



145 North Main St. · North Canton, OH 44720

Phone: 330-499-3986 Fax: 330-499-2080

citycouncil@northcantonohio.com

## CITY OF NORTH CANTON COUNCIL OFFICE

### NOTICE OF MEETING Committee of the Whole Monday, January 6, 2014 – 7:00 p.m.

*President of Council*  
Jon Snyder

*Vice President of Council*  
Marcia Kiesling

*Council at Large*  
Mark Cerreta

*Council at Large*  
Dan Griffith

*Councilman, Ward 1*  
Doug Foltz

*Councilman, Ward 2*  
Daniel Peters

*Councilwoman, Ward 3*  
Stephanie Werren

North Canton City Council will meet as a Committee of the Whole **Monday, January 6, 2014 at 7:00 p.m.** in the Council Chambers 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 Chairperson: Mark Cerreta  
Members: Stephanie Werren  
Doug Foltz  
Dan Griffith  
Daniel Peters  
Jon Snyder

- a. Establish Public Hearing Date/Time re Walsh/Gressel Annexation Plat, Parcel No. 5217877 – Park & Institutional  
Marcia Kiesling
- b. Establish Public Hearing Date/Time re Zoning Amendment Parcel No. 9209516 – Addition of Mixed Use Overlay  
Marcia Kiesling
- c. Establish Public Hearing Date/Time re Zoning Amendment Parcel No. 10000415 – Addition of Mixed Use Overlay  
Marcia Kiesling
- d. Establish Public Hearing Date/Time re Zoning Amendment Parcel No. 10000416 – Rezoning of R-2F, Residential Multi Family to OB, Office Business and Addition of Mixed Use Overlay  
Marcia Kiesling
- e. Establish Public Hearing Date/Time re Zoning Text Amendment to Section 1135.05(e) Site Development Regulations to remove Notes(a)(b)  
Marcia Kiesling
- f. Mutual Economic Development Agreement  
Marcia Kiesling

2. Street & Alley Committee

Chairperson: Dan Griffith  
Vice Chairperson: Daniel Peters  
Members: Doug Foltz  
Mark Cerreta  
Marcia Kiesling  
Jon Snyder  
Stephanie Werren

Amendment to Ordinance No. 26-13 East Maple Street Project  
Dan Griffith

3. Water, Sewer & Rubbish Committee

Chairperson: Mark Cerreta  
Vice Chairperson: Dan Griffith  
Members: Jon Snyder  
Doug Foltz  
Marcia Kiesling  
Daniel Peters  
Stephanie Werren

- a. Freedom Avenue Waterline Replacement  
Mark Cerreta
- b. Marquardt Avenue Waterline Replacement  
Mark Cerreta

4. Finance & Property Committee

Chairperson: Jon Snyder  
Vice Chairperson: Marcia Kiesling  
Members: Dan Griffith  
Mark Cerreta  
Doug Foltz  
Daniel Peters  
Stephanie Werren

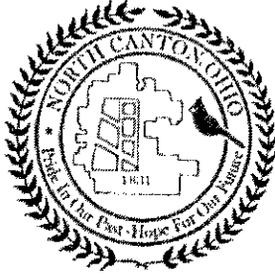
- a. Mayor's Court Receipts – November, 2013  
Jon Snyder
- b. Contract w/Canton Law Department  
Jon Snyder
- c. Cleaning / Janitorial Contract  
Jon Snyder
- d. Drinking Water Plant Equipment Replacement – Slakers  
Jon Snyder

- e. Gasoline and Diesel Fuel Contract  
Jon Snyder
- f. ODOT Participation Agreement re Sodium Chloride (rock salt)  
Jon Snyder
- g. Park Levy  
Jon Snyder

Gail M. Kalpac  
Clerk of Council

1/2/14-gmk

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



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
(330) 499-3465

## PLANNING COMMISSION

Page 1

**TO:** All Council Members  
Gail Kalpac  
Applicants

**Re:** **Planning Commission Actions** – Meeting of November 13, 2013

Members Present: Denny Flechtner, Ray Shanabruch, Jerry Geib, Tim Morrow, Tom Serra  
Also in Attendance: Michael Grimes, James Benekos, Eric Bowles, Marcia Kiesling, Dottie McGrew

- Minutes of the May 8, 2013 – June 5, 2013 – August 7, 2013 meetings were submitted and approved as submitted.

The remainder of the agenda followed:

**PC135-13A Zoning Map Amendment**

- Parcel 9209516 currently zoned OB  
Planning Commission recommends the addition of the MUO (Mixed Use Overlay) designation **VOTE: 5-Yes, 0-No**

**PC135-13B Zoning Map Amendment**

- Parcel 10000415 currently zoned part OB/part R-2F  
Planning Commission recommends rezoning the R-2F portion to OB  
Planning Commission recommends the addition of the MUO (Mixed Use Overlay) designation to the entire parcel **VOTE: 5-Yes, 0-No**

**PC135-13C Zoning Map Amendment**

- Parcel 10000416 currently zoned OB  
Planning Commission recommends the addition of the MUO (Mixed Use Overlay) designation **VOTE: 5-Yes, 0-No**

**PC136-13CU/SP Site Plan Review** application - Urban Farming

- Applicant withdrew request

**RECEIVED**

DEC 02 2013

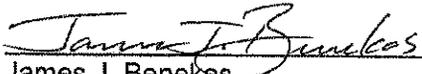
COUNCIL OFFICE  
NORTH CANTON, OHIO

**PC137-13CU/SP Conditional Use/Site Plan Review applications**

- New building at 521 Wise Ave NE - Hoover baseball locker room & batting cages
- **Conditional Use Approved** VOTE: 5-Yes, 0-No
- **SITE PLAN** - *Conditional approval* granted VOTE: 5-Yes, 0-No  
Applicant needs to provide sanitary sewer, storm, water and drainage details

**PC138-13CU/SP**

- New building at 607 7<sup>th</sup> St NE (at rear of Hoover High School) – service garage for school trucks
- **Conditional Use Approved** VOTE: 5-Yes, 0-No
- **SITE PLAN** - *Conditional approval* granted VOTE: 5-Yes, 0-No  
Applicant needs to provide additional drainage and utility details

  
James J. Benekos  
City Engineer

JB/lt



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
(330) 499-3465

## **PLANNING COMMISSION**

### **Legal Notice of Public Meeting**

Notice is hereby given that a public meeting will be held by the Planning Commission of the City of North Canton on **Wednesday, November 13, 2013 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

The meeting is with regard to the following:

An application (PC 135-13A, B, and C) for Zoning (Map) Amendments submitted by Maple St. Commerce, LLP requesting re-zoning for Parcels 9209516, 10000415 and 10000416 in accordance with Section 1127 Establishment of Districts and Map and Section 1138 Mixed Use Overlay District Regulations.

An application (PC 136-13) for Conditional Use Permit submitted by Maple St Commerce, LLP for part of Parcel 10000154 for an urban farm with raised beds and container gardens; no permanent structures.

Subsequent to the public meeting, recommendations will be submitted to North Canton City Council for final action.

This shall serve as notice of an open meeting to all interested parties and all interested residents or persons are welcome to attend and will have opportunity to be heard.

