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

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

NOTICE OF MEETINGS

PUBLIC HEARINGS

Notice is hereby given that a public hearing will be held by the Council of the City of North Canton, Monday, February 24, 2014 at 6:20 p.m. in Council Chambers at North Canton City Hall.

The purpose of the hearing will be to establish zoning for the recently annexed Walsh/Gressel property area.

The North Canton Planning Commission, at its December 4, 2013 meeting, recommended that the area be zoned P&I, Park and Institutions.

North Canton City Council will take final action on the above issues at its Committee of the Whole and, if necessary, City Council meeting, at date(s) following the public hearing.

Notice is hereby given that North Canton City Council will hold public hearings on Monday, February 24, 2014, starting at 6:30 p.m. in Council Chambers at North Canton City Hall. Any person interested in the following subjects will be provided an opportunity to be heard:

- Maple Street Commerce, LLC requests an amendment to the North Canton Zoning Ordinance for the premises located on East Maple Street, Parcel No. 9209516, permitting its zoning classification to be changed from OB, Office Business District, to a Mixed Use Overlay District;

- Maple Street Commerce, LLC requests an amendment to the North Canton Zoning Ordinance for the premises located on East Maple Street, Parcel No. 10000415, permitting its zoning be changed part OB, Office Business District and part R-2F, Residential Two-Family District, to entirely OB, Office Business;

- Maple Street Commerce, LLC requests an amendment to the North Canton Zoning Ordinance for the premises located on East Maple Street, Parcel No. 10000415, permitting its zoning classification to be changed from OB, Office Business District, to MUO, Mixed Use Overlay District.

- Maple Street Commerce, LLC requests an amendment to the North Canton Zoning Ordinance for the premises located on East Maple Street, Parcel No. 10000416, permitting its zoning classification to be changed from OB, Office Business District, to MUO, Mixed Use Overlay District.

- The North Canton Planning Commission requests an amendment to the North Canton Zoning Ordinance Section 1135.05(e) Site Development Regulations, to delete Notes (a)(b).

The North Canton Planning Commission, at its November 13, 2013 meeting, by a voice vote 5-yes and 0-no, in accordance with Section 1127 Establishment of Districts and Map; and Section 1138 Mixed Use Overlay District Regulations, recommended that MOU, Mixed Use Overlay District be applied to said properties.

The North Canton Planning Commission, at its November 13, 2013 meeting, by a voice vote 5-yes and 0-no, recommended that Parcel No. 10000415 be rezoned in its entirety to OB, Office Business District.

The North Canton Planning Commission, at its December 4, 2013 meeting, by a voice vote 4-yes and 0-no, recommended that Section 1135.05(e) Site Plan Development Regulations, be amended to delete Notes (a)(b).

Final action thereon, according to law, will be taken by the Council of the City of North Canton subsequent to the date of said public hearing.

North Canton City Council will meet as a Committee of the Whole **Monday, February 24, 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

Mutual Economic Development Agreement
Marcia Kiesling

2. Park & Recreation Committee

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

a. Discussion – Resurfacing Tennis Courts
Doug Foltz

b. Waiver of Rental Fee – Dogwood Shelter
Doug Foltz

3. 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 – January, 2014
Jon Snyder

b. Donation of City Property – Educational Purposes
Jon Snyder

c. Health Care Initiative
Jon Snyder

Council Meeting Agenda
Monday, February 24, 2014
Immediately following the Committee of the Whole

1. Call to Order

2. Opening Prayer: Pastor Gary Plauger, Hope Family Church

3. Pledge of Allegiance

4. Roll Call

5. Consideration

6. Committee Minutes

7. Recognition of Visitors

OLD BUSINESS:

8. **Ordinance No. 18-14 – 2nd Reading – Finance & Property**
An ordinance to make appropriations for current expenses and other expenditures of the City of North Canton, Ohio, for the period beginning January 1, 2014, and ending December 31, 2014, and declaring the same to be an emergency.

9. **Ordinance No. 19-14 – 2nd Reading – Finance & Property**
An ordinance authorizing the Mayor of the City of North Canton to enter into an agreement and, provided there are no additional costs to or burdens upon the City, to take all actions necessary to accept the donation of real property from Sandra K. Kean, and known as Parcel No. 9200116, City Lot 2781, located in the City of North Canton and contiguous to Price Park.

10. **Resolution No. 21-14 – 2nd Reading – Community & Economic Development**
A 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.

NEW BUSINESS:

11. **Resolution No. 22-14 – 1st Reading – Community & Economic Development**
A 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.

REPORTS – COUNCIL:

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Dan Griffith	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Jon Snyder	Ward 4		

REPORTS:

Director of Law	Director of Finance	Director of Administration
Mayor	City Engineer	

FINAL CALL FOR NEW BUSINESS:

ADJOURN:

Gail M. Kalpac
Clerk of Council

2/20/14-gmk

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CITY OF NORTH CANTON
COUNCIL OFFICE

LEGAL NOTICE

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North Canton City Council will take final action on the above issue at its Committee of the Whole and, if necessary, City Council meeting, at date(s) following the public hearing.

BY ORDER OF THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Gail M. Kalpac
Clerk of Council

Published in the Repository: January 17, 2014

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that North Canton City Council will hold public hearings on Monday, February 24, 2014, starting at 6:30 p.m. in Council Chambers at North Canton City Hall. Any person interested in the following subjects will be provided an opportunity to be heard:

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- The North Canton Planning Commission requests an amendment to the North Canton Zoning Ordinance to Section 1135.05(e) Site Development Regulations, by deleting Notes (a)(b).

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The North Canton Planning Commission, at its December 4, 2013 meeting, by a voice vote 4-yes and 0-no, recommended that Section 1135.05(e) Site Plan Development Regulations, be amended to delete Notes (a)(b).

Final action thereon, according to law, will be taken by the Council of the City of North Canton subsequent to the date of said public hearing.

BY THE ORDER OF THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

Gail M. Kalpac
Clerk of Council

Published in the Repository: January 17, 2014
g:\public hearings\parcels 9209516, 10000415, 10000416 mou district.docx

RECORD OF ORDINANCES

C/W: 2/24/14
Item 1

Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. _____ Passed _____, 20____

2/6/14-gmk
(Community & Economic Development)

Resolution No. 22-14

A 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"), which is attached hereto as "Exhibit A," and is incorporated herein by this reference, 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, which Agreement is attached hereto as "Exhibit A," and is incorporated herein by this reference.

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.

North Canton, OH
Passed:

_____
MAYOR

SIGNED: _____, 2014

ATTEST:

_____
CLERK OF COUNCIL

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, (sometimes together referred to as "the Townships"), 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 (hereinafter, Jackson, Plain, North Canton, and Canton may be referred to collectively as "the Parties").

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 cooperative economic development, the allocation and/or sharing of tax revenues should such development occur, and the cooperation for provisions 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 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; and

WHEREAS, Jackson has agreed to enter into this Agreement, pursuant to Resolution No. _____ dated _____, 2014; and

WHEREAS, Plain has agreed to enter into this Agreement, pursuant to Resolution No. _____, dated _____, 2014; and

WHEREAS, North Canton has agreed to enter into this Agreement, by Ordinance No. _____, dated _____, 2014; and

WHEREAS, Canton has agreed to enter into this Agreement, by Ordinance No. _____, dated _____, 2014;

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 38th 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, and incorporated herein by this reference, "Exhibit A" is a map depicting, by the color green, the approximate area of the Property.

ARTICLE 2

ANNEXATION

A. The Parties agree that whenever any of the Property is annexed into North Canton or Canton in accordance with the terms and conditions of this Agreement, 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 that if they intend to engage in any annexation of the Property contained in Jackson or Plain Townships, they will provide prior written notice to Jackson and Plain Townships and will first negotiate in good faith with said Townships for an agreed annexation or some other means of economic development such as a Joint Economic Development District (JEDD) or Joint Economic Development Zone (JEDZ).

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 in a similar manner if one party obtains a property owner 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. If the Parties negotiate concerning annexation as set forth above in Article 2, North

Canton and Canton agree to consider in good faith the Townships' position that 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 further agreed that if the Parties negotiate concerning annexation as set forth above in Article 2, North Canton and Canton agree to consider in good faith the Townships' position that the relevant portion of 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. If the Parties negotiate concerning annexation as set forth above in Article 2, North Canton and Canton agree to consider in good faith the Townships' position that during the term of this Agreement that the Townships should receive 100% of the tax revenue they 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 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 Township 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. If the Parties negotiate concerning annexation as set forth above in Article 2, North Canton and Canton agree to consider in good faith the Townships' position 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, 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 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 Ohio Revised Code 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. If the Parties negotiate concerning annexation as set forth above in Article 2, North Canton and Canton agree to consider in good faith the Townships' position that North Canton and Canton should pay on a quarterly basis two-thirds (2/3) of any and all new income tax, one-third (1/3) to Jackson or Plain, based upon the location of the annexation, 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, based upon the location of the annexation, 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 expenses 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 Ohio 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.

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 that 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.

Upon annexation, if agreed in writing at that time by the annexing city, Jackson and Plain shall exclusively provide the following services to the Property located in their township: public street and road maintenance and repair, parks and recreation. Upon annexation, if agreed in writing at that time by the annexing city, the Parties shall agree to use automatic/mutual aid for police, fire, and emergency medical services.

C. Roadway Maintenance.

Upon annexation, if agreed in writing at that time by the annexing city, 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 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 50 years after the last parcel contained in the Property is annexed by North Canton or Canton.

B. This Agreement will be renewed for an additional 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 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 90 days from the

receipt of that notice to cure the breach. If the breach has not been cured within that 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 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 pertaining to this Agreement 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 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 the 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 a provision contained in this Agreement is 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. The Parties intend that this Agreement conform to Ohio Revised Code Section 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

By: _____
William J. Healy, II, Mayor

Date: _____

BOARD OF TRUSTEES OF JACKSON TOWNSHIP, STARK COUNTY, OHIO

By: _____
Todd J. Hawke, President

By: _____
James N. Walters, Vice President

By: _____
John E. Pizzino, 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: _____
Scott M. Haws, President

By: _____
Louis P. Giavasis, 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

C/W: 2/24/14
Item 2a

Request: North Canton City Schools: Tennis Court Replacement Project

Bids: Vasco - $160,000

Total Tennis, Inc. - $110,000

http://www.totaltennisinc.com/

1. Take out existing asphalt trying to leave as much stone as possible
2. Evaluate the existing stone and add stone as needed and regrade.
3. Supply and install ground sleeves in new net post footers.
4. Supply and install 1 ½ inches of #402 Asphalt
5. Supply and Install Paving Fabric.
6. Supply and Install 1 ½ inches of #404 Asphalt

Basic Color Coating System for New Asphalt:

7. Apply one coat of acrylic resurfacer for a uniform playing base.
8. Apply two coats of Combination Surface. This is a factory blend of filler material and 100% acrylic color finish for full depth of texture and color.
9. Apply one coat of 100% acrylic color finish for a durable wearing surface.
10. Paint new lines using acrylic textured line paint in order to match the texture of the playing surface.

Effort will be taken to make the existing fence work with any new grades.

Recent Similar Work by TTI: ATP Pro Tennis Complex at Kings Island, New Albany CC, Scioto CC, Ohio State University, Ohio University, Denison U., Kenyon College, Oberlin College, Upper Arlington HS, New Albany HS, Hillsboro HS, Cities of Upper Arlington, Cincinnati, Hilliard and Dublin, and numerous other Clubs, Cities, Schools, Apartments and Private Courts since 1985.

Respectively Submitted By: Jim Lathrop Total Tennis, Inc.

****

Given the current conditions of state funding for schools and municipalities, it is more imperative than ever for to work together. The tennis courts at the rear of Hoover High School were installed in approximately 1997 as a cooperative effort between the school district, the City of North Canton, and The Sideliners. These five courts represent the only courts on the north side of the East/West Maple Street divider, and with five courts together, local residents can know with a higher level of certainty that one of the courts will be available at a desired time. While financial constraints may affect the city's ability to keep all tennis courts in top condition, this is an opportunity to provide city residents with first-rate courts at a fraction of the price. Our request is that the City of North Canton would approve funding for 1/3 of this project, $36,667.

C/W: 2/24/14
Item 2b

RECORD OF ORDINANCES

Dayton Legal Blank, Inc. Form No. 30833

Ordinance No. 31-13 Passed May 13, 20 13

5/7/13-gmk
(Park & Recreation)

Ordinance No. 31-13

An ordinance establishing rental rates and policies for the rental of the North Canton Dogwood Park Shelter, located at 241 Seventh Street, NE, repealing Ordinance 125-05, and any and all legislation inconsistent with this ordinance, 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 the rental rates and policies for the rental of the North Canton Dogwood Park Shelter located at 241 Seventh Street, NE, be, and the same are hereby established as follows:

Daily Rate:	One-half of Shelter	$100.00
	Entire Shelter	$175.00

Section 2. That the following security deposit rate for the Dogwood Park Shelter, be, and is hereby established and applied at the discretion of the Director of Administration.

Security Deposit Rate:	One-half of Shelter	$ 20.00
	Entire Shelter	$ 40.00

Section 3. That there be, and is hereby established a key deposit rate of $5.00.

Section 4. That games of chance shall be permitted at the North Canton Dogwood Park Shelter if the renter complies with the laws of the State of Ohio.

Section 5. That Ordinance No. 125-05 and any and all legislation passed previously and inconsistent with this ordinance, be, and the same is hereby repealed.

Section 6. That said rental rates for the North Canton Dogwood Park Shelter shall be for new reservations made after the effective date of this Ordinance.

Section 7. 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 8. 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 implementation of the rental rates for the North Canton Dogwood Park Shelter; 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: 5/13/13

MAYOR

SIGNED: 5-13, 2013

ATTEST:
CLERK OF COUNCIL

g:\2013 legislation\31-13 dogwood shelter rental rates.docx

RECEIVED
JAN 2 1 2014
ADMINISTRATION
NORTH CANTON, OHIO

Jamie Dannemiller,
North Canton Jaycee
500 Bachtel St SE
North Canton, OH 44720
January 16, 2014

City of North Canton
Administration
145 N Main St,
North Canton, OH 44720

Dear City Council:

The North Canton Jaycees' would like to request permission to rent half of the Dogwood facility along with the park for the annual Easter Egg Hunt on April 19th, 2014.

We would like to request that the cost of the rental be waived for our organization.

Thank you in advance for your support.

Sincerely,

Jamie Dannemiller
North Canton Jaycee
(330) 499-2587 ext. 303 (work)
(330) 354-0147 (cell)

RECEIVED
JAN 2 1 2014
COUNCIL OFFICE
NORTH CANTON, OHIO

C/W: 2/24/14
Item 3a

ACCOUNT	NAME	AMOUNT
CC	COURT COSTS	6,209.00
COMP	COMPUTER ACCOUNT	560.00
IDAC	INDIGENT ALCOHOL	138.00
IDSF	Indigent Defense Support Fund	2,515.00
LOCDFT	LOCAL DEFAULT	159.00
MVCC	MOVING VIOLATION COURT COST	322.00
OF	ORDNCE FINE	3,602.00
OP	OVERPAYMENTS	75.00
SBD	SEAT BELT-DRIVER STATE FINE	440.00
STDFT	STATE DEFAULT	123.00
VC	VICTIM CRIME	923.00
	TOTAL	15,066.00

RECEIVED
FEB 11 2014
COUNCIL OFFICE
NORTH CANTON, OHIO

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

FIRSTMERIT.
Bank

Statement Period
Jan 1, 2014 to
Jan 31, 2014
Primary Account
[redacted]

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

Questions?
1-888-554-4362

A

146301 - 33

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Summary of Accounts

Deposit Accounts

INTEREST CHECKING	[redacted]	14,424.42
Total Deposit Accounts		**14,424.42**

INTEREST CHECKING [redacted] MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of Jan 1, 2014	12,037.86
17 Deposits and Credits	15,666.00
4 Withdrawals and Debits	13,279.90
Interest Paid	0.46
Ending Balance as of Jan 31, 2014	14,424.42

Checks

Date	Number	Amount	Date	Number	Amount
Jan 17	2015	130.50	Jan 22	2018 #	75.00
Jan 14	2016	9,239.90			
Total Checks		**9,445.40**			
Total Number of Checks		**3**			

# Indicates there is a gap between check numbers

Other Transactions

Date	Description		Withdrawals	Deposits
Jan 2	DEPOSIT			610.00
Jan 2	PAYPAL	TRANSFER		360.00
Jan 2	PAYPAL	TRANSFER		260.00
Jan 7	DEPOSIT			1,711.00
Jan 9	DEPOSIT			1,896.00
Jan 9	PAYPAL	TRANSFER		660.00
Jan 13	PAYPAL	TRANSFER		883.00
Jan 14	DEPOSIT			1,020.00
Jan 14	8201OHIOTOSREPRT REPROT EFT		3,834.50	

Other Transactions (continued)

Date	Description		Withdrawals	Deposits
Jan 16	DEPOSIT			1,073.00
Jan 16	PAYPAL	TRANSFER		899.00
Jan 16	PAYPAL	TRANSFER		130.00
Jan 21	PAYPAL	TRANSFER		89.00
Jan 22	DEPOSIT			2,080.00
Jan 24	DEPOSIT			688.00
Jan 24	PAYPAL	TRANSFER		130.00
Jan 27	PAYPAL	TRANSFER		490.00
Jan 31	DEPOSIT			2,687.00
Jan 31	Interest Paid			.46

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Dec 31	12,037.86	Jan 14	6,363.46	Jan 22	10,428.96
Jan 2	13,267.86	Jan 16	8,465.46	Jan 24	11,246.96
Jan 7	14,978.86	Jan 17	8,334.96	Jan 27	11,736.96
Jan 9	17,534.86	Jan 21	8,423.96	Jan 31	14,424.42
Jan 13	18,417.86				

Interest Detail

Interest Paid Year-to-Date	0.46	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.46	Days in this Period	31
Interest Earned this Period	0.46		

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.

Trans#.. Name.....	Date....	Check...	Bank.	Amount....	Accts	Dist. Amts
CMC CANTON MUNICIPAL COURT	02-10-14	002019	CS	144.00	IDAC	144.00
CITY CITY OF NORTH CANTON	02-10-14	002020	CS	10572.46	OF	3602.00
					CC	6325.00
					INT	0.46
					OP	75.00
					COMP	570.00
ST STATE	02-10-14	002021	CS	4350.00	SBD	440.00
					IDSF	2615.00
					MVCC	336.00
					VC	959.00
***				15066.46		15066.46

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	6209.00	6325.00	116.00	0.00
CS	COMP	COMPUTER ACCOUNT	0.00	560.00	570.00	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	138.00	144.00	6.00	0.00
CS	IDSF	Indigent Defense Support Fund	0.00	2515.00	2615.00	100.00	0.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.46	0.46	0.00	0.00
CS	LOCDFT	LOCAL DEFAULT	0.00	159.00	0.00	-159.00	0.00
CS	MVCC	MOVING VIOLATION COURT COST	0.00	322.00	336.00	14.00	0.00
CS	OF	ORDNCE FINE	0.00	3602.00	3602.00	0.00	0.00
CS	OP	OVERPAYMENTS	0.00	75.00	75.00	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	RELFEE	FORFEITURE RELEASE FEE	0.00	0.00	0.00	0.00	0.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	440.00	440.00	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	123.00	0.00	-123.00	0.00
CS	VC	VICTIM CRIME	0.00	923.00	959.00	36.00	0.00
***			0.00	15066.46	15066.46	0.00	0.00
***			0.00	15066.46	15066.46	0.00	0.00

C/W: 2/24/14
Item 3b

CITY OF NORTH CANTON

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

Michael J. Grimes
Director of Administration

Legislation Request

To: Jon Snyder, Council President

Date: February 10, 2014

Subject: Donation of City Property – Educational Purposes

I am requesting to place on the next available Council Agenda legislation requesting to authorize the Mayor of the City of North Canton to donate the below named municipal fire equipment. This equipment is no longer needed for public use as it is obsolete and not certified for duty.

Normally this equipment would be destroyed and discarded, however Canton City Schools and Portage Lakes Career Center have educational classes for students who want to enter the field of Emergency Services that could use this equipment in a non-fire teaching environment. The property would be turned over to the named schools after an agreement is signed with the City understanding that this equipment is no longer certified for firefighting use of any type.

I should mention that the instructors for the schools who currently teach these educational classes are also volunteer / paid North Canton firefighters (John Kastor and Cliff Lee).

Fire Chief John Bacon has asked if the property can be turned over for educational use instead of being destroyed. The property in question has no value to the City and if not discarded to the schools for educational purposes it will be cut up and discarded by the Fire Department.

I believe Ohio Revised Code # 721.15 (C) is the vehicle that authorizes the disposition of this type of property. No emergency requested on this issue.

Property: **Canton would receive 5 Jackets, 4 pants**
Portage Lakes Career Center 4 jackets and 4 pants

Respectfully Submitted,

Michael J. Grimes

RECEIVED
FEB 10 2014
COUNCIL OFFICE
NORTH CANTON, OHIO

Copy: File / Fire Chief Bacon / Law Director Fox

721.15 Disposition of property unneeded, obsolete or unfit for municipal purposes.

(A) Personal property not needed for municipal purposes, the estimated value of which is less than one thousand dollars, may be sold by the board or officer having supervision or management of that property. If the estimated value of that property is one thousand dollars or more, it shall be sold only when authorized by an ordinance of the legislative authority of the municipal corporation and approved by the board, officer, or director having supervision or management of that property. When so authorized, the board, officer, or director shall make a written contract with the highest and best bidder after advertisement for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the municipal corporation or as provided in section 7.16 of the Revised Code, or with a board of county commissioners upon such lawful terms as are agreed upon, as provided by division (B)(1) of section 721.27 of the Revised Code.

(B) When the legislative authority finds, by resolution, that the municipal corporation has vehicles, equipment, or machinery which is obsolete, or is not needed or is unfit for public use, that the municipal corporation has need of other vehicles, equipment, or machinery of the same type, and that it will be in the best interest of the municipal corporation that the sale of obsolete, unneeded, or unfit vehicles, equipment, or machinery be made simultaneously with the purchase of the new vehicles, equipment, or machinery of the same type, the legislative authority may offer to sell, or authorize a board, officer, or director of the municipal corporation having supervision or management of the property to offer to sell, those vehicles, equipment, or machinery and to have the selling price credited against the purchase price of other vehicles, equipment, or machinery and to consummate the sale and purchase by a single contract with the lowest and best bidder to be determined by subtracting from the selling price of the vehicles, equipment, or machinery to be purchased by the municipal corporation the purchase price offered for the municipally-owned vehicles, equipment, or machinery. When the legislative authority or the authorized board, officer, or director of a municipal corporation advertises for bids for the sale of new vehicles, equipment, or machinery to the municipal corporation, they may include in the same advertisement a notice of willingness to accept bids for the purchase of municipally-owned vehicles, equipment, or machinery which is obsolete, or is not needed or is unfit for public use, and to have the amount of those bids subtracted from the selling price as a means of determining the lowest and best bidder.

(C) If the legislative authority of the municipal corporation determines that municipal personal property is not needed for public use, or is obsolete or unfit for the use for which it was acquired, and that the property has no value, the legislative authority may discard or salvage that property.

(D) Notwithstanding anything to the contrary in division (A) or (B) of this section and regardless of the property's value, the legislative authority of a municipal corporation may sell personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by internet auction. The legislative authority shall adopt, during each calendar year, a resolution expressing its intent to sell that property by internet auction. The resolution shall include a description of how the auctions will be conducted and shall specify the number of days for bidding on the property, which shall be no less than ten days, including Saturdays, Sundays, and legal holidays. The resolution shall indicate whether the municipal corporation will conduct the auction or the legislative authority will contract with a representative to conduct the auction and shall establish the general terms and conditions of sale. If a representative is known when the resolution is adopted,

the resolution shall provide contact information such as the representative's name, address, and telephone number.

After adoption of the resolution, the legislative authority shall publish, in a newspaper of general circulation in the municipal corporation or as provided in section 7.16 of the Revised Code, notice of its intent to sell unneeded, obsolete, or unfit municipal personal property by internet auction. The notice shall include a summary of the information provided in the resolution and shall be published twice. The second notice shall be published not less than ten nor more than twenty days after the previous notice. A similar notice also shall be posted continually throughout the calendar year in a conspicuous place in the offices of the village clerk or city auditor, and the legislative authority . If the municipal corporation maintains a web site on the internet, the notice shall be posted continually throughout the calendar year at that web site.

When the property is to be sold by internet auction, the legislative authority or its representative may establish a minimum price that will be accepted for specific items and may establish any other terms and conditions for the particular sale, including requirements for pick-up or delivery, method of payment, and sales tax. This type of information shall be provided on the internet at the time of the auction and may be provided before that time upon request after the terms and conditions have been determined by the legislative authority or its representative.

Amended by 129th General AssemblyFile No.28,HB 153, §101.01, eff. 9/29/2011.

Amended by 128th General AssemblyFile No.9,HB 1, §101.01, eff. 10/16/2009.

Effective Date: 01-25-2002; 11-05-2004; 04-27-2005

An ordinance declaring that certain Fire Department equipment owned by the City of North Canton, Ohio, is no longer required for municipal purposes; and, authorizing the Mayor of the City of North Canton to make a donation of said Fire Department equipment, namely, 5 jackets and 4 pairs of pants to Canton City Schools, and 4 jackets and 4 pairs of pants to the Portage Lakes Career Center, 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 it is hereby declared that certain Fire Department equipment; namely, 9 jackets and 8 pairs of pants, owned by the City of North Canton is no longer required for municipal purposes, does not exceed $1,000 in estimated value and was not purchased with grant funds.

Section 2. That the Mayor of the City of North Canton, be, and is hereby authorized to make a donation of Fire Department Equipment, namely, 5 jackets and 4 pairs of pants to Canton City Schools for their students who want to enter the field of emergency services.

Section 3. That the Mayor of the City of North Canton, be, and is hereby authorized to make a donation of Fire Department equipment, namely, 4 jackets and 4 pairs of pants to the Portage Lakes Career Center for their students who want to enter the field of emergency services.

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 resolution.

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 donation of the jackets and pants to Canton City Schools and Portage Lakes Career Center for their emergency services programs; 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.

DRAFT

C/W: 2/24/14
Item 3c

An ordinance amending the health insurance benefits provided to North Canton's elected officials such that an elected official may receive single-rate, City-paid health insurance benefits only when the elected official does not have health insurance benefits provided by the elected official's full-time employer; that single-rate, City-paid health insurance benefits for elected officials shall be provided only as primary, and not as a secondary form of health insurance; and that City-paid health insurance benefits are not provided to elected officials' family members unless an elected official's spouse is also a City employee and entitled to City-paid health insurance benefits, 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 North Canton's City Council has determined that proposed initiative ordinance, Stark County Issue 5, 2012, is void as it is in contravention to the City's Charter.

Section 2. That although fatally flawed, North Canton's City Council believes the proposed initiative ordinance may be the desire of the City's electorate, and therefore, having the legal authority to do so, Council wishes to enact the proposed ordinance itself.

Section 3. That for the reasons described above, health insurance benefits provided to North Canton's elected officials are hereby amended such that an elected official may receive-single rate, City-paid health insurance benefits only when the elected official does not have health insurance benefits provided by the elected official's full-time employer; that single-rate, City-paid health insurance benefits for elected officials shall be provided only as primary, and not as a secondary form of health insurance; and that City-paid health insurance benefits are not provided to elected officials' family members unless an elected official's spouse is also a City employee and entitled to City-paid health insurance benefits.

Section 4. That Council authorizes the Director of Finance to draw funds for the payment of elected officials' health insurance benefits only as outlined above.

Section 5. That, if any 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 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, and safety of the City of North Canton, and further necessary to timely amend the health insurance policies for the City's elected officials; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this

DRAFT

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

DRAFT

RECORD OF PROCEEDINGS – COMMITTEE OF THE WHOLE

Summary of Meeting Minutes: FINANCE & PROPERTY COMMITTEE MEETING
Held: Wednesday, January 29, 2014

North Canton City Council, met as a Committee of the Whole, Wednesday, January 29, 2014, at 7:00 p.m. in the Council Chambers at North Canton City Hall. The purpose of the meeting will be to discuss the 2014 permanent budget.

The following council members were present for the meeting: Cerreta, Foltz, Griffith, Kiesling, Peters, Snyder, and Werren

Also present were: Mayor Held, Director of Administration Grimes, Director of Law Fox, Director of Finance Alger, City Engineer Benekos, Director of Permits & Development Bowles, Police Chief Wilder, Fire/EMS Chief Bacon, Assistant Fire Chief Feller, Operations Manager Rhodes, Operations Manager Hill, Operations Manager Hockensmith, Superintendent of Streets & Utilities Davis, and Clerk of Council Kalpac.

Council members are in receipt of and discussed the proposed 2014 permanent budget line item by line item to determine if additional cuts could be made.

Administrative personnel and staff members were present to answer questions and provide detailed information on the various proposed expenditures for their respective departments.

The possibility of sharing larger pieces of equipment with surrounding communities was discussed. It was determined that it might create problems with storage, maintenance, and usage. In addition, sharing Fire/EMS equipment could lower the City's ISO (Insurance Services Office) rating, which is currently at 4.

After a lengthy discussion, the meeting adjourned at 10:01 p.m. No action was taken as a result of this meeting. The 2014 permanent budget will be placed on the February 3, 2014 Committee of the Whole agenda for further consideration.

Jon Snyder, President of Council

Doug Foltz, Ward 1

Marcia Kiesling, Vice President of Council

Daniel Peters, Ward 2

Mark Cerreta, Council at Large

Stephanie Werren, Ward 3

Dan Griffith, Council at Large

Meeting Minutes: COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE MEETING
Held: February 3, 2014

The Community & Economic Development Committee of North Canton City Council, as part of the Committee of the Whole meeting, was called to order Monday, February 3, 2014 by President of Council Jon Snyder.

The following members of council responded to roll call: Chairperson Kiesling, Vice Chairperson Cerreta, Committee Members Werren, Griffith, Peters and Snyder Committee Member Foltz was not present for the meeting.

Also present were: Mayor Held (arrived shortly after the start of the meeting), Director of Administration Grimes, Director of Law Fox, Director of Finance Alger, and Clerk of Council Kalpac. City Engineer Benekos was not present for the meeting.

Mr. Snyder: May we have a motion to excuse Member Foltz.

Mr. Cerreta moved and Mrs. Werren seconded to excuse the absence of Committee Member Foltz. All members present voting:
Yes: Griffith, Kiesling, Peters, Snyder, Werren, Cerreta
No: 0

Agenda Items:

Item 1a. Establish Public Hearing Date/Time re Zoning Amendment Parcel No. 9208695 – from OB, Office Building to P&I, Park & Institutional

Item 1b. Mutual Economic Development Agreement

Mr. Snyder: First, is under Economic Development, Chairman Kiesling.

Mrs. Kiesling: Yes, first we're going to establish a public hearing for the zoning amendment on Parcel 9208695. It's the St. Luke's nursing home up on Portage. They were approved through Planning Commission – not on Portage, on Applegrove, to change a portion of their lot from Office Building to Parks and Institution, which will coincide with the rest of their building for improvements and a little bit of an addition that they plan on doing in the near future. So I'm just setting the public hearing which at this point we're going to do Monday, March 24th at 6:45 p.m. Is everybody okay with that?

Mr. Cerreta: What was the date again?

Mrs. Kiesling: Monday, March 24th.

Mrs. Werren: At 6:45?

Mrs. Kiesling: Yeah.

Mr. Snyder: More than 15 minutes?

Mrs. Kiesling: Yeah. I don't think that there's going to be any – is that spring break for us? Yeah, I'll be here.

Mr. Snyder: Okay.

Mrs. Kiesling: And the second thing, which I....

Mr. Snyder: Well prior - let's wait and we'll put that back and I'll move to finance until the Mayor is here. So if that....

Mrs. Kiesling: Maybe my second?

Mr. Snyder: Yeah, you're second one.

Mrs. Kiesling: Yeah, that's probably a good idea.

Mr. Snyder: And when the Mayor comes we can move into that.

Mr. Snyder: Okay. Thank you. Let's move back to Community and Economic Development. Chairman Kiesling.

Mrs. Kiesling: Yes, we need to decide whether we want to move ahead with the Community and Economic Development Agreement with Plain Township, the City of Canton and Jackson Township. If we want to not move ahead with it or if we want to send them an amended agreement to see if they would be willing to accept that. And at this point I don't know where we're at. We received some information and we're - we just got it today. I'm looking over it, trying to decide what's the best for the City. Am I to understand Tim, you're going to sort of draft something for us as far as if we do want to amend it?

Mr. Fox: Correct. Perhaps it's best if I summarize what you received today. The ....

Mr. Cerreta: I'd like to go through that.

Mr. Fox: Sure.

Mr. Cerreta: I think people have been waiting for this. I'd like to make a few comments though before you do that, because I've gone through this pretty extensively. And I've been waiting for this for some time now and it finally got here this afternoon. You know, we – we've - you know this firm, it says right in here that they, you know, that they've done economic development and stuff for decades. So they're very respected. And that's why we chose them, because we need someone from the outside, because sometimes things are too close to you. You need to get some outside views of some things here. And so we said we'd take a real good look at what they said. You know, looking at those pages, you know most of them are explaining what an economic development stuff is, like a JEDD (Joint Economic Development District), like a CEDA (Community Economic Development Agreement), and so on.

Mr. Fox: And the reason being for that is that ....

Mr. Cerreta: Which is good.

Mr. Fox: our request was to, one, to take a look at the economic development agreement as it currently stands. To assess that and then to provide back to North Canton, with the focal point as what's in the best interest of North Canton ....

Mr. Cerreta: Right.

Mr. Fox: And to make a determination whether or not it appeared that this would be good or maybe not so good for North Canton to enter into this type of agreement as it stands, as it's written right now. But to also do so to be able to explain it in a very basic way so that someone that's not familiar with these types of agreements, certainly our residents, you know, they vary from a retired schoolteacher or a farmer or someone that's perhaps working at minimum wage, newly married, so a great variety in education levels. And asked to just put this into a format that everyone can understand exactly what you're getting at, from the attorneys with the other municipalities to any given resident. So that's, I believe, the beginning of just explaining a little bit about what a JEDD, what a TIF (Tax Increment Financing), what a CEDA is. But then it all summed up ....

Mr. Cerreta: Yeah.

Mr. Fox: quite nicely there at the end, I believe....

Mr. Cerreta: But before you read that though, I think we need to state – and Marty's here with his camera and everything, so we've got to make sure that we – that we really support collaboration.

Mrs. Werren: Right.

Mr. Cerreta: But it has to support the people in our community and our citizens of our community to, not just now but in the future. Because we've said this before, there's been some mistakes made over the last 30 years. We look back and said what did those people do? We don't want to be those people that they're saying that to. So we need to really look at the ... So if you would go through the positives and negatives of this, the summary of what they have sent, and again this is an outside firm that is an expert at this stuff. And if you - I would like to see the positives and negatives, maybe recommendations, and the path forward. I think our citizens, we just, you know, we owe everyone that.

Mr. Fox: Of course.

Mr. Cerreta: The way we've being in this thing.

Mr. Fox: Sure.

Mr. Cerreta: So if you could read that for the record, I'd appreciate it.

Mr. Fox: And so everyone understands, this is an opinion letter from an attorney with the law firm of Brickler and Eckler. As Councilman Cerreta stated, "....they've been doing this type of work for decades..." And an attorney there, Miss Christiane Schmenk, was the foremost expert as the person recognized to give us an opinion on this within the State of Ohio. She's - you can look her bio up on their website, but basically it states that she's the former Director of Ohio Development Services Agency and she leads Brickler and Eckler's Public Finance Group. She participates in

economic development in public sector groups. She's also the former Mayor of Marysville where Honda's are manufactured. It's a small suburb north of Columbus. So she actually understands these things with the perspective of a public official for a city. And so we asked her to take a look at the JEDD that the City was asked to enter into with Plain and Jackson Township and the City of Canton and just give us her clear opinion, if she could find one based on that and a recommendation of what she saw, you know, as an outsider just looking in and with the focus of the best interest of the City of North Canton.

Mr. Peters: Hey, Tim. Can I stop you there for a minute?

Mr. Fox: Certainly.

Mr. Peters: You mentioned recommendations. I mean this is the opinion letter, but it references twice in here that the terms be changed as provided by – in the attached marked copy. We don't ....

Mr. Fox: Right. She....

Mr. Peters: Did anybody get that?

Mr. Fox: No, no. Because she simply provided a - if you wanted to enter into a JEDD and you wish that I modify this in some way, this is what I would do. And I didn't provide that because time was of the essence because we didn't have this at the end of the period. So this isn't recommending signing anything. It's – this just says whether or not it would be in the City's best interest to enter this agreement ....

Mr. Peters: Yeah, but where's the attached hard copy she's referencing?

Mr. Fox: if they thought it was. It's not provided yet, because again time was short. But I can summarize that for you. I could provide it for you tomorrow. But it simply pointed to the - perhaps the focal point that everyone was concerned about was the annexation area, and it's simply the only real alteration to that JEDD, was simply pointing out that the City would - it would not be in its best interest to enter into an economic development agreement where the cornerstone was that the City was prohibited for 50 years from annexing in the subject property within Jackson and Plain Township. The change for that, it was simply stating that the - instead of that provision, it would state that the City would agree that in the future regarding the property that was in that Exhibit that if the City wished to annex a property that was located within that area, it would agree that it would contact the municipality, the focus township, where that parcel existed, and would contact them in advance and let them know of the interest of the City in annexing the property and would agree to work with the Township fairly and reasonably in developing that parcel. That's the key provision.

Mr. Cerreta: We can discuss it. Let's go through the policy. Let's read this first and then we ....

Mr. Fox: Sure.

Mr. Cerreta: can discuss, instead of getting, you know, way ahead of ourselves.

Mr. Fox: Sure.

Mr. Griffith: Well let me - can I ask this? I mean, I - it is clear that to me, as it's been true over the last several weeks, that there is not consensus enough to proceed with the document that was passed by the other two Townships and by the City of Canton. And whether that's good or bad, that is the reality of the situation. But I would much rather debate a document that we have in front of us rather than conceptual pieces. And I don't mean to shut any discussion down in any way, but I ....

Mrs. Werren: Do you mean the document that was attached to this?

Mr. Griffith: Well I think if we're going to take what is essentially another offer ....

Mr. Fox: Well it's not. Essentially the document that you have before you is the one that you had before you before.

Mr. Griffith: Right.

Mr. Fox: This attorney was asked to look at that and make an opinion on whether it appeared in the City's best interest to enter that agreement. And if it wasn't, that there could be a proposal that they would provide ....

Mrs. Werren: Right.

Mr. Fox: that was included that if you want to move forward, perhaps this would be a route that would be in the City's best interest.

Mr. Griffith: Well I think all of us, I mean from having spoken to each one of you, are interested in trying to ....

Mrs. Werren: Work this out.

Mr. Griffith: find a way to work with the other communities.

Mrs. Werren: Right.

Mr. Griffith: We all are in consensus about that. But the way that we do that is through another document. And so I think frankly, we should wait to have this discussion until we have that document in front of us.

Mr. Fox: So you can't determine, I mean that's the point of this opinion. If it wasn't for this other matter ....

Mr. Peters: Let me back up a minute to my original question.

Mr. Fox: Right.

Mr. Peters: She references twice in this opinion letter ....

Mr. Fox: Right.

Mr. Peters: an attached, mark - marked document. Does it exist or doesn't it exist?

Mr. Fox: Yes, it exists.

Mr. Peters: Can we see it?

Mr. Fox: And that's what I said. The point was ....

Mr. Peters: Can we see it?

Mr. Fox: For whatever reason ....

Mr. Peters: Can we see it though?

Mr. Fox: this City, the City itself, its internet email capability was down until about three o'clock. I was begging for this document all day long to try to get it out. So as soon as this came out, I scanned that, provided it to the members of council so they could see it.

Mr. Peters: So we don't have it right now?

Mr. Fox: No, you don't have it in your package.

Mr. Peters: Do we have it in the building?

Mr. Fox: Yes.

Mr. Peters: Can we see it?

Mr. Griffith: Can we ....

Mr. Fox: Well sure.

Mr. Peters: Yeah. It references it twice in the opinion letter ....

Mr. Fox: Right, but....

Mr. Peters: and I think it would be fairly important and I'd like to have that in front of us so we can make....

Mr. Fox: Okay, that's fine, and I'll get that, but the point is what the attorney was looking at, what you're asking for is supplementary.

Mr. Peters: Right.

Mr. Fox: What the attorney was asked to look at was at first, was this JEDD believed to be in the City's best interest. Make that opinion and that's what's included here.

Mr. Griffith: I don't know that I would characterize it as ....

Mr. Fox: And then it states if you wish to have something separate, then I would propose something along these lines.

Mr. Griffith: I would characterize alternate language though as material. I mean if that's in fact what decision ....

Mr. Fox: Right.

Mr. Griffith: we're going to be ....

Mr. Fox: Right. If you wish to enter into something separate.

Mr. Griffith: Correct, correct.

Mr. Fox: If you don't, it's not material.

Mr. Griffith: Which I think we do. I don't think there's anybody here who says let's just let this die and not do anything.

Mr. Peters: I think everything's on the table and everything should be in front of us.

Mrs. Kiesling: Right, No.

Mr. Griffith: Right.

Mrs. Werren: A lot of people worked very hard. There are pieces we need to ....

Mr. Cerreta: Let's do this. Read this and then let's - give us that information ....

Mr. Fox: Sure.

Mr. Cerreta: so that we can look at this.

Mr. Fox: I was afraid that I didn't give you enough time to look at the 5 to 6 pages here which is kind of dense, but there is a summary. If I gave you ....

Mr. Cerreta: Well we got it really late.

Mrs. Werren: Right.

Mr. Fox: If I gave you the JEDD back with the - when you know someone goes through a Word document and they make changes ....

Mrs. Werren: Right.

Mr. Fox: and they're pulled off to the side, I don't imagine that you would get through those, but I'm assuring you that the central essence of that is simply that annexation portion, which just states that the City will agree to work with the Townships. It just won't agree to jump into a 50-year annexation agreement without any economic development that's tied to that agreement.

Mr. Griffith: So Marcia, can we actually put this on for next week then? I mean, presuming that we'll the document.

Mrs. Kiesling: I think we have to.

Mr. Griffith: And we can look at it?

Mrs. Kiesling: Plain Township has said that next Tuesday's the deadline.

Mrs. Werren: Yeah.

Mr. Cerreta: Alright, read these would you. Well let's move on here and we can get ....

Mr. Fox: Okay.

Mr. Cerreta: to that point. Those are all good things, and I agree with you 100% ....

Mr. Fox: Sure. And I don't want....

Mr. Cerreta: that we need to have that in front of us.

Mr. Fox: Yeah, anyone to think I'm hiding anything. I just want to get to the point that, that was the exercise to look at this and then if the answer is no, here's an alternative. If you don't get to no, then the issue is mute with the other portions of it. Essentially as I had mentioned, there's just a summary of what a JEDD is, and what CEDA is, and what was in the proposed agreement which everyone is aware of at this time. And there's a summary on page 5 that states the as a title, "The Possible Positive and Negative Effects on the City". It states positive, "The City is to be commended for seeking to cooperate with Canton and the Townships regarding economic development of the property." (The property thereby being the one that is in the parcel or on the map that was drawn.) "Economic Development tools such as JEDD's and TIF's have proven to be useful in accelerating development as they provide a means to finance necessary improvements particularly public infrastructure. When these tools are used in connection with specific development projects in the CEDA it is also entered into by affected political subdivisions orderly development typically occurs providing long term positive effects such as increased jobs and tax revenues for the property involved." The negative section: "The agreement is incomplete in that it is being proposed in the absence of any specific economic development projects and in the absence of any agreements by the Townships to annexation. The City is being asked to give up future rights relating to the above stated tax revenues, the provisions of services and zoning for a fifty year period without the ability to understand what it might gain in return. Because neither a specific development nor annexation is under consideration, the City currently lacks critical information that would allow it to make an informed decision whether the agreement is in the citizens' best interest. The City cannot calculate whether the agreement will have a net positive or negative return in terms of revenue, jobs, and overall economic development." The next section is

titled, "Recommendations regarding the Agreement". "Although I commend the City for its interest in cooperating with the Townships and Canton, I recommend against entering into the agreement without an accompanying plan for economic development and an agreement that includes the Townships' consent to annexation or more detailed companion agreements such as a JEDD, the City is being asked to forego too many future rights and revenue without having effective tools in place to facilitate development. As a stand-alone document, this agreement is more apply characterized as an anti-annexation agreement, not an economic development agreement." And then she goes into a paragraph which Councilman Peters had stated, ".... should the City choose to enter into an agreement, I have attached a copy with my suggested changes...." And that's if the City would wish to proceed. That is - she had a copy of the JEDD and made suggested changes, the ones that I had illustrated a couple of moments ago and that will promptly make them available to everyone. The next and it sums up in the final section stated, "Path Forward for the City". She states, "In my experience, CEDA's do not work well unless they go hand in hand with other agreements that provide for specific development, additional revenues, and enhanced services, such as an agreed annexation, a tax increment financing, a JEDD, or a development agreement with a known developer. The proposed agreement asks the City to forego future rights and revenues with incomplete knowledge of what it will mean for the City. Therefore, I recommend against entering into the agreement. Instead, I recommend that the City in partnership with the Township, and if Canton desires, seek economic development projects for the property in question, then negotiate a JEDD or similar tool with the Townships and Canton. At that time a CEDA that fully incorporates revenue sharing and service provisions could be negotiated and executed." That's it. After the meeting I imagine those in attendance would like a copy of that as well. We can make copies either after the meeting or in the morning.

Mr. Snyder: Well, since we're here discussing this, let's go and get a copy of that thing and bring it out here so we all have a copy of the suggested marked-up portion from the attorney ....

Mr. Fox: Okay we'll take a ...

Mr. Snyder: and we'll pass that out here so we can read it.

Mr. Fox: That will ....

Mr. Cerreta: I agree. I think, in good faith we should look at options to collaborate. I mean, we're not against collaborating. We're, but we are against some of the things that aren't really the best thing for our citizens at this time, like the 50 years. And from what I take on this, and again I'm no JEDD expert by far, you know maybe we need to go parcel by parcel and little bits by pieces where we know what we're getting. From what they said here, a JEDD ... is specific, you know what you're getting, and you know what you're sharing, you know what - and there's - we don't have that in this if I'm not mistaken.

Mr. Fox: That's correct. Initially when this was viewed, it was looked at upon as one central document. And then there could be attachments to this, which would be the economic development plans. And it appeared at that time that the ones that may have been, say viewed upon as happening quickly in the future, those would accompany that agreement. But as time went on it appeared that they wished to have this agreement signed and executed, entered into by all the municipalities, and then we would negotiate other agreements. But what was left out there is the uncertainty of what happens if we were unable to enter into an agreement. What the City would

lose, is it lost its right to annexation. If it couldn't enter into and agree to terms and conditions on any economic development agreements that would be paired with that agreement, the City was still out of the right to annex. And it was without any of these economic development provisions or agreements.

Mrs. Kiesling: Gail, can you help him make copies for us.

Mrs. Kalpac: Sure.

Mr. Fox: She doesn't need to help.

Mrs. Kiesling: Oh, you're okay?

Mr. Fox: Yes.

Mrs. Kiesling: Good. That's right, you know the copy code. Awesome.

Mr. Cerreta: Dave, what do you think while we're waiting over here? I mean you pretty much faced the whole team on the radio some time ago, and did a nice job of ....

Mayor Held: Yeah, thank you.

Mr. Cerreta: representing the City, by the way.

Mayor Held: But you know I didn't get the a copy of this until like 4:30 or 5:00, and you know I read through it a couple of times. And read through the agreement. I think that what she's stating is pretty clear. That and I thought that – I think that her agreement is well done. I mean, really what her goal is to find ways that we can work in cooperation with our neighbors.

Mrs. Werren: And make money.

Mayor Held: And I mean our goal is to enhance our revenue ....

Mrs. Werren: Right.

Mayor Held: And we want to maximize that. What's the best way that we can maximize it? When you look at the challenge of these agreements, there's really, I think the City and the Township are inherently at odds. The Township's goal is to preserve all of their property tax and the way that they do that is to prevent cities from annexing their property. Cities on the other hand, our revenue is not just the property tax, but when we look at future growth, we like to bring in new properties whether it's vacant property or whether it's businesses that have existing jobs, because not only will they pay property tax, but they'll be paying income tax. So that's where I think we butt heads, well that's where I know that we butt heads with the Township. So with this agreement what we hope to do, is rather than fighting over properties that the City is going to try to annex in, we come to an agreement that's a win, win for the Township and for the municipality. And my concern with the original agreement, which is stated in this report, is that the specific benefits or liabilities to the City are not identified. You know we're not able to identify that with the proposed agreement. But if we can go back and we can make modifications in a way that would be beneficial to the City, I would

fully support that. So I really have two areas of concern: number one - that we're entering into a 50-year agreement which is specific about a few things. Number one that the City will not be able to annex property, even if we have a water agreement, where a property owner has already signed and they have a desire or they've already have a written commitment to come into this City, we could not accept them into the City in the event that we become contiguous to them down the road, under this agreement. So we would restrict our ability to bring in new property owners and businesses for the next 50 years. That's one concern. And then the second, as we're giving up that right, what are the specific benefits that the City receives? And that's what we're not sure of. But it looks like there's a - that our consultant has proposed changes which may allow us to be a little bit more specific as far as what we would need as a City to enter into this agreement. And then also, we can take a look at the, you know, we know what the restriction is, which is the 50-year annexation. So that's really what my thought is. But if we could get....

Mr. Griffith: Are you comfortable with the, excuse me, with if we were to pass and basically send back to the others the language as it is in this proposed form, are you comfortable with that?

Mayor Held: Yeah. Now the thing is, I just – I didn't look at - I haven't seen that yet.

Mrs. Kiesling: But have you seen it, because we haven't.

Mayor Held: I have not seen it.

Mr. Cerreta: No. We shouldn't talk about that till we've see it.

Mr. Griffith: Well I mean that's a fair answer.

Mayor Held: No, but I'm fully comfortable at making changes to the agreement. I mean, I think that's the best way to go is to make the changes to the agreement that's going to be beneficial to the City, or that we're comfortable with....

Mrs. Werren: Right.

Mayor Held: Because again, it's not a matter of we have a proposed agreement where you have Jon and Marcia both and Dan, you know, put in a lot of time and also Tim Fox negotiating this. And since that time, I have met with Lou Giavassis and Randy Gonzales. We met for about two hours after the – well after the radio program and we were able to discuss, you know, what our - or at least what, you know, what my concerns were administratively about the agreement. And then also with this review, I think it's really helpful. And so what I would like to see from Council is that we review the agreement, and then whatever changes we have to make in order to move ahead, I would rather do that than to simply say no.

Mrs. Werren: Right, right.

Mayor Held: We're not entering into an agreement. But I can't tell you specifically what those changes are right now, because I haven't seen the proposed - I have a few ideas myself, but I don't really want to comment until I see what her...

Mr. Griffith: Well is it - again, is it fair to say that we're going to take time next week to hammer out something that we're comfortable with. That we're all comfortable with.

Mayor Held: Absolutely.

Mrs. Werren: Yeah. Wouldn't that be the end goal?

Mr. Griffith: Then we would be one voice or at least with some consensus.

Mrs. Werren: Yeah. I think that's what we've been trying to do. And I think this process ....

Mayor Held: Absolutely.

Mrs. Werren: just really helped us to secure where we are with our feelings.

Mayor Held: Yes.

Mrs. Werren: And if we agree with her red lined copy proposal ....

Mayor Held: Yeah, I'm - I would like....

Mrs. Werren: it goes on the table.

Mayor Held: I would like to see the Council and the Administration that we pass an agreement with Plain, Jackson, and Canton. And - but we would have to make the changes so that we know that our City's interests are best represented in the agreement.

Mr. Cerreta: So is it safe to say that we've probably got to review those things. Are we going to sit here all night and review that? How many pages is that? That's a ....

Mr. Snyder: That couldn't be more than two pages.

Mr. Cerreta: Only two pages?

Mr. Snyder: Two or maybe three. Well the original agreement, I think was three pages or four?

Mrs. Kiesling: The original agreement is very long. I have it right here in front of me.

Mr. Snyder: It is?

Mr. Cerreta: No, no, the one that she just ....

Mr. Snyder: She marked that ....

Mrs. Kiesling: Oh no, I don't have that one ....

Mr. Snyder: She marked that up ....

Mrs. Kiesling: Yeah, I don't know what ....

Mr. Snyder: She's red-lined – it couldn't be too long.

Mrs. Kiesling: Yeah, it's ....

Mr. Griffith: Inaudible....red-lined ...inaudible...

Mr. Cerreta: I'd like to repeat though, I think he says it, that you guys did a lot of work in this. We understand that.

Mrs. Kiesling: Right.

Mr. Cerreta: And we're not - and you're good enough people to know you're not taking it offensively, but we appreciate you representing us and we continue - you guys will continue to represent us if we send it back. That's what we need you for.

Mr. Snyder: I think one thing that hasn't been articulated here, it's important to understand, and I've heard it come up twice relative to the real property tax, that's taxed at whatever jurisdiction that it's in; be it either Plain or Jackson. The City's share, if it was in the City, would only be about .9% of the total tax revenue. It is not all that tax. It goes to the schools, the majority, or the township for levies. However, for them keeping that less than 10%, they're providing all the safety services, all the infrastructure services that we're not responding with our police, fire, EMS or street workers.

Mrs. Kiesling: Correct. And I think you guys all know that.

Mr. Snyder: Yeah, but I mean its keeping ....

Mrs. Kiesling: No, but I ....

Mr. Snyder: You mentioned the taxes ....

Mrs. Kiesling: Right.

Mr. Snyder: But I mean...

Mrs. Kiesling: But we also need to be aware that, you know, this is a part of the area in question is a part of a place that we cannot get to right now because the railroad tracks.

Mayor Held: It's just one ...inaudible... yeah.

Mr. Cerreta: Fifty years is a long time.

Mrs. Kiesling: Oh no, I'm not disagreeing with the 50 years.

Mr. Cerreta: Right.

Mrs. Kiesling: But as it stands right now, without this agreement, we don't go there. So you've got to just remember that as well. So without this agreement, if something becomes contiguous in the next 50 years, which maybe it will, maybe it won't, we could potentially annex it, but also pay back the taxes for 13 years. With this agreement, we may be privy to agreements, I understand this whole we're not sure, because we're not sure, as if the same goes for we're not sure we could annex anything in the next 50 years. I mean, there's a lot of, we have no idea what's going to happen. So we just need to be very careful to agree to terms that are agreeable. I mean ....

Mrs. Werren: Right.

Mrs. Kiesling: they're not - they're saying to us, as they've said many times, that we've invited you to this party as friends and we really don't care or need you here one way or the other, other than the sanitary sewer down on the – the hotel down here. But we gave them our word that if we provided the sanitary sewer after we fought over it a little bit, that we would – we would, you know, become part of this agreement. So there's a lot going on that we need to keep reminding ourselves. Not just a marked up version of an agreement that an attorney is going to provide to us who hasn't been involved in all these little nuances of the agreement, that's been going on essentially for 15 years.

Mr. Cerreta: Well before we get caught up in the "friends" thing, remember we give them our water at a cheaper rate than what we would make anyway. So we are not getting a whole lot out of this.

Mrs. Kiesling: Oh you mean ....

Mr. Cerreta: So once into the JEDD we give them our water at the inside rates. Well we're going to get the water anyways at the outside rates.

Mrs. Kiesling: That's not necessarily true.

Mr. Cerreta: So just recall this, that "friends" is going to cost us.

Mrs. Kiesling: That's not true.

Mr. Cerreta: No?

Mrs. Kiesling: Because when we enter into this specific agreement, we haven't even entered into any agreement, that's what we keep talking about. We haven't entered into anything.

Mr. Cerreta: Okay.

Mrs. Kiesling: So therefore, then we have to negotiate a JEDD or a CEDA with them, which would mean talking about water rates, sewer rates, who's going to provide what. So there are no concrete ....

Mr. Cerreta: It will come back to us to approve?

Mrs. Kiesling: Right.

Mr. Snyder: Well then ....

Mrs. Kiesling: And in the end we could all not agree to do a JEDD and this agreement could be mean absolutely nothing for the next 50 years. And I understand where you're coming from.

Mayor Held: One point of clarification though, you're right, we sign the agreement and we know one thing is for certain ....

Mrs. Kiesling: We're not annexing.

Mayor Held: We will not annex for 50 years.

Mrs. Kiesling: That is the only thing that scares me.

Mayor Held: One thing that we're not certain of ....

Mr. Cerreta: Right now when we - on this thing that ....

Mrs. Kiesling: Well - well yeah on this thing.

Mr. Cerreta: Before it comes back with the changes ....

Mrs. Kiesling: Yeah.

Mayor Held: And the other thing under this agreement, we may or may not be able to come to an agreement with the JEDD.

Mrs. Kiesling: Right. I don't – I agree completely.

Mayor Held: And so what this report is saying, is that typically what happens ....

Mrs. Kiesling: You do an agreement first.

Mayor Held: is that you enter into the agreement, the CEDA, along with the JEDD.

Mrs. Kiesling: Right. And you agree not to fight.

Mayor Held: Well you have the specifics that are outlined and so I think that's where – and again, I know that Jon's put in the most amount of time and Marcia and also Dan. Which you guys have done an excellent job on this. But I think really what we need to do is just clarify, you know, just the specifics.

Mrs. Kiesling: It's just so – It's just so hard to ...inaudible...

Mr. Cerreta: Well if I'm in business – and take me through this, so I can understand. If I'm in business, I'm over there next to Cain (Cain Toyota) somewhere, okay I'm going to start a business, am I not an active force to go into that JEDD?

Mr. Snyder: No, no.

Mr. Cerreta: Okay. So let me finish then. Why would I want to come in and pay two percent? What gives – why would I want to do that if I'm a business.

Mrs. Kiesling: Okay, then let me say this.

Mr. Cerreta: That's what I want to know, yeah.

Mrs. Kiesling: Why would you want to come into the City …inaudible…

Mr. Cerreta: Well if I had the chance – if I have to do one or the other I'd pay one and a half rather than two.

Mrs. Kiesling: But they're already said that that's negotiable if we ….

Mr. Cerreta: But ….

Mrs. Kiesling: All that's negotiable.

Mr. Cerreta: But what I'm saying is why – we don't know if any of those people would ever come into this JEDD ….

Mrs. Kiesling: We don't know.

Mr. Cerreta: And yet we give up 50 years of annexation and our water rates for what?

Mrs. Kiesling: Not our water rates. That's not a fair statement.

Mr. Cerreta: Okay, okay, I'll take that back.

Mrs. Kiesling: So….

Mr. Snyder: And the other thing that you – one thing about the water rates, remember this, we presently charge two and half percent to one of the – to two of the users that potentially might come in to this agreement – potentially. One will probably never come in, but the new hotel will. The advantage there is, those revenues are proprietary funds. We can channel those back to the general fund. That's all ours, 100% ours. Under the present agreement ….

Mr. Cerreta: Well, it's ours anyways, but the general fund's different than water, I understand that.

Mr. Snyder: Yeah, because now you can move that to the general fund, because they allow you under a CEDA or JEDD to do that.

Mr. Cerreta: Okay.

Mr. Snyder: So there's another advantage if we – but we'll negotiate our water rate individually.

Mr. Cerreta: But to make things clear, if we approve this, that 50 years is already gone.

Mr. Snyder: Yeah, unless you strike the 50 years.

Mrs. Kiesling: This specific one.

Mr. Cerreta: This specific one, yeah. So let's make sure ....

Mrs. Kiesling: Just that ....

Mr. Cerreta: that we don't get caught up saying that we agree with this but we can make changes later.

Mr. Snyder: Oh no ....

Mr. Cerreta: Because you can't make changes to 50 years.

Mrs. Kiesling: No.

Mr. Snyder: No, you're not – you have to make them now or never.

Mr. Cerreta: Okay.

Mr. Griffith: So are we - we're all going to take this under advisement and discuss it next week. I mean, is that the plan basically? Or have you thought about it?

Mrs. Kiesling: No I don't - I can't even read it let alone talk about it.

Mrs. Werren: Do you need my glasses?

Mr. Snyder: Oh you don't have glasses.

Mrs. Kiesling: Mark's going to give me a pair.

Mr. Cerreta: Let's see if I have another pair.

Mrs. Kiesling: Inaudible... smaller print.

Mr. Fox: So as I had mentioned earlier, there's - the key provision is ... simply Section 2 and it just states that – Article 2, beg your pardon, Article 2B and I did it in color so it would jump off the page so you could see it, and the big change to that is simply, you know, stating that ....

Mrs. Kiesling: It ...inaudible...

Mr. Fox: Right. If the City – the City will read that, if it intends to engage in annexation of property in Jackson and Plain Townships, it will provide written to Jackson and Plain Townships and will first negotiate in good faith with the townships for an agreed annexation or some other means of economic development such as a JEDD. And you know that's something that you can, I imagine

you can live with, because there's no economic deals that are a part of this, the City can enter into an agreement that says we'll work in good faith with you in the future to promote economic development. And indeed the City wishes to do that, but the provision as the JEDD stands right now states that the City agrees not to annex property – any property located within the subject property for 50 years. And then that's it. There are not economic deals – development....

Mrs. Werren: How many years, 15?

Mr. Cerreta: Fifty.

Mrs. Werren: Oh, still 50?

Mr. Fox: Right, it's still ....

Mr. Cerreta: Still 50....

Mrs. Werren: Because it doesn't matter because they have to go with that.

Mr. Fox: I beg your pardon.

Mrs. Kiesling: We've agreed to that ....

Mrs. Werren: Right, so the 50's okay.

Mr. Fox: Right and even, you know, you can have that ....

Mrs. Werren: It could be 100.

Mr. Fox: but the 50 year agreement is the City will agree to work in good faith with the townships in developing property that may be developed there and will contact them first and make that attempt to fairly and reasonably work with them to develop that property.

Mr. Griffith: It's common – Chris said this during our committee meeting, it is common and appropriate and we all agree about this, for the City to say for a parcel of land in which we know we're going to get economic revenue, that's a part of an actual JEDD or an actual CEDA, as we participate in that particular piece, that we would forego the right to annex that particular piece.

Mrs. Werren: Right.

Mr. Cerreta: That makes sense.

Mr. Griffith: But as it's a generic statement that's a little bit different.

Mr. Cerreta: That makes a lot of sense.

Mrs. Kiesling: Just like the CEDA at – on Applegrove, the allotment – tell me the allotment.

Unidentified: Sanctuary.

Mrs. Kiesling: Sanctuary. We agreed and that is – that CEDA with Plain Township not to just cross the street for three years to try to annex the golf course. And it's been ten. So ....

Mr. Cerreta: That makes sense.

Mrs. Kiesling: We outlived our agreement, but ....

Mr. Fox: So now that you see it I hope you can understand what my point was, that what was in the opinion letter, was whether or not that was a good idea. If it wasn't a good idea, then perhaps something alternate. And we're trying to get this out as quickly as we could so council members would have an opportunity to review them. That was the part that wasn't initially included just given the size and nature of it. And if you look at when they have these multiple versions where others put their comments and so forth on the document it can be confusing. So the issue was simply to get it out where you could see what the quick opinion was from Brickler and Eckler.

Mr. Snyder: Is that agreement say JEDD – that doesn't – does it say JEDD? The original proposed agreement.

Mrs. Kiesling: The original one?

Mr. Snyder: No, it just says economic development agreement. It doesn't call it ....

Mrs. Kiesling: It says, mutual economic development agreement

Mr. Snyder: It doesn't call itself a JEDD.

Mr. Griffith: Well because, I mean ....

Mrs. Kiesling: If not ....

Mr. Griffith: technically yeah, by terms of the statute, the original agreement that was proposed doesn't – isn't a JEDD ....

Mrs. Kiesling: Yeah.

Mr. Griffith: by the terms statute.

Mr. Snyder: Correct.

Mr. Griffith: So it's a – this is essentially an agreement to agreement, which is how she's captured it.

Mr. Snyder: Well they can't enter into a JEDD without North Canton -- the three of them....

Mrs. Kiesling: Plus you've got to have public hearings with a JEDD. You've got to do ....

Mr. Snyder: The proposed land contains municipal land that belongs to the City of North Canton. You cannot include municipal land in a JEDD that's not been consented by the municipality that owns the land. That's illegal under the JEDD rules. Our property is in that JEDD.

Mrs. Kiesling: The Oster you mean?

Mr. Snyder: The Oster property. We own 82 acres. They call it a CEDA or call it – but they couldn't call it a JEDD. The JEDD – the Ohio Revised Code states that a municipal land, either leased or owned by a municipality that's not party to JEDD, you cannot create a JEDD on that property in that JEDD area. I do know that. So I mean that's, you know, it doesn't make any difference cause we would agree at that point to go into it. Well I think for reasons of time and for reasons to do this thing – to spend the amount of time that is needed to read it, for next week's meeting we'll flip the other way. We'll do the Council of the Whole at the beginning and we will consider this. We will consider, at that particular time, the police cruisers. Those will be the two items on that portion at which time we'll then go to council of – a council meeting. And anything else, which would be that lady's property, I think was the other thing. And that would be the three items that would be considered under the regular council meeting, plus any old business to be considered. Is that fine with everybody? So we will spend some time reading it and checking with Tim. ....

Mrs. Werren: Yeah, that's a good idea.

Mr. Snyder: And that way we're moving forward and we're still keeping everybody in the loop. And it's encouraging, the input. And possibly we can hammer out a good agreement.

Mr. Cerreta: Dave....

Mayor Held: Yes, if I could just add, I do want to thank Jon and Marcia and Dan for all the time they've put into negotiating this agreement. Because I had tried it, along with Jon and Marcia back in, what was it, 2006. And we were unable to reach an agreement. So now we're revisiting it. And I know that it's not an easy process to go through, because there's – you know it's really important to understand how our City's going to be impacted, not only now, but in the future. Just as we talked about our budget, projecting our budget, in the next two, three, four years. So I do want to thank you for doing that. And I think that Council's going about this in the right way. We've got the experts that have given their report and recommendations. But I'm confident that we can come up with an agreement that would be a win for Canton, Plain and Jackson. And I'm sure that Jackson, Plain and Canton will give us, you know, a couple of weeks to review that and make the changes.

Mr. Snyder: Well Mayor, that's encouraging that you've agreed to agree with us and look at this and beyond the scope of closing in. I appreciate that.

Mayor Held: Yes, you're welcome.

Mr. Snyder: That you will – going to participate and what's ultimately best for the City, because that's the intent, what's ultimately best for our residents. And somewhere in the middle, and any of the best negotiations, is when everybody is not happy because then you've all gotten a little something. So and to Council I appreciate your willingness to discuss this publicly and bring it to

some resolution. So we will do that next Monday at 7:00 p.m. Is there anything else to come before the body? If not, I'll entertain a motion to adjourn.

RECOMMENDATIONS: Based upon the above discussion and debate, the Committee recommended the following actions:

Item 1a. **Establish Public Hearing Date/Time re Zoning Amendment Parcel No. 9208695 – from OB, Office Building to P&I, Park & Institutional:** The Committee established Monday, March 24, 2014 at 6:45 p.m., as the date and time for a public hearing to consider a zoning amendment for Parcel No. 9208695 from OB to P&I.

Item 1b. **Mutual Economic Development Agreement:** The Committee recommended legislation for both options be placed on the February 10, 2014 council agenda for consideration, to authorize the Mayor to enter into a Mutual Economic Development and Annexation Agreement by and between the City of North Canton, City of Canton, Jackson Township, and Plain Township, which is attached hereto as "Exhibit A," and is incorporated herein by this reference.

Item to be placed on the February 10, 2014 Committee of the Whole agenda prior to the regular council meeting. Council to determine which option they wish to proceed with.

ADJOURN:

Mr. Griffith moved and Mrs. Werren seconded to adjourn the Community and Economic Development Committee meeting. All members present voting:
Yes: Kiesling, Peters, Snyder, Werren, Cerreta, Griffith
No: 0

_____
MARCIA KIESLING, CHAIRPERSON
COMMUNITY & ECONOMIC DEVELOPMENT
COMMITTEE

ATTEST:

_____
CLERK OF COUNCIL

Meeting Minutes: FINANCE & PROPERTY COMMITTEE MEETING
Held: February 3, 2014

The Finance & Property Committee of North Canton City Council, as part of the Committee of the Whole meeting, was called to order Monday, February 3, 2014 by President of Council Jon Snyder.

The following members of council responded to roll call: Chairperson Kiesling, Vice Chairperson Cerreta, Committee Members Werren, Griffith, Peters and Snyder. Committee Member Foltz was not present for the meeting.

Mr. Cerreta moved and Mrs. Werren seconded to excuse the absence of Committee Member Foltz. All members present voting:
Yes: Griffith, Kiesling, Peters, Snyder, Werren, Cerreta
No: 0

Also present were: Mayor Held (arrived shortly after the start of the meeting), Director of Administration Grimes, Director of Law Fox, Director of Finance Alger, and Clerk of Council Kalpac. City Engineer Benekos was not present for the meeting.

Agenda Items:

Item 2a. Donation of City Lot 2781, Parcel No. 9200116

Item 2b. Purchase of 2 Marked Cruisers and 1 Ford Cargo Van

Item 2c. 2014 Budget

Mr. Snyder: Under Finance and Property, the first Item a. is a donation of a city lot. Mrs. Kean had contacted me. She received this property through a death of her parent. And it's a very small parcel as you see. Her - she referred to it as large enough for a dog house, so you can imagine that it's not a very big parcel. However, she - I don't know if the surrounding property owners, the other contiguous property owners, aren't interested in doing it, and we could move it into our Price Park and just become a piece of our Price Park. The present taxes are what, $6.00 on it?

Mr. Fox: Right now, I'll put it on – that you see that small spot there? It's three feet by ten feet. Right now the Auditor's Office doesn't tax it. The only tax that's on that is the Muskingham Water Shed District for $6.00. And if you look at it, it appears that when the property owner that purchased this one, when they purchased it, somehow in the property description they missed this little section here, 30 square feet. The City is right here in these areas and in fact that's the path. So you can see this is a wooded lot, and the Trust, actually that when they sold this property, somehow they missed this spot, so the original Trust still owns it. They still will receive a tax bill each year for the $6.00. And they would like to transfer that to the City because this property owner doesn't wish to be involved with any transactions involving that perhaps because of the transfer fee or trying to merge that property into their own and the same here. My only recommendation would be for the transfer, and all this does is ease the burden for this property owner that doesn't want to get this $6.00 tax bill each year, is just that for the transfer, we'll confirm that there'll be no cost to City. The City won't have to pay to perhaps merge this into this parcel or to do that transfer.

Mrs. Kiesling: I don't know what street it's on.

Mr. Cerreta: Does anybody know where that's at exactly? Do you know where that's at exactly, a road or something or is that ....

Mr. Griffith: Well it's just ....

Mrs. Kiesling: What road is it?

Mr. Snyder: Well it's just below the bridge ....

Mr. Fox: Yes, this is the - if you look into your packet, you'll actually see the Engineering Department had drawn out where the Price Park footbridge is. And let's see, it may not show on this one, it may be down here, but this - you can see it is part of the walking path through Price Park; again, a wooded lot backing onto these lots here.

Mr. Cerreta: Okay.

Mr. Grimes: Just above it is Church where it runs down and dead ends into the park. And then you would – if you're looking at the park, you look left and it's down that fence line - it will be a little sliver of property.

Mr. Fox: If you look at your packet, it shows two Parcels 697 to 461, and in between those two is that little sliver that you see, it's highlighted right there.

Mr. Snyder: That's Linwood that fronts that property, correct?

Mr. Fox: Right.

Mr. Snyder: Where the Bittles – where the Bittles live.

Mr. Grimes: Yes.

Mr. Snyder: So, it would be down there by Denny Grooms' home?

Mrs. Kiesling: There's the Church. There's the bridge.

Mr. Snyder: Below...

Mr. Cerreta: Okay, here's the creek.

Mrs. Kiesling: There's Furbee on the other side.

Mr. Cerreta: There's the creek there. On the other side of the creek?

Mrs. Kiesling: Well this is Denny Grooms' house right here.

Mr. Snyder: That's that house on the corner where the entrance way was, is it not?

Mr. Grimes: There and then you'd look down to the left.

Mr. Snyder: Yeah, yeah....

Mr. Grimes: Yes, that's the area.

Mr. Snyder: You know where that entrance way comes into the park off of Church, next to Denny Grooms' house.

Mrs. Kiesling: Yeah, isn't this Denny Grooms right here?

Mr. Fox: Down this way will be Linwood.

Mr. Snyder: Yes, 697.

Mrs. Kiesling: 462.

Mr. Snyder: Yeah, Grooms is 697, right there where the entrance of Church comes into the park.

Mrs. Kiesling: Oh, yeah, yeah, yeah. Okay.

Mr. Snyder: Because there's like some bolsters there that allow you not to enter the park anymore.

Mrs. Kiesling: Right.

Mr. Snyder: And then you look down that fence line and it'd be a very small - so it is totally contiguous to our park. And as the Law Director pointed out, we don't want to - we want to make sure in the legislation that shows that we're not assuming any transfer costs. This is strictly a gift to the City. And unlike that other properties they wanted to gift to us, there are no tax liabilities on this one.

Mr. Fox: Correct. I just looked at it today. As I said, in previous years there was a very small tax. And it's the last two years that they just have not taxed it other than Muskingham Watershed District every parcel pays that small amount.

Mr. Snyder: Okay. Everybody okay with that? I put that on the agenda next week for first reading, and then we'll do three readings on that, and move it along and just get rid of it.

Mr. Fox: And I'll confirm with the Auditor's Office if there's any transfer. We may be exempt from that, from being a public municipality.

Mr. Snyder: Okay. Item b is for the purchase of two marked cruisers and a Ford cargo van for the Police Department. In the 2014 budget, the Appendix A does contain an appropriation – a suggested appropriate amount of $100,000 for those vehicles and that Ford cargo van.

Mr. Griffith: A total of $100,000?

Mr. Snyder: A total of $100,000. I believe those cars are somewhere near $30,000 plus equipment normally. Isn't that correct, Chief?

Chief Wilder: Would you like me to address that?

Mr. Snyder: Yeah, you can step forward, please Chief if you would and maybe....

Chief Wilder: Yes, thank you President Snyder, ladies and gentlemen, members of the Council. I have prepared a few comments about that if I can share that with you. That will give a little bit of background of why we're purchasing - why we want to approach purchasing a Ford Interceptor, the SUV, and the cargo van for the Police Department, if I may.

Mr. Snyder: Please.

Chief Wilder: The traditional police cruiser may be a thing of the past as more police departments and sheriffs offices switched their fleets from sedans to large SUV's. When Ford took over the Crown Victoria, that was the standard police vehicle for decades. Off its assembly lines two years ago, law enforcement agencies across the nation and us, had to make a choice when the time came to replace some of our aging fleets. A growing number of US police agencies, including several in Stark County, the Stark County Sheriff's Department, Jackson Township, Uniontown Police Department, even down into Tuscarawas County, New Philly, Dover were - opted to buy the sport utility vehicles saying they were better gas mileage than the old sedans. The purchase of the two Ford police Interceptors, they're all-wheel drive, factory prepped utility vehicles, amounts to $50,977. That price includes the base cost of $24,729 per vehicle plus the factory prep of $759.00 for the specialized police package, which we're purchasing. And that includes, for example, deck lights, your grill siren, our rear window disconnects, auxiliary batteries, cargo mat, flasher systems. That goes into the prep. They will replace two 2011 Crown Victoria cruisers - car number 3 which has 63,900 miles and car number 7 which has 74,300 miles, as of January the 16th of this year. By the time these cars are replaced we're probably going to add another ten to twelve thousand miles on those cars. The Chevy Caprice base price when we looked at it this time around, that was at $26,383 a piece plus the factory prep of another $573 totaling $53,912 for the two vehicles. If I may, since Ford no longer makes the Crown Victoria, we were looking at, for a new vehicle that would provide more room in the front seat and cargo area and help allow our fleet to accommodate the diverse physical stature of our officers. As you may know, some of the officers we've hired lately are in that 6'2" range and long-legged. And when you're in that Caprice for eight hours a day, that's their mobile office, it can get a little cramped. And that's why we're looking at that sport utility to add a little more room, comfort room for the officers. The Chevy Caprices have been fairly satisfactory. We had a few engine things, some changing of oil, but that's normal wear that would come with a vehicle. We feel that adding the police utility will help us achieve our goal of providing added comfort, safety and selection in the cars that our officers drive. Ford

ceased production of the Crown Victoria in 2011, citing the demand for better fuel economy. And the Crown Victoria's managed about 14 miles per gallon in the city and 21 miles per gallon on the highway, whereas the Ford SUV gets about 16 in the city and 22 on highway according to one of the more reputable blogs on autoblog.com where I picked that information up. Some might question if police agencies are wasting taxpayer dollars by investing in gas-guzzling SUV's. According to Ford, savings for taxpayers, especially considering police cars spend much of their road-time idling, the engine in the SUV uses 32% less fuel than the Crown Victoria when idling. And our cars do, they may idle, if they're running two shifts, it could be six hours, or three hours or six hours depending on the shift. The Caprice is made in Australia. When we first made our purchases, and those were made available to us, and it took about eight months for us to get those vehicles in. For the same basic price we could purchase the Ford Utility Vehicle built in the USA, which has a much larger interior, room and cargo carrier capacity. As I mentioned before, we learned that several agencies in the area had made the same decision. A few officers and myself, drove and offered evaluations of each vehicle and we looked into the manufacture and the maintenance issues that come with this type of vehicle. We feel, based on those factors, the Ford Police Utility Interceptor was chosen as a, as well as the benefits of the all-wheel drive and the size of the vehicle which gives added space for the extent of the equipment that we carry that is carried in our police vehicles. Let's face it folks, vehicles wear down. Okay. We're out there 24/7. We cover - we have 17,500 residents in our City. We have approximately 7½ square miles that we cover. 99.5 lane miles that our roads are on just as much as our city vehicles are on, our city service vehicles. So even though the perception of SUV's are known as "gas-guzzlers", I anticipate the Ford Explorers will actually get better mileage than the old Crown Victoria's. In regards to the van, we're looking at a Ford FE250. It's a three quarter ton van. It replaces Car 105. That's the 1995 North Canton City Service Department Van that was given to us for our Special Response Team, sometimes called the SRT Team, and we use it also for arranged transport when we are going to go down and do our outdoor qualifications. It's a multi-purpose van. And we have used it on some covert activities, some covert investigations. If my addition is right, or subtraction, this year this is a 19-year-old van, and it needs replaced. It's rusting out. I've pretty much flat-out said, "I don't want my officers driving it." The base price of the new van is $18,349 plus a factory prep of $2,406 which totals $20,755. The new van for us will cover several things. Number one, we do have a special response team and we do get called out. And, we need a good vehicle that we can transport our officers to a crisis situation in our City. We ad four call-outs in 2012. We had zero in 2013. And you know what, thank you. I'm very thankful that we didn't have to call out our team. But you know what, we need to be prepared. And that's why we have these officers and we need good transportation to get them to and from their location. I can't be shuttling officers down the calls when I have other, you know, police vehicle and officers committed at a scene to control that. Transporting safety cones and barricades, my goal is to have some barricades and cones up here that in inclement weather, we have a natural disaster, whether it's lines down, trees down. I can't tell you how many times, as myself, I've run out to the Service Center, threw some barricades in the trunk of the car, throw in some large cones, and run back to the City so that we didn't have to call out our Street Department, save overtime by doing those kind of things. If I could have those things here, we can through them in that van, we get them out and get, you know, areas protected by closing the roads and things like that. Even for flooding. We've had to come out and throw up what cones that we have. And it also helps us with special events and activations. Some of you may not remember, but you will, Romney and Ryan, presidential campaign, when they were here. We protected, we gave protection and security to Senator

Ryan when he was here at Walsh University. And then when both the Presidential candidates came through here at the high school, we staged our officers in an emergency vehicle. We didn't have anything such as a, you know, a cargo van, discreet, unmarked that we could stage our people in. So we were tying up another emergency vehicle that wasn't a part of our agency. And they were quite impressed, the Secret Service was, that we could provide that in our size of community. And, be available for them. And help them put their resources someplace else. And again, we're going to put a towing hitch on that so we can tow our speed trailer around. And we do handle large property at times from a crime scene. And that would give us flexibility and availability that we could use the van to do that. And I would strongly think that it's going to last us at least another ten years. It will be well protected down in our garage. It will be heated, warm, and ready to go. And there again, if we need to use in a covert investigation, we can do that. I do have a breakdown of the police fleet. I can leave that a copy with all of you. I should have given that to you at first. If you want to see - where all our cars, where we're at.

Mr. Griffith: So Chief, can I ask a quick question then?

Chief Wilder: Yes, absolutely.

Mr. Griffith: So is that $50,000 in total for the two cruisers that you're asking. Is that right? Or is that $50,000 per cruiser?

Mrs. Kiesling: For both.

Mr. Snyder: Both.

Mr. Griffith: For both, right?

Chief Wilder: It's $50,977 for both cruisers.

Mr. Griffith: Okay. And then what sounded like just over 20 grand for the van. Is that right?

Chief Wilder: Yes, $20,755. Yes, ma'am.

Mr. Griffith: So we're well under the $100,000 appropriation that we had. So ....

Mrs. Werren: And then are you able then to sell both of the cars. I didn't - is that how it typically you get rid of police cars? Does another city buy them, or ....

Chief Wilder: They – last year, Mrs. Werren, they went to auction, City auction.

Mrs. Werren: Okay....

Chief Wilder: If they can ....

Mrs. Werren: Do we know how much they'll get?

Chief Wilder: if they're – pardon me ....

Mrs. Werren: Do you know approximately how much they'll get? Because the 2011's aren't that old.

Mrs. Kiesling: There's a lot of miles on them.

Mr. Snyder: Well historically – historically those cars are transferred into other departments. Like Eric Bowles in Permits and Inspection, his cars are really on its last leg. Those will probably be auctioned and these cars are rotated into his fleet.

Mrs. Werren: Okay.

Chief Wilder: We do try to recycle within the City ....

Mrs. Werren: Okay.

Chief Wilder: But the last six or seven that we had were out at the graveyard there, and they just get auctioned off.

Mrs. Werren: Okay.

Chief Wilder: It could go anywhere from maybe $2500, $2200, maybe 3, I'm not sure.

Mrs. Werren: Oh, okay. Not a lot of money.

Chief Wilder: No.

Mrs. Werren: Okay.

Chief Wilder: And it all goes back into the general fund when they are auctioned off.

Mrs. Werren: That's what I just wondered, how much.

Chief Wilder: Yes ma'am.

Mr. Cerreta: Chief, can I ask? The two patrol cars, you are replacing car 3?

Chief Wilder: Yes, sir.

Mr. Cerreta: And what's the other one?

Chief Wilder: And car 7, the 2011 Crown Victoria. It will probably take us three to four months to get the new cars in. So I'm anticipating generally around about another ten or twelve thousand miles by the time, you know, we take those off. It but what we plan to do is, I think our fellows are taking good care of the cars. And any of those cars that we have, you know we have old car 36, that's a 2002 Crown Victoria. Okay. And I have my school resource officer driving that. And then if you look at car 102, we use that car, we leave that equipped, and we use that for

court so that the officers aren't taking, you know, a patrol car – a road patrol car, out of service just to go down to the court. So out of either 3 or 7 if whichever one, it's probably going to be 3 if we can hang onto that one, we'll probably try to replace maybe, you know, car 102 or 36. Car 7's is pretty beat up on the inside, on the floor there.

Mr. Snyder: Chief ....

Chief Wilder: Yes.

Mr. Snyder: Is there any case to the fact that those policemen, those patrolmen driving an SUV sit higher in the traffic. For one reason, they can see better as well as their safety is somewhat encouraged by the fact that there's a little more metal around them. Is there any truth to that?

Chief Wilder: Well it's greater visibility for them. And I think it diversifies our fleet some. You know, we've got a Tahoe that we're trying. We have our Caprices on the road, too. By giving - having the utility vehicle, it's another option that we have for our officers to drive. And if you are stopped at a stop sign or if you see someone going by, you can look down into the console and see that can of beer or see if there's a joint in the ashtray. So the secret's out, press. You know, it might give us another opportunity to, you know, look down in the console of vehicles and you'd be surprised what you might see on the front seat of someone's car that is breaking the law or something like that.

Mr. Snyder: What's the feedback from your patrol supervisors on using the present SUV?

Chief Wilder: They like it. They like it. It handles well. And there is no real complaints, they like it. Sergeant Misner is a little bit shorter of stature, so it might be a little bit of a challenge for him. But those seats go up and down and back and forth. I've sat and driven both and I was very impressed with the room with the Ford. And I've also sat in the back seat so that handcuffed to see how it would accommodate a prisoner, let alone if we had to put a citizen in there to take a report, let's say at a crash scene. The way it's configured with the safety shield between us and the passenger, it allowed us enough room to conduct business and things like that. Mark.

Mr. Cerreta: I've talked to your people, especially when you got those new cars and they did, their number one complaint was they didn't have enough room. You had to squeeze till they put their gun on and all that other stuff. Now my question is, what are your plans for next year and the year after that?

Chief Wilder: If these utility vehicles work out, that might be our next option. We could go, if we can, with another two. Here's my...

Mr. Cerreta: I wasn't really going that way. I kind of want some of this. You know I see us - three vehicles in one year. Why can't we space it out to one, one, one? Why are we all of a sudden crunching up? Especially if we don't have a plan for next year and the year after that to get these cars going. I say that because, you know, the school does busses, you know trying to get a bus every year or every two years, you know with forecasting about how many miles and that kind of stuff.

Chief Wilder: You know, that's a very good inquiry and question. My plan really - part of this plan that I didn't share with you yet, is we have three unmarked cars, they're 2004's. We have great streets here. They're well salted. You get up underneath those cars, they're rusting out. I've got to – sometime I have to replace three plain cars. Okay. Chief's car, my two detective cars. Those might go - not we get a lower price mile vehicle for them. They may not have to have a police package. Now, in answering your question about rotation, my predecessor might give it to him a little bit, but for the years that we've been here, at one time we were replacing our cars probably within 18 months, 16-18 months. And, we were on a regular cycle so that we had good vehicles available for our officers. And, we were cut back. I want to say maybe four or five years ago to only ordering two, maybe three vehicles if we're lucky.

Mr. Cerreta: That's because of budget. We have to know where we are. Back when you did every 18 months at Hoover, the company paid for it all. We're not that way anymore and we need to come to the reality that we're not that way anymore. We keep referring, no matter what we talk about, post 2007. We're not post 2007 now. We're 2014, and we've got issues with our budget and everything.

Chief Wilder: I understand that, sir. I will, if I may add, when I was appointed Chief, I inherited a budget from my predecessor. We were prudent and judicial with our money, and we finished under budget. And, under capital budget. In 2012 and 2013, I had the opportunity to present a budget to council. It was approved. There, again, we finished under budget, which I thought we were very frugal, watched what we spent, and tried to hold our repairs down on our vehicles. And, here I am, you know, before Council. I'm at your mercy. You will decide what you want to do. But,

Mr. Cerreta: I wouldn't say that you are at our mercy...

Chief Wilder: OK. Well, I'm just trying to keep the fleet to a point where it's going to be safe for our cars, and

Mr. Snyder: Chief, you know one thing that you haven't considered, and I've asked you, I know, every time, and this must be the forth car that I've sat in that you've bought. But, I think it would behoove you to lease these vehicles vs. ownership. Capital, that capital equipment should be leased. And, they have a great program in the state for that at the end of two or three years, and it probably would end up costing us half that much money, but especially as cheap as money is right now. Money is in the three and four percentile. We did that with ambulances. We did it with other equipment at a great success to us. I know the problem, if there wasn't a special leasing program for police cars, the mileage is higher than most car dealerships would ever want to get involved in because they restrict you at about 12,000 a year. But, there is a great program in the State of Ohio for that. It may behoove you to look into that as you're going to need new cars in the next twelve months again. I don't know if you've studied that or how you've done on that. Are you leaving that up to the finance department? I mean, that's OK.

Chief Wilder: We did look into leasing two years ago. And, we still thought it was better to purchase.

Mr. Snyder: Well, that money, the thing that it does – even though that money is allocated for capital, it would return a goodly portion of that capital to the general fund which is sorely in need of an infusion of capital.

Chief Wilder: I understand that.

Mr. Snyder: That would allow us a little, not a lot of breathing room, but for every $50,000 that we save, it works out better.

Mr. Cerreta: Chief, you said Car number 3 and Car number 7.

Chief Wilder: Yes.

Mr. Cerreta: We haven't done any major repairs to them, and that sort of thing?

Chief Wilder: I can get you the maintenance report if you want. We do make repairs on them. You could have a new car. We've lost transmissions in 30 days on some cars.

Mr. Cerreta: Right.

Chief Wilder: In my experience, and but we keep our cars on a monthly service. And, we've found that if we went two months, that's where we experience problems because we wanted to try to see if we could save money on a monthly basis, you know doing it every two months, and it just seems if there was an issue, say with steering or braking, oil leak or something, it's going, you know, that's not checked on a monthly basis. We went, we stayed with just going monthly instead of every two months. We did try to save money there. And, you know with new technology and new engines, you know some of them carry more premium oil, and that's just the way it is. And, I would like to think that even you own vehicles carry a certain premium in keeping your vehicle serviced and on the road. Believe me, I certainly understand the woes of budget, and I empathize with you on making those tough decisions, but I stand here before Council confident that we do take care of our equipment the best that we can. And, that purchasing these vehicles will benefit us, and again, when you're down there and you're in those cars eight hours a day, that's their office. And, with all the equipment that we have now with the mobile data terminals, it gives them a little bit more room. And, again extra flexibility, a little diversification in our fleet. We have an opportunity to try have two different vehicles that the officers can get comfortable in and drive, go about doing their business here protecting the City of North Canton.

Mrs. Werren: One more question. How often did you use the van? Because I'm wondering, you had talked about pylons and ...inaudible...did those then fit into the SUV? And, I guess more easily. I just don't know how often, I know you mentioned another couple of times you used the van some, but...

Chief Wilder: Well, there again, I'm anticipating to keep this thing for at least ten years, and available. We do keep smaller traffic cones in our cars, and I think they'll fit even more nicely in the sport utility. Again, when you're bending over and pulling items out of the trunk, you know the SUV is a little higher for you. Less pressure on your back, less prone to maybe an injury or

someone pulling their back. But, you know, if we have a tornado come through or a snow storm or something, it's just there. I'm just trying to be prepared, and I understand it's a cost being prepared. But, knowing that we have this as a resource here, I can cut one man, or one person away to come back and get the tools that we need to get out to a location. And, again, I'm not calling one of our service people out at night to come out and just put a couple of cones in a pothole or tree. And, we've had major incidents where, I think, like I said, many times I've gone out to a service center and pulled stuff out, put it in my trunk, scratch it up a little bit. But, you know what? We took action, and we took care of that problem until daytime and our regular crews could get out there. So,

Mr. Peters: Chief, I have question. And maybe Mike or ....

Chief Wilder: I hope I answered that, Mrs. Werren.

Mr. Peters: You mentioned we maintain and we're pretty aggressive in maintaining our vehicles. Is that the maintenance of equipment that we have budgeted, line 5230, it's $82,000 this year. Is that what that comes out of?

Chief Wilder: Yes.

Mr. Peters: Vehicle. That's all vehicles?

Mr. Grimes: It's all kinds of things, but vehicles are in that.

Mr. Peters: Okay ....

Mr. Grimes: When you push up around 80,000 on a vehicle, you just start seeing the maintenance go really high on it as soon as you get up there on a police vehicle.

Chief Wilder: We're replacing tires out of that.

Mr. Peters: Right.

Chief Wilder: And a ....

Mr. Peters: Oil changes, tires, and then the like. The only reason I say this, is we have an appropriation of $12,000 more this year than we had the year before. Is that because of increase aging, or ....

Mr. Snyder: That's exactly. They get serviced more often.

Mr. Peters: Okay.

Mr. Snyder: Inaudible... the Fire Department is the same way. As that equipment ages, it's in the – it's being serviced weekly almost.

Mr. Peters: Because we've averaged the expenditures in '11 and we spent $76,000; in '12 it was $80,000; '13 was $70,000. You know so just in the last, if '82 holds this year, I mean that's going to be – that about 200 – that's a quarter of a million dollars just in maintenance of vehicles on top - and we have been purchasing these not on an 18 month clip, it's been about two years, you say?

Chief Wilder: Under, just a little under.

Mr. Snyder: 28 months, I think is what it's been running.

Mr. Peters: I'd be curious to look at ....

Mr. Cerreta: Yeah ...inaudible...

Mr. Peters: I'd be curious to look, you said it was about five years ago we started moving it to two years as opposed to where it was previously. The Chief was doing it every 18 months. I'm curious what we spent 2007 through 2010 in maintenance. I wondered if that would exponentially lower because we, you know, it's just – you know, I'm just kind of thinking out loud here.

Mrs. Werren: Right.

Mr. Peters: You know, but, you know. it's more than the cost - it's more than a hundred thousand I guess is what I'm saying. We're, you know, we've got the maintenance of the equipment too.

Mr. Snyder: That's not only cars. That's all equipment.

Mrs. Kiesling: That's all equipment.

Mr. Cerreta: Well, right.

Chief Wilder: You know, that could be radar unit, our calibrations ....

Mr. Peters: Yeah.

Chief Wilder: You know we have seven marked cruisers on the road and our two in reserve, like I mentioned, and we have our three detective cars, our plain cars,

Mr. Snyder: That's radios and everything.

Chief Wilder: And when we - I worked hard on getting the little Malibu so that our guys could use that in a pinch to go to classes. And that has what, 132,400. And actually it's worked out pretty good for us. And try to hold the mileage down and the cost and expenses on repairs and things.

Mr. Griffith: I do think that it seems like, as you guys move forward, that technology is much more a part of what these vehicles have become. You know, before it was you wanted to have this great vehicle that you could carry officers in. But right now it seems like the technology that's inside is more important than the vehicle itself. And certainly from an antiquation standpoint, that would be an issue too. So I think that would lend itself more to a point of examining a lease option. I'm not suggesting that we do it this year, but longer term, because if you are able to lease then and you don't have the technology, we can just turn it back in. And I think that would be what the cost or the larger costs as opposed to the physical plan itself. I think that long-term that would be more of an issue than it has been historically because the technology, you know, becomes out of date and you've to replace that. If we were able to lease for all of that, that would be much more favorable as opposed to buying that outright too. So ....

Mr. Snyder: Well there's time still would warrant us to obtain a lease on those because this will go up for a reading next week and I think the last stuff we leased was through Chase Bank, if I'm not mistaken. And they'll give us a quote in a couple of days.

Chief Wilder: I think that the lease though that you might be eluding to is not the same as a car lease.

Mr. Snyder: No it's with that dealership....

Chief Wilder: It's got to be a government lease with a company.

Mr. Snyder: I remember speaking to that fellow there with Hipp one day. He was explaining it to me.

Chief Wilder: I think you asked me right after I made Chief ....

Mr. Snyder: Yeah.

Chief Wilder: to look into that, and we did very quickly. And we had to act because we were going to ....

Mr. Snyder: You were getting ready to purchase ....

Chief Wilder: miss the bid price, because we are buying these at state price, and through the cooperative act – the Ohio Cooperative Act. So....

Mr. Snyder: Do you feel comfortable enough that by next week you could give us a lease bid on it? Do you have a little time to do that?

Mr. Fox: Chief, if I may, I imagine that the lease, the cost that the City would incur in the lease of a police vehicle is arguably be much higher for the exact same vehicle if it was going to be leased for say a resident. In that, the reason being, is those that are leasing these cars leasing them to police departments will understand that this vehicle, although it may be turned in and under that mileage that many of us would face in a lease, so long as you're under this mileage, they understand that the vehicle many times may be sitting idling perhaps all day. A vehicle on

duty probably sits and idles for several hours, and then when they go on a call, it's then put on very hard starts, very hard stops, pretty aggressive on that vehicle. And although it may come back at the end of the term with low miles and not many dents and dings, the engine and the, you know the suspension and so forth, probably have gone through much more traumatic wear and tear, if you will. So I would imagine you're going to get hit straight up initially with the cost of that lease.

Mr. Snyder: Those leases from that particular lease are returned back to the municipality for a dollar at the end of the lease. They're designed , it's a lease purchase deal. They're designed to turn back to the municipality at the end of the lease because they are such high mileage, and they really don't have the residual value that a private citizen's car would have.

Mr. Peters: Hey, Jon. Who - is that sponsored through the state? Is that what you're saying, this lease program.

Mr. Snyder: I think it's, what's it called? State. What's the name of that Ford dealership? State Auto or something like that.

Chief Wilder: Statewide. But I don't know if they have the bid this year.

Mr. Snyder: Oh, yeah.

Chief Wilder: Now we're working with ... Lebanon Ford Lincoln Mercury out of Lebanon, Ohio has the state of Ohio contract where these cars will be purchased. Other municipalities would be purchasing them from there.

Mr. Snyder: I noticed it in Saturday's paper that the Sheriff got 11 new SUV's.

Chief Wilder: That's correct.

Mr. Snyder: And he bought them locally because they were actually less money than the state bid. And he got eleven of those same vehicles, equipped the same way as you...

Mr. Peters: That was my next question, if we had any ....

Mr. Snyder: Pardon me.

Mr. Peters: That was my next question, if we had any local dealers that ....

Mrs. Werren: Well the Sheriff got them local.

Mr. Peters: Where did he get his at, Downtown?

Mr. Snyder: I think it was from Waikem.

Mr. Peters: Waikem.

Mr. Snyder: We've always had good luck with the state, but ....

Mayor Held: If I could just add something here.

Mr. Snyder: Mayor.

Mayor Held: What we could do is, any questions that the Council has, we can make sure we get the answers to that. You know whether it's cost of leasing versus the purchase of vehicles. It sounds like we need a little more clarification too as far as the usage of the vehicles and the need particularly with the van.

Mrs. Werren: The van, yes, just how many times.

Mayor Held: Yeah. We will check into that. And then also we'll get price comparison for the state bid if we're to buy it through the state contract, and or buy them locally. And of course, when we buy them locally, that's what we've done in that past, most of the dealers do have that option to participate in the state bid or at least at the state bid pricing. Oftentimes they don't make as much. There's not much of a - it's not a revenue generator, but there's a lot of work, paperwork that they have to go through. And I know we've had local dealers that have worked with us on the state bid in the past where we've purchased, you know, the F250 trucks and also the police vehicles. So any questions that you have or any clarifications, we'll make sure the Chief and Mike Grimes can get that prior to a final decision next week.

Mr. Snyder: Okay, with Council's permission....

Mrs. Werren: Very good. Thank you.

Mr. Snyder: Thank you Chief, we appreciate it. I'm going to place this on the agenda next week for a reading and by then we should have that supporting documentation and we could go accordingly. Alright, to finalize the Finance Committee's, you've all been given a copy of the 2014 budget. We're presently operating on an interim budget. By law, we have to have one in place by the first of April. However, it is complete. We went over this budget last week extensively looking at every line item with the exception of the two enterprise funds of water and sewer. What I would like to do is move this to the agenda for the first reading Monday night. And if there are any questions or additions or deletions to that, we can entertain those this evening or next week.

Mr. Cerreta: A couple of comments about that, because last week we sent through that budget line by line. And I'm glad we did that. And I really commend the department heads that came up here for the first time. It was one of my first times going through it too. But there were a couple things that I learned about it and I just – I need to be understood a little bit about how we look at things. And I'll use a couple of metaphors. I live on the golf course, as you know Chuck. Chuck, you know I live on a golf course. And I would love to have a golf cart. I would love to have a golf cart. I think a golf cart would be great. I could go out every day with it. I could go to my neighbors with it. But you know what, I've got a kid in college. I've got a daughter getting married. So I kind of push that along the side because I need to prioritize that, right? To prioritize, is number one. The second thing is, I just bought a new car. And I never buy new

car, but I looked ahead and I know that I've got some costs like my daughter's wedding. We've been saving for years for that, and that's going to be paid for. And my kid's going to be graduating from college, my last child, so that will free up some money. And then I know we're going to have grandkids probably in a couple of years. So when it comes to a couple of years, it's going to be grandkids or car, grandkids or car. So I know what's going to win. I won't be able to buy a car at that point, right? So what that's called is planning. I'm buying a car now because I know I can't do it later. It's called planning and forecasting. And when we had that budget thing the other night I saw one person mention, Dutch Bacon mentioned that he's going to have, won't need anything for five more years. I didn't hear one more person say what we need in the first year, the second year, third year, or even in the fifth year. And I think we need to do a better job at that for planning. This was a good example. I don't want to use the - my golf cart compared to a police cruiser in any way. But I think we need to do a little bit better job with that. But I'm not satisfied with that budget to be honest with you. I think we have, why don't we buy a police car this year, next year and the year after that? Why are we all buying them in one year like that, especially if we don't know if we're going to buy one next year. We might buy one next year. We might buy one three years from now. And I think we just need to do a better job with all our equipment. We have, you know, we had this parks thing. When did we have that? Batman super vacuum jet thing that cost $350,000. Our entire pool needs are $290,000, or less than that. Why can't we, for one year, put that off and pay for our parks needs that we need. I mean, if that's my house, that's what we do. We should be doing the same thing of prioritizing, planning, and forecasting. Now I haven't really seen that here. I need to be understood – I need - somebody needs to help me understand that a little bit better. I'd like to see them go back and give us their one, three, and five year plan so that we can at least look at what the future would be like before we approve this budget that's out there. Now that's just my take of it.

Mr. Snyder: The truck, the vac you're referring to, the 410,000....

Mr. Cerreta: Well that was one example.

Mr. Snyder: No, I'm saying, that was originally proposed in the budget, I believe maybe three years ago. And I've taken it out each year because of the fact that there hasn't been money for it. And historically the way it works, is in late October to the first week of November, the Department Heads submit a request. A request is sent to every department head and administrative head in the City through the Finance Department requesting their capital needs. And they put their capital needs on that wish list. And it comes back to the Council, the Finance Committee and the Finance Department to which the Director of Finance and myself have been, or whomever is sitting head of finance at the time, and the Finance Director and the help of - go through line by line looking what could be taken away from the wish list. We know we're by law we have to commit 20% of our revenues, our income tax to capital. That's how it's kept. Historically, we started out with that pool liner, it's funny you say that, it's now up over $350,000 since the last quote. So it is creeping itself up, it's getting kind of expensive. And that was put in capital rather than a pool operation because at the sake of a road that we were going to do so that we could get it done. And we may not be able to do it this year. But I - your point's well taken. We did that with streets a couple of years back. We have a five year plan. Now it's a four year plan because we've been through one cycle, one year cycle. And possibly, that adds merit is to lay out five years of capital, projected capital needs and everything set up on a

rotation. I mean if you run a small business, which I do, you know you don't unfortunately always have the money to buy something. So you just wait till you do have it and do it. And historically we've been fortunate to have the money to buy, not every piece of capital, but there's other ways that we've got to look at it. Now there is merit in that jet, this one item alone, but you know, possibly may have to – may have to rest. Somewhere along the line between now and November 30th of this year, we're going to have to come up with a half a million dollars.

Mr. Peters: What are we projecting? I thought we were projecting a million shortfall.

Mr. Snyder: Well you, traditionally, and this is nothing in stone, it's too early, you won't know until about June, the carryover you can basically estimate. Everything that is budgeted here will not be used. It is appropriated. It has to by law. At – in around June you'll know about where you're going to end up. So some of that money is going to have - and at this point the Finance Director and myself are predicting, you know, about $300,000. You're 9 and 45 projected short. And depending on where we come in on negotiations that will change that number. So figuring if everything is status quo, we're short just a little over $550,000.

Mr. Peters: So the fact that we're not going forward with the park levy, that's going to change that number, right?

Mr. Snyder: Right. That will increase. That was going to close that number.

Mr. Cerreta: That is precisely what I'm saying. Why we - this year we hold back and we stagger these things so we're not at a huge deficit this year, next year, and the next year. You have to look ahead like that and say but we can't buy - Chief, we can't buy this. Well maybe one this year, maybe one a year from now, and maybe one in four weeks from now, so that he knows where he can expect that. And the blow isn't as much to our genera funds. And we go through every, you know, the other – the Parks Department, and the Street Department, they have all these different things. Can they do a year later? There's nothing on there that we can't do without. There's not a thing on there through this whole thing that we can't do without.

Mr. Snyder: The only thing that you're – that you have to....

Mrs. Kiesling: The pool liner.

Mr. Snyder: Pardon me ....

Mr. Cerreta: The pool liner.

Mr. Snyder: Our wages and benefits....

Mr. Cerreta: We've got water for that though, by the way.

Mr. Snyder: are negotiated. We're bound by contract with them. But you're right. And you know what you're simply saying is what any person that with any fiduciary responsibility to a business would do if you have a CFO, which we do. As you draw pro forma you know exactly where you're going and where the - you have to manage your cash flow, you have to know

where it's at. Because you're right, if you don't have it, you can't spend it. That's why I think leasing is a very viable option rather than tying up all your capital. And then you can lay it out for five years or four years or two years, whatever you what to do.

Mr. Cerreta: That one, three and five is kind of standard with the business that I'm in. And I think ....

Mr. Snyder: Yes, that's pretty standard.

Mr. Cerreta: that works ...inaudible... do these departments, do they know what they need next year? Do they think what they need? I mean they're - they've been around a long time. They're very intelligent people.

Mr. Snyder: There's no question.

Mr. Cerreta: They could probably come right up with that.

Mr. Snyder: And I think a lot of that is just not requesting equipment just for the sake, because it's like a kid at Christmas. I want a new truck or something. They're limited in manpower, so they know if they replace it with new equipment that's a little more technically enhanced they are able to get more work done with less people. So you've got to watch how much - what trade-off is on equipment. But there is a balance there and I appreciate that.

Mrs. Kiesling: There is a balance. And I guess what we need to do is really, since you know, we're outside looking in, go back to you guys and say, "where is this $400,000 that you guys think we truly could do without? I know your department heads have told you what they really, really want. And I think you know probably pretty, well better than I, what they could really do without and what they really, really need. And there's got to be somewhere in there that we can, you know, barter and figure out what's best for the budget because I can't tell, I'm not on the streets with them.

Mrs. Werren: Right.

Mrs. Kiesling: But I will say, with the Chief, and I do feel bad saying this, but when I look back 2002 we bought one car, in `03 we bought four, in `04 we bought one. And then we went bust, essentially close. In. `05, `06, `07, `08, `09, and `10, we didn't buy any. And I do remember those years. Remember those years saying to the other side of the aisle, you can't buy anything. You can't hire anybody. You can't do anything. And that's exactly what they did. They did exactly what we told them to do. And now, you know, we're turning around a little bit, obviously. So in `11 they bought two cars, in `12 they bought two cars, and in `13 they bought three cars. So at this point, I think we've sort of evened out a little bit, and I wouldn't be opposed to telling them to maybe one or two cars this year or the one car and a van, and another car next year and - because we did just buy seven cars in '11, '12, and '13. So when I look at the years of the cars, so I'm assuming that's the year we purchased it or the year before. However you want to look at it. But we did go six years Mark, without buying anything....

Mr. Cerreta: Again, that's the past, right? And I understand ....

Mrs. Kiesling: without replacing cruisers for police officers....

Mr. Cerreta: and that's a good look at it.

Mrs. Kiesling: So we've done....

Mr. Cerreta: And when you come to it you're looking at prioritizing, right.

Mrs. Kiesling: And we did.

Mr. Cerreta: No, not then, now.

Mrs. Kiesling: Right. So I think we need to ask them to....

Mr. Cerreta: Yeah.

Mrs. Kiesling: I mean I don't want to be the one that says, you don't need three police cars. It's very easy for me to say that sitting right here. I need you guys to tell me what you absolutely, positively need. And then I think we can, I believe most of this is a wish list. I know you guys spend hours upon hours trying to figure out what's the best, especially with Jon. There's got to be something else in this budget that can go. Dave.

Mayor Held: Yeah. Oh I'm sorry. Yeah, what I think what we need to do is we're going to go back and have the Chief do a cost comparison. When you look at each vehicle and the amount that we've spent on maintenance and repairs, you can keep any vehicle on the road....

Mrs. Kiesling: Right.

Mayor Held: You know, you can just keep replacing parts. The question is at what point does that vehicle - does it become more cost-efficient to replace the vehicle or to you know, just keep repairing it? And so what we'll do is, we'll go back and get that information together. So then you can see each vehicle and what the maintenance and repair costs have been for each vehicle as it compares to purchasing a new vehicle. And then there's another issue that the Chief had mentioned as far as the condition, you know....

Mrs. Kiesling: The rust.

Mayor Held: the rust and so forth. And we'll also come up with a projection as far as a rotation. As far as the average number of years that we would keep the vehicle or that we plan to keep the vehicle, whether it's a two-year rotation or a three-year rotation, and how that also would compare if we bought it outright or if we leased it. So I think really what I'm hearing is the Council would just like to have more information to compare the options, and a plan over the next three to five years as it pertains to the capital equipment purchases. And we can do that.

Mr. Griffith: And I think as we've talked about it a little bit, after the Wednesday night meeting, well maybe not so much meeting as it was odyssey maybe based on length, but I think what we

need to be doing is really looking at the future because things are going to be very different than they were before. And when it comes to capital needs, as you said, the reason that you do the one, three, five, is because you can say, well do we really only need a few over the five year period if we do it that way. And we need to be doing that with all our capital needs. But I'm more concerned about doing that projecting on the income side. You know, from the expense side you can kind of control that a little bit. But I think that we need to be really thoughtful about what is our true income going to be for the next five years from a budget standpoint that way. And then finding the answer to the question which even if we did a park levy for three years, it's really only a temporary response, and not a real good long-term response. So I think that's what we're talking about. We need to immediately, if we pass the budget tonight, or whenever, we need to be in a position where we can say we need to immediately begin work on next year's budget now, right now.

Mrs. Kiesling: Right.

Mr. Snyder: Well there is no question, I will tell you from - that you need a revenue enhancement. However you obtain it is, you know, there are several different ways. But the expenses have now outgrown the income. And when you're upside down, you know, you have to - you can't operate in the deficit, it's illegal. So we have to come up with something. I mean we can get – we can get through this year. But as we prepare '15, something's got to come out of there. And there's not a lot you can take. I mean obviously you can cut capital. I mean you can cut equipment. But you reach a point where that's not enough. But I agree with you. What I'd like to see happen, is let's not move this budget ahead. We still have a little breathing room there where we are the first week of February. Next week, we'll have a Council meeting and afterwards a Council of the Whole Meeting. And let's again discuss those factors that are given to us as additional information to the budget, and the possible lease versus purchase of the cruisers, and we will move ahead accordingly. And we're still within the time to meet the Chief's timeline if it works out and everybody is happy. Is that comfortable to the Committee?

Mr. Peters: Well, yeah, it's comfortable to me. And I wouldn't be opposed to having another, maybe a couple more budget meetings, and more specific.

Mr. Cerreta: I would like that.

Mr. Peters: And not just general budget but, you know, let's look at, you know, certain aspects of the budget, you know.

Mr. Griffith: I was thinking about that after Wednesday to run through the scenarios, where we say if we had to do a ten percent reduction, what would that look like? If we had to reduce by a certain percentage, or if we had to cut capital by a certain amount.

Mr. Peters: Where would it come from?

Mr. Griffith: Or if we were able to raise the income tax through more jobs....

Mr. Snyder: If you're looking for – on a – if you're looking for capital – looking for cuts in this proposed budget that we're operating now on the interim budget, I would caution you to go to

capital versus manpower because there's about 71% of the general funds is used for manpower and support of it. So that's getting a little bit draconian to immediately move to manpower.

Mr. Peters: We're already bare bones....

Mr. Snyder: Right.

Mr. Peters: As far as manpower that's ....

Mr. Snyder: So that's why if we're going to look at, begin to remove something from the proposed full operating budget, I would look at capital before I would look at ....

Mr. Peters: I mean we're still - correct me if I'm wrong, somebody help me out here, we're still short one police officer.

Mr. Snyder: Two.

Mr. Peters: We're short two. You know, I could probably identify a few other areas where we could have more help, but we're making do with what we have right now. So yeah, I would agree with you, Jon, capital I think is where it's going to be at. David did you have something ....

Mr. Snyder: You know, I mean, the problem, it's like everyplace. I mean this is a small business, it's a $44,000,000 business, and it's very difficult to make money today. And no matter - the costs to do business are horrendous. And our income is the profit that we get. And that's getting harder and harder to generate. It's just hard. And no matter if you're selling services or tuxedos or medication pharmaceuticals, they're all very costly. Everything you do is very costly.

Mr. Peters: And you know, the strides that we've made, for example, I'm just talking the Police Department right now, you know we've added, you know we're almost to full strength. We're not quite there yet, but we have made some strides over the course of the last three years. And to Dan's point out, you know I'm with you on that one. You know you're looking at the revenue generating side, forecasting that, where we're going to be at, what are our options. Maybe all those conversations don't need to be had out on the floor. You know. But I think we need to have a real serious conversation about that.

Mr. Snyder: Well next week we'll have for you a copy, it will come to you on Thursday. You'll get a copy of the capital outlay, then we can look at it. Go ahead.

Mr. Cerreta: Another thing and maybe Karen you can help us with this. You know, at my house if my daughter wants something, I give her the credit card and she goes out, believe it or not. I used to, she's not – she's beyond that. But I would check my statement afterwards to make sure that she - what she spent. Now do we have, or can you give us statements of what's going out throughout the year monthly? And a statement in my business we have a thing whether I'm above or below budget. A statement that says, you know, throughout the year....

Mr. Grimes: We get that every month.

Mr. Cerreta: are we above or below budget.

Mr. Grimes: We get that every month – every month.

Mr. Cerreta: Do we have that?

Mrs. Alger: We get that ....

Mr. Grimes: Every month.

Mr. Snyder: We get another one.

Mr. Foltz: Well, we get that little blurb, but do we got a statement of what we spent.

Mr. Snyder: Yeah. We get a report every month on what was appropriated and what was spent.

Mr. Cerreta: Alright, so it's beyond that little – those lines about where we are above and...

Mr. Snyder: And how much overtime. How much was appropriated, how much was spent.

Mr. Cerreta: I need to dig into that a little bit more.

Mr. Grimes: Percentages, everything.

Mrs. Alger: Yeah. Percentages are there too so that ....

Mr. Grimes: And the Auditors will actually us department heads if we read it. You know, they'll ask us to bring it to them....

Mr. Cerreta: Apparently this councilman doesn't.

(Laughter)

Mr. Grimes: I've had to bring it to them and show them that I've read it.

Mr. Cerreta: Okay.

Mr. Grimes: And another thing on the – we have, I know myself, projected how many cruisers we need and try to rotate them. And we'll come up here sometimes and in one year they decide not to buy a cruiser it throws the whole thing out of whack. And we do try to look at not purchasing large equipment at the same time as you're purchasing an ambulance and a fire truck because you don't want to hit the budget up that way either. And I think also, from my perspective, it helps to know are we going to keep the pool? I mean, in 12, 3 years, it's just

broke even. Now we're going to put a lot of money into it or do we get the cops to the houses with the cruisers. I mean, those are the kind of questions that we have to look at, too.

Mr. Griffith: Well that's exactly right. I think – and that's a wonderful point, Mike. I think that's what we said, look we need over the next three years, we're going to put certain ...inaudible... in place for income plugs, on the income side. And then as a result of that we're going to require that we really start to think of 10 to 20% reductions on the expense side. What are the "out of the box" thoughts about how we can do that? Does it mean look one way we can do it is cut the pool. Another way we can do it is cut fifteen people. Another way – and those are the things that I think we're talking about ...

Mrs. Werren: Right.

Mr. Griffith: the bigger, broader solutions. Not one, but a number of them that we can look at and say, okay does it make sense? And hear from people who'd say, well yeah, I'd rather have better police coverage than a pool or two officers down is not so bad, and I'd rather have the pool. You know, just all of those things.

Mr. Cerreta: I don't want to make you guys - I don't want to make this police versus pool thing. Alright, that's kind of getting out there. The pool is a jewel to our community. And we do give certain jewels to make people want to live here. So when you start talking – if we need to maybe look at the expenses of our pool. Sure every ten years we have to put a liner in. We need to budget for that. How much does our pool make and what were the costs? In general, besides the budget, we make money on our pool. Am I correct about that?

Mrs. Alger: Operating costs....

Mr. Cerreta: So why would we even think about getting rid of something when we make money on it?

Mrs. Alger: That's operating ....

Mr. Cerreta: So let's just get our expenses down, and make sure that we have something in the budget to replace that liner every so many years. That's a cash cow outside of the liner. Maybe we can get the right liner as things go that will last a little bit more than ten years.

Mr. Snyder: Well truly speaking, if you look at it the first thing I would tell you is that pool should be an enterprise zone itself.

Mr. Cerreta: Yeah.

Mr. Snyder: It should be able to stand on its own instead of being part of - if you convert that to an enterprise of its own, and then you can budget it. It has to stand on its own.

Mr. Cerreta: That's what I mean, but shoring up those expenses and know exactly what we're spending there ....

Mr. Snyder: And here's where it is ....

Mr. Cerreta: Plus bringing in....

Mr. Snyder: this is what you need for rates, and this is what you need for help, this is what you've got to generate. It can't subsidized by the general fund. If you let it stand, such as we did with the EMS, and it stands on its own. It's just been lately where the cost has gone so high we're again subsidizing it.

Mrs. Alger: So you would have to factor in capital costs.

Mr. Snyder: Right.

Mrs. Werren: Well you do. Like when we did that with our homeowner's association. Believe me they don't buy that it's not a cost, when we put in a liner or paint it ....

Mr. Snyder: Right.

Mrs. Werren: I mean they're all costs that you have to, but we didn't even know those....

Mr. Snyder: Well that throws it the other way around. And if it goes into paint....

Mrs. Werren: And even if it does cost us a little bit of money, it's a jewel to the community like you said. And maybe that encourages other people to come into the community, and buys houses and sells in the community. So that's okay.

Mr. Cerreta: There are certain things that - why people want to live here.

Mrs. Werren: They do, right.

Mr. Cerreta: And I would think that the pool's in the top ten, having a community pool. So you know we've got to watch what we say about that.

Mrs. Werren: I think the – the hard thing that I saw with the budget last week, and just because it involved all other communities and sharing, but it's hard to get those answers quickly. And so that goes to your point. And I did see that last year when we were talking, it was like, I just – I have a curiosity about dispatch only because you hear about it and I've been to other communities where it's working and not. And I just want the numbers. And I'm willing to do that. I just don't feel that I know as many people to contact about that as maybe some of you might. But I think that's what's lacking for me sometimes when I'm looking at the budget, because I do just want the numbers to compare. And if someone says you know we're only going to save $100 if we go with a ...inaudible... dispatch and we don't have the quality, that's fine. But I just – I want some of those facts. When we talked about that dump truck that does the asphalt, I mean obviously it's been a week. We can't – we haven't – we can't - it's hard to contact someone in a week and say, how's that working? Can you send us your analysis? And so some of those like you said, it's just more timeliness and we need more of those answers. But that does affect a lot of those line items. We talked about the gun range. There's 50,000

but appropriated 350 over the next five years. We need the numbers on how many times it's being used, are there other people who can use it, where does the sheriff go, where does Plain go? We just need a lot of that – that information I think to make true, real decisions on a lot of those. And I think the collaboration will help us possibly in the end, or not, but we just don't have those facts to know. And so that's where I'm confused about. Do you remove those pieces from the budget? Do you wait for the answers? Do you put them in and then hope to get the answers in the middle of the year? I mean how does that work?

Mr. Peters: They're appropriated now. You have to appropriate every dollar.

Mrs. Werren: Okay.

Mr. Peters: And expenditures come to us in a way like today, these three vehicles.

Mrs. Werren: Right.

Mr. Peters: They come to us to authorize Mayor to enter into the contract for ....

Mrs. Werren: So at this point you would leave, say the 50,000 in for the gun range and then just see where it goes.

Mrs. Kiesling: It's got to come back to us anyway.

Mr. Griffith: Like a banking truck, same thing.

Mrs. Kiesling: Right, right.

Mr. Griffith: Or the pool liner.

Mrs. Kiesling: We can say no the second time around. I mean ....

Mr. Snyder: Now that is – that's what you're doing here. These police cars have been – are in the budget....

Mrs. Kiesling: Well yeah, that's different, that's ....

Mrs. Werren: Right.

Mr. Snyder: Now you're going to authorize the Mayor to enter into a contract to purchase those ....
Mrs. Werren: Right, okay.

Mr. Snyder: three cars.

Mrs. Werren: Okay. So that was kind of some of my take on the budget. Just left me with – like Mark, just more questions, and so maybe we would have other budget hearings or looking at the capital, but...

Mr. Snyder: I know that's, but we could do as many as until everybody is fully comfortable with it. And what I'd like to, as I say next week we'll do it right after, we'll just take an hour and we'll go over it. And we'll go over the capital. And the next week after that, we'll go it again if we need to do it. It doesn't take anything but a little time.

Mr. Cerreta: Yeah, what's cool about being new for a lot of us here, is that we're asking questions. You've got to ask questions. If you're not asking questions then you're just sitting by and watching it happen. So I'm glad you're asking questions. I have the same questions.

Mrs. Werren: Okay.

Mr. Snyder: Yeah, there's no such thing as a dumb question. Okay.

Mrs. Alger: Can I say something?

Mr. Snyder: Please. I'm sorry.

Mrs. Alger: And I appreciate everyone's questions and my door is always open. So I go line by line or statement by statement, whatever. But I do agree with Councilman Griffith, we have the equation on both sides. It takes a lot longer to get the revenue, you know, enhancements up. For instance the levy, we put the levy on, had we put the levy on in 2014, we wouldn't see that money until 2015. Therefore, we put it on in 2015 - if we hold off and put it on 2015, we will not see that money come in until 2016. So we have to look at both sides and watch the timing is what I'm - and you know we know that the revenue has been decreasing in the general fund. And you know powers to them, they have continued to watch it as well. But that's all I have to say.

Mayor Held: If I could just add. You know as I look through, when we look at the budgets that we went through, back when I started as the City Administrator, when the City, you know we would go through the budget in one night and then it was approved. And it's because there really wasn't, there weren't really any financial challenges at all. There was always the, you know, the worry down the road what happens if the Hoover Company were to leave. And then when I first started serving as the Mayor, that's when it was evident that the Hoover Company was going to leave. And the budgetary process it was very interesting to see how it changed. We went from approving it for those of you that have been around for a number of years, approving it in one night, to going through budget hearings and having numerous meetings trying to decide what was going to cut. Because when you're looking at making a 4% cut in one department in a police department, you cannot make a 4% cut without removing employees. So it sounds like a small amount, but because we're so - the budget is so heavy with personnel that, I mean, you've got the separate capital items. As Mark had mentioned, there's a number of things you could put off. And in some cases this year, it may be good to take a capital improvement and to put that off until the next year. And in some cases, we've been putting that purchase off for five years. But what's important is that you as council members understand which items were being put off for three, four, or five years, like the sewer vac, the sewer jet, and what the implications are if we were to not purchase it this year.

Mrs. Werren: Right.

Mayor Held: The implications of not funding the pool liner. Is that something that we want to do? Are we able to put it off one more year? And I can tell you historically since Mike and I have been here, if we can put an expenditure off, we have put it off. It doesn't mean that we can't put off a purchase of a capital improvement for one more year, because we could. But I think also what Marcia had mentioned too, it has loosened up a little bit, you know compared to where we've been in the past because we cut so much that we really started to compromise our service, because right now we're still down two full-time police officers right now. We're presently down one medic, one paramedic, right? Or are we back – we're back up to full service on the paramedics. I'm sorry.

Mr. Snyder: We just put one on a couple weeks ago.

Mayor Held: But we're down. I'm sorry.

Mr. Grimes: Because of the fire inspectors we were ...inaudible... paramedics.

Mayor Held: Yes. So we're down two full-time firefighters. And when you look at making cuts, as Karen had mentioned, it's much easier to reduce the budget than it is to bring in revenue. You look at all that activity and over 1200 jobs that we brought to the Hoover facility, and we have what just over $400,000 in income, which is unbelievable because you don't see many communities increasing their income tax by $400,000 in a few years. But then you take a look at not replacing the two fire inspectors, that's $150,000, 150, $160,000 for those two positions. And then by not replacing, let's say a medic, we're going to save another 75,000, $80,000. However, the overtime goes up. You know. So that's something that we try to keep a balance on. And - but fortunately when we didn't replace the two full-time fire inspectors, Mike's been able to augment that service that they were doing by getting the full-time fire paramedics to serve as inspectors. So now they're going to be doing company inspections where they will take the ambulance, and they'll go to a place of business, and they will do the fire inspections. But all these questions are excellent and it just forces us to refine our decisions, and refine how we spend the money. And so I think what might be the best route to go is to have more budget hearings. And we can have the staff here and you know it forces them to justify the purchases that they're going to have. But also when you look at the overall budget and the fact that, what 75% is personnel, that area is just extremely, it is very, very tight. So....

Mr. Cerreta: Some of the things that we've done, and I've mentioned it to you, there are controllables and uncontrollables. Take away those uncontrollables, like you're saying personnel. Then just let us deal with the controllables.

Mayor Held: Yeah.

Mr. Cerreta: That's where we need to really, if that's where we've decided to make, you know, some adjustments. So get that minutia out of there so we don't look at everything so big, you know. And then take those out of there and see what else do we have that we can change. It makes it a little bit easier for everybody. But one of those questions, Dave, and I want to ask you, you said you needed to get up to the police amount. Why do we determine certain

amounts of police? Is there a certain amount that is, you know, our guidebook for the police, or what? Inaudible... ask so we can understand it ....

Mayor Held: No, we use as a comparison what we've had. You know, let's say we had 116 full time employees and now we're down to, what is it 93 or 94? And so I've used our highest amount of police officers or our highest amount of employees per department. And so when we say that we're down, one of the things that we were really proud of when we were reducing the budget due to the Hoover Company leaving, is that we did not impact the number of police officers that we had. And nor did we impact the Fire and EMS Department. But then as things progressed, we found that we had a change in the labor agreement. So we could start to hire more part-timers. As we hired more part-timers, because we do have a policy with the police department, it can be anywhere from, you know, mandatory three to four vehicles on the City streets, you know, per shift. That's an internal policy that we have at the department. So when we say we're down, we're saying we're down from the highest amount that we've had at least in the recent history. And so but the good thing is, is how are we able to function, because we do have part-timers. One of the other challenges that we have is that it takes time to train people. So when we have trained part-timers, it's so much easier to transition into replacing that person. But that's - yeah as far as the magical number, it's just a number that we've had in more recent history as it compares to now.

Mr. Cerreta: Just an optimal thing then....

Mayor Held: Yeah.

Mr. Cerreta: Inaudible...

Mayor Held: Yeah.

Mr. Cerreta: Okay.

Mr. Snyder: There's a strength ordinance laying out how many patrolmen, how many supervisors. We have an ordinance to – that directs the Chief how many people he can have. There's a strength ordinance for fire, police, EMS.

Mayor Held: Good. And even with the EMS, we've had, and also with our Police Department, they've been very cooperative because anytime there's a vacancy, Mike does not fill it. Any position, just does not fill it. And he usually gives it between six months and a year to see if we can operate without filling that full-time position, whatever department it is. And in some cases you can augment it with the other full time workers by cost utilization of the employees or utilizing part-timers or summer help or contracting that service out. So I think it's - and Mike can probably give a better assessment of that. But it's hard to say that okay, this is definitely the most cost-efficient and effective service. You can - it's real easy to identify cost efficiency because it's like well here's how much we spent and compared to, you know, this year and last year. But then the question is, is it compromising our effectiveness? Like with police or fire or EMS or street or sewer. And we got into that a little bit with the – with the Park Department. We were looking at grass cutting, whether we use summer helpers, which are available ten weeks out of thirty-three weeks of the cutting season, or part-timers which are usually available

year round, or compared to full timers or contracting the service out. So we don't really have a – you don't really have a set formula, Mike, for each department, right? It's just you kind of assess it as you move along? And one other thing to consider too, it also depends on the experience of the department. So you know, the knowledge and experience of each department, if you have a lot of new – we have a lot of newer police officers, they're young. And a lot of our experience has retired. So we're much more careful not to keep vacancies too long in the Police Department because it takes time to train. And then we want guys to be up to a certain level, you know with experience, so we don't have that brain-drain so to speak.

Mr. Snyder: Okay. Thank you. Let's move back to Community & Economic Development.

RECOMMEDATIONS: Based upon the above discussion and debate, the Committee recommended the following actions:

Item 2a. **Donation of City Lot 2781, Parcel No. 9200116:** The Committee recommended legislation be placed on the February 10, 2014 council agenda to consider, authorizing the Mayor, to enter into an agreement and, provided there is no additional cost or burden to the City, to take all actions necessary to accept the donation of real property, from Sandra K. Kean, and known as Parcel No. 9200116, City Lot 2781, located in the City of North Canton and adjacent to Price Park.

Item 2b. **Purchase of 2 Marked Cruisers and 1 Ford Cargo Van:** The Committee recommended legislation be placed on the February 10, 2014 council agenda to consider, authorizing Mayor, through the Board of Control, to enter into either a purchase agreement pursuant to the Ohio Cooperative Purchase Act, or a lease purchase agreement with a vendor for the lease purchase of two (2) marked cruisers and one (1) Ford cargo van, at a cost not to exceed $100,000 for use by the City's Police Department,

Item 2c. **2014 Budget:** The Committee recommended legislation be placed on the February 10, 2014 council agenda to consider, appropriations for current expenses and other expenditures of the City of North Canton, Ohio, for the period beginning January 1, 2014 and ending December 31, 2014

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JON SNYDER, CHAIRPERSON
FINANCE & PROPERTY COMMITTEE

ATTEST:

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CLERK OF COUNCIL