



City of North Canton, Ohio

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

www.northcantonohio.com

email: citycouncil@northcantonohio.com

NOTICE OF MEETINGS

Committee of the Whole Meeting Agenda Monday, June 6, 2011 – 7:00 p.m.

North Canton City Council will meet as a Committee of the Whole **Monday, June 6, 2011 at 7:00 p.m.** in the Council Chamber at North Canton City Hall.

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

1. Community & Economic Development Committee

Chairperson: Marcia Kiesling
Vice Chairman: Daniel Peters
Member: Jeff Davies

- a. Discussion - Occupancy Grant Agreements
Marcia Kiesling
- b. Establish Public Hearing re Luzio Zoning
Marcia Kiesling

2. Ordinance, Rules & Claims Committee

Chairman: Mark Cerreta
Vice Chairman: Doug Foltz
Member: Marcia Kiesling

- a. Discussion – Licensing of Tree Trimmers
Mark Cerreta
- b. Discussion - Electrical Aggregation Program
Mark Cerreta

3. Street & Alley Committee

Chairman: Pat DeOrio
Vice Chairperson: Marcia Kiesling
Member: Doug Foltz

- a. Pittsburg Avenue Resurfacing Project
Pat DeOrio

4. Water, Sewer & Rubbish Committee

Chairman: Jeff Davies
Vice Chairman: Pat DeOrio
Member: Jon Snyder

- a. Farview Drive Waterline Project – Increase in Allocation
Jeff Davies

5. Finance & Property Committee

Chairman: Jon Snyder
Vice Chairman: Jeff Davies
Member: Pat DeOrio

- a. Mayor's Court Receipts – March, 2011
Jon Snyder
- b. Mayor's Court Receipts – April, 2011
Jon Snyder
- c. Sourcing North Canton's City-Owned Electrical Accounts
Jon Snyder
- d. Supplemental Appropriation Request re State Fees
Jon Snyder
- e. Amendment to Section 191.13 Income Tax Ordinance
Jon Snyder
- f. Amendment to Section 141.03 Board of Control
Jon Snyder
- g. Supplemental Appropriation re Part-time Summer Help
Jon Snyder

**Special Council Meeting
Monday, June 6, 2011**

Notice is hereby given that a Special Meeting of the Council of the City of North Canton will be held **Monday, June 6, 2011 immediately following the Committee of the Whole meeting** in the Council Chamber at North Canton City Hall, pursuant to a voice vote taken at the council meeting held May 23, 2011 for consideration of the following:

1. Call to Order
2. Roll Call

3. **Ordinance No. 53-11 – 2nd Reading – Community & Economic Development
(tabled prior to the 2nd reading May 23, 2011)**

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Occupancy Grant Agreement for Project Omega and declaring the same to be an emergency.

4. Adjourn

Gail M. Kalpac
Clerk of Council

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

5/4/11-han
(Community & Economic Development)

An ordinance authorizing the Mayor of the City of North Canton to enter into Industrial and Commercial Occupancy Grant Agreements for Project Omega, and specifically with Suarez Corporation Industries; LT Enterprises of Ohio, LLC; and Patriot Enterprises of Ohio, LLC; and declaring the same to be an emergency.

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

Section 1. That the Mayor of the City of North Canton, be and is hereby authorized to enter into Industrial and Commercial Occupancy Grant Agreements for Project Omega, and specifically with Suarez Corporation Industries; LT Enterprises of Ohio, LLC; and Patriot Enterprises of Ohio, LLC.

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

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to meet the Company's timeline for beginning operations at their 334 Orchard Street Building location; 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, Ohio
Passed:

MAYOR

SIGNED: _____, 2011

ATTEST:

CLERK OF COUNCIL

COMMERCIAL AND INDUSTRIAL OCCUPANCY GRANT AGREEMENT

This Agreement is made and entered into by and between the CITY OF NORTH CANTON, OHIO, a municipal corporation, ("North Canton" or the "City") and LT ENTERPRISES OF OHIO, LLC ("Enterprises" or the "Company"), as of the ___ day of May, 2011.

WITNESSETH:

WHEREAS, North Canton has encouraged the creation of job opportunities throughout the City;

WHEREAS, the Company and its related companies are desirous of establishing its operations in certain industrial space in the Hoover District to create and retain employment opportunities (the "Project") within the boundaries of the City, provided that the appropriate development incentives are available to support the economic viability of said Project;

WHEREAS, the Facility has been vacant since June, 2008;

WHEREAS, the Council of the City by Ordinance No. 53-11 adopted May 23, 2011 authorized the Mayor of the City to enter into this Commercial and Industrial Occupancy Grant Agreement (the "Agreement") pursuant to Article XVIII, Section 3, Article VIII, Section 13 and Article VIII, Section 2p(D)(3) of the Ohio Constitution;

WHEREAS, the City, having the appropriate authority for this Agreement, is desirous of providing Enterprises with incentives available for the development of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. Description of the Project.

Enterprises and its related companies shall lease a portion of the 192,742 square foot facility at 334 Orchard Street, North Canton, Ohio 44720 (the "Facility") to house its manufacturing and distribution operations. In addition, the Company will purchase and install new equipment, and furniture related to its manufacturing and distribution operations.

2. Project Investment.

A. The Project will involve a total investment by the Company of \$150,000 for new furniture/equipment.

B. Occupancy of the Facility will begin approximately July 1, 2011 and will be completed approximately September 1, 2011.

3. Job Creation and Retention.

A. The Company shall employ in the City, within a time period not exceeding seven (7) months after the occupation of the Facility, the equivalent of thirty-one (31) full time employees ("New Employees") and shall maintain such level of employment at the Facility for a period of at least four (4) years.

B. The New Employees will result in at least an estimated \$600,000 of additional annual payroll subject to taxation by the City for the period of at least four years. This will, in turn, generate at least \$9,000.00 in new tax revenue to the City for at least four (4) years ("New Tax Revenue").

4. Issuance of Grant.

A. The City hereby awards a grant (the "Grant") to Enterprises based upon the creation of new payroll and jobs in North Canton, and the implementation of the Project. The Grant shall be paid in two annual installments in the manner described in Section 5 below.

B. The amount of each Grant payment to the Company shall be equal to fifty percent (50%) of the New Tax Revenue in a calendar year, not to exceed the amount of corporate income tax due to the City from Enterprises in a calendar year.

C. Funding for the Grant shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and monitoring fees. Payment of the Grant is expressly conditioned on the City having sufficient non-tax revenue sources to fund the Grant, as determined by the City's Director of Finance.

5. Grant Payments.

A. Enterprises shall certify in writing to the City that the job creation and retention projections set forth in Section 3 above have been met by December 31, 2011.

B. Subject to successful completion of the annual review described in Section 8 below, the initial grant payment shall be made by June 30, 2013, provided that the Company files its federal Form S-W3 by February 28, 2013 for tax year 2012. The second and final grant payment shall be made on June 30, 2014, provided that the Company files its federal Form S-W3 by February 28, 2014 for tax year 2013.

6. Use of Grant Payments.

Grants shall be allocated by the Company for purchase of furniture and/or other non-construction related costs of the Project.

7. Payment of Taxes and Filing Reports and Returns.

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

8. Annual Review.

A. Upon request by the City, the Company shall timely provide to the City any information reasonably required by the City to evaluate the Company's compliance with the Agreement.

B. A committee consisting of the Chairperson of Council's Community and Economic Development Committee, who shall serve as Chair of the committee, the At-Large members of Council, the Director of Economic Development, and the Director of Finance shall meet in May of 2013 and May of 2014, at a time and place designated by the Chair of the committee, to review the Company's compliance with the terms of this Agreement.

C. If the committee, by majority vote, determines that the Company is in compliance with the Agreement, payment of the Grant shall be made in the manner described in Section 5 above.

D. If the committee, by a majority vote, determines that the Company is not in compliance with the terms of this Agreement, the committee shall prepare a written report of its specific findings of noncompliance. The Company shall be provided a copy of the report by the committee and also provided an opportunity to cure the noncompliance.

E. Once there has been a finding of noncompliance by the committee established pursuant to this Section 8, no grant award shall be paid to the Company until the committee determines, by majority vote of its members, that the Company has provided sufficient evidence of compliance.

9. Certification as to Payment of Taxes.

The Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination In Employment.

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

11. Administrative Fee.

The Company shall pay an annual fee of \$500 in any year that Company is projected to receive a grant payment. Such payment shall be due on January 1 of the year the expected grant payment is to be made. The proceeds will be applied to the costs of grant administration.

12. Notices.

Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

If to the Company to: LT Enterprises of Ohio LLC
 334 Orchard Street NW
 North Canton, Ohio 44720
 Attention: Neil Tybork, Managing Member

13. Payback Provision.

A. If Enterprises substantially fails to meet its obligations under this Agreement or otherwise materially breaches this Agreement and such breach is not otherwise cured or remedied by Enterprises, Enterprises shall be required to pay to the City an amount equal to the amount of all grant payments received pursuant to this Agreement.

B. The City shall be entitled to an award of its attorney fees and all costs related to its enforcement of this Agreement.

14. Miscellaneous.

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

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

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

D. This Agreement sets forth the entire agreement between the parties regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement and fully supersedes any and all prior agreements or understandings (written or oral) between Enterprises and the City regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement.

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

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

G. This Agreement shall be governed by and construed in accordance with Ohio law. The parties hereto expressly consent to the jurisdiction of the courts located in the State of Ohio. The City and Enterprises agree that any disputes between them concerning this Agreement or any other matter shall only be brought in the Stark County Court of Common Pleas or the United States District Court for the Northern District of Ohio, Eastern Division.

IN WITNESS WHEREOF, the City of North Canton, Ohio, by David Held, its Mayor, and pursuant to Ordinance No. 53-11, and LT ENTERPRISES OF OHIO, LLC, by _____, its _____, have caused this Agreement to be executed on the _____ day of _____, 2011.

WITNESSED BY:

CITY OF NORTH CANTON

By: _____

Title: _____

WITNESSED BY:

LT ENTERPRISES OF OHIO
LLC

By: _____

Title: _____

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

DIRECTOR OF FINANCE

By: _____

Date: _____

Approved as to legal form and content:

DIRECTOR OF LAW

By: _____

Date: _____

COMMERCIAL AND INDUSTRIAL OCCUPANCY GRANT AGREEMENT

This Agreement is made and entered into by and between the CITY OF NORTH CANTON, OHIO, a municipal corporation, ("North Canton" or the "City") and PATRIOT ENTERPRISES OF OHIO, LLC ("Patriot" or the "Company"), as of the ___ day of May, 2011.

WITNESSETH:

WHEREAS, North Canton has encouraged the creation of job opportunities throughout the City;

WHEREAS, the Company and its related companies are desirous of establishing its operations in certain industrial space in the Hoover District to create and retain employment opportunities (the "Project") within the boundaries of the City, provided that the appropriate development incentives are available to support the economic viability of said Project;

WHEREAS, the Facility has been vacant since June, 2008;

WHEREAS, the Council of the City by Ordinance No. 53-11 adopted May 23, 2011 authorized the Mayor of the City to enter into this Commercial and Industrial Occupancy Grant Agreement (the "Agreement") pursuant to Article XVIII, Section 3, Article VIII, Section 13 and Article VIII, Section 2p(D)(3) of the Ohio Constitution;

WHEREAS, the City, having the appropriate authority for this Agreement, is desirous of providing Patriot with incentives available for the development of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. Description of the Project.

Patriot and its related companies shall lease a portion of 192,742 square foot facility at 334 Orchard Street, North Canton, Ohio 44720 (the "Facility") to house its manufacturing and distribution operations. In addition, the Company will purchase and install new machinery, equipment, and furniture related to its manufacturing and distribution operations.

2. Project Investment.

A. The Project will involve a total investment by the Company of \$15,000 for new furniture/equipment:

B. Occupancy of the Facility will begin approximately July 1, 2011 and will be completed approximately September 1, 2011. Installation of machinery and equipment will be completed by September 1, 2011.

3. Job Creation and Retention.

A. The Company shall employ in the City, within a time period not exceeding seven (7) months after the occupation of the Facility, the equivalent of one hundred forty-nine (149) full time employees ("New Employees") and shall maintain such level of employment at the Facility for a period of at least four (4) years.

