

**North Canton City Council Notice
Committee of the Whole Agenda
Monday, March 19, 2018 - 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, March 19, 2018 at 7:00 p.m.** in Council chambers at North Canton City Hall.

Items to be discussed

1. Community and Economic Development Committee

Chairperson: Marcia Kiesling
Vice Chairperson: Mark Cerreta
Doug Foltz
Dominic Fonte
Daniel Peters
Daryl Revoldt
Stephanie Werren

(a) An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and LMD Realty, LLC.

(b) An ordinance continuing the Community Reinvestment Area ("CRA") agreements between the City of North Canton and LMD Realty, LLC and Insight Realty, LLC.

2. Ordinance, Rules and Claims Committee

Chairperson: Daryl Revoldt
Vice Chairperson: Doug Foltz
Mark Cerreta
Dominic Fonte
Marcia Kiesling
Daniel Peters
Stephanie Werren

Discuss the 2012 North Canton Master Plan

3. Personnel and Safety Committee

Chairperson: Daniel Peters
Vice Chairperson: Dominic Fonte
Mark Cerreta
Doug Foltz
Marcia Kiesling
Daryl Revoldt
Stephanie Werren

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a successor collective bargaining agreement between the City and the Fraternal Order of

Police ("FOP"), Ohio Labor Council, Inc., (Police Lieutenants and Sergeants), and declaring the same to be an emergency.

4. Street and Alley Committee

Chairperson: Dominic Fonte
Vice Chairperson: Daniel Peters
Mark Cerreta
Doug Foltz
Marcia Kiesling
Daryl Revoldt
Stephanie Werren

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 a contract for the Bachtel Street SE Rehabilitation Project, at a total cost not to exceed \$500,000.00, and declaring the same to be an emergency.

5. Water, Sewer and Rubbish Committee

Chairperson: Mark Cerreta
Vice Chairperson: Daryl Revoldt
Dominic Fonte
Doug Foltz
Marcia Kiesling
Daniel Peters
Stephanie Werren

An ordinance authorizing the Mayor of the City of North Canton to enter into a water service agreement with OMNI Orthopedics to provide water for OMNI's proposed new and additional office location in Jackson Township, Stark County Parcel Number 16-27333, (the "Property"), and declaring the same to be an emergency.

6. Finance and Property Committee

Chairperson: Stephanie Werren
Vice Chairperson: Marcia Kiesling
Mark Cerreta
Doug Foltz
Dominic Fonte
Daniel Peters
Daryl Revoldt

(a) An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, to enter into an agreement

with Rush Truck Centers, for the purchase of a 2019 7400 SFA 4X2 dump truck, and declaring the same to be an emergency.

(b) An ordinance permitting the Mayor of the City of North Canton to sign a Satisfaction of Mortgage for a maintenance bond in the amount of \$51,853.00, between the City and McKinley-Applegrove, Ltd, for Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019787 of the Stark County Official Records.

(c) An ordinance permitting the Mayor of the City of North Canton to sign an Amended and Restated Sidewalk Performance Bond between the City and McKinley-Applegrove, Ltd, for Sanctuary Phase 3 construction project, as shown on the Plat recorded in Instrument Number 201607210028127 of the Stark County Official Records.

(d) An ordinance permitting the Mayor of the City of North Canton to sign a Modification of Mortgage for an Amended and Restated Sidewalk Performance Bond between the City and McKinley-Applegrove, Ltd, for Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019786 of the Stark County Official Records.

7. Discuss the Gold Star Family Memorial
8. Report - Director Deorio
9. Adjourn

Mary Beth Bailey
Clerk of Council

North Canton City Council
Community and Economic Development Committee

Ordinance No. – 2018

An ordinance continuing the Community Reinvestment Area (“CRA”) agreement between the City of North Canton and LMD Realty, LLC.

WHEREAS, the North Canton Tax Incentive Review Council (“TIRC”) met Monday, March 12, 2018, and has analyzed applicable historical data, and as a result, recommends the City continue the CRA agreement between the City and LMD Realty, LLC.

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

- Section 1. That based upon the TIRC’s recommendations, the City shall continue the CRA agreement between the City and LMD Realty, LLC.
- Section 2. That a copy of this ordinance shall be forwarded to the Ohio Department of Development.
- Section 3. That this ordinance 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
Community and Economic Development Committee

Ordinance No. – 2018

An ordinance continuing the Community Reinvestment Area ("CRA") agreement between the City of North Canton and Insight Realty, LLC.

WHEREAS, the North Canton Tax Incentive Review Council ("TIRC") met Monday, March 12, 2018, and has analyzed applicable historical data, and as a result, recommends the City continue the CRA agreement between the City and Insight Realty, LLC.

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

- Section 1. That based upon the TIRC's recommendations, the City shall continue the CRA agreement between the City and Insight Realty, LLC.
- Section 2. That a copy of this ordinance shall be forwarded to the Ohio Department of Development.
- Section 3. That this ordinance 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

145 N. Main Street
North Canton, Ohio 44720
Office Phone: (330) 499-8223
Fax: (330)305-0603
pdeorio@northcantonohio.gov



Patrick. A. DeOrio
Director of Administration
CITY OF NORTH CANTON

LEGISLATION REQUEST

To: Daniel Jeff Peters, Council President/ Personnel and Safety Chair, Doug Foltz, Vice President, Marcia Kiesling, Chair Community and Economic Development Committee, Mark Cerreta, Vice Chairperson, Members Doug Foltz, Dominic Fonte, Daniel Peters, Daryl Revoldt, Stephanie Warren.

Subject: Tax Incentive Review Council recommendations for monitoring of active tax incentive agreements for the FY 2017 Tax Year.

Requested by: 
Director of Administration/ Housing Officer

Date: March 13, 2018

Background: The Tax Incentive Review Council (TIRC) met on Monday, March 12, 2018 to review the two (2) active commercial/industrial Community Reinvestment Area Tax Incentive Agreements located in the City of North Canton's Community Reinvestment Areas. Attached please find the packet reviewed and the recommendations from the TIRC.

EMERGENCY REQUESTED: Yes _____ No X

RECEIVED

MAR 13 2018

**COUNCIL OFFICE
NORTH CANTON, OHIO**

North Canton City Council
Personnel and Safety Committee

Ordinance No. - 2018

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a successor collective bargaining agreement between the City and the Fraternal Order of Police ("FOP"), Ohio Labor Council, Inc. (Police Lieutenants and Sergeants), and declaring the same to be an emergency.

WHEREAS, City Council and the exclusive representatives for the FOP (Lieutenants and Sergeants) voted to accept the report and recommendations of fact-finder Jonathan I. Klein, State Employment Relations Board ("SERB") Case No. 2017-MED-10-1251, and

WHEREAS, the fact-finder's recommendations have been included in a written collective bargaining agreement between the parties, which is on file in the office of Council's clerk; and

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 a successor collective bargaining agreement between the City of North Canton and the Fraternal Order of Police (Lieutenants and Sergeants), effective January 1, 2018 through December 31, 2020, SERB case number 2017-MED-10-1251, which shall supersede all previously adopted legislation in direct conflict herewith.
- Section 2. That the Director of Finance is hereby authorized to expend the necessary funds therefore, which funds are hereby appropriated.
- 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 to timely implement the the collective bargaining agreement between the City and the Police Department's Lieutenants and Sergeants; 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
Street and Alley Committee

Ordinance No. - 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 a contract for the Bachtel Street SE Rehabilitation Project, at a total cost not to exceed \$500,000.00, and declaring the same to be an emergency.

WHEREAS, Bachtel Street SE is in need of repair; and

WHEREAS, the City desires to enter into a contract for rehabilitation of Bachtel Street SE.

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 Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Bachtel Street SE Rehabilitation Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Bachtel Street SE Rehabilitation Project, at a total cost not to exceed \$500,000.00.

Section 3. 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 appropriation:

330 CAPITAL IMPROVEMENT FUND

330.546.5229 Contract Payments	\$500,000.00
--------------------------------	--------------

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 bid process and completion of the Bachtel Street SE Rehabilitation Project during a weather permitting season; 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.

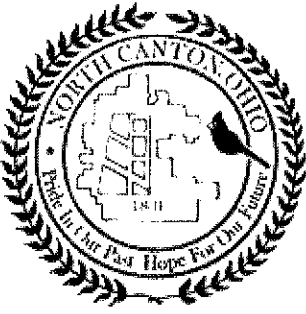
Passed in Council this _____ day of _____ 2018

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council



City of NORTH CANTON, OHIO

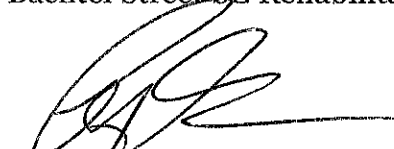
145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

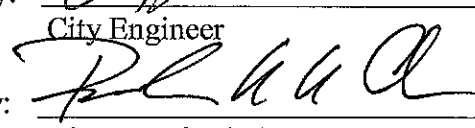
March 12, 2018

To: **Daniel J. Peters, President**
City Council

Subject: Bachtel Street SE Rehabilitation Project

Requested By: 
City Engineer

Date: 3/12/2018

Approved By: 
Director of Administration

Date: 3.12.18

Requesting an ordinance authorizing the Director of Administration to advertise and receive bids and authorizing the Mayor, through the Board of Control, to enter into a contract for the Bachtel Street SE Rehabilitation Project – project limits are from Clearmount Avenue east approximately 1,250 feet to the Bachtel dead end.

Funds have been allocated in the 2018 City Budget as follows:

330.546.5229 \$ 500,000

EMERGENCY REQUESTED: Yes X No

Emergency legislation is being requested in order to start construction as early as possible in 2018.

RECEIVED

MAR 13 2018

COUNCIL OFFICE
NORTH CANTON, OHIO

MAR 12 '18 PM 3:28

North Canton City Council
Water, Sewer & Rubbish
Ordinance No. - 2018

An ordinance authorizing the Mayor of the City of North Canton to enter into a water service agreement with OMNI Orthopedics to provide water for OMNI's proposed new and additional office location in Jackson Township, Stark County Parcel Number 16-27333, (the "Property") and declaring the same to be an emergency.

WHEREAS, Council has previously authorized and the City has extended water lines outside the corporation limits of North Canton and along the Property's location; and

WHEREAS, OMNI agrees that it shall pay the full amount of tap in fees and the City's outside water rate for the Property's use of City water; and

WHEREAS, the proposed agreement will make OMNI one of the City's largest water customers; and

WHEREAS, the City's Water Treatment Plant has sufficient excess capacity to supply OMNI together with all of the City's current customers; and

WHEREAS, this Council has determined that it is in the best interest of the City's health, welfare, and safety authorize and continue the sale of water to OMNI without requiring it to agree to annex into the City now, or in the future.

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

- Section 1. That Mayor of the City of North Canton is hereby authorized to enter into a water service agreement with OMNI Orthopedics to provide water for OMNI's proposed new and additional office location in Jackson Township, Stark County Parcel Number 16-27333.
- Section 2. That said agreement shall require OMNI to pay the full amount of tap in fees and the City's outside water rate for the Property's use of City water.
- Section 3. That this Council has determined it is in the best interest of the City's health, welfare, and safety authorize and continue the sale of water to OMNI without requiring it to agree to annex into the City now, or in the future.

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 to permit the City and OMNI to enter a water service agreement so that OMNI may nearly immediately enter into additional agreements to begin construction of the Property and utilization of City water; 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. - 2018

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, and pursuant to the Ohio Cooperative Purchase Act, to enter into an agreement with Rush Truck Centers, for the purchase of a 2019 7400 SFA 4X2 dump truck, and declaring the same to be an emergency.

WHEREAS, the City of North Canton must replace a 2005 7400 SFA 4X2 dump truck; 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 a 2019 7400 SFA 4X2 dump truck.

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 with Ohio CAT, for the purchase of a 2019 7400 SFA 4X2 dump truck at a cost not to exceed \$164,246.34.

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	
330.546.5500 Equipment	\$164,246.34

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 a 2019 7400 SFA 4X2 dump truck, this will replace a 2005 7400 SFA 4X2 dump truck to ensure the efficient operation of the City's Street 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.

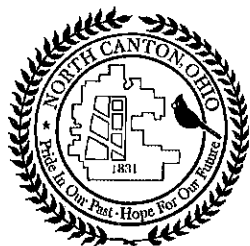
Passed in Council this _____ day of _____ 2018

David Held, Mayor

Signed: _____, 2018

ATTEST:

Mary Beth Bailey, Clerk of Council



145 North Main St. · North Canton, OH 44720
 Phone: 330-499-8223 Fax: 330-305-0603
pdeorio@northcantonohio.gov

CITY OF NORTH CANTON
Patrick A. DeOrio
 Director of Administration

Legislation Request

To: Jeff Peters, Council President
 Date: March 6, 2018
 Subject: **2005 Snow/ice Dump truck Replacement**

Please place the above subject matter on the next available Committee of the Whole agenda for consideration of authorization to replace one (1) 2005 model 7400 SFA 4X2 with model 2019 7400 SFA 4x2 with all necessary equipment for snow removal and year round duties.

The 2005 International truck condition is not reliable for the City of North Canton due to age and normal repairs for daily operations.

The Service center/street dept. would be purchasing all equipment involved from STS bid pricing. Account #330.546.5500 has been budgeted \$185,000 for the replacement. Total cost for all components is \$164,246.34

The cab/chassis will be purchased from Rush Truck Centers on state bid contract at cost of \$80,155.00

The snow/ice equipment will be purchased and installed by Concord road equipment on state bid contract at cost of \$84,091.34

EMERGENCY REQUESTED: YES NO

Time is of the essence so the replacement Dump truck can be ordered and implemented for service upon receipt of arrival.

Requested by: *[Signature]* Date: 3-6-18
 Operations Manager/service center

Approved by: *[Signature]* Date: 3.6.18
 Director of Administration

RECEIVED

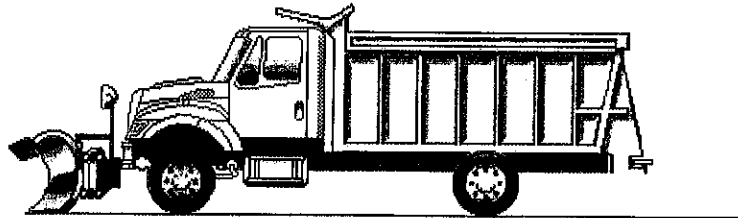
MAR 07 2018

COUNCIL OFFICE
 NORTH CANTON, OHIO

Prepared For:
 City of North Canton
 Mike Battershell
 7300 Freedom Ave. NW
 Canton, OH 44720-7126
 (330)499 - 1528
 Reference ID: N/A

Presented By:
 RUSH TRUCK CENTERS
 Will F Parsons
 11775 HIGHWAY DRIVE
 CINCINNATI OH 45241 -
 (513)372-8800

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2019 7400 SFA 4X2 (SA525)

APPLICATION:	Front Plow with spreader
MISSION:	Requested GVWR: 39000. Calc. GVWR: 37000 Calc. Start / Grade Ability: 0.00% / 0.00% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins ISL9 350} EPA 2010, 350HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional
TIRE, FRONT:	(2) 12R22.5 Load Range H XZY-3 (MICHELIN), 483 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range H XDN2 (MICHELIN), 497 rev/mile, 75 MPH, Drive
SUSPENSION, RR, SPRING, SINGLE:	Vari-Rate; 31,000-lb Capacity, Includes 4500-lb Capacity Multileaf Auxiliary
PAINT:	Cab schematic 100GM Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$123,045.00	
Service Items	\$11,500.00	
Total Factory List Price Including Options:		\$134,545.00
Freight Charge	\$0.00	
Freight	\$2,200.00	
Total Freight:		\$2,200.00
Total Factory List Price Including Freight:		\$136,745.00
Less Customer Allowance:		(\$56,590.00)
Total Vehicle Price:		\$80,155.00
Total Sale Price:		\$80,155.00
Total Per Vehicle Sales Price:		\$80,155.00
Net Sales Price:		\$80,155.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Rush Truck Centers 3.7-18

Official Title and Date

[Signature]

Authorized Signature

Accepted by Purchaser:

_____ Firm or Business Name

_____ Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

_____ Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.



348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Submitted To:
NORTH CANTON, CITY OF
145 N MAIN ST
N CANTON, OH 44720

Date: 3/6/2018
End User: SERVICE DEPARTMENT
Attention: MIKE BATTERSHELL
Delivery: SEE BELOW DELIVERY NOTES
County: STARK
Acct Mgr: MICHAEL BINNEY

Phone: (330) 499-3986 Fax: (330) 499-2960

PER STATE OF OHIO STATE TERM SCHEDULE SCHEDULE NUMBER: 800507; INDEX NUMBER: STS515

ONE (1) MORE OR LESS CONCORD MINUTEMAN SNOW AND ICE CONTROL TRUCK EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER SUPPLIED NEW SINGLE AXLE CLASS 8 CAB AND CHASSIS TO INCLUDE THE FOLLOWING:

REVISION #2

HEAVY DUTY DUMP BODY:

Concord Patriot HDS series 10 foot long, 6.5 to 8.2 cubic yard capacity, stainless steel dump body with 30 inch high 10 gauge 304 stainless steel sides with fully boxed top rail, dirt shedding lower rub rail, full length integral pressed horizontal brace, and front and rear corner posts; 7 gauge 304 stainless steel bulkhead with 1 intermediate horizontal brace and formed in top rail; 24 inch 10 gauge 304 stainless steel cab shield fully welded to front body bulkhead; 38 inch high 7 gauge 304 stainless steel tailgate with fully boxed perimeter, dirt shedding horizontal brace, two vertical braces, heavy duty 1 inch thick offset upper hardware, and heavy duty 1 inch thick lower hardware with air actuated release mechanism; 1/4 inch thick AR-400 high strength abrasion and impact resistant steel floor with full length floor to side radius; Western style crossmemberless understructure with 8 inch structural steel I-beam longitudinals; NTEA class 70 heavy duty double acting telescopic style hoist with heavy duty rear hinge rated at 29.8 ton dumping capacity with a 52.5 degree dump angle; Body in natural finish stainless steel; Understructure and miscellaneous frame mounted components epoxy primed and painted gloss black.

BODY AND CHASSIS RELATED ACCESSORIES:

Body mounted three (3) step stainless steel fold up ladder with two additional side mounted steps above and stainless steel grab handles; Hardwood side boards; Rubber mud flaps behind rear wheels with stainless steel mounting hardware; Poly fenders with heavy duty offset stainless steel mounting brackets above rear wheels; 5/8 inch thick full width rear towing plate recessed into rear chassis frame rails with recessed tail lights, 20 ton pintle hook, and 1 inch diameter lashing rings; conspicuity tape system; etc.

CENTRAL HYDRAULIC SYSTEM:

Transmission mounted hot shift pto with enclosed extension shaft and direct mounted Bosch Rexroth A18 bent axis hydraulic pump with 80cc displacement; Six (6) section Bosch Rexroth M4-12 load sensing control valve with electric proportional actuated sections to operate double acting dump body hoist, double acting plow lift, double acting plow power angle functions, single acting spreader conveyor, single acting spreader spinner, and single acting spreader liquid prewet functions, in 304 stainless steel combination valve enclosure and 42 gallon hydraulic oil reservoir; Bosch Rexroth in cab armrest electronic joystick controller for hoist and plow functions; In cab Bosch-Rexroth CS-550RC electronic granular and liquid materials spreader controller with ground speed proportional functionality to operate spreader liquid pre-wet functions; Automatic low hydraulic oil shut down system to interrupt hotshift power take-off to include hydraulic oil level sensor, in cab indicator lamp and warning buzzer, with momentary override switch; Stainless steel tubing for hydraulic connections to rear of chassis; Bosch Rexroth adjustable hydraulic snow plow power float system to transfer weight from the plow cutting edge back to the chassis steer axle to improve chassis handling, decrease cutting edge wear, and decrease plow damage; all required hydraulic hoses, fittings, stainless steel quick couplers, oil, etc., to make a complete, fully tested, and operational system

ELECTRICAL SYSTEM:

In cab power distribution panel for all body related electrical circuitry with circuit identification diagram affixed to PDP panel; Body up indicator system with sealed micro switch trigger and operator warning light; Two (2) Whelen L31HAF 360 degree class 1 amber LED warning beacons and two (2) forward facing halogen scene lights installed on aluminum bar on top of chassis cab; Amber LED warning, red LED stop-tail-turn, and clear LED reverse lights recessed into dump body rear corner posts; Amber/Green warning lights installed forward facing under snow plow lights; Snow plow lights with composite bulbs and integrated marker and turn lights hood mounted on stainless steel brackets; Trailer lighting receptacle; Rear mounted halogen



Quote 66605

Quote Valid for 150 Days

Terms: NET 20

Page 2 of 3

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Table with 2 columns: Field (Submitted To, Date, End User, Attention, Delivery, County, Acct Mgr, Phone, Fax) and Value (NORTH CANTON, CITY OF, 3/6/2018, SERVICE DEPARTMENT, MIKE BATTERSHELL, SEE BELOW DELIVERY NOTES, STARK, MICHAEL BINNEY, (330) 499-3986, (330) 499-2960)

QUOTE CONTINUED FROM PREVIOUS PAGE

spreader work lights; All FMVSS108lighting-LED type; All required wiring, harnesses, connectors, etc., to make a complete, fully tested and operational system

CHASSIS MOUNTED SNOW PLOW HITCH:

Concord manufactured Titan Model TTN-400CL heavy duty low profile chassis mounted front snow plow hitch with telescopic adjustable lift arm that folds down for storage; 4 x 6-inch double acting lift ram with nitrated rod; Chassis specific mounting with 5/8-inch-thick steel reinforced push plates; Drop pin style quick attach coupler; Heavy duty formed channel plow hitch mounted bumpers; Entire assembly epoxy primed and painted gloss black

SNOW PLOW AND RELATED:

Buyers municipal series Snow-Dogg heavy duty snow plow with 11-foot-long x 42 inch high 7 gauge steel moldboard with mailbox curb side cut; Safety trip edge mechanism with adjustable torsion springs; Hydraulic ram reverse drive frame and loop portion quick attach/detach coupler; Extended full moldboard width square tubing push frame; full length rubber snow deflector; 36 inch moldboard end markers; Cross over relief cylinder protection valve; Hydraulic hook up hoses with stainless steel couplers; plow primed and painted safety orange.

ICE CONTROL SPREADER:

Swenson model EV-100-1056 stainless steel hopper spreader, 10 foot long x 82 inches wide x 56 inches tall with 45 degree sloped sides; 6.7 cubic struck yard capacity; CONCORD 667XH heavy duty double bar flight conveyor chain delivery system with 25:1 gear box, hydraulic drive motor with integral feedback sensor; Grease extensions from front bearings to rear of unit; Four (4) section hinged top screens; Swing up spinner assembly with internal and external baffles: Top mount spinner hydraulic motor and 20 inch poly spinner disk; 24 inch rubber side and front skirts installed on hopper with stainless steel mounting to prevent material from being dumped into body; Twin 135 gallon liquid tanks for a total of 270 gallons of onboard liquid capacity; Bosch Rexroth prewet power unit with single variable orifice spray nozzle to treat granular materials as it exits hopper and falls on the spinner assembly; Installed in above dump body with rear tailgate latch bar and stainless steel mounting to front of body and upper tailgate hardware similar to existing fleet

* SEE ATTACHED BUILD SHEET FOR DETAILS OF EQUIPMENT, ACCESSORIES, AND COMPONENTS INCLUDED IN THIS PROPOSAL

TOTAL LIST PRICE, INSTALLED, PER UNIT: \$101,990.71
LESS 15% STS CONTRACT DISCOUNT OF: \$(15,298.61)
LESS 3% ADDITIONAL DISCOUNT OF: \$(2,600.76)

TOTAL NET PRICE, INSTALLED, PER UNIT: \$ 84,091.34

MINIMUM CHASSIS REQUIREMENTS:

CHASSIS SHALL HAVE A USABLE CAB TO AXLE DIMENSION OF APPROXIMATELY 84 TO 90 INCHES, AN AUTOMATIC TRANSMISSION WITH CONSTANT RUN PTO RING GEAR, AND INTEGRAL FULL C FRONT FRAME RAILS THAT EXTEND UP TO OR BEYOND THE CHASSIS GRILL TO ALLOW FOR PROPER EQUIPMENT INSTALLATION

PAYMENT DISCOUNTS:

Per our Ohio Department of Administrative Services Contract Schedule #800507, Index #STS515 an additional 0.5% (one half of one percent) discount is available for payment(s) of invoice(s) within twenty (20) days of receipt. Payment discount will be noted on invoice(s).

QUOTE CONTINUED ON NEXT PAGE



Quote 66605

Quote Valid for 150 Days

348 CHESTER ST., PAINESVILLE, OH. 44077
PHONE: (440) 357-5344 FAX: (440) 357-1942
concordroadequipment.com

Terms: NET 20

Page 3 of 3

Submitted To: NORTH CANTON, CITY OF
Date: 3/6/2018
End User: SERVICE DEPARTMENT
Attention: MIKE BATTERSHELL
Delivery: SEE BELOW DELIVERY NOTES
County: STARK
Acct Mgr: MICHAEL BINNEY
Phone: (330) 499-3986 Fax: (330) 499-2960

QUOTE CONTINUED FROM PREVIOUS PAGE

WARRANTY INFORMATION:

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of five (5) years; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other supplier / component warranties that exceed Concord's base warranty will remain in effect. All warranty periods begin after completion / delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snow plow hitches carry a full 100% parts and labor warranty for five (5) years. When applicable, TBEI series dump body hoists have additional manufacturer warranty coverage - first 36 months at 100% parts and labor, second 24 months at 50% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack of maintenance (including component corrosion), inspections, and/or training; and/or consequential damages as a result thereof.

ESTIMATED DELIVERY PERIOD:

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 90-150 days after receipt of required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate that may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s), and the lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; strikes and labor disputes, primary supplier delays or product shortages, delays in freight, acts of god, etc.

Per Concord Road Equipment Mfg., Inc. Contract 800507 Schedule STS 515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-210 days after receipt of customer order(s), and if applicable, after arrival of your chassis(s) to Concord Road Equipment Mfg., Inc.

INSURANCE:

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keeper's insurance policy is available upon request.

Authorized by [Signature]
JEFFERY S. WARFIELD

I/We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ___/___/___ (today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation.

North Canton City Council
Finance and Property Committee

Ordinance No. - 2018

An ordinance permitting the Mayor of the City of North Canton to sign a Satisfaction of Mortgage for a maintenance bond in the amount of \$51,853.00, between the City and McKinley-Applegrove, Ltd, for Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019787 of the Stark County Official Records.

WHEREAS, McKinley-Applegrove, Ltd has fully complied with the maintenance bond for the Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019787.

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 McKinley-Applegrove, Ltd has fully complied with the maintenance bond in the amount of \$51,853.00, the same is hereby satisfied and discharged as set forth in Instrument Number 201705120019787 of the Stark County Official Records.
- Section 2. That the Mayor be, and is hereby authorized to sign the mortgage deed for the above-described maintenance bond.
- 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 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
Finance and Property Committee

Ordinance No. - 2018

An ordinance permitting the Mayor of the City of North Canton to sign an Amended and Restated Sidewalk Performance Bond between the City and McKinley-Applegrove, Ltd, for Sanctuary Phase 3 construction project, as shown on the Plat recorded in Instrument Number 201607210028127 of the Stark County Records.

WHEREAS, McKinley-Applegrove, Ltd has provided a Sidewalk Performance Bond to North Canton in the amount of \$52,179.00 to secure the installation of the sidewalks within the Sanctuary Phase 3 construction project.

WHEREAS, because substantial compliance has been achieved, the City agrees to reduce the amount of the Sidewalk Performance Bond to \$15,000, for which McKinley-Applegrove, Ltd shall bind itself to perform the conditions and obligations to continue to undertake and complete as a condition of this obligation, at its own expense, all the necessary work required to complete the remaining sidewalks in the Sanctuary Phase 3 construction project.

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

- Section 1. That McKinley-Applegrove, Ltd has provided a Sidewalk Performance Bond to North Canton in the amount of \$52,179.00 to secure the installation of the sidewalks within the Sanctuary Phase 3 construction project.
- Section 2. That because McKinley-Applegrove, Ltd has substantially complied with the requirements of the Sidewalk Performance Bond, as shown on the Plat recorded in Instrument Number 201607210028127 of the Stark County Records, Council authorizes the Mayor to sign an Amended and Restated Sidewalk Performance Bond thereby reducing the bond's amount to \$15,000.
- Section 3. That the Amended and Restated Sidewalk Performance Bond shall require McKinley-Applegrove, Ltd to continue to bind itself to perform the conditions and obligations to continue to undertake and complete as a condition of this obligation, at its own expense, all the necessary work required to complete the remaining sidewalks in the Sanctuary Phase 3 construction project.
- 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 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
Finance and Property Committee

Ordinance No. - 2018

An ordinance permitting the Mayor of the City of North Canton to sign a Modification of Mortgage for an Amended and Restated Sidewalk Performance Bond between the City and McKinley-Applegrove, Ltd, for the Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019786 of the Stark County Records.

WHEREAS, McKinley-Applegrove, Ltd has substantially complied with the requirements of the Sidewalk Performance Bond for the Sanctuary Phase 3 construction project, as set forth in Instrument Number 201705120019787.

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

- Section 1. That McKinley-Applegrove, Ltd has provided a Sidewalk Performance Bond to North Canton in the amount of \$52,179.00 to secure the installation of the sidewalks within the Sanctuary Phase 3 construction project.
- Section 2. That because McKinley-Applegrove, Ltd has substantially complied with the requirements of the Sidewalk Performance Bond, as shown on the Plat recorded in Instrument Number 201607210028127 of the Stark County Records, Council authorizes the Mayor to sign a Modification of Mortgage thereby reducing the mortgage amount to \$15,000.
- 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 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