

NOTICE OF NORTH CANTON CITY COUNCIL MEETING
Monday, February 12, 2018, 7:00 p.m., City Hall

Agenda

1. Call to Order
2. Opening Prayer – Reverend Emil Gretarsson, Holy Cross Lutheran Church
3. Pledge of Allegiance
4. Medal of Honor Recipient - Colonel Donald E. Ballard
5. Roll Call
6. Consideration

Special Committee of the Whole Meeting Minutes: January 16, 2018

Public Hearing Minutes: January 16, 2018

Executive Session Minutes: January 22, 2018

Special Committee of the Whole Meeting Minutes: January 22, 2018

Council Meeting Minutes: January 22, 2018

Committee of the Whole Meeting Minutes: February 5, 2018

Finance Statements: January 2018

New Liquor License for GS Sheera LLC 550 N Main Street North Canton, OH 44720

7. Recognition of Visitors
8. New Business
9. **Ordinance No. 6 - 2018 - 1st Reading - Personnel and Safety Committee**

An ordinance amending Section 20 COMPENSATION, of Chapter 155 Personnel Regulations, Part One - Administrative Code of the Codified Ordinances of the City of North Canton, to adjust the titles and compensation of certain employees, and declaring the same to be an emergency.

10. **Ordinance No. 7 - 2018 - 1st Reading - Finance and Property Committee**

An ordinance amending Ordinance No. 100 - 2017 authorizing the Mayor of the City of North Canton to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court for the prosecution of criminal cases, by increasing the total cost not to exceed from \$19,500 per year to \$22,000 per year, for a period of two years beginning January 1, 2018 through December 31, 2019, amending appropriations to cover the increased costs, and declaring the same to be an emergency.

11. **Ordinance No. 8 - 2018 - 1st Reading - Finance and Property Committee**

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of two marked cruisers from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.

12. Ordinance No. 9 - 2018 - 1st Reading - Finance and Property Committee

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Fire Operating Fund to the Misc. Grant Expenditures Account in the amount of \$49,980.00 for the current expenses during the fiscal year ending December 31, 2018, and declaring the same to be an emergency.

13. Ordinance No. 10 - 2018 - 1st Reading - Community and Econ Dev Committee

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement ("Agreement") by and between the City of North Canton and Children's Hospital Medical Center of Akron ("Children's Hospital"), and declaring the same to be an emergency.

14. Resolution No. 3 - 2018 - 1st Reading - Park and Recreation Committee

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding (MOU) by and between the City of North Canton and the Gold Star Families Memorial Monument, Hershel Woody Williams Medal of Honor Foundation, for the purpose of constructing, erecting, and dedicating a Gold Star Families Memorial in the City of North Canton, and declaring the same to be an emergency.

15. Reports - Council

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Daryl Revoldt	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Dominic Fonte	Ward 4		

16. Reports

Director of Law Mayor	Director of Finance City Engineer	Director of Administration Clerk of Council
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17. Final Call for New Business

18. February and March Meeting Schedule

****Monday, February 19, 2018 - no meeting**
Monday, February 26, 2018 - Council meeting
Monday, March 5, 2018 - Committee of the Whole meeting
Monday, March 12, 2018 - Council meeting
Monday, March 19, 2018 - Committee of the Whole meeting
Monday, March 26, 2018 - Council meeting

19. Adjourn

North Canton City Council
Personnel and Safety Committee

Ordinance No. 6 - 2018

An ordinance amending Section 20 COMPENSATION, of Chapter 155 Personnel Regulations, Part One - Administrative Code of the Codified Ordinances of the City of North Canton, to adjust the titles and compensation of certain employees.

WHEREAS, due to the reorganization of certain City departments, and the shifting of certain duties and responsibilities, titles and compensation levels relative to those duties and responsibilities require corresponding adjustments.

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

Section 1. That Chapter 155 Personnel Regulations of Part One, Administrative Code, specifically, COMPENSATION, be, and the same is hereby amended to read as follows:

COMPENSATION

Full-Time Schedule of Compensation: Full-time employees shall be paid an amount equal to or less than the amount set forth in the following schedule:

Position	Bi-Weekly Compensation
Director of Administration	\$4,423.08
Director of Law	\$4,423.08
Director of Finance	\$4,423.08
City Engineer	\$4,423.08
Chief of Police	\$3,461.54
Chief of Fire & EMS	\$3,461.54
Supt., Permits & Inspection	\$3,269.23
Supt., Water Distribution & Parks	\$3,269.23
Supt., Streets & Sewers	\$3,269.23
Superintendent - Drinking Water Plant	\$3,269.23
Design Engineer	\$3,269.23
Deputy Director of Administration and Development	\$2,884.62

Deputy Director of Finance	\$ 2,884.62
Operations Managers:	
Water Distribution & Parks	
Streets & Sewers	
Drinking Water Plant	\$ 2,884.62
Clerk of Council/Law Dept.	\$ 2,115.38
Accountant	\$2,000.00
Client Coordinator	\$1,765.00
Administrative Assistant	\$1,730.00

To fill a position listed in the preceding schedule, the Mayor (or in the case of a Council/Law/Finance position, City Council) shall post the open position for a minimum of two weeks on the City's website, bulletin boards in each City facility, and in a local newspaper. The posting may also be advertised on websites and/or in trade publications relevant to the position.

Part-Time Schedule of Compensation: Part-Time employees shall be paid an amount equal to or less than the amount set forth in the following schedule:

Position	Hourly Rate
<u>Public Safety - FIRE / EMS</u>	
Assistant Fire Chief	\$15.63
Fire Captain	\$15.26
Fire Captain / EMT - Paramedic	\$15.26
Fire Captain / EMT - Basic	\$15.26
EMT – Paramedic	\$15.26
Firefighter / EMT - Paramedic	\$15.26
Firefighter / EMT - Basic	\$14.77
Firefighter	\$14.77
EMT – Basic	\$14.77
Fire/Medic	\$13.90
Paramedic	\$13.90
Firefighter	\$12.85
Basic	\$12.85

Part-time employees staffed at station will not receive standby wages and will work a minimum of four hours.

<u>Public Safety - Police</u>	
Radio Dispatcher	\$12.76
School Crossing Guard	\$12.30
Auxiliary Police	\$11.54
Special Patrolman	\$15.63

<u>Financial & Clerical</u>	
Fiscal/Clerical Specialist	\$12.41
Payroll Manager/Admin. Assist.	\$19.47

<u>Department of Engineering</u>	
Engineering/Permit Clerk	\$12.41
Special Project Inspector	\$17.58

<u>Building & Permits</u>	
Building Inspector	\$25.16
Nuisance Officer	\$17.77
Plans Examiner/Chief Building Officer	\$60.00

<u>General Government</u>	
Summer I	Minimum Wage
Summer II	Minimum Wage +7.3%
Intern	Minimum Wage +25.3%
Skilled Worker	\$15.15
Laborer	\$13.59

<u>Recreation</u>	
Class "A" Instructor	\$11.00
Senior Program Director**	\$203.50
**Paid bi-weekly	

A. In the event the Senior Program Director works less than 20 hours in a bi-weekly pay period, the actual hours worked will be paid at the Senior Program Director's applicable hourly rate.

B. Effective January 1 of each year, any employees receiving minimum wage shall have their hourly compensation automatically adjusted to reflect the applicable Federal or State minimum wage, whichever is higher.

Section 2. That any and all legislation inconsistent herewith, be, and is hereby repealed.

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

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary in expediting the hiring process for the position of Design Engineer; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed by Council this _____ day of _____, 2018

David Held, Mayor

Signed: _____, 2018

ATTEST: _____
Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 7 - 2018

An ordinance amending ordinance 100 - 2017 authorizing the Mayor of the City of North Canton to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court for the prosecution of criminal cases, by increasing the total cost not to exceed from \$19,500 per year, to \$22,000 per year, for a period of two years beginning January 1, 2018 through December 31, 2019, amending appropriations to cover the increased costs, and declaring the same to be an emergency.

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

Section 1. That ordinance 100 - 2017 is hereby amended to permit the Mayor of the City of North Canton to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation by the City of Canton through its Law Department and Prosecutor's Office with regard to the prosecution of criminal cases and other related matters as provided for therein in the Canton Municipal Court, and increasing the amount from a total cost not to exceed of \$19,500 per year, to \$22,000 per year, payable in eight equal payments to be made on the first day of each quarter.

Section 2. That the agreement by and between the City of North Canton and the City of Canton shall be effective for a period of two years beginning January 1, 2018 through December 31, 2019, and reflects the increased number of cases sent from Canton's Municipal Court as a result of abolishing North Canton's Mayor's Court.

Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified agreement from the following appropriation, which includes an increase over the original appropriation for 2018:

622	DIRECTOR OF LAW	
101.622.5225	Professional Services (Canton)	\$22,000/yr.

upon receipt of vouchers duly approved by the proper departmental authority.

Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely renewal of the contract without a loss of service; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2018.

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 8 - 2018

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor of the City of North Canton, upon Board of Control approval, to enter into an agreement for the purchase of two marked cruisers from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act, and declaring the same to be an emergency.

WHEREAS, the City of North Canton must replace two marked cruisers;
and

WHEREAS, the Ohio Cooperative Purchase Act enables municipalities, such as the City of North Canton, to benefit from economies of scale, expedite its procurement process, and achieve a substantial purchase savings for the purchase of two marked cruisers.

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

Section 1. That the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, be, and is hereby authorized to enter into an agreement for the purchase of two marked cruisers at a cost not to exceed \$64,000.00.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above-specified contract from the following appropriations:

330	CAPITAL IMPROVEMENT FUND	
330.101.5500	Equipment	\$64,000.00

upon receipt of vouchers duly approved by the proper departmental authority.

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

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely purchase of the two marked police and to ensure continued efficient operation of the Police Department; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council 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 _____ 2018

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 9 - 2018

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, to be appropriated from the unappropriated resources of the Fire Operating Fund to the Misc. Grant Expenditures Account in the amount of \$49,980.00 for the current expenses during the fiscal year ending December 31, 2018, and declaring the same to be an emergency.

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

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, during the fiscal year ending December 31, 2018, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the 204 Fund FIRE OPERATING FUND	\$49,980.00
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Appropriate To:

204 FIRE OPERATING FUND 204.133.5201 Misc. Grant Expenditures	\$49,980.00
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Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

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

Section 4. That this ordinance is necessary to appropriate these dollars to be used towards the purchase of MARCS (Multi-Agency Radio Communications Systems) radio equipment for the Fire Department using the State Fire Marshal Grant. The Fire Department will need to complete the grant requirement process so the equipment can be order. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2018

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Community and Economic Development Committee

Ordinance No. 10 - 2018

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement ("Agreement") by and between the City of North Canton and Children's Hospital Medical Center of Akron ("Children's Hospital"), and declaring the same to be an emergency.

WHEREAS, North Canton encourages job creation opportunities throughout the City; and

WHEREAS, Children's Hospital is desirous of expanding its operations in the City and increasing employment opportunities, provided certain development incentives are afforded to support such economic viability; and

WHEREAS, the City is desirous of providing Children's Hospital with certain incentives for expanding its operations within the City thereby creating new jobs and increasing and enhancing medical care for our residents and guests' children; and

WHEREAS, North Canton and Children's Hospital, pursuant to the Ohio Constitution, Article VIII, Section 13, Article XVIII, Sections 3 and 13, the Ohio Revised Code Section 718.15, possess the legal authority to enter into a grant Agreement.

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

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into an Industrial and Commercial Occupancy Grant Agreement with Children's Hospital to increase City employment opportunities. A copy of the Agreement is attached hereto and is incorporated herein by this reference.
- Section 2. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for immediate construction preparation and commencement to quickly realize the grant Agreement's benefits for increased and enhanced medical care and treatment for our residents and guests' children, increased City revenue, and immediate construction preparation and commencement for the major overhaul and improvement of the City's park system; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2018.

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council

**INDUSTRIAL AND COMMERCIAL
JOB CREATION INCENTIVE GRANT AGREEMENT**

This Agreement is made and entered into by and between THE CITY OF NORTH CANTON, OHIO, an Ohio municipal corporation, (“North Canton” or “the City”) and CHILDREN’S HOSPITAL MEDICAL CENTER OF AKRON, an Ohio non-profit corporation (“CHILDREN’S HOSPITAL”) collectively, the Parties (“Parties”), as of the date indicated below.

RECITALS

WHEREAS, North Canton encourages job creation opportunities throughout the City; and

WHEREAS, Children’s Hospital is desirous of expanding its operations in the City and increasing employment opportunities (the “Project”), provided certain development incentives are afforded to support the Project’s economic viability; and

WHEREAS, North Canton City Council enacted Ordinance No. 10 - 2018 DATE, 2018, therein authorizing the Mayor to enter into this Industrial and Commercial Job Creation Incentive Grant Agreement (the “Agreement”), pursuant to the Ohio Constitution, Article VIII, Section 13, Article XVIII, Sections 3 and 13, and the Ohio Revised Code Section 718.15; and

WHEREAS, having the appropriate authority to enter into this Agreement, the City is desirous of providing Children’s Hospital with certain incentives for development of the Project, thereby increasing employment opportunities.

NOW, THEREFORE, the Parties intended to be legally bound, and in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the benefit of which to be derived by the Parties herein from the execution hereof, the Parties agree as follows:

AGREEMENT

1. Description of the Project

Children’s Hospital shall lease the fully completed, new construction space at 6076 Whipple Avenue NW, North Canton, Ohio (the “Facility”), which will house its operations, for no less than the length of this Agreement and any extensions, if applicable.

2. Project Investment

A. The Project will involve Children's Hospital's direct investment in excess of \$8,000,000.00 in land acquisition, interior build out, furniture, fixtures and equipment, in addition to indirect investments of approximately \$5,800,000.00 by the developer for the building shell.

B. Construction shall begin on or about March 1, 2018, and shall be completed on or about April 30, 2019.

3. Job Creation

A. Within 180 days of the Facility's completed construction, Children's Hospital shall employ 31 new and additional full-time employees ("New Employees"), and shall maintain such level during the period of this Agreement.

B. The New Employees shall generate at least \$2,750,000 of annual additional payroll or \$41,250.00 in annual, retained, City income tax revenue during the period of this Agreement.

C. If Children's Hospital elects during the term of this Agreement to expand the Facility by an additional 12,000 square feet, pursuant to the building design, and adds an additional 25 New Employees with at least \$1,500,000.00 of additional payroll, the City shall extend the term of the Agreement an additional three years.

4. Issuance of Grant

A. Pursuant to the terms and conditions of this Agreement, and contingent upon Children's Hospital's creation and retention of the above-described payroll and jobs in North Canton, and the Project's completed construction, the City shall award Children's Hospital an Industrial and Commercial Job Creation Incentive Grant (the "Grant"). Unless extended, the Grant shall be paid in 10 annual installments in the manner described in Section 5 below.

B. The Grant amount shall be calculated annually based on Children's Hospital's performance in meeting its payroll and employment projections for the previous year, as further described in Exhibit "A," which is incorporated herein by this reference. Children's Hospital must achieve at least 75% of the payroll projection for the previous year to be eligible for Grant proceeds. Should Children's Hospital exceed an annual payroll projection, the additional proceeds shall be used as the basis for determining the annual Grant payment in any given year having fallen

short. Total additional amounts exceeding 25% above the maximum projection, however, shall not receive grant proceeds.

C. The annual amount of each Grant shall be based on the retained tax revenue for each calendar year, including any extensions, as specified on Exhibit "A."

5. Grant Payments

A. Grant payments described herein shall not be remitted until the City receives Children's Hospital's written certification that New Employee projections set forth in Section 3 above have been met by: December 31, 2019; December 31, 2020; December 31, 2021; December 31, 2022; December 31, 2023; December 31, 2024; December 31, 2025; December 31, 2026; December 31, 2027; and December 31, 2028; and if extended, December 31, 2029; December 31, 2030; December 31, 2031.

B. Provided Children's Hospital files its Form 17- Reconciliation of Income Tax Withheld for the prior tax year by February 28th with the Regional Income Tax Agency; Grant payments based on the previous year's performance shall be made by June 30th of each year. If Children's Hospital obtains an extension to file the Form 17- Reconciliation of Income Tax Withheld, Grant payments shall be made within three months of the extended filing date.

C. If Children's Hospital does not meet Year 1 projections due to construction delays, not attributed to Children's Hospital, the initial Grant payment may occur in the year following the Project's first full year. Grant amounts shall be calculated annually based on Children's Hospital performance in meeting its payroll and employment projections for the previous year.

6. Other Consideration

Children's Hospital agrees to commit \$250,000 to support the design and construction of the Children's Performing Arts Pavilion proposed in the City's park expansion plan for Dogwood Park beginning in 2018. Children's Hospital will identify its team to work with community representatives identified by the City to design a Children's Hospital pavilion to support the City's plan for a children's-focused park.

7. Payment of Taxes and Filing Reports and Returns

Children's Hospital shall pay all taxes and shall file tax reports and returns as required by law. If Children's Hospital fails to pay such taxes or file such returns and reports, all incentives granted under this Agreement are terminated beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. Annual Review

A. Upon the City's request and on City-provided forms, Children's Hospital shall provide the City with any information reasonably required to evaluate Children's Hospital compliance with the terms and conditions of this Agreement. This information will be requested annually following the February 28th deadline for submittal of Form 17- Reconciliation of Income Tax Withheld.

B. The City's Director of Finance shall prepare annual performance reports to be reviewed by a Committee ("Committee"), consisting of the Director of Administration, the Director of Finance, and the President of Council.

C. If the Committee finds Children's Hospital has not fully complied with the terms and conditions of this Agreement, it shall promptly provide it, via certified mail, a written report fully describing the alleged noncompliance, together with a reasonable opportunity to cure.

D. If the Committee, by majority vote of its members, determines Children's Hospital failed to comply with the terms and conditions of this Agreement, and has not cured the noncompliance within a reasonable time, no Grant payment shall be made until, and if, the Committee determines, by the majority vote of its members, that the noncompliance has been cured.

E. If the Committee, by a majority vote of its members, determines that Children's Hospital has complied with the terms of this Agreement, Grant payment shall be made in the manner described in Section 5 above.

9. Certification as to Taxes

Children's Hospital certifies that at the time it executes this Agreement, it has no delinquent: real property taxes; tangible personal property taxes; or taxes to any taxing authority of the State of Ohio. Children's Hospital further certifies it has no delinquent taxes for which it is liable under Chapters 5733, 5735, 5739, 5741, 5743,

or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, it currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such petition has been filed against it. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

10. Termination of Agreement

Year 1 projections must be met by December 31 of Year 1. If, however, the Project start or occupancy of the Project facility is delayed, Children's Hospital may send a written request to the Director of Administration for a one-year extension. The extension may be approved by the Committee with notice to City Council. If the Project does not proceed as specified herein, or within the one-year extension period, Council may rescind this Agreement upon Committee recommendation. If Children's Hospital fails to meet 75% of its payroll or employment projections in three consecutive years at any time during the term of this Agreement, City Council shall rescind this Agreement following the Director of Administration's annual report. If the Project, or its occupancy, begins in the 3rd or 4th quarter of its first year, and this causes Children's Hospital to be unable to meet its Year 1 projections by December 31st of that year, the first full year of occupancy shall be considered Year 1 of this Agreement.

11. Non-Discrimination in Employment

By executing this Agreement, Children's Hospital is committing to follow non-discriminatory employment practices acknowledging that no individual may be denied employment or subjected to employment discrimination on the basis of race, religion, sex, disability, color, national origin, military status, or ancestry.

12. Notices

Any notices, statements, acknowledgements, consent approvals, certificates, reports, records or requests required to be given on behalf of either Party shall be made in writing at the following addresses:

If to the City to: City of North Canton, Attn: Mayor, 145 North Main Street, North Canton, Ohio 44720. With a copy to: Director of Law.

If to Children's Hospital to: Children's Hospital Medical Center of Akron, One Perkins Square, Akron, Ohio 44308, Attn: Grace Wakulchik, President.

13. Miscellaneous

A. A waiver of any breach of any provision of this Agreement shall not operate or be construed as a waiver of a breach of any other provision of this Agreement or of any subsequent breach.

B. This Agreement shall not be transferrable or assignable by either party.

C. This Agreement has been drafted jointly and there shall be no presumption of construction against either Party. The Parties agree the language of all parts of this Agreement shall in all cases be construed as a whole, according to the fair meaning, and not strictly for or against any Party.

D. This Agreement sets forth the entire Agreement between the Parties regarding the Industrial and Commercial Job Creation Incentive Grant Agreement awarded by this Agreement and fully supersedes all prior agreements or understandings (written or oral) between Children's Hospital and the City regarding Grant awarded by this Agreement.

E. Except as otherwise noted above, no provisions of this Agreement may be modified, amended, waived or terminated, except in writing, signed by the Mayor of the City and an authorized Children's Hospital representative.

F. If any part, term, or provision, of this Agreement is determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms and provisions shall not be affected thereby and any illegal, invalid or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto expressly consent to the jurisdiction of the courts located in the State of Ohio. The City and the Children's Hospital agree that any disputes between them concerning this Agreement or any other matter shall be brought only in the Stark County Court of Common Pleas.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the last date below.

CITY OF NORTH CANTON, OHIO

By: _____
David J. Held, Mayor

CHILDREN'S HOSPITAL MEDICAL CENTER OF AKRON

By: _____
Grace Wakulchik, President

I hereby certify that sufficient funds are available to make the Grant payment described in the foregoing Agreement.

DIRECTOR OF FINANCE

By: _____
Laura Brown

Date: _____

Approved as to form and content

DIRECTOR OF LAW

By: _____
Timothy L. Fox

Date: _____

North Canton City Council
Park and Recreation Committee

Resolution No. 3 - 2018

A resolution authorizing the Mayor of the City of North Canton to enter into a Memorandum of Understanding ("MOU") by and between the City of North Canton and the Gold Star Families Memorial Monument, and the Hershel Woody Williams Medal of Honor Foundation, for the purpose of constructing, erecting, and dedicating a Gold Star Families Memorial in the City of North Canton, and declaring the same to be an emergency.

WHEREAS, the City has profound respect for the men and women who have given and dedicated their lives to the service of their country; and

WHEREAS, the City seeks to honor the families of servicemen and women who sacrificed their lives while serving in the military.

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

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a MOU by and between the City of North Canton and the Gold Star Families Memorial Monument, and the Hershel Woody Williams Medal of Honor Foundation.
- Section 2. That if a provision of this resolution is or becomes illegal, invalid, or unenforceable, that shall not affect the validity or enforceability of any other provision of this resolution.
- Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely implementation of the MOU between the parties to ensure the timely construction of the Gold Star Families Memorial in hopes to have it completed and ready for dedication in early July 2018; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this _____ day of _____ 2018.

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council

MEMORANDUM OF UNDERSTANDING

This Memo of Understanding ("MOU") is made and entered into by and between the City of North Canton ("North Canton" or "the City"), Gold Star Families Memorial Monument Committee ("Gold Star Committee"), and Hershel Woody Williams Medal of Honor Foundation ("Williams' Foundation") as of the date indicated below for the purposes of constructing, erecting, and dedicating a Gold Star Families Memorial in the City of North Canton.

WHEREAS, the City of North Canton, has profound respect for the men and women who have given and dedicated their lives to the service of their country; and

WHEREAS, the City seeks to honor the families of servicemen and women who sacrificed their lives while serving in the military;

THEREFORE, BE IT RESOLVED that the City of North Canton, the Gold Star Committee, and the Williams Foundation agree to the following terms for this project:

The City will:

(1) dedicate, by ordinance, a specific portion of City-owned land as a permanent location for a Gold Star Families Memorial. The land will be of sufficient size to support the monument, its plaza, accessories, design features, approaches, and sidewalks (collectively, the "Monument");

(2) determine, at its own expense, the viability of the selected site as it relates to soil-bearing pressures, soil condition, composition, grading, man-made and natural hazards, etc;

(3) provide electric power to the site for construction purposes, if needed, and as a permanent fixture to accent the Monument;

(4) for a limited time, keep the excavation area reasonably dry through tenting;

(5) obtain a design engineer or architect's services in-kind for the Monument's site renderings;

(6) select and install the final landscaping materials and plantings located immediately adjacent to the Monument;

(7) secure the site and Monument as appropriate during the construction process and until its dedication;

(8) carry sufficient property and casualty insurance for the Monument; and

(9) relocate, remove, or replace trees, shrubbery, and man-made structures that might interfere with the Monument's final placement.

The Gold Stark Committee and Williams' Foundation will:

(1) secure funding from private sources necessary to design, construct, and install the Monument;

(2) design the Monument's components and features;

(3) select the Monument's final design panels with an allowance for at least one of the panels to reflect the Hoover Company's efforts to assist our allies in relocating children from war-torn Europe into North Canton, or to reflect the efforts of our residents' and families' contribution to our armed forces ;

(4) select commemorative seating benches or plaques and secure sponsorships necessary for their purchase, construction, and installation;

(5) secure necessary commercial contractors, project managers, labor, materials, and components, etc., for the Monument's construction;

(6) contribute \$7,500 to a Monument memorial fund, established by the City, for the Monument's ongoing care and maintenance.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed as of the latest date below.

CITY OF NORTH CANTON, OHIO

By: _____
David J. Held, Mayor Date

GOLD STAR COMMITTEE AND WILLIAM'S FOUNDATION

By: _____
Dr. Timothy P. Novelli Date

Approved as to form and content.

By: _____
Timothy L. Fox, Dir of Law