

AGENDA

DATE: MONDAY, MARCH 20, 2006
PLACE: COUNCIL CHAMBERS
TIME: 7:30 P.M.

THERE IS ONE PUBLIC HEARING TONIGHT
RESOLUTION 9 – 2006 AT 6:30PM (CASINO AGREEMENT)

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

ORDINANCE NO. 47 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

1st Reading
AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

P
ORDINANCE NO. 48 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE accepting the Final Plat and dedication of various streets for Cherry Springs Phase I, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

1st Reading
ORDINANCE NO. 49 – 2006 BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from RM-1 Multiple Family Residential to B-1 Local Business.

P
ORDINANCE NO. 50 – 2006 BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 30 foot wide sanitary sewer easement on Out Lots 100 and 102 for the Cherry Springs Development, and declaring an emergency.

P
ORDINANCE NO. 51 – 2006 BY: HEALTH, WELFARE & BLDG REGULATIONS

AN ORDINANCE amending CHAPTER 1307 "BUILDING MAINTENANCE CODE" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Sections 1307.01(a) and (b) "Purpose and Scope" of CHAPTER 1307 "BUILDING MAINTENANCE CODE".

MONDAY, MARCH 20, 2006

P. ORDINANCE NO. 52 – 2006 BY: POLICE AND FIRE COMMITTEE

AN ORDINANCE authorizing the Mayor, the Safety Service Director and the Police Chief to enter into a new contract concerning housing of prisoners from other political subdivisions in the Massillon City Jail, and declaring an emergency.

P. ORDINANCE NO. 53 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the Edward Byrne Memorial Justice Assistance Grant for the upgrade of additional technical development to the comprehensive crime mapping program for the Massillon Police Department, and declaring an emergency.

P. ORDINANCE NO. 54 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Law Enforcement Trust Fund, for the year ending December 31, 2006, and declaring an emergency.

1st - reading RESOLUTION NO. 9 – 2006 BY: COMMITTEE OF THE WHOLE

A RESOLUTION authorizing the City of Massillon, Ohio, to enter into an Intergovernmental Agreement with the Eastern Shawnee Tribe of Oklahoma.

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

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

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

P. ORDINANCE NO. 32 – 2006 BY: FINANCE COMMITTEE

AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter an agreement with Seifert Technologies, Inc., to implement a city wide network infrastructure, and declaring an emergency.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 38 – 2006 BY: ENVIRONMENTAL COMMITTEE

2nd reading AN ORDINANCE repealing Section 965.09 "Collection Rates" of CHAPTER 965 "GARBAGE AND REFUSE COLLECTION" of the Codified Ordinances of the City of Massillon, and enacting a new Section 965.09 "Collection Rates" of CHAPTER 965 "GARBAGE AND REFUSE COLLECTION", and declaring an emergency.

ORDINANCE NO. 42 – 2006 BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

2nd reading AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Jack Doheny Supplies to purchase one Elgine sweeper, without competitive bidding, through pricing based on State Purchasing #776235C and approved by the Board of Control, and declaring an emergency.

ORDINANCE NO. 43 – 2006 BY: FINANCE COMMITTEE

2nd reading AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, General Fund and the Special Fund, for the year ending December 31, 2006, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

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

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 47 - 2006

1st reading
LEGISLATIVE DEPARTMENT

2nd reading 4/3

Filed 4/17
passed 15/1

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE approving an application for assistance under Title I of the Housing and Community Development Act of 1974, as amended, including the Consolidated Plan and Annual Action Plan; authorizing the execution and filing of the application and related assurances and certifications.

WHEREAS, under the provisions of Title I of the Housing and Community Development Act of 1974 (which title is hereunder referred to as the "Act") and the regulations promulgated thereunder (24 CFR Parts 58 and 570, hereunder referred to as the "Regulations") is authorized to make block grants to units of general local government to help finance housing and community development programs (which grants are hereinafter to as "CDBG" grants); and

WHEREAS, the City of Massillon proposes to apply for such a grant for Fiscal Year 2006 and has, in that connection and as required by and pursuant to the Act and Regulations, prepared a Consolidated Plan for community development, including a strategic plan for meeting its housing and community development needs, and an annual action plan describing the activities that the City proposes to undertake with CDBG funds; and

WHEREAS, the City of Massillon has developed and implemented a citizen participation plan to make information available to citizens, public agencies, and others on the various elements of CDBG program; to encourage participation of citizens and organizations representing citizens, particularly low and moderate income citizens, in the development of the Consolidated Plan; to hold public meetings on the Plan and proposed CDBG Budget and to provide timely and adequate notice of such meetings; and to provide technical assistance to citizens and citizen groups requesting assistance to adequately participate in the planning, implementation, and evaluation of the Consolidated Plan and CDBG Program; and

WHEREAS, the Council has duly reviewed and considered the Consolidated Plan and Annual Action Plan, along with the views and proposals of citizens, and the comments and recommendations of the City's administrative and planning officials.

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

Section 1:

This Council hereby finds and determines that the Consolidated Plan and Annual Action Plan properly and adequately identifies the City's housing and community development needs and objectives; and that the programs and activities to be undertaken by the City with CDBG funds as provided for under the Act for the 2006 Program Year have been designed so as to give maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, so as to achieve the national objectives of the CDBG program which are to develop viable urban communities by providing decent housing and suitable living environment and expanding economic opportunities, principally for low and moderate income persons; and for these reasons, this Council approves said Plan.

Section 2:

That the Mayor, being the chief executive officer of the City of Massillon, is hereby designated as the authorized representative of the City, to act in connection with the City's application for CDBG funds, and to provide such additional information, as well as to execute and file such additional documentation or certifications as may be required by the Secretary or by other responsible agencies in connection with the application.

Section 3:

That this Council hereby finds and determines that the City in preparing its application for CDBG funds, has complied with the applicable requirements of the Act and Regulations, and that this Council hereby approves the Annual Action Plan and authorizes the Mayor to execute and file the application, together with all related documentation, with the Secretary.

Section 4:

That this Council hereby directs that the City of Massillon is carrying out its CDBG funded activities, continue to comply with applicable requirements of the Act and Regulations and with other applicable laws including civil rights, equal opportunity and fair housing, citizens participation, real property acquisition and relocation, environmental protection, fair labor standards, and the requirement of giving maximum feasible priority to activities which will benefit low and moderate income households or aid in the prevention or elimination of slums and blight, and this Council authorizes the Mayor to execute and file with the Secretary certifications in such form as the Secretary may prescribe, which will provide assurances concerning these foregoing matters, and concerning other matters as may be required by the Secretary in connection with carrying out the City's CDBG program.

Section 5:

That this Council hereby authorizes the Mayor to consent to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969, insofar as the provision of such act applies to the Secretary's responsibilities for environmental review, decision making, and action to be assumed and carried out by the Mayor, and authorizes the Mayor to consent, on behalf of the City, to accept the jurisdiction of the Federal Courts for the purposes of carrying out the CDBG program; and furthermore, that this Council hereby authorizes the Mayor to execute and file such other documents and take such other actions in connection with the

FY 2006 CDBG PROGRAM - LIST OF PROPOSED PROJECTS

Project Name	Description	Amount Allocated 2006
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CITY CDBG ACTIVITIES

City Housing Program	Housing Rehabilitation/Emergency Home Repair Program	\$215,000
Housing Code Enforcement	Code Enforcement in lower income Neighborhoods	\$45,000
Demolition Program	Demolition of vacant, dilapidated structures	\$45,000
Target Area Street Program	Repaving of streets within designated low income residential neighborhoods	\$100,000
Planning, Administration, Fair Housing	CD Dept. Staff costs	\$130,000
Park & Recreation Dept. Summer Youth Program	Outreach Summer Youth Playground Program	\$10,000

CITY PROJECTS TOTAL	\$545,000
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LOCAL AGENCY PROJECTS

Massillon Main Street	Downtown Exterior Façade/Rehabilitation Program	\$50,000
St. James AME Zion Church	Installation of Outdoor Playground equipment for proposed Day Care Center	\$20,000
Westark Family Services	Homemaker services for elderly and/or handicapped residents	\$10,000
Western Stark Medical Clinic	Free medical clinic serving low income uninsured persons	\$10,000
Domestic Violence Project	Massillon Shelter Services for domestic violence victims	\$8,000
Community Services of Stark County	Family Living Center Homeless Shelter services	\$8,000
Lighthouse Visions Inc.	Basic life skills education for youth, including foster children	\$8,000
Massillon Commission to Advance Literacy	Adult Literacy Training Program	\$3,000
YWCA of Western Stark County	Child care services for low income families	\$3,000
Faith in Action of Western Stark County	In-home caregiver services for the ill, frail elderly and/or handicapped	\$3,000
Tuscarawas Elks Lodge #632	Installation of Handicap Accessible Ramp for building entrance	\$2,000

LOCAL AGENCY PROJECTS	\$125,000
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CDBG PROGRAM TOTALS (City Projects + Local Agency Projects)	\$670,000
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CDBG PROGRAM FUNDING RESOURCES

CDBG Entitlement Grant from U.S. Dept. of HUD	\$749,597
Amount Reserved for Required Section 108 Loan Payment	-\$211,115
Estimated Program Income to be Received during Program Year	\$32,840
Re-allocated CDBG Funding from Prior Program Years	\$98,678

TOTAL FUNDING AVAILABLE	\$670,000
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FY 2006 CDBG PROGRAM - LIST OF SUBMITTED AND PROPOSED PROJECTS

Project Name	Description	Amount Requested 2006	Amount Allocated 2006	Amount Funded 2005	Amount Funded 2004
CITY CDBG ACTIVITIES					
City Housing Program	Housing Rehabilitation/Emergency Home Repair Program	\$220,000	\$215,000	\$215,000	\$220,000
Housing Code Enforcement	Code Enforcement in lower income Neighborhoods	\$47,000	\$45,000	\$45,000	\$43,000
Demolition Program	Demolition of vacant, dilapidated structures	\$53,000	\$45,000	\$15,000	\$0
Target Area Street Program	Repaving of streets within designated low income residential neighborhoods	\$100,000	\$100,000	\$100,000	\$140,000
Planning, Administration, Fair Housing	CD Dept. Staff costs	\$135,000	\$130,000	\$135,000	\$180,000
Park & Recreation Dept. Summer Youth Program	Outreach Summer Youth Playground Program	\$17,000	\$10,000	\$15,000	\$30,000
Other Previously Funded City Projects				\$75,000	

CITY PROJECTS TOTAL	\$572,000	\$545,000	\$500,000	\$613,000
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LOCAL AGENCY PROJECTS

Massillon Main Street	Downtown Rehabilitation Program, alley development, sidewalks, street lights	\$147,028	\$50,000	\$62,000	\$75,000
Habitat for Humanity, Massillon Chapter	Housing development for low income families	\$50,000	**	\$20,000	\$20,000
Westark Family Services	In-home services for elderly and/or handicapped residents	\$12,000	\$10,000	\$12,000	\$15,000
Western Stark Medical Clinic	Free medical clinic serving low income uninsured persons	\$12,000	\$10,000	\$10,000	\$12,000
Walnut Hills Residents Association	Purchase & Rehab Property for Assn, Erect Neighborhood Sign at LC Jones	\$15,000		\$10,000	\$10,000
Greater Stark County Urban League	Housing Counseling Program/Rental, Mortgage Default Counseling	\$30,157		\$8,000	\$10,000
Domestic Violence Project	Massillon Shelter Services for domestic violence victims	\$8,000	\$8,000	\$8,000	\$10,000
Community Services of Stark County	Family Living Center Homeless Shelter services	\$12,500	\$8,000	\$8,000	\$10,000
Massillon Commission to Advance Literacy	Adult Literacy Training Program	\$5,000	\$3,000	\$3,000	\$4,000
YWCA of Western Stark County	Child care services for low income families	\$5,000	\$3,000	\$3,000	\$4,000

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 48 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE accepting the Final Plat and dedication of various streets for Cherry Springs Phase I, in the City of Massillon, Stark County, Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

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

Section 1:

The Final Plat for Cherry Springs Phase I, in the City of Massillon, Stark County, Ohio, presently on file in the Office of the City Engineer, is hereby approved and accepted and that the dedication to public use is hereby accepted and confirmed. This plat was approved by the Planning Commission at a meeting held March 8th 2006. The undertaking given by the owners for improvement of streets and now on file with the City Engineer is approved. The description of Cherry Springs Phase I is as follows:

Being Known as Part of Out Lot 91, located on the south side of Cherry Road NW, east of 17th Street NW. The proposal would create 5 new lots fronting on Cherry Road and includes the dedication of a portion of the existing street. These lots are zoned R-1 single family residential. The applicant is Marion, Francis, Thomas Co.

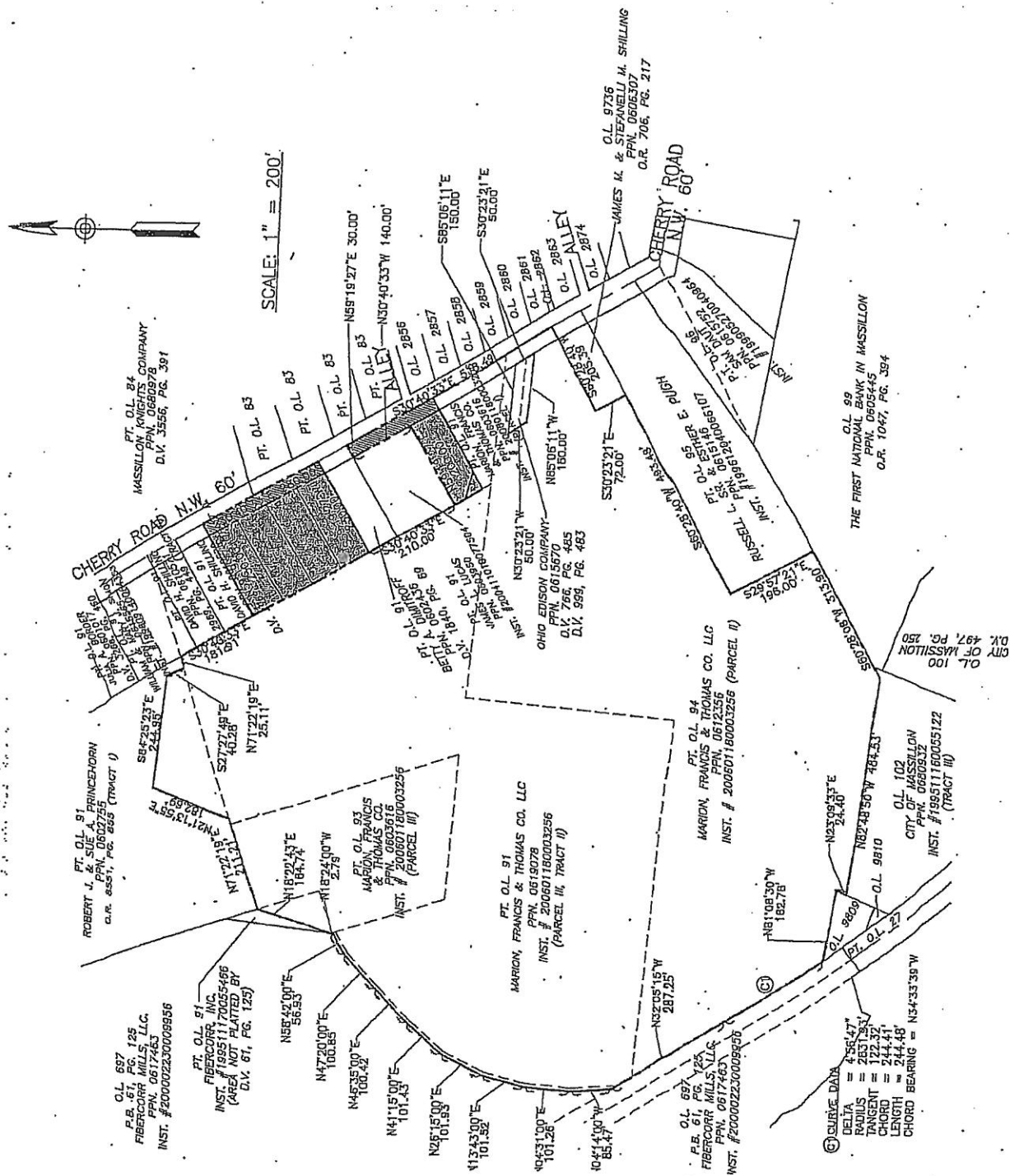
Section 2:

This Ordinance is declared to be an emergency measure for the reason that said plat is urgently needed for the development of this area and for the proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

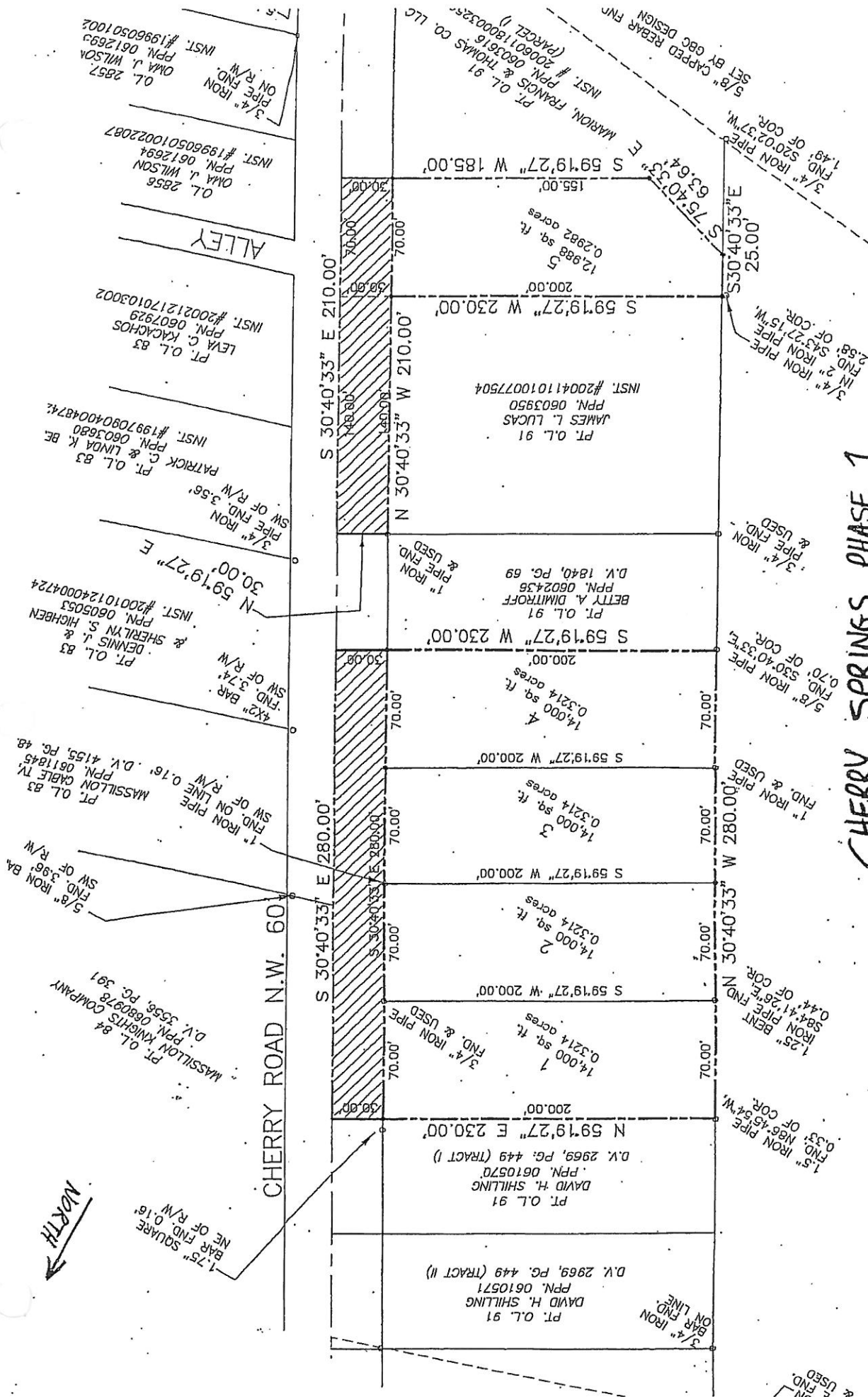
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Description: Part of Out Lot 91, located on the south side of Cherry Road NW, east of 17th Street NW. The proposal would create 5 new lots fronting on Cherry Road and includes the dedication of a portion of the existing street. The property is zoned R-1 single family residential.

Applicant: Marion, Francis, Thomas Co.



CHERRY SPRINGS PHASE 1



DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 49 - 2006

*1st reading
2nd reading 4/3
Defeated 4/17*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from RM-1 Multiple Family Residential to B-1 Local Business.

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

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from RM-1 Multiple Family Residential to B-1 Local Business. Said rezoning was denied by the Planning Commission of the City of Massillon, Ohio, on March 8th, 2006 and that notice and public hearing has been given according to law.

Section 2:

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

Being known as Lot Nos. 4332 thru 4339, located on the south side of Lincoln Way East between 22nd Street SE and 23rd Street SE. The total site is approximately 1.81 acres in size. The applicant proposes to demolish the existing dwellings on these properties and redevelop the site commercially. The applicant is Carl Oser.

Section 3:

Provided it receives the affirmative vote of not less than three-fourths of the elected members of Council, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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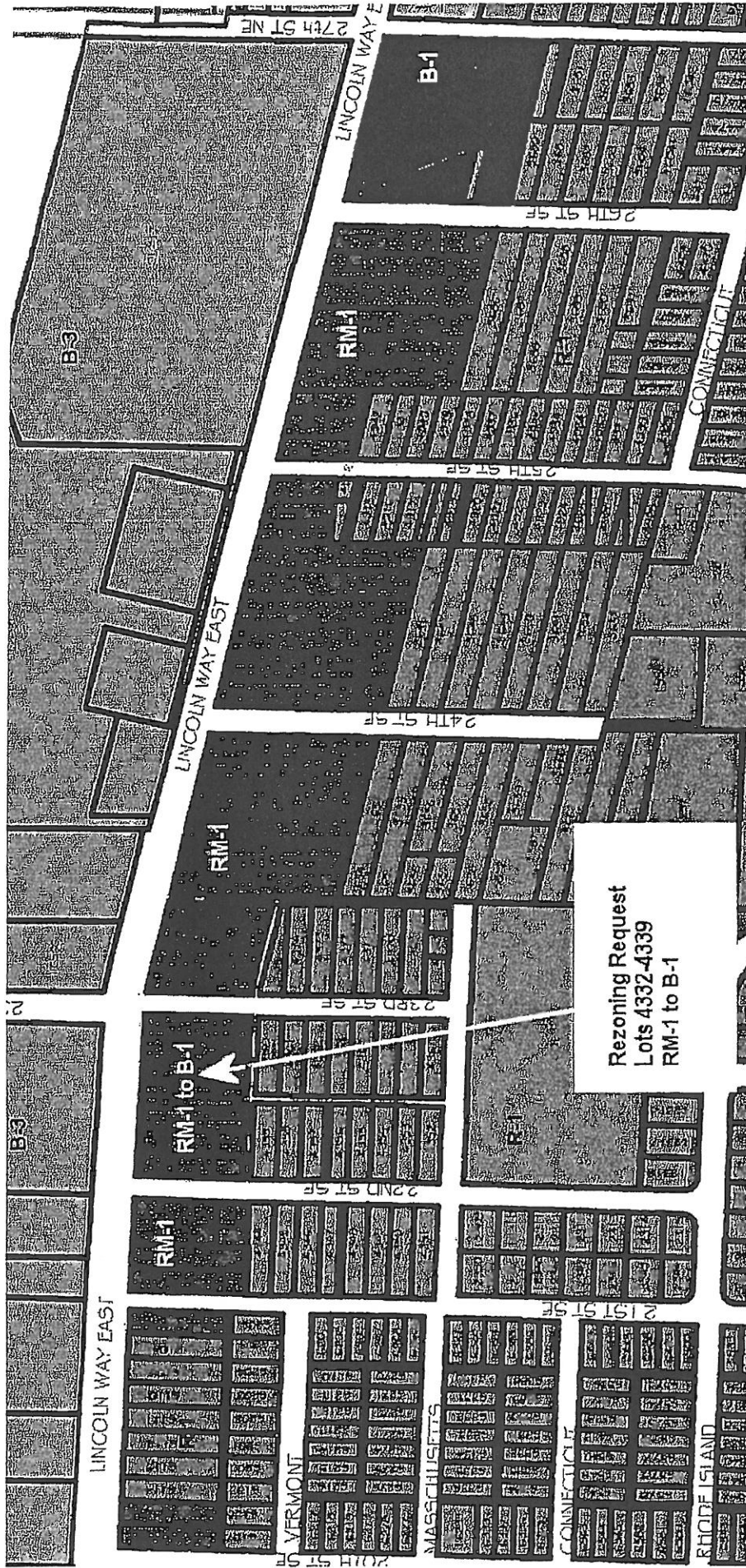
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(2 of 3 pages)



Rezoning Request
Lots 4332-4339
RM-1 to B-1



DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 50 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 30 foot wide sanitary sewer easement on Out Lots 100 and 102 for the Cherry Springs Developments, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to accept the dedication of a 30 foot wide sanitary sewer easement on Out Lots 100 and 102 for the Cherry Springs Developments.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to accept the dedication of a 30 foot wide sanitary sewer easement on Out Lots 100 and 102 for the Cherry Springs Developments.

Being known as Out Lots 100 and 102, located on the south side of Cherry Road NW, east of 17th Street NW. The request is to dedicate a 30 foot wide sanitary sewer easement to serve the Cherry Springs Developments. This easement would be on property owned by the City of Massillon and would allow the new development to tie into the existing trunk sewer. The parcels are zoned I-1 Industrial. The applicant is Marion, Francis, Thomas Co.

Section 3:

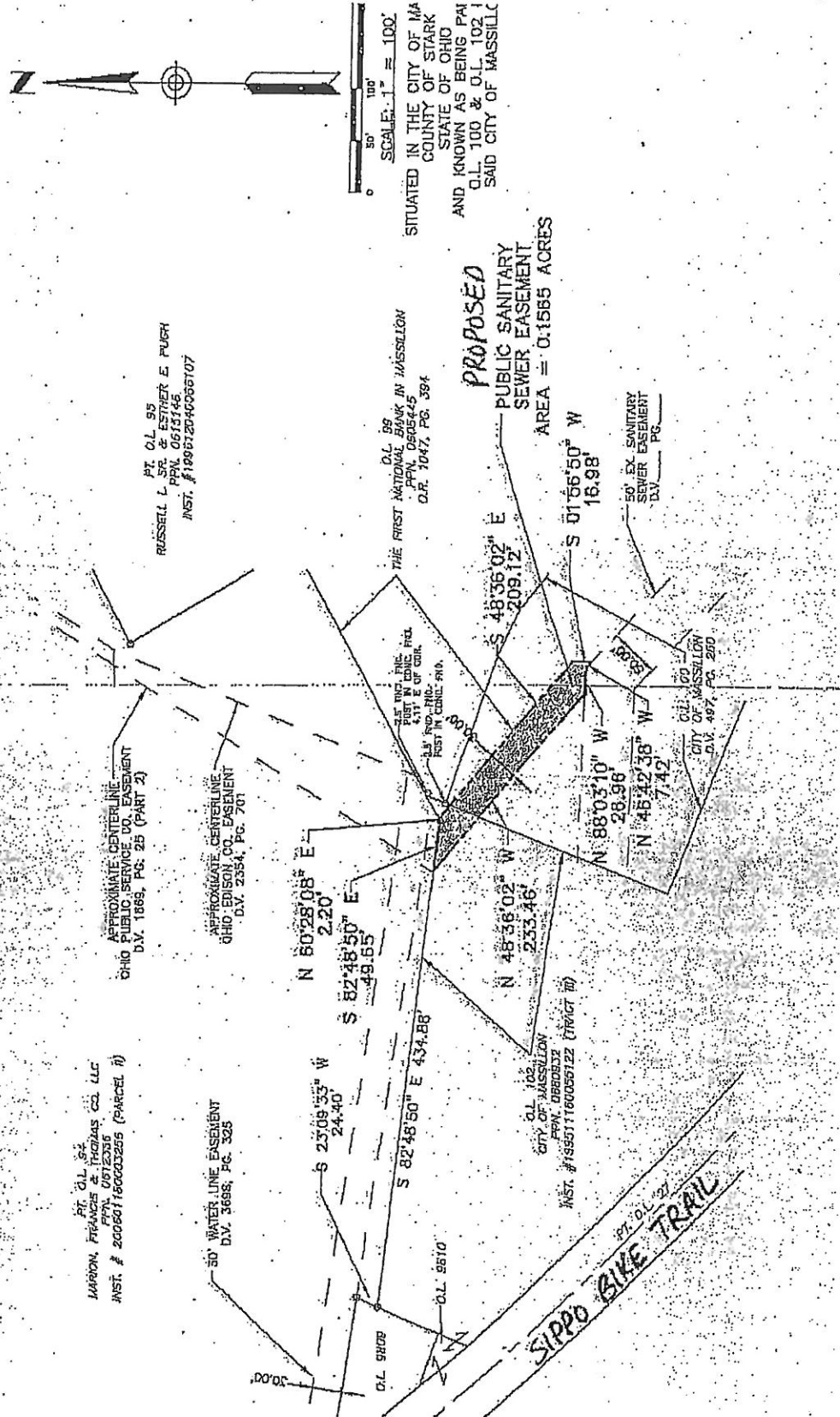
That this Ordinance is hereby declared to be an emergency measure for the reason that this 30 foot wide sanitary sewer easement must be dedicated to enable timely completion of the development. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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Sanitary Easement Plat - Cherry Springs Offsite Sewer

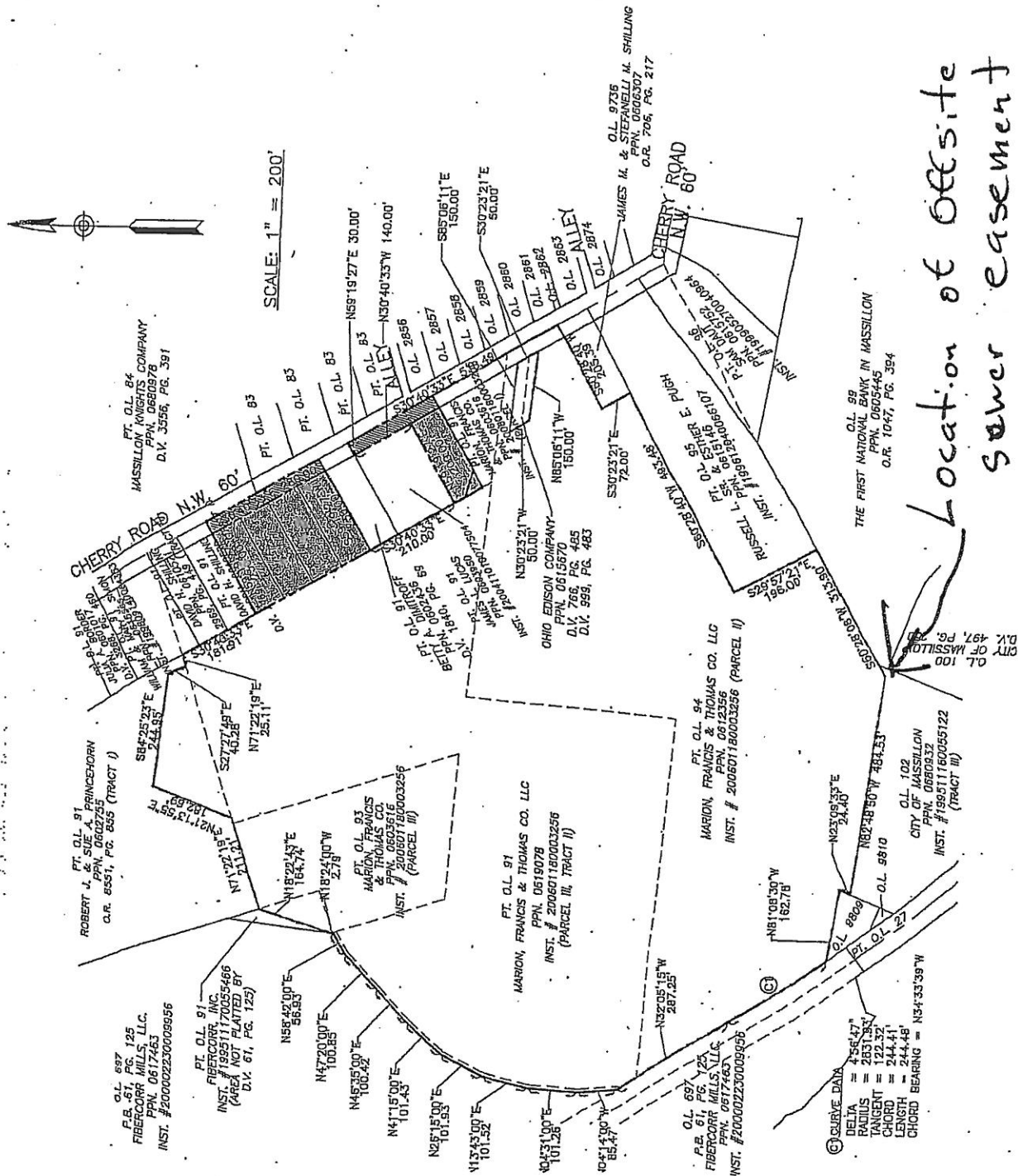
Property Description: Out Lots 100 and 102, located on the south side of Cherry Road NW, east of 17th Street NW. The proposal is to dedicate a 30-foot wide sanitary sewer easement to serve the Cherry Springs Developments. This easement would be on property owned by the City of Massillon and would allow the new development to tie into the existing trunk sewer. The parcels are zoned I-1 Industrial.

Applicant: Marion, Francis, Thomas Co.



Description: Part of Out Lot 91, located on the south side of Cherry Road NW, east of 17th Street NW. The proposal would create 5 new lots fronting on Cherry Road and includes the dedication of a portion of the existing street. The property is zoned R-1 single family residential.

Applicant: Marion, Francis, Thomas Co.



DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 51 - 2006

BY: HEALTH, WELFARE & BUILDING REGULATIONS COMMITTEE:

TITLE: AN ORDINANCE amending CHAPTER 1307 "BUILDING MAINTENANCE CODE" of the Codified Ordinances of the City of Massillon, Ohio, by repealing existing Sections 1307.01(a) and (b) "Purpose and Scope" of CHAPTER 1307 "BUILDING MAINTENANCE CODE."

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

Section 1:

The existing Sections 1307.01(a) and (b) "Purpose and Scope" of the Codified Ordinances of the City of Massillon, Ohio is hereby repealed.

Section 2:

That there hereby is enacted new Sections 1307.01(a) and (b) "Purpose and Scope" of the Codified Ordinances of the City of Massillon, Ohio. Said newly enacted Sections shall read as follows:

1307.01(a) Purpose. The purpose of the Building Maintenance Code is to establish minimum standards necessary to maintain all structures and vacant lots in the City, safe, sanitary, free from fire and health hazards, and beneficial to the public welfare; to establish minimum standards governing the maintenance of structures and vacant lots, in such condition as will not constitute a blighting or deteriorating influence on the community; to fix responsibilities for owners and occupants of structures and vacant lots with respect to sanitation, repair and maintenance; to authorize the vacation or condemnation of unsafe or unfit structures; to provide for the adoption of rules and to fix penalties for violations thereof. All hazards pertaining to fire safety regulations shall be inspected by the Fire Prevention Bureau.

1307.01(b) Scope. The provisions of the Building Maintenance Code shall be supplementary to all state or federal laws, rules and regulations, and to all other provisions of City ordinances relating to the construction, use and maintenance of buildings, structures and vacant lots and shall apply to all buildings and vacant lots or portions thereof other than those included in subsection (a) hereof.

Section 3:

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

* 2nd page is the signature page

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 52 - 2006

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor, the Safety Service Director and the Police Chief to enter into a new contract concerning housing of prisoners from other political subdivisions in the Massillon City Jail, and declaring an emergency.

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

Section 1:

The Mayor, the Safety Service Director and the Police Chief of the City of Massillon, Ohio, to enter into a new contract concerning housing of prisoners from other political subdivisions in the Massillon City Jail, the current contract will expire December 31, 2006.

Section 2:

A copy of said contract agreements is attached hereto and made part of this ordinance.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary for the efficient operation of the Massillon Police Department and the booking, boarding of prisoners. In addition, it is necessary for this contract to be effective immediately to prevent a lapse to the current agreement. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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MASSILLON CITY AND JACKSON TOWNSHIP JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Jackson Township, Stark County, Ohio, a political subdivision, hereafter "Township", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Jackson Township police officers. Jackson Township agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Jackson Township regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Jackson Township will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Jackson Township charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Jackson Township prisoners required outside of the two trips shall be the responsibility of the Jackson Township Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Jackson Township covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Township prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Jackson Township shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Jackson Township has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Jackson Township agrees to assume responsibility for any medical costs for which a Jackson Township prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Jackson Township prisoner, Jackson Township shall reimburse Massillon for said amount. However, Jackson Township shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Jackson Township prisoner, Jackson Township shall provide said transportation. If Jackson Township is unable to provide said transportation and Massillon does provide the required transportation, Jackson Township shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Jackson Township with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Jackson Township prisoners when the jail population is at or near capacity.

E. Massillon will invoice Jackson Township with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Township agrees to pay such charges within thirty (30) days after receipt of the invoice.

- F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.
- G. This Agreement constitutes the entire agreement between Massillon and Jackson Township. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.


IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

BOARD OF TRUSTEES FOR JACKSON
TOWNSHIP, STARK COUNTY, OHIO

MASSILLON CITY AND PERRY TOWNSHIP JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Perry Township, Stark County, Ohio, a political subdivision, hereafter "Township", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Perry Township police officers. Perry Township agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Perry Township regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Perry Township will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Perry Township charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Perry Township prisoners required outside of the two trips shall be the responsibility of the Perry Township Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Perry Township covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Township prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Perry Township shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Perry Township has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Perry Township agrees to assume responsibility for any medical costs for which a Perry Township prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Perry Township prisoner, Perry Township shall reimburse Massillon for said amount. However, Perry Township shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Perry Township prisoner, Perry Township shall provide said transportation. If Perry Township is unable to provide said transportation and Massillon does provide the required transportation, Perry Township shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Perry Township with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Perry Township prisoners when the jail population is at or near capacity.

E. Massillon will invoice Perry Township with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Township agrees to pay such charges within thirty (30) days after receipt of the invoice.

- F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.
- G. This Agreement constitutes the entire agreement between Massillon and Perry Township. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

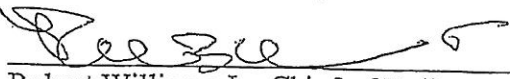
IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

BOARD OF TRUSTEES FOR PERRY
TOWNSHIP, STARK COUNTY, OHIO

MASSILLON CITY AND CANAL FULTON JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for City of Canal Fulton, Stark County, Ohio, a political subdivision, hereafter "Canal Fulton", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Canal Fulton police officers. Canal Fulton agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Canal Fulton regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Canal Fulton will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Canal Fulton charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Canal Fulton prisoners required outside of the two trips shall be the responsibility of the Canal Fulton Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Canal Fulton covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Canal Fulton prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Canal Fulton shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Canal Fulton has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Canal Fulton agrees to assume responsibility for any medical costs for which a Canal Fulton prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Canal Fulton prisoner, Canal Fulton shall reimburse Massillon for said amount. However, Canal Fulton shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Canal Fulton prisoner, Canal Fulton shall provide said transportation. If Canal Fulton is unable to provide said transportation and Massillon does provide the required transportation, Canal Fulton shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Canal Fulton with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Canal Fulton prisoners when the jail population is at or near capacity.

E. Massillon will invoice Canal Fulton with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Canal Fulton agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

- G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

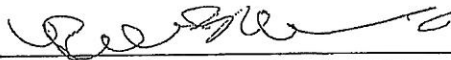
IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

CITY COUNCIL FOR CANAL FULTON,
STARK COUNTY, OHIO

MASSILLON CITY AND WILMOT JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Village of Wilmot, Stark County, Ohio, a political subdivision, hereafter "Wilmot", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Wilmot police officers. Wilmot agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Wilmot regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Wilmot will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Wilmot charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Wilmot prisoners required outside of the two trips shall be the responsibility of the Wilmot Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Wilmot covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Wilmot prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Wilmot shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Wilmot has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Wilmot agrees to assume responsibility for any medical costs for which a Wilmot prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Wilmot prisoner, Wilmot shall reimburse Massillon for said amount. However, Wilmot shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Wilmot prisoner, Wilmot shall provide said transportation. If Wilmot is unable to provide said transportation and Massillon does provide the required transportation, Wilmot shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Wilmot with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Wilmot prisoners when the jail population is at or near capacity.

E. Massillon will invoice Wilmot with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Wilmot agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

- G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

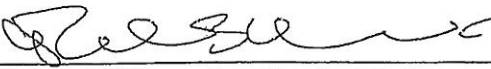
IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

COUNCIL FOR WILMOT,
STARK COUNTY, OHIO

MASSILLON CITY AND BEACH CITY JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Village of Beach City, Stark County, Ohio, a political subdivision, hereafter "Beach City", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Beach City police officers. Beach City agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Beach City regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Beach City will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Beach City charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Beach City prisoners required outside of the two trips shall be the responsibility of the Beach City Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Beach City covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Beach City prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Beach City shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Beach City has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Beach City agrees to assume responsibility for any medical costs for which a Beach City prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Beach City prisoner, Beach City shall reimburse Massillon for said amount. However, Beach City shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Beach City prisoner, Beach City shall provide said transportation. If Beach City is unable to provide said transportation and Massillon does provide the required transportation, Beach City shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Beach City with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Beach City prisoners when the jail population is at or near capacity.

E. Massillon will invoice Beach City with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Beach City agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

- G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.


IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

COUNCIL FOR BEACH CITY,
STARK COUNTY, OHIO

MASSILLON CITY AND NAVARRE JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Village of Navarre, Stark County, Ohio, a political subdivision, hereafter "Navarre", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Navarre police officers. Navarre agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Navarre regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Navarre will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Navarre charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Navarre prisoners required outside of the two trips shall be the responsibility of the Navarre Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Navarre covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Navarre prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Navarre shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Navarre has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Navarre agrees to assume responsibility for any medical costs for which a Navarre prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Navarre prisoner, Navarre shall reimburse Massillon for said amount. However, Navarre shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Navarre prisoner, Navarre shall provide said transportation. If Navarre is unable to provide said transportation and Massillon does provide the required transportation, Navarre shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Navarre with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Navarre prisoners when the jail population is at or near capacity.

E. Massillon will invoice Navarre with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Navarre agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.


IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

COUNCIL FOR NAVARRE,
STARK COUNTY, OHIO

MASSILLON CITY AND HILLS & DALES JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Village of Hills & Dales, Stark County, Ohio, a political subdivision, hereafter "Hills & Dales", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Hills & Dales police officers. Hills & Dales agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Hills & Dales regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Hills & Dales will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Hills & Dales charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Hills & Dales prisoners required outside of the two trips shall be the responsibility of the Hills & Dales Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Hills & Dales covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Hills & Dales prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Hills & Dales shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Hills & Dales has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Hills & Dales agrees to assume responsibility for any medical costs for which a Hills & Dales prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Hills & Dales prisoner, Hills & Dales shall reimburse Massillon for said amount. However, Hills & Dales shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Hills & Dales prisoner, Hills & Dales shall provide said transportation. If Hills & Dales is unable to provide said transportation and Massillon does provide the required transportation, Hills & Dales shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Hills & Dales with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Hills & Dales prisoners when the jail population is at or near capacity.


E. Massillon will invoice Hills & Dales with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Hills & Dales agrees to pay such charges within thirty (30) days after receipt of the invoice.

- F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.
- G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

_____	_____
	Francis H. Cicchinelli Jr., Mayor
_____	_____
	Michael Loudiana, Safety Service Director
_____	
	Robert Williams Jr., Chief of Police

WITNESSES:

COUNCIL FOR HILLS & DALES,
STARK COUNTY, OHIO

_____	_____
_____	_____
_____	_____

MASSILLON CITY AND BREWSTER JAIL AGREEMENT

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Village of Brewster, Stark County, Ohio, a political subdivision, hereafter "Brewster", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Brewster police officers. Brewster agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Brewster regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Brewster will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Brewster charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Brewster prisoners required outside of the two trips shall be the responsibility of the Brewster Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Brewster covenants and agrees to pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Brewster prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Brewster shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Brewster has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Brewster agrees to assume responsibility for any medical costs for which a Brewster prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Brewster prisoner, Brewster shall reimburse Massillon for said amount. However, Brewster shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Brewster prisoner, Brewster shall provide said transportation. If Brewster is unable to provide said transportation and Massillon does provide the required transportation, Brewster shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Brewster with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Brewster prisoners when the jail population is at or near capacity.

E. Massillon will invoice Brewster with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Brewster agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect in January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

- G. This Agreement constitutes the entire agreement between Massillon and Canal Fulton. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

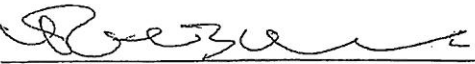
IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director


Robert Williams Jr., Chief of Police

WITNESSES:

COUNCIL FOR BREWSTER,
STARK COUNTY, OHIO

**MASSILLON CITY AND LAWRENCE TOWNSHIP
JAIL AGREEMENT**

This Agreement entered into this ____ day of _____, 2006, by and between the Board of Trustees for Lawrence Township, Stark County, Ohio, a political subdivision, hereafter "Township", and the City of Massillon, Ohio, a municipal corporation, hereafter Massillon.

- A. Massillon hereby agrees to book, receive, board, and room certain prisoners brought to the Massillon City Jail on all chargers filed by Lawrence Township police officers. Lawrence Township agrees to pay Massillon a One Hundred Thirty-five Dollar (\$135.00) fee for each prisoner accepted under this Agreement. Such fee shall be paid by Lawrence Township regardless of which law enforcement agency actually makes the arrest or delivers the prisoner to Massillon City Jail. Lawrence Township will not be responsible for the payment of booking or other jail expenses relating to bench warrants issued by a Court after conviction upon the initial Lawrence Township charge. Billings and payments shall be done on a quarterly basis. Charges originating from other law enforcement agencies such as the Ohio State Highway Patrol or Stark County Sheriff are not covered by this Agreement.
- B. Massillon further agrees to provide the following:
1. Routine medical attention that may be required and can be provided at the Massillon City Jail;
 2. Transportation to a hospital emergency room or other local clinic in cases where medical attention other than routine is required and such transportation can be safely and properly provided in a police department vehicle;
 3. A guard for the prisoner while at the hospital for a period not to exceed three (3) hours, provided that no overtime costs are incurred to supply the guard;
 4. Transportation to and/or from the Stark County Jail for commitments or subsequent court appearances, not to exceed two trips per day. Any transportation of Lawrence Township prisoners required outside of the two trips shall be the responsibility of the Lawrence Township Police Department.
 5. When a prisoner is brought in for booking the officer presenting the prisoner for booking shall provide a completed Affidavit, Complaint and Arrest report for the prisoner. The officer shall not be required to input any data into the Massillon computer system and shall not be required to remain at the Massillon City Jail any longer than the time necessary to complete the booking process which shall include the medical screening, searching and property inventory, live ID, photographing and fingerprinting of the prisoner. As long as there is no other prisoner being booked at the same time or ahead of the officer presenting the prisoner for booking, the time period that the officer remains at the Massillon City Jail should not exceed thirty (30) minutes.

C. In consideration of the foregoing, Lawrence Township shall pay Massillon the following:

1. The total cost of using a Massillon police officer to serve as a guard while the Township prisoner is confined to a hospital, except as provided in section (B)(2) above. A minimum of two (2) hours will be charged in the event that a hospital guard is required. Such costs shall include any overtime costs or other payroll costs associated with supplying a guard officer. Lawrence Township shall be given notice and an opportunity to supply personnel of its own law enforcement agency to serve as a guard while the prisoner is confined in a hospital. Massillon police officer shall serve only as a guard after Lawrence Township has been given notice and failed to supply a guard pursuant to this section.
2. It is understood that individual prisoners are primarily responsible for all costs of medical treatment or special medicines required in their treatment. Lawrence Township agrees to assume responsibility for any medical costs for which a Lawrence Township prisoner cannot be held responsible. In the event that Massillon is adjudicated liable for costs incurred by a Lawrence Township prisoner, Lawrence Township shall reimburse Massillon for said amount. However, Lawrence Township shall not be responsible for payment of the above costs of special medicines, medical attention or burial costs where the cause of death or the cause of illness or injury requiring medical attention or the administration of special medicines was the result of malfeasance, nonfeasance, neglect of duty or any other action of an employee and/or police officer of Massillon.
3. In the event that transportation out of Stark County is required for a Lawrence Township prisoner, Lawrence Township shall provide said transportation. If Lawrence Township is unable to provide said transportation and Massillon does provide the required transportation, Lawrence Township shall be invoiced for same at forty-five cent (\$.45) per mile and any payroll costs incurred by Massillon for transporting the prisoner, so long as said prisoner is subject to the jurisdiction of the Massillon Municipal Court. This section does not require Massillon to provide such transport.

D. It is mutually understood and agreed that Massillon shall receive for confinement at the Massillon City Jail, certain prisoners brought there on charges originating in Lawrence Township with the exception of those prisoners suffering from a contagious and/or infectious disease, those with a need to be medically screened prior to admission, those who exhibit a mental or physical condition which the Massillon City Jail is not equipped to handle and those over which the Massillon Municipal Court has no jurisdiction. Massillon may refuse to accept Lawrence Township prisoners when the jail population is at or near capacity.

E. Massillon will invoice Lawrence Township with an itemized statement of all charges due under this Agreement in the months of January, April, July and October. Township agrees to pay such charges within thirty (30) days after receipt of the invoice.

F. This Agreement shall take effect on January 1, 2006, and remain in effect until December 31, 2006, unless superseded or rescinded, however, either party may terminate this agreement upon thirty (30) days written notice to the other party.

G. This Agreement constitutes the entire agreement between Massillon and Lawrence Township. All other agreements concerning the booking and handling of prisoners, whether written or verbal, are hereby rescinded. Nothing in the Agreement shall be construed to provide any agreement, benefit or cause of action to any third party.

IN WITNESS WHEREOF, the parties have affixed their signatures below:

WITNESSES:

CITY OF MASSILLON

Francis H. Cicchinelli Jr., Mayor

Michael Loudiana, Safety Service Director

Robert Williams Jr., Chief of Police

WITNESSES:

BOARD OF TRUSTEES FOR
LAWRENCE TOWNSHIP, STARK
COUNTY, OHIO

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 53 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to accept the Edward Byrne Memorial Justice Assistance Grant for the upgrade of additional technical development to the comprehensive crime mapping program for the Massillon Police Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to accept the Edward Byrne Memorial Justice Assistance Grant in the amount of Thirteen Thousand Three Hundred Eight-Five Dollars (\$13,385.00) for the upgrade of additional technical development to the comprehensive crime mapping program for the Massillon Police Department.

Section 2:

The Mayor of the City of Massillon, Ohio, is hereby authorized and directed to accept the Edward Byrne Memorial Justice Assistance Grant for the upgrade of additional technical development of the comprehensive crime mapping program for the Massillon Police Department.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that the grant is necessary for the upgrade of additional technical development of the comprehensive crime mapping program that will be used in the Massillon Police Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

* 2nd page is the signature page

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

Passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 54 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Law Enforcement Trust Fund, for the year ending December 31, 2006, and declaring an emergency.

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

Section 1:

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

\$10,000.00 to an account entitled "Travel/Seminar/Schooling" 1215.305.2389

\$10,000.00 to an account entitled "Services & Contracts" 1215.305.2392

\$10,000.00 to an account entitled "Travel/Seminar/Schooling" 1215.305.2410

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

ATTEST:

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: MARCH 20, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

RESOLUTION NO. 9 - 2006

Steady
Tabled July 4/3

BY: COMMITTEE OF THE WHOLE

TITLE: A RESOLUTION authorizing the City of Massillon, Ohio, to enter into an Intergovernmental Agreement with the Eastern Shawnee Tribe of Oklahoma.

WHEREAS, the Eastern Shawnee Tribe of Oklahoma (the "Tribe") has proposed the construction of a casino and entertainment resort (the "Project") located on the former Republic Steel site situated within the City of Massillon; and

WHEREAS, the City recognizes the significant economic impact of both the proposed Project and the potential residual development occurring in and around the former Republic Steel site; and

WHEREAS, the City and the Tribe desire to enter into an Intergovernmental Agreement attached hereto and made a part hereof as Exhibit "A" for the purpose of providing a framework, for the duties and responsibilities of both parties in respect to certain operational and revenue sharing aspects related to the proposed Project.

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

Section 1:

The Council of the City of Massillon, Ohio, authorizes the Mayor of the City of Massillon to enter into Intergovernmental Agreement with the Eastern Shawnee Tribe of Oklahoma.

Section 2:

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2006

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

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

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2005, by and between the EASTERN SHAWNEE TRIBE OF OKLAHOMA ("Tribe"), the CITY OF MASSILLON, an Ohio municipal corporation.

I. PREAMBLE AND GUIDING PRINCIPLES

The Tribe is a federally recognized Indian tribe by the Secretary of the Interior, organized under the Oklahoma Indian Welfare Act of 1936, with a constitution approved by the Secretary of the Interior as of April 4, 1994, and amended March 1, 1999, possessing inherent sovereign powers.

The City of Massillon is an Ohio municipal corporation organized as a statutory municipality created under the Constitution and laws of the State of Ohio located within the boundaries of Stark County, Ohio.

The Tribe is presently considering the establishment of a gaming facility in its former homeland within the present day State of Ohio as a means of producing revenues through which it may improve the social and economic status of its members and increase the strength and self-sufficiency of the Tribe as a whole.

The City of Massillon has been identified as a potential location for the development and construction of such a gaming facility.

The City recognizes the positive impact that gaming may provide to the Tribe's citizens. The Tribe will utilize revenues generated by gaming to fund programs that provide important governmental services to the Tribe's citizens. These programs and services include education, health and human resources, housing development, road construction and maintenance, sewer and water projects, police and fire services, economic development, and any other purpose authorized under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 *et seq.*

The City further recognizes that the positive economic effects of such gaming will extend beyond the Tribe and will also benefit its neighbors, including the City as well as surrounding communities. These economic benefits, which include increased tourism and related economic development activities, will generally benefit all of Ohio and the City, in particular. Additionally, the project will help to foster mutual respect and understanding among Indian and non-Indians and a deeper appreciation for the history of Ohio among all.

The Tribe recognizes the unique economic and social costs associated with the operation of a gaming facility, including traffic, safety and other costs, and the need to provide the City and other impacted governmental entities, with compensation for addressing these gaming-related costs.

The Parties realize that a positive intergovernmental relationship based upon mutual respect and cooperation will inure to the benefit of the other Party and mitigate the potential for misunderstanding and conflict.

The Parties further recognize that before the Tribe may lawfully offer gaming within the State of Ohio under the Indian Gaming Regulatory Act ("IGRA"), 25 U.S.C. § 2701 et seq., full compliance with the IGRA and all other pertinent legal requirements will be required by the Tribe, and both Parties desire to work in harmony toward such objective.

Accordingly, the signatories to this Agreement desire to:

- (a) Advance the mutual goals of their governments through improved intergovernmental relations;
- (b) Provide a practical framework for productive relationships between the Parties; and
- (c) Establish realistic and achievable objectives that will help facilitate this relationship and thereby enhance economic growth and opportunities for the Tribe and the City.

Each Party to this Agreement assures the other Party that it will respect the governmental integrity of the other Party to this Agreement and will strive always to act in the utmost good faith toward one another.

Each Party to this Agreement acknowledges and respects the values and culture represented by the other Party to this Agreement and the importance of mutual support and cooperation to the greater good of the citizenry of each.

n. DEFINITIONS

- A. "Gaming Machines" refers to any electronic or electromechanical machine which contains a microprocessor with random number generator capability which allows a player to play games of chance, some of which may be affected by skill, which machine is affected by the insertion of a coin, token, cash, or by the use of a credit, and which awards game credits, cash, tokens, or replays, or a written statement of the player's accumulated credits, which written statements are redeemable for cash.
- B. "Infrastructure and Site Development Costs" refers to all reasonable and customary costs associated with the construction of public infrastructure improvements required to adequately service the Project, which, may include necessary environmental work; installation of necessary utilities and basic infrastructure, including phone, power, water and utility lines, etc.; and the costs

associated with the preparing the site for the construction of the project, which may include engineering work such as clearing and leveling, etc., and any work needed to provide egress and ingress to the site.

- C. "Intergovernmental Agreement" ("Agreement") refers to this Agreement and all other supplementary agreements referenced in this Agreement and any other supplementary agreements which upon approval and execution by the governing bodies of the Tribe and the City and the County (collectively, the "Parties") binds the Parties to those promises and commitments set forth herein subject to certain conditions and contingencies.
- D. "Legal Requirements" means singularly and collectively including without limitation the conditions set forth in (his Agreement; and compliance with the provisions of all applicable local, state, federal and tribal laws, required for the establishment of the Project and the Eastern Shawnee Indian lands upon which to construct the Project and lawfully offer Class II and/or Class III gaming pursuant to the IGRA.
- E. "Massillon" is defined as the City of Massillon, Ohio, an Ohio municipal corporation organized as a statutory municipality created under the Constitution and laws of the State of Ohio.
- F. "Net Revenue" is defined as the total amount of all revenues derived from or produced by any Gaming Machines less amounts paid out as, or paid for, prizes in connection with the operation of such Gaming Machines.
- G. "Project" refers to the planning, creation, establishment, design, development, construction, and operation of a Tribally-owned entertainment center to be developed within the boundaries of approximately 300 acres of Real Property within the City to consist of a gaming center to the extent permitted under the laws of the State of Ohio and/or the IGRA and related commercial facilities.
- H. "Real Property" means the real property described in Exhibit .A attached hereto and incorporated herein. The Real Property may be titled in the name of the United States, as Trustee for the benefit of the Tribe, in order to qualify as "Indian Lands" within the meaning of the IGRA.
- I. "Tribe" is defined as the Eastern Shawnee Tribe of Oklahoma, a federally recognized Indian tribe by the Secretary of the Interior, organized under the Oklahoma Indian Welfare Act of 1936, with a constitution approved by the Secretary of the Interior as of April 4, 1994, and amended March 1, 1999, which is recognized as possessing powers of self-government.
- J. "City" means the City of Massillon, Ohio.

III. PROJECT DESCRIPTION

The Project will open as a commercial entertainment establishment with development in three (3) phases:

- (1) Phase I will include a gaming facility and food services area ("Phase I").
- (2) Phase II will include gaming expansion and hotel development, which may include such amenities as an indoor pool, health area, meeting or convention space, and shops ("Phase II").
- (3) Phase III will include an expansion of the entertainment facilities ("Phase III").

It is estimated that Phase I of the Project will create approximately 2,000 new jobs, and by the end of Phase III, a total of 3,000 new jobs.

IV. UNDERSTANDINGS AND AGREEMENTS

1. Mitigation of Gaming Related Costs.

- A Mitigation Payments. The Tribe recognizes that as a direct result of the Project, the City will, and surrounding governmental entities may, experience increased demands on resources and infrastructure. In order to mitigate potential negative impacts upon the resources and infrastructure of the City and other surrounding governmental entities, the Tribe agrees that it will compensate the City in an amount equal to two percent (2%) of the Tribe's Net Revenues as such term is defined in this Agreement (the "Mitigation Payment"), subject to the conditions set forth in sub-paragraph B of this Paragraph 1, commencing at such time as all Legal Requirements are met and the Real Property is titled in the name of the Tribe and the Tribe agrees that such Mitigation Payment is, due and payable when the Project and the operation are open for business.
- B. Adjustment to Mitigation Payment. It shall be the sole responsibility of the Tribe or its authorized agents, to secure the financing to acquire all lands for the Project, including the Real Property. The City, however, agrees that until the loan to the Tribe for the infrastructure, site development costs, and purchase price of the Project and the Real Property is fully satisfied, the Mitigation Payment to the City shall be reduced by one-half of one percent (0.5%) for a period of seven (7) years.

2. Advisory Committee

- A Creation of Advisory Committee. The City and Tribe will establish an Advisory Committee to manage and disburse as appropriate the Mitigation

Payments paid by the Tribe. The voting composition of an Advisory Committee will include three (3) representatives appointed by the City, one of which shall be a representative of the City and the other two will include representatives of other local governmental entities directly impacted by the Project, i.e., the Stark County Commissioners and/or the Massillon Board of Education; and one (1) representative of the Tribe. The representatives appointed by the City shall serve for an initial term of five years and shall be eligible for reappointment thereafter for successive five (5) year terms unless this Agreement is otherwise amended or terminated as hereafter provided. If a vacancy should occur with respect to any appointee made by the City, a replacement shall be appointed in the same manner as the original appointment.

Disbursements made by the Advisory Committee shall be based on criteria agreed upon by the City and Tribe in a separate agreement, provided that the Parties agree that first priority shall be given to funding services, projects, and activities directly impacted by the Project, including, but not limited to roads and utilities, public safety services, emergency services, social services, educational services, economic development activities, and other similar governmental services, and further provided that the City will only use the Mitigation Payments in accordance with these restrictions upon use of tribal gaming revenues set forth in the IGRA. Such determination of priority and related matters shall be made in the sole and absolute discretion of the Advisory Committee. Any remaining portion of the Mitigation Payments existing after satisfaction of the provisions contained in sub-paragraphs 1(B) and 2(A) of Section IV of this Agreement may be retained by the City or allocated to any governmental entity impacted by the Project for any lawful purposes provided that such purposes do not conflict with the restrictions upon use of tribal gaming revenues set forth in the IGRA.

The separate agreement governing allocations of the Mitigation Payment shall be negotiated and executed by the Parties prior to the time of the first Mitigation Payment is scheduled to be made by the Tribe to the City. Thereafter the separate agreement shall be reviewed by the City and the Tribe every five years throughout the term of this Agreement to determine whether the allocation criteria should be revised to meet Project-related impacts to impacted local and county governments.

B Special Needs. The Tribe and the City recognize and acknowledge that once the Project is established and commences operation, unanticipated impacts or special needs directly related to the Project may be identified. In the event that the amount of the Mitigation Payment is not sufficient to cover the costs of such unanticipated impacts and/or special needs, the City may seek additional financial assistance from the Tribe, provided that the City submit such request in writing along with documentation sufficient to establish that the need for such discretionary funding is directly related to the presence of the gaming facility and the Project, and further provided that such additional discretionary

contributions shall be used for purposes consistent with the limitations on the use of tribal revenues derived from gaming as set forth in the IGRA. Accordingly, such additional discretionary contributions may only be used for charitable purposes or to help fund the governmental operations of the City, such as, for example, the City's emergency medical services, fire and police protection, education and physical infrastructure. The City understands and agrees that the total amount of any allocation by the Tribe to the City for a Special Needs payment in any fiscal year shall in no event exceed one-quarter (1/4) of one percent (1) of the Tribe's Net Revenues for the fiscal year preceding such request.

3. Accountability.

- A. The City and Tribe agree that each Party is responsible to ensure that its obligations under this Agreement are met and that the acceptance of such obligations by each constitutes a material inducement by the other to enter into this Agreement. As a gesture of good faith as well as a means of establishing a proper framework for demonstrating accountability on the part of each, the Parties agree as follows:

- i- Tribe. The Tribe agrees that it will provide the City, through its designated representative, an annual certification verifying that the Tribe's calculation of the Mitigation Payment is true and correct and that the amount is equivalent to that to which the City is entitled under the terms of this Agreement. Upon request by the City, the Tribe will permit the City's designee to review the books and records sufficient to verify the accuracy of the Tribe's calculation of the Mitigation Payment to the Committee, provided that such viewing shall not be deemed a waiver of the confidential and proprietary nature of such financial information.

If, after reviewing the relevant books and records, the City's designee is not satisfied with the Tribe's calculation, the Tribe and the City shall by mutual agreement designate an independent accounting firm of national reputation having an office located within the State of Ohio to review the Tribe's audit statement and such other books and records as such accounting firm may require to make an independent calculation of the amount of the Mitigation Payment, which determination shall be binding on the Parties. If the difference between the Tribe's calculation and the recalculation performed by the independent accounting firm is greater than \$5,000.00 the cost of the recalculation shall be borne equally between the Tribe and the City. If the amount is less than \$5,000.00, the cost shall be borne by the City. It is the intent of the Parties that this provision is specifically designed to and shall be construed so as to protect the confidentiality of the Tribe's proprietary financial information.

- ii. City. The City shall be responsible for property managing and accounting for all funds received from the Tribe under this Agreement. With regard to the Mitigation Payment, a special account or fund to be managed by the City shall be created at a financial institution within Stark County, Ohio, into which the funds shall be deposited. Commingling of the City Mitigation Payment funds with other sources of revenue and with other public funds shall be prohibited in this account. All disbursements of money from this account or fund shall be specifically authorized by the Advisory Committee by resolution and the Advisory Committee shall, maintain a record of such authorizations in minutes or other official written records of decision in sufficient detail to facilitate an audit and determine the entity to which, the funds were disbursed and the purposes for which the funds were authorized. If a surplus remains after all impacts have been mitigated in any fiscal year, the Advisory Committee shall disburse the surplus to the City, which may retain in whole or in part or may reallocate such surplus in whole or in part to other governmental entities impacted by the Project.

Within ninety (90) days after the close of the fiscal year, the Advisory Committee shall provide the Tribe an annual accounting and narrative report setting forth the obligations or disbursements made from the Mitigation Payment Fund and/or special needs funding. Such accounting shall have sufficient detail to establish that the funds were obligated and/or disbursed in accordance with the priorities set forth in Paragraph 2 above and consistent with the purposes for which tribal gaming revenues may lawfully be expended under the IGRA. If the Advisory Committee fails to submit the annual report to the Tribe, the Tribe shall be relieved of its obligations under Paragraph 5 until such time as the annual report is submitted. If the Advisory Committee or the City fails to abide by the limitations on the use of gaming revenues contained in IGRA, the Tribe shall reduce the amount of the City's next Mitigation Payment by such amount.

4. Taxes:

- A. Exemption. Except as otherwise provided herein, the City agrees that it will not initiate action intended to result in the imposition, or assessment of any taxes, duties, assessments, or fees upon the Tribe or its property; the Project or its stages; and the management and/or operations located on the Tribe's Indian trust lands.
- B. Collection of City Income Tax. The Tribe agrees to withhold from the wages of all on-site non-Tribe member employees subject to taxation by the City and remit to the City respectively on a quarterly basis the current and effective local income tax that may be lawfully collected by the City under Ohio law.

The Tribe's obligation to withhold from the wages of all on-site non-Tribe member employees subject to taxation and remit to the City on a quarterly basis the current and effective City income tax shall, remain in full force and effect until such time as the gaming facility ceases to exist or operate. If this Agreement is terminated for any reason or fails to be renewed, the Tribe agrees to withhold from the wages of all on-site non-Tribe member employees, subject to taxation and remit to the City on a quarterly basis the current and effective City local income tax. Any change of use after the expiration of this Agreement shall not relieve the Tribe's obligation to withhold the City's current and effective local income tax from all the wages of all eligible tribal employees, subject to taxation within the Project area as defined herein. Furthermore, the Tribe agrees to contractually obligate its contractors and subcontractors to withhold and remit to the City of Massillon applicable payroll taxes.

5. Special Agreement

The Tribe agrees that it will not permit the use or establishment of any adult entertainment facility or sexually-oriented business as those terms are defined by Tribal ordinances, upon any portion of the project.

6. Law Enforcement.

The City and the Tribe agree to execute by addendum to this Agreement a joint powers agreement which shall set forth the agreement between the City and the Tribe with regard to law enforcement within, the Project area including upon the premises of the gaming facility, provided that the Tribe shall at all times maintain exclusive jurisdiction over employee and patron disputes within its legal jurisdiction; contract disputes between the Tribe or the Project and any other person or entity within its legal jurisdiction; and all other civil matters pertaining to or arising from the operation of the Project within its legal jurisdiction. Nothing in this Agreement shall alter or diminish the respective jurisdictional authority of either Party except as otherwise expressly provided herein.

7. Building and Construction Standards.

Both the Tribe's existing Gaming Ordinance (attached to this Agreement as Exhibit B) and the IGRA provide that the construction and maintenance of Tribe's gaming facilities as well as the operation of gaming is conducted in a manner which adequately protects the environment and the public health and safety. Accordingly, the Tribe agrees that the building and construction standards it will apply to the construction and maintenance of the facilities will be appropriate to the climate and geography of the site and will be consistent with the construction standards adopted or applied by the City and/or State of Ohio.

8. Dispute Resolution.

The Parties at all times shall strive to resolve any differences amicably. In the event that amicable resolution is not possible under the circumstances present at the time, the Parties agree as follows:

- A. Governing Law. All questions concerning the validity, intention, or meaning of this Agreement or relating to the rights and obligations of the Parties with respect to performance hereunder shall be construed and resolved under the laws of the United States and to the extent not inconsistent therewith, the laws of the State of Ohio.
- B. Negotiation. In an effort to foster good government-to-government relationships, the City and the Tribe shall make their best efforts to resolve claims of breach of this Agreement by good faith negotiations whenever possible. Any such disputes between the Tribe and the City shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions, and conditions of this Agreement.
- C. Mediation. Any controversy or claim arising out of or relating to this Agreement, including without limitation issues related to the making, formation and validity of this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, shall be subject to mandatory mediation. A competent mediator shall be chosen by agreement of the Parties. If the Parties are unable to agree on a mediator, either Party may request that a judge, pursuant to section D, appoint a mediator. The Tribe reserves the right to revoke its limited waiver of sovereign immunity if the City fails to comply with this clause.
- D. Arbitration. If not resolved within fifteen (15) days after selection or appointment of a mediator, any controversy or claim arising out of or relating to this Agreement, including without limitation issues related to the making, formation and validity of this Agreement and issues related to the existence, interpretation and enforceability of the mediation and arbitration provisions of this Agreement, but excluding issues regarding or related to the sovereign immunity of the Tribe, shall be adjudicated exclusively by binding arbitration. The costs of arbitration and mediation shall be borne equally by the parties, and each party shall pay their own attorneys' fees.
- E. Venue. The arbitration shall take place at a mutually agreed location within Stark County, Ohio or such other place as the parties may agree.

- F. Arbitrator. One arbitrator and the expedited procedures of such rules shall be used in cases involving claims and counterclaims of \$50,000 or less. A competent arbitrator shall be chosen by agreement of the Parties. If the Parties are unable to agree on an arbitrator, either Party may request that a judge, pursuant to Section D, appoint an arbitrator. In all other cases, three arbitrators and the general rules shall be used. Where three arbitrators are used, each Party shall appoint an arbitrator within ten (10) days of the commencement of the arbitration and the two arbitrators shall appoint a third arbitrator within ten (10) days of their appointment. If the two arbitrators are unable to agree on the appointment of the third arbitrator within this ten-day period, the third arbitrator shall be appointed by the President of the Stark County Bar Association. In all cases, each arbitrator shall be neutral. Under no circumstances shall the arbitrator or arbitration panel make any determinations regarding the Tribe's sovereign immunity from unconsented suit. The arbitrator or arbitration panel shall have the authority to authorize or require discovery of the kinds provided for by the Federal Rules of Civil Procedure. The decision of the arbitrator or the majority of the members of the arbitration panel shall be final and binding.
- G. Compelling and Enforcing Arbitration. Mediation and arbitration may be compelled, and a decision of the arbitrator or arbitration panel may be enforced, through appropriate judicial proceedings in courts of competent jurisdiction. In the event that such judicial proceedings are initiated, each Party shall be responsible for its own attorney's fees and costs.
- H. Disputes Regarding or Related to Sovereign Immunity. Any dispute regarding or related in any way to the sovereign immunity of the Tribe, shall be resolved in the United States District Court for the Northern District of Ohio ("Federal Court"). In the event that this Federal Court determines that it lacks jurisdiction over that proceeding, the dispute regarding the sovereign immunity of the Tribe may be resolved in the courts of the State of Ohio applying federal law. In the event that such judicial proceedings are initiated, each Party shall be responsible for its own attorney's fees and costs.
- I. Limited Waiver of Sovereign Immunity. Except as expressly provided in this Section, nothing in this Agreement shall constitute or be construed as a general waiver of the Tribe's sovereign immunity from suit. The Tribe hereby consents to submission of disputes, arising under this Agreement and alleging a breach of one or more of the specific obligations or duties expressly assumed by the Tribe herein, to mediation; arbitration; and lawsuits solely seeking to compel such mediation or arbitration or seeking enforcement of an arbitration decision. This limited waiver is applicable

solely to claims by the City, and not by any other person, corporation, partnership or entity whatsoever. This limited waiver extends only to actions seeking money damages against the Tribe for breach of this Agreement following the award and decision of the arbitrator(s). The Tribe does not waive, limit or modify its sovereign immunity from unconsented suit except as expressly provided in this Section and it is understood that this limited waiver of the Tribe's sovereign immunity suit shall extend only to legal claims seeking money damages for breach of the terms of this Agreement and to no other claim or cause of action of any kind whatsoever.

- K. Limitations on Liability. No present or future member, manager, partner, director, officer, shareholder, employee, affiliate, representative, advisor or agent of either Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and the Parties, without limitation, shall look solely to assets of the other for the payment of any claim or for any performance, and each hereby waives and releases the other from any and all such claims for personal liability.

9. Successors and Assigns.

The benefits and obligations of this Agreement shall inure to and will be binding upon the Parties hereto and their respective successors and permitted assigns. Either Party may assign its responsibilities or duties under this Agreement to another governmental, entity, a subordinate governmental agency, department, economic development board, or other similar instrumentality created by and authorized by such Party provided that such assignment does not relieve either Party of its ultimate responsibilities and obligations hereunder and the other Party consents in writing to such assignment. All assignments except those described herein are prohibited. Any purported assignment or rights or delegation of performance in violation of this paragraph is void.

10. Binding Effect of Agreement.

This Agreement shall be binding on and inure to the benefit of the Tribe and the City and its representatives and permitted transferees, successors and assigns.

11. Severability.

If any provision of this Agreement is determined by the final decision of an administrative agency, arbitrator, arbitration panel or court to be invalid or in violation of any law or regulation, such provision shall be severed from this Agreement and the remainder of this Agreement, so long as the material purposes of this Agreement can be determined and

effectuated. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.

12. Notices.

All notices required or provided for under this Agreement shall be in writing and shall be deemed to be properly given when personally delivered to the Party entitled to receive the notice, or when sent by facsimile to the facsimile number of the Party entitled to receive such notice as set forth below, or when sent by certified or registered mail, return receipt requested; United States Express Mail or Federal Express, or equivalent courier service, and shall be effective only if and when received by the Party to be notified. Notice required to be given shall be addressed as follows:

If to the City:

City of Massillon
Attention: Mayor
Administration Building
151 Lincoln Way East
Massillon, Ohio 44646
Facsimile Number (330-830-1764)

If to the Tribe:

Chief
Eastern Shawnee Tribe of Oklahoma
P.O. Box 350
127 W. Oneida
Seneca, Missouri 64865
Facsimile Number: (918) 666-2136

With a copy to:

Second Chief
Eastern Shawnee Tribe of Oklahoma
P.O. Box 350
127 W. Oneida
Seneca, Missouri 64865
Facsimile Number: (918) 666-2136

With a copy to:

Karl D. Jones
Jones & Gardner
P. O. Box 866
244 S. Scraper
Vinita, Oklahoma 74301-0866
Facsimile Number: (918) 256-8794

A Party may change the address by giving timely notice, in writing, to the other Party and thereafter notices shall be addressed and transmitted to the new address.

13. Force Majeure.

Non-performance by the Tribe or the City shall be excused when it is prevented or delayed by reasons of any act, event or condition reasonably beyond the control of the Tribe as follows:

- A. War, insurrection,, civil commotion, riot, flood, severe weather, earthquake, fire, casualty, disease, acts of public and governmental enemies, acts of God, governmental restriction, court injunction, acts or failures to act of any governmental agency or entity, or act of terrorism; or
- B. Inability to secure necessary labor, materials or tools, due to strikes, lockouts, other labor disputes, or delays of any contractor, subcontractor, or supplier.

14. Term and Termination of Agreement.

This Agreement shall be effective and the term shall commence on the date when the "Project" contemplated by this Agreement is completed and operational ("Effective Date"), Subject to earlier termination as provided in this Paragraph, the term of this Agreement ("Term") shall be fifteen (15) years from the Effective Date with the Tribe to have the option to renew for an additional fifteen (15) year option term ("Option Term"). Provided further this Agreement is subject to early termination by the Tribe upon ninety (90) days notice at any time after the initial five (5) year term. In the event the Tribe elects to terminate this Agreement early, as hereinbefore identified, the Tribe will give five (5) years advance notice of its election to terminate.

15. Contingency.

The validity and enforceability of this Agreement is contingent upon 1) the Tribe securing the land described in Exhibit A in trust for gaming purposes; 2) the Tribe obtaining or receiving all necessary governmental and/or third party approvals; and 3) the establishment and continued existence of the gaming facility at the Project. If any of the foregoing conditions fails to occur as set out herein or if the facility is permanently and continually closed for a period of five (5) years after commencement of operation for any reason, this Agreement shall be rendered null and void and shall cease to be of any legal force or effect and the Tribe shall be free to use and/or dispose of the Real Property unencumbered by this Agreement in accordance with federal and tribal law.

EASTERN SHAWNEE TRIBE OF
OKLAHOMA
CORPORATION

CITY OF MASSILLON,
AN OHIO MUNICIPAL

By: _____
Charles D. Enyart
Chief

By: _____
Francis H. Cicchinelli, Mayor

By: _____
Charles D. Captain
Second Chief

By: _____
,Massillon Clerk

APPROVED AS TO LEGAL FORM ONLY:

, Massillon City Solicitor