

## AGENDA

DATE: MONDAY, AUGUST 21, 2006

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

THERE ARE NO PUBLIC HEARINGS TONIGHT

1. ROLL CALL
2. INVOCATION BY COUNCILMAN CHUCK MAIER
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. 119 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*1<sup>ST</sup> READING*

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from Perry Township Zoning to B-3 General Business.

**ORDINANCE NO. 120 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*1<sup>ST</sup> READING*

**AN ORDINANCE** amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-2 General Industrial to B-3 General Business.

**ORDINANCE NO. 121 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*1<sup>ST</sup> READING*

**AN ORDINANCE** amending CHAPTER 1179 "NONCONFORMING USES; LOTS; AND STRUCTURES" of the Codified Ordinances of the City of Massillon, by amending existing Sub-Section 1179.04(b) "Nonconforming Structures" of CHAPTER 1179 "NONCONFORMING USES; LOTS; AND STRUCTURES", and enacting a new Sub-Section 1179.04(b).

**ORDINANCE NO. 122 – 2006**

**BY: HEALTH, WELFARE & BLDG REGULATIONS**

*PAGE 9-0*

**AN ORDINANCE** authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a lease agreement with the Massillon Community Health Systems, LLC, for the premises located on the first (1<sup>st</sup>) floor of the building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10 for use by the Massillon City Health Department, and declaring an emergency.

**ORDINANCE NO. 123 – 2006**

**BY: PARKS AND RECREATION COMMITTEE**

*PAGE 9-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an extension of the lease agreement with Crown Castle GT Company LLC for the cell tower located on the Kiwanis Park property in the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 124 – 2006**

**BY: POLICE AND FIRE COMMITTEE**

*PASS 9-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and received sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for structural repairs to the Number One Fire Station of the City of Massillon Fire Department, and declaring an emergency.

**ORDINANCE NO. 125 – 2006**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 9-0 (JASON ANNEX)*

**AN ORDINANCE** vacating a portion of a certain public alley.

**ORDINANCE NO. 126 – 2006**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 9-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Amherst Road Resurfacing Project in the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 127 – 2006**

**BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY**

*PASS 9-0*

**AN ORDINANCE** authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Municipal Government Center Parking Lot Project in the City of Massillon, and declaring an emergency.

**ORDINANCE NO. 128 – 2006**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

**AN ORDINANCE** reducing the appropriations in the Parking Enforcement Fund, of the City of Massillon, for the year ending December 31, 2006, and declaring an emergency.

**ORDINANCE NO. 129 – 2006**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

**AN ORDINANCE** making certain appropriations from the unappropriated balance of the OPWC Projects Fund, Income Tax Capital Improvement Fund, Municipal Road Fund, Waste Management Grant Fund, Healthy Ohioans Grant Fund, General Fund and the Wastewater Treatment Fund, for the year ending December 31, 2006, and declaring an emergency.

**ORDINANCE NO. 130 – 2006**

**BY: FINANCE COMMITTEE**

*PASS 9-0*

**AN ORDINANCE** establishing a fund entitled "Law Department – Forfeited Funds", and creating line items within said fund, and declaring an emergency.

**7. UNFINISHED BUSINESS**

**8. PETITIONS AND GENERAL COMMUNICATIONS**

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE FOR MASS ENTERTAINMENT INC 14 LINCOLN WAY WEST MASSILLON OHIO 44646

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A TRANSFER OF LIQUOR LICENSE FROM LUCKYS RETAIL MANAGEMENT LLC DBA LUCKYS RETAIN MANAGEMENT LLC 1630 KEUPER BLVD NE MASSILLON OHIO 44646 TO SWEETPEA RETAIL LLC DBA MAGGIORES DRIVE THRU "5 1630 KEUPER BLVD NE MASSILLON OHIO 44646

**9. BILLS, ACCOUNTS AND CLAIMS**  
**10. REPORTS FROM CITY OFFICIALS**

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

**11. REPORTS OF COMMITTEES**  
**12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBERS**  
**13. CALL OF THE CALENDAR**

**ORDINANCE NO. 73 – 2006**

**BY: COMMUNITY DEVELOPMENT COMMITTEE**

*Pass 9-0*

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

**14. THIRD READING ORDINANCES AND RESOLUTIONS**  
**15. SECOND READING ORDINANCES AND RESOLUTIONS**  
**16. NEW AND MISCELLANEOUS BUSINESS**  
**17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA**  
**18. ADJOURNMENT**

**MARY BETH BAILEY - CLERK OF COUNCIL**

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 119 - 2006

*1st reading*  
LEGISLATIVE DEPARTMENT

*2nd reading 9/5*  
*passed 9/18*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from Perry Township Zoning to B-3 General 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 Perry Township Zoning to B-3 General Business. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on August 9, 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-3 General Business.

Being known as Out Lot 1029, a 4.2 acre parcel recently annexed to the City of Massillon from Perry Township. The purpose of the rezoning is for the existing automotive dealership Progressive Cadillac-Dodge, 7966 Hills & Dales NW. The applicant is the City of Massillon.

Section 3:

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

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



# Rezoning Request - Sanders Annexation

**Location:** Progressive Cadillac-Dodge, 7966 Hills & Dales NW, Out Lot 1029, a 4.2 acre parcel recently annexed to the City of Massillon from Perry Township.

**Zone Change:** From: Perry Township Zoning

**Proposed Use:** To: B-3 General Business

**Applicant:** Existing Automobile Dealership

**City of Massillon**

AUG 14 2006

msb

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

City of Massillon, Ohio  
City Engineer  
City of Massillon, Ohio

**NOTE:** The territory shown on this map is being annexed to the City of Massillon, Ohio, and is being rezoned from B-3 General Business to B-3 General Business. The territory is being annexed to the City of Massillon, Ohio, and is being rezoned from B-3 General Business to B-3 General Business.

**MASSILLON CITY COUNCIL**  
City Engineer  
City of Massillon, Ohio

**CITY ENGINEER**  
City of Massillon, Ohio

**COUNTY ENGINEER**  
County of Stark, Ohio

**COUNTY RECORDER**  
County of Stark, Ohio

**STARK COUNTY COMMISSIONERS**  
County of Stark, Ohio

**RECEIVED**

**AUG 14 2006**

**msb**

**RECORDING INFORMATION**

DATE: 8/14/06

TIME: 1:00 PM

BOOK: 100001

PAGE: 1

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 120 - 2006

*1st reading*  
LEGISLATIVE DEPARTMENT  
*2nd reading 9/5*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-2 General Industrial to B-3 General Business.  
*Filed 10/16*  
*passed 10/16*

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 I-2 General Industrial to B-3 General Business. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on August 9, 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-3 General Business.

Being known as an approximate 45 acre parcel of land located on the west side of State Route 21 between U.S. 30 and Warmington Road SW and consisting of Out Lot 580 and Part of Out Lot 581. The majority of this property was rezoned to B-3 General Business in 2003. The specific request at this time is to rezone an 800 foot wide by 310 foot deep portion of Out Lot 581 from I-2 General Industrial to B-3 General Business. The applicant proposes to construct a shopping center anchored by a Menards Home Improvement Center. The applicant is Menard, Inc (Mark Lee, Corporate Counsel).

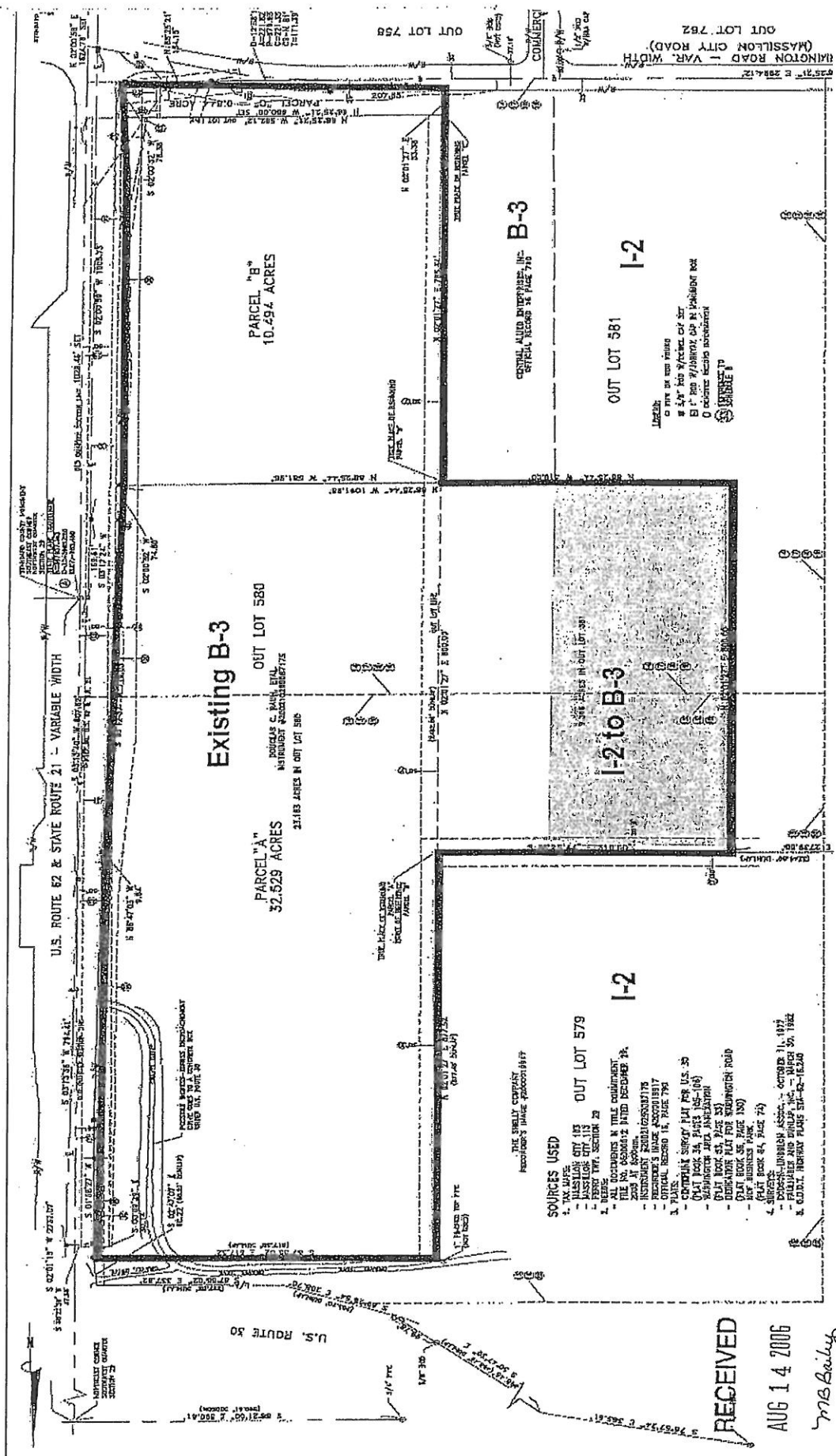
Section 3:

