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March 22, 2006

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Ronald E. Mang
Ward 1 Councilman
for the City of Massillon

RE: Intergovernmental Agreement with the Eastern Shawnee Tribe of Oklahoma

Dear Mr. Mang:

After observing what transpired at the March 20, 2006 public hearing before Council I feel that it is again necessary to advise council, in writing, of the proper course of action to be taken in this matter. It is obvious after hearing the public comment on the issue of the proposed casino development that both the public and the City Council have apparently ignored the fact of what is actually pending before Council at this point. Whether or not we want a casino development is an ancillary issue to what is currently before Council. Council is being asked to enter into an Intergovernmental Agreement which is binding on the City and is not a letter of intent. The agreement sets forth exactly what percentage of net revenue from gaming machines that Massillon will receive. We will not receive any revenue from table games or other gambling. This amount is reduced by one-half (1/2) percent for seven (7) years and during such time that a mortgage is in place for the infra structure, site development cost, and purchase price of the property. In other words the mitigation payment is really only 1.5 percent. This is binding on the City. All other aspects of the Intergovernmental Agreement are binding upon the City. We know nothing about the Indian Gaming Regulatory Act, nothing about Casino Gaming Revenue Agreements, and nothing about what a tribe may legally or not legally do on this property if in fact it ever acquires title. It is possible that Indian Tribes are not bound nor do they have to abide by our zoning codes, building codes, and other regulations including adult entertainment, tax payments and withholding, and other laws which are in place for our citizens.

How do we know that any of the estimated revenues or estimated jobs put forth by the tribe are accurate? How do we know that these estimates even come from the tribe? We have only heard these numbers floated around by the tribes' paid lobbyist, Terry Casey, and Mr. DePetro, part owner of the site. These numbers could be complete fiction. How come we have not seen any sort of impact study or statistical analysis justifying these numbers. My guess is that one was prepared and I am told that the City of Monroe spent months trying to wrangle it out of their hands.



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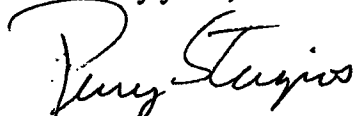
We were all told that this Intergovernmental Agreement must be signed by March 31, 2006 or the deal is off the table. However, we were then told at the public hearing that the date could be extended April 3, 2006. I am advising you that neither of these dates has any legal ramifications, there is no reason that this agreement has to be signed by either date, no lawyer or other person has told us any verifiable reason that this agreement has to be signed by that date, and it is merely being used to pressure you into acting without giving this agreement the necessary analysis nor receiving any expert advice concerning what the agreement means.

You need to hire an attorney who is an expert in these affairs to advise you as to what this agreement means and to assist you in the negotiating the agreement. Without such expert advice you are acting recklessly and ignoring the best interest of both the City of Massillon and the citizens of Massillon.

If you wish to pass something by April 3, 2006, I suggest that you pass a Resolution similar to the draft Resolution that I have prepared and enclosed with this letter. This Resolution should be sufficient to satisfy the request of the Shawnee for your support.

Some of you may think that my stance on this agreement leads to the conclusion that I am against having a casino. Nothing could be further from the truth. I am advising you as an attorney and as your Law Director that you need expert assistance in explaining this agreement to you and negotiating the terms of the agreement. I am advising you as your attorney that no deadline exists other than the arbitrary deadline set forth by the tribe which is meant to pressure you into acting quickly and without seeking any expert advice. This is a tactic they have used repeatedly throughout the State of Ohio and are now trying to use it on you. I have no opinion on whether we should have a casino in Massillon or not as I am supposed to be objective in these matters and I am being objective.

Sincerely yours,



PERICLES G. STERGIOS
Director of Law

PGS/ecl
Enclosure