Linda J. Teis  
Planning Commission Secretary

**Publishing Instruction:** Please publish on November 6, 2013.

## Data For Parcel 9209516

### Base Data

**Parcel:** 9209516  
**Owner:** MAPLE STREET COMMERCE LLC  
**Site Address:** MAPLE ST E OH  
**Map Routing Number:** 92 101 19 0200  
**Tax Map:** [NC\\_101.pdf](#)



[\[+\] Map this property](#)

### Tax Mailing Address - Data as of 12/7/2013

**Address:** MAPLE STREET COMMERCE LLC  
 C/O OHIO REALTY ADVISORS  
 4020 KINROSS LAKES PKWY  
 SUITE 200  
 RICHFIELD OH 44286

### Geographic Information - Data as of 12/7/2013

**Tax District:** 00535 NORTH CANTON CITY-  
 NORTH CANTON CSD  
**School District:** 7611 NORTH CANTON CSD  
**City/Village:** NORTH CANTON CITY  
**Township:** HOOVER TOWNSHIP  
**Neighborhood ID:** [092-00-99-01](#)

### Legal - Data as of 12/7/2013

<b>Legal Description:</b> 7021 - 139.28'IRR NE (.53A)	<b>Property Class:</b> INDUSTRIAL
<b>DTE Classification:</b> 330 - MANUFACTURING ASSEMBLY, MED.	<b>Listed By:</b> GDZ
<b>Last Inspected:</b> 11/14/2013	<b>Source of Information:</b> OWNER (ACCESS)
<b>Reviewed By:</b> GDZ	<b>Total Tax Rate (in Mills):</b> 97.800
<b>Reviewed Date:</b> 11/14/2013	<b>Effective Tax Rate (in Mills):</b> 69.397215

### Allotments - Data as of 12/7/2013

No allotment data found for this parcel.

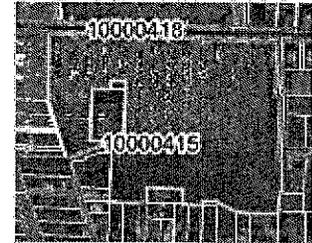
### Parcel History - Data as of 12/7/2013

No history data found for this parcel.

## Data For Parcel 10000415

### Base Data

**Parcel:** 10000415  
**Owner:** MAPLE STREET COMMERCE LLC  
**Site Address:** MAPLE ST E NORTH CANTON OH 44720  
**Map Routing Number:** 92 101 19 0110  
**Tax Map:** [NC\\_101.pdf](#)



[\[+1\] Map this property.](#)

### Tax Mailing Address - Data as of 12/7/2013

**Address:**  
 MAPLE STREET COMMERCE LLC  
 C/O OHIO REALTY ADVISORS  
 4020 KINROSS LAKES PKWY  
 SUITE 200  
 RICHFIELD OH 44286

### Geographic Information - Data as of 12/7/2013

**Tax District:** 00535 NORTH CANTON CITY-  
 NORTH CANTON CSD  
**School District:** 7611 NORTH CANTON CSD  
**City/Village:** NORTH CANTON CITY  
**Township:** HOOVER TOWNSHIP  
**Neighborhood ID:** [092-00-99-01](#)

### Legal - Data as of 12/7/2013

<b>Legal Description:</b>	OL 377 - 8.32A	<b>Property Class:</b>	INDUSTRIAL
<b>DTE Classification:</b>	330 - MANUFACTURING ASSEMBLY, MED.	<b>Listed By:</b>	GDZ
<b>Last Inspected:</b>	11/14/2013	<b>Source of Information:</b>	OWNER (ACCESS)
<b>Reviewed By:</b>	GDZ	<b>Total Tax Rate (in Mills):</b>	97.800
<b>Reviewed Date:</b>	11/14/2013	<b>Effective Tax Rate (in Mills):</b>	69.397215

### Allotments - Data as of 12/7/2013

No allotment data found for this parcel.

### Parcel History - Data as of 12/7/2013

Date	Activity
03/01/2010	SPLIT FR.9209484

## Data For Parcel 10000416

### Base Data

**Parcel:** 10000416  
**Owner:** MAPLE STREET COMMERCE LLC  
**Site Address:** MAPLE ST E NORTH CANTON OH 44720  
**Map Routing Number:** 92 101 19 0100  
**Tax Map:** [NC 101.pdf](#)



[\[+\]](#) Map this property.

### Tax Mailing Address - Data as of 12/7/2013

**Address:** MAPLE STREET COMMERCE LLC  
 C/O OHIO REALTY ADVISORS  
 4020 KINROSS LAKES PKWY  
 SUITE 200  
 RICHFIELD OH 44286

### Geographic Information - Data as of 12/7/2013

**Tax District:** 00535 NORTH CANTON CITY-  
 NORTH CANTON CSD  
**School District:** 7611 NORTH CANTON CSD  
**City/Village:** NORTH CANTON CITY  
**Township:** HOOVER TOWNSHIP  
**Neighborhood ID:** [092-00-99-01](#)

### Legal - Data as of 12/7/2013

<b>Legal Description:</b>	OL 376 - 1.10A	<b>Property Class:</b>	INDUSTRIAL
<b>DTE Classification:</b>	330 - MANUFACTURING ASSEMBLY, MED	<b>Listed By:</b>	
<b>Last Inspected:</b>		<b>Source of Information:</b>	UNAVAILABLE
<b>Reviewed By:</b>		<b>Total Tax Rate (in Mills):</b>	97.800
<b>Reviewed Date:</b>		<b>Effective Tax Rate (in Mills):</b>	69.397215

### Allotments - Data as of 12/7/2013

No allotment data found for this parcel.

### Parcel History - Data as of 12/7/2013

Date	Activity
03/01/2010	SPLIT FR.9209484



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145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
(330) 499-3465

## PLANNING COMMISSION

**TO:** All Council Members  
Gail Kalpac  
Applicant

**Re:** Planning Commission Actions – Meeting of December 4, 2013

Members Present: Ray Shanabruch, Tom Serra, Tim Morrow, Jerry Geib  
Members Absent: J Dennis Flechtner  
Also in Attendance: Mike Grimes, Jim Benekos, Eric Bowles, Jill Williams (acting clerk)

No Minutes of previous meeting(s) were submitted for approval.

The remainder of the agenda followed:

**PC139-13SP** Site Plan application for proposed new building on Parcel #9209116/Portage Street

**VOTE: 4-Yes, 0-No** submittal was given CONDITIONAL APPROVAL. Conditions as follows:

1. pending review and approval by City Engineer and Stark SWCD

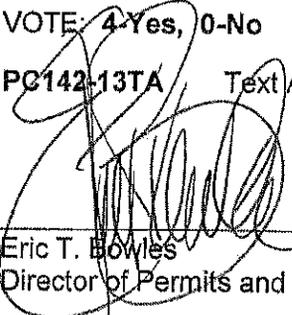
**PC140-13MA** Walsh/Gressel Annexation Plat - Commission **recommends P/I Zoning** be applied to Parcel #5217877 (approximately 1.549 acres total)

**VOTE: 4-Yes, 0-No**

**PC141-13TA** Text Amendment – Commission **recommends removal** of notes to Schedule 1135.05: (a) and (b) Section 1135.05 Site Development Regulations/1135.05€; Schedule 1135.05 Site Development Regulations

**VOTE: 4-Yes, 0-No**

**PC142-13TA** Text Amendment – Application withdrawn after discussion

  
Eric T. Bowles  
Director of Permits and Development

/lt



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
(330) 499-3465

## **PLANNING COMMISSION**

### **Legal Notice of Public Meeting**

Notice is hereby given that a public meeting will be held by the Planning Commission of the City of North Canton on **Wednesday, December 4, 2013 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

The meeting is with regard to applications submitted by City of North Canton;

PC140-13 to recommend zoning district Park and Institutional for Walsh/Gressel Annexation Plat  
PC141-13 to recommend Zoning (Text) Amendment for Section 1135.05(e); Schedule - Site Development Regulations  
PC142-13 to recommend Zoning (Text) Amendment for Section 1151.02(a)(6) -Classification of Signs.

Subsequent to the public meeting, a recommendation will be submitted to North Canton City Council for final action.

This shall serve as notice of an open meeting to all interested parties and all interested residents or persons are welcome to attend and will have opportunity to be heard.

Linda J. Teis  
Planning Commission Secretary

**Publishing Instruction:** Please publish on November 27, 2013.

(e) Schedule 1135.05. Site Development Regulations.

	RMF-A	RMF-B
(1) Setback from existing public street right-of-way	40 feet	40 feet
(2) Setback from project boundary when adjacent to RMF or non-residential district	20 feet	20 feet
(3) Setback from project boundary when adjacent to R-70, R-50 or R2F District	40 feet (a)	40 feet (a)
(4) Setback of interior street from:		
A. Proposed public right-of-way	20 feet	20 feet
B. Pavement of a private street	20 feet	20 feet
(5) Distance between buildings within the same project boundary		
A. Main wall of one building facing main wall of another building	50 feet (b)	50 feet (b)
B. Main wall of one building facing an end wall of another building	35 feet (b)	35 feet (b)
C. End wall of one building facing an end wall of another building	20 feet (b)	20 feet (b)
Notes to Schedule 1135.05:		
(a) Except that when the length of the building wall facing the lot line is longer than 50 feet, the setback from the project boundary shall be increased by one additional foot of setback for every two feet of wall length greater than 50 feet.		
(b) Except that when the length of the longer of the two building walls facing each other is longer than 75 feet, the spacing between the two walls shall be increased by one additional foot of setback for every two feet of wall length greater than 75 feet.		

**1135.06 HEIGHT REGULATIONS.**

All buildings and structures shall comply with the following height regulations:

- (a) The height of principal buildings shall not exceed 35 feet.
- (b) The height of accessory buildings shall not exceed 15 feet.
- (c) Principal buildings in excess of 35 feet may be permitted as a conditional use when the Planning Commission determines that the conditional use criteria set forth in Sections 1145.02 and 1145.03 has been met.

An resolution authorizing the Mayor of the City of North Canton to enter into a Mutual Economic Development and Annexation Agreement ("Agreement") by and between the City of North Canton ("North Canton"), City of Canton ("Canton"), Jackson Township ("Jackson"), and Plain Township ("Plain"), and declaring the same to be an emergency.

WHEREAS, North Canton, Canton, Jackson, and Plain desire to establish an Agreement as permitted under Ohio Revised Code Sections 701.07 and 709.192; and

WHEREAS, North Canton, Canton, Jackson and Plain are desirous of entering into the Agreement with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services, and

WHEREAS, the residents of North Canton, Canton, Jackson and Plain will benefit from the provisions of this Agreement, and

WHEREAS, pursuant to the requirements of Ohio Revised Code Section 701.07(A), a joint public hearing was held on October 30, 2013, notice of which was provided as required by law.

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

Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into an Agreement by and between North Canton, Canton, Jackson, and Plain.

Section 2. That if a provision of this resolution is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this resolution.

Section 3. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton, is necessary for the timely implementation of the above-described Agreement, and is further necessary to permit North Canton, Canton, Jackson, and Plain to jointly and cooperatively take advantage of vital and fleeting economic opportunities; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

**JACKSON TOWNSHIP PLAIN TOWNSHIP CITY OF NORTH CANTON  
AND CITY OF CANTON MUTUAL ECONOMIC DEVELOPMENT AGREEMENT**

This Agreement is made at Stark County, Ohio, by and between the Board of Trustees for Jackson Township, Stark County, Ohio (hereinafter referred to as "Jackson"), whose mailing address is 5735 Wales Avenue NW, Massillon, Ohio 44646, the Board of Trustees for Plain Township, Stark County, Ohio (hereinafter referred to as "Plain"), whose mailing address is 2600 Easton St. NE, Canton, Ohio 44721, the City of North Canton (hereinafter referred to as "North Canton"), whose mailing address is 145 North Main Street, North Canton, Ohio 44720 and the City of Canton (hereinafter referred to as "Canton"), whose mailing address is 218 Cleveland Avenue S.W., Canton, Ohio 44702.

WITNESSETH:

WHEREAS, Jackson, Plain, North Canton and Canton desire to establish a Mutual Economic Development Agreement and Annexation Agreement ("Agreement") as permitted under Ohio Revised Code Sections 701.07 and 709.192; and

WHEREAS, Jackson, Plain, North Canton and Canton are desirous of entering into the Agreement with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services; and

WHEREAS, the residents of Jackson, Plain, North Canton and Canton will benefit from the provisions of the Agreement; and

WHEREAS, pursuant to the requirements of Revised Code Section 701.07(A), a joint public hearing was held on \_\_\_\_\_, notice of which was provided as required by law; and

WHEREAS, Jackson has agreed to enter into this Agreement, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2013; and

WHEREAS, Plain has agreed to enter into this Agreement, pursuant to Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, 2013; and

WHEREAS, North Canton has agreed to enter into this Agreement, by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2013; and

WHEREAS, Canton has agreed to enter into this Agreement, by Ordinance No. \_\_\_\_\_, dated \_\_\_\_\_, 2013;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to Ohio Revised Code Sections 701.07 and 709.192, the parties agree as follows:

## ARTICLE 1

### **THE PROPERTY (EXHIBIT A)**

The Property ("the Property") shall consist of the area of Jackson Township and Plain Township as follows:

- A. Extending north of 38<sup>th</sup> Street NW between Whipple Avenue NW, as a western boundary, and the Railroad Tracks and real estate owned by Metro Regional Transit Authority ("Railroad"), as an eastern boundary, running north to the intersection of the Railroad Tracks and Whipple Avenue NW; and
- B. Continuing north from the intersection of the Railroad Tracks and Whipple Avenue NW with the Railroad Tracks being the western boundary and the western boundary of Plain Township being the eastern boundary of the Property, extending to the Summit County line. Attached hereto, as "Exhibit A," is a map of the Property outlining the approximate area of the Property in green.

## **ARTICLE 2**

### **ANNEXATION**

A. The parties agree that whenever any of the Property is annexed into North Canton or Canton, it shall remain in Jackson or Plain, and not become part of McKinley Township or Hoover Township after the approval and acceptance of said annexation. Jackson, Plain, North Canton and Canton shall fully cooperate with State and County officials to create an additional taxing district if necessary.

B. North Canton and Canton agree not to engage in any annexation of the Property in Jackson Township unless the Jackson Township Trustees agree to the annexation or Plain Township unless the Plain Township Trustees agree to the annexation.

## **ARTICLE 3**

### **COOPERATION OF JACKSON, PLAIN, NORTH CANTON AND CANTON**

The parties agree to work together in good faith and make reasonable efforts to promote, encourage and facilitate economic growth in the Property. The Parties agree to cooperate if one party obtains a property owner who is willing to enter into a CEDA, JEDD, annexation agreement or any other agreement in accordance with the terms of this Agreement.

## **ARTICLE 4**

### **ALLOCATION OF TAX REVENUES AND DURATION**

A. For purposes of this Article, "Township taxes" means the taxes against the real and tangible personal property that would have been charged by and/or payable to Jackson or Plain if no annexation had occurred. Any bed tax or other such tax to which Jackson or Plain would otherwise receive but for this Agreement, shall not be a part of this Agreement and not be subject to any division or sharing with Canton or North Canton; provided, however, in the event the Parties agree to utilize a city bed tax rate

that is greater than the township bed tax rate, the difference between such rates shall be divided by the parties according to this Agreement. It is agreed that the Property shall remain in Jackson Township or Plain Township and not become a portion of McKinley Township or Hoover Township following the approval and acceptance of said annexation. Jackson, Plain, North Canton and Canton shall fully cooperate with State and County officials to create an additional taxing district, if necessary.

B. This Agreement is intended to provide Jackson and Plain during the term of this Agreement with one hundred percent (100%) of the tax revenue it would have received from the Property if the annexation had not taken place, including but not limited to current and future real property tax, personal property and bed tax tax revenue under Jackson or Plain millage rates in effect at the time of collection.

C. The parties agree that during the term of this Agreement, all Jackson or Plain taxes collected by the Stark County Auditor pursuant to this Agreement will be paid directly to Jackson or Plain. This would also include Jackson or Plain taxes generated as a result of new businesses located on or in the Property. All such taxes shall be paid at whatever Jackson or Plain millage or other taxing rates existing at the time the collection is made by the Stark County Auditor.

D. The parties further agree that, during the term of this Agreement, taxes for any Jackson or Plain levy, which as of the date of execution are general, fire, EMS, park, police and road levies, and bed tax, that Jackson or Plain would have received but for this Agreement, shall be paid to Jackson or Plain at the time collection is made by the Stark County Auditor, under millage rates in effect at the time of the collection.

E. In the event that any such taxes, which by the terms of this Agreement are to be paid to Jackson or Plain, are collected by the Stark County Auditor and paid to North Canton or Canton instead of Jackson or Plain, North Canton and Canton agree to promptly remit to Jackson or Plain an amount equal to said taxes

owed to Jackson or Plain under this Agreement. Payment by North Canton or Canton to Jackson or Plain of any taxes erroneously received shall be made within thirty (30) days of the receipt of such funds from the County Auditor, or of discovery of such error.

F. Notwithstanding the above, any amounts of real property and personal property taxes that North Canton or Canton may be entitled to receive for North Canton or Canton millage only relating to the Property, over and above the amount Jackson or Plain receives or would have received under then existing Jackson or Plain millage rates if this Agreement had not taken place, shall be paid to North Canton or Canton.

G. In the event Jackson or Plain incorporates or forms a municipality and institutes an income tax from the residents, credits will be given based on any new income tax collected from the time Jackson or Plain incorporates or becomes a municipality relating to the Property. Further, pursuant to ORC Section 715.74(D) or other law, the Property under the CEDA, JEDD, annexation or other agreement will remain with North Canton or Canton.

H. North Canton or Canton will continue to receive 100% income tax revenue collected from any North Canton or Canton residents. In addition, any upfront investment or annual cost incurred by either party paid to secure a CEDA, JEDD, annexation or any other agreement relating to the Property will be reimbursed prior to North Canton or Canton making payment to the other parties entitled to receive income tax dollars under this Agreement. Upfront investment and annual cost will be specified for each subsequent CEDA, JEDD or other agreement.

I. North Canton and Canton agree to pay on a quarterly basis two-thirds (2/3) of any and all new income tax, one-third (1/3) to Jackson or Plain and one-third (1/3) to the other non-collecting city for any

income tax collected by North Canton or Canton in Jackson or Plain, or any new entity that was located in the former Jackson or Plain relating to the Property.

J. The parties shall receive the tax revenues set forth herein for the duration of this Agreement, as set forth in Article 8 below.

K. The city collecting the income taxes shall be entitled to receive the actual costs incurred in collecting and distributing the income taxes collected under this Agreement. "Costs" shall include: postage, printing, supplies and labor expense directly related to the collecting and distributing of the income tax.

## **ARTICLE 5**

### **TAX ABATEMENTS**

It is the intent of the parties that the Property may be subject to real and personal property tax abatements. However, in the event that North Canton or Canton may grant real and/or personal property tax abatements to property owners and businesses located on or within the Property, such tax abatements shall meet all requirements of the Revised Code, to include Sections 5709.62 et seq., as now written or as the same may be amended. North Canton and Canton shall work together with Jackson and Plain and North Canton and Canton shall keep Jackson and Plain informed of any proposed tax abatement applications. North Canton, Canton, Jackson and Plain agree that any tax abatement shall be mutually agreed upon by the parties required to consent to such tax abatement.

## **ARTICLE 6**

### **TAX VALUATION CHALLENGES**

The parties agree that any party may object to the tax assessments or evaluations or re-evaluations of property involved in this Agreement.

The parties shall cooperate with each other such that the party with the legal standing to challenge such assessments or evaluations or re-evaluations shall diligently pursue those challenges on behalf of itself and/or the other parties.

## ARTICLE 7

### POST ANNEXATION GOVERNMENTAL SERVICES

#### A. Zoning.

(1) Upon annexation, North Canton and Canton shall consult Jackson or Plain regarding proposed zoning of the Property and North Canton and Canton agree to use their best efforts to zone the Property or otherwise keep it compatible with the surrounding territory. The parties agree that the Property shall be zoned so as to best encourage business and economic development in furtherance of the objectives of this agreement. In the event that another use is proposed by the landowners and/or their agents, such use shall be subject to the zone change procedures of North Canton or Canton. In the event that another use is proposed by the landowners and/or agents and the proposed use is prohibited by the Jackson's or Plain's zoning resolution and is permitted under North Canton or Canton zoning ordinances, the parties shall meet to determine the zoning classification that is in the best interest of the Property and with the minimum impact upon the township area not included within the Property. Notwithstanding any of the above, all North Canton or Canton regulations regarding zoning and planning shall be applicable to the Property. North Canton and Canton shall notify Jackson or Plain of any proposed zoning changes.

(2) If North Canton's or Canton's zoning ordinances permit uses which are clearly incompatible with Jackson's or Plain's zoning regulations on the adjacent land remaining in the township from which the property was annexed, North Canton and Canton will require, in the zoning ordinance permitting the

incompatible uses, the owner of the property to provide a buffer separating the use of the Property and the adjacent land remaining within the township. For purposes of this section, "buffer" includes open space, landscaping, fences, walls and other structure elements, public streets and street rights of way, and bicycle and pedestrian paths and sidewalks.

B. Standard Governmental Services.

Jackson and Plain shall exclusively provide to the Property located in their township the following services: public street and road maintenance and repair, parks and recreation. The parties shall agree to use automatic/mutual aid for police, fire and emergency medical services.

C. Roadway Maintenance.

All public roadways within the Property shall be Jackson's or Plain's responsibility to maintain and improve. This shall include routine public road and street maintenance, including lighting, snow plowing, repairing of chuckholes and signage.

**ARTICLE 8**

**LENGTH OF AGREEMENT**

A. The parties agree that, due to the extensive nature of the municipal service to be extended to the Property, and because this Agreement is intended for the long-term future to set a cooperative basis for agreements between the parties, the initial term of this Agreement shall be for fifty (50) years from the date of acceptance of annexation, JEDD, CEDA or other agreement of the Property by North Canton or Canton by ordinance or resolution. In the event such annexation, JEDD, CEDA or other agreement shall occur in separate proceedings, the initial term shall be fifty (50) years after the last parcel contained in the Property is accepted by the North Canton or Canton.

B. This Agreement will be renewed for an additional fifty (50) year term unless any party, by official legislative action, gives written notice to the other parties of its intent not to renew on or before ninety (90) days prior to the extension of the initial term.

## ARTICLE 9

### MEDIATION AND NOTICE OF CLAIMED BREACH

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Stark County Common Pleas Court. The parties retain all legal rights available to them under this Agreement and under the law.

If a party to this Agreement believes any other party has failed to perform its part of any provision of this Agreement, including the failure to make any payment of monies due under this Agreement, the complaining party shall give notice to the other party or parties clearly stating what breach the complaining party believes has occurred. The party or parties receiving that notice has ninety (90) days from the receipt of that notice to cure the breach. If the breach has not been cured within that ninety (90) day period, then the complaining party may seek its remedies under this Agreement including, but not limited to, suit for recovery of the money due under the Agreement, suit for specific enforcement of this Agreement, or terminate the Agreement by giving notice of termination to the other party.

## ARTICLE 10

### MUNICIPAL POWER

Nothing in this Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

## ARTICLE 11

### CLARIFICATION OF REVENUE SHARING

Nothing in this Agreement is to be interpreted as the sharing of the proceeds of any tax levy by and between the North Canton, Canton, Jackson or Plain. All language within this Agreement is to be interpreted pursuant to Ohio Revised Code Section 701.07(D) in that any reference to any sharing of taxes is to be construed such that the proceeds of those taxes are to be used to make the payments authorized in the Agreement.

## ARTICLE 12

### ADDITIONAL TERMS AND CONDITIONS

The parties will study and work together in good faith for the benefit of all entities and their residents and will explore potential future areas for additional CEDA, JEDD, annexation opportunities and/or other economic development opportunities.

A. The parties agree to work together and engage in good faith communication when dealing with any issues involving any CEDA, JEDD, annexation opportunities and/or other economic development opportunities.

B. If any of the parties wish to form a committee they shall forward the request in writing. Following a written request by any party, the committee shall be formed as follows: the Board of Trustees of Jackson and Plain may name a Township Trustee and a designee of each township, the Majority Leader of City Council of Canton may name the Mayor or the Mayor's designee, and a member of Canton City Council, subject to confirmation by a majority of the members of City Council, and the City of North Canton may name the Mayor or the Mayor's designee, and a member of North Canton City Council, subject to confirmation by a majority of the members of City Council, to said committee to study ways in which the

parties can work together for the benefit of residents of both cities and townships. This committee is to study such matters as cooperation in providing police and fire services, exploring potential future areas for joint economic efforts by the parties, and other methods by which the parties can work together to benefit the residents of all four communities. The committee shall also explore and recommend to the other elected officials any methods by which the parties might work together for the benefit of the respective residents of those communities. Committee members shall serve a one (1) year term, but may be reappointed for additional terms under the procedure set forth above. Any committee member who no longer holds his or her township or city office shall no longer be on the committee, and shall be replaced by another such officeholder, in the manner as set forth above.

C. The parties further agree that the Committee referenced above will act in a consultative manner regarding development issues for the Property.

### **ARTICLE 13**

#### **LIBERAL CONSTRUCTION**

The parties agree that just as Ohio Revised Code Section 701.07 is to be liberally construed to allow parties to enter into Cooperative Economic Development Agreements, the parties agree that this Agreement shall be liberally construed in order to facilitate the desire of the parties to carry out this Agreement by providing government improvements and facilities and services, by promoting and supporting economic development, by creating and preserving employment opportunities, and by allowing for the sharing by city, township, county and State of Ohio, in the benefits of economic development, even if the economic development does not occur in an unincorporated area. Further, each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the parties allowed by Ohio Revised Code Section 701.07.

**ARTICLE 14**

**MODIFICATION**

This Agreement may not be modified except by official legislative action of all parties.

This Agreement may be terminated prior to the expiration of its terms by mutual consent of all parties, as evidenced by official legislative action by each, or as provided by Article 9 herein.

**ARTICLE 15**

**LEGAL CONSTRUCTION**

In the event anyone or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement. This Agreement is intended to conform to Ohio Revised Code 701.07 in all respects.

**ARTICLE 16**

**PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the entire Agreement of the parties and supersedes any prior understandings or previous oral or written agreements between the parties relating to the Property.

**ARTICLE 17**

**GOVERNING LAW**

This Agreement, and all the rights, duties and obligations of parties, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Stark County, Ohio.

**ARTICLE 18**

**PARTIES BOUND**

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, members, officials, trustees, employees, representatives, assigns and successors.

Executed, in quadruplicate copies, at Stark County, Ohio, on the date set forth below.

THE CITY OF CANTON

BOARD OF TRUSTEES OF JACKSON  
TOWNSHIP, STARK COUNTY, OHIO

By: \_\_\_\_\_  
William J. Healy, II, Mayor

By: \_\_\_\_\_  
James N. Walters, President

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

By: \_\_\_\_\_  
John E. Pizzino, Vice President

By: \_\_\_\_\_  
Todd J. Hawke, Trustee

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joseph Martuccio  
City of Canton Law Director

\_\_\_\_\_  
Michael A. Thompson  
Attorney for the Board of Trustees of  
Jackson Township

THE CITY OF NORTH CANTON

By: \_\_\_\_\_  
David J. Held, Mayor

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

BOARD OF TRUSTEES OF PLAIN  
TOWNSHIP, STARK COUNTY, OHIO

By: \_\_\_\_\_  
Louis P. Giavasis, President

By: \_\_\_\_\_  
Scott M. Haws, Vice President

By: \_\_\_\_\_  
Albert P. Leno II, Trustee

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy L. Fox  
City of North Canton Law Director

\_\_\_\_\_  
Eric J. Williams  
Attorney for the Board of Trustees of  
Plain Township

RECEIVED

DEC 20 2013



City of NORTH CANTON, OHIO  
145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

December 20, 2013

To: **Jon Snyder, President**  
City Council

Subject: **East Maple Street Improvements Project**  
(Main Street to Taft Avenue NE)

Requested By: [Signature]  
City Engineer

Date: 12/20/13

Approved By: [Signature]  
Director of Administration

Date: 12/20/13

An ordinance to Amend Ord No.26-13 – Section 3 as follows:

330.544.5229	\$ 1,377,000
333.627.5228	876,610

EMERGENCY REQUESTED: Yes X No \_\_\_\_\_

RECEIVED  
DEC 30 2013  
COUNCIL OFFICE  
NORTH CANTON, OHIO

# RECORD OF ORDINANCES

Denton Legal Book, Inc.

Form No. 300a

Ordinance No. 26-13

Passed April 8, 2013

4/2/13-gmk  
(Street & Alley)

## Ordinance No. 26-13

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 office of the Director of Administration and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the East Maple Street Improvements Project (Main Street to Taft Avenue NE), at a total cost not to exceed \$2,051,069, 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 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 office of the Director of Administration, for the East Maple Street Improvements Project (Main Street to Taft Avenue NE).

Section 2. That the Mayor of City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the East Maple Street Improvements Project (Main Street to Taft Avenue NE), at a total cost not to exceed \$2,051,069.

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		1,377,000
330.544.5229 Contract Payments		<del>\$4,227,000</del>
333 HOOVER DISTRICT IMPROVEMENT FUND		876,610
333.627.5228 Contract Payments - Developer		<del>\$ 824,069</del>
		<del>\$2,051,069</del>

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.

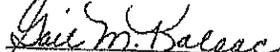
Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely completion of the East Maple Street Improvements Project (Main Street to Taft Avenue NE); wherefore, 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.

North Canton, OH  
Passed: 4/8/13

  
MAYOR

SIGNED: 4/08, 2013

ATTEST:

  
CLERK OF COUNCIL

An ordinance amending Section 3. of Ordinance No. 26-13 for the East Maple Street Improvements Project (Main Street to Taft Avenue NE), at a total cost not to exceed \$2,253,610, and declaring the same to be an emergency.

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

Section 1. That Section 3. of Ordinance No. 26-13 for the East Maple Street Improvements Project (Main Street to Taft Avenue NE), at a total cost not to exceed \$2,253,610, be, and the same is hereby amended to read as follows:

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		
330.544.5229	Contract Payments		\$1,377,000
333	HOOVER DISTRICT IMPROVEMENT FUND		
333.627.5228	Contract Payments – Developer	\$ 876,610	
		<u>\$2,253,610</u>	

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 completion of the East Maple Street Improvements Project (Main Street to Taft Avenue NE); 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

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DEC 20 2013

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

December 20, 2013

To: **Jon Snyder, President**  
City Council

Subject: **Freedom Avenue Waterline Replacement**  
(Portage to Applegrove NW)

Requested By: *J. F. Bunker*  
City Engineer

Date: 12/20/13

Approved By: *[Signature]*  
Director of Administration

Date: 12/20/13

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 **Freedom Avenue Waterline Replacement**

651.767.5502

\$ 500,000

EMERGENCY REQUESTED: Yes X No \_\_\_\_\_

RECEIVED

DEC 30 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, and for the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Freedom Avenue Waterline Replacement Project (Portage Street NW to Applegrove Street NW), at a total cost not to exceed \$500,000, 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 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 office of the Director of Administration for the Freedom Avenue Waterline Replacement Project (Portage Street NW to Applegrove Street NW).

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Freedom Avenue Waterline Replacement Project (Portage Street NW to Applegrove Street NW), at a total cost not to exceed \$500,000.

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:

651	WATER EXP, REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Outside Waterlines	\$500,000

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 completion of the Freedom Avenue Waterline Replacement Project; 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

RECEIVED

DEC 20 2013

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

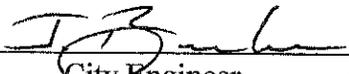
145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

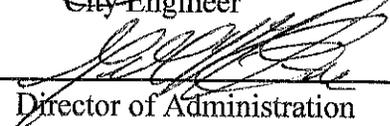
December 20, 2013

To: **Jon Snyder, President**  
City Council

Subject: **Marquardt Avenue Waterline Replacement**  
(East Maple to 7<sup>th</sup> NE)

Requested By:   
City Engineer

Date: 12/20/13

Approved By:   
Director of Administration

Date: 12/20/13

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 **Marquardt Avenue Waterline Replacement**.

209.745.5229	\$ 50,000
651.767.5502	<u>850,000</u>
<b>TOTAL</b>	<b>\$900,000</b>

EMERGENCY REQUESTED: Yes X No \_\_\_\_\_

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DEC 30 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids, and for the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Marquardt Avenue NE Waterline Replacement Project (East Maple Street to 7th Street NE), at a total cost not to exceed \$900,000, 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 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 office of the Director of Administration for the Marquardt Avenue NE Waterline Replacement Project (East Maple Street to 7th Street NE).

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Marquardt Avenue NE Waterline Replacement Project (East Maple Street to 7th Street NE), at a total cost not to exceed \$900,000.

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:

209	STORM SEWER LEVY		
209.745.5229	Contract Payments		\$ 50,000
651	WATER EXP, REPL & IMPROVEMENT FUND		
651.767.5502	Facilities – Outside Waterlines	<u>\$850,000</u>	
			\$900,000

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 completion of the Marquardt Avenue NE Waterline Replacement Project; 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

ACCOUNT	NAME	AMOUNT
CC	COURT COSTS	4,570.00
COMP	COMPUTER ACCOUNT	429.00
IDAC	INDIGENT ALCOHOL	103.50
IDSF	Indigent Defense Support Fund	1,915.00
LOCDFT	LOCAL DEFAULT	120.00
MVCC	MOVING VIOLATION COURT COST	241.50
OF	ORDNCE FINE	3,698.00
SBD	SEAT BELT DRIVER STATE FINE	200.00
STDFT	STATE DEFAULT	63.00
VC	VICTIM CRIME	702.00
	TOTAL	12,042.00

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DEC 09 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO

Trans#..	Name.....	Date....	Check...	Bank.	Amount....	Accts Dist.	Amts
	CMC CANTON MUNICIPAL COURT	12-06-13	002012	CS	105.00	IDAC	105.00
	CITY CITY OF NORTH CANTON	12-06-13	002013	CS	8817.50	OF	3698.00
						CC	4680.00
						INT	0.50
						COMP	439.00
	ST STATE	12-06-13	002014	CS	3120.00	SBD	200.00
						IDSF	1955.00
						MVCC	245.00
						VC	720.00
***					12042.50		12042.50

Bank.	Account	Description	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance.....
CS	10%B	10% BOND	0.00	0.00	0.00	0.00	0.00
CS	B	BOND	0.00	0.00	0.00	0.00	0.00
CS	BC	BANK CHARGES	0.00	0.00	0.00	0.00	0.00
CS	CC	COURT COSTS	0.00	4570.00	4680.00	110.00	0.00
CS	COMP	COMPUTER ACCOUNT	0.00	429.00	439.00	10.00	0.00
CS	CTCOP	CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
CS	EXP	CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
CS	EXPS	EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
CS	GR	GENERAL REVENUE	0.00	0.00	0.00	0.00	0.00
CS	IDAC	INDIGENT ALCOHOL	0.00	103.50	105.00	1.50	0.00
CS	IDSF	Indigent Defense Support Fund	0.00	1915.00	1955.00	40.00	0.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.50	0.50	0.00	0.00
CS	LOCDEF	LOCAL DEFAULT	0.00	120.00	0.00	-120.00	0.00
CS	MVCC	MOVING VIOLATION COURT COST	0.00	241.50	245.00	3.50	0.00
CS	OF	ORDNCE FINE	0.00	3698.00	3698.00	0.00	0.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	OTHDFT	OTHER DEFAULT	0.00	0.00	0.00	0.00	0.00
CS	PHONE	AT & T STMT	0.00	0.00	0.00	0.00	0.00
CS	RELFEF	FORFEITURE RELEASE FEE	0.00	0.00	0.00	0.00	0.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	200.00	200.00	0.00	0.00
CS	SBP	SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
CS	SC	NSF SERVICE CHG	0.00	0.00	0.00	0.00	0.00
CS	SF	STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	STDFT	STATE DEFAULT	0.00	63.00	0.00	-63.00	0.00
CS	VC	VICTIM CRIME	0.00	702.00	720.00	18.00	0.00
***			0.00	12042.50	12042.50	0.00	0.00
***			0.00	12042.50	12042.50	0.00	0.00

Bank. Beg-Mo-Bal.. Mtd-Receipts Mtd-Withdr.. Mtd-Adjust.. Balance.....

CS	0.00	12042.50	12042.50	0.00	0.00
***	0.00	12042.50	12042.50	0.00	0.00

FirstMerit Bank, N.A.  
 295 FirstMerit Circle  
 Akron Ohio 44307-2359

**FIRSTMERIT**  
 Bank

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DEC 5 2013

ADVISOR OF RIGHTS  
 NORTH CANTON, OHIO

Statement Period  
 Nov 1, 2013 to  
 Nov 30, 2013  
 Primary Account

MAYOR CITY OF NORTH CANTON  
 145 N MAIN ST  
 N CANTON OH 44720-2501

Questions?  
 1-888-554-4362

A

147658 - 33

4

**Summary of Accounts**

**Deposit Accounts**

INTEREST CHECKING	[REDACTED]	12,105.46
<b>Total Deposit Accounts</b>		<b>12,105.46</b>

**INTEREST CHECKING**

MAYOR CITY OF NORTH CANTON

**Account Summary**

Beginning Balance as of Nov 1, 2013	17,319.43
13 Deposits and Credits	12,557.00
3 Withdrawals and Debits	17,771.47
Interest Paid	0.50
Ending Balance as of Nov 30, 2013	12,105.46

**Checks**

Date	Number	Amount	Date	Number	Amount
Nov 18	2009	180.00 ✓	Nov 13	2011 #	12,614.47 ✓
<b>Total Checks</b>		<b>12,794.47</b>			
<b>Total Number of Checks</b>		<b>2</b>			

# Indicates there is a gap between check numbers

**Other Transactions**

Date	Description	Withdrawals	Deposits
Nov 4	PAYPAL TRANSFER		520.00
Nov 5	DEPOSIT		1,570.00
Nov 7	PAYPAL TRANSFER		680.00
Nov 7	DEPOSIT		422.00
Nov 12	DEPOSIT		1,798.00
Nov 12	PAYPAL TRANSFER		697.00
Nov 12	PAYPAL TRANSFER		274.00
Nov 13	8201OHOTOSREPRT REPROT EFT	4,977.00 ✓	
Nov 18	DEPOSIT		2,277.00
Nov 18	PAYPAL TRANSFER		400.00

**Other Transactions (continued)**

Date	Description		Withdrawals	Deposits
Nov 20	PAYPAL	TRANSFER		664.00
Nov 21	DEPOSIT			1,343.00
Nov 25	PAYPAL	TRANSFER		310.00
Nov 27	DEPOSIT			1,602.00
Nov 29	Interest Paid			.50

**Daily Balance Information**

Date	Balance	Date	Balance	Date	Balance
Oct 31	17,319.43	Nov 12	23,280.43	Nov 21	10,192.96
Nov 4	17,839.43	Nov 13	5,688.96	Nov 25	10,502.96
Nov 5	19,409.43	Nov 18	8,185.96	Nov 27	12,104.96
Nov 7	20,511.43	Nov 20	8,849.96	Nov 29	12,105.46

**Interest Detail**

Interest Paid Year-to-Date	5.33	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.50	Days in this Period	30
Interest Earned this Period	0.50		

**NOTE**

ALL CHECKS ARE LISTED AS PAID AS OF THE POSTING DATE. IN THE EVENT A CHECK IS RETURNED, THE REVERSING ENTRY WILL SHOW AS A CREDIT ON THE NEXT POSTING DATE.

Failure to report discrepancies, forgeries, or alterations within 14 days may result in forfeiture of any claims.

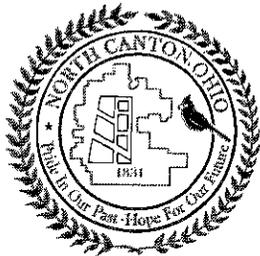
**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone the number listed on Page 1 of this statement or write using the address listed on Page 1 of this statement as soon as possible, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. For consumer accounts only, if we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

*Thank you for choosing FirstMerit as your financial partner.  
We appreciate your business.*



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: December 23, 2013  
Subject: **Contract with the Canton Law Department.**

Please place the following legislative request on the next Committee of the Whole agenda. This request is to authorize the Mayor to enter into a contract with the Canton Law Department for the term January 1, 2014 through December 31, 2015. The contract engages the Canton Law Department legal representation with the regard to criminal cases and related matters. The cost of the contract is \$39,000 for the two year term. The payments shall be divided into eight equal payments to be made on the first day of each quarter.

EMERGENCY REQUESTED  YES  NO

Respectfully,

A handwritten signature in black ink, appearing to read "Michael J. Grimes", is written over a circular stamp or seal.

Michael J. Grimes

c: Director of Finance

**RECEIVED**

**DEC 30 2013**

**COUNCIL OFFICE  
NORTH CANTON, OHIO**

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, for a period of two (2) years beginning January 1, 2014 through December 31, 2015 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, Ohio, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation by the City of Canton through its Law Department and Prosecutor's Office with regard to the prosecution of criminal cases and other related matters as provided for therein in the Canton Municipal Court, at a total cost not to exceed \$19,500 per year, payable in eight equal payments to be made on the first day of each quarter.

Section 2. That the agreement by and between the City of North Canton and the City of Canton shall be effective for a period of two (2) years beginning January 1, 2014 through December 31, 2015.

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

622 DIRECTOR OF LAW  
101.622.5225 Professional Services (Canton) \$19,500/yr.

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

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

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely effectiveness of the contract for professional services; 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

## CONTRACT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Canton, Ohio, and the City of North Canton, Ohio.

WITNESSETH:

WHEREAS, the City of Canton, through the City Law Department and the City Prosecutor's Office, provides legal representation to the City of North Canton with regard to the prosecution of criminal cases and related matters; and

WHEREAS, the parties wish to enter into contractual agreement for a period of two (2) years effective January 1, 2014 thru December 31, 2015, specifying the services to be provided by the Canton City Prosecutor's Office and the amount of compensation to be paid the City of Canton by the City of North Canton for its services;

NOW, THEREFORE, the parties do mutually agree as follows:

1. The City of Canton, Ohio, through the Law Department and City Prosecutor's Office, shall provide the following listed services in representation of the City of North Canton, Ohio, for the prosecution of criminal cases:

- a. Acceptance for prosecution of transfers pursuant to Ohio Revised Code Section 2937.08 from the Mayor's Court;
- b. Private affidavits;
- c. Unofficial prosecutor's hearings involving bad checks, domestic disputes, neighborhood disturbances and other similar problems;
- d. Preliminary hearings on felonies;
- e. Advising the municipality's police officers and its police department;
- f. Preparation of search warrants;
- g. Preparation of misdemeanor and felony summons and warrants;
- h. Issuances of trial subpoenas;
- i. Attendance at criminal court arraignments and criminal pretrials;
- j. Representation at all trials to the court and jury trials;
- k. Representation on points and refusal hearings;
- l. Representation in the appeals of any of the foregoing matters.

2. The City of North Canton shall pay to the City of Canton as and for full compensation, the sum of \$39,000.00. This amount is for services rendered from the period of January 1, 2014 thru December 31, 2015, and shall be divided into eight (8) equal payments to be made on the first day of each quarter.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

WITNESSES:

CITY OF CANTON, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Joseph Martuccio  
Law Director

\_\_\_\_\_

CITY OF NORTH CANTON

\_\_\_\_\_

BY: \_\_\_\_\_  
David Held  
Mayor

\_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Joseph Martuccio  
Canton Law Director

\_\_\_\_\_  
Timothy L. Fox  
Director of Law  
City of North Canton



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: December 26, 2013  
Subject: Legislation Authorizing Janitorial/ Cleaning Contract for the City

Requesting legislation to authorize this office to advertise and receive bids for the cleaning / janitorial services for the City of North Canton for two (2) years duration from April 1, 2014 through March 31, 2016 and to further authorize the Mayor of the City of North Canton, through the Board of Control to enter into a two (2) year cleaning / janitorial services contract.

Our current contract expires March 31, 2014. Time is required to advertise, setup times for city building walkthroughs for those bidding, receive and review bids, presentation of the bids to the Board of Control and ensure a smooth transition if a different company receives the contract. Because of this, I am requesting the legislation be passed on emergency so that the contract is in place in a timely manner.

EMERGENCY REQUESTED  YES  NO

Respectfully Submitted,

Michael J. Grimes

Cc: Finance Director Alger  
Supt. Utilities & Services Davis  
File

**RECEIVED**

**DEC 30 2013**

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to seek quotes for cleaning / janitorial services for City owned buildings for the period April 1, 2014 through March 31, 2016 for the City of North Canton, and for the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for said cleaning services, 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 Administration of the City of North Canton, be, and is hereby authorized to seek quotes for cleaning / janitorial services for City owned buildings for the period April 1, 2014 through March 31, 2016 for the City of North Canton.
- Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for said cleaning / janitorial services.
- 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 upon receipt of vouchers duly approved by the proper departmental authority from appropriations applicable thereto.
- 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 advertising and receipt of bids and in order to provide cleaning / janitorial services for the City owned buildings prior to the expiration of the current contract; 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

RECEIVED

DEC 20 2013



City of NORTH CANTON, OHIO  
145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
ADMINISTRATION  
NORTH CANTON, OHIO

LEGISLATION REQUEST

December 20, 2013

To: **Jon Snyder, President**  
City Council

Subject: **DWP Equipment Replacement - Slakers**

Requested By: [Signature]  
City Engineer

Date: 12/20/13

Approved By: [Signature]  
Director of Administration

Date: 12/20/13

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 **Drinking Water Plant Equipment Replacement – Slakers**

650.768.5230

\$ 140,000

EMERGENCY REQUESTED: Yes X No \_\_\_\_\_

RECEIVED

DEC 30 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO

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 office of the Director of Administration, for the purchase of replacement slakers for use by the City of North Canton Drinking Water Treatment Plant, and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into a contract for the purchase of said replacement slakers, 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 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 office of the Director of Administration for the purchase of replacement slakers for use by the City of North Canton Drinking Water Treatment Plant.

Section 2. That the Mayor of the City of North Canton, be, and is hereby authorized, through the Board of Control, to enter into a contract for the purchase of said replacement slakers.

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:

650	WATER REVENUE FUND	
650.768.5230	Maintenance of Equipment	\$140,000

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 purchase of said replacement slakers and to ensure continued efficient operation of the Water Treatment Plant; 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: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL



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: December 26, 2013  
Subject: Legislation Authorizing Gasoline and Diesel Fuel for the City

I am requesting legislation to authorize this office to advertise and receive bids for the purchase of Gasoline and Diesel Fuel for use by all city departments, for either a one (1) year or two (2) year period commencing June 1, 2014; and authorizing the Mayor, through the Board of Control, to enter into a contract for Gasoline and Diesel Fuel.

EMERGENCY REQUESTED    \_\_\_ YES     X  NO

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael J. Grimes", is written over a large, stylized circular flourish.

Michael J. Grimes

Cc: Finance Director Alger  
File

**RECEIVED**

DEC 30 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specification now on file in the office of the Director of Administration, and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the purchase of gasoline and diesel fuel for use by all city departments, for either a one (1) year or two (2) year period commencing June 1, 2014.

BE IT ORDINANCE BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, 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 office of the Director of Administration.
- Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the purchase of gasoline and diesel fuel for use by all city departments, for either a one (1) year or two (2) year period commencing June 1, 2014.
- 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 upon receipt of vouchers duly approved by the proper departmental authority from appropriations applicable thereto.
- 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.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL



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: December 26, 2013  
Subject: ODOT Sodium Chloride Participation Agreement 2014-2015 Season

I am requesting an ordinance authorizing the Mayor of North Canton to participate in the Ohio Department of Transportation (ODOT) Contract for the purchase of sodium chloride (rock salt) for the 2014 -2015 winter season.

Please note that we have participated in this cooperative purchase for numerous years to get the best price for salt used upon our roadways. Usually near the spring of each year the City will be notified that it may participate in the ODOT Contract. At that time the City is required within a specified time limit to submit a Participation Agreement signed by the Mayor along with the resolution or ordinance that authorizes the Mayor to enter in such agreement. Because this notice is not always issued at a certain date, I am requesting this authorization now so that there is no chance that we would miss any time requirements for participation.

EMERGENCY REQUESTED     YES     NO

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael J. Grimes", is written over a horizontal line.

Michael J. Grimes

c: Director of Finance  
Supt. Utilities & Services

**RECEIVED**

**DEC 30 2013**

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Mayor of the City of North Canton to submit a Participation Agreement and request authority for the City of North Canton to participate in the Ohio Department of Transportation's ("ODOT") Contract for the purchase of sodium chloride (rock salt) for the 2014-2015 winter season.

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Board to participate in contract of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles.

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 submit and request authority for the City of North Canton to Participate in the Ohio Department of Transportation's Contract for the purchase of sodium chloride (rock salt) for the 2014-2015 winter season.

Section 2. That the Mayor is hereby authorized to agree in the name of the City of North Canton to be bound by all terms and conditions as the Director of Transportation prescribes.

Section 3. That the Mayor is hereby authorized to agree in the name of the City of North Canton to directly pay vendors, under each such contract of the ODOT in which the City of North Canton participates.

Section 4. That the City of North Canton agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of North Canton releases and forever discharges the Director of Transportation and ODOT from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchase program which the City of North Canton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

Section 5. 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 7. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR  
SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

A Resolution, pursuant to Ohio Revised Code Section 5705.03(B), requesting the Stark County Auditor to certify to the Council of the City of North Canton, Stark County, Ohio, the total current tax valuation of the City of North Canton, Stark County, Ohio, and the dollar amount of revenue that would be generated for a new tax of one and one-half (1.5) mills, pursuant to Ohio Revised Code Sections 5705.19, 5705.191 and 5705.25, for parks and recreational purposes in the City of North Canton, for a period of five (5) years, tax years 2014, 2015, 2016, 2017, and 2018, commencing in 2014, first due in calendar year 2015, and declaring the same to be an emergency.

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

WHEREAS, Ohio Revised Code Section 5705.03(B) requires the taxing authority of each subdivision to certify to its county auditor a resolution or ordinance requesting that the county auditor certify to the taxing authority the total current tax valuation of the subdivision, and the number of mills required to generate a specified amount of revenue, or the dollar amount of the revenue that would be generated by a specified number of mills prior to submitting any tax levy to the voters of the subdivision; and

WHEREAS, upon due investigation and consideration, Council of the City of North Canton has determined, that the amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the City and that it is therefore necessary to levy a tax in excess of that limitation for City parks and recreational purposes; and

WHEREAS, by reason thereof, this Council has determined that it will be necessary to tax one and one-half (1.5) mills, which is in excess of the ten-mill limitation, for the purpose of providing additional funds for parks and recreational purposes in the City of North Canton for a period of five (5) years, tax years 2014, 2015, 2016, 2017, and 2018, commencing in 2014, first due in calendar year 2015; and

WHEREAS, Council has determined that it is necessary to submit to the voters at the election to be held May 6, 2014, the question of new one and one-half (1.5) mills for City parks and recreational purposes, as authorized by Ohio Revised Code paragraph 5705.19(H); and

WHEREAS, Council has further determined that submission of the question of a one and one-half (1.5) mills tax levy for City parks and recreational purposes is necessary for the City's proper financial operations, that each of those are directly related to the City's overall requirement to maintain and preserve the City's peace, health, and safety; and in order to submit aforesaid tax levy to the Stark County Board of Elections on or before the February 5, 2014 filing deadline for having said levy placed on the ballot for the election to be held on May 6, 2014.

NOW THEREFORE, BE IT RESOLVED THAT the Council of the City of North Canton, Stark County, Ohio, on behalf of City of North Canton, and as taxing authority for said City, does hereby determine that it is necessary to levy a tax, outside the ten (10) mill limitation for the purpose of providing additional funds for the City's parks and recreational purposes, for a period of five (5) years, tax years 2014, 2015, 2016, 2017, and 2018, commencing in 2014, first due in calendar year 2015.

BE IT FURTHER RESOLVED THAT the Council of the City of North Canton, as the City's taxing authority, pursuant to Ohio Revised Code Section 5705.03(B), does hereby certify to the Stark County Auditor this Resolution requesting that the Auditor certify to this taxing authority the City's current tax valuation and the dollar amount of revenue that would be generated by a new tax of one and one half (1.5) mills for City parks and recreational purposes, for a period of five (5) years, tax years 2014, 2015, 2016, 2017, and 2018, commencing in 2014, first due in calendar year 2015, and pursuant to Ohio Revised Code Sections 5705.19, 5705.191 and 5705.25, authorizing submission of the question of a new tax at the May 6, 2014 primary election.

BE IT FURTHER RESOLVED THAT the Clerk of Council, be, and is hereby directed and authorized to certify this Resolution to the Stark County Auditor pursuant to the provisions of Section 5705.03(B) of the Ohio Revised Code, and to proceed with all things necessary to be done in order to accomplish the purpose of this Resolution and the requirements of Section 5705.03(B) of the Ohio Revised Code.

BE IT FURTHER RESOLVED THAT it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Council and that all deliberations of the Council that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

That this Resolution is hereby declared to be an emergency measure necessary for City's proper financial operations, as well as the immediate preservation of the health, safety and peace of the City of North Canton, and further necessary in order to submit the question of a new tax on the ballot of the May 6, 2014, primary election; wherefore, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL