



City of North Canton, Ohio

Council Office
145 North Main Street
North Canton, Ohio 44720-2587
330.499.3986 . 330.499.2960 Fax

www.northcantonohio.com

email: citycouncil@northcantonohio.com

NOTICE OF MEETINGS

Notice is hereby given that a Special Meeting of the Council of the City of North Canton will be held **Monday, September 17, 2012 at 6:45 p.m.** in the Council Chamber at North Canton City Hall, pursuant to a written request from President of Council Jon Snyder, for consideration of the following:

1. Call to Order
2. Roll Call
3. Voice Vote - Appointment of Tim Fox to the position of Director of Law
4. Adjourn

Committee of the Whole Meeting Agenda Monday, September 17, 2012 – 7:00 p.m.

North Canton City Council will meet as a Committee of the Whole **Monday, September 17, 2012 at 7:00 p.m.** in the Council Chamber at North Canton City Hall.

Items will be discussed as time allows; not necessarily in the order indicated.

1. Community & Economic Development Committee

Chairperson: Marcia Kiesling
Vice Chairman: Mark Cerreta

- a. Discussion - Stark Development Board Monetary Support Request
Marcia Kiesling

2. Personnel & Safety Committee

Chairman: Daniel Peters
Vice Chairman: Jon Snyder
Member: Dan Griffith

- a. Amendment to Exempt Ordinance
Daniel Peters

3. Water, Sewer, & Rubbish

Chairman: Mark Cerreta
Member: Jon Snyder

- a. Presentation re Master Plan Signage
Mark Cerreta

4. Finance & Property Committee

Chairman: Jon Snyder
Vice Chairman: Marcia Kiesling
Member: Mark Cerreta

- a. Financial Statement – August, 2012
Jon Snyder
- b. Pay for Canton Marathon Work
Jon Snyder
- c. Addendum to Fairways Contract – Ordinance No. 63-12
Jon Snyder

Gail M. Kalpac
Clerk of Council



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September 13, 2012

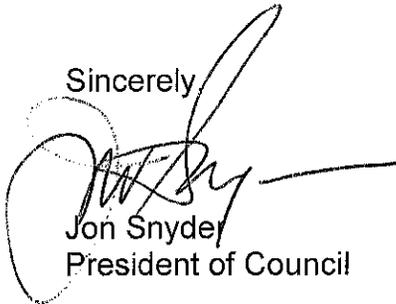
To: Gail Kalpac
Clerk of Council

Re: Special Council Meeting

Please schedule a special council meeting Monday, September 17, 2012 at 6:45 p.m. in the Council Chamber at North Canton City Hall.

The purpose of the meeting will be to consider, by voice vote, the appointment of Tim Fox to the position of Director of Law.

Sincerely



Jon Snyder
President of Council

JFS:bkp

c: Council, Director of Law
Mayor, D/Administration
D/Finance, City Engineer
D/Permits & Development
D/Administrative Services
Police Chief; Fire/EMS Chief
Press



Memo

from the City of North Canton Council Office

September 13, 2012

To: Council Members

From: Jon Snyder
President of Council

Re: Stark Development Board Monetary Support Request

Relative to the City's contribution to the Stark Development Board, it is my understanding it is in conflict if we should do so using General Fund revenue. Prior to passage it would be prudent to obtain an opinion from the Law Department.

JFS;gmk

c: Council, Director of Law
Mayor, D/Administration
D/Finance, City Engineer
D/Permits & Development
D/Administrative Services
Police Chief; Fire/EMS Chief
Press

g:\president of council\9-13-12 jfs's memo re stk dev board.docx



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

CITY OF NORTH CANTON
Michael J. Grimes
Director of Administration

Legislation Request

To: Jon Snyder, Council President
Date: June 25, 2012
Subject: Stark Development Board Monetary Support Request

Mayor David Held is requesting to place the above subject matter on the Committee of the Whole agenda at your earliest convenience for discussion for the consideration of Stark Development Board's support request for \$15,000 over a three (3) year period, July 1, 2012 to June 30, 2015, from the City of North Canton.

EMERGENCY REQUESTED YES NO

Respectfully Submitted,

Michael J. Grimes

c: Mayor Held
Director of Finance Alger
File

RECEIVED

JUN 25 2012

COUNCIL OFFICE
NORTH CANTON, OHIO



Stark
Development
Board, Inc.

RECEIVED

JUN 20 2012

ADMINISTRATION
NORTH CANTON, OHIO

June 18, 2012

Mayor David Held
City of North Canton
145 North Main Street
North Canton, OH 44720

Dear Mayor Held:

I'm sending you this letter on behalf of the Stark Development Board to request your support in helping to fund SDB. As you know, this year's campaign goal is to raise \$ 1.8 million to support the continued work and success of SDB over the next three years, from July 1, 2012 to June 30, 2015.

As part of our campaign efforts, we are requesting City of North Canton to consider making a pledge of \$ 15,000 to SDB in connection with our 2012-2015 Fund Drive. The Pledge payments can be made in 3 installments of \$5,000 each.

Also enclosed is a copy of our 2012 Fund Drive brochure that provides you an overview of all that has been accomplished from the funding provided from 2009 to 2012. Perhaps the most important metric that we are proud to share with you is that for every dollar of support by our contributors, we have been able to generate \$ 580 in new capital investment and over \$ 78 in new payroll in Stark County.

Please let me know if you have any questions about this letter or the materials enclosed, or if you would like us to arrange a meeting with you to discuss our request at your convenience.

We appreciate your support.

A handwritten signature in black ink that reads "Steve Paquette". The signature is written in a cursive, flowing style.

Steve Paquette
President & Ceo

2012-2015 Fund Drive



Proven Economic Development Leadership: Winning the Race

As the economy begins to recover, there is increasing opportunity for Stark County to grow its economy.

That's why it's more important than ever to support the Stark Development Board

For the past 26 years, SDB has worked at the local, state and national level to retain, expand and attract business investment in Stark County. Some of our more visible efforts in the past few years include:

- Continued efforts to establish and promote Stark County as a leader in advanced energy development in Fuel Cells, Wind and Corrugated Paper.
- Helping to secure grant funding of \$12 million for the development of three new industrial/business parks in Jackson Township, Louisville and Perry Township/Village of Navarre and refurbishing a former manufacturing facility in North Canton into a modern mixed-use development—Maple Street Commerce Center.
- Producing a white paper on hydraulic fracturing to support the drilling of Utica shale in Stark County and Ohio.
- Working with the Stark County Port Authority to finance over \$22 million of bond financing to support the expansion of local companies and organizations.

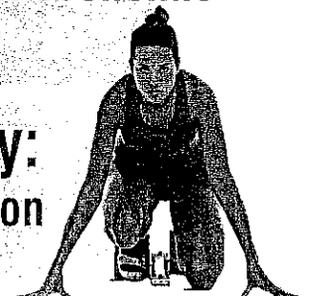
These are just a few of our successes. The reality is that almost all economic development activity occurring in Stark County has SDB's fingerprints on it. For over a quarter of a century, **SDB has built a reputation at the local, regional, state and national level as the #1 advocate of Stark County businesses**, easily adapting to roles as leader, team player or go-to organization in the pursuit of recognizing, creating and nurturing opportunities for economic growth. Your continued investment in the Stark Development Board will allow us to continue to:

- Help existing businesses grow and expand by providing financing, site selection, talent attraction and recruitment support.
- Attract more businesses to Stark County.
- Position Stark County as the center for Oil and Gas shale development.
- Focus on Advanced Technology projects.
- Create focus on Entrepreneurship development.

We invite you to look over our results, and we hope you will be impressed by what you see. No other organization provides the county-wide economic development leadership provided by SDB.

Goal: Raise \$1.8 million to be invested in economic development activities through June 2015

**Our commitment to Stark County:
\$100 million in new payroll and \$300 million
in capital investment**



The Stark Development Board Approach

Lean and Efficient

The Stark Development Board is a non-profit organization that operates with the efficiency of a private business. Compared with other economic development organizations, SDB produces greater results with a smaller staff and tighter budget. This translates to a greater return on your investment with far less staff and overhead than most economic development organizations.

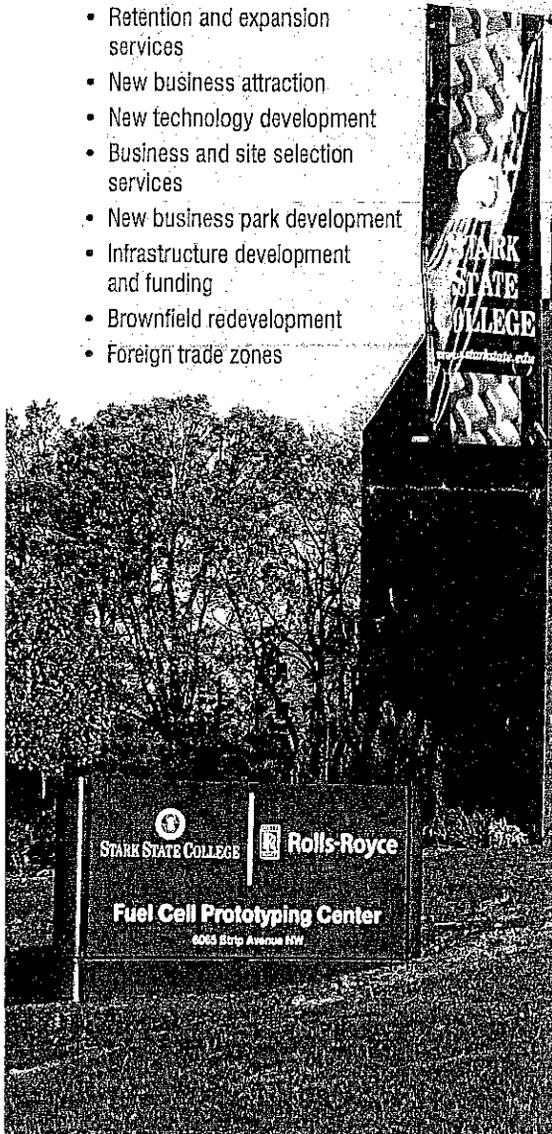
Strong Leadership

Our Board of Trustees includes top business people from diverse industries and company sizes, as well as representatives from education, community support and government institutions. These individuals are committed to Stark County's success and provide invaluable direction and guidance.

Focused Services

We only provide programs and services that truly pay off for the county and its businesses. SDB's core services include:

- Loan packaging and financing assistance
- Retention and expansion services
- New business attraction
- New technology development
- Business and site selection services
- New business park development
- Infrastructure development and funding
- Brownfield redevelopment
- Foreign trade zones



Why Invest in the Stark Development Board?

A single dollar invested with SDB in the past three years has returned approximately \$75 in new payroll and \$580 in capital investment in Stark County. It also means that we can attract and retain employment in Stark County at a very competitive rate, about \$500 per job, which is much lower than competing organizations.

Large SDB Projects 2009-2012

Company	Capital Investment (Millions)
Shearers Foods (Phase 2)	\$ 27.0
Morgan Engineering	2.5
Medline Industries	13.7
Brewster Dairy	3.1
Biery Cheese	14.0
Holmes Cheese	3.2
Secure Data 365	6.4
Diebold	100.0
Timken Wind Energy Research Center	11.0
Timken Gambrinus & Harrison Steel Plants	50.0
Timken Faircrest Expansion (2011)	35.0
Timken Faircrest Expansion (2012)	225.0
Timken Technology Center Expansion	40.0
Pro Football Hall of Fame	27.0
Signet Development/Mercy Medical Center	12.0
Old Dominion Freight	9.5
Center For Corrugated Research	1.3
New Capital Investment	\$580.0



Key SDB Activities (2009-2012)

Fuel Cell Development

- SDB and Stark State College have continued efforts to support Rolls Royce Fuel Cell Systems in their work to commercialize a 1MW fuel cell.
- SDB is a member of the Ohio Fuel Cell Coalition and is represented by Dr. John McGrath (former President of Stark State College) on the Coalition's Board of Directors.

Utica Shale Development

- Produced SDB White Paper on Hydraulic Fracturing.
- Provided site selection assistance to several large shale oil related companies that are in the process of locating shale oil operations in Stark County.
- SDB is serving on several Ohio Shale Task Forces including:
 - Ohio Shale Coalition Task Force to develop a supply-chain roadmap for the State.
 - Stark State College Oil and Gas Advisory Council.
- Partnered with Stark State College, the Canton Regional Chamber and State Representative Kirk Schuring to secure a commitment of \$10 million of state funding to construct a new building in downtown Canton dedicated to shale oil development.

Wind Energy Development

SDB partnered with the Stark County Port Authority, Stark State College, Akron-Canton Airport, Ohio Board of Regents, Ohio Department of Development and Ohio Air Quality Development Board to create a \$3.6 million incentive package to help finance the construction of the Timken Wind Energy Research Center.

Canton Corrugated Research Center (Advanced Materials)

SDB partnered with the Stark County Port Authority, Stark State College and Kohler Coating to win a \$750,000 Jobs Ready Site Grant from Ohio Department of Development to create the Canton Corrugated Research Center to be located in downtown Canton.

Other Support in Technology Development

SDB played a key role in the passage of State Issue 1 by Stark County/Ohio voters that provided \$750 million of new funding for companies seeking Ohio Third Frontier Program grants.

Sharing Stark County's Story

- Active Stark County participation in Team NEO with four Board members, including:
 - Tim Timken, Jr. – Timken Company (Team NEO Chair)
 - Mark Fleiner – Rolls Royce Fuel Cell Systems
 - Ed Roth – Aultman Hospital
 - Steve Paquette – Stark Development Board
- Stark County participation in the Manufacturing Advocacy Growth Network (MAGNET) by three Board members:
 - Jim Griffith – Timken Company (MAGNET Chair)
 - George Mayes, Jr. – Diebold, Inc.
 - Steve Paquette – Stark Development Board
- Ohio Rail Development Commission – Barbara Bennett
- Participation in the Northeast Ohio Trade & Economic Consortium (NEOTEC)
 - Steve Paquette – Stark Development Board (NEOTEC Treasurer)
 - Dean Pugh – Fresh Mark (Retired)
- SDB monthly e-mail newsletter sent to national site selection professionals, real estate brokers, and other professional service firms sharing good news about economic growth and education enhancement stories in Stark County.
- Promoting Stark County via new interactive Website (www.starkcoohio.com).

Supporting Education and Workforce Development

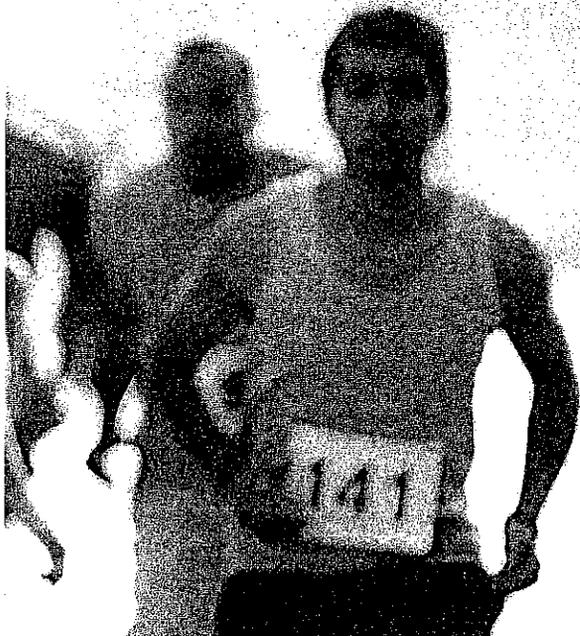
- Member of Stark County P-16 Consortium.
- Providing letters of support for Stark County's Colleges and Universities to seek grant funding for new facilities and technology.
- Served on Stark State Presidential Search Committee.
- Provided support on several Workforce Development Initiatives.

Development of New Business Parks

- Provided assistance and support to the City of North Canton resulting in a grant award of \$5 million Job Ready Site Grant from the State for building renovation and road improvements to the Maple Street Commerce Center Development (former Hoover facility).
- Worked with officials from the Akron-Canton Airport and State Representative Kirk Schuring to assist Stark State College in their efforts to acquire a 14-acre site from the Ohio State Highway Patrol for the development of their Emerging Technologies Airport Campus in Jackson Township.
- Provided technical assistance and support leading to the award of a \$3.5 million Jobs Ready Site grant from the Ohio Department of Development to the City of Louisville to develop Beck Industrial Park.
- Provided technical assistance and support to Perry Township and the Village of Navarre through their JEDD which were awarded \$1.1 million in high intensity JRS funds and \$2.4 million in state 629 road funds to develop the Prospect Industrial Park.

JobsOhio

- Assisted Team NEO in writing proposal and advocating on behalf of the Northeast Ohio region for \$4.1 million grant award for Team NEO to serve as the state franchisee for JobsOhio.
- SDB was successful in developing a proposal to serve as Team NEO's lead agency for a five-county region including Stark, Tuscarawas, Wayne, Richland and Ashland counties.



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An ordinance amending Chapter 155 Personnel Regulations of Part One-Administrative Code of the Codified Ordinances of the City of North Canton, as amended, specifically Section 20. COMPENSATION to establish the position of full time Director of Law and rate of compensation and, and repealing any and all legislation inconsistent herewith.

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

Section 1. That Chapter 155 Personnel Regulations of Part One-Administrative Code of the Codified Ordinances of the City of North Canton, specifically Section 20. COMPENSATION to establish the position of full time Director of Law and rate of compensation , be, and the same are hereby amended to read as follows:

“GENERAL PERSONNEL REGULATIONS

1. These Personnel Regulations shall apply to all exempt City employees and those non-exempt unclassified personnel who are not subject to a collective bargaining agreement.
2. Full-time exempt and non-exempt personnel shall work the necessary hours to properly discharge all duties involved in their respective positions, subject to the direction and discretion of the appointing authority. Part-time personnel shall work hours as scheduled.
3. All exempt and non-exempt unclassified personnel who are not subject to a collective bargaining agreement are employed “at-will”. “Unclassified personnel” means those persons identified as being in the unclassified service by R.C. 124.11(A) and the Rules and Regulations of the Civil Service Commission of the City of North Canton, Ohio.
4. “Full-time” personnel means personnel other than non-exempt Fire, E.M.S. or Seasonal personnel who are regularly scheduled to work at least thirty seven and one half (37.5) hours per week.
5. “Part-time” personnel means personnel other than non-exempt Fire and E.M.S. personnel who are regularly scheduled to work less than thirty seven and one half (37.5) hours per week and non-exempt Fire and cross-trained E.M.S. personnel who are regularly scheduled to work less than fifty-three (53) hours in a seven (7) day tour of duty in an individual job classification.
6. “Seasonal” personnel means persons hired by the City with the expectation that such persons’ employment would last no longer than nine (9) months of any calendar year.

Section 2. **ANNUAL UNIFORM ALLOWANCE**

An annual uniform allowance of one thousand (\$1,000.00) dollars shall be paid for the positions of Chief of Police and Chief of Fire and Emergency Medical Services. An annual uniform allowance shall also be paid for the following positions, in the following amounts:

Radio Dispatcher C

First year: \$200.00 paid at time of employment. Each year thereafter, \$200.00 to be paid January 20th.

Special Patrolman

First year: \$300.00 paid at time of employment. Each year thereafter, \$300.00 to be paid January 20th.

Auxiliary Patrolman

First year: \$150.00 paid at time of employment. Each year thereafter, \$150.00 to be paid January 20th.

Section 3. EDUCATION BENEFITS

1. The City will provide reimbursement to full-time City employees for tuition, registration and laboratory fees upon successful completion of college, university or other educational courses which are considered applicable and beneficial to the City in the performance of the employee's assigned duties and employment with the City as determined by the responsible departmental authority.
2. This ordinance shall not affect any instruction or training required by State Law.
3. Reimbursement for expenses permitted is contingent upon appropriation of funds.
4. Prior authorization must be given in writing by the responsible departmental authority to qualify for reimbursement. Upon successful completion of education courses so authorized, the departmental authority will authorize the reimbursement to the employee and it shall be paid by appropriated funds. Prior authorization by the departmental authority shall be conclusive that authorized educational courses are applicable and beneficial to the City in the performance of the employee's assigned duties and employment with the City.
5. Under no circumstances will the employee be permitted to take education courses during the normal working hours.

Section 4. LONGEVITY PAY PLAN

1. That there shall be a longevity pay plan for full-time employees of the City of North Canton. Annual longevity payments of \$70.00 per year of service shall be made during the first half of the month of December to all permanent, full-time employees who shall have completed at least five (5) years of continuous service and who shall be in the employ of the City as of November 30th of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30th.
2. Full-time employees of the City of North Canton, hired after August 1, 2006, shall not receive longevity pay.

Section 5. HOLIDAY ALLOWANCES

1. The following paid holidays will be observed by all full-time employees of the City of North Canton and City Offices will be closed on:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Day before or day after Christmas
Memorial Day	Christmas Day
July 4 th	

2. Holidays listed in Subsection 1. of the within Section which may fall on Saturday, which is normally not a working day, shall be observed on the preceding Friday.
3. Holidays listed in Subsection 1. of the within Section which may fall on Sunday, which is normally not a working day, shall be observed on the following Monday.
4. Holidays listed in Subsection 1. of the within Section shall be considered as a day worked for accrual of fringe benefits.
5. On or before the first day of November of each year in respect to the holiday of the day prior or the day after Christmas, the Mayor shall, by administrative order, establish which of the days shall be the paid holiday. If the Mayor fails to make such designation by November 1st, the holiday shall be deemed the day prior to Christmas.

Section 6. PERSONAL DAY ALLOWANCES

1. Full-time employees shall receive sixteen (16) hours personal time per year off work with compensation; such personal time to be designated by the employee with the approval of the proper departmental authority. (Can be taken in one (1) hour increments.)

2. An employee hired prior to July 1st will receive two personal days that year. An employee hired -after July 1st and prior to September 1st will receive one personal day that year and an employee hired after September 1st will receive none for that year.

3. Full-time employees shall receive, in addition, a maximum of three personal days provided they have accrued a minimum of four hundred (400) hours sick leave with the City. Said three personal days to be charged to sick leave. Personal days may be taken in no less than four (4) hour increments.

Section 7. SICK LEAVE REGULATIONS

1. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness, injury or death in the employee's immediate family.

2. Allowance for sick leave for full-time employees of the City of North Canton shall accrue at the rate of 4.615 hours for every 80 hours paid not to exceed 120 hours per year and may accumulate such sick leave to an unlimited amount.

3. Sick leave allowance cannot be converted to vacation leave or used to provide wage extension pay or severance pay upon termination of employment for any reason other than retirement.

4. Upon retirement, a full-time employee of the City of North Canton hired on or before August 1, 2006, shall: (a) be paid for fifty (50%) percent of all sick time accumulated on or before the pay date that ends August 6, 2011, as certified by the Director of Finance, that is not subsequently used; and, (b) shall receive an additional amount equal to twenty-five percent (25%) of all unused sick time accumulated after the pay period ending August 6, 2011, as certified by the Director of Finance, up to a maximum of two hundred forty (240) hours.

5. Upon retirement, an employee hired after August 1, 2006 shall be paid for twenty-five percent (25%) of accumulated unused sick time up to a maximum of two hundred forty (240) hours.

6. Sick leave shall not be used where injury is service connected, but shall be covered by disability pay: DISABILITY PAY Section of this ordinance.

7. Any sick leave day(s) shall be considered as a day(s) worked for accrual of fringe benefits.

8. Sick leave may be taken in one-quarter hour increments.

9. Sick leave shall be effective on the first day of the month following the employee's date of hire.

Section 8: PUBLIC ACCOUNTABILITY SALARY DEDUCTION

To the extent permitted by law, exempt employees who are entitled to accrue personal leave and sick leave will have their salary reduced for absences of less than full work days when accrued leave is not used by an employee because: (1) permission for its use has not been sought or has been sought and denied; (2) accrued leave has been exhausted; or (3) the employee chooses to use leave without pay.

Section 9. RETIREMENT PROVISIONS

1. For the purpose of administering Section 7. of the within ordinance, retirement is defined as eligible retirement as determined by the Public Employees' Retirement System of Ohio and the Police and Firemen's Disability and Pension Fund.

2. Disability Retirement is defined as recognition of eligible disability retirement from the Public Employees' Retirement System and the Police and Firemen's Disability and Pension Fund.

Section 10. **VACATION REGULATIONS**

1. For the sole purpose of the application of this Section 10., full-time employees who were employed by the City of North Canton in a calendar year prior to January 1, 2003 shall be deemed to have a service date of January 1 of that year in that year in which their employment commenced.

2. Full-time exempt personnel may be granted a paid vacation allowance during the first year of employment up to a maximum of two calendar weeks at the discretion of the appointing authority.

A. Full-time employees having been employed less than one year, but not yet employed on January 1st, may be granted one (1) day of vacation for each full month remaining in that calendar year, to a maximum of ten (10) vacation days, effective on the first day of the first full month of employment during the calendar year, without the requirement of accrual.

B. Full-time exempt employees having been employed less than one year, but employed on January 1st, may be granted a paid vacation allowance of up to two (2) calendar weeks in that calendar year of employment, effective January 1st, without the requirement of accrual.

3. Full-time employees having been employed one through four years by January 1st shall be granted a paid vacation allowance of two calendar weeks in that calendar year of employment.

4. Full-time employees having been employed five through nine years by January 1st shall be granted a paid vacation allowance of three calendar weeks in that calendar year.

5. Paid vacation allowances for those who have been employed ten through fourteen years by January 1st shall be granted four calendar weeks and fifteen through nineteen years by January 1st shall be granted five calendar weeks; twenty years or more shall be granted six calendar weeks.

6. All vacation allowances shall be granted at a time approved by the department head and with concurrence of the Director of Administration or the Director of Finance for the Finance Department or the President of Council or Clerk of Council for the Council Office.

A vacation schedule based on the seniority standing of employees will be made up by the department head each year with vacation periods so staggered that the employee's absence will not seriously jeopardize the departmental work schedule for the year.

7. An extra day of paid vacation allowance will be permitted for all paid holidays falling within a selected vacation period.

8. When the normal work week is forty hours, the paid vacation allowance will be based thereon.

9. Three weeks of paid vacation allowance may be carried over to the next calendar year. The three weeks shall be the maximum amount which may be carried over regardless of the year to which the allowance is attributable.

10. Any employee who shall resign, retire or be laid off shall be entitled to be paid for vacation allowance earned in the previous year and eligible to be taken in the current year plus vacation earned in the current year at the pro-rata amount of one-twelfth (1/12) for each full month worked subsequent to January 1st.

11. Vacation shall be used in increments of one week or more except that vacations may be used in lesser increments when authorized by the proper departmental authority; however, vacation may not be taken in lesser increments than four hours.

Section 11. **MILITARY LEAVE**

Military leave shall be granted in accordance with all federal and state laws, and specifically O.R.C. 5923.05.

Section 12. **DISABILITY PAY**

Any full time employee of the City of North Canton injured in the line of duty, whose claim is allowed by the Bureau of Workmen's Compensation, shall receive from the City the difference between the amount allowed by the Bureau of Workmen's Compensation and his or her regular pay. There shall be a twelve month limit on the amount the City shall pay.

Section 13. **FUNERAL LEAVE**

1. Three days excused absence with pay upon the death of the employee's mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild and grandparent-in-law.

2. With permission of the department head and the concurrence of the Director of Administration or the Director of Finance for the Finance Department or the President of Council or Clerk of Council for the Council Office, the employee may be allowed one day for a funeral other than that of a relative. This time off shall not be charged against sick leave or vacation allowance but shall be leave with pay.

Section 14. **HOSPITALIZATION, MEDICAL INSURANCE, DENTAL, OPTICAL & PRESCRIPTION DRUG PROGRAMS**

Full time personnel, and those part-time personnel designated by Council, shall be eligible for medical benefits in accordance with the City's group health benefits plan, according to the terms of such plan, as amended from time to time.

Section 15. **LIFE INSURANCE**

Full time personnel, and those part-time personnel designated by Council, shall be eligible for life insurance in accordance with the City's life insurance plan, according to the terms of such plan, as amended from time to time.

Section 16. **JURY DUTY LEAVE**

1. Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary, less any compensation received for jury duty, as provided for in the OHIO REVISED CODE when said jury duty conflicts with her or his work schedule.

2. It is understood that Paid Jury Duty Leave will not exceed eighty hours per year without approval of City Council. It will be the employee's responsibility to present to the City the necessary documents, including pay vouchers/check from the Clerk of Courts.

Section 17. **MATERNITY LEAVE**

This policy shall apply only to those employees not eligible for maternity leave pursuant to Family Medical Leave Act of 1993 ("FMLA"). Employees eligible for FMLA maternity leave shall receive leave pursuant to that Act in the manner described in the City of North Canton Personnel Handbook. Maternity Leave shall include pregnancy, childbirth and related medical conditions.

Upon written request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, a pregnant employee may be granted a leave of absence without pay, subject to the following rules.

A. Length of Leave: Leaves of absence for maternity leave shall be limited to the period of time that the pregnant employee is unable to perform the substantial, material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified in writing by a physician, not to exceed one hundred and eighty days. Such leave shall not include time being requested for the purposes of child care following the recovery of the employee.

B. Physician Certificate: A pregnant employee requesting a leave of absence without pay must present, at the time the request is made, a physician's certificate stating the probable period for which the employee will not be able to perform substantial, material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

C. Sick Leave Usage: Upon request to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, and in accordance with the rules of the City of North Canton with regard to sick leave, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time as certified by the physician's certificate that the employee isn't able to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence for maternity leave purposes without pay for the remainder of the period.

D. Service Credit: Authorized leaves of absence under this rule for maternity leave without pay will count as service credit for all purposes related to seniority, provided the employee has properly returned to service and is not serving a probationary period. Employees that do not return to service from a personal leave of absence for maternity leave shall not receive service credit for the time spent on such leave.

E. Employee Benefits: Hospitalization and life insurance benefits will remain in effect as long as the employee is on maternity leave as provided for herein.

F. Return to Service: Upon completion of a leave of absence for maternity leave purposes, without pay, the employee shall be returned to the same or similar position within the employee's former classification.

G. Failure to Return: An employee who fails to return to duty upon completion or valid cancellation of leave of absence without pay and without explanation to the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable or their representatives, may be removed from the service of the City. An employee who fails to return to service from a leave of absence without pay and is subsequently removed from the service is deemed to have a termination date corresponding to the starting date of the leave of absence without pay.

H. Abuse of Leave: If it is found that a leave is not actually being used for the purpose for which it was originally granted, the Director of Administration, Director of Finance, President of Council or Clerk of Council, whoever is applicable, may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 18. **PENSION PICKUP**

1. Any employee of the City of North Canton who is a member of the Public Employees Retirement System of Ohio or the Ohio Police and Fire Pension Fund shall have her or his compensation reduced by an amount equivalent to that employee's contribution to the Public Employees Retirement System of Ohio or the Ohio Police and Fire Pension Fund; as the case may be, and that the amount of the employee's contribution to the Public Employees Retirement System of Ohio or the Ohio Police and Fire Pension Fund; as the case may be, be paid by the City of North Canton on behalf of the employee; and that the amount of the contribution so paid on behalf of the employee by the employer be added to the salary or wage of the employee in the calculation of pensions and other benefits and is subject to the City of North Canton income tax. The employee is not given the option of choosing to receive said amount directly instead of having them paid directly to the Public Employees Retirement System of Ohio or the Ohio Police and Fire Pension Fund.

2. In respect to the employee's contribution to the Public Employees Retirement System of Ohio, that contribution shall be the employee's contribution to the employee's savings fund defined at Section 145.47 of the OHIO REVISED CODE.

Section 19. **LEAVE OF ABSENCE**

Leave of Absence without pay may be granted upon written request and approval of the department head. Attendance at job related conferences, meetings, seminars, etc., which result in absence from work, require prior written request and approval from the responsible departmental authority.

Section 20. **COMPENSATION**

1. 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	\$3,510.86
Director of Administrative Services	\$2,599.32
Director of Law	\$3,463.99
Director of Finance	\$3,463.99
City Engineer	\$3,463.99
Chief of Police	\$3,210.72
Chief of Fire & EMS	\$3,210.72
Supt., Permits & Inspection	\$2,599.32
Director of Permits & Development	\$2,599.32
Supt., Utilities & Services	\$2,599.32
Supt., Streets & Parks	\$2,599.32
Chief Operator- DWP	\$2,599.32
Supt., Recreation, Buildings & Grounds	\$2,599.32
Operations Managers: Recreation, Buildings & Grounds Streets & Parks Water & Sanitary Sewer Drinking Water Plant	\$ 2,465.68
Clerk of Council/Law Dept.	\$ 2,146.82
Deputy Director of Finance	\$1,962.01
Administrative Assistant/Payroll Clerk	\$1,730.00
Administrative Assistant	\$1,730.00

A. At all times the position of Director of Permits & Development is filled, the person serving in the capacity shall also hold the title of Superintendent, Permits & Inspection at no additional compensation.

1. Part-time Schedule of Compensation: Part-time personnel shall be paid an amount equal to the amount set forth in the following schedule:

Public Safety – FIRE / EMS	
Assistant Fire Chief	\$ 14.96
Fire Captain	\$ 14.60
Fire Captain / EMT – Paramedic	\$ 14.60
Fire Captain / EMT – Basic	\$ 14.60
EMT – Paramedic	\$ 14.60
Firefighter / EMT – Paramedic	\$ 14.60
Firefighter / EMT – Basic	\$ 14.13
Firefighter	\$ 14.13
EMT – Basic	\$ 14.13
EMT Personnel on Standby	\$ 2.21
Manned at Station:	
Firefighter / EMT - Paramedic/Basic	\$ 12.00

EMT 's manned at station will not receive Standby Wages.	
<u>Public Safety – Police</u>	
Dispatcher C	\$ 12.21
School Crossing Guard	\$ 11.77
Auxiliary Police	\$ 11.04
Special Patrolman	\$ 14.96
<u>Financial & Clerical</u>	
Fiscal/Clerical Specialist	\$ 11.88
<u>Department of Engineering</u>	
Engineering Clerk	\$ 10.12
Special Project Inspector	\$ 16.82
<u>Building & Permits</u>	
Building Inspector	\$ 24.08
<u>Municipal Swimming Pool</u>	
Pool Director*	\$5,928.25
Assistant Pool Director*	\$4,398.67
Concession Stand Mgr.*	\$4,610.85
Pool Personnel	\$ 7.40
Lifeguard I	\$ 7.65
Lifeguard II	\$ 7.94
Lifeguard/Instructor I	\$ 8.53
Lifeguard/Instructor II	\$ 8.83
Head Lifeguard I	\$ 9.11
Head Lifeguard II	\$ 9.41
Pool Maintenance	\$ 7.40
*Paid for Season	
<u>General Government</u>	
Summer I	\$ 7.40
Summer II	\$ 7.94
Intern	\$ 9.27
Skilled Worker	\$ 14.50
Hours per Skilled Worker will be limited to a maximum of 1200 per year	
<u>Recreation</u>	
Class "A" Instructor	\$ 11.00
Senior Program Director**	\$ 203.50
**Paid bi-weekly	
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 his/her applicable hourly rate.	
There is hereby established an overtime rate of time and one-half after a scheduled eight (8) hours or working a holiday for part-time police officer and part-time radio dispatchers.	

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

Section 21. DRUG TESTING POLICY

1. Drug screening or testing shall be conducted upon reasonable suspicion. This testing shall be solely for administration purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedures shall not preclude the employer from other administrative action.

2. Drug testing shall also be authorized when an employee is involved in an on-duty motor vehicle accident which results in bodily injuries to any vehicle occupants or the employee, or when the employee has discharged a weapon while on duty.

3. All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test.

4. Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Section 3719 of the Ohio Revised Code. If the initial screening is positive, the employee's sample shall be subjected to a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The employee may have a second confirmatory test of the split sample done at a lab of his choosing, at his expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

A.. If all the screening and confirmatory tests are positive, then the employee involved may be required to enter into rehabilitation referral. The City shall maintain the right to discipline the employee in addition to mandating rehabilitation.

B. Prior to any notification by the Employer for drug screening or testing, an employee may elect to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. The cost of the program will be covered according to the provisions of the employee's health insurance plan.

C. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, or personal days for the period of the rehabilitation. If no such leave credit is available, such employees shall be placed on leave of absence without pay for the period of the rehabilitation leave.

D. Upon completion of the program, and provided that a retest demonstrates that the employee is no longer illegally using a controlled substance, and/or subject to any disciplinary action that may be taken pursuant to this Article, the employee shall be returned to his position. Such employee may be subject to random retesting upon return to his position for a period of one (1) year from the date of his return.

E. Any employee in the above-mentioned rehabilitation program will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

F. If an employee refused to undergo rehabilitation or detoxification pursuant to a lawful order, or he fails to complete a program of rehabilitation, or if he should test positive at any time within one (1) year after his return to work upon completion of the rehabilitation program, the employee shall be subject to disciplinary action.

G. Except as otherwise provided herein, the cost of all drug screening shall be borne by the City.

H. For the purpose of this Article "periodic" shall mean not more than three times per year, except that a drug test may be performed at any time upon "reasonable suspicion" of drug use. An employee may be tested more frequently during the one (1) year period after his return from a rehabilitation program.

5. For the purpose of implementing the provisions of this Article, each employee shall execute medical releases in order for the City to obtain the results of the drug screening provided for in this Article. The release referred to in this Section shall authorize only the release of examination results pertaining to the drug screening test. Such medical releases shall be provided by the employer."

Section 22. That Ordinance No. 13-11 and any and all legislation inconsistent herewith, be, and is hereby repealed."

Section 23. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

CITY OF NORTH CANTON
FUND CASH POSITION
FOR THE MONTH ENDING August 31, 2012

	Beginning Year Balance	MTD Receipts	YTD Receipts	MTD Exp'd/Exp	YTD Exp'd/Exp	Unexpended Balance
101 GENERAL FUND	2,521,121.28	\$ 104,719.81	4,193,668.70	\$ 676,071.31	5,323,827.86	1,390,962.12
TOTAL GENERAL FUND	2,521,121.28	104,719.81	4,193,668.70	676,071.31	5,323,827.86	1,390,962.12
SPECIAL REVENUE FUNDS:						
203 INCOME TAX FUND	822,480.49	369,319.05	4,268,337.99	28,689.39	2,998,378.66	2,092,439.82
204 FIRE OPERATING FUND	34,947.61	37,847.00	397,600.45	57,690.50	445,206.34	<12,658.28>
205 EMS OPERATING FUND	<2,713.38>	327,218.62	1,299,873.62	164,610.02	1,130,902.08	166,258.16
206 COMPUTER TRUST FUND	16,003.44	815.00	2,625.00	873.51	4,821.54	13,806.90
207 ENFORCEMENT AND EDUCATION FUND	11,023.71	28.00	1,041.38	0.00	716.46	11,348.63
208 STREET CONST M & R FUND	340,001.18	63,260.90	623,266.38	<20,822.75>	517,013.04	446,254.52
209 STORM SEWER IMPROVE LEVY FUND	466,097.38	0.00	195,676.75	61,900.06	208,792.94	452,981.19
210 STREET IMPROVE LEVY FUND	527,417.22	0.00	192,661.36	58,252.15	172,067.38	548,011.20
211 MUNICIPAL ROAD FUND	7,252.46	0.00	110,000.00	0.00	115,472.23	1,780.23
212 GENERAL TRUST FUND	16,198.58	150.00	860.00	0.00	3,460.73	13,597.85
213 LAW ENFORCEMENT TRUST FUND	26,172.09	210.00	9,423.88	5,802.40	6,455.40	29,140.57
214 COMPENSATED ABSENCES FUND	417,332.13	228,000.00	228,000.00	0.00	0.00	645,332.13
215 CONTINUING PROF EDUCATION FUND	540.00	0.00	0.00	0.00	0.00	540.00
216 COMMUNITY DISASTER RELIEF	0.00	0.00	1,135.00	0.00	0.00	1,135.00
TOTAL SPECIAL REVENUE	2,682,752.91	1,026,848.57	7,330,501.81	356,995.28	5,603,286.80	4,409,967.92
CAPITAL PROJECT FUNDS:						
330 CAPITAL IMPROVEMENT FUND	3,116,368.09	0.00	1,657,719.26	174,179.98	1,404,308.28	3,369,779.07
331 PARK DEVELOPMENT FUND	144.43	0.00	0.00	0.00	91.40	53.03
332 ISSUE 2 IMPROVEMENT FUND	164,020.98	0.00	150,192.07	0.00	150,192.07	164,020.98
333 HOOVER DISTRICT IMP. FUND	<40,102.33>	0.00	175,931.49	0.00	23,325.67	112,503.49
TOTAL CAPITAL PROJECT FUNDS	3,240,431.17	0.00	1,983,842.82	174,179.98	1,577,917.42	3,646,356.57
ENTERPRISE FUNDS:						
650 WATER REVENUE FUND	2,624,232.22	667,120.87	4,033,722.68	464,013.75	3,940,992.42	2,716,962.48
651 WATER EXP, REPLACE & IMP FUND	1,206,679.49	0.00	762,500.00	19,410.67	1,349,268.59	619,910.90
652 SEWER REVENUE FUND	1,730,111.25	237,119.95	1,863,899.33	327,301.96	1,599,178.64	1,994,831.94
654 GARBAGE SERVICE FUND	273,915.13	82,650.92	617,214.85	78,812.45	620,622.28	270,507.70
TOTAL ENTERPRISE FUNDS	5,834,938.09	986,891.74	7,277,336.86	889,538.83	7,510,061.93	5,602,213.02
INTERNAL SERVICE FUNDS:						
761 INSURANCE FUND	702,976.95	101,530.47	899,793.25	105,539.49	769,726.15	833,044.05
TOTAL INTERNAL SERVICE FUNDS	702,976.95	101,530.47	899,793.25	105,539.49	769,726.15	833,044.05
TRUST & AGENCY FUNDS						
870 NORTH CANTON CTC ESCROW FUND	657,000.00	0.00	0.00	0.00	0.00	657,000.00
871 PERMIT FEE FUND	45.65	709.13	2,394.81	0.00	1,564.21	876.25
873 REQUIRED DEPOSITS FUND	49,869.16	560.21	5,548.62	0.00	1,496.43	53,921.35
TOTAL TRUST & AGENCY FUNDS	706,914.81	1,269.34	7,943.43	0.00	3,060.64	711,797.60
TOTAL ALL FUNDS	15,689,135.21	2,221,259.93	21,693,086.87	2,202,324.89	20,787,880.80	16,594,341.28

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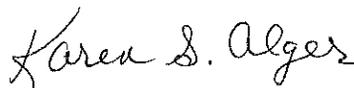
CITY OF NORTH CANTON

FUND BALANCE RECONCILIATION

August 31, 2012

Consolidated Fund Balance			\$16,594,341.28
Less Treasury Investments Held at Cost:			
	<u>INTEREST</u>	<u>PRINCIPAL</u>	
Federal Gov't Securities (UBS)	\$0.00	\$10,026.34	
StarOhio	43.94	0.00	
StarPlus		596,836.27	
Chase Money Market	177.78	3,002,643.11	
Huntington Bank (CDARS)	0.00	1,000,000.00	
Huntington Bank (CDARS)	0.00	1,000,000.00	
Huntington Bank (CDARS)	0.00	500,000.00	
North Canton CIC Escrow	0.00	657,000.00	
First Merit Money Market	560.22	4,562,047.56	
Sweep Account	<u>224.21</u>	<u>0.00</u>	
	\$1,006.15	\$11,328,553.28	
Total Treasury Investments			<u>11,328,553.28</u>
Checking Account Balance			<u>\$5,265,788.00</u>
Bank Balance:	Checking Account:	\$2,903,440.54	
	SWEEP	<u>2,555,000.00</u>	
			5,458,440.54
Minus:	Outstanding Checks:	(\$105,508.01)	
Misc Adjustments			(105,508.01)
	UTILITY PAYMENT IN TRANSIT	(\$285.78)	
	AR BOX IN TRANSIT	(\$921.55)	
	AR BOX STOP PYMNT IN TRANSIT	(\$25.65)	
	BANK CARDS IN TRANSIT	1,005.95	
	EMS ON LINE IN TRANS	(2,032.06)	
	AULTCARE IN TRANSIT	(12,613.10)	
	CURRENT MONTH OPERS IN TRANSI	(72,024.70)	
	OPERS REFUND IN TRANSIT	(1,075.98)	
	NSF CHECK BALANCE	<u>828.34</u>	
		(\$87,144.53)	
			<u>(87,144.53)</u>
Adjusted Bank Balance			<u>\$5,265,788.00</u>

Respectfully submitted,



Karen S. Alger
Director of Finance

CITY OF NORTH CANTON
INVESTMENT REGISTER
FOR THE CALENDAR YEAR 2012

PURCHASE DATE	FINANCIAL INSTITUTION	SECURITY/ACCOUNT NUMBER	INTEREST RATE	PAR AMT/ CARRYING VALUE	BEGINNING VALUE	Analysis Settle Charge Domestic Wire	PURCHASE (REDEEMED)	INTEREST	REVENUE NUMBER	DAYS HELD	ENDING BALANCE
4/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ 150.31	111100	60	\$ 10,026.34
4/1/2012	Star Ohio	12794	Various	\$ 596,643.00	\$ 596,643.00		\$ 34.00	\$ 34.00	111116	30	\$ 596,677.00
4/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,155.38	\$ 3,001,780.22		\$ 187.58	187.58	111116	30	\$ 3,001,967.80
4/1/2012	Huntington (CDARS)	CDARS	0.30	\$ 1,000,000.00	\$ 1,000,000.00		-	-		365	\$ 1,000,000.00
4/1/2012	Huntington (CDARS)	CDARS	0.20	\$ 1,000,000.00	\$ 1,000,000.00		-	-		183	\$ 1,000,000.00
4/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		-	-		30	\$ 657,000.00
4/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,283.29	\$ 4,559,283.29		\$ 541.88	\$ 541.88	111116	30	\$ 4,559,825.17
4/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 160.01	111104	30	\$ -
4/30/2012	Balance			\$ 10,843,852.83	\$ 10,824,732.85		\$ 763.46	1073.78		30	\$ 10,825,496.31
5/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ -		60	\$ 10,026.34
5/1/2012	Star Ohio	12794	Various	\$ 596,677.00	\$ 596,677.00		\$ 38.71	\$ 38.71	111195	30	\$ 596,715.71
5/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,342.96	\$ 3,001,967.80		\$ 177.74	177.74	111195	30	\$ 3,002,145.54
5/1/2012	Huntington (CDARS)	1030182379	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		365	\$ 1,000,000.00
5/1/2012	Huntington (CDARS)	1030182379	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		183	\$ 1,000,000.00
5/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	-		30	\$ 657,000.00
5/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,825.17	\$ 4,559,825.17		\$ 560.01	\$ 560.01	111195	30	\$ 4,560,385.18
5/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 220.10	111194	30	\$ -
5/31/2012	Balance			\$ 10,844,616.29	\$ 10,825,496.31		\$ 776.46	\$ 996.56		30	\$ 10,826,272.77
6/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ -		60	\$ 10,026.34
6/1/2012	Star Ohio	12794	Various	\$ 596,715.71	\$ 596,715.71		\$ 35.37	\$ 35.37	111320	30	\$ 596,751.08
6/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,520.70	\$ 3,002,145.54		\$ 166.29	166.29	111320	30	\$ 3,002,311.83
6/1/2012	Huntington (CDARS)	1013641826	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		365	\$ 1,000,000.00
6/1/2012	Huntington (CDARS)	1013642733	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		183	\$ 1,000,000.00
6/21/2012	Huntington (CDARS)	1030182379	0.20	\$ 500,000.00	\$ 500,000.00		\$ -	-		183	\$ 500,000.00
6/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	-		30	\$ 657,000.00
6/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,825.17	\$ 4,560,385.18		\$ 542.01	\$ 542.01	111320	30	\$ 4,560,927.19
6/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 239.89	111319	30	\$ -
6/30/2012	Balance			\$ 11,344,832.74	\$ 11,326,272.77		\$ 743.67	\$ 983.56		30	\$ 11,327,016.44
7/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ 146.98	111328	60	\$ 10,026.34
7/1/2012	Star Ohio	12794	Various	\$ 596,751.08	\$ 596,751.08		\$ 41.25	\$ 41.25	111442	30	\$ 596,792.33
7/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,686.99	\$ 3,002,311.83		\$ 183.50	183.50	111442	30	\$ 3,002,495.33
7/1/2012	Huntington (CDARS)	1013641826	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		365	\$ 1,000,000.00
7/1/2012	Huntington (CDARS)	1013642733	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	-		183	\$ 1,000,000.00
7/1/2012	Huntington (CDARS)	1030182379	0.20	\$ 500,000.00	\$ 500,000.00		\$ -	-		183	\$ 500,000.00
7/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	-		30	\$ 657,000.00
7/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,560,367.18	\$ 4,560,927.19		\$ 560.15	\$ 560.15	111442	30	\$ 4,561,487.34
7/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 221.10	111441	30	\$ -
7/31/2012	Balance			\$ 11,345,576.41	\$ 11,327,016.44		\$ 784.90	\$ 1,152.98		30	\$ 11,327,801.34



C/W: 9/17/12

Item 4b

145 North Main St. · North Canton, OH 44720

Phone: 330-499-3466 Fax: 330-499-2960

karen@northcantonohio.com

CITY OF NORTH CANTON

Karen Alger

Director of Finance

September 11, 2012

TO: Council President, Jon Snyder

RE: Pay for Canton Marathon Work

I am requesting that Council consider legislation authorizing the Finance Director to make payment for the supervisors who work on the Sunday, of June 17th in regards to the Canton Marathon. Per the attached memo from Director Grimes the Marathon was charged at the time and half rate along with fringe costs. The non-supervisory city works have already been paid for their work.

The Canton Marathon was billed for all city workers needed for their event. We are presently awaiting the reimbursement, however I ask for the legislation to be in place in order to pay the supervisors as soon as we receive the reimbursement.

Respectfully submitted,

Karen Alger

Director of Finance

C: Mayor

Director of Administration



MEMO: From **MIKE GRIMES** – Director of Administration

To: Finance Director Karen Alger

CC: File

Date: August 24, 2012

Re: Pay For Canton Marathon Work

I am requesting that the following supervisors be paid for their work on Sunday, June 17th in regards to the needs of the Canton Marathon coming through our city.

As you know, this was a first time event that covered multiple jurisdictions on a Sunday holiday morning. The Canton Marathon was billed for all city workers needed for their event including the below supervisors. The Marathon was charged at the time & half rate along with fringe costs. The non-supervisory city workers have already been paid for their work.

The Marathon in our city was successful by all accounts, including published news stories, and I would clearly suggest it was due to the on scene oversight by these supervisors.

Chief Bacon.....7 hours at overtime rate of \$57.33 for a total of	<u>\$401.34</u>
Chief Wilder6 hours at overtime rate of \$ 53.73 for a total of.....	<u>\$322.36</u>
Brian Hill5.5 hours at overtime rate of \$44.03 for a total of	<u>\$242.17</u>
Richard Rhodes ..6.5 hours at overtime rate of \$44.03 for a total of....	<u>\$286.20</u>

Thanks in advance for the consideration.

Mike

An ordinance authorizing the Director of Finance of the City of North Canton to make payment of overtime wages to City of North Canton designated personnel for hours worked in regard to the Canton Marathon held June 17, 2012, and declaring the same to be an emergency.

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

Section 1. That the Director of Finance of City of North Canton, be, and is hereby authorized to make payment of overtime wages to City of North Canton designated personnel for hours worked in regard to the Canton Marathon held June 17, 2012 as follows:

Fire/EMS Chief Bacon	7 OT hours @ \$57.33 per hour	\$401.34
Police Chief Wilder	6 OT hours @ \$53.73 per hour	\$322.36
Brian Hill	5.5 OT hours @ \$44.33 per hour	\$242.17
Rich Rhodes	6.5 OT hours @ \$44.03 per hour	\$286.20

Section 2. That upon reimbursement by Canton Marathon the reimbursement funds shall be paid to the appropriate fund designated by the Director of Finance.

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 the timely payment of wages to City of North Canton personnel; wherefore, provided it receives the affirmative vote of six (6) 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.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2012

ATTEST:

CLERK OF COUNCIL

RECORD OF ORDINANCES

C/W: 9/17/12
Item 4c

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

6/19/12-gmk
(Finance & Property)

TABLED PRIOR TO THE FIRST
READING 6/25/12

Ordinance No. 63-12

An ordinance authorizing the Mayor of the City of North Canton to enter into a Second Addendum to the Lease by and between the City of North Canton ("City") and R & S Golf Properties, Inc., an Ohio corporation and Robert C. Purcell and David Scott DeMuesy as individuals ("Lessee") executed on December 22, 2008, for the premises known as The Fairways fna Arrowhead Country Club, and declaring the same to be an emergency.

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

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a Second Addendum to the Lease by and between the Lessor and the Lessee, executed on December 22, 2008, for the premises known as The Fairways fna Arrowhead Country Club.
- Section 2. That a copy of said Second Addendum to the Lease is attached hereto and incorporated herein as if fully rewritten herein.
- 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 effectiveness of the Second Addendum to the Lease; wherefore, provided it receives the affirmative vote of six (6) 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.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2012

ATTEST:

CLERK OF COUNCIL

SECOND ADDENDUM

This Addendum is made as of this _____ day of, _____ 2012, between the City of North Canton, Ohio, a political subdivision of the State of Ohio ("Lessor" or the "City") and R&S Golf Properties, Inc., an Ohio Corporation and Robert C. Purcell and David Scott DeMuesy as individuals. R&S, Purcell, and DeMuesy are collectively referred to as the "Lessee". Lessor and Lessee are collectively referred to as the "Parties".

WHEREFORE, the Parties have entered into a Lease Agreement as of the 22nd day of December 2008 (the "Lease"), a copy of which is attached hereto as **Exhibit A**, and is incorporated herein by reference and Addendum to the Lease, a copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference; and

WHEREFORE, the Parties wish to amend portions of the Lease and reaffirm portions of the Lease as described herein.

THEREFORE, the Parties hereby amend and reaffirm the Lease as follows:

1. Lessor and Lessee agree that "Article II. SPECIAL CONDITIONS" of the Lease is hereby rewritten as follows:

"ARTICLE II SPECIAL CONDITIONS

2.1 Golf Course Premises.

2.1.1 Golf Course Ownership and Name. The Golf Course consists of lands and improvements owned in fee by the City. The name of the Golf Course shall remain the same unless changed by Lessee with prior written consent from City.

2.1.2 Use of Golf Course. The Golf Course Premises, as shown on the site map which is a part of Exhibit A shall be used only and exclusively for Golf Course Operations, including but not limited to golf activities, outings, banquets, weddings, pool and tennis activities and for such other related purposes or the purposes referred to herein and for no other purposes whatsoever.

2.1.2(a) Banquet and Related Services. *The City agrees to refer and promote banquet business to the Lessee and to grant Lessee access to the City's gazebo and grounds located at 845 Maple Street, North Canton, Ohio*

44720 for the operation of said business. The Lessee agrees to procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property located at 845 Maple Street, North Canton, Ohio 44720 which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives or employees.

2.1.3 Lessee's Acceptance of Physical Condition. Lessee acknowledges personal visual inspection of the Golf Course and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the Golf Course. **Lessee accepts the Golf Course in its present physical condition and, except as provided herein, agrees to make no demand upon the City for any improvements or alteration thereof.**

2.1.4 Approval Required for Alterations. Any improvements, additions, alterations or changes to the Golf Course Premises that would adversely and materially affect its value shall be subject to prior written approval by the Director. Such would also be subject to the securing of applicable permits and compliance with the general building and zoning ordinances of the City.

2.1.5 No Fee Simple Property Interest of Lessee. Lessee hereby acknowledges the fee simple title of City in and to the Golf Course Premises and the improvements located thereon and covenants and agrees never to assail, contest or resist said title, nor to assert with respect thereto any fee simple property interest of Lessee.

2.1.6 Ownership of Improvements. Ownership of all existing structures and of all structures, buildings and/or permanent improvements constructed by City or by Lessee thereto, shall immediately vest and be vested in City at all times during and after the term hereof.

2.2 General Scope of Services. Lessee shall have the exclusive right, license and privilege and duty to lease, operate and maintain the Golf Course. The general scope of services required of the Lessee under the terms of this Lease include”

2.2.1 Overall Course Management.

2.2.1.1 Pro Shop Operations

2.2.1.2 Starter Services

2.2.1.3 Tee Time Reservations

2.2.1.4 Marshalling Services

2.2.1.5 Golf Cart Rentals and Operations

2.2.1.6 Driving Range Operations

2.2.1.7 Food, Beverage and Banquet Services

2.2.1.8 Swimming Pool, and subject to future agreement, the Tennis Court Operations

2.2.1.9 Grounds/Buildings and Equipment Maintenance

2.3 Additional Provisions.

2.3.1 The City retains the right to enter the land portion of the Premises at its discretion to develop and utilize raw water production wells and monitoring wells on the Golf Course throughout the term of this Lease. Any entry however shall be preceded by at least thirty (30) days advance written notice to Lessee. City shall coordinate its entry and facilities for water production and monitoring with Lessee to eliminate substantial injury or disruption of the Lessee's Operations and the Golf Course. The City shall be responsible for any injury or damage that may result from or in connection with its activities. The use of raw water to maintain the quality and condition of the Golf Course turf is important to the success of the Golf Course Operations and use by the City may not be of such level as to deprive the Lessee of water sufficient to prevent deterioration of, or substandard turf conditions, on the Golf Course.

2.3.2 The Lessee agrees to cooperate with the City and provide for the usage of the Golf Course Premises during the winter season by the residents of North Canton, Ohio (i.e. sledding, cross country skiing, etc.). Lessee shall not be required to make restroom or clubhouse facilities available during winter season use by the general public. In the event the parties agree that insurance coverage for winter activities may be included in the Lessee's liability policies, City shall reimburse Lessee for the cost of such coverage. Any such winter season use may be restricted by Lessee in a manner and with rules and regulations adopted from time to time by Lessee, so as to prevent damage to the Golf Course Premises.

2.3.3 The City shall have the right to enter the land portions of the Golf Course Premises to manage any environmental, soil or water contamination which arose prior to the Commencement Date. Any entry however shall be preceded by at least thirty (30) days advance written notice to Lessee. City shall coordinate its entry and facilities for managing environmental, soil or water contamination with Lessee to eliminate substantial injury or disruption of the Lessee's Operations and the Golf Course. The City shall be responsible for any injury or damage that may result from or in connection with its activities. Lessee shall not be responsible for any environmental, soil or water contamination which arose prior to the Commencement Date.

2.3.4 The City shall have the ability to install, at its discretion, a water retention basin on the Golf Course in connection with the Lessee to control potential flooding in the residential areas adjacent to the Premises. Such shall be located in a manner agreed to by Lessee and the City. The City shall be solely responsible for maintenance, repair and replacement of the water retention basin and any ancillary improvements made in connection therewith.

2.3.5. *The City agrees to resurface the Golf Course parking lot on one occasion at a "reasonable cost."*

2. Lessor and Lessee agree that "Article IV. RENT" of the Lease is hereby rewritten as follows:

**"ARTICLE IV.
RENT**

4.1. Rent. Lessee shall pay the City rent during the Term, pursuant to the terms and conditions recited herein as follows:

4.1.1. Beginning on January 1, 2013 and continuing through the duration of the Lease Agreement, *Lessee shall pay rent of \$9,333.33 per month and a **Benchmark of \$80,000 per year of capital improvements investment pursuant to Exhibit B** shall be required.*

4.1.2 *In addition to the rent specified in section 4.1.1 above, the Lessee agrees to pay the City in an amount equal to \$3,800.00 to be paid in equal monthly installments of \$316.67 each, beginning on January 1, 2013 and continuing through December 1, 2013 as reimbursement for the 2012 appraisal of the Golf Course.*

4.2 Capital Improvements. "Capital Improvements" shall be negotiated by City and Lessee, undertaken with mutual consent and approval and set forth in Exhibit B. In no event shall City be responsible for the cost of any capital repair unless it has consented in writing to same after review and approval of the plans and specifications therefore and of the City's share of the costs. Any expenditure without prior agreement from City shall be at Lessee's sole expense. In the event Lessee proposes to share with the City the expense of a capital repair or replacement, Lessee shall provide City with a summary of the entire expenditure required and the portion of which it proposes the City pay. City and Lessee shall then meet to determine a budget and time frame for making such capital repair or replacement. Capital Improvements and replacements made by City shall be coordinated with Lessee to avoid undue disruption of Golf Course Operations.

4.3 Verification and Certification. Lessee shall present evidence yearly of expenditures qualifying as Capital Improvements for the Fairways. City's Finance Director shall verify expenditures on items identified in Exhibit B and certify that such expenditures have been made and meet the **Benchmark** set forth herein. Generally accepted accounting practices shall be used to determine the nature of expenses herein.

4.3.1 Amendment of Exhibit B. Exhibit B may be amended as agreed by parties from time to time but the total Capital Improvements **Benchmark** amount during any lease term must average the yearly **Benchmark of \$80,000.00 per year** set forth above. City and Lessee agree that from time to time unanticipated costs and expenses may be necessary. In order to maintain operational continuity of the leasehold, major

Capital Improvements may be required to heating, ventilation, air conditioning, plumbing, roofing, sewer, water, fire suppression and/or structural elements. Any such expenditures shall be added to Exhibit B; shall be credited to the yearly **Benchmark** set forth above and shall constitute a carry forward credit toward the **Benchmark** regardless of the lease term in which it is incurred.

4.4 Coordination and Cooperation for Capital Improvements Expenditures. With respect to all capital improvement expenditures to be made by either party pursuant to this Lease or otherwise, the parties shall coordinate, consult and cooperate with one another. In particular, Lessee will seek City input and comment on a scheduled of proposed Capital Improvements from time to time that Lessee either intends to make or believes are necessary or appropriate. City will have the right to reasonably review and approve plans and specifications for Capital Improvements that enhance the value of the Clubhouse or Golf Course Property. City's rights under this Section are in addition to and not in lieu of approvals and reviews required under the ordinances and codes of general application in the City of North Canton. Lessee is encouraged to submit all proposed Capital Improvements for which contribution is desired by November 1 for consideration by City for the next year's budget."

3. Lessor and Lessee agree that "Article XI. INSURANCE" of the Lease is hereby rewritten as follows:

**"ARTICLE XI.
INSURANCE**

11.1 Insurance. Lessee shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives or employees. Coverage shall be at least as broad as:

11.1.1 Commercial General Liability Coverage Including:

- | | |
|--------|--|
| 28134. | Independent Contractors |
| 28135. | Contractual Liability including defense |
| 28136. | Products and Completed Operations |
| 28137. | Ohio Stop Gap |
| 28138. | Fire/Water Legal Liability – Real Property |

11.1.2 Workers' Compensation Insurance as Required by State of Ohio

11.1.3 A standard form "all risk" policy or policies of fire and extended coverage insurance and malicious mischief and vandalism coverages on the structures located on the Golf Course, including the clubhouse and related buildings and all personal property, including furnishings and equipment owned at the Premises by City with coverage limits not less than the replacement cost of the Premises, which the parties have determined to be \$2.5 Million Dollars. City shall be named as a loss payee.

Lessee shall also obtain an endorsement to such policy or policies or lost rentals insurance covering actual losses to City sustained due to fire and extended coverage perils, in an amount equal to the lost rentals at the Golf Course.

11.1.4 Lessee Shall Maintain Limits no Less Than.

11.1.4.1 General Liability. \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other forms with a general aggregate limit is used either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If fifty percent (50%) of the aggregate limit is exhausted by either paid or reserved claims, Lessee shall purchase additional insurance to at least replenish the aggregate limit.

11.1.4.2 Employer's liability. \$5,000,000 per accident for bodily injury or disease.

11.1.4.3 Workers' Compensation. Statutory. In addition, Lessee shall require each of its agents, licensees, subcontractors or suppliers to provide such Workers' Compensation coverage to their employees coming on the Premises of the Golf Course or related facilities in connection with this Lease.

11.1.5 Insurance Policies. All insurance policies required by this Lease are to contain, or be endorsed to contain, the following provisions:

11.1.5.1 The City, its officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers. The City shall be included in all required policies as named insured. The policy shall be on an occurrence basis, if available.

11.1.5.2. *For any claims related to this Premises, or the Lessee's operation of its banquet, wedding and related business on the City's property located at 845 Maple Street, North Canton, Ohio 44720, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.*

11.1.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

11.1.5.4 The Lessee's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. There shall be no cross liability exclusions in the policy.

11.1.5.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice of cancellation is permitted for non-payment of premium.

11.1.5.6 Insurance is to be placed with insurer's admitted in the State of Ohio (not surplus lines companies) with a current A.M. Best's rating of not less than A-VII. The City Liability and Property Insurance Officer may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Liability and Property Insurance Officer, the interests of the City and the general public are adequately protected.

11.1.6 Within ten (10) calendar days following the Commencement Date of this Lease, Lessee shall furnish the Director with certificates evidencing coverage required above."

4. Except as indicated in this Second Addendum, no provision of the Lease Agreement attached hereto as **Exhibit A** as modified by the Addendum attached hereto as **Exhibit B** shall be deemed modified in any respect and shall remain fully enforceable by the Parties.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written.

"LESSOR"

CITY OF NORTH CANTON
a political subdivision of the State of Ohio

By: _____

David Held its Mayor

"LESSEE"

R & S GOLF PROPERTIES, INC.
an Ohio corporation,

By: Robert C. Purcell

Title: President

and Robert C. Purcell and David Scott DeMuesy as individuals

David Scott DeMuesy

Robert C. Purcell
Robert C. Purcell

APPROVED AS TO FORM AND SUFFICIENCY

Director of Law

Hans A. Nilges

g:\law director\fairways\11-28-11 addendum.docx