

**Special Council Meeting  
Monday, June 19, 2017**

Mr. Daniel Peters, President of North Canton's City Council, has requested a Special Council Meeting of Council Members, the Mayor, Director of Administration, Director of Finance, and the Director of Law, for **Monday, June 19, 2017, immediately following the 7:00 p.m. Committee of the Whole Meeting** in Council chamber at North Canton City Hall, to consider the following:

1. Call to Order
2. Roll Call
3. Recognition of Visitors
4. Old Business
5. **Ordinance No. 61 - 2017 - 2<sup>nd</sup> Reading - Ordinance, Rules and Claims Committee**

An ordinance to provide for an election on the proposed amendment to ARTICLE VI, Section 6.04, Charter Review, of the Charter of the City of North Canton.
6. **Ordinance No. 62 - 2017 - 2<sup>nd</sup> Reading - Ordinance, Rules and Claims Committee**

An ordinance to provide for an election on the proposed amendment to ARTICLE VI, Section 6.04, Charter Review, of the Charter of the City of North Canton.
7. New Business
8. **Ordinance No. 66 - 2017 - 1<sup>st</sup> Reading - Community & Economic Development Committee**

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a settlement agreement between the City and the North Canton City District Board of Education regarding a disputed complaint involving a Community Reinvestment Area tax abatement for certain real property located at 1303-1305 North Main Street, North Ridge, and declaring the same to be an emergency.
9. **Ordinance No. 67 - 2017 - 1<sup>st</sup> Reading - Community & Economic Development Committee**

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a settlement agreement between the City and the North Ridge Place, LLC, regarding a disputed complaint involving a Community Reinvestment Area tax abatement for certain real property located at 1303-1305 North Main Street, North Ridge, and declaring the same to be an emergency.
10. **Ordinance No. 68 - 2017 - 1<sup>st</sup> Reading - Finance and Property Committee**

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the General Fund to the General Fund Account in the amount of \$71,000 for settlement of a disputed claim during the fiscal year ending December 31, 2017.

**11. Ordinance No. 69 - 2017 - 1<sup>st</sup> Reading - Finance and Property Committee**

An ordinance establishing the North Ridge Developer Payments agency fund to permit the City of North Canton to collect payments from North Ridge, LLC, and disperse those funds to the North Canton City School District Board of Education, as more fully described in the settlement agreements found in ordinance numbers 66-2017 and 67-2017.

**12. Meeting Dates for the Months of June and July**

June 26, 2017 - Council meeting  
No meeting the week of July 3, 2017  
July 10, 2017 - Council meeting

**13. Adjourn**

North Canton City Council  
Community & Economic Development Committee

Ordinance No. 66 - 2017

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a settlement agreement between the City and the North Canton City District Board of Education regarding a disputed complaint involving a Community Reinvestment Area tax abatement for certain real property located at 1303-1305 North Main Street, North Ridge, and declaring the same to be an emergency.

WHEREAS, the City of North Canton, Ohio ("City") wishes to avoid the expense, animus, and uncertainty of protracted litigation with the North Canton City District Board of Education ("School District") regarding the School District's complaint challenging a Community Reinvestment Area (CRA) tax abatement for certain real property located at 1303-1305 North Main Street, ("North Ridge"); and

WHEREAS, the City has examined the facts and law relating to the complaint, and although the complaint remains disputed, the City believes the settlement agreement ("Agreement") is fair, reasonable, and in the best interest of all parties so that they may continue to work together on behalf of our residents and guests (a true and accurate copy of the Agreement is attached hereto and incorporated hereto); and

WHEREAS, the City desires to maintain the positive, unified, and collegial relationship between the parties, and therefore chooses to approve and accept the Agreement between itself and the School Board.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council hereby approves, accepts, and adopts all terms and provisions of the Agreement as a binding and enforceable agreement between the City and School Board.
- Section 2. That the Mayor hereby is authorized and directed to execute the Agreement on behalf of the City, and the Finance Director is hereby authorized and directed to take all actions necessary, desirable, and convenient or proper to carry out the intent of this ordinance, the matters herein authorized, and the City's duties under the Agreement.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to quickly provide the School Board funding for essential services; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

## AGREEMENT

This Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the North Canton City District Board of Education (the "School District") and the City of North Canton, (the "City"), collectively, (the "Parties").

WHEREAS, North Ridge, LLC ("North Ridge") owns a fee simple interest in certain real property located at 1303-1305 North Main Street in the City, which is further identified by the Stark County Auditor ("Auditor") as permanent parcel number 10001392 (the "Subject Property").

WHEREAS, North Ridge applied to the City for and received a Community Reinvestment Act ("CRA") tax exemption of 100% on the then newly constructed dwellings, pursuant to Ohio Revised Code Section 3735.67 et seq., and the state certified and duly enacted CRA City ordinance for the Subject Property (the "Exemption"). The Auditor certified the CRA exemption for a period of 12 years, commencing in tax year 2014 and terminating in tax year 2025 (the "Exemption Period").

WHEREAS, pursuant to R.C. 3735.67(E), the School District filed a complaint with the City's Housing Officer challenging the continued North Ridge CRA property tax exemption ( the "School District's Complaint").

WHEREAS, in the School District's Complaint, the School District also asserted that the City had failed to provide compensation to the School District as required on a commercial property pursuant to R.C. 3735.671, which requires that the School District receive compensation from sources in an amount of at least 50% of the amount of taxes that would have otherwise been received without the exemption, and that the School District is therefore entitled to reimbursement of at least 50% of the exempted taxes in the event that the CRA is not otherwise terminated as set forth in the School District's Complaint including misclassification of the property as residential, lack of notice under R.C. 5709.83 and 3735.67 and the failure to ensure compensation to the School District under R.C. 3735.671.

WHEREAS, in a letter dated October 14, 2016, the City Law Director provided notice to North Ridge that multiple appeals had been filed with the City' Housing Officer pursuant to Ohio Revised Code Section 3735.70. Specifically, Gary K. Fry, the City Housing Officer, filed an appeal dated October 7, 2016; Daryl Revoldt filed an appeal dated October 11, 2016; Melanie Roll filed an appeal dated October 12, 2016; Miriam Baughman filed an appeal dated October 12, 2016; and Chuck Osborne filed an appeal dated October 12, 2016. For purposes herein, the aforementioned Appeals shall collectively be referred to as the "Pending Appeals".

WHEREAS, North Ridge timely responded to the School District's Complaint, and the Pending Appeals.

WHEREAS, Gary Fry has withdrawn his Appeal.

WHEREAS, the School District and the City, and, by a separate and distinct agreement, North Ridge and the City, desire to resolve the School District's Complaint and create binding

agreements between the School District and the City, and between the North Ridge and the City, for the remainder of the Exemption Period.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of North Ridge continuing to receive the full Exemption for the remainder of the Exemption Period, and in further consideration of the full and complete performance and occurrence of the terms and conditions set forth herein, North Ridge has agreed to pay to the City, on or before the date established for the payment of the first half real estate taxes due and owing for the prior year, the annual sum of FIFTY PERCENT (50%) of the School District's effective commercial tax rate for fixed-rate levies multiplied by the Assessed Building Value, as established by the Auditor, for the Exemption Period of tax year 2014 through tax year 2025 (the "Payments"). The Parties acknowledge this amount may be adjusted based upon the Auditor's Assessed Building Value for the Subject Property during the Exemption Period. North Ridge has also agreed to continue to pay real estate taxes on the land value, which is not, and has never been, part of the Exemption.

Example for clarification purposes:

The formula for real estate tax year 2016 is the Auditor's Assessed Building Value in the amount of \$882,650.00 multiplied by the School District's effective commercial tax rate for fixed rate levies for tax year 2016 of 45.500457 mills multiplied by 50% for a total of \$20,080.49, which amount would equal the Payment for 2017. The same formula shall be applied to tax years 2014 and 2015, which results in a payment for 2014 in the amount of \$19,860.56 and a payment for 2015 in the amount of \$20,196.85.

2. The initial Payment for tax years 2014 through 2016 shall be due and owing within 15 days of the execution of this Agreement, and shall be in the amount of \$60,137.90, as calculated above. This amount is non-refundable regardless of the outcome of any other challenges made by third parties to the legality of the CRA legislation.

3. The City shall timely forward to the School District the full amount of the Payments on a yearly basis during the Exemption Period under the terms of this Agreement.

4. In consideration for the above-described Payments, the School District shall dismiss its Complaint with prejudice, shall file with the City a Notice of Dismissal within three days of its receipt of the execution of this Agreement, and the initial Payment set forth in paragraph 2 and shall not file another complaint or otherwise challenge the validity of the Exemption Period for the Subject Property, and waives any and all claims against the City and North Ridge regarding the Exemption for the Subject Property

5. Nothing in this Agreement, however, waives North Ridge's obligation to properly maintain and repair the Subject Property, prevents the Housing Officer from complying with the requirements found in Ohio Revised Code Section 3735.68, or prevents the City from responding according to law to subsequent appeals under Ohio Revised Code Section 3735.70.

6. The City shall further seek the withdrawal of the Pending Appeals on or before the scheduled Hearing on the Pending Appeals, as the same may be further continued in furtherance of the efforts of resolution as set forth herein.
7. If the Pending Appeals, or one or more of the Pending Appeals are not ultimately withdrawn, and the Housing Council proceeds to hearing on the Pending Appeals, a determination in favor of the continuation of the Exemption for the entire Exemption Period shall be a condition precedent to any future Payment obligation of the City herein for the balance of the Exemption Period.
8. In any event, and for all purposes hereunder, the withdrawal or the denial of all of the Pending Appeals, together with the affirmance of a denial under any subsequent complaints and/or appeals under the further adjudication thereof (including appeals to the Court of Common Pleas, District County of Appeals and/or Ohio Supreme Court), shall be and shall remain a condition precedent to any future Payment obligation of the City herein.
9. In addition to the conditions precedent in Section 7 and Section 8 above, this Agreement is conditioned upon the approval as may be required, by North Ridge and the City, and shall only become effective upon said respective approvals.
10. In the event there is a successful appeal prosecuted against the Subject Property pursuant to Ohio Revised Code Section 3735.70, or otherwise, North Ridge's Payment obligations to the City shall terminate and as a result, the City's Payment obligations to the School Board shall likewise terminate. The obligation to make Payments shall not be stayed during the pendency of any determination of an appeal pursuant to Ohio Revised Code Section 3735.70, or otherwise.
11. In the event the School District successfully prosecutes a complaint against the Subject Property under Ohio Revised Code Section 3735.67(E), or otherwise, subsequent to its withdrawal of the current school District Complaint, resulting in the loss of the exemption to North Ridge, then the City's Payment obligations hereunder shall terminate. The obligation to make Payments shall not be stayed during the pendency of any determination of a complaint under Ohio Revised Code Section 3735.67(E), or otherwise.
12. The Parties further agree the Agreement does not bar North Ridge or the School District from filing a complaint on the Subject Property pursuant to Ohio Revised Code Section 5715.19, a complaint against valuation or assessment – determination of complaint – tender of tax – determination of common level assessment.
13. In addition to the Payment set forth in paragraphs 2 and 3 above, the School District shall also be entitled to a credit of \$4,553.00 on other billed services from the City to the School District relating to payment for services from the School District to the City, for crossing guards or other similar services. The credit shall be a one-time credit applied against future invoices issued to the School District from the City.
14. This Agreement is intended to represent an agreement for compensation to be due and owing to the School District as it relates to the exemption for North Ridge.

In the event the City intends to grant any other abatements pursuant to the CRA, then the City shall be required to provide the School District any and all statutory notice to which it is entitled and the City shall ensure that no exemption is granted pursuant to the CRA legislation that would deprive the School District of its revenues to which it is otherwise entitled under R.C. 3735.671. The provisions of R.C. 3735.671 are specifically incorporated herein.

The City furthermore agrees that under the existing CRA any exemption shall be limited to a term of 12 years for remodeling of dwellings containing more than two units, and upon the cost of remodeling is at least \$50,000, as described in R.C. 3735.67(D)(2). The City shall not grant any exemption on commercial, industrial, or new housing construction.

15. The Parties agree this Agreement shall not be construed as an admission by any Party nor used as evidence of the fair market value of the Property for any given tax year. Rather, this Agreement should be construed solely as a global compromise and settlement of a dispute between the Parties arising from the School District's Complaint and under the Pending Appeals.

16. Failure of a Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed a waiver by said Party of any of its rights there under.

17. This Agreement shall be binding upon the Parties hereto, their successors and assigns, to the extent permitted by law. Each Party shall execute and deliver to the requesting Party all instruments, certificates and other documents reasonably requested by a Party with respect thereto.

18. All the individuals signatory hereto represent and warrant their authority to execute and deliver this instrument.

19. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and same instrument.

20. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the Parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

21. Relative to the School District's Complaint and the Pending Appeals, this Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either Party that are not set forth expressly in this Agreement.



22. The Parties agree they have read this Agreement, understand its terms and voluntarily accept the consideration recited above for the purpose of making a full and complete compromise, adjustment and settlement of any and all claims.

23. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio and the Parties consent to the jurisdiction of a court of competent jurisdiction in the event this Agreement is breached.

**WHEREFORE**, the Parties now voluntarily and knowingly execute this Agreement, consisting of five pages.

**City of North Canton**

**North Canton City District Board  
of Education**

\_\_\_\_\_  
David J. Held, Mayor

\_\_\_\_\_  
Todd Tolson, Treasurer

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

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

**Approved as to form and content.**

\_\_\_\_\_  
Timothy L. Fox, Director of Law

North Canton City Council  
Community & Economic Development Committee

Ordinance No. 67 - 2017

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a settlement agreement between the City and the North Ridge Place, LLC, regarding a disputed complaint involving a Community Reinvestment Area tax abatement for certain real property located at 1303-1305 North Main Street, North Ridge, and declaring the same to be an emergency.

WHEREAS, the City of North Canton, Ohio ("City") wishes to avoid the expense, animus, and uncertainty of protracted litigation with the North Canton City District Board of Education ("School District") and North Ridge Place, LLC ("North Ridge") regarding the School District's complaint challenging a Community Reinvestment Area (CRA) tax abatement for certain real property owned by North Ridge and located at 1303-1305 North Main Street; and

WHEREAS, the City has examined the facts and law relating to the complaint, and although the complaint remains disputed, the City believes the settlement agreement ("Agreement") is fair, reasonable, and in the best interest of all parties so that they may continue to work together on behalf of our residents and guests (a true and accurate copy of the Agreement is attached hereto and incorporated hereto); and

WHEREAS, the City desires to maintain the positive, unified, and collegial relationship between the parties, and therefore chooses to approve and accept the Agreement between itself and North Ridge.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That City Council hereby approves, accepts, and adopts all terms and provisions of the Agreement as a binding and enforceable agreement between the City and North Ridge.
- Section 2. That the Mayor hereby is authorized and directed to execute the Agreement on behalf of the City, and the Finance Director is hereby authorized and directed to take all actions necessary, desirable, and convenient or proper to carry out the intent of this ordinance, the matters herein authorized, and the City's duties under the Agreement.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to quickly provide the School Board funding for essential services; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

## AGREEMENT

This Agreement (hereinafter referred to as "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between North Ridge Place, LLC, an Ohio limited liability company ("North Ridge") and the City of North Canton, an Ohio municipal corporation (the "City"), collectively, (the "Parties").

WHEREAS, North Ridge owns a fee simple interest in certain real property located at 1303-1305 North Main Street in the City of North Canton, Stark County, Ohio, which is further identified by the Stark County Auditor ("Auditor") as permanent parcel number 10001392 (the "Subject Property").

WHEREAS, North Ridge properly applied to North Canton for and received a Community Reinvestment Area ("CRA") tax exemption of 100% on the then newly constructed dwellings, pursuant to Ohio Revised Code Section 3735.67 and the state certified and duly enacted CRA City ordinance for the Subject Property (the "Exemption"). The Auditor certified the CRA exemption for a period of 12 years, commencing in tax year 2014 and terminating in tax year 2025 (the "Exemption Period").

WHEREAS, the Board of Education for the North Canton City School District (the "School Board") filed a complaint with the City's Housing Officer, challenging therein the Subject Property's continued exemption (the "School Board Complaint").

WHEREAS, in a letter dated October 14, 2016, the City Law Director provided notice to North Ridge that multiple appeals had been filed with the City's Housing Officer pursuant to Ohio Revised Code Section 3735.70. Specifically, Gary K. Fry, the City Housing Officer, filed an appeal dated October 7, 2016 (the "Fry Appeal"), Daryl Revoldt filed an appeal dated October 11, 2016 (the "Revoldt Appeal"), Melanie Roll filed an appeal dated October 12, 2016 (the "Roll Appeal"), Miriam Baughman filed an appeal dated October 12, 2016 (the "Baughman Appeal") and Chuck Osborne filed an appeal dated October 12, 2016 (the "Osborne Appeal"). For purposes herein, the Revoldt Appeal, the Roll Appeal, the Baughman Appeal and the Osborne Appeal shall collectively be referred to as the "Pending Appeals".

WHEREAS, North Ridge timely responded to the School Board Complaint, the Fry Appeal and the Pending Appeals.

WHEREAS, the Fry Appeal has been withdrawn.

WHEREAS, North Ridge and the City, and, by a separate and distinct agreement, the City and the School Board, desire to resolve the School Board Complaint and the Pending Appeals, and create binding agreements between North Ridge and the City, and between the City and the School Board, for the remainder of the Exemption Period.

NOW THEREFORE, for the valuable consideration set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. In consideration of North Ridge continuing to receive the full Exemption for the remainder of the Exemption Period, and in further consideration of the full and complete performance and occurrence of the terms and conditions set forth herein, North Ridge agrees to pay to the City, on or before the date established for the payment of the first half real estate taxes due and owing for the prior year, the annual sum of FIFTY PERCENT (50%) of the School Board's effective commercial tax rate for fixed-rate levies multiplied by the Assessed Building Value, as established by the Auditor, for the remainder of the Exemption Period (the "Payments"), which is the remainder of the 2017 prorated period described in paragraph two below, and tax years 2018 through 2025. The Parties acknowledge this amount may be adjusted based upon the Auditor's Assessed Building Value for the Subject Property during the Exemption Period. North Ridge shall continue to pay real estate taxes on the land value, which is not, and has never been, part of the Exemption.

Example for clarification purposes:

The formula for real estate tax year 2016 is the Auditor's Assessed Building Value in the amount of \$882,650.00 multiplied by the School Board's effective commercial tax rate for fixed rate levies for tax year 2016 of 45.500457 mills multiplied by 50% for a total of \$20,080.49, which amount would equal the Payment for 2017.

North Ridge shall promptly provide the City with a mortgage securing the estimated total amount of North Ridge payments through the remaining Exemption Period, thereby guaranteeing timely payments to the City and School Board.

2. In further consideration of North Ridge continuing to receive the full Exemption for the remainder of the Exemption Period, the full and complete performance and occurrence of the terms and conditions set forth herein, and commensurate with the execution of the School Board agreement described herein, the City shall make a one-time payment to the School Board, the amount of which represents the tax formula described above applied for tax years 2014 through 2016, and an amount prorated to the date of complete execution and delivery of this Agreement for tax year 2017.
3. In consideration for North Ridge's above-described Payments, the City shall enter into an agreement with the School Board (the "School Board Agreement") under which the School Board shall dismiss its Complaint with prejudice. The School Board shall file with the City a Notice of Dismissal within three days of its receipt of the execution of this Agreement.
4. The City agrees that the agreement it reaches with the School Board described herein, shall provide the School Board shall not file another complaint, or otherwise, challenge the validity of the Exemption for the remaining Exemption Period for the Subject Property, and that the School Board shall waive any and all claims against the City and /or North Ridge regarding the Exemption for the Subject Property.

5. The City and North Ridge agree the City shall timely pay the School District the full amount of the Payments received under the terms of the School Board Agreement.
6. The City shall further seek the withdrawal of the Pending Appeals on or before the scheduled Hearing on the Pending Appeals, as the same may be further continued in furtherance of the efforts of resolution as set forth herein, and shall continue to defend the North Ridge's receipt of the CRA tax abatement.
7. If the Pending Appeals, or one or more of the specific Revoldt, Roll, Baughman and/or Osborne Appeals are not ultimately withdrawn, and the Housing Council proceeds to hearing on the Pending Appeals, a final determination in favor of the continuation of the Exemption for the entire Exemption Period shall be a condition precedent to any continued Payment obligation of North Ridge herein.
8. In any event, and for all purposes hereunder, the withdrawal or the denial of all of the Pending Appeals, together with the affirmance of a denial under any subsequent complaints and/or appeals under the further adjudication thereof (including appeals to the Court of Common Pleas, District County of Appeals and/or Ohio Supreme Court), shall be and shall remain a condition precedent to any continued Payment obligation of North Ridge herein.
9. In addition to the conditions precedent in Section 7 and Section 8 above, this Agreement is conditioned upon the approval as may be required, by the City and the School Board, and shall only become effective upon said respective approvals.
10. In the event that there is a successful appeal prosecuted against the Subject Property pursuant to Ohio Revised Code Section 3735.70, or otherwise, North Ridge's Payment obligations hereunder shall terminate. The obligation to make Payments shall not be stayed during the pendency of any determination of an appeal pursuant to Ohio Revised Code Section 3735.70, or otherwise.
11. In the event the School Board successfully prosecutes a complaint against the Subject Property under Ohio Revised Code Section 3735.67(E), or otherwise, North Ridge's Payment obligations hereunder shall terminate. The obligation to make Payments shall not be stayed during the pendency of any determination of a complaint under Ohio Revised Code Section 3735.67(E), or otherwise.
12. The Parties further agree the Agreement does not bar North Ridge from filing a complaint on the Subject Property pursuant to Ohio Revised Code Section 5715.19, a complaint against valuation or assessment – determination of complaint – tender of tax – determination of common level assessment.
13. The City reaffirms to North Ridge the City's obligations and all of the benefits to North Ridge under the CRA program as enacted at the time of the certification of the Exemption, and the City remises, releases, and forever discharges North Ridge from and against any and all current liability for real estate taxes and assessments for the

dwellings on the Subject Property during the Exemption Period. Nothing in this Agreement, however, waives North Ridge's obligation to properly maintain and repair the Subject Property, prevents the Housing Officer from complying with the requirements found in Ohio Revised Code Section 3735.68, or prevents the City from responding according to law to subsequent appeals under Ohio Revised Code Section 3735.70.

14. The Parties agree that this Agreement shall not be construed as an admission by any Party nor used as evidence of the fair market value of the Property for any given tax year. Rather, this Agreement should be construed solely as a global compromise and settlement of a dispute between the Parties arising from the School Board Complaint and under the Pending Appeals.
15. Failure of a Party to complain of any act or omission on the part of the other Party regarding this Agreement, no matter how long the same may continue, shall not be deemed a waiver by said Party of any of its rights there under.
16. This Agreement shall be binding upon the Parties hereto, their successors and assigns, to the extent permitted by law. Each Party shall execute and deliver to the requesting Party all instruments, certificates and other documents reasonably requested by a Party with respect thereto.
17. All the individuals signatory hereto represent and warrant their authority to execute and deliver this instrument.
18. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and same instrument.
19. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the Parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.
20. Relative to the School Board Complaint and the Pending Appeals, this Agreement sets forth the entire Agreement between the Parties and fully supersedes any and all other prior agreements or understandings between the Parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification or discharge is agreed to in writing and signed by the Parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either Party that are not set forth expressly in this Agreement.

21. The Parties agree they have read this Agreement, understand its terms and voluntarily accept the consideration recited above for the purpose of making a full and complete compromise, adjustment and settlement of any and all claims.
22. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio and the Parties consent to the jurisdiction of a court of competent jurisdiction in the event this Agreement is breached.

**WHEREFORE**, the Parties now voluntarily and knowingly execute this Agreement, consisting of five pages.

**FOR CITY OF NORTH CANTON**

**FOR NORTH RIDGE PLACE, LLC**

\_\_\_\_\_  
David J. Held, Mayor

\_\_\_\_\_  
Daniel J. DeHoff, Manager

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

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

**Approved as to form and content.**

\_\_\_\_\_  
Timothy L. Fox, Director of Law



North Canton City Council  
Finance and Property Committee

Ordinance No. 68 - 2017

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the General Fund to the General Fund Account in the amount of \$71,000.00 for settlement of a disputed claim during the fiscal year ending December 31, 2017.

WHEREAS, the City of North Canton, Ohio ("City") wishes to avoid the expense, animus, and uncertainty of protracted litigation of a disputed claim involving the North Canton City District Board of Education "School District" and North Ridge, LLC ("North Ridge"); and

WHEREAS, the City desires to maintain the positive, unified, and collegial relationship between the parties, and therefore chooses to approve and accept the agreements between itself, the School Board, and North Ridge.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Section 1. That to provide for the agreements between the City, School Board, and North Ridge to settle a disputed claim during the fiscal year ending December 31, 2017, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the GENERAL FUND      \$71,000.00

Appropriate To:

GENERAL FUND 101.627.5209      \$71,000.00

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is necessary to appropriate these dollars to be used towards the settlement of a disputed claim involving the City, the School District, and North Ridge, and shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

North Canton City Council  
Finance and Property Committee

Ordinance No. 69 - 2017

An ordinance establishing the North Ridge Developer Payments agency fund to permit the City of North Canton to collect payments from North Ridge, LLC, and disperse those funds to the North Canton City School District Board of Education, as more fully described in the settlement agreements found in ordinance numbers 66-2017 and 67-2017.

WHEREAS, the City of North Canton, Ohio ("City") wishes to avoid the expense, animus, and uncertainty of protracted litigation of a disputed claim involving the North Canton City District Board of Education "School District" and North Ridge, LLC ("North Ridge"); and

WHEREAS, the City desires to maintain the positive, unified, and collegial relationship between the parties, and therefore chooses to approve and accept the agreements between itself, the School Board, and North Ridge, and thereby requires the establishment of the North Ridge Developer Payments agency fund to facilitate receipt and distribution of payments between the parties herein.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

- Section 1. That to provide for the agreements between the City, School Board, and North Ridge to settle a disputed claim, the Director of Finance is hereby authorized and directed to take all actions necessary, desirable, and convenient or proper to carry out carry out the intent of this ordinance, specifically, establish the North Ridge Developer Payments agency fund to facilitate receipt and distribution of payments between the parties herein.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is necessary establish the North Ridge Developer Payments agency fund to facilitate payments between the parties in settling a disputed claim involving the City, the School District, and North Ridge, and shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2017

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2017

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council