



TRAC

Project Application

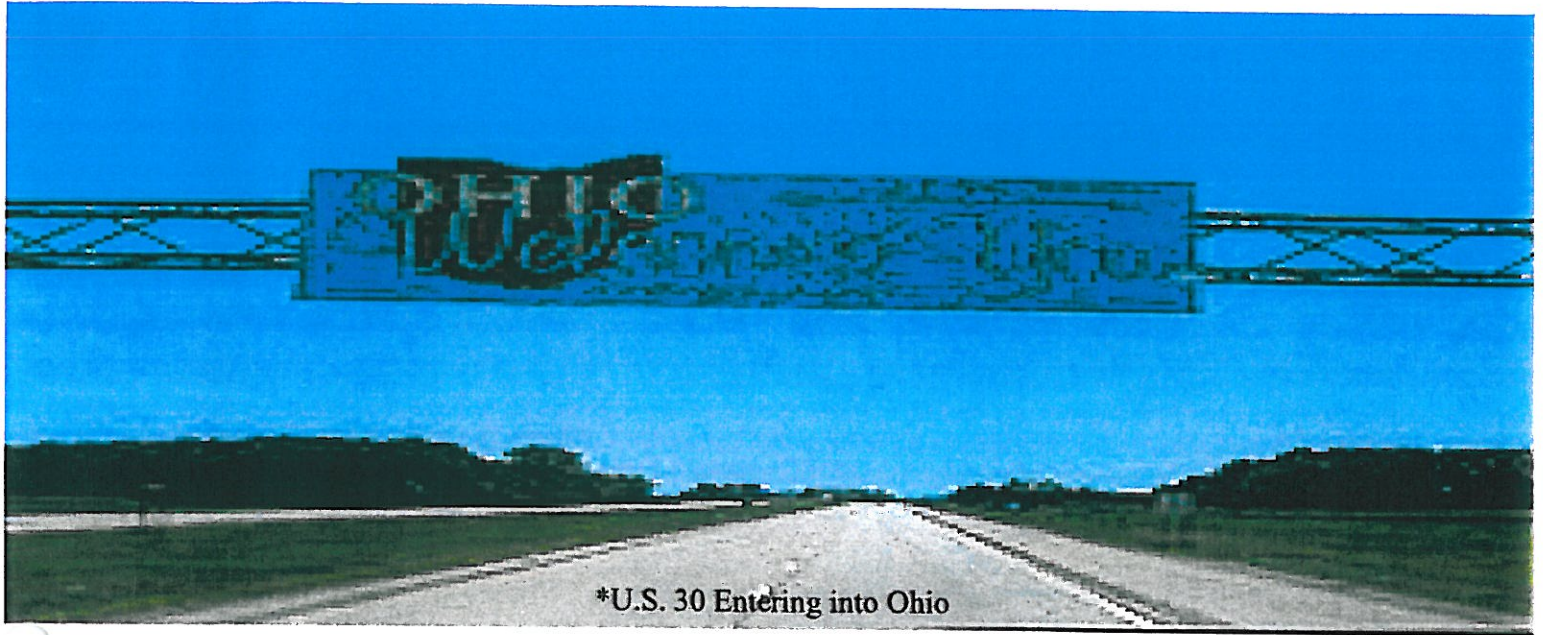
STA-30-18.35

PID #20344

July 27, 2009



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TRAC GRANT APPLICATION



TRAC Project Application

General Information

Current Status (Tier 1, Tier 2 or New)	Proposed Status (Tier 1 or Tier 2)	ODOT PID	ODOT District	Primary County (3 char abrv)	Facility Name (i.e. route, rail, terminal, or port name)
Tier 2	Tier 1	20344	04	STA	US 30 (STA-30-18.35)
Project Sponsoring Agency					
Ohio Department of Transportation / City of Canton					
Project Manager (Contact Person)				Phone Number	
Jack Noble, P.E., Planning Administrator, ODOT 4				(330) 786-4831	
Dan Moeglin, P.E., City Engineer, Canton, Ohio				(330) 438-6903	
Email Address					
Jack.Noble@dot.state.oh.us					
Dan.Moeglin@cantonohio.gov					

Project Description

Local Jurisdictions

(i.e. list all cities, counties and townships)

Stark County, Canton City, East Canton Village, Osnaburg and Canton Townships

Description of Work

STA-30-18.35: Relocation of US 30 on a new alignment from Trump Avenue to SR 44

Purpose and Need

The purpose of this project is to correct substandard vertical and horizontal geometry, while improving the level of service (LOS), safety and connectivity of US 30. This project will also improve economic development opportunities surrounding this stretch of US 30, that have been otherwise hindered due to the current conditions.

(SEE APPENDIX A; Environmental Re-Evaluation Document for more detail).

Community & Economic Growth and Development Factors

Adopting Appropriate Land Use Measures

Land Use Plan Exists	Land Use Plan Coord. with T-Plan	Zoning based on T-Plan	Part of State/MPO Long Range Plan
(Yes, No or N/A)	(Yes, No or N/A)	(Yes, No or N/A)	(Yes, No or N/A)
Yes	Yes	Yes	Yes

Priority on County or MPO Long Range Plan

The Stark County Area Transportation Study (SCATS) TRAC top priority is that US 30 be built as a four-lane freeway from Trump Avenue to SR 44 allowing for a staged construction and eventual expansion to a full freeway system extending to SR 11 in Columbiana County. The long term plans of a full freeway system will open up an east/west highway that will result in increased economic growth and sustainability throughout Ohio and the cities, townships and villages surrounding US 30.

According to an analysis and in-depth study done by ACCESS OHIO, the Ohio Department of Transportation's Long Range Transportation Plan, the entire US 30 corridor in Ohio was identified as one of the most critical statewide corridors.

Percent of Land Being Redeveloped	Improves Business Access	Improves Invest & Employ	* Sub-county 5 Yr Unemployment Rate	* Sub-county 5 Yr Poverty Rate
(%)	(Yes or No)	(Yes or No)	(%)	(%)
87.3%	Yes	Yes	6.22% (County Rate)	11.38% (County Rate)

(SEE APPENDIX B for more details)

* Optional. If omitted, the 5 year rates for the primary county will be obtained from the US Bureau of Labor Statistics (www.bls.gov) and US Census Bureau (www.census.gov).

Transportation Factors

Reduces Fuel Consumption	Reduces Ozone Precursors	Connects Transportation Modes
(Yes or No)	(Yes or No)	(Yes or No)
Yes	Yes	Yes

If project connects transportation modes, please explain how

US 30 connects several major transportation modes including rail, waterway, airports, and major interstates. The Navarre Rail/Highway NEOMODAL Facility was built in 1995 and provides a major connection between highway and rail freight and it is located just minutes from the proposed section of US 30. The eventual completion of US 30 all the way to SR 11 will provide a key link to Ohio's largest river port at East Liverpool; the US 30 freeway link will provide the east/west connection that is needed to get freight to and from this port. US 30 is also approximately 20 minutes from the Akron Canton Airport, which is Ohio's fastest growing airport and provides a key mode of transportation for those using the entire US 30 corridor. Completion of the US 30 corridor as a freeway will complete a key link as an interstate connector that will improve the ties between multiple important modes of transportation throughout the region and the state.

Existing Road Facilities (If applicable)

ODOT NLFID (or Cnty/Rte #)	Begin Log Point (x.xx)	End Log Point (x.xx)	Location Termini (i.e. from street 1 to street 2)	Primary Road (Yes or No)

(Insert additional rows as needed – one row for each existing roadway to be improved)

New Road Facilities (If applicable)

Name or Designation	Beg Lat (xx.xxxx)	Beg Lon (xx.xxxx)	End Lat (xx.xxxx)	End Lon (xx.xxxx)	Location Termini (i.e. from street 1 to street 2)	Primary Road (Yes or No)
STA-30-18.35 to 21.15	40.7836	-81.3205	40.7830	-81.2666	Trump Avenue to SR 44	Yes

(Insert additional rows as needed – one row for each new roadway to be constructed)

**While this is a “new road facility,” it will be used by Stark Area Regional Transit Authority to provide more efficient service to the east side of Stark County and will provide a major connection between various modes of transportation for freight.*

Transit Facilities (If applicable)

Element Name	Peak Hour Ridership (Riders)	VMT Reduction (%)	Benefit/ Cost Ratio (x.xxx)

(Insert additional rows as needed – one row for each transit facility element)

Freight Facilities (If applicable)

Element Name	Freight Volume / Facility Capacity Ratio (x.xxx)	Truck Reduction (%)	Benefit/ Cost Ratio (x.xxx)

(Insert additional rows as needed – one row for each freight facility element)

Project Development

Project Phase	Completed By (Agency Name)	Actual / Projected Completion Date (MM/DD/YYYY)
Planning Study	ODOT	02/01/2000
Interchange Modification Study	N/A	
Environmental (NEPA) Doc.	ODOT (re-evaluation approval)	06/18/2007
Detailed Design	ODOT	09/30/2011
Right of Way / Utilities	ODOT	09/30/2011

Sources of Other (Non-TRAC) Funding *(If applicable)*

Project Phase (PS, NEPA, DD, RW, CO)	Source (Agency name)	Amount (In Millions)

Additional Explanation of Other Funding

Other funding has been applied for such as; HPP Federal Transportation Funds and ARRA Funds.

(Insert additional rows above "Additional Explanation of Other Funding" as needed – one row for each combination of project phase and source)

Note: Totals of Other funding entered above MUST MATCH totals in project funding table below by project phase.

Project Sponsor Investment Factors

Creation of TIF or Other Innovative Financing Tool (Yes or No)	Percentage of Sponsoring Agency Investment (%)
A TIF is under consideration.	

Project Funding

Project Phase	Fiscal Year (YYYY)	Other Funding (In Millions)	Previous TRAC (In Millions)	New TRAC (In Millions)	Total (In Millions)
Planning Study (PS)		0			
Environmental Doc. (NEPA)	2005	0	\$1.1	0	\$1.1
Detailed Design (DD)	2010	0	\$2.1	\$1.5	\$3.6
Right of Way /Utilities (RW)	2011	0	\$0.2	\$6.1	\$6.3
Construction (CO)	2013	0	0	\$70	\$70
Total		0	\$3.4	\$77.6	\$81

Applicant Information

Remarks/Comments

US 30 Current Conditions and Outcome from Proposed Improvements

The existing alignment is typified by substandard vertical and horizontal geometry with several vertical and horizontal curve deficiencies. As a result, there are insufficient sight distances for frontage access points. Turn movements for truck traffic through the Village of East Canton are impeded by substandard curves, creating inefficiencies for through traffic and freight movements that are also detrimental to living conditions within the village.

The 2007 Congestion Management Process report shows a LOS of D for existing traffic east of Broadway Avenue (CR199) which worsens to D & E for future traffic. The proposed project would improve LOS to C for both through and local travelers through the year 2030 and beyond.

The existing conditions on US 30 do not allow a uniform flow of traffic, resulting in time delays and increased fuel consumption. Current travel time from the Trump Avenue interchange to SR 44 south requires about 6.59 minutes, with approximately 56 seconds of stop time at the existing intersections. The proposed improvement will reduce this travel time by approximately 3 minutes.

Safety

The reduction in travel time will lessen police, fire and emergency medical service response times. Residents within the project area requiring emergency medical services will benefit since they must be transported to Canton for care.

When focusing on the safety of the motorists and using an average traffic count of 13,700 ADT and 105 crashes for 2007 and 2008, the crash rate per million vehicle miles (mvm) is 2.87. According to the Ohio Department of Transportation, statewide average crash rates for two-lane rural undivided highways are as follows: 1996-1998, 1.57 crashes/mvm; 2001-2003, 1.84 crashes/mvm and 2006-2008, 2.23 crashes/mvm. When comparing these figures it is quite noticeable that the crash rate for this area is well above the State average, further evidencing the need for a four-lane highway system in this project area.

Connectivity

This project is part of Segment XIII of the US 30 Implementation Study and has been identified as a gap closure project. US 30 is identified in Access Ohio as part of a key macro corridor (Corridor 12) that is a cross-state route and was listed for "recommended major improvements" in the 2004-2030 list of projects. Improvements to this macro corridor will assist connectivity to ports on the Ohio River, as well as to intermodal facilities within Stark County and along the I-77 corridor in Northeastern Ohio.

This project will improve regional system linkages. US 30 serves as a major east/west connector between Ohio cities and villages, including Van Wert, Lima, Upper Sandusky,

Bucyrus, Mansfield, Wooster, Massillon, Canton, Minerva, Lisbon and East Liverpool. US 30 also serves as an interstate connector, linking Ohio with Fort Wayne, Indiana and Pittsburgh, Pennsylvania. With interchanges at I-75, I-71 and I-77 in Ohio, US 30 is a major link in the north-central Ohio highway network carrying volumes ranging from approximately 4,500 vehicles per day in Allen County to up to 45,000 vehicles per day in and near Canton (2003 traffic count). The nearest east/west limited access facilities beyond the project area are I-76 and I-80, 25 and 35 miles to the north respectively, and I-70, 45 miles to the south.

On the regional level, US 30 is important as a connector from I-77 to SR 11. SR 11 is a divided freeway that combines with US 30 to complete the highway route to the eastern edge of the State of Ohio. I-77 is a north-south highway connecting Cleveland and Marietta, passing through Akron, Canton, New Philadelphia, and Cambridge. As US 30 is a connector to the above mentioned routes and interstates, most important is the connection of this project to the City of Canton and its outlying regions, Canton being the largest city and highest traffic volume along US 30 through Ohio.

From a traffic perspective, the completion of the US 30 corridor will help to reduce stress on the adjacent east/west freeways. By investing in the US 30 corridor, Ohio will prolong the serviceability of the adjacent freeways. An investment in US 30 is like an investment in I-70, US 62, and I-76. This is money well spent.

Environmental

Environmentally, the reduction of travel time will also substantially reduce the amount of carbon emissions emitted from vehicles into the atmosphere in the projected area. It is also noted that through various environmental studies, this project will not have an impact or an affect on wetlands, terrestrial habitats, animal species, drinking water resources or farmland areas.

Economic Development

The City of Canton is the largest Ohio city on US 30, with the highest traffic volumes, and serves as the employment, shopping, and service center for the area. According to an analysis and in-depth study done by ACCESS OHIO, the Ohio Department of Transportation's Long Range Transportation Plan, the entire US 30 corridor in Ohio was identified as one of the most critical statewide corridors.

Local officials have expressed the need for an improved highway facility to support and generate economic development within the project area. There is a current lack of a limited access facility, hindering the expansion of existing companies and the development of new businesses within the area. Officials and local businesses in the project area attribute the overall lack of recent economic development in part to the fact that the area is not served by a continuous four-lane divided highway. Organizations and agencies have also expressed their full support for the upgrading and expansion of US 30 as a necessary element of future regional economic development.

Improved highway access including the upgrading and expansion of US 30, would make eastern Stark County and eventually Columbiana/Carroll Counties more attractive to

businesses that require access to efficient transportation systems. The potential economic benefits of highway improvements would include increased opportunities for employment and an increased tax base to support public schools, safety services and infrastructure. At the present time, there have been businesses who have developed this area with the expectations that this route would be developed to bring more business into their establishments, existing businesses waiting for the arrival of a more improved highway facility to accommodate their needs and potential businesses that have not yet developed in the area mentioned, due to the lack of a more efficient highway system. This again creates a hindrance on the economic potential of this project area.

A few examples of the economic development opportunities along the corridor are the Quarry's development and DHL. In the case of the Quarry's, a premier residential and recreational development, the developer invested \$8.5M and created 80 jobs in anticipation of the US 30 completion. The US 30 completion is now needed to realize the full build-out of the development. In the case of DHL, this company moved from the area to a new location taking with it numerous jobs because they could no longer wait for the proposed US 30 corridor to be completed. In short, this project will both save and retain jobs in this area of Ohio.

A significant change that has taken place since this project was first submitted to TRAC is the annexation of the bulk of the proposed right-of-way by Canton. This annexation was a cooperative effort between Canton, Osnaburg Township, and Canton Township in an effort to spur economic development. As part of the annexation, a Community Economic Development Agreement (CEDA) (**SEE APPENDIX C**) was established between Canton and Osnaburg Township. This annexation has led to the installation of new sanitary sewers, a new 12-inch diameter water line capable of servicing the entire area, and the ability to bring city services and economic development incentives to the area. This cooperative approach has already spurred development that will be enhanced by the US 30 Project.

(SEE APPENDIX D; Business Support Documents)

Regional Importance

A key aspect of this project that is critical to note is the regional importance and support that it has. This is not just a Canton project or a Stark County project, it is a project that will benefit much of Ohio.

As you can see from the wide range of attached letters of support, this project is important to a wide variety of people in both the public and private sectors from the state level down to local business persons. The project has a strong coalition of supporters working to insure its completion across the entire state. It is unique to have a project of this magnitude to have such an overwhelming level of support across political and economic boundaries.

Long Range Plan

As mentioned, US 30 which crosses the entire State, is included in the ACCESS OHIO Study based on person and goods movements occurring along the corridor and the importance of this travel to the economic well being of the sub-State regions US 30 traverses.

The Stark County Area Transportation Study (SCATS) which serves as the MPO for Stark

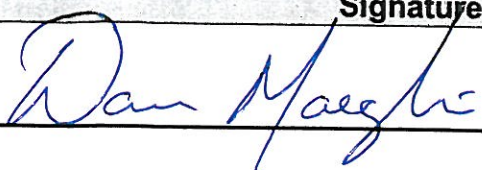
County, Ohio recommends that US 30 be built as a four-lane freeway from Trump Avenue to SR 44 allowing for staged construction and eventual expansion to a full freeway system extending to SR 11 in Columbiana County. The US 30 Project will bridge a gap on US 30, making travel more efficient and industry more effective in the surrounding areas.


Eventual and long term plans will open up an East/West highway that will result in increased economic growth and sustainability throughout Ohio and the cities, townships and villages surrounding US 30. For instance; as expressed by the Columbiana County Port Authority, who has set US 30 for a top priority, the East Liverpool area is the largest river port and one of the largest water port facilities in the state of Ohio. Being the nearest water port to Canton, it is lacking an adequate east/west highway to service the needs of Canton proper and the surrounding areas. As the East Liverpool community is a true intermodal community with river, rail and truck transportation, it is lacking a four lane highway to the west giving access to the north central markets in Canton. This is also our most direct route to the Pittsburg market. There are refineries in West Virginia, across the Ohio border that would be able to increase business by 5% to the Stark County area if these long term plans were implemented. There are also numerous other companies willing to create opportunities in Stark County but are not a benefit because of the lack of better transportation from the east.

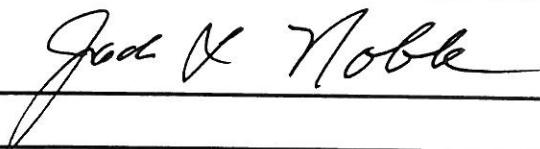
In order to reach these long term plans it is of great importance that the US 30 project be considered of high importance, otherwise the vision to increase business, industry and travel in these areas effected will not surface, therefore placing a hindrance on future development to areas that are already impacted by economic downturn.

Closing Remarks

Essential for economic growth, safety and efficient transportation in Stark County and the surrounding areas, it is important for the US 30 Project to be considered a high priority. The proposed project will fulfill various needs such as: Provide a step in completing the gap closure of US 30 to a four-lane, limited access facility across Ohio; provide an efficient east/west route to link the eastern portion of Stark County to the region; efficiently accommodate projected traffic volumes; improve the level of service for through and local traffic; improve safety for through and local travelers on US 30, which currently has crash rates considerably higher than statewide averages; improve safety by removing through traffic and the majority of truck traffic from local streets in East Canton; improve safety and efficiency by removing conflicts between vehicle types; improve conditions within East Canton by eliminating through truck traffic related inconveniences; provide an efficient highway that avoids lower speeds, stops, and turns; and foster desired economic development within an area not currently served by an efficient east/west highway. The US 30 Project will also provide support to the existing industry and future development through improved access to the region.

Name	Title	Phone Number
Dan Moeglin, P.E.	City Engineer, Canton Ohio	(330) 438-6903
Signature		Date
		7/27/09

MPO Acknowledgement <i>(If applicable)</i>		
Name	MPO	Phone Number
Tom Ault, SCATS Policy Committee Chair	Stark County Area Transportation Study	(330) 451-7498
Signature		Date
		7/27/09

ODOT District Acknowledgement		
Name	District	Phone Number
Jack Noble	4	(330) 786-4831
Signature		Date
		7/27/2009

APPENDIX A
ENVIRONMENTAL RE-EVALUATION

STA-30-18.35, PID 20344
**FINAL ENVIRONMENTAL IMPACT
STATEMENT REEVALUATION**

June 2007

Purpose and Need for Action

1975 FEIS – The 1975 FEIS included the following need statement:

“Since the early 1950’s approximately twenty-three years ago, the need for the relocation of US 30 on new alignment has been studied and requested. Studies have been done by local, regional, and state-wide planning groups to select alignments that would best serve the needs for the movement of people and goods. Several origin and destination traffic studies were made that illustrated the need for better traffic facilities to serve east-west traffic in the greater Canton area.

Traffic projections for the estimated time of completion amount to 49,000 vehicles daily for the segment between Whipple Avenue S.W. and Harrison Avenue S.W. In 1995 the traffic volumes are estimated to total 75,000 vehicles per day in the same highway section. The traffic volumes forecasted for the new highway are too high for efficient and safe utilization of the existing circuitous and congested traffic network.

US 30 is designed to provide a major east-west traffic route for central Stark County that will serve the vehicular transportation needs of residential, industrial, and business in the greater Canton area. US 30 is also an essential part of an intermediate belt system which will allow motorists to utilize access in all directions to move in, around and through the greater Canton community.”

Project History - The proposed project is the relocation of US 30 in Stark County from the existing Trump Avenue (CH 170) partial interchange to a new interchange to be built at SR 44 east of East Canton. The improvement of US 30 in this area has been under consideration for many years. Previous actions taken include:

- ◆ In 1956-57, the Ohio Department of Highways, now the Ohio Department of Transportation (ODOT), commissioned a consultant to determine an alignment to relocate US 30 between Canton and East Liverpool. ODOT later determined that the 1957 alignment was not feasible due to unacceptable ecological and cultural resource conflicts.
- ◆ In the early 1970’s, an effort was made to restudy the relocation corridor and develop a new alignment. However, financial constraints suspended the project before an alignment was selected.
- ◆ In 1990, ODOT prepared the *US 30 Implementation Study*. This document identified the tasks associated with the development process and estimated the cost for planning, design, and construction to improve US 30 across the State of Ohio. The primary objective for US 30 in Ohio was to improve it to a four-lane, divided, limited access facility to improve mobility throughout the corridor. To meet this objective, US 30 was divided into 14 segments across the state. Seven of these segments required extensive construction to become four-lane

limited access highways. The subject project (Trump Avenue to SR 44) was identified as being part of Segment XIII (Trump Avenue to SR 11).

- ♦ ODOT initiated the study of Segment XIII in December 1991. The project study area was selected to enable the proposed facility to serve the communities currently served by existing US 30. The new limited access facility would avoid developed and environmentally sensitive areas to the maximum extent possible. The west project terminus was the US 30 interchange at Trump Avenue, which was to be constructed as part of the STA 30-29.696 relocation project. The east terminus was SR 11, a limited access 4-lane divided freeway that combines with US 30 to complete the highway route to the eastern edge of the State of Ohio. Since both of these termini are four-lane, limited access transportation facilities, this segment was identified as a gap closure project to make all of the segments coincide as similar continuous facilities.

Studies continued on this section through 2004. In 2004, the Ohio Department of Transportation decided to undertake implementation of the first construction segment of Segment XIII (Trump Avenue to SR 44). This segment was originally included in the Final Environmental Impact Statement approved by FHWA in 1975 for US 30 from Canton to East Canton.

2006 Purpose and Need – The following Purpose and Need Statement has been developed for the STA-30-18.35 project (Trump Avenue to SR 44).

Existing Facility - US 30 extends 242 miles across Ohio from Indiana to West Virginia. After the anticipated 2007 completion of a major 26-mile long project in Hancock and Wyandot Counties, almost the entire length of US 30 from the Indiana line to the Trump Avenue interchange will be either four-lane divided highway or four-lane limited-access highway. US 30 from Trump Avenue to the SR 11 interchange east of Lisbon will be the only remaining segment that is primarily two-lane roadway.

The current project area includes the portion of US 30 that traverses through portions of Canton and Osburg Townships and the Village of East Canton in Stark County. The existing US 30 roadway between Trump Avenue and SR 44 varies from a five-lane to a two-lane roadway. Key problems that are present with the existing facility include:

- The existing alignment is typified by substandard vertical and horizontal geometry, with several vertical curve deficiencies within the study area. As a result, there are insufficient sight distances for frontage access points.
- The route through East Canton involves several traffic signals. Two turn movements are required in the Village of East Canton. Large trucks have difficulty negotiating these turns due to the horizontal and vertical curve deficiencies.

For the reasons noted above, the existing US 30 facility does not serve as an efficient means of transportation for through traffic and freight transport.

Access Ohio – In 2004, the Ohio Department of Transportation prepared *Access Ohio 2004-2030*. Access Ohio identified five key statewide transportation goals:

1. Transportation Safety – ODOT will continually reduce the number and severity of crashes.
2. Economic Development and the Quality of Life – ODOT will support transportation improvement projects which promote Ohio's economy, foster economic development, and enhance the quality of life.

3. Efficient, Reliable Transportation Flow – ODOT will reduce traffic congestion and improve travel reliability.
4. System Preservation – ODOT will plan and sustain a manageable and predictable schedule of existing transportation system maintenance within an \$825 million annual system preservation budget.
5. Resource Management – ODOT will efficiently manage resources to execute core business functions while maintaining the highest-possible levels of quality and productivity.

Access Ohio identified a number of key “macro corridors” in the state, including “Corridor 12” (US 30/62/SR 14–Mansfield to Pennsylvania). Within Corridor 12, US 30 is considered as a cross-state route, while US 62/SR 14 primarily serves intra-regional travelers commuting within Stark, Columbiana and Mahoning Counties.

Access Ohio identified the following objectives for Corridor 12:

1. *Provide improved intermodal connections to rural areas.*
2. *Continue converting US 30 from Mansfield to SR 9, east of Canton, and portions of US 62 to a four lane limited access facility.*
3. *Improve safety, congestion, and access management control along the corridor.*
4. *Support the preservation and enhancement initiatives along the Ohio and Erie corridor.*
5. *Protect the natural and built environment from impacts resulting from transportation facilities and services that enhance the livability and sustainability within the region.*

The Access Ohio list of 2004 to 2030 Recommended Major Improvements (Corridor 12) included improving US 30 to be a four-lane limited access highway from Trump Avenue to SR 44.

Regional System Linkage - US 30 serves as a major east/west connector between Ohio cities and villages, including Van Wert, Lima, Upper Sandusky, Bucyrus, Mansfield, Wooster, Massillon, Canton, Minerva, Lisbon and East Liverpool. US 30 also serves as an interstate connector, linking Ohio with Fort Wayne, Indiana, and Pittsburgh, Pennsylvania. With interchanges at I-75, I-71 and I-77 in Ohio, US 30 is a major link in the north-central Ohio highway network carrying volumes ranging from approximately 4,500 vehicles per day in Allen County to up to 40,000 vehicles per day near Canton. The nearest east/west limited access facilities beyond the project area are I-76 and I-80, 25 and 35 miles to the north respectively, and I-70, 45 miles to the south.

On the regional level, US 30 is important as a connector from I-77 to SR 11. SR 11 is a divided freeway that combines with US 30 to complete the highway route to the eastern edge of the State of Ohio. In Ohio, I-77 is a north-south highway connecting Cleveland and Marietta, passing through Akron, Canton, New Philadelphia, and Cambridge. Of particular importance to the project area is the connection to the City of Canton, the largest city with the highest traffic volume along US 30 through Ohio. The City of Canton serves the project area as an employment, shopping and service center.

Several groups of transportation users are projected to benefit from an improved US 30 facility in the project corridor. A few of the primary beneficiaries are:

- Commuters from the project area traveling to employment centers in Canton and other communities;
- Industrial and manufacturing businesses in the project vicinity;

- Residents of the Village of East Canton;
- Residents of rural areas in Stark County (Osnaburg Township);
- East/west travelers crossing Ohio between paralleling I-76 and I-80 to the north and I-70 to the south;
- Transporters of agricultural products from the region; and
- Through truck freight transporters between Canton, Pittsburgh, I-77, I-71, and SR 11.

Traffic Volume - The Ohio Department of Transportation Office of Technical Services and the Stark County Areawide Transportation Study (SCATS) provided existing (2005) and design year (2030) average daily traffic (ADT) volumes along existing US 30 in the project corridor (see Appendix 8). These future traffic volumes are based on the assumption that there would be no major improvements that would affect the traffic-carrying capacity of the highway.

The existing traffic along US 30 through East Canton is about 9,000 vehicles per day (2005), with about 7% truck traffic. If no major improvements are provided, traffic will increase to about 11,300 vehicles per day by the design year 2030. However, if US 30 is relocated around East Canton, traffic on the existing highway through East Canton will be 4,000-4,050 vehicles per day in 2030. If traffic is diverted to a new limited-access facility, traffic volumes on the existing US 30 facility will be substantially reduced, serving East Canton in a more efficient and safe manner.

Comment:

Level of Service - Level of Service (LOS) is a qualitative measure of traffic operations and conditions taking into account (directly or indirectly) the effect of several factors, including speed (design and actual), travel time, traffic interruptions, freedom to maneuver, safety, driving comfort, convenience and operating costs. Level of Service is rated from A to F, with A being the highest level. For rural highways, level of service criteria are defined in terms of density of traffic, as follows:

- Level A represents complete free flow condition, where the operation of vehicles is unaffected by the presence of other vehicles and only constrained by geometric features of the facility and driver preferences.
- Level B is also indicative of free flow, although the presence of other vehicles begins to be noticeable.
- Level C represents a range in which the influence of traffic density on operations becomes marked. The ability to maneuver within the traffic stream and to select an operating speed is clearly affected by the presence of other vehicles. Average travel speeds are reduced to about 50 mph on 70-mph design sections and minor disruptions may be expected to cause serious local deterioration in service.
- Level D represents an unstable condition for traffic flow. Speeds and maneuverability are severely restricted.
- Level E represents operations at or near capacity and is quite unstable. Minor disruptions result in queues and lead to Level F, which is forced or breakdown flow, with complete traffic stoppages.

Level of Service in the project corridor by section was recorded in 2000. The LOS from Trump Avenue to SR 44 is currently at LOS C. If US 30 is not relocated, the LOS will deteriorate to D by the Design Year. If US 30 is relocated, the LOS on the existing roadway will improve to LOS B. The existing and projected traffic volumes vary through the project

area, and such differences affect the LOS. Generally, the higher the traffic volume, the lower the LOS for an individual section along the two-lane highway.

The proposed project would provide through travelers and local travelers with a highway facility that would operate at a desirable level of service through the year 2030 and beyond. The level of service (LOS) of the new facility is anticipated to be C for the entire project area through the year 2030.

Safety - The Ohio Department of Public Safety (ODPS) Traffic Crash Records Section provided traffic accident data for crashes occurring on US 30 in the project study area. Crashes that occurred from January 1, 1996 to December 31, 1997 were tabulated with specific information regarding the location, type of crashes, types of vehicles, speeds, conditions, and various other factors. The 1996-1997 crash rate for US 30 in the study area was 3.58 crashes per million vehicle miles. For comparison purposes, the 2001-2003 statewide accident rate for two-lane rural highways was 1.64 accidents per million vehicle miles traveled. Clearly, the accident rate of the existing facility is above the statewide rate for similar highways. The statewide rate for four-lane, rural, divided highways (such as the proposed facility) is 1.12 accidents per million vehicle miles. It is anticipated that the proposed facility would have a considerably lower crash rate than the existing facility.

The signalized intersection of Trump Avenue at existing US 30 was identified as a "high crash" location in the *Accident Analysis, STA/COL-30-18.35/0.00* (ms consultants, 2001). In particular, a high rate of "angle-type" accidents was noted. Countermeasures were implemented in 2001 to correct possible deficiencies and improve intersection operation.

The separation of through traffic from local trips, including school busses, mail delivery and garbage trucks, will reduce the frequency of crashes along the existing US 30 facility. The reduction in the number of crashes will result in fewer fatalities and injuries and reduced property damage.

Efficiency and Travel Time - The existing conditions on US 30 do not allow a uniform flow of traffic, resulting in time delays and an increased consumption of fuel. Currently, travel from the Trump Avenue interchange to SR 44 south requires about 6.59 minutes, with about 56 seconds of stop time at the existing intersections. Relocating US 30 would reduce this travel time by about 3 minutes.

Police, fire, and emergency medical service response times would also be improved, as response times to emergency situations will be reduced. As there are no hospitals in the corridor area, improvements to response and travel times of local emergency services to transport people to hospitals in Canton would be a benefit to the service area of US 30.

Truck Traffic - Problems associated with truck traffic are among the most persistent complaints of those traveling or residing along US 30 in East Canton. The elimination of through truck traffic along existing US 30 would improve traffic flow and reduce traffic noise, leaving only local truck traffic. This would improve living conditions in residential neighborhoods. Also, through trucks traveling on the proposed facility would be able to transport goods through the project area in less time and at less cost.

Economic Development - *ACCESS OHIO*, the Ohio Department of Transportation's Long-Range Transportation Plan, conducted an in-depth study of the relationship between

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2007-2008

transportation system investments and economic development. Based on this analysis, the entire US 30 corridor in Ohio was identified as one of the most critical statewide corridors, and was programmed for major improvements. The economic development potential for an area is dependent on the accessibility to an efficient highway system for businesses receiving supplies and shipping goods, for employees traveling to work centers, and for consumers traveling to shopping and service facilities.

Local officials generally have expressed the need for an improved highway facility to support and generate economic development within the project area. The current lack of a limited access facility hinders the expansion of existing companies within the area, and the selection of sites within the project area for new businesses.

Improved highway access would make eastern Stark County more attractive to businesses that require access to efficient transportation systems. The potential economic benefits of highway improvements would include increased opportunities for employment and an increased tax base to support public schools, safety services and infrastructure. Existing major employers in and near East Canton include Nexpak, DLH Industries, Koch-Glitsch LP/Koch Knight LLC, and Resco Industries.

Officials and local businesses in the project area are generally supportive of improved transportation facilities. Many local officials attribute the overall lack of recent economic development in part to the fact that the area is not served by a continuous four-lane divided highway.

Organizations and agencies that have expressed their full support for the upgrading and expansion of US 30 as a necessary element of future regional economic development include the US 30 Highway Committee, the Stark County Area Transportation Study (SCATS), and the Ohio Department of Development, District 11.

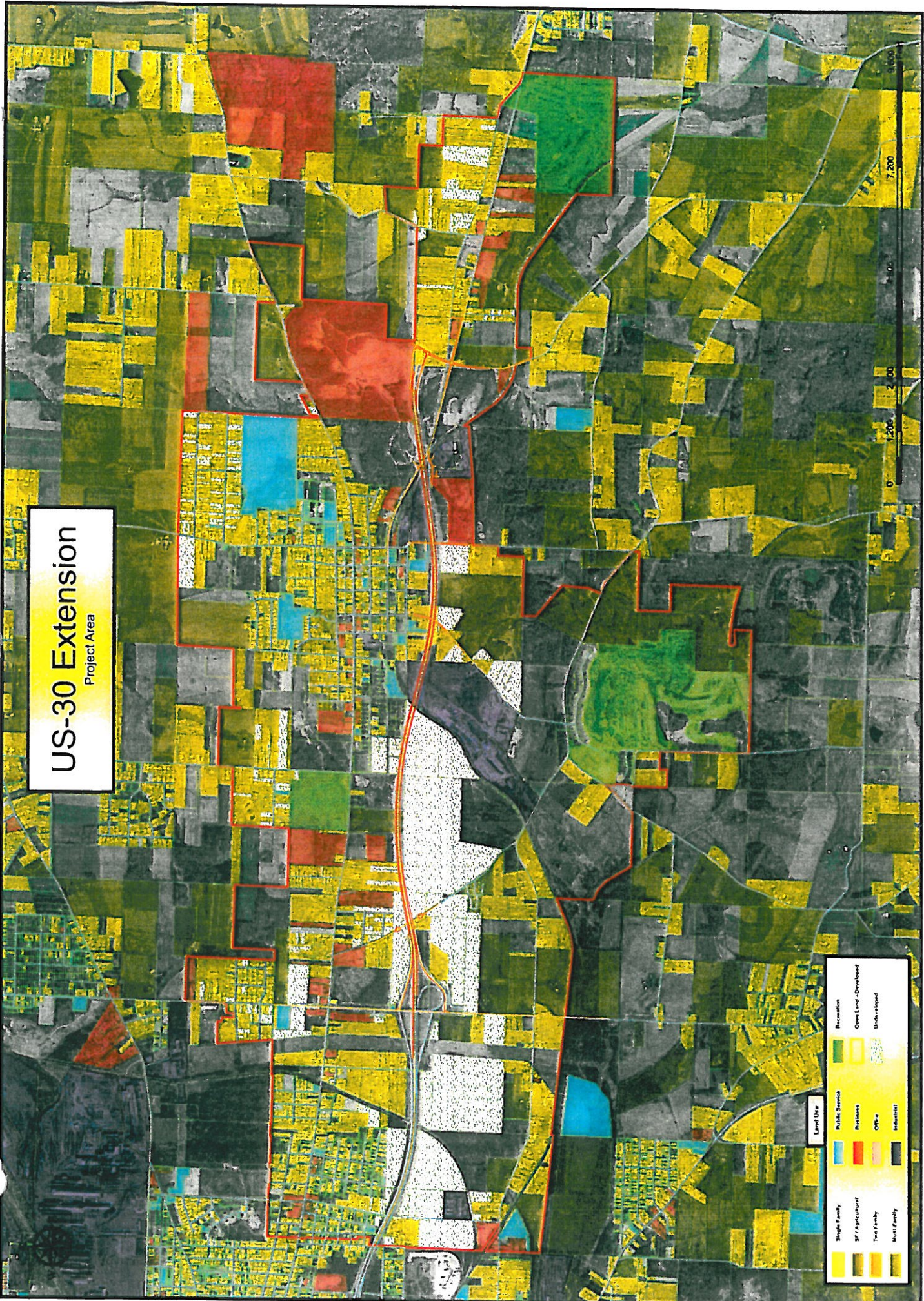
Summary - The following needs have been identified in the STA-30-18.35 project area:

- Provide an efficient east/west route to link the eastern portion of Stark County to the region;
- Improve the level of service for through and local traffic;
- Improve safety for through and local travelers on US 30, a facility which currently experiences crash rates considerably higher than statewide averages;
- Improve safety by removing through traffic and the majority of truck traffic from local streets in East Canton;
- Improve safety and efficiency by removing conflicts between vehicle types;
- Foster desired economic development within an area not currently served by an efficient east/west highway; and
- Support existing industry and future development through improved access to the region.

APPENDIX B
MAPS (PROJECT AREA, LAND USE)

US-30 Extension Project Area

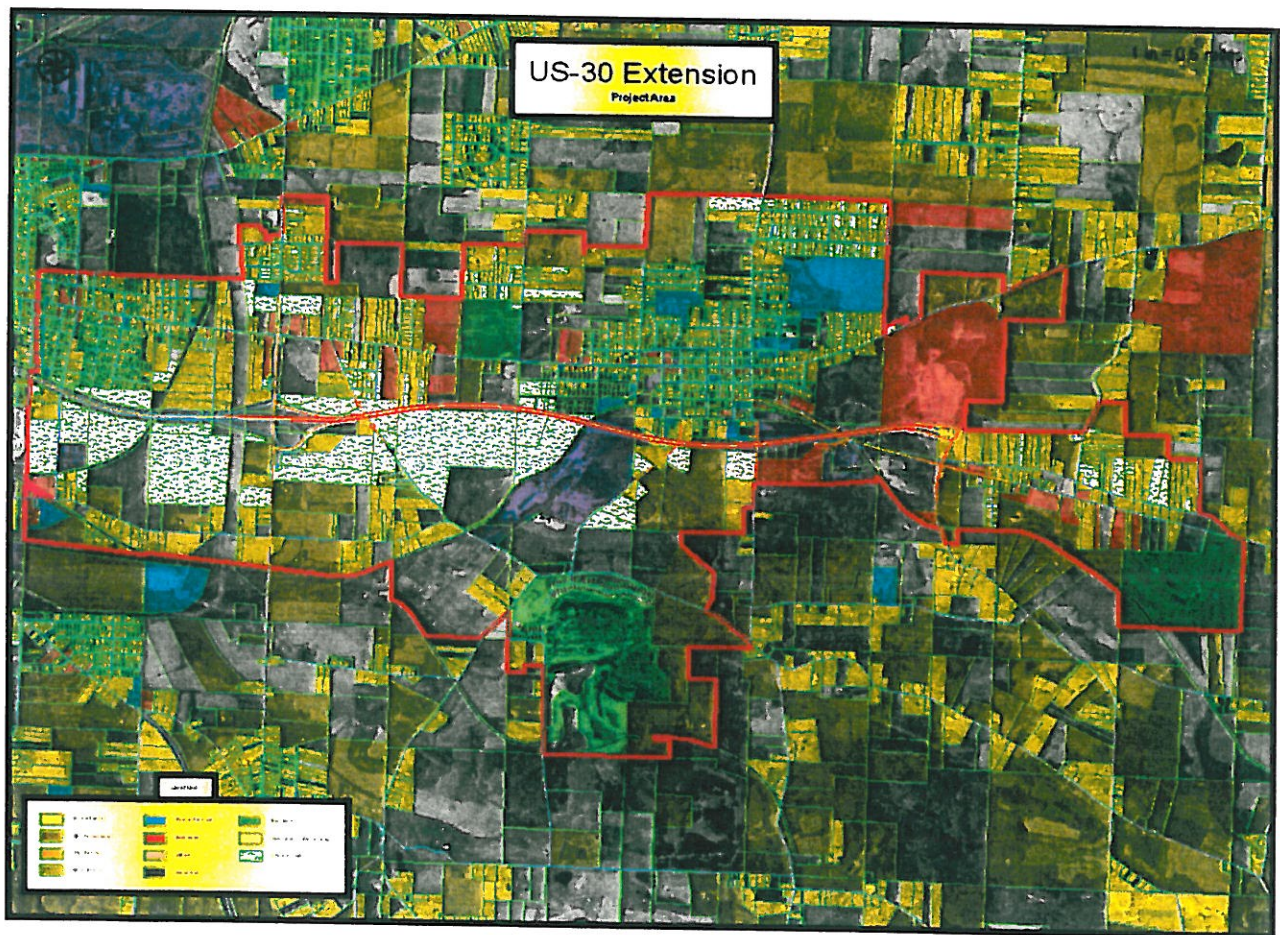
Project Area



Legend Use	
Single Family	Public Service
SF / Agricultural	Business
Two Family	Office
Multi-Family	Industrial
Recreation	Open Land - Developed
Undeveloped	

Land Use	Area (Square Miles)	Percent of Area
Business	0.53	7.9%
Industrial	0.26	3.9%
Office	0.02	0.3%
Open Land with Infrastructure	1.79	26.9%
Public Service	0.19	2.8%
Recreation	0.54	8.0%
Residential	2.49	37.4%
Undeveloped	0.84	12.7%
Total	6.66	

Percent Developed Area: 87.3%
Percent Undeveloped Area: 12.7%



APPENDIX C
C.E.D.A. DOCUMENT

CANTON TOWNSHIP - CITY OF CANTON
COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT
AND ANNEXATION AGREEMENT
“LEMMON ASSOCIATION CEDA”

This Agreement is made at Stark County, Ohio, by and between the Board of Trustees for Canton Township, Stark County, Ohio, whose mailing address is 4711 Central Avenue, S.E., Canton, Ohio 44707, (hereinafter referred to as “Township”), and the City of Canton (hereinafter referred to as “City”), whose mailing address is 218 Cleveland Avenue, S.W., Canton, Ohio 44702.

WITNESSETH:

WHEREAS, Township and City desire to establish a Cooperative Economic Development Agreement and Annexation Agreement (“CEDA”) as permitted under Ohio Revised Code Section 701.07 and 709.192 for the development of certain real property (hereinafter referred to as the “Property”), as more fully described on Exhibit A attached hereto, which property is situated in Township; and

WHEREAS, the foregoing described Property is proposed for annexation to City from Township; and

WHEREAS, Township and City are desirous of entering into a CEDA which contemplates that the Property will be annexed into the City, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property; and

WHEREAS, both Township and City residents will benefit from the provisions of the Agreement; and

WHEREAS, pursuant to the requirements of Revised Code Section 701.07(A), a joint public hearing was held on _____, 2006, notice of which was provided as required by law; and

WHEREAS, Canton Township has agreed to enter into this CEDA, pursuant to Resolution No. _____, dated _____, 2006; and the City of Canton has agreed to enter into this CEDA, by Ordinance No. _____, dated _____, 2006;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to Ohio Revised Code Sections 701.07 and 709.192, the parties agree as follows:

ARTICLE 1

THE PROPERTY

The Property shall consist of a certain _____ +/- acre parcel located in Canton Township, Stark County, Ohio, as further described on Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described on Exhibit A may be amended upon written agreement of the parties.

ARTICLE 2

ANNEXATION

A. The parties contemplate that the Property shall be annexed into the City of Canton, pursuant to and subject to the requirements of Ohio Revised Code Chapter 709. Township agrees that annexation of the Property may occur in one proceeding, or in several separate proceedings, at the discretion of the City and when effected by the property owners. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.

B. The parties agree that whenever any of the Property is annexed into the City of Canton, it shall remain in Canton Township, and not become part of McKinley Township after the approval and acceptance of said annexation. The Township and City shall fully cooperate with State and

County officials to create an additional taxing district if necessary.

C. The parties agree that if any other property in the Township is annexed into the City, Exhibit A shall be amended so as to include that real property in this CEDA, subject to all terms and conditions herein.

D. The City agrees not to annex any property in Canton Township into the City unless the property owner requests to be annexed.

ARTICLE 3

COOPERATION OF TOWNSHIP

A. Township hereby assents to the annexation of the Property to City. Township further agrees to authorize its designated representative to sign any Petitions prepared by City, or its agents, to agree to the annexation of any roadways or other property owned by it within the Property area.

B. Township further agrees, at the written request of the City, to appear at any hearings before the Stark County Board of Commissioners and assist City in the annexation of the Property, including providing testimony under oath that Township agrees to the annexation.

C. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.

D. Township agrees and covenants that it (1) will not assist or encourage any person or entity owning all or portion of the Property to petition for the detachment of all or any portion of the Property from the City and (2) it will not advocate for the detachment of all or any portion of the Property from the City at the public hearing before the Stark County Board of Commissioners or to any individual member of the Board of Commissioners.

ARTICLE 4

ALLOCATION OF TAX REVENUES AND DURATION

A. For purposes of this Article, "Township taxes" means the taxes against the real and tangible personal property that would have been charged by and/or payable to the Township, if no annexation had occurred. It is agreed that the Property shall remain in Canton Township and not become a portion of McKinley Township following the approval and acceptance of said annexation. The Township and City shall fully cooperate with State and County officials to create an additional taxing district, if necessary.

B. This Agreement is intended to provide Township during the term of this Agreement with one hundred percent (100%) of the tax revenue it would have received from the Property if the annexation had not taken place, including current and future real property and personal property tax revenue under Township millage rates in effect at the time of collection.

C. The parties agree that during the term of this Agreement, all Township taxes collected by the Stark County Auditor after the annexation is accepted by the City by resolution or ordinance will be paid directly to Township. This would also include Township taxes generated as a result of new businesses located on or in the Property, after annexation. All such taxes shall be paid at whatever Township millage or other taxing rate is existing at the time the collection is made by the Stark County Auditor.

D. The parties further agree that, during the term of this Agreement, taxes for any Township levy, that the Township would have received but for the annexation of the property, shall be paid to the Township at the time collection is made by the Stark County Auditor, under millage rates in effect at the time of the collection.

E. In the event that any such taxes which by the terms of this Agreement are to be paid to Township, are collected by the Stark County Auditor and paid to City instead of Township, City agrees to promptly remit to Township an amount equal to said taxes it receives. Payment by City to Township of any taxes erroneously received shall be made within thirty (30) days of the receipt of such funds from the County Auditor, or of discovery of such error.

F. Notwithstanding the above, any amounts of real property and personal property taxes that City may be entitled to receive for City millage only, over and above the amount Township receives or would have received under then existing Township millage rates if the annexation had not taken place, shall be paid to City.

G. Township shall receive the tax revenues set forth herein for the duration of this Agreement, as set forth in Article 9 below.

ARTICLE 5

TAX ABATEMENTS

It is the intent of the parties that the Property may be subject to real and personal property tax abatements. However, in the event that the City may grant real and/or personal property tax abatements to property owners and businesses located on or within the property, such tax abatements shall meet all requirements of the Revised Code, to include Sections 5709.62 et seq., as now written or as the same may be amended. The City shall notify the Township of any tax abatement applications.

The City agrees that if it approves a real or personal property tax abatement that exceeds sixty percent (60%), it shall pay the Township the difference between sixty percent (60%) and the percentage so abated. The Township shall forward to the Canton Local School Board the amount

of that percentage to which it is entitled under the formula in place at that time. The Township agrees that if the City grants any real or personal property tax abatements that reduce the taxes to which the Township would otherwise be entitled, and the abatement so granted is less than sixty percent (60%) or less, then the City shall have no obligation to pay any contribution to the Township for such real or personal property taxes.

ARTICLE 6

OTHER TAXES

A. Estate Taxes. During the term of this Agreement, City and Township agree to equally share any and all estate taxes received by either or levied in connection with the Property depicted in the attached Exhibit "A" pursuant to Section 5731.02 of the Ohio Revised Code.

B. Income Taxes. City shall receive all City income taxes from all persons and/or entities located, residing in and/or working within the Property.

C. Miscellaneous Fees. The Township and City agree that the Township shall receive all fees from any landfills, transfer stations, junkyards and/or adult entertainment uses of the property, which it would have been entitled to receive but for the annexation of the Property.

D. Liquor Tax. The City agrees the City and Township shall share equally in any liquor tax levied or collected in the Property.

E. Other and Future Taxes. The parties agree that, during the term of this Agreement, new taxes may be approved and/or modifications of taxes may be authorized by the state legislature and some current taxes may be approved, modified, replaced, added to, changed or eliminated. The parties, therefore, agree to meet and discuss any new tax or modification involving the subject Property of this Cooperative Economic Development Agreement which arises, or if local government

or other current taxes are approved, modified, replaced, added to, changed or eliminated. The parties will use their best efforts to cooperate to benefit both in the event of such changed circumstances regarding any tax change.

ARTICLE 7

TAX VALUATION CHALLENGES

The parties agree that either or both may object to the tax assessments or evaluations or re-evaluations of property involved in the CEDA from time to time.

The parties shall cooperate with each other such that the party with the legal standing to challenge such assessments or evaluations or re-evaluations shall diligently pursue those challenges on behalf of itself and/or the other party.

ARTICLE 8

POST ANNEXATION GOVERNMENTAL SERVICES

Zoning.

A. Upon annexation, City shall consult Township regarding proposed zoning of the Property and City agrees to use its best efforts to zone the Property or otherwise keep it compatible with the surrounding territory. The parties agree that the Property shall be zoned so as to best encourage business and economic development in furtherance of the objectives of this agreement. In the event that another use is proposed by the landowners and/or their agents, such use shall be subject to the zone change procedures of the City. In the event that another use is proposed by the landowners and/or agents and the proposed use is prohibited by the Township's zoning resolution and is permitted under the City zoning ordinances, the parties shall meet to determine the zoning classification that is in the best interest of the Property and with the minimum impact upon Township

area not included within the Property. Notwithstanding any of the above, all City regulations regarding zoning and planning shall be applicable to the Property. The City shall notify Township of any proposed zoning changes. The City agrees to share equally all zoning fees derived from the Property, and to account for and remit on a monthly basis one-half (½) of said fees to the Township for a period of twenty (20) years.

B. If the City's zoning ordinances permit uses which are clearly incompatible with Township's zoning regulations on the adjacent land remaining in the Township from which the Property was annexed, the City of Canton will require, in the zoning ordinance permitting the incompatible uses, the owner of the Property to provide a buffer separating the use of the Property and the adjacent land remaining with the Township. For purposes of this section, "buffer" includes open space, landscaping, fences, walls and other structure elements, streets and street rights of way, and bicycle and pedestrian paths and sidewalks.

Standard Governmental Services.

The City shall provide to the Property the following municipal services: fire, waste collection, police, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sewer services. The parties agree that the Property is entitled to standard governmental services by the City in the same manner such services are provided to other areas of the City.

Fire Protection and Emergency Medical Services.

City and Township shall provide to the Property automatic aid for fire and emergency

medical services. Township and City shall enter and maintain appropriate Automatic Aid Agreements to insure full cooperation between the Township and City Fire and Emergency Medical Services Departments. The parties agree that the Property is entitled to standard fire protection and emergency medical services by the City and Township in the manner such services are provided to other areas of the City and Township. A separate agreement for the type and conditions of automatic aid shall be entered into by the parties within ninety (90) days of the final approval of this agreement.

Water.

1. City agrees that, beginning in the year _____, the City will design, bid and extend a water main to the Property and provide water to the Property at prevailing City water rates.

2. The City may bring water into the Township pursuant to a preliminary plan that will be for separate, designated areas of the Township. Separate contracts for each designated area will determine the terms and conditions for the implementation of the plan as a whole or in phases.

3. The City shall charge the outside rate for any Township residents, outside the Property area, but the City shall not require any such resident to sign an annexation proxy or consent as a condition precedent to obtaining water service, unless said resident's property is contiguous to the City's corporate municipal boundary line.

Sewer.

The parties agree that as the Township is part of the Stark County Metropolitan Sewer District, they will adhere to the 1974 Canton/Stark County Sewer Service Agreement, as amended, see Supplements No. 14 and No. 15, attached hereto as Exhibits B and C.

Roadway Maintenance.

All roadways within the Property that would have been the Township's responsibility to

maintain and improve but for the annexation shall become the responsibility of the City to maintain and improve. This shall include routine road and street maintenance, including lighting, snowplowing, repairing of chuckholes and signage. This shall also include the cost of road capital improvements. All roads that, absent annexation, would have been considered and maintained as Township's roads, shall count as Township's roads for road tax purposes and gas tax distribution.

The parties specifically agree that these provisions are both authorized and necessary under the CEDA and under ORC 701.07.

ARTICLE 9

LENGTH OF AGREEMENT

The parties agree that, due to the extensive nature of the municipal service to be extended to the CEDA area, and due to the financial impact on the Township in losing the area to annexation, and because this Agreement is intended for the long-term future to set a cooperative basis for agreements between the Township and City, the initial term of this Agreement shall be for ninety-nine (99) years from the date of acceptance of annexation of the Property by City by ordinance or resolution. In the event such annexation shall occur in separate proceedings, the initial term shall be ninety-nine (99) years after the last parcel contained in the Property is accepted by the City.

This Agreement will be renewed for an additional fifty (50) year term unless either party, by official legislative action, gives written notice to the other party of its intent not to renew on or before ninety (90) days prior to the extension of the initial term.

ARTICLE 10

MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this

Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Stark County Common Pleas Court. The parties retain all legal rights available to them under this Agreement and under the law.

If a party to this Agreement believes the other party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of monies due under this Agreement, the complaining party shall give notice to the other party clearly stating what breach the complaining party believes has occurred. The party receiving that notice has ninety (90) days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety (90) day period, then the complaining party may seek its remedies under this Agreement, including but not limited to suit for recovery of the money due under the Agreement, suit for specific enforcement of this Agreement, or terminate the Agreement by giving notice of termination to the other party.

ARTICLE 11

MUNICIPAL POWER

Nothing in this Cooperative Economic Development Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

ARTICLE 12

CLARIFICATION OF REVENUE SHARING

Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between the City and Township. All language within this Agreement is to be interpreted pursuant to ORC 701.07(D), that any reference to any sharing of taxes is to be construed such that

the proceeds of those taxes are to be used to make the payments authorized in the Agreement. The parties do not consider estate taxes to be a tax levy.

ARTICLE 13

ADDITIONAL TERMS AND CONDITIONS

The parties agree to study ways in which the City and Township can work together for the benefit of residents of both entities and explore potential future areas for additional community economic development agreements, annexation agreements and for joint economic development district agreements and efforts.

To this end, the City and Township agree as follows:

A. Within two (2) weeks of the signing of this Agreement and the approval of the Agreement by Resolution of the Township and Ordinance of the City, the parties may form a committee, as follows: the Board of Trustees may name a Township Trustee and the Township Clerk, and the President of City Council shall name the Mayor or the Mayor's designee, and a member of Canton City Council, subject to confirmation by a majority of the members of City Council, to a committee to study ways in which the City and Township can work together for the benefit of residents of both City and Township. This committee is to study such matters as cooperation in providing police and fire services, exploring potential future areas for joint economic efforts by the City and Township, and other methods by which the City and Township can work together to benefit the residents of both communities. The committee shall also explore and recommend to the other elected officials any methods by which the City and Township might work together for the benefit of the respective residents of those communities. Committee members shall serve a four (4) year term, but may be reappointed for additional terms under the procedure set forth

above. Any committee member who no longer holds his or her Township or City office shall no longer be on the committee and shall be replaced by another such officeholder, in the manner as set forth above.

B. The parties further agree that the Committee referenced above will act in a consultative manner regarding development issues for the Property within the Exhibit A area and for any other real property within Canton Township, Stark County, Ohio.

ARTICLE 14

LIBERAL CONSTRUCTION

The parties agree that just as ORC 701.07 is to be liberally construed to allow parties to enter into Cooperative Economic Development Agreements, the parties agree that this Agreement shall be liberally construed in order to facilitate the desire of both parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing by City, Township, County and State of Ohio, in the benefits of economic development, even if the economic development does not occur in an unincorporated area. Further, each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by ORC 701.07.

ARTICLE 15

MODIFICATION

This Agreement may not be modified except by official legislative action of both City and Township.

This Agreement may be terminated prior to the expiration of its terms by mutual consent of City and Township, as evidenced by official legislative action by each, or as provided by Article 10 herein.

ARTICLE 16

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to Ohio Revised Code 701.07 in all respects.

ARTICLE 17

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the entire Agreement of the parties and supersedes any prior understandings or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

ARTICLE 18

GOVERNING LAW

This Agreement, and all the rights, duties and obligations of City and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Stark County, Ohio.

ARTICLE 19

PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, members, officials, trustees, employees, representatives, assigns and successors.

Executed, in duplicate, at Stark County, Ohio, on the date set forth below.

Signed and Acknowledged:

THE CITY OF CANTON

THE BOARD OF TRUSTEES FOR
CANTON TOWNSHIP

By: _____

By: _____

Its: _____

By: _____

Date: _____

By: _____

Dated: _____

Dated: _____

APPROVED:

Joseph Martuccio
City of Canton Law Director

Deborah A. Dawson
Assistant Stark County Prosecutor
for Canton Township Board of Trustees

OSNABURG TOWNSHIP - CITY OF CANTON
COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT
AND ANNEXATION AGREEMENT
“STARK CERAMICS, INC.; KOCH KNIGHT & THE QUARRY CEDA”

This Agreement is made at Stark County, Ohio, by and between the Board of Trustees for Osnaburg Township, Stark County, Ohio, whose mailing address is 7115 Hillvale, S.E., East Canton, Ohio 44730, (hereinafter referred to as “Township”), and the City of Canton (hereinafter referred to as “City”), whose mailing address is 218 Cleveland Avenue, S.W., Canton, Ohio 44702.

WITNESSETH:

WHEREAS, Township and City desire to establish a Cooperative Economic Development Agreement and Annexation Agreement (“CEDA”) as permitted under Ohio Revised Code Section 701.07 and 709.192 for the development of certain real property (hereinafter referred to as the “Property”), as more fully described on Exhibit A attached hereto, which property is situated in Township; and

WHEREAS, the foregoing described Property is proposed for annexation to City from Township; and

WHEREAS, Township and City are desirous of entering into a CEDA which contemplates that the Property will be annexed into the City, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property; and

WHEREAS, both Township and City residents will benefit from the provisions of the Agreement; and

WHEREAS, pursuant to the requirements of Revised Code Section 701.07(A), a joint public hearing was held on _____, 2006, notice of which was provided as required by law; and

WHEREAS, Osnaburg Township has agreed to enter into this CEDA, pursuant to Resolution No. _____, dated _____, 2006; and the City of Canton has agreed to enter into this CEDA, by Ordinance No. _____, dated _____, 2006;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to Ohio Revised Code Sections 701.07 and 709.192, the parties agree as follows:

ARTICLE 1

THE PROPERTY

The Property shall consist of a certain _____ +/- acre parcel located in Osnaburg Township, Stark County, Ohio, as further described on Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described on Exhibit A may be amended upon written agreement of the parties.

ARTICLE 2

ANNEXATION

A. The parties contemplate that the Property shall be annexed into the City of Canton, pursuant to and subject to the requirements of Ohio Revised Code Chapter 709. Township agrees that annexation of the Property may occur in one proceeding, or in several separate proceedings, at the discretion of the City and when effected by the property owners. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.

B. The parties agree that whenever any of the Property is annexed into the City of Canton, it shall remain in Osnaburg Township, and not become part of McKinley Township after the approval and acceptance of said annexation. The Township and City shall fully cooperate with State

and County officials to create an additional taxing district if necessary.

C. The parties agree that if any other property in the Township is annexed into the City, Exhibit A shall be amended so as to include that real property in this CEDA, subject to all terms and conditions herein.

D. The City agrees not to annex any property in Osnaburg Township into the City unless the property owner requests to be annexed.

ARTICLE 3

COOPERATION OF TOWNSHIP

A. Township hereby assents to the annexation of the Property to City. Township further agrees to authorize its designated representative to sign any Petitions prepared by City, or its agents, to agree to the annexation of any roadways or other property owned by it within the Property area.

B. Township further agrees, at the written request of the City, to appear at any hearings before the Stark County Board of Commissioners and assist City in the annexation of the Property, including providing testimony under oath that Township agrees to the annexation.

C. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.

D. Township agrees and covenants that it (1) will not assist or encourage any person or entity owning all or portion of the Property to petition for the detachment of all or any portion of the Property from the City and (2) it will not advocate for the detachment of all or any portion of the Property from the City at the public hearing before the Stark County Board of Commissioners or to any individual member of the Board of Commissioners.

ARTICLE 4

ALLOCATION OF TAX REVENUES AND DURATION

A. For purposes of this Article, "Township taxes" means the taxes against the real and tangible personal property that would have been charged by and/or payable to the Township, if no annexation had occurred. It is agreed that the Property shall remain in Osnaburg Township and not become a portion of McKinley Township following the approval and acceptance of said annexation. The Township and City shall fully cooperate with State and County officials to create an additional taxing district, if necessary.

B. This Agreement is intended to provide Township during the term of this Agreement with one hundred percent (100%) of the tax revenue it would have received from the Property if the annexation had not taken place, including current and future real property and personal property tax revenue under Township millage rates in effect at the time of collection.

C. The parties agree that during the term of this Agreement, all Township taxes collected by the Stark County Auditor after the annexation is accepted by the City by resolution or ordinance will be paid directly to Township. This would also include Township taxes generated as a result of new businesses located on or in the Property, after annexation. All such taxes shall be paid at whatever Township millage or other taxing rate is existing at the time the collection is made by the Stark County Auditor.

D. The parties further agree that, during the term of this Agreement, taxes for any Township levy, which at this date are general fire, EMS and road levies, that the Township would have received but for the annexation of the property, shall be paid to the Township at the time collection is made by the Stark County Auditor, under millage rates in effect at the time of the

collection.

E. In the event that any such taxes which by the terms of this Agreement are to be paid to Township, are collected by the Stark County Auditor and paid to City instead of Township, City agrees to promptly remit to Township an amount equal to said taxes it receives. Payment by City to Township of any taxes erroneously received shall be made within thirty (30) days of the receipt of such funds from the County Auditor, or of discovery of such error.

F. Notwithstanding the above, any amounts of real property and personal property taxes that City may be entitled to receive for City millage only, over and above the amount Township receives or would have received under then existing Township millage rates if the annexation had not taken place, shall be paid to City.

G. Township shall receive the tax revenues set forth herein for the duration of this Agreement, as set forth in Article 9 below.

ARTICLE 5

TAX ABATEMENTS

It is the intent of the parties that the Property may be subject to real and personal property tax abatements. However, in the event that the City may grant real and/or personal property tax abatements to property owners and businesses located on or within the property, such tax abatements shall meet all requirements of the Revised Code, to include Sections 5709.62 et seq., as now written or as the same may be amended. The City shall notify the Township of any tax abatement applications.

The City agrees that if it approves a real or personal property tax abatement that exceeds sixty percent (60%), the property owner or business shall pay the Township the difference between sixty

percent (60%) and the percentage so abated. The Township shall forward to the Osnaburg Local School Board the amount of that percentage to which it is entitled under the formula in place at that time. The Township agrees that if the City grants any real or personal property tax abatements that reduce the taxes to which the Township would otherwise be entitled, and the abatement so granted is less than sixty percent (60%) or less, then the City shall have no obligation to pay any contribution to the Township for such real or personal property taxes.

ARTICLE 6

OTHER TAXES

A. Estate Taxes. During the term of this Agreement, City and Township agree to equally share any and all estate taxes received by either or levied in connection with the Property depicted in the attached Exhibit "A" pursuant to Section 5731.02 of the Ohio Revised Code.

B. Income Taxes. City shall receive all City income taxes from all persons and/or entities located, residing in and/or working within the Property.

C. Miscellaneous Fees. The Township and City agree that the Township shall receive all fees from any landfills, transfer stations, junkyards and/or adult entertainment uses of the property, which it would have been entitled to receive but for the annexation of the Property.

D. Liquor Tax. The City agrees the City and Township shall share equally in any liquor tax levied or collected in the Property.

E. Other and Future Taxes. The parties agree that, during the term of this Agreement, new taxes may be approved and/or modifications of taxes may be authorized by the state legislature and some current taxes may be approved, modified, replaced, added to, changed or eliminated. The parties, therefore, agree to meet and discuss any new tax or modification involving the subject

Property of this Cooperative Economic Development Agreement which arises, or if local government or other current taxes are approved, modified, replaced, added to, changed or eliminated. The parties will use their best efforts to cooperate to benefit both in the event of such changed circumstances regarding any tax change.

ARTICLE 7

TAX VALUATION CHALLENGES

The parties agree that either or both may object to the tax assessments or evaluations or re-evaluations of property involved in the CEDA from time to time.

The parties shall cooperate with each other such that the party with the legal standing to challenge such assessments or evaluations or re-evaluations shall diligently pursue those challenges on behalf of itself and/or the other party.

ARTICLE 8

POST ANNEXATION GOVERNMENTAL SERVICES

Zoning.

A. Upon annexation, City shall consult Township regarding proposed zoning of the Property and City agrees to use its best efforts to zone the Property or otherwise keep it compatible with the surrounding territory. The parties agree that the Property shall be zoned so as to best encourage business and economic development in furtherance of the objectives of this agreement. In the event that another use is proposed by the landowners and/or their agents, such use shall be subject to the zone change procedures of the City. In the event that another use is proposed by the landowners and/or agents and the proposed use is prohibited by the Township's zoning resolution and is permitted under the City zoning ordinances, the parties shall meet to determine the zoning

classification that is in the best interest of the Property and with the minimum impact upon Township area not included within the Property. Notwithstanding any of the above, all City regulations regarding zoning and planning shall be applicable to the Property. The City shall notify Township of any proposed zoning changes. The City agrees to share equally all zoning fees derived from the Property, and to account for and remit on a monthly basis one-half (½) of said fees to the Township for a period of twenty (20) years.

B. If the City's zoning ordinances permit uses which are clearly incompatible with Township's zoning regulations on the adjacent land remaining in the Township from which the Property was annexed, the City of Canton will require, in the zoning ordinance permitting the incompatible uses, the owner of the Property to provide a buffer separating the use of the Property and the adjacent land remaining with the Township. For purposes of this section, "buffer" includes open space, landscaping, fences, walls and other structure elements, streets and street rights of way, and bicycle and pedestrian paths and sidewalks.

Standard Governmental Services.

The City shall provide to the Property the following municipal services: fire, waste collection, police, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sewer services. The parties agree that the Property is entitled to standard governmental services by the City in the same manner such services are provided to other areas of the City.

Fire Protection and Emergency Medical Services.

City and Township shall provide to the Property automatic/mutual aid for fire and emergency medical services. Township and City shall enter and maintain appropriate Automatic/Mutual Aid Agreements to insure full cooperation between the Township and City Fire and Emergency Medical Services Departments. The parties agree that the Property is entitled to standard fire protection and emergency medical services by the City and Township in the manner such services are provided to other areas of the City and Township. A separate agreement for the type and conditions of automatic/mutual aid shall be entered into by the parties within ninety (90) days of the final approval of this agreement.

Water.

1. The City will design, bid and extend a water main of at least twelve (12) inches in diameter to the Property and provide water to the Property at prevailing City water rates. The water main shall be completed within one (1) year from the date of acceptance of the annexation of the Property by the City. Said timeline may be extended due to unforeseen circumstances, acts of God, or for other good and just cause.

2A. After obtaining the written approval of the Township Trustees, the City may bring water into the Township pursuant to a preliminary plan that will be for separate, designated areas of the Township. Separate contracts for each designated area will determine the terms and conditions for the implementation of the plan as a whole or in phases.

2B. The City shall charge the outside rate for any Township residents, outside the Property area, but the City shall not require any such resident to sign an annexation proxy or consent as a condition precedent to obtaining water service, unless said resident's property is contiguous to the

City's corporate municipal boundary line.

Sewer.

The parties agree that as the Township is part of the Stark County Metropolitan Sewer District, they will adhere to the 1974 Canton/Stark County Sewer Service Agreement, as amended, see Supplements No. 14 and No. 15, attached hereto as Exhibits B and C.

Roadway Maintenance.

All roadways within the Property that would have been the Township's responsibility to maintain and improve but for the annexation shall become the responsibility of the City to maintain and improve. This shall include routine road and street maintenance, including lighting, snowplowing, repairing of chuckholes and signage. This shall also include the cost of road capital improvements.¹ All roads that, absent annexation, would have been considered and maintained as Township's roads, shall count as Township's roads for road tax purposes and gas tax distribution.

General.

The parties specifically agree that these provisions in Article 8 are both authorized and necessary under the CEDA and under ORC 701.07.

ARTICLE 9

LENGTH OF AGREEMENT

The parties agree that, due to the extensive nature of the municipal service to be extended to the CEDA area, and due to the financial impact on the Township in losing the area to annexation, and because this Agreement is intended for the long-term future to set a cooperative basis for agreements between the Township and City, the initial term of this Agreement shall be for ninety-

¹See Exhibit D, attached, for 2007 road projects the City will complete.

nine (99) years from the date of acceptance of annexation of the Property by City by ordinance or resolution. In the event such annexation shall occur in separate proceedings, the initial term shall be ninety-nine (99) years after the last parcel contained in the Property is accepted by the City.

This Agreement will be renewed for an additional fifty (50) year term unless either party, by official legislative action, gives written notice to the other party of its intent not to renew on or before ninety (90) days prior to the extension of the initial term.

ARTICLE 10

MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Stark County Common Pleas Court. The parties retain all legal rights available to them under this Agreement and under the law.

If a party to this Agreement believes the other party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of monies due under this Agreement, the complaining party shall give notice to the other party clearly stating what breach the complaining party believes has occurred. The party receiving that notice has ninety (90) days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety (90) day period, then the complaining party may seek its remedies under this Agreement, including but not limited to suit for recovery of the money due under the Agreement, suit for specific enforcement of this Agreement, or terminate the Agreement by giving notice of termination to the other party.

ARTICLE 11

MUNICIPAL POWER

Nothing in this Cooperative Economic Development Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

ARTICLE 12

CLARIFICATION OF REVENUE SHARING

Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between the City and Township. All language within this Agreement is to be interpreted pursuant to ORC 701.07(D), that any reference to any sharing of taxes is to be construed such that the proceeds of those taxes are to be used to make the payments authorized in the Agreement. The parties do not consider estate taxes to be a tax levy.

ARTICLE 13

ADDITIONAL TERMS AND CONDITIONS

The parties agree to study ways in which the City and Township can work together for the benefit of residents of both entities and explore potential future areas for additional community economic development agreements, annexation agreements and for joint economic development district agreements and efforts.

To this end, the City and Township agree as follows:

A. Within two (2) weeks of the signing of this Agreement and the approval of the Agreement by Resolution of the Township and Ordinance of the City, the parties may form a committee, as follows: the Board of Trustees may name a Township Trustee and a designee of the

Township Trustees, and the President of City Council may name the Mayor or the Mayor's designee, and a member of Canton City Council, subject to confirmation by a majority of the members of City Council, to said committee to study ways in which the City and Township can work together for the benefit of residents of both City and Township. This committee is to study such matters as cooperation in providing police and fire services, exploring potential future areas for joint economic efforts by the City and Township, and other methods by which the City and Township can work together to benefit the residents of both communities. The committee shall also explore and recommend to the other elected officials any methods by which the City and Township might work together for the benefit of the respective residents of those communities. Committee members shall serve a one (1) year term, but may be reappointed for additional terms under the procedure set forth above. Any committee member who no longer holds his or her Township or City office shall no longer be on the committee, and shall be replaced by another such officeholder, in the manner as set forth above.

B. The parties further agree that the Committee referenced above will act in a consultative manner regarding development issues for the Property within the Exhibit A area and for any other real property within Osnaburg Township, Stark County, Ohio.

ARTICLE 14

LIBERAL CONSTRUCTION

The parties agree that just as ORC 701.07 is to be liberally construed to allow parties to enter into Cooperative Economic Development Agreements, the parties agree that this Agreement shall be liberally construed in order to facilitate the desire of both parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting

economic development, by creating and preserving employment opportunities, and by allowing for the sharing by City, Township, County and State of Ohio, in the benefits of economic development, even if the economic development does not occur in an unincorporated area. Further, each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by ORC 701.07.

ARTICLE 15

MODIFICATION

This Agreement may not be modified except by official legislative action of both City and Township.

This Agreement may be terminated prior to the expiration of its terms by mutual consent of City and Township, as evidenced by official legislative action by each, or as provided by Article 10 herein.

ARTICLE 16

LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to Ohio Revised Code 701.07 in all respects.

ARTICLE 17

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the entire Agreement of the parties and supersedes any prior

understandings or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

ARTICLE 18

GOVERNING LAW

This Agreement, and all the rights, duties and obligations of City and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Stark County, Ohio.

ARTICLE 19

PARTIES BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, members, officials, trustees, employees, representatives, assigns and successors.

Executed, in duplicate, at Stark County, Ohio, on the date set forth below.

Signed and Acknowledged:

THE CITY OF CANTON

THE BOARD OF TRUSTEES FOR
OSNABURG TOWNSHIP

By: _____

By: _____

Its: _____

By: _____

Date: _____

By: _____

Dated: _____

Dated: _____

APPROVED:

Joseph Martuccio
City of Canton Law Director

Deborah A. Dawson
Assistant Stark County Prosecutor
for Osnaburg Township Board of Trustees



CITY OF CANTON

PAVEMENT COMMITMENT FOR OSNABURG CEDA

Berger - Spring of 2007

Argyle - Engineering for sight and distance to begin as soon as CEDA completed

Hedgerose - Design work to begin first quarter of 2007

When all design work is completed for Argyle and Hedgerose, they will be resurfaced

Resolution

Stark County Commissioners

Distribution
Journal
M. Annogida
Canton
Auditor
file

Adopted 12-8-05

Subject APPROVAL OF SUPPLEMENTAL NO. 15 TO THE CANTON /
STARK COUNTY SEWER SERVICE AGREEMENT

COMMISSIONERS

AYLE A. JACKSON
RICHARD REGULA
JANE VIGNOS

Regula moved for the adoption of the following resolution which was
seconded by Jackson.

WHEREAS, the basic Canton/Stark Service Agreement obligates the City and the
County to revise it when necessary and as such, provisions that relate to annexation and certain
conveyance issues must be addressed and clarified; and

WHEREAS, a Supplemental No. 15 to the Service Agreement for that purpose must be
authorized and approved;

NOW THEREFORE BE IT RESOLVED, that this Board of Stark County
Commissioners hereby authorizes itself to enter into and execute Supplemental No. 15 to the
Sewer Service Agreement with the City of Canton, a copy of which is attached hereto and made
a part hereof, the same as though rewritten herein in full.

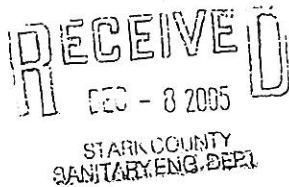
Upon roll call the vote resulted as follows:

Ms. Vignos absent Ms. Jackson yes Mr. Regula yes

Certificate

I, the undersigned Assistant Clerk of the Board of Stark County Commissioners, hereby
certify the foregoing to be a true and correct record of the resolution of said Board.

Gene Hecker



Agreement

Stark County Commissioners

With City of Canton

Dated 12-8-05

Distribution:
Journal
M. Amogida
Auditor
Canton
file

Subject FIFTEENTH SUPPLEMENTAL AGREEMENT TO THE CANTON / STARK COUNTY SEWER AGREEMENT OF MARCH 22, 1974

THIS SUPPLEMENTAL AGREEMENT made and entered into this 8th day of Dec., 2005, by and between the County of Stark, a political subdivision organized and existing under the laws of the State of Ohio (hereinafter sometimes referred to as the "County"), duly authorized by a resolution adopted by its Board of Commissioners on the 8th day of Dec., 2005, and the City of Canton, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio (hereinafter sometimes referred to as "Canton"), duly authorized by Ordinance No. 2441²⁰⁰⁵ passed by its Council, on the 21st day of November, 2005.

WHEREAS, there exists the Canton/Stark Sewer Agreement dated March 22, 1974, amended by the First Supplemental Agreement thereto dated July 18, 1975, amended by the Second Supplemental Agreement thereto dated November 14, 1979, amended by the Third Supplemental Agreement thereto dated January 24, 1984, amended by the Fourth Supplemental Agreement thereto dated August 1, 1985, amended by the Fifth Supplemental Agreement dated March 10, 1988, amended by the Sixth Supplemental Agreement thereto dated April 13, 1988, amended by the Seventh Supplemental Agreement thereto dated April 25, 1991, amended by the Eighth Supplemental Agreement amended thereto dated August 11, 1994, amended by the Ninth Supplemental thereto dated December 14, 1995, amended by the Tenth Supplemental thereto dated August 5, 1997, amended by the Eleventh Supplemental thereto dated August 27, 2001, amended by the Twelfth Supplemental thereto dated March 14, 2002, the Thirteenth Supplemental thereto dated November 23, 2004, and the Fourteenth Supplemental thereto dated November 23, 2004, hereinafter referred to together as the "Basic Agreements"; and

WHEREAS, the Basic Agreements obligate the County and Canton to revise same as necessary and required; and

WHEREAS, in order to clarify the applicability of the provisions included in the 14th Supplemental Agreement, it is determined necessary to amend Item 2) thereof; and

WHEREAS, the County acting under authority of Revised Code Section 6117.01 et seq., and Canton, acting pursuant to Article XVIII of the Ohio Constitution, are fully authorized to enter into this Agreement; and

WHEREAS, the same terms used herein have the definitions as described in the Basic Agreements;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and Canton do hereby agree to amend the basic agreements, specifically Item 2) of the 14th Supplemental, as follows:

2) The City may, at its option, request the conveyance of jurisdiction over the County's sewers annexed into the City as set forth herein below:

a.) For purposes of this agreement, the word "developed" in reference to property or territory shall mean property or territory where there is an existing and operable sanitary sewer system, which is available for current or prospective customers. Further, for purposes of this agreement, the term "undeveloped" with regard to property or territory shall mean any property or territory that is not "developed."

b.) In the case of territory that is undeveloped, the City may purchase the sanitary sewer service rights at a cost per acre determined by the County Sewer District's total debt load divided by the Sewer District's total service area throughout the Sewer District. On an annual basis, the County shall calculate the cost per acre, adjusted to take into effect any changes in debt load and service area, from the previous year. For example, in 2004, the cost per acre is \$605.00, based on a debt load of sixty-three million dollars and service area of 162.8 square miles.

c.) In the case of developed property, the City may purchase the existing accounts and facilities based on their present worth. Any debt assigned specifically to the facilities shall be taken into account in calculating the value.

In addition to the compensation described above, where conveyance of jurisdiction over territory is requested, no such conveyance shall be complete until the County, by its board of county commissioners, shall have adopted a conveyance resolution specifically identifying the territory so conveyed.

The above provisions are applicable for all annexations to the City that have occurred since January 1, 1995.

If and to the extent required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

IN WITNESS WHEREOF, the County and Canton have caused this Fifteenth Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

Assistant Prosecutor
Stark County

COUNTY OF STARK
BOARD OF COMMISSIONERS

Jane Vignes - Absent

Wayne A. Jackson

Bill Smith

APPROVED AS TO FORM: CEC 10/12/05

Canton Law Director

CITY OF CANTON

Mayor

Director of Public Service

Resolution

Distribution
Journal

Stark County Commissioners

M. Armogida
Canton
Squire, Sanders &
Dempsey
Auditor
file

Adopted 11-23-04

Subject APPROVAL OF SUPPLEMENTAL NO. 14 TO THE CANTON/
STARK COUNTY SEWER SERVICE AGREEMENT.

COMMISSIONERS
AYLE A. JACKSON
RICHARD REGULA
JANE VIGNOS

Jackson moved for the adoption of the following resolution which was
seconded by Vignos.

WHEREAS, the basic Canton/Stark Service Agreement obligates the City and the
County to revise it when necessary and as such, provisions that relate to annexation and certain
conveyance issues must be addressed and clarified; and

WHEREAS, a Supplemental No. 14 to the Service Agreement for that purpose must be
authorized and approved;

NOW, THEREFORE BE IT RESOLVED, that this Board of Stark County
Commissioners hereby authorizes itself to enter into and execute Supplemental No. 14 to the
Sewer Service Agreement with the City of Canton, a copy of which is attached hereto and made
a part hereof, the same as though rewritten herein in full.

Upon roll call the vote resulted as follows:

Mr. Regula yes Ms. Vignos yes Ms. Jackson yes

Certificate

I, the undersigned Assistant Clerk of the Board of Stark County Commissioners, hereby
certify the foregoing to be a true and correct record of the resolution of said Board.

Jim Huber

RECEIVED
NOV 23 2004

STARK COUNTY
SANITARY ENG. DEPT

Agreement

Stark County Commissioners

With City of Canton

Dated 11-23-04

Distribution:
Journal
M. Armogida
Auditor
Canton
file

Subject

FOURTEENTH SUPPLEMENTAL AGREEMENT TO THE CANTON /
STARK COUNTY SEWER AGREEMENT OF MARCH 22, 1974

THIS SUPPLEMENTAL AGREEMENT made and entered into this 23rd day of Nov., 2004, by and between the County of Stark, a political subdivision organized and existing under the laws of the State of Ohio (hereinafter sometimes referred to as the "County"), duly authorized by a resolution adopted by its Board of Commissioners on the 23rd day of Nov., 2004, and the City of Canton, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio (hereinafter sometimes referred to as "Canton"), duly authorized by Ordinance No. 222 passed by its Council, on the 25th day of October, 2004.

WHEREAS, there exists the Canton/Stark Sewer Agreement dated March 22, 1974, amended by the First Supplemental Agreement thereto dated July 18, 1975, amended by the Second Supplemental Agreement thereto dated November 14, 1979, amended by the Third Supplemental Agreement thereto dated January 24, 1984, amended by the Fourth Supplemental Agreement thereto dated August 1, 1985, amended by the Fifth Supplemental Agreement dated March 10, 1988, amended by the Sixth Supplemental Agreement thereto dated April 13, 1988, amended by the Seventh Supplemental Agreement thereto dated April 25, 1991, amended by the Eighth Supplemental Agreement amended thereto dated August 11, 1994, amended by the Ninth Supplemental thereto dated December 14, 1995, amended by the Tenth Supplemental thereto dated August 5, 1997, amended by the Eleventh Supplemental thereto dated August 27, 2001, amended by the Twelfth Supplemental thereto dated March 14, 2002, and the Thirteenth Supplemental thereto dated 11/23, 2004, hereinafter referred to together as the "Basic Agreements"; and

WHEREAS, the Basic Agreements obligate the County and Canton to revise same as necessary and required; and

WHEREAS, it is necessary to include specific provisions as they relate to annexation and certain conveyance issues; and

WHEREAS, the City recognizes that the County plans its overall construction and debt service in its Metropolitan Sewer District on the basis of population growth, density, zoning, construction in advance of need and continuity of monthly service charge payments from users of the County system; and that annexation to the City of territory (includes undeveloped land, land developed with no existing sanitary sewer customers; or developed land with existing sanitary sewers and/or customers) in the County's service area can have a disruptive effect on the County's long range construction and financing plans.

WHEREAS, the County acting under a authority of Revised Code Section 6117.01 Et Seq., and Canton, acting pursuant to Article XVIII of the Ohio Constitution, are fully authorized to enter into this Agreement; and

WHEREAS, the same terms used herein have the definitions as described in the Basic Agreements;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the County and Canton do hereby agree to amend the basic agreements as follows:

- 1) Territory in the County's service area that is annexed to the City will remain as part of the County's service area for sanitary sewer service. For the territory so annexed, the

FOURTEENTH SUPPLEMENTAL AGREEMENT - CANTON / STARK

County will continue to maintain complete jurisdiction as it relates to rules and regulations for providing sanitary sewer service including levying of the County's connection charges, user fees and any other charges or fees established in accordance with County resolutions for that purpose.

2) The City may, at its option, request the conveyance of jurisdiction over the County's sewers annexed into the City as set forth herein below:

a.) For purposes of this agreement, the word "developed" in reference to property or territory shall mean property or territory where there is an existing and operable sanitary sewer system, which is available for current or prospective customers. Further, for purposes of this agreement, the term "undeveloped" with regard to property or territory shall mean any property or territory that is not "developed."

b.) In the case of territory that is undeveloped, the City may purchase the sanitary sewer service rights at a cost per acre determined by the County Sewer District's total debt load divided by the Sewer District's total service area throughout the Sewer District. On an annual basis, the County shall calculate the cost per acre, adjusted to take into effect any changes in debt load and service area, from the previous year. For example, in 2004, the cost per acre is \$605.00, based on a debt load of sixty-three million dollars and service area of 162.8 square miles.

c.) In the case of developed property, the City may purchase the existing accounts and facilities based on their present worth. Any debt assigned specifically to the facilities shall be taken into account in calculating the value.

In addition to the compensation described above, where conveyance of jurisdiction over territory is requested, no such conveyance shall be complete until the County, by its board of county commissioners, shall have adopted a conveyance resolution specifically identifying the territory so conveyed.

3) This Fourteenth Supplemental Agreement acknowledges and incorporates herein by reference the City's request for the transfer of territory to the City of a 143.27 acre parcel located in the S.W. Quarter of Section 30 in Canton Township and known as the Mills Farm property. Based on the aforesaid cost per acre of \$605.00, the conveyance cost is \$86,678.00.

4) The City and the County shall allow use of, and connection to, their sewerage facilities by the other party at no charge or cost provided the Sanitary Engineer, in the case of the County, and the Civil Engineer, in the case of the City, determine that the taking effect of capacity and connection required by the other party shall not adversely impact the needs of the party owning the facility. However, if either party requires capacity at any points of connection, in amounts greater than is needed by the party who owns the facility, then the party requesting the additional capacity shall pay for over sizing of facilities as appropriate.

If and to the extent required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

IN WITNESS WHEREOF, the County and Canton have caused this Fourteenth Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

David M. Brubustina
Assistant Prosecutor
Stark County

COUNTY OF STARK
BOARD OF COMMISSIONERS

Charles A. Jackson
Chairman

APPROVED AS TO FORM: *cec 11-1-04*

J. M. ...
Canton Law Director

CITY OF CANTON

Richard ...
Mayor

...
Director of Public Service



Mayor Auditor Treas.
Clerk Asst. Civil Serv.
Law Jason

JM/tk
11/2/06
2101
By: Janet W. Creighton, Mayor

① 1st Reading 11.6.06
Referred to ANNEX
[Signature]
[Signature]
[Signature]

2nd Reading 11/6/06
3rd Reading 11/6/06
PASSED: 11/6/06

Recorded in Volume _____, Page _____
Rec'd 11/6/06 @ 7:15 PM
NS

ORDINANCE NO. 203/2006

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENTS WITH OSNABURG AND CANTON TOWNSHIPS ON PROPERTY LOCATED IN THE STARK CERAMICS, INC.; KOCH KNIGHT & THE QUARRY ANNEXATION AREA; AND DECLARING THE SAME TO BE AN EMERGENCY

WHEREAS, the City wishes to annex a certain portion of land consisting of approximately 881.1944 acres of land known as the Stark Ceramics, Inc.; Koch Knight & The Quarry Annexation Area now located in Osnaburg and Canton Townships, Ohio; and

WHEREAS, the City, Osnaburg Township and Canton Township have engaged in successful negotiations to facilitate the annexation of said land by the City and allow Osnaburg Township and Canton Township to retain certain economic benefits which will result in cooperative growth in the City, Osnaburg Township and Canton Township; and

WHEREAS, Ohio Revised Code Section 701.07 specifically authorizes the City to enter into Cooperative Economic Development Agreements (CEDA) with Osnaburg Township and Canton Township; and

WHEREAS, the City, Osnaburg Township and Canton Township shall hold jointly a public hearing on the 5th day of December, 2006, at 7:00 p.m. at the Foltz Community Center, 224 North Wood St., East Canton, Ohio 44730 after providing residents of the territory affected by the attached CEDAs at least 30 days public notice of the time and place of the public hearing in a newspaper of general circulation. During the 30 day time period prior to the public hearing, the offices of the City Clerk of Council, the Osnaburg Township Clerk and the Canton Township Clerk shall keep copies of the attached CEDAs available for public inspection; and

WHEREAS, the City shall consider any comments, suggestions or modifications made at the public hearing prior to the adoption of this Ordinance;

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

Section 1. The Mayor, on behalf of the City of Canton, is authorized and directed to execute the attached CEDAs after consideration of any comments, suggestions or modifications made at the public hearing.

Section 2. The Auditor, on behalf of the City of Canton, is authorized and directed to establish any necessary funds and remit all appropriate sums to Osnaburg Township and Canton Township as are called for in the CEDA in order to effect its terms and conditions.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Canton; the emergency being to avoid unnecessary delay in the annexation and development of the Stark Ceramics, Inc.; Koch Knight & The Quarry Annexation Area. And provided it receives the affirmative vote of two-thirds of the elected and/or appointed 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: 11/6/06



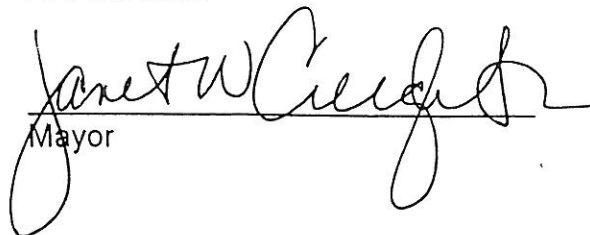
President of Council

ATTEST: 11/6/06

APPROVED:



Cynthia Imberlake
Clerk of Council



Janet W. Coughlin
Mayor

APPENDIX D
BUSINESS SUPPORT DOCUMENTS

DEPARTMENT OF
DEVELOPMENT
ROBERT TORRES, DIRECTOR



THE CITY OF
CANTON
WILLIAM J. HEALY II, MAYOR

5TH FLOOR
PHONE: 330-489-3258
FAX: 330-580-2070

July 24, 2009

TRAC Members
ODOT Central Office

RE: US Route 30 Improvements

Dear TRAC Members:

After initial discussion on the impact of this project on economic development in the City of Canton and its surrounding region, the Department of Development enthusiastically supports the proposed construction of US Route 30.

The initial investments of the private sector along the US Route 30 corridor indicates the confidence of investors to plan large business ventures, which can be enhanced by further development of Rt. 30. These investments include the total rehabilitation of the former Hercules plant into a 600,000 square feet multi-purpose facility to include an exhibition facility, commercial, residential and office enterprises. The Quarry Golf Course and the connected housing have brought vitality and an increase in property value immediately south of Route 30. The Quarry investment totaled \$8.5 million and will create 80 jobs over five years. Hydrodec, an Australian company specializing in refining transformer oil, located their new facilities in Stein Industrial Park and invested \$9.1 million and created 65 jobs. The Route 30 improvements will provide major benefits to Hydrodec's need to access used transformer oil and ship out refined oil.

This letter should be considered not only as a letter expressing the City's support, but also an endorsement by the many businesses that the city works with that would benefit by the enhanced transportation access to markets to the east, especially the ocean ports, east coast market areas and Pittsburgh area.

Sincerely,

Robert Torres
Director

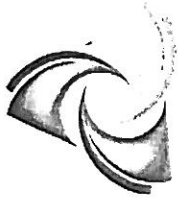


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Canton City Hall
218 Cleveland Avenue S.W.
Canton, OH 44702

P.O. Box 24218
Canton, OH 44701
www.cantonohio.gov



CANTON REGIONAL
CHAMBER OF COMMERCE

222 Market Avenue North, Canton, Ohio 44702 • Main Line (330) 456-7253 • (800) 533-4302
General Fax: (330) 452-7786 • Finance, Sales, Marketing & Events Fax: (330) 489-6005 • www.cantonchamber.org

July 15, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

Dear TRAC Members:

On behalf of the Canton Regional Chamber of Commerce we want to express our support for the funding request for the extension and widening of U.S. Route 30 to State Route 44. Improvements to U.S. 30 have been a longstanding Chamber priority.

The eventual extension of U.S. Route 30 as a four-lane highway east from Stark County to the Pennsylvania border will greatly benefit and become a significant economic generator. Construction of this next phase will be an important step toward realizing this goal.

Completing this project will create an environment that is conducive to job creation and economic development in the area. This will help bring much needed jobs to the people of Stark County during these difficult and uncertain economic times. Also, completion of this project will serve to revitalize the inter modal railroad freight terminal in Navarre and will allow for better access to markets in Pittsburg and West Virginia. Other positive consequences will be increased pedestrian safety and traffic mobility, which will help to reduce the number of accidents and relieve congestion in the area.

With the expansion of State Route 30 we can make the area more efficient for commercial activity, which will help to attract new businesses to Stark County and give existing companies incentive to stay. This project will benefit all of Stark County and its residents for years to come both logistically and most importantly, economically.

Thank you for your consideration of this funding request.

Sincerely,

A handwritten signature in black ink that reads "Dennis P. Saunier".

Dennis P. Saunier
President & CEO



**Stark
Development
Board, Inc.**

July 20th, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

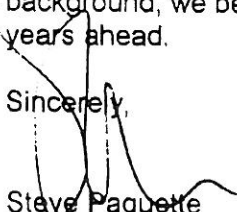
Dear TRAC Members:

The Stark Development Board, Inc. has long supported the completion of U.S. 30 because it will promote growth and economic development within the region. The completion of U.S. 30 will greatly enhance the vital transportation linkages to eastern markets. Accessibility to the marketplace will give Ohio companies a competitive advantage allowing continued growth and the creation of new jobs.

ODOT identified U.S. 30 as a Macro Corridor in Access Ohio, the State's multimodal long-range transportation plan. Obviously this is an important roadway for many businesses throughout Ohio. Completion of US 30 is necessary for improved traffic flow and for economic development in every community within the Macro Corridor. The timely progress of this project is too important to many manufacturers, businesses and individuals in Stark County and the region, it must be completed.

Major investments like the U.S. 30 project are essential for continued economic growth, safety and efficient transportation in Stark County and the surrounding areas. With this background, we believe you will see that it is crucial that U.S. 30 be completed in the coming years ahead.

Sincerely,



Steve Paquette
President

Stark Development Board
116 Cleveland Avenue, N.W., Suite 600 Canton, Ohio 44702-1730
330-453-5900 FAX 330-453-1793
www.starkcoohio.com

LETTERS OF SUPPORT



THE CITY OF
CANTON
WILLIAM J. HEALY II, MAYOR

July 13, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

Dear Sir or Madam:

Thank you for the opportunity to express my **full support** for the US Route 30 Project on behalf of the City of Canton. The Route 30 Project is one of the top priorities in the City and will greatly benefit the economic development opportunities and job creation that have been delayed due to the current conditions.

This Project allows for the next phase of US Route 30, which is a four-lane highway stretching across the entire state. The long term plans of this Project include a full freeway system opening up an east/west highway. In its current condition, US Route 30 is not capable of handling the number of vehicles that travel each day, and vehicles consistently experience traffic issues from Western Ohio to the Pennsylvania line.

The US Route 30 Project is a high priority for many reasons. It will allow for the completion of the gap closure to a four-lane, limited access facility across Ohio; it will greatly enhance the safety of travelers and appropriately accommodate traffic volume; it will enhance the level of service for through and local traffic; and it will promote desired economic development through utilization of an efficient east/west highway. The US Route 30 Project will not only help create economic growth but will also assist in sustaining current industry and future development through much-needed improved access to the region.

I want to personally thank you for your consideration of this project. If you have questions or need any additional information, please feel free to contact me, Dan Moeglin, Canton City Engineer, at 330-438-6903, or Scott Henry, Development Assistant, at 330-438-6902.

Sincerely,

William J. Healy II
Mayor

WJH: thr

cc: Dan Moeglin, Canton City Engineer
Scott Henry, Community Development Assistant





Kirk Schuring
State Senator
29th District

Ohio Senate

Statehouse
Columbus, Ohio 43215
614-466-0626
614-466-4250 Fax
E-mail: SD29@senate.state.oh.us

District Office:
330-478-2900

Committees:

Agriculture, Chair
Education, Vice Chair
Health, Human Services, and Aging
Ways and Means and Economic Development

Special Committees:

Ohio Children's Trust Fund Board
Ohio Retirement Study Council
Ohio Expositions Commission
Ohio Legislative Service Commission
Ohio Steel Industry Advisory Council

July 22, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, OH 43223

Re: Extension of US Route 30 in Stark County from the Trump Road Interchange to State Route 44

Dear Members of the Transportation Review Advisory Council,

I am writing to express my strong support for the above-referenced highway project located in my Senate district.

This project is vitally important to Stark County. The extension of US Route 30 will open a whole new corridor for economic development at a time that our county and state desperately need an economic boost. It also will allow truck traffic to bypass East Canton, therefore avoiding unnecessary congestion and undue delays. Additionally, the extension will reduce the current high accident rate caused by the traffic volume on the unimproved portion of US 30 that this project will replace.

It is also important to note that this extension was previously ranked by ODOT as a Tier 2 project with money authorized for the purchase of right-of-way and final design work. Moreover, a public hearing was conducted by ODOT seeking input from the people in the area regarding the location of the project and its impact on the community. The meeting was very productive, and some adjustments were made to the preliminary design as a result of it. Interestingly, it also built expectations that the project was actually going to be built.

It is for all the aforementioned reasons that I respectfully request that you please put this project on a schedule so that it can be constructed as soon as possible.

Sincerely,

A handwritten signature in cursive script that reads "Kirk Schuring".

Kirk Schuring
State Senator
29th Senate District



Congress of the United States
House of Representatives
Washington, DC 20515-3516

July 21, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

Re: U.S. Route 30 Project

Dear TRAC Members:

I am writing in support of the U.S. Route 30 project in Stark County, Ohio. As the Congressional Representative for the 16th District of Ohio, which includes Stark County, I can attest to the importance of this project for long-term economic growth in our region and I urge you to make this project a high priority.

The purpose of this project is to correct substandard vertical and horizontal geometry, while improving the level of service (LOS), safety and connectivity of U.S. 30. This project will also improve economic development opportunities surrounding this stretch of U.S. 30 that have been otherwise hindered due to the current conditions.

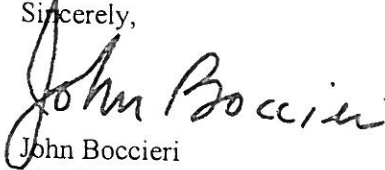
The Stark County Area Transportation Study (SCATS), which serves as the MPO for Stark County, Ohio recommends that U.S. 30 be built as a four-lane freeway from Trump Avenue to S.R. 44 and allowing for staged construction and eventual expansion to a full freeway system extending to S.R. 11 in Columbiana County. The long term plans of a full freeway system will open up an east/west highway that will result in increased economic growth and sustainability throughout Ohio and the cities, townships and villages surrounding U.S. 30.

The proposed project will fulfill various needs such as to: Provide a step in completing the gap closure of U.S. 30 to a four-lane, limited access facility across Ohio; provide an efficient east/west route to link the eastern portion of Stark County to the region; efficiently accommodate projected traffic volumes; improve the level of service for through and local traffic; improve safety for through and local travelers on U.S. 30, which currently has crash rates considerably higher than statewide averages; improve safety by removing through traffic and the majority of truck traffic from local streets in East Canton; improve safety and efficiency by removing conflicts between vehicle types; improve conditions within East Canton by eliminating through truck traffic related inconveniences; provide an efficient highway that avoids lower speeds, stops, and turns; and foster desired economic development within an area not currently served by an efficient east/west highway. The US 30 Project will also provide support to the existing industry and future development through improved access to the region.

As a member of the Transportation and Infrastructure Committee of the U.S. House of Representatives, I believe that investments like the U.S. Route 30 project are essential for economic growth, safety and efficient transportation in Stark County and the surrounding areas.

Thank you for your consideration of this important project.

Sincerely,


John Bocchieri
Member of Congress

Committees:

Alternative Energy, ranking member
Criminal Justice
Economic Development
Healthcare Access & Affordability



Contact Information:

Office: 614-466-9078
Toll-Free: 1-800-282-0253
FAX: 614-719-6950
Email: district50@ohr.state.oh.us
www.house.state.oh.us

State Representative Todd A. Snitchler
50th Ohio House District

July 7, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

RE: US 30 Extension Project, STA-US 30-18.35
Transportation and Infrastructure HPP, letter of support

Dear Council Members,

I would like to take this opportunity to express my support for the funding request for the extension of State Route 30 to State Route 44. **I am in full support of this project.**

The extension of State Route 30 as a four lane highway from Trump Avenue to State Route 44 is a major issue that has received much attention over the years. The construction of this next phase in the development of State Route 30 will serve to produce many benefits and advantages to the people and the area that this road services.

Completing this project will spur the formation of an environment that is conducive to job creation and economic development in the area. This will help bring much needed relief to the people of Stark County during these tough and uncertain economic times. Also, completion of this project will serve to revitalize the intermodal railroad freight terminal in Navarre and will allow for better access to markets in Pittsburgh and West Virginia. Other positive consequences that would result from the construction of this project would be increased pedestrian safety and traffic mobility, which would help to reduce the number of accidents and congestion in the area.

Many area business owners have cancelled plans for expansion or looked into relocating their businesses simply because of the delay and uncertainty of this new project. We cannot afford to lose any more jobs or service providers in Stark County. With the expansion of State Route 30 we can make the area more efficient for commercial activity, which will help to attract businesses to Stark County and give them incentive to stay there.

This project will benefit all of Stark County and its residents for years to come both logistically and economically. It has received staunch support throughout the county and from all levels of government. Thank you for your consideration of this funding request.

If you have any questions please do not hesitate to contact me at 614-466-9078.

Sincerely,

A handwritten signature in black ink that reads "Todd A. Snitchler". The signature is written in a cursive style with a large, looping initial "T".

Todd A. Snitchler
State Representative
50th Ohio House District



Stephen D. Slesnick
State Representative, 52nd House District

July 7, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

Dear TRAC Members,

I would like to thank you for the opportunity to submit this letter of support and also express my full support for this project.

The construction of this desperately needed next phase of US 30 will move Ohio one step closer to completing US 30 as a four lane freeway across the entire state. This will have dramatic positive consequences in the areas of economic development and job creation, vehicular and pedestrian safety, and traffic mobility. Since the road was never designed to carry the numbers of vehicles or volume of trucks that use it today, there is a bottleneck of movement of motorists and freight from Western Ohio to the Pennsylvania.

This project will have many positive outcomes. First off, it will provide a step in completing the gap closure of US 30 to a four-lane, limited access facility across Ohio. Secondly, it will provide an efficient east/west route to link the eastern portion of Stark County to the rest of the region and efficiently accommodate projected traffic volumes. Lastly, the completion of this project will improve safety by decreasing through traffic and the majority of truck traffic from local streets in East Canton, removing conflicts between vehicle types, and providing an efficient highway that avoids lower speeds, stops, and turns.

It is very likely that the construction of this project will result in increased economic growth and sustainability throughout Ohio and the cities and townships surrounding US 30. Additionally, the US 30 project will also provide support to the existing industries and future development through improved accessibility to the region.

Thank you for the consideration of this funding request. If you have any questions, or should need any further information, please do not hesitate to contact my office at 614-466-8030.

Sincerely,

A handwritten signature in black ink that reads "Stephen D. Slesnick".

Stephen D. Slesnick

Capitol:
77 South High Street
Columbus, Ohio 43215-6111
(614) 466-8030
(614) 719-6952 (fax)
(800) 282-0253 (toll free)

www.house.state.oh.us
District52@ohr.state.oh.us

District:
Stark County
4725 Greenbriar Sq. N.E.
Canton, Ohio 44714
(330) 353-0373

REGIONAL SUPPORTERS

STARK COUNTY COMMISSIONERS



County Office Building
110 Central Plaza South, Suite 240
Canton, Ohio 44702-2202
Phone: (330)451-7371
Fax: (330)451-7906

July 21, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street,
Columbus, Ohio 43223

BOARD OF COMMISSIONERS

Tom Harmon, President
Todd Bosley
Dr. Peter Ferguson

Dear TRAC members:

In the early 1990s, ODOT began focusing on the next segment of U.S. Route 30 for Stark County, which is the relocation of Route 30 from Trump Avenue to State Route 44, east of East Canton. The length of this section is approximately three miles. The environmental impact statement for this project has been completed and ODOT is prepared to proceed with the final design phase of the project, pending available funding. Long-term plans call for a full freeway system extending to State Route 11 in Columbiana County.

The Board of Stark County Commissioners has stood full behind this project for many years and it strongly supports the TRAC Project Application for the city of Canton. The Route 30 project would improve safety, traffic flow and commerce within the eastern portion of our County, as well as increase economic opportunity in that area.

From a broader perspective, a newly revitalized U.S. Route 30, basically following the path of the famed Lincoln Highway, could have its un-built parts constructed across the state, from our western to eastern edges. It would provide a needed and significant artery between Interstate 70 and the Ohio Turnpike. Its economic impact on the cities and villages along its route would be dramatic.

We believe a project of this magnitude would stimulate the economy, providing jobs and revenue that would radiate from its path.

Thank you for your consideration of this matter, not only for Stark County but for all Ohioans.

Sincerely,

Tom Harmon
President, Board of Stark County Commissioners

STARK COUNTY ENGINEER

Michael J. Rehfus, P.E., P.S.

5165 Southway Street, S.W.
Canton, Ohio 44706-1998
Phone (330) 477-6781
Fax (330) 477-3926



July 27, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, OH 43223

RE: US 30 Extension Project, STA-US30-18.35
Letter of Support

Dear T.R.A.C. Council:

The Stark County Engineer's Office is responsible for the improvement, safety, and maintenance of over 410 miles of county highways throughout Stark County, Ohio. This county highway system serves one of the largest populations in the State of Ohio. The intent of a county highway system is to serve the public as secondary routes, and local access routes, and to supplement the larger, more direct, state highway system and interstate routes.

Here in Stark County we have several shortcomings in our state highway system, which subsequently puts a strain on the secondary transportation systems. One of these shortcomings is the termination of four lane US 30 between the City of Canton and the Village of East Canton. At the current termination point, all traffic, including freight traffic, must exit the highway, and continue east on two lane roads, either through the Village of East Canton, or on adjacent County Roads, that are not designed to support such traffic and loadings.

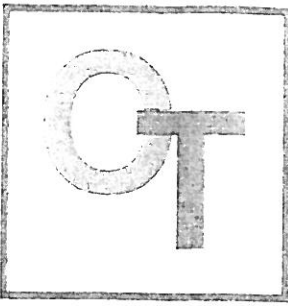
Although the proposed extension of US 30 would be located within the City of Canton, it is a project that will have regional significance in the area. A direct benefit to our county highway system will be a reduction of truck traffic on multiple county highways, including Orchard View Dr., Trump Ave., and Broadway Ave.

I believe that the extension of US 30 from Trump Ave. to SR 44 in Stark County is a very important project, and fully support the City of Canton in their request for funding to continue this project.

Sincerely,

A handwritten signature in cursive script that reads "Michael J. Rehfus".

MICHAEL J. REHFUS P.E. P.S.
STARK COUNTY ENGINEER



OSNABURG TOWNSHIP GOVERNMENT

"Planning For Progress"

7115 Hillvale St. S.E.
East Canton, OH 44730
(330) 488-0235
(330) 488-1744 Fax

July 13, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

RE: US 30 Extension Project, STA-US30-18.35 - Letter of Support

Dear TRAC Members:

The Osnaburg Township Board of Trustees appreciates this opportunity to submit a letter of support for the funding request for this project. We are in full support of this project.

At the present time US 30 changes from a four lane limited access freeway at Trump Ave. in Canton to a two lane road that travels eastward to the Pennsylvania border. The project limits for this phase of about 3 miles are Trump Ave. on the west end and SR 44 on the east end. The US 30 Extension Project has many merits that justify its funding.

A new limited access, four lane highway from Indiana to Pennsylvania has been promised to Ohio citizens for almost 60 years. The US 30 Project has been completed from the Indiana border to Trump Avenue in Canton. The US 30 Project needs to be finished by extending the four lane highway to SR 11 which will connect the Stark County region to Youngstown with access to the Turnpike and the east coast areas as well as to East Liverpool with Ohio's largest port system on the Ohio River and connections to Pittsburg and Pennsylvania. The existing US 30 was never designed for the large volume of vehicles that use it today and cannot provide for our future requirements. The road is avoided by motorists and freight carriers due to the indirect route, slow traffic through many communities, and general road conditions. The Stark County region has lost opportunities due to the lack of a good highway route to the east. Our region has a depressed economy and desperately needs the US 30 project completed in order to provide economic development and jobs for the people. The construction of the next phase of US 30 will be one step closer to this goal.

In Ohio, US 30 is part of the original Lincoln Highway that was officially started in 1913 as a single, paved road connecting communities from New York City to San Francisco. The Lincoln Highway was the first coast-to-coast route across 3,389 miles of our country and a major influence in the economic development of this region. In 2013, the Lincoln Highway will have its 100th year anniversary. Completing US 30 across Ohio would be especially significant at this time. It would provide new opportunities for Ohio and this region to start the next 100 years with renewed hope for future economic growth, improved development and the creation of good jobs.

The major part of the alignment of this phase is in the City of Canton and the Village of East Canton. This area is a prime location for development since there is easy access to sewer, water, and other utilities. The US 30 Extension Project is supported at all levels of government and in the community itself. This is a cooperative effort driving the US 30 Extension Project forward.

The Osnaburg Township Board of Trustees appreciates your consideration of the application for funding the important US 30 Extension project. If you have any questions, or should need any further information, please do not hesitate to contact any of the Trustees.

Sincerely,



Donna J. Middaugh, President

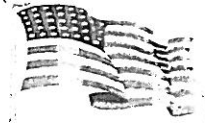


Steven A. Fetterman, Vice President



Richard A. Pero, Member

Village of East Canton



Reginald G. McGee, Mayor

130 South Cedar St. ♦ East Canton, Ohio 44730

Phone (330) 488-0220 ♦ Fax (330) 488-1300 ♦ Home Phone (330) 488-1797

July 20, 2009

Transportation Review Advisory Council
Ohio Department of Transportation
1980 West Broad Street
Columbus, Ohio 43223

RE: US 30 Extension Project, STA-US30-18.35

To the Transportation Review Advisory Council members:

I would like to take this opportunity to support the funding request for the extension of State Route 30 to State Route 44. **I am in full support of this project.**

The extension of State Route 30, as a four lane highway, into eastern Stark County has been on the books for decades. From time to time the project has resurfaced, only to be dropped and "laid to rest" again. I have witnessed the problems with State Route 30 for many, many years as I have lived in the Village of East Canton for almost 50 years. If you have ever traveled Route 30 through East Canton you know of the two sharp 90 degree turns that all truck traffic must endure. This is a major bottle neck in the Route 30 corridor and a major inconvenience to area travelers as well as a wasteful use of fuel as each truck must creep along negotiating the turns and waiting on the traffic lights and slow traffic. Add in the other traffic from State Route 44 & Route 172 and the problems compound.

I have spoken to area business owners that have cancelled plans for expansion simply because of the delay and uncertainty of the new Route 30 project. DLH operates a manufacturing plant in the village and part of their property is included

in the right-a-way. They decided to locate their new plant in another county! They have plans for future expansion at their current East Canton location----let's do everything we can to promote this expansion!

It's not just the problems of the current two lane Route 30 that I write, but the potential for the future of our area.

Once the new four lane Route 30 is built it will:
complete another step towards Pittsburgh
offer an incentive to area business to build and/or expand
reduce accidents, travel time and fuel usage
handle future traffic growth
reduce congestion in the Village of East Canton

The East Canton area has pushed, for years, to get this project off the ground. I have attended dozens of meetings thru out the years in support of this project. Rest assured that the whole East Canton area is **IN SUPPORT OF THIS PROJECT!!!**

Regards

Mayor Reginald McGee

July 16, 2009

Signers of Resolution of Support for U.S. Route 30

Robert R. Lewis – East Liverpool area businessman – long time highway proponent for area roads.

Roger Sanford – Calcutta area businessman and banker – becomes President of Calcutta Area Chamber of Commerce effective 1/1/10

Bert Dawson – Longest serving county engineer in state & still Columbiana County Engineer - longtime advocate for improvement of U.S. Route 30.

Bob Durbin – Deputy Engineer assigned to Route 30 project by Columbiana County Engineer.

Donna Anderson – Route 30 proponent with strong trucking connections in community. Husband is manager of area oil refining operations for Shell Oil.

Lawrence A. Koshiba – Executive Director of Minerva Area Chamber of Commerce

Thomas Snow – President of East Liverpool Area Chamber of Commerce & Executive Director of the Columbiana County Metropolitan Housing program.

Carol F. Bretz – Executive Director of CAA office in Columbiana County, Lisbon, OH.

Jim Hoppel – Businessman & in third term as Columbiana County Commissioner

Daniel Bing – Columbiana County Commissioner & radio personality

Stephen W. Cooper – Treasurer & Director of Columbiana County Port Authority and East Liverpool business owner

Pamela Y. Hoppel – Executive Director of East Liverpool Area Chamber of Commerce and President of the Columbiana County Chamber of Commerce.

Penny J. Traina – President of the Columbiana County Commissioners.

Charles B. Lang – Chairman of Board of area bank and longtime advocate for Route 30 improvement

July 16, 2009

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Thomas Snow – President of East Liverpool Area Chamber of Commerce & Executive Director of the Columbiana County Metropolitan Housing program.

Carol F. Bretz – Executive Director of CAA office in Columbiana County, Lisbon, OH.

Jim Hoppel – Businessman & in third term as Columbiana County Commissioner

Daniel Bing – Columbiana County Commissioner & radio personality

Stephen W. Cooper – Treasurer & Director of Columbiana County Port Authority and East Liverpool business owner

Pamela Y. Hoppel – Executive Director of East Liverpool Area Chamber of Commerce and President of the Columbiana County Chamber of Commerce.

Penny J. Traina – President of the Columbiana County Commissioners.

Charles B. Lang – Chairman of Board of area bank and longtime advocate for Route 30 improvement

RESOLUTION OF SUPPORT

July 2, 2009

Upon learning of the effort to promote the development of U. S. Route 30 (the Lincoln Highway) as a four-lane limited access highway between Ohio Route 11 and Canton, Ohio, I wish to express my support to:

- File a request(s) for governmental assistance and funding for the project
- Request ODOT and/or Division 11 to place this project in an active status
- Seek assistance from elected representatives and businesses persons who would receive economic benefit from the project
- The SCAT regional planning organization to complete the 4-lane U. S. Route 30 from its present terminus (Trump Avenue) to meet the existing alignment of Route 30 in East Canton (Route 44) and to seek their support for our portion of the highway expansion
- Pursue funding from all available sources in order to complete the Route 30 project from East Canton east to State Route 11, even including construction of a toll road
- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: LAWRENCE A. KOSIBA

Date: JULY 2, 2009

Address: 209 W MARKET ST.

MUSKOGEE, OH 44657

e-mail (optional): LARRY.KOSIBA@MINNCONCHAMBER.COM

Comments: Determine if Carroll County would/need to be involved.

Set Regularly scheduled mtgs to keep Peas

Fixed/Have a Project lead/Poc.

Seek Funding to offset Business Peas from
lost RT 30 funding.

RESOLUTION OF SUPPORT

July 2, 2009

Upon learning of the effort to promote the development of U. S. Route 30 (the Lincoln Highway) as a four-lane limited access highway between Ohio Route 11 and Canton, Ohio, I wish to express my support to:

- File a request(s) for governmental assistance and funding for the project
- Request ODOT and/or Division 11 to place this project in an active status
- Seek assistance from elected representatives and businesses persons who would receive economic benefit from the project
- The SCAT regional planning organization to complete the 4-lane U. S. Route 30 from its present terminus (Trump Avenue) to meet the existing alignment of Route 30 in East Canton (Route 44) and to seek their support for our portion of the highway expansion
- Pursue funding from all available sources in order to complete the Route 30 project from East Canton east to State Route 11, even including construction of a toll road
- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Carol F. Bretz

Date: 2 July 2009

Address: P.O. Box 275

New Waterford Ohio 44445

e-mail (optional): BRETZ@CAAOFCC.ORG

Comments: WE NEED TO MOVE FORWARD. IT MAKES SENSE
TO HAVE A CONVERSATION WITH THE CORNELL COUNTY FOLKS
TO DETERMINE THEIR INTEREST LEVEL - 3 SUPPORTIVE
COUNTIES IS BETTER THAN 2 SUPPORTIVE COUNTIES

RESOLUTION OF SUPPORT

July 2, 2009

Upon learning of the effort to promote the development of U. S. Route 30 (the Lincoln Highway) as a four-lane limited access highway between Ohio Route 11 and Canton, Ohio, I wish to express my support to:

- File a request(s) for governmental assistance and funding for the project
- Request ODOT and/or Division 11 to place this project in an active status
- Seek assistance from elected representatives and businesses persons who would receive economic benefit from the project
- The SCAT regional planning organization to complete the 4-lane U. S. Route 30 from its present terminus (Trump Avenue) to meet the existing alignment of Route 30 in East Canton (Route 44) and to seek their support for our portion of the highway expansion
- Pursue funding from all available sources in order to complete the Route 30 project from East Canton east to State Route 11, even including construction of a toll road
- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Thomas L. Snow

Date: 7/2/2009

Address: 325 Moore St
East Liverpool, OH 43920

e-mail (optional): thomas@columha.org

Comments: We need an east-west route to stimulate
commerce and tourism.

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

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Name: DONNIA W. ANDERSON

Date: 07/02/09

Address: 16977 PARKWAY AVE
EAST CLEVELAND, OH 43920

e-mail (optional): donna.anderson@cs.aMac.com

Comments: PULL TOGETHER PLANT & TERMINAL (TRUCK)
MANAGER NETWORK TO COMMUNICATE & SECURE
ECONOMIC IMPACT

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: BERT DAUSON

Date: 7/3/09

Address: 235 50 MARKET
LISBON OH 43920

e-mail (optional): BERT DAUSON @ COMCAST . NET

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: BOB DURBIN

Date: 7-2-09

Address: 235 S. MARKET ST.
LISBON, OH. 44432

e-mail (optional): rdurbin@cceng.org

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Roger J. Sanford

Date: 7/15/09

Address: 50621 Shorecoast Road
EAST Liverpool, Ohio 43920

e-mail (optional): R-Sanford@1stweb.com

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Robert R. Lewis

Date: 7/10/09

Address: 46343 Walker Rd
East Leavitt, Ohio 43920

e-mail (optional): _____

Comments: This project would certainly improve the economic opportunities in this Fair County area.

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Jim Hoppel

Date: 7-2-09

Address: 105 S. Market St.
Lisbon, OH. 43920

e-mail (optional): JIMHOPPEL@ATT.NET

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Daniel D. Bing Date: 7-2-09
Columbiana County Court House
Commissioners Office

Address: 105 SOUTH MARKET
LISBON, OH. 44432

e-mail (optional): dbingsr@yahoo.com
dbing@columbianacntyauditor.org.

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: STEPHEN W. COOPER

Date: 7-2-09

Address: P.O. BOX 165, 433 BROADWAY
EAST LIVERPOOL, OH 43920

e-mail (optional): STEVE @ COOPERINS.COM

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Patricia J. Happel

Date: 7-2-09

Address: East Liverpool Area Chamber of Commerce
PO Box 94

East Liverpool OH 43920

e-mail (optional): office@elchamber.com

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

Upon learning of the effort to promote the development of U. S. Route 30 (the Lincoln Highway) as a four-lane limited access highway between Ohio Route 11 and Canton, Ohio, I wish to express my support to:

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Columbiana County Commissioner

Name: Penny J. Traina

Date: 7-2-09

Address: 105 South Market Street
Lisbon, OH 44432

e-mail (optional): ptraina@columbianacountyauditor.org

Comments: _____

RESOLUTION OF SUPPORT

July 2, 2009

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- Encourage others to join in the endeavor to expand and improve U.S. Route 30

As a person interested in the economic development and growth in Columbiana County, Ohio, I hereby express my personal support for the development of U.S. Route 30 into a 4-lane limited access highway and will encourage others to join me in supporting the project.

Name: Charles B Lang

Date: 7/2/09

Address: PO Box 796
East Liverpool, OH 43920

e-mail (optional): c-lang@stncb.com

Comments: _____

RESOLUTION OF THE POLICY COMMITTEE OF THE STARK COUNTY AREA
TRANSPORTATION STUDY

WHEREAS, the Policy Committee of the Stark County Area Transportation Study is the designated Metropolitan Planning Organization (MPO) for Stark County, and

WHEREAS, this Committee is responsible for transportation planning in Stark County, and

WHEREAS, the Transportation Review Advisory Council (TRAC) was established to fund Major New Projects that cost the Ohio Department of Transportation (ODOT) more than \$5 million which add transportation capacity and are critical to the mobility, economic development and quality of life of the citizens of Ohio, and

WHEREAS, Inclusion in MPO Long Range Plan and the Project's Priority with the regional planning decision makers are important criteria used by the TRAC in funding projects, and

WHEREAS, the STA-30-18.35 project is included in the SCATS Long Range Transportation Plan, and

WHEREAS, a TRAC Application for the STA -30-18.35 (PID 20344) will be submitted to TRAC for funding consideration, and

WHEREAS, this Committee has determined that the extension of US 30 as a four lane freeway from Trump Avenue to SR 44 is a priority for the Stark County and surrounding region, and

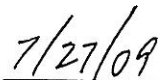
WHEREAS, this Committee has reviewed the TRAC Application and found it to be consistent with its priorities and,

NOW THEREFORE BE IT RESOLVED:

1. This Committee affirms that the STA-30-18.35 project extending US 30 as a four lane freeway from Trump Avenue to SR 44 is a priority for Stark County and the surrounding region.
2. That this Committee endorses the application to the TRAC committee for funding for the US 30 extension project.
3. The Chair of the SCATS Policy Committee is hereby authorized to sign the TRAC Application
4. That this Committee authorizes the staff to provide copies of this Resolution to the appropriate parties as evidence of action by the MPO.



Chair, SCATS Policy Committee



Date