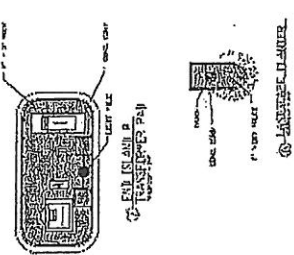
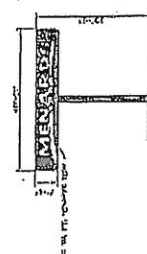
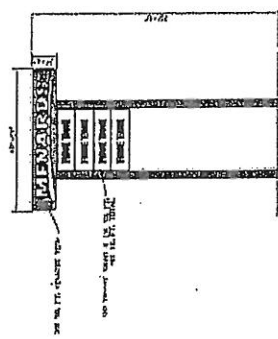
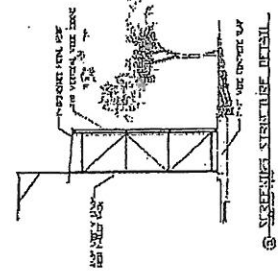
This ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

***Location and Description:*** An approximate 45 acre parcel of land located on the west side of State Route 21 between U. S. 30 and Warmington Road SW and consisting of Out Lot 580 and Part of Out Lot 581. The majority of this property was rezoned to B-3 General Business in 2003. The specific request at this time is to rezone an 800 foot wide by 310 foot deep portion of Out Lot 581 from I-2 General Industrial to B-3 General Business.

**Proposed Use:** The construction of a shopping center anchored by a Menards Home Improvement Center  
**Applicant:** Menard, Inc. (Mark Lee, Corporate Counsel)





SYMBOL	QUANTITY	SIZE	QUANTITY
1	1	1/2" x 1/2" x 1/2"	1
2	1	1/2" x 1/2" x 1/2"	1
3	1	1/2" x 1/2" x 1/2"	1
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81	1	1/2" x 1/2" x 1/2"	1

<b>KENARD INC.</b>	HENARDS	CROSSVILLE STATE ST. WALKER
MORTGAGES DEPARTMENT	MASSILLON, OH	
FULL TIME POSITION	NEXT FILE PROPOSED SITE PLAN	
SUBJECT:	ISSUE:	DATE FOR REVIEW
( ) LATE	B.T.	AUGUST 76
1	WORK IN	JUNE 76
2	TITLE	
3		

VACANT

THE UNIVERSITY OF CHICAGO

© HEINZ HEIMANN

## FUTURE DEVELOPMENT

U.S. HWY. 30

**PROPOSED SIGNATURE**

U.S. HYV. 52.

OVERALL TRACT  
1,961.692± SQ. FT.  
45.03± ACRES

RECEIVED

(c) LAKEVIEW PLAZER RESID.

AUG 14 2006

Phing BCL

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 121 - 2006

*1st reading*  
LEGISLATIVE DEPARTMENT  
*2nd reading 9/5*  
*passed 9/18*

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending CHAPTER 1179 "NONCONFORMING USES; LOTS; AND STRUCTURES" of the Codified Ordinances of the City of Massillon, by amending existing Sub-Section 1179.04(b) "Nonconforming Structures" of CHAPTER 1179 "NONCONFORMING USES; LOTS; AND STRUCTURES", and enacting a new Sub-Section 1179.04(b).

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

Section 1:

The existing Sub-Section 1179.04(b) "Nonconforming Structures" of the Codified Ordinances of the City of Massillon is hereby amended.

Section 2:

That there hereby is enacted new Sub-Section 1179.04(b) "Nonconforming Structures" of the Codified Ordinances of the City of Massillon. Said newly enacted Sub-Section shall read as follows:

1179.04(b) Should such structure be destroyed by any means to an extent of more than sixty percent (60%) of its replacement costs, exclusive of the foundation, it shall be reconstructed only in conformity with the provisions of the Zoning Ordinance. **Except, that should such a nonconforming residential structure or nonconforming portion of a residential structure be destroyed by accidental means, it maybe constructed in conformity with the regulations of the district in which it is located or to its original size and use.**

Section 3:

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



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

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

MARY BETH BAILEY, CLERK OF COUNCIL

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

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

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

### Proposed Amendment to Zoning Code -- Non-Conforming Structures

Section 1179.04 (b) shall be amended to add the following:

*Except, that should such a nonconforming residential structure or nonconforming portion of a residential structure be destroyed by accidental means, it may be constructed in conformity with the regulations of the district in which it is located or to its original size and use.*

Section 1179.04, as amended would now read as follows:

#### **1179.04 NONCONFORMING STRUCTURES.**

Where a lawful structure exists at the effective date of adoption of the Zoning Ordinance that could not be built under the terms of the Zoning Ordinance by reason of restrictions on area, lot coverage, height, yards or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful subject to the following provisions:

- (a) No such structure may be enlarged or altered in a way which increases its nonconformity. Such structures may be enlarged or altered in a way which does not increase its nonconformity.
- (b) Should such structure be destroyed by any means to an extent of more than sixty percent (60%) of its replacement costs, exclusive of the foundation, it shall be reconstructed only in conformity with the provisions of the Zoning Ordinance. **Except, that should such a nonconforming residential structure or nonconforming portion of a residential structure be destroyed by accidental means, it may be constructed in conformity with the regulations of the district in which it is located or to its original size and use.**
- (c) Should such structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the district in which it is located after it is removed.

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 122 - 2006

BY: HEALTH, WELFARE AND BUILDING REGULATIONS COMMITTEE

TITLE: AN ORDINANCE authorizing the Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a lease agreement with the Massillon Community Health Systems, LLC, for the premises located on the first (1<sup>st</sup>) floor of the building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10 for use by the Massillon City Health 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, determines that it would be in the best interest of the City of Massillon to enter into a lease agreement with the Massillon Community Health Systems, LLC, for the premises located on the first (1<sup>st</sup>) floor of the building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10 for the use by the Massillon City Health Department.

Section 2:

The Mayor and the Director of Public Service and Safety of the City of Massillon, Ohio, be and is hereby authorized to execute on behalf of the Massillon City Health Department, a lease agreement with the Massillon Community Health Systems for the premises located on the first (1<sup>st</sup>) floor of the building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10.

Section 3:

That the lease agreement shall pertain to the first (1<sup>st</sup>) floor of the building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10 for use by the Massillon Health Department. A copy of the proposed lease agreement is hereby attached and made a part of this ordinance.

Section 4:

This Ordinance is declared to be an emergency measure immediately necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary to lease the premises from the Massillon Community Health Systems LLC for use by the Massillon City Health Department. Provided it receives the affirmative vote of two-thirds of the elected members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

**LEASE AGREEMENT**  
**(HENSEL BUILDING - MASSILLON)**

THIS LEASE AGREEMENT (this "Lease") is made and entered into effective as of September 1, 2006, by and between the Landlord and Tenant hereinafter named.

1. Definitions and Basic Provisions. The terms defined below shall have the respective meanings stated when used in this Lease, and such terms and the following basic provisions constitute an integral part of this Lease:

- (a) "Landlord": Massillon Community Health System, LLC, a Delaware limited liability company
  - (b) "Tenant": City of Massillon Health Department
  - (c) "Premises": Certain space in Landlord's building (the "Building") located on a tract of land (the "Land") situated in the City of Massillon, Ohio, and being described on Exhibit A attached hereto and made a part hereof for all purposes. The Premises is located on the First (1st) Floor of the Building known as 845 8<sup>th</sup> Street NE, Suites 6, 8, 9, & 10 and is shown on the floor plan attached hereto as Exhibit B and made a part hereof for all purposes. The parties hereby agree that for all purposes of this Lease the Premises is deemed and is hereby conclusively stipulated to contain 4,470 square feet of Rentable Space and shall not be remeasured.
  - (d) "Lease Term": a period of sixty (60) months, commencing on September 1, 2006, (the "Commencement Date").
  - (e) "Base Rental": Tenant shall pay to Landlord annually as base rental (as increased from time to time by the CPI Adjustment (hereinafter defined), hereinafter called "Base Rental"), without notice, demand, counterclaim, abatement, deduction or setoff, except as elsewhere provided herein, the initial annual amount of Sixty Two Thousand Five Hundred Eighty and 00/100 Dollars (\$62,580.00), determined by multiplying the Rentable Space of the Premises by Fourteen and 00/100 Dollars (\$14.00) per each square foot of Rentable Space. The initial annual amount of Base Rental for the first Lease Year (hereinafter defined) shall be paid in advance in equal monthly installments in the initial amount of Five Thousand Two Hundred Fifteen and 00/100 Dollars (\$5,215.00) on the first day of each and every calendar month during the first Lease Year; provided, however, that in the event the Lease Term commences on a day other than the first day of a calendar month, then upon the Lease Term Commencement Date Tenant shall pay to Landlord a pro rata portion of Base Rental for that portion of the calendar month remaining from the Lease Term Commencement Date to the first day of the next following calendar month. After the first Lease Year, Base Rental shall be paid in advance in equal monthly installments on the first day of each and every calendar month during the Lease Year in question.
- Each twelve (12) month period commencing on the Lease Term Commencement Date or any anniversary thereof is referred to herein as a "Lease Year"; provided, however, that if the Lease Term Commencement Date is any day other than the first day of a month, then the Lease Years shall each be a twelve (12) month period commencing on the first day of the following month and each anniversary thereof, and the first Lease Year shall include the remainder of the month in which the Lease Term Commencement Date occurs. Base Rental payable for each Lease Year after the first Lease Year shall increase to an amount equal to the "CPI Factor" times the annual Base Rent for the previous Lease Year (the "CPI Adjustment"). The "CPI Factor" is the percentage equal to a fraction, the numerator of which is the Index (as hereinafter defined) most recently published prior to the first day of the new Lease Year (the "Numerator Index") and the denominator of which is the Index published for the first month of the previous Lease Year. The term "Index" shall mean the Consumer Price Index, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (CPI-U 1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor.
- (f) "Rentable Space": The total square footage area attributable to the Premises, i.e., being deemed by the parties to be conclusively stipulated for purposes of determining the Base Rental and any other adjustments under this Lease.
  - (g) "Normal Business Hours": 7:30 a.m. until 6:00 p.m. on Business Days and from 8:00 a.m. until 12:00 noon on Saturdays (except Holidays). As used herein "Business Days" are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day (collectively, "Holidays").
  - (h) "Security Deposit": \$0.00

2. Lease of Premises; Parking Privileges. In consideration of the obligation of Tenant to pay Base Rental as provided in this Lease, and in further consideration of all other terms, covenants and conditions of this Lease, Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises for the Lease Term specified herein, all upon and subject to the terms and conditions set forth in this Lease. Landlord hereby covenants that Tenant shall have quiet and peaceful possession of the Premises provided that an uncured Event of Default (hereinafter defined) has not occurred hereunder. In addition, at all times during the Lease Term, and conditioned upon this Lease being in full force and effect and there being no uncured Event of Default under this Lease by Tenant, Landlord hereby agrees to make available to Tenant the non-exclusive use of unassigned surface parking spaces in the surface parking lot servicing the Building at no additional charge to Tenant in an amount per square feet of rentable space in the Premises customarily made available to tenants in comparable office buildings in the vicinity of the Building. Landlord may relocate any parking areas or spaces from time to time, and may also use portions of the parking lot for free, visitor and other parking needs of Landlord. Landlord may make, modify and enforce rules and regulations relating to the parking of automobiles in the parking lot and Tenant shall observe those rules and regulations.

(a) Landlord has not made and will not make any inspection of the premises, and Landlord leases and will lease and Tenant takes and will take the premises "as is, where is, and with all faults" and Tenant acknowledges that Landlord (whether acting as Landlord hereunder or in any other capacity) has not made and will not make, nor shall Landlord be deemed to have made any warranty or representation, express or implied, with respect to the premises, including any warranty or representation as to its fitness for use or purpose, design or condition for any particular use or purpose. Landlord shall have no obligation to pay or reimburse Tenant for or construct any tenant or leasehold improvements or alterations of any kind or nature within the Premises. Tenant shall be solely responsible for any and all of the costs of such improvements. Tenant will assure that the plans and specifications for its improvements, as well as its business operations within the Premises, comply with the Americans with Disabilities Act of 1990, as amended, and all related state and local laws and regulations.

3. Payments; Security Deposit.

(a) Tenant agrees to pay all Base Rental and sums provided to be paid by Tenant pursuant to this Lease at the times and in the manner herein provided, without any setoff, deduction or counterclaim whatsoever except as otherwise provided in this Lease. Time is of the essence in the performance of all of Tenant's obligations hereunder. Any amount which becomes owing by Tenant to Landlord hereunder shall bear interest at the highest lawful rate per annum from the fifth (5th) Business Day after the due date until paid, unless there is no highest lawful rate of interest provided by law with respect to such amount, in which event such amount shall bear interest at the rate of eighteen percent (18%) per annum from the fifth (5th) Business Day after the due date until paid. Any such accrued interest shall be payable on demand as additional rental. If any monthly installment of Base Rental or any other amounts owed by Tenant to Landlord hereunder is not paid within ten (10) days after such installment or payment is due and payable, Tenant shall, upon demand, pay Landlord a late charge of five percent (5%) of the amount of such installment or payment. Such late charge is to defray the administrative costs and inconvenience and other expenses which Landlord will incur on account of such delinquency.

4. Utilities, Services by Landlord. At all times during the Lease Term, and conditioned upon the Lease being in full force and effect and there being no uncured Event of Default (as specified in Paragraph 21 below) under this Lease by Tenant, Landlord shall furnish the following services to the Premises.

(a) Cold and warm water at those points of supply provided for general use of tenants in the Building.

(b) Heated and refrigerated air conditioning in season during the Normal Business Hours and at such temperatures and in such amounts as are reasonably considered by Landlord to be standard and as is consistent in quality and quantity as furnished in other comparable quality medical office buildings in the vicinity of the Building. Landlord agrees that it will provide all such services at all other times and on Sundays and holidays at the request of Tenant, i.e., upon reasonable advance notice from Tenant, with Tenant reimbursing Landlord for the entire cost thereof (Landlord's actual cost, including a reasonable administrative charge, but with no profit to Landlord). Whenever machines or equipment that generate abnormal heat and affect the temperature otherwise maintained by the air conditioning system are used in the Premises, Landlord shall have the right to install supplemental air conditioning units in the Premises, and the cost thereof, including the cost of installation, operation, use and maintenance, shall be paid by Tenant to Landlord promptly on demand.

(c) Electric current in the manner and to the extent reasonably deemed by Landlord to be standard for medical office use (which is hereby agreed to exclude special machinery or equipment with excess electricity consumption requirements).



(d) Janitorial cleaning services as are reasonably considered by Landlord to be standard and as is consistent in quality and quantity as furnished in other comparable quality medical office buildings in the vicinity of the Building.

The failure to any extent to furnish or any stoppage of these defined utilities and services described above in this Paragraph 4, resulting from any cause whatsoever (other than resulting directly from Landlord's willful or intentional misconduct), shall not render Landlord liable in any respect for damages to either person, property or business, nor be construed as an eviction of Tenant, nor entitle Tenant to any abatement of rent (except as expressly provided in this Lease), nor relieve Tenant from fulfillment of any covenant or agreement contained herein. Should any malfunction of the Building improvements or facilities occur for any reason, Landlord shall use diligent efforts to repair same promptly. Tenant shall have no claim for rebate or abatement of rent or damages on account of such malfunction or of any interruptions in service occasioned thereby or resulting therefrom.

5. Electricity.

(a) If Landlord, in its reasonable discretion, believes that Tenant is consuming substantially more electricity in the Premises than Landlord, in its reasonable discretion, considers standard for normal medical office usage (whether by reason of type of usage, hours of operation, special equipment, heat generation or otherwise), Landlord may have an electric power consumption survey conducted with respect to the Premises by a qualified electrical engineer selected by Landlord for the purpose of establishing as closely as reasonably possible Tenant's average monthly consumption of electricity, which consumption shall be expressed by such engineer in terms of kilowatt hours per month. Tenant agrees to pay to Landlord within thirty (30) days after receipt of any such monthly statement, the amount, if any, by which (i) the product of the number of kilowatt hours estimated by such engineer to be consumed by Tenant, multiplied by the average rate paid by Landlord for one kilowatt hour, exceeds (ii) the product of the number of kilowatt hours of usage that Landlord considers standard for normal office usage for the amount of space occupied by Tenant, multiplied by the average paid by Landlord for one kilowatt hour; provided, however, that Tenant shall have the right to audit such monthly statement to determine whether or not it is accurate, and upon agreement between Landlord and Tenant with regard to the two studies and/or audits, the charges will be adjusted accordingly.

(b) Without Landlord's prior written consent, Tenant shall not install any equipment in the Premises that will require any electrical current or equipment for its use other than that supplied by Landlord for normal medical office usage, and the cost of special electrical installations approved by Landlord shall be paid by Tenant.

(c) Tenant shall have the right to increase the electric capacity of the Premises, at its sole expense, but only after Tenant has received Landlord's prior approval for same (not to be unreasonably withheld or delayed).

6. Maintenance and Repair. Tenant will, at Tenant's own cost and expense, maintain and keep the Premises and any alterations and additions thereto in sound condition and good repair, and shall pay for the repair of any damage or injury done to the Building or any part thereof by Tenant or Tenant's agents, employees and invitees; provided, however, that Tenant shall make no structural, electrical, mechanical or plumbing repairs to the Premises without the prior written consent of Landlord. Tenant will not commit or allow any waste or damage to be committed on any portion of the Premises, and upon the termination of this Lease by lapse of time or otherwise, Tenant shall deliver up the Premises to Landlord in as good condition as of the Commencement Date, ordinary wear and tear excepted. Notwithstanding the foregoing provisions of this Paragraph 6, any repairs to the Premises or the Building that are necessitated because of any damage caused by fire or other casualty shall be governed by the provisions of Paragraph 14 below. Landlord shall keep the foundation, exterior walls (except plate glass, windows, doors and other exterior openings), roof and major Building systems (heating and air conditioning, plumbing, electrical and mechanical systems) of the Premises and all of the Common Areas in good repair and condition. Landlord, however, shall not be required to make any repairs to the aforementioned structures and systems occasioned by the act or negligence of Tenant, its agents, employees, subtenants, licensees and invitees. In the event that the Premises should become in need of repairs required to be made by Landlord hereunder, Tenant shall give immediate written notice thereof to Landlord and Landlord shall have a reasonable time after receipt by Landlord of such written notice in which to make such repairs.

7. Alterations and Additions by Tenant. Tenant shall not make alterations, additions or improvements to the Premises ("Alterations") without first obtaining the written consent of Landlord in each instance. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria (a "Cosmetic Alteration"): (i) is of a cosmetic nature such as painting, wallpapering, hanging pictures and installing carpeting; (ii) is not visible from the exterior of the Premises or Building; (iii) will not affect the systems or structure of the Building; and (iv) does not require work to be performed inside the walls or above the ceiling of the Premises. This provision supersedes any provision in Landlord's Rules and Regulations prohibiting the use of nails, screws, paint or other materials in the decoration of the Premises by Tenant. However, even though consent is not required, the performance of Cosmetic Alterations shall be subject to all the other provisions of this Paragraph 7. Prior to starting work, upon the request of Landlord, Tenant shall furnish Landlord with plans and specifications reasonably acceptable to Landlord; names of contractors reasonably acceptable to Landlord (provided that Landlord may designate specific contractors with respect to Building

systems); copies of contracts; necessary permits and approvals; evidence of contractor's and subcontractor's insurance in amounts reasonably required by Landlord; and any security for performance that is reasonably required by Landlord. Changes to the plans and specifications must also be submitted to Landlord for its approval. Alterations shall be constructed in a good and workmanlike manner using materials of a quality that is at least equal to the quality designated by Landlord as the minimum standard for the Building. Landlord may designate reasonable rules, regulations and procedures for the performance of work in the Building and, to the extent reasonably necessary to avoid disruption to the occupants of the Building, shall have the right to designate the time when Alterations may be performed. Tenant shall assure that the Alterations comply with all insurance requirements and any applicable laws. Landlord's approval of an Alteration shall not be a representation by Landlord that the Alteration complies with applicable laws or will be adequate for Tenant's use. All alterations, additions, and improvements made to or fixtures or improvements placed in or upon the Premises by either party (except only moveable partitions, office furniture, trade fixtures, machinery, equipment and personal property of Tenant) shall be deemed a part of the Building and the property of the Landlord at the time they are placed in or upon the Premises, and they shall remain upon and be surrendered with the Premises as a part thereof at the termination of this Lease, whether such termination shall occur by the lapse of time or otherwise. Alterations and additions to the Premises will be performed by Tenant at Tenant's sole cost and expense.

8. Entry for Repairs and Inspection. Landlord and its agents and representatives shall have the right, upon reasonable notice to Tenant, to enter into and upon any and all parts of the Premises at all reasonable hours (or, in any emergency, at any hour without notice) to inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary, and Tenant shall not be entitled to any abatement or reduction of Base Rental by reason thereof. During the period of one hundred eighty (180) days prior to the Expiration Date of this Lease, Landlord and Landlord's agents may show the Premises to prospective tenants at reasonable hours and upon prior notice to Tenant. Tenant shall be entitled to have a representative accompany Landlord and its agents and representatives at all times while they are on the Premises.

9. Mechanic's Liens. Nothing contained in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises or the Building or any part thereof; and if any mechanic's or materialman's lien is filed or claimed against the Premises or Building or any part thereof in connection with any work performed, materials furnished or obligation incurred by or at the request of Tenant, Tenant will promptly either (x) pay same and cause it to be released of record or (y) contest same in good faith and, if it has not been removed within ninety (90) days, bond around it. If the lien is not released of record (or bonded around) and default in payment thereof shall continue for ninety (90) days after written notice thereof from Landlord to Tenant, Landlord shall have the right and privilege at Landlord's option of paying the same or any portion thereof without inquiry as the validity thereof, and any amounts so paid, including expenses and interest, shall be repaid to Landlord immediately by Tenant on demand therefor.

10. Permitted Use.

(a) The Premises shall continuously and at all times during the Lease Term be used and occupied by Tenant only as medical offices for licensed physicians ("Physicians") to engage in the private practice of medicine and other related activities incidental thereto, and for no other purpose. Except for the "Prohibited Activities" described below, Physicians may perform usual and customary services provided in a medical office setting to such Physician's patients and may perform the following authorized medical services: (i) outpatient surgeries that do not require general anesthesia or intravenous sedation, and (ii) pathological laboratory and radiological services to any of such Physician's own patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to such Physician's primary medical practice and do not constitute the Physician's primary medical practice or specialty nor the predominant services rendered by the Physician to the Physician's patients. Physicians who conduct a medical practice and related activities at the Premises shall not be permitted to provide any of the following services or procedures at the Premises (collectively, the "Prohibited Activities"): (A) any other surgeries not expressly permitted in Paragraph 10(a)(i) hereof, and (B) any "ancillary medical care service" (hereinafter defined). As used herein, an "ancillary medical care service" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plain film radiography, computerized tomography (CT), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service other than those services permitted in Paragraph 10(a)(ii) hereof, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician or by other health care professionals under the direct supervision of a Physician, or a facility operated for the provision of any such service. Tenant shall not operate a retail pharmacy on the Premises and shall not dispense any drugs or medicines to persons other than Tenant's own patients.

(b) All Physicians who conduct a medical practice and related activities (a "Practice") at the Premises must be and remain active members and associates in good standing of the active medical staff of Massillon Community Hospital (the "Hospital"). Each Practice conducted within the Premises shall at all times be conducted under the supervision and authority

of a Physician meeting the qualifications set forth in this Paragraph 10(b) and, except with Landlord's prior written consent, which may be withheld in Landlord's sole and absolute discretion, no such Physician shall (i) allow any other person or entity other than another Physician meeting the qualifications described in this Paragraph 10(b) to purchase, manage, or operate its Practice, or (ii) conduct the Practice while serving as an agent or employee of any person or entity other than another Physician meeting the qualifications described in this Paragraph 10(b). Nothing in this Paragraph 10 or elsewhere in this Lease requires or shall require any Physician or any person associated with a Physician to refer any patient to or order or purchase any item of service from the Hospital, Landlord or any of their affiliates.

(c) In no event shall the Premises or any part thereof be used for the following activities without the prior written consent of Landlord, which consent may be granted or denied in its sole and absolute discretion: (i) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a birthing center, a health maintenance organization or similar direct care provider, an ambulance service, a kidney dialysis center or an inhalation or physical therapy center, (ii) any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (iii) any purpose deemed by Landlord or its insurer to be extra hazardous on account of fire risk, (iv) any purpose that would reasonably cause a cancellation of any insurance policy covering the Building, or (v) any operation which creates a nuisance. Tenant will conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance or interfere with, annoy or disturb other tenants or Landlord in the management of the Building.

11. Laws and Regulations: Rules of the Building.

(a) Tenant at its sole cost and expense will maintain the Premises in a clean and healthful condition and will comply with all laws, ordinances, orders, rules and regulations of any governmental authority having jurisdiction over the use, condition or occupancy of the Premises. Tenant, at Tenant's sole cost and expense, shall be responsible for medical, special and infectious waste removal for the Premises in accordance with all applicable laws, regulations and orders. Tenant shall not permit the mixing or disposal of any hazardous substances, wastes or materials or any medical, special or infectious waste with the general office refuse and Landlord shall have no duty or obligation to remove any hazardous substances, wastes or materials or any medical, special or infectious waste from the Premises. Without limiting the generality of the foregoing, Tenant shall comply strictly and in all respects with the requirements of all Hazardous Waste Laws (hereinafter defined) and shall indemnify Landlord and hold Landlord harmless from and against any liabilities, costs or expenses that may arise on account of the release, discharge, storage, disposal, treatment, processing or other handling or discovery of any Hazardous Substance (hereinafter defined) within the Premises, or the discharge, release, disposal, storage, treatment, processing or other handling of any Hazardous Substance by Tenant, its employees, agents, contractors, or invitees anywhere on the Land or within the Building, or off site. As used herein, "Hazardous Substance" means any substance, material or matter that may give rise to liability under any Hazardous Waste Laws, including (but not limited to) medical waste and petroleum products or petroleum wastes. "Hazardous Waste Laws" shall mean any local, state or federal laws, rules, ordinances, regulations, and policy and guidance statements by any environmental agencies, either in existence as of the date hereof, or enacted, promulgated or issued after the date of this Lease, that concern the management, control, discharge, treatment, containment or removal of substances or materials that are or may become a threat to public health or the environment.

(b) Tenant and Tenant's agents, employees, and invitees will comply fully with all Rules and Regulations of the Building which are attached hereto as Exhibit C and made a part hereof as though fully set out herein. Landlord shall at all times have the right to change such rules and regulations or to amend them in such reasonable manner as may be deemed advisable for the safety, protection, care and cleanliness of the Premises and/or the Building and for the preservation of good order therein, all of which rules and regulations, changes and amendments will be forwarded to Tenant in writing and shall be complied with and observed by Tenant; provided, however, that no new rules or regulations shall deprive Tenant of any rights expressly granted to Tenant pursuant to this Lease.

12. Indemnity. By moving into the Premises or taking possession thereof, Tenant accepts the Premises as suitable for the purposes for which they are leased and accepts the Building and each and every appurtenance thereof, and waives any and all defects therein. Landlord shall not be liable to Tenant or Tenant's agents, employees, guests, invitees or any person claiming by, through or under Tenant for any injury to person, loss of or damage to property, or for loss of or damage to Tenant's business, occasioned by or through the acts or omissions of Landlord, or by any cause whatsoever except Landlord's gross negligence or intentional misconduct. Except to the extent arising from or out of Landlord's gross negligence or intentional misconduct, Landlord shall not be liable for, and Tenant shall indemnify Landlord and save it harmless from, all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising from or out of any occurrence in, upon, at or from the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any action or omission of Tenant, its agents, contractors or employees. If Landlord shall be made a party to any action commenced by or



against Tenant, the subject of which is covered by the immediately foregoing indemnity, Tenant shall protect and hold Landlord harmless therefrom and shall pay all costs, expenses, and reasonable attorneys' fees to Landlord incurred in connection therewith.

13. No Subrogation; Insurance. Tenant hereby waives any cause of action it might have against Landlord on account of any loss or damage that is insured against under any insurance policy that covers the Premises, Tenant's fixtures, personal property, leasehold improvements or business and which names Tenant as a party insured. Tenant shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring Tenant and Landlord against any and all liability for injury to or death of a person or persons, occasioned by or arising out of or in connection with the use or occupancy of the Premises, the limits of such policy of policies to be in an amount not less than \$1,000,000.00 with respect to injuries to or death of any one person and in an amount of not less than \$1,000,000.00 with respect to any one accident or disaster, and shall furnish evidence satisfactory to Landlord of the maintenance of such insurance. Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least ten (10) days prior to cancellation of such insurance. It is recommended that Tenant carry fire and extended coverage insurance on its personal property, as Landlord shall not be required to rebuild, repair or replace any part of the furniture, equipment, fixtures and other improvements which may have been placed by Tenant on or within the Premises.

14. Fire and Casualty.

(a) If the Premises are damaged by fire or other casualty and if such damage is not susceptible of repair within one hundred twenty (120) days (as estimated, as soon as reasonably practicable after the occurrence of such damage, by an architect of recognized good reputation selected by Landlord), then in such event this Lease, at the option of Landlord exercised by giving written notice thereof to Tenant within thirty (30) days after receipt of a certificate of the architect so selected, shall terminate as of the date of such loss, and Tenant shall pay the rent hereunder apportioned to the time of such loss and shall pay all other obligations of Tenant owing on the date of termination, and Tenant shall immediately surrender the Premises to Landlord.

(b) If the damage described above is susceptible of repair within one hundred twenty (120) days, or if the damage is not susceptible of repair within one hundred twenty (120) days but Landlord fails to exercise its option to terminate this Lease, Landlord shall enter and make the necessary repairs as promptly as reasonably practicable, without affecting this Lease, but the rent hereunder shall be reduced or abated as shall be equitable, in the good faith judgment of Landlord, until such repairs are made, unless such damage has been so slight that Tenant's occupancy of the Premises is not materially interfered with, in which case the rent hereunder shall not be abated or reduced. Notwithstanding the foregoing, Landlord shall have the option to terminate this Lease and shall not be obligated to repair the Premises or the Building if the damage is not covered by insurance or if Landlord's mortgagee applies any portion of the insurance proceeds to the unpaid balance of its loan.

(c) In the event the Building is so badly damaged or injured by fire or other casualty, even though the Premises may not be affected, that Landlord decides, within one hundred twenty (120) days after such destruction, not to rebuild or repair the Building (such decision being vested exclusively in the discretion of Landlord), then in such event Landlord shall so notify Tenant in writing and this Lease shall terminate as of the date of such loss, and the Tenant shall pay rent hereunder apportioned to the date of such loss and shall pay all other obligations of Tenant owing on the date of termination, and Tenant shall immediately surrender the Premises to Landlord.

(d) Notwithstanding the foregoing provisions of this Paragraph 14, Tenant agrees that if the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of its agents, employees, or invitees, then the cost of restoring the damage in excess of any property damage insurance proceeds paid to Landlord shall be repaired at the sole cost and expense of Tenant, and there shall be no abatement of rent before or during the repair of such damage.

15. Condemnation. If all of the Premises, or so much thereof as would materially interfere with Tenant's use of the remainder, shall be taken or condemned for any public use or purpose by right of eminent domain, with or without litigation, or be transferred by agreement in connection with or in lieu of or under threat of condemnation, then the term of this Lease and the leasehold estate created hereby shall terminate as of the date title shall vest in the condemnor or transferee. If only a portion of the Building, but not the Premises, is taken or condemned or transferred as aforesaid, Landlord shall have the option to terminate this Lease effective as of the date title shall vest in the condemnor or transferee. Landlord shall receive the entire award from any taking or condemnation with respect to ownership of the premises, and Tenant shall have no claim thereto other than to the extent any awards from such taking or condemnation arise from the Tenant's leasehold interest or personal property.

16. Assignment and Subletting.

(a) In the event that Tenant desires to assign this Lease or sublet all or any part of the Premises or grant any license, concession or other right of occupancy of any portion of the Premises, Tenant shall notify Landlord in writing and shall state the name of the proposed assignee, sublessee or other transferee and the terms of the proposed assignment, sublease or transfer. Tenant shall also provide financial information and state the nature and character of the business of the proposed assignee, sublessee or transferee. Notwithstanding such notice to Landlord, Tenant shall not assign or mortgage this Lease or any right hereunder or interest herein, and Tenant shall not sublet the Premises in whole or in part or grant any license, concession or other right of occupancy of any portion of the Premises, without the prior written consent of Landlord. Any such assignment, mortgage or subletting without such consent shall be void and shall, at the sole option of the Landlord, be deemed a breach of this Lease. No consent to any assignment or mortgage of this Lease or any subletting of the Premises shall constitute a waiver of the provisions of this paragraph except as to the specific instance covered thereby. In the event that the monthly rental per square foot of space subleased which is payable by any sublessee to Tenant shall exceed the monthly rental per square foot for the same space payable for the same month by Tenant to Landlord (including any bonuses or any other consideration paid directly or indirectly by the sublessee to Tenant), Tenant shall be obligated to pay the amount of such excess to Landlord as additional rent hereunder within ten (10) days after it is received by Tenant from the sublessee. In the event Tenant shall receive any consideration from an assignee other than the assumption by the assignee of Tenant's obligations hereunder, Tenant shall be obligated to pay the amount of such consideration to Landlord as additional rent hereunder within ten (10) days after the date it is received by Tenant. Landlord, at Landlord's option, may elect to require that rental payable by any sublessee be paid directly to Landlord and offset Tenant's Base Rental obligations accordingly. Landlord shall not be liable to Tenant for withholding its consent to an assignment or subletting under this Lease and Tenant's sole remedy on account thereof shall be to enforce specific performance of Landlord's obligation to consent.

(b) Landlord and Tenant hereby agree that the granting of consent by Landlord shall, at a minimum, be preconditioned upon the fulfillment of the following requirements of Landlord, as well as any other reasonable requirements of Landlord: (i) Landlord shall be provided with at least twenty (20) days written notice prior to any proposed assignment or subletting; (ii) Tenant shall remain primarily liable under this Lease; (iii) any proposed assignee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant hereunder; (iv) no use shall be employed in connection with the Premises other than the permitted use set forth in this Lease; (v) the Premises shall remain intact and shall not be altered in any manner whatsoever unless Tenant and the prospective assignee or sublessee shall pay the entire cost thereof, and Landlord's prior written approval is obtained pursuant to Paragraph 16(a) above; (vi) the tangible net worth of the proposed subtenant/assignee must be reasonably sufficient for the obligations to be assumed by such proposed subtenant/assignee; (vii) any use of the Premises permitted hereunder by the proposed sublessee/assignee will not violate or create any potential violation of any laws, nor will it violate any other agreements affecting the Premises, the Building or Landlord; (viii) the proposed subtenant/assignee will not create traffic congestion or an unreasonable burden on existing parking; (ix) Tenant shall pay any and all reasonable attorneys' fees or other costs associated with Landlord's review and approval of a prospective assignee or sublessee; and (x) no assignment or sublease shall be to a person or entity with whom Landlord is then negotiating, has negotiated within the previous six (6) months or currently is a tenant within the Building.

(c) Notwithstanding anything contrary in this Paragraph 16, Tenant shall have the right to assign this Lease or sublet all or any portion of the Premises, without Landlord's consent, but subject to the notice requirements of Paragraph 16(a), to (i) any Affiliate (as hereinafter defined) of Tenant, (ii) any successor to Tenant through merger or consolidation or the acquisition of substantially all the assets or stock of Tenant by a person or entity which is not a Precluded Transferee (as hereinafter defined) or the reorganization of Tenant in connection with the admission of new Physicians to Tenant's medical practice, or (iii) any Affiliate of any of the entities described in the preceding clause (ii). The term "Affiliate" means any Person (as hereinafter defined) that owns, is owned by or is under common control with, the Person in question. The term "Precluded Transferee" as used herein shall mean and include (y) any person, corporation, limited liability company, partnership (general or limited), joint venture, association, trust, governmental entity or other business entity or organization (a "Person") which is engaged in the operation of a business, which at the time in question, is competitive with any business of Landlord, Triad Hospitals, Inc. or any Affiliate of Landlord, including, by way of example but not necessarily limited to, any health care business or facility, a health maintenance organization, physician practice management, or any service which is currently provided by Landlord, and (z) any Person which constitutes an Affiliate of any Person described in clause (y) above.

(d) Notwithstanding any assignment or subletting consented to by Landlord, or to which no consent is required pursuant to subparagraph (c) immediately above, Tenant and each assignee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other covenants and obligations under this Lease.



17. Holding Over. Should Tenant continue to hold the Premises after this Lease terminates, whether by lapse of time or otherwise, such holding over shall, unless otherwise agreed by Landlord in writing, constitute and be construed as a month-to-month tenancy at a monthly rental equal to one hundred fifty percent (150%) of the amount of the monthly Base Rent payable during the last month prior to the termination of this Lease, and upon and subject to all of the other terms and provisions set forth herein except any right to renew this Lease. This provision shall not be construed, however, as permission by Landlord for Tenant to hold over.

18. Abandoned Property. All personal property of Tenant remaining in the Premises after the expiration or earlier termination of the Lease Term may be treated by Landlord as having been abandoned by Tenant, and Landlord shall have the right to remove such personal property from the Premises without any obligation to deliver such personal property to Tenant and without any liability to Tenant whatsoever, it being agreed that Tenant shall have no right to reclaim such property. Provided, however, that in no event whatsoever shall Landlord have any access or rights to the confidential and proprietary information of Tenant, specifically including, without limitation, patient medical charts, records or other information. Landlord shall have no duty to notify Tenant that Landlord may dispose of Tenant's property.

19. Taxes and Tenant's Property. Tenant shall be liable for all taxes levied or assessed against personal property, furniture or fixtures placed by Tenant in the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

20. Transfer of Landlord's Rights. In the event Landlord transfers its interest in the Building, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to the successor in interest of the Landlord for the performance of such obligations, provided however, that any assignee or transferee of Landlord shall assume by written agreement all of Landlord's obligation under this Lease.

21. Default.

(a) Any one or more of the following events shall be deemed to be Events of Default (herein so called) by Tenant under this Lease: (i) Tenant shall fail to pay any monthly payment of Base Rental or other sums payable by Tenant hereunder as and when such Base Rental or other sums become due and payable; (ii) Tenant shall fail to comply with any other provision, condition or covenant of this Lease and any such failure shall continue for a period of thirty (30) days after Landlord gives written notice thereof to Tenant (or longer, but not to exceed an additional sixty (60) days, if reasonably necessary for Tenant to so comply and Tenant has promptly commenced and is diligently and continuously pursuing such cure); (iii) any petition shall be filed by or against Tenant pursuant to any section or chapter of the Bankruptcy Code of the United States, as amended (the "Bankruptcy Code") or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed under any section or chapter of the Bankruptcy Code or under any similar law or statute of the United States or any state thereof; (iv) Tenant shall become insolvent or make a transfer in fraud of creditors; (v) Tenant shall make a general assignment for the benefit of its creditors; or (vi) a receiver or trustee shall be appointed for Tenant or any of the assets of Tenant.

(b) Upon the occurrence of any Event of Default, Landlord shall have the option to do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law or equity or by this Lease:

(i.) Landlord may enforce, by all legal suits and other means, its rights hereunder, including the collection of Base Rental and any other sums payable by Tenant hereunder, without reentering or resuming possession of Premises and without terminating this Lease.

(ii.) Landlord may do whatever Tenant is obligated to do by the provisions of this Lease and may enter the Premises, by force if necessary, in order to accomplish this purpose. Tenant hereby waives any and all claims for damages caused by Landlord's actions pursuant to this subparagraph (b)(ii), and Tenant also agrees to reimburse Landlord immediately upon demand for any expenses which Landlord may incur in thus effecting compliance with this Lease on behalf of Tenant.

(iii.) Landlord may enter upon and take possession of the Premises without terminating this Lease and expel or remove Tenant and its effects therefrom without being liable to prosecution of any claims for damages therefor, and Landlord may relet the Premises for the account of Tenant. Tenant shall pay to Landlord all arrearages of Base Rental and other sums due and owing by Tenant to Landlord, and Tenant shall also pay to Landlord during each month of the unexpired Lease Term the installments of Base Rental and other sums due hereunder, less such part, if any, that Landlord shall have been able to collect from a new tenant upon reletting; provided, however, that

except as required by applicable law or judicial decisions, Landlord shall have no obligation to relet the Premises so as to mitigate the amount for which Tenant is liable. In the event Landlord exercises the rights and remedies afforded to it under this Paragraph 21(b)(iii) and then subsequently elects to terminate this Lease, Tenant shall be liable to Landlord for damages as set forth in Paragraph 21(b)(ii) above and Landlord shall have the right at any time to demand final settlement as provided therein.

(iv.) Landlord may enter upon the Premises and change, alter, or modify the door locks on all entry doors of the Premises, and permanently or temporarily exclude Tenant, and its agents, employees, representatives and invitees, from the Premises, but only to the extent permitted by, and subject to the requirements of, applicable state statutory law in effect at the time of the Event of Default.

(v.) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, but if Tenant shall fail to do so, Landlord may without notice and without prejudice to any other remedy Landlord may have, enter upon and take possession of the Premises and expel or remove Tenant and its effects without being liable to prosecution or any claim for damages therefor; and upon any such termination, Tenant agrees that in addition to its liability for the payment of arrearages of Base Rental and other sums due and owing by Tenant to Landlord under this Lease upon such termination, Tenant shall be liable to Landlord for costs and expenses incurred by Landlord in exercising its remedies hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity. Any entry by Landlord upon the Premises may be by use of a master or duplicate key or electronic pass card or any locksmith's entry procedure or other peaceable means. Any reletting by Landlord shall be without notice to Tenant, and if Landlord has not terminated this Lease, the reletting may be in the name of Tenant or Landlord, as Landlord shall elect. Any reletting shall be for such term or terms (which may be greater or less than the period which, balance of the Lease Term) and on such terms and conditions (which may include free rent, rental concessions or tenant inducements of any nature) as Landlord in its absolute discretion may determine, and Landlord may collect and receive any rents payable by reason of such reletting. In the event of any reletting, Tenant shall pay to Landlord on demand the cost of renovating, repairing and altering the Premises for a new tenant or tenants, and the cost of advertisements, brokerage fees, reasonable attorneys' fees and other costs and expenses incurred by Landlord in connection with such reletting. In the event any rentals actually collected by Landlord upon any such reletting for any calendar month are in excess of the amount of rental payable by Tenant under this Lease for the same calendar month, the amount of such excess shall belong solely to a Landlord and Tenant shall have no right with respect thereto (except, however, same shall be applied to Tenant's deficiency, if any). In the event it is necessary for Landlord to institute suit against Tenant in order to collect the rental or any other sum due hereunder or any deficiency between the rental and any other sum provided for by this Lease for a calendar month and the rental and any other sum actually collected by Landlord for such calendar month, Landlord shall have the right to allow such deficiency to accumulate and to bring an action upon several or all of such rental deficiencies at one time. Any suit shall not prejudice in any way the right of Landlord to being a similar action for any subsequent rental deficiency or deficiencies.

22. No Waivers. No act or thing done by Landlord or its agents during the term hereof shall be deemed an acceptance of an attempted surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless made in writing and signed by Landlord. No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous Event of Default. Landlord's acceptance of Base Rental following an Event of Default shall not be construed as Landlord's waiver of such Event of Default. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or default. The failure of Landlord to enforce the rules described in Paragraph 10 against Tenant or any other tenant in the Building shall not be deemed a waiver of any such rules. No provisions of this Lease shall be deemed to have been waived by Landlord unless waiver is in writing and is signed by Landlord. The rights granted to Landlord in this Lease shall be cumulative of every other right or remedy which Landlord may otherwise have at law or in equity, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. If Landlord brings any action under this Lease, or consults or places this Lease or any amount payable by Tenant hereunder with an attorney for the enforcement of any of Landlord's rights hereunder, then Tenant agrees to pay to Landlord the reasonable attorneys' fees and other costs and expenses incurred by Landlord in connection therewith.

23. Subordination. This Lease and all rights of Tenant hereunder are subject and subordinate to any deeds of trust, mortgages or other instruments of security which do now or may hereafter cover the Building and the Land or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications,

consolidations, replacements and extensions of any of such deeds of trust, mortgages or instruments of security. This provision is hereby declared by Landlord and Tenant to be self-operative and no further instrument shall be required to effect such subordination of this Lease. Tenant shall, however, upon demand at any time or times execute, acknowledge and deliver to Landlord any and all instruments and certificates that, in the judgment of Landlord, may be necessary or proper to confirm or evidence such subordination, and Tenant hereby irrevocably appoints Landlord as Tenant's agent and attorney-in-fact for the purpose of executing, acknowledging and delivering any such instruments and certificates; provided, however, that Tenant's obligations under this Paragraph 23 are conditioned upon Tenant's receiving a reasonable non-disturbance agreement from any mortgagee on the Building and/or Land. However, notwithstanding the generality of the foregoing provisions of this Paragraph 23, Tenant agrees that any such mortgagee shall have the right at any time to subordinate any such deeds of trust, mortgages or other instruments of security to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Tenant further covenants and agrees upon demand by Landlord's mortgagee at any time, before or after the institution of any proceedings for the foreclosure of any such deeds of trust, mortgages or other instruments of security, or sale of the Building pursuant to any such deeds of trust, mortgages or other instruments of security or voluntary sale, to attorn such purchaser upon any such sale and to recognize and attorn to such purchaser as Landlord under this Lease. The agreement of Tenant to attorn upon demand of Landlord's mortgagee contained in the immediately preceding sentence shall survive any such foreclosure sale or trustee's sale. Tenant hereby agrees to execute, acknowledge and deliver to Landlord's mortgagee any and all instruments and certificates that in the judgment of Landlord's mortgagee may be necessary or proper to confirm or evidence such attornment, and Tenant hereby irrevocably appoints Landlord's mortgagee as Tenant's agent and attorney-in-fact for the purpose of executing, acknowledging and delivering any such instruments and certificates.

24. Lease Certificates; Financial Statements. Tenant agrees to furnish from time to time, within ten (10) business days after requested by Landlord or any successor to Landlord or by the holder of any deed of trust or mortgage covering the Land and Building or any interest of Landlord therein, a certificate signed by Tenant to the effect that this Lease is then presently in full force and effect and specifying any modifications; that the term of this Lease has commenced and the full rental is then accruing hereunder; that Tenant has accepted possession of the Premises and that any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; that no rent under this Lease has been paid more than thirty (30) days in advance of its due date; that the address for notices to be sent to Tenant is as set forth in this Lease; that Tenant, as of the date of such certificate, has no charge, lien or claim of offset under this Lease or otherwise against rents or other charges due or to become due hereunder; and that to the knowledge of Tenant, Landlord is not then in default under this Lease; provided, however, that Tenant may modify the certificate to be delivered under this Paragraph 24, to the extent necessary to make the statements therein accurate and complete. Tenant shall also furnish to Landlord when requested by Landlord, but no more often than one time per calendar year, a current unaudited statement of the financial condition of Tenant.

25. Limitation of Landlord Liability. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease shall be limited to the interest of Landlord in the Building and the Land, and Landlord shall not be personally liable for any deficiency. Notwithstanding anything to the contrary contained in this Lease, in the event Landlord sells, assigns, transfers or conveys its interest in the Land, Landlord shall have no liability for any acts or omissions that occur after the date of said sale, assignment, transfer or conveyance, provided that any such grantee, assignee or transferee assumes all of Landlord's obligations under this Lease.

26. Notices. Any notice required or permitted to be given hereunder by one party to the other shall be deemed to be given one (1) business day after it has been deposited in the United States mail, certified or registered mail, return receipt requested, with sufficient postage prepaid, or hand delivered, addressed to the respective party to whom notice is intended to be given at the address of such party set forth below its name where it has executed this Lease. Either party hereto may at any time by giving written notice to the other party in the aforesaid manner designate any other address in substitution of or in addition to the foregoing address to which any such notice shall be given.

27. Brokerage. Tenant represents and warrants to Landlord that it has not had any dealings with any broker or agent in connection with the negotiation or execution of this Lease; and Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all costs, expenses or liability for commissions or other compensation or charges claimed by any other broker or agent, through commitments of Tenant with respect to this Lease. In the event Landlord elects to engage a broker or agent in connection with the negotiation or execution of this Lease, Landlord shall be solely responsible to pay any commissions or fees due and payable to such broker or agent.

28. No Third Party Beneficiary. This Lease is for the sole benefit of Landlord, its successors and assigns, and Tenant, its permitted successors and assigns, and it is not for the benefit of any third party.

29. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision that is



illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

30. Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of Landlord and Tenant, and to their respective heirs, personal representatives, successors and assigns.

31. APPLICABLE LAW. THIS LEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO AND THE LAWS OF THE UNITED STATES.

32. Entire Agreement; No Warranties; Express Representation. This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, understandings, promises, and representations made by either party to the other concerning the subject matter hereof and the terms applicable hereto. It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that there have been no agreements pertaining to the Premises, the Building or this Lease not incorporated in writing herein and that this Lease shall not be altered, waived, amended or extended, except by a written agreement signed by the parties hereto, unless otherwise expressly provided herein. Landlord's duties and warranties are limited to those set forth in this Lease, and shall not include any implied duties or warranties, all of which are hereby disclaimed by Landlord and waived by Tenant. In particular, Landlord disclaims, and Tenant waives, any warranty that the Premises are suitable or fit for any particular purpose or use. Landlord and Tenant hereby acknowledge that they are not relying upon any brochure, rendering, information, representation, promise or understanding of the other, or of any leasing agent, except as may be expressly set forth in this Lease.

33. Landlord's Obligation. Notwithstanding anything contained herein to the contrary, this Lease shall not be effective or legally binding upon the parties hereto until it has been reviewed and approved in writing, in accordance with Landlord's approval guidelines, by Landlord's Senior Real Estate Consultant, Corporate Real Estate.

34. Constructive Eviction. Tenant shall not be entitled to claim a constructive eviction from the Premises unless Tenant shall have first notified Landlord in writing of the condition or conditions giving rise thereto, and, if the complaints be justified, unless Landlord shall have failed to remedy such conditions within a reasonable time after receipt of said notice.

**LANDLORD:**

Massillon Community Health System, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 875 8<sup>th</sup> Street NE  
Massillon, OH 44646

**TENANT:**

City of Massillon Health Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10  
Massillon, OH 44646

**Tenant Billing/Notice Information**

**Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Phone:** \_\_\_\_\_

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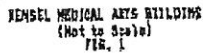


EXHIBIT A

LEGAL DESCRIPTION

OL 376 .54A;14226-165.46'WE;14974,14984 WH EA

FLOOR PLAN



## EXHIBIT C

### RULES AND REGULATIONS

#### 1. CONDUCT

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in any manner which violates local, state or federal laws or regulations.

#### 2. HALLWAYS AND STAIRWAYS

Tenant shall not obstruct or use for storage, or for any purpose other than ingress and egress, the sidewalks, entrance, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

#### 3. NUISANCES

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon.

#### 4. MUSICAL INSTRUMENTS, ETC.

Tenant shall not install or operate any phonograph, musical instrument, radio receiver or similar device in the Building in such manner as to disturb or annoy other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

#### 5. LOCKS

With the exception of Tenant's pharmaceuticals locker or storage facility, no additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys to the Premises and toilet rooms either furnished to or otherwise procured by Tenant, and in the event of loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

#### 6. OBSTRUCTING LIGHT, DAMAGE

The sash doors, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed, and no rubbish, newspapers or other substance of any kind shall be thrown into them. Waste and excessive or unusual use of water shall not be allowed. Tenant shall not mark, drive nails, screw or drill into, paint, nor in any way deface the walls, ceilings, partitions, floors, wood, stone or iron work. The expense of any breakage, stoppage or damage resulting from a violation of this rule by Tenant shall be borne by Tenant. Tenant shall be permitted to hang pictures on office walls, but it must be done in a workmanlike manner and in such a way as not to damage or deface such walls.

#### 7. WIRING

Electrical wiring of every kind shall be introduced and connected only as directed by Landlord, and no boring nor cutting of wires will be allowed except with the consent of Landlord. The location of the telephone, call boxes, etc., shall be subject to the approval of Landlord.

#### 8. EQUIPMENT, MOVING, FURNITURE, ETC.

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant. All equipment shall be installed as required by law, and in accordance with and subject to written approval received on written application of Tenant.

9. REQUIREMENTS OF TENANT

The requirements of Tenant will be attended to only upon application at the office of Landlord or its Property Manager. Employees of Landlord or its Property Manager shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord or its Property Manager. No such employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord or its Property Manager. All janitorial services personnel, guards or any outside contractors employed by Tenant shall be subject to the regulations and control of Landlord, but shall not act as an agent or servant of Landlord.

10. MEDICAL AND HAZARDOUS WASTES

Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

11. ACCESS TO BUILDING

Any person entering or leaving the Building may be questioned by Building security regarding his/her business in the Building and may be required to sign in and out. Anyone who fails to provide a satisfactory reason for being in the Building may be excluded.

12. VEHICLES, ANIMALS, REFUSE

Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No bicycle or other vehicle, and no animal shall be brought into the offices, halls, corridors, elevators or any other parts of the Building by Tenant or the agents, employees or invitees of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Building.

13. EQUIPMENT DEFECTS

Tenant shall give Landlord prompt notice of any accidents to or defects in the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

14. PARKING

Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces designated by Landlord for such purpose and shall in no event park in spaces reserved for public parking. Tenant agrees that Landlord assumes no responsibility of any kind whatsoever in reference to such automobile parking area or the use thereof by Tenant or its agents or employees.

15. CONSERVATION AND SECURITY

Tenant will see that all windows and doors are securely locked, and that all faucets and electric light switches are turned off before leaving the Building.

16. SIGNAGE

Tenant shall not place any sign upon the Premises or the Building without Landlord's prior written consent.

17. VENDING MACHINES

Tenant shall not place, install, maintain or use any vending machine on the Premises without Landlord's prior written consent.

## ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE Agreement (this "Addendum") is made and entered into effective as of September 1, 2006 (the "Effective Date"), by and between Massillon Community Health System, LLC, a Delaware limited liability company ("Landlord"), and City of Massillon Health Department ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated effective September 1, 2006 (the "Lease"), pursuant to the terms and conditions of which Landlord agreed to lease to Tenant approximately 4,470 square feet of rentable space in that certain medical office building located at 845 8<sup>th</sup> Street NE, Suites 6, 8, 9 & 10, Massillon, OH;

WHEREAS, Landlord and Tenant have agreed to modify the Lease Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Amendment to the Lease. The Lease is hereby modified and amended as follows:

a. Base Rental. Pursuant to the Akron General Health System Proposed Massillon Hospital Joint Venture dated August 23, 2004, Landlord agrees to provide 3,600 rentable square feet of office space for a period of five (5) years at no cost to Tenant. Notwithstanding any provision contained in Section 1 of the Lease to the contrary, on the Effective Date of this Amendment, the Base Rental payable by Tenant to Landlord annually (which shall be increased from time to time by the CPI Adjustment pursuant to the terms of the Lease), without notice, demand, counterclaim, abatement, deduction or setoff, except as otherwise provided in the Lease, as follows: the annual amount of Twelve Thousand One Hundred Eighty and No/100 Dollars (\$12,180.00), determined by multiplying 870 square feet of the Rentable Space of the Premises by Fourteen and No/100 Dollars (\$14.00) per each square foot of Rentable Space. The annual amount of Base Rental provided herein shall be paid in advance in equal monthly installments in the amount of One Thousand Fifteen and No/100 Dollars (\$1,015.00) on the first day of each and every calendar month during the Lease Year.

b. Permitted Use. Notwithstanding anything in Section 10 of the Lease to the contrary, Landlord and Tenant agree that Tenant will use the Premises for conducting the Massillon City Health Department (the "Health Department") and any related functions performed by the Health Department.

2. Continuing Effect. Except as expressly modified by the terms and provisions of this Addendum, each and every of the terms and provisions of the Lease are unchanged and continued in full force and effect.

3. Parties Bound. This Addendum shall be binding upon the parties hereto and their respective successors and assigns.

4. Counterparts. This Addendum may be executed in several counterparts by one or more of the undersigned and all such counterparts so executed shall together be deemed and constitute one final Addendum, as if one document had been signed by all parties hereto; and each such counterpart shall be deemed an original, binding the parties subscribed hereto and multiple signature pages affixed to a single copy of this Addendum shall be deemed to be a fully executed original Addendum.

5. Terms. Unless otherwise provided herein, all capitalized terms in this Addendum shall have the meaning ascribed to such terms in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the day and year set forth above.

### LANDLORD:

### TENANT:

Massillon Community Health System, LLC, a Delaware  
limited liability company

City of Massillon Health Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON; OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 123 - 2006

BY: PARKS AND RECREATION COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into an extension of the lease agreement with Crown Castle GT Company LLC for the cell tower located on the Kiwanis Park property in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into an extension of the lease agreement with Crown Castle GT Company LLC for the cell tower located on the Kiwanis Park property in the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into an extension of the lease agreement with Crown Castle GT Company LLC for the cell tower located on the Kiwanis Park property in the City of Massillon.

Section 3:

That the extension of the lease agreement with Crown Castle GT Company LLC for the cell tower located on the Kiwanis Park property in the City of Massillon is hereby attached and made a part of this ordinance.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to execute the extension of the lease agreement with Crown Castle GT Company LLC for the use of the cell tower on the Kiwanis Park property. 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

FIRST AMENDMENT TO LAND LEASE AGREEMENT

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT ("First Amendment") is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between *THE CITY OF MASSILLON*, ("Landlord") having a mailing address of 505 Erie St. N., Massillon, Ohio 44646 and *CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company* ("Tenant") with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Landlord and GTE Mobilnet of Ohio Limited Partnership ("GTE") entered into a Land Lease Agreement dated July 22, 1996 ("Lease") for property located at 1500 Oak Avenue in the City of Massillon, County of Stark, State of Ohio 44646 and identified as Parcel Number 06-80380 and recorded in the deed at Deed Book Volume 3588, Page 199 ("Property"); and,

WHEREAS, GTE assigned all of its right, title and interest in the Lease to Tenant by virtue of an Assignment and Assumption Agreement dated January 31, 2000 and recorded at Instrument #2001052095; and,

WHEREAS, the Lease has an original term that will terminate on July 22, 2026 ("Original Term") and Landlord and Tenant desire to amend the terms of the Lease to provide for additional terms beyond the Original Term as well as other considerations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Amended Paragraph 5. Paragraph 5 of the Lease is amended as follows: All extension terms shall hereinafter renew automatically. Moreover, beginning July 23, 2026, the Lease shall automatically be extended for four (4) additional five (5) year terms. Said Lease Term exceeds the Original Term by

twenty (20) years. Additionally, beginning July 23, 2006, Tenant shall pay to Landlord rent in the amount of Eleven Thousand and No/100 Dollars (\$11,000.00) per year. The rent shall be paid at the rate stated in this paragraph for a period of ten (10) years and shall not increase. After the expiration of the ten (10) year period, the rent shall increase by Seven Hundred Fifty and No/100 Dollars (\$750.00) every five (5) year term.

3. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this First Amendment is hereby amended to be consistent.

[remainder of page intentionally left blank; signatures follow]



Massillon Downtown  
B.U. #815343

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be  
duly executed on the day and year first written above.

LANDLORD:

*THE CITY OF MASSILLON*

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

[signatures continue on next page]

Massillon Downtown  
B.U. #815343

TENANT:

*CROWN CASTLE GT COMPANY LLC,*  
*a Delaware limited liability company*

By: \_\_\_\_\_  
Name: Robert D. Ward  
Title: President - Midwest Area

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of THE CITY OF MASSILLON, the person who executed the foregoing instrument; and (s)he acknowledged to me that (s)he signed the same as the free and voluntary act and deed of said First Amendment to Land Lease Agreement for the uses and purposes therein mentioned, being authorized so to do.

WITNESS my hand and official seal the day and year in this certificate above written.

(SEAL)

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

My commission expires \_\_\_\_\_

Massillon Downtown  
B.U. #815343

COMMONWEALTH OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, before me personally appeared Robert D. Ward, to me known to be the President - Midwest Area for Crown Castle GT Company LLC, a Delaware limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL)

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

My commission expires \_\_\_\_\_



DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 124 - 2006

BY: POLICE AND FIRE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for structural repairs to the Number One Fire Station of the City of Massillon Fire Department, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and to enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for structural repairs to the Number One Fire Station for the City of Massillon Fire Department.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to prepare plans and specifications and to advertise for and receive sealed bids according to law, and to enter into contract upon award and approval by the Board of Control, with the lowest and best bidder for structural repairs to the Number One Fire Station for the City of Massillon Fire Department. The estimated cost of the project is Sixty-Five Thousands Dollars (\$65,000.00)

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that these structural repairs be done before further damage occurs. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 125 - 2006

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE vacating a portion of a certain public alley.

WHEREAS, there has been filed with this Council by the owners of all of the lots and lands bounding and abutting upon the alley hereinafter described, a petition requesting that a portion thereafter described be vacated, and

WHEREAS, upon hearing, the Council hereby find that there is good cause for such vacation and that it will not be detrimental to the general interest of this community and that such vacation should be made.

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

Section 1:

A request to vacate the south half of Southway Street between Sherbrook Street and the new Southway Street intersection. The north half of the street is still consider Perry Township and must be vacated by the Stark County Commissioners. The 0.148 acres of Southway Street SE, located at the new Southway/Richville Drive intersection. This vacation plat is on file in the City Engineer's Office and was approved by the City Planning Commission on August 9<sup>th</sup>, 2006. The said vacation is hereby approved, adopted and confirmed.

Section 2:

This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the health, safety, and welfare and for the continued efficient operation of the City of Massillon, Ohio, the portion of the street to be vacated is no longer needed for municipal purposes. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

[illegible]

Mr Bailey

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 126 - 2006

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

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

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Amherst Road Resurfacing Project in the City of Massillon.

Section 2:

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

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the Amherst Road Resurfacing Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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



DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 127 - 2006

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Municipal Government Center Parking Lot Project in the City of Massillon, and declaring an emergency.

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

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to advertise for and receive sealed bids and enter into a contract, upon award and approval of the Board of Control, with the lowest and best bidder for the Municipal Government Center Parking Lot Project in the City of Massillon.

Section 2:

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

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that bids be received so that work may be completed on the Municipal Government Center Parking Lot Project. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 128 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriation in the Parking Enforcement Fund, of the City of Massillon, 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:

The appropriations are hereby reduced in the Parking Enforcement Fund, for the year ending December 31, 2006, as follows:

\$7,367.00 from an account entitled "Salary – Parking Enforcement" 1208.445.2110 ✓  
\$1,200.00 from an account entitled "PERS" – Parking Enforcement" 1208.445.2230  
\$ 129.00 from an account entitled "Medicare – Parking Enforcement" 1208.445.2231

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 and for the additional reason that the appropriation needs to be reduced because of an audit procedure. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

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

DATE: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 129 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the OPWC Projects Fund, Income Tax Capital Improvement Fund, Municipal Road Fund, Waste Management Grant Fund, Healthy Ohioans Grant Fund, General Fund and the Wastewater Treatment 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 OPWC Projects Fund, for the year ending December 31, 2006, the following:

\$764,263.00 to an account entitled "27<sup>th</sup> Street NE/Jackson Avenue Project" 1482.435.2512

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Income Tax Capital Improvement Fund, for the year ending December 31, 2006, the following:

\$363,865.88 to an account entitled "27<sup>th</sup> Street NE/Jackson Avenue Project" 1401.435.2513

Section 3:

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

\$116,000.00 to an account entitled "Amherst Road Project" 1409.435.2510

Section 4:

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

\$39,400.00 to an account entitled "Recycling Services/Contracts" 1222.605.2392

Section 5:

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

\$15,099.58 to an account entitled "Capital Purchases" 1234.515.2510

\$ 6,639.26 to an account entitled "Services/Contracts" 1234.515.2392

\$ 5,309.16 to an account entitled "Supplies/Materials" 1234.515.2410

Section 6:

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

\$1,650.00 to an account entitled "City Hall Services/Contracts" 1100.410.2392

Section 7:

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

\$700.00 to an account entitled "Sewer Refunds" 2101.615.2720

Section 8:

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: AUGUST 21, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 130 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE establishing a fund entitled "Law Department – Forfeited Funds", and creating line items within said fund, 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 is hereby established within the City of Massillon, Ohio, a fund entitled "Law Department – Forfeited Funds", and creating line items within said fund.

Section 2:

The City Auditor is hereby authorized and directed to draw his warrants and make payments on vouchers duly approved by the proper departmental authority.

Section 3:

That this Ordinance is declared to be an emergency measure immediately necessary in order to keep federal grant dollars in one specific fund as recommended by the State Auditor for accounting procedures within the Auditor's Department. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

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