B. The New Employees will result in at least an estimated \$2,400,000 of additional annual payroll subject to taxation by the City for the period of at least four years. This will, in turn, generate at least \$36,000 in new tax revenue to the City for at least four (4) years ("New Tax Revenue").

4. Issuance of Grant.

A. The City hereby awards a grant (the "Grant") to Patriot based upon the creation of new payroll and jobs in North Canton, and the implementation of the Project. The Grant shall be paid in two annual installments in the manner described in Section 5 below.

B. The amount of each Grant payment to the Company shall be equal to fifty percent (50%) of the New Tax Revenue in a calendar year, not to exceed the amount of corporate income tax due to the City from Patriot in a calendar year.

C. Funding for the Grant shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and monitoring fees. Payment of the Grant is expressly conditioned on the City having sufficient non-tax revenue sources to fund the Grant, as determined by the City's Director of Finance.

5. Grant Payments.

A. Patriot shall certify in writing to the City that the job creation and retention projections set forth in Section 3 above have been met by December 31, 2011.

B. Subject to successful completion of the annual review described in Section 8 below, the initial grant payment shall be made by June 30, 2013, provided that the Company files its federal Form S-W3 by February 28, 2013 for tax year 2012. The second and final grant payment shall be made on June 30, 2014, provided that the Company files its federal Form S-W3 by February 28, 2014 for tax year 2013.

6. Use of Grant Payments.

Grants shall be allocated by the Company for the purchase of machinery/equipment, purchase of furniture/fixtures, and/or other non-construction related costs of the Project.

7. Payment of Taxes and Filing Reports and Returns.

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

8. Annual Review.

A. Upon request by the City, the Company shall timely provide to the City any information reasonably required by the City to evaluate the Company's compliance with the Agreement.

B. A committee consisting of the Chairperson of Council's Community and Economic Development Committee, who shall serve as Chair of the committee, the At-Large members of Council, the Director of Economic Development, and the Director of Finance shall meet in May of 2013 and May of 2014, at a time and place designated by the Chair of the committee, to review the Company's compliance with the terms of this Agreement.

C. If the committee, by majority vote, determines that the Company is in compliance with the Agreement, payment of the Grant shall be made in the manner described in Section 5 above.

D. If the committee, by a majority vote, determines that the Company is not in compliance with the terms of this Agreement, the committee shall prepare a written report of its specific findings of noncompliance. The Company shall be provided a copy of the report by the committee and also provided an opportunity to cure the noncompliance.

E. Once there has been a finding of noncompliance by the committee established pursuant to this Section 8, no grant award shall be paid to the Company until the committee determines, by majority vote of its members, that the Company has provided sufficient evidence of compliance.

9. Certification as to Payment of Taxes.

The Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination In Employment.

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

11. Administrative Fee.

The Company shall pay an annual fee of \$500 in any year that Company is projected to receive a grant payment. Such payment shall be due on January 1 of the year the expected grant payment is to be made. The proceeds will be applied to the costs of grant administration.

12. Notices.

Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

If to the Company to: Patriot Enterprises of Ohio LLC
 334 Orchard Street NW
 North Canton, Ohio 44720
 Attention: David Bratanov

13. Payback Provision.

A. If Patriot substantially fails to meet its obligations under this Agreement or otherwise materially breaches this Agreement and such breach is not otherwise cured or remedied by Patriot, Patriot shall be required to pay to the City an amount equal to the amount of all grant payments received pursuant to this Agreement.

B. The City shall be entitled to an award of its attorney fees and all costs related to its enforcement of this Agreement.

14. Miscellaneous.

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

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

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

D. This Agreement sets forth the entire agreement between the parties regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement and fully supersedes any and all prior agreements or understandings (written or oral) between Patriot and the City regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement.

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

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

G. This Agreement shall be governed by and construed in accordance with Ohio law. The parties hereto expressly consent to the jurisdiction of the courts located in the State of Ohio. The City and Patriot agree that any disputes between them concerning this Agreement or any other matter shall only be brought in the Stark County Court of Common Pleas or the United States District Court for the Northern District of Ohio, Eastern Division.

IN WITNESS WHEREOF, the City of North Canton, Ohio, by David Held, its Mayor, and pursuant to Ordinance No. 53-11, and PATRIOT ENTERPRISES OF OHIO, LLC, by _____, its _____, have caused this Agreement to be executed on the _____ day of _____, 2011.

WITNESSED BY:

CITY OF NORTH CANTON

By: _____

Title: _____

WITNESSED BY:

PATRIOT ENTERPRISES OF OHIO LLC

By: _____

Title: _____

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

DIRECTOR OF FINANCE

By: _____

Date: _____

Approved as to legal form and content:

DIRECTOR OF LAW

By: _____

Date: _____

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COMMERCIAL AND INDUSTRIAL OCCUPANCY GRANT AGREEMENT

This Agreement is made and entered into by and between the CITY OF NORTH CANTON, OHIO, a municipal corporation, ("North Canton" or the "City") and SUAREZ CORPORATION INDUSTRIES ("Suarez" or the "Company"), as of the ___ day of May, 2011.

WITNESSETH:

WHEREAS, North Canton has encouraged the creation of job opportunities throughout the City;

WHEREAS, the Company and its related companies are desirous of establishing its operations in certain industrial space in the Hoover District to create and retain employment opportunities (the "Project") within the boundaries of the City, provided that the appropriate development incentives are available to support the economic viability of said Project;

WHEREAS, the Facility has been vacant since June, 2008;

WHEREAS, the Council of the City by Ordinance No. 53-11 adopted May 23, 2011 authorized the Mayor of the City to enter into this Commercial and Industrial Occupancy Grant Agreement (the "Agreement") pursuant to Article XVIII, Section 3, Article VIII, Section 13 and Article VIII, Section 2p(D)(3) of the Ohio Constitution;

WHEREAS, the City, having the appropriate authority for this Agreement, is desirous of providing Suarez with incentives available for the development of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the Parties from the execution hereof, the Parties agree as follows:

1. Description of the Project.

Suarez and its related companies shall lease a portion of the 192,742 square foot facility at 334 Orchard Street, North Canton, Ohio 44720 (the "Facility") to house its distribution operations. In addition, the Company will purchase and install new inventory, equipment, and furniture related to its manufacturing and distribution operations.

2. Project Investment.

A. The Project will involve a total investment by the Company of \$500,000 in new inventory.

B. Occupancy of the Facility will begin approximately July 1, 2011 and will be completed approximately September 1, 2011. Acquisition of inventory will be completed by September 1, 2011.

3. Job Creation and Retention.

A. The Company shall employ in the City, within a time period not exceeding seven (7) months after the occupation of the Facility, the equivalent of forty-nine (49) full time employees ("New Employees") and shall maintain such level of employment at the Facility for a period of at least four (4) years.

B. The New Employees will result in at least an estimated \$1,200,000 of additional annual payroll subject to taxation by the City for the period of at least four years. This will, in turn, generate at least \$18,000 in new tax revenue to the City for at least four (4) years ("New Tax Revenue").

4. Issuance of Grant.

A. The City hereby awards a grant (the "Grant") to Suarez based upon the creation of new payroll and jobs in North Canton, and the implementation of the Project. The Grant shall be paid in two annual installments in the manner described in Section 5 below.

B. The amount of each Grant payment to the Company shall be equal to fifty percent (50%) of the New Tax Revenue in a calendar year, not to exceed the amount of corporate income tax due to the City from Suarez in a calendar year.

C. Funding for the Grant shall only be from the following non-tax revenue sources: interest income, permit fees, activity fees, service charges, and monitoring fees. Payment of the Grant is expressly conditioned on the City having sufficient non-tax revenue sources to fund the Grant, as determined by the City's Director of Finance.

5. Grant Payments.

A. Suarez shall certify in writing to the City that the job creation and retention projections set forth in Section 3 above have been met by December 31, 2011.

B. Subject to successful completion of the annual review described in Section 8 below, the initial grant payment shall be made by June 30, 2013, provided that the Company files its federal Form S-W3 by February 28, 2013 for tax year 2012. The second and final grant payment shall be made on June 30, 2014, provided that the Company files its federal Form S-W3 by February 28, 2014 for tax year 2013.

6. Use of Grant Payments.

Grants shall be allocated by the Company for the purchase of new inventory and/or other non-construction related costs of the Project.

7. Payment of Taxes and Filing Reports and Returns.

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

8. Annual Review.

A. Upon request by the City, the Company shall timely provide to the City any information reasonably required by the City to evaluate the Company's compliance with the Agreement.

B. A committee consisting of the Chairperson of Council's Community and Economic Development Committee, who shall serve as Chair of the committee, the At-Large members of Council, the Director of Economic Development, and the Director of Finance shall meet in May of 2013 and May of 2014, at a time and place designated by the Chair of the committee, to review the Company's compliance with the terms of this Agreement.

C. If the committee, by majority vote, determines that the Company is in compliance with the Agreement, payment of the Grant shall be made in the manner described in Section 5 above.

D. If the committee, by a majority vote, determines that the Company is not in compliance with the terms of this Agreement, the committee shall prepare a written report of its specific findings of noncompliance. The Company shall be provided a copy of the report by the committee and also provided an opportunity to cure the noncompliance.

E. Once there has been a finding of noncompliance by the committee established pursuant to this Section 8, no grant award shall be paid to the Company until the committee determines, by majority vote of its members, that the Company has provided sufficient evidence of compliance.

9. Certification as to Payment of Taxes.

The Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. Non-Discrimination In Employment.

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

11. Administrative Fee.

The Company shall pay an annual fee of \$500 in any year that Company is projected to receive a grant payment. Such payment shall be due on January 1 of the year the expected grant payment is to be made. The proceeds will be applied to the costs of grant administration.

12. Notices.

Any notices, statements, acknowledgements, consent approvals, certificates, or requests required to be given on behalf of either party shall be made in writing addressed as follows:

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

If to the Company to: Suarez Corporation Industries
 7800 Whipple Avenue
 North Canton, Ohio 44720
 Attention: Michael Giorgio, Chief Financial Officer

13. Payback Provision.

A. If Suarez substantially fails to meet its obligations under this Agreement or otherwise materially breaches this Agreement and such breach is not otherwise cured or remedied by Suarez, Suarez shall be required to pay to the City an amount equal to the amount of all grant payments received pursuant to this Agreement.

B. The City shall be entitled to an award of its attorney fees and all costs related to its enforcement of this Agreement.

14. Miscellaneous.

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

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

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

D. This Agreement sets forth the entire agreement between the parties regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement and fully supersedes any and all prior agreements or understandings (written or oral) between Suarez and the City regarding the Commercial and Industrial Occupancy Grant awarded by this Agreement.

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

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

G. This Agreement shall be governed by and construed in accordance with Ohio law. The parties hereto expressly consent to the jurisdiction of the courts located in the State of Ohio. The City and Suarez agree that any disputes between them concerning this Agreement or any other matter shall only be brought in the Stark County Court of Common Pleas or the United States District Court for the Northern District of Ohio, Eastern Division.

IN WITNESS WHEREOF, the City of North Canton, Ohio, by David Held, its Mayor, and pursuant to Ordinance No. 53-11, and Suarez Corporation Industries, by _____, its _____, have caused this Agreement to be executed on the _____ day of _____, 2011.

WITNESSED BY:

CITY OF NORTH CANTON

By: _____

Title: _____

WITNESSED BY:

SUAREZ CORPORATION
INDUSTRIES

By: _____

Title: _____

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

DIRECTOR OF FINANCE

By: _____

Date: _____

Approved as to legal form and content:

DIRECTOR OF LAW

By: _____

Date: _____



City of North Canton, Ohio

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

www.northcantonohio.com

email: citycouncil@northcantonohio.com

June 2, 2011

To: Marcia Kiesling, Chairperson
Community & Economic Development Committee

Re: Public Hearing to Establish Zoning
Luzio Annexation Area

Dear Ms. Kiesling:

The Planning Commission, at their March 23, 2011 recommended that the recently annexed property be zoned as Park & Institutions (P&I).

The next step will be for Council to establish a public hearing date and time to consider the Planning Commission's recommendation.

Thank you.

Sincerely,

Gail M. Kalpac
Clerk of Council



City of NORTH CANTON, OHIO

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

TO: ✓ All Council Members
Hans Nilges/Gail Kalpac
Applicants

May 18, 2011

Re: Planning Commission Actions – Meeting of March 23, 2011. (April application)

Members Present: J. Dennis Flechtner, Ray Shanabruch, