitions. For the purpose of this section, certain terms and words are hereby defined:

- (1) "Driveway" means the principal means of egress, not exceeding twenty-four (24) feet in width, into a property from the traveled portion of a road right-of-way, upon which grass or other ground cover vegetation is not nurtured, provided however, that such driveway shall not occupy over forty percent (40%) of the total front yard area of the lot.
- (2) "Front yard" means the setback area between any portion of a structure, extending to the side lot lines, and the street line.
- (3) "Residential district" means any district in the City zoned primarily for residential purposes on the current adopted District Map, and also for the purpose of this section, any parcel used for dwelling purposes, irrespective of its zoning classification.
- (4) "Setback" means the minimum horizontal distance by which any building or structure will be separated from a lot line or street line.

(b) Parking Prohibited. No person shall park or leave unattended or suffer to remain parked or left unattended, a vehicle wholly or partly within a front yard or upon a vacant lot in a residential district, unless such vehicle is wholly within a driveway.

(c) Registered Owner Responsibility. If any vehicle is found to be in violation of this section, the owner or person in whose name such vehicle is registered shall be held prima-facie responsible for such violation.

(d) Exceptions. The provisions of this section shall not apply to authorized emergency vehicles while in use for emergency purposes; or to construction equipment when such equipment can effectively operate only from within such front yards; during the time when a snow emergency parking ban is in effect, a vehicle displaying a valid handicapped card, and short term parking on the grass area of a front yard shall be permitted for washing and cleaning of vehicles, parties, reunions, and special events.

(e) Penalty. Whoever violates any provision of this section within two (2) business days of the time when the notice was issued to such vehicle shall pay to the Police Department five dollars (\$5.00); upon the expiration of two (2) business days and within seven (7) business days of the time notice was issued to such vehicle, the fine shall increase to ten dollars (\$10.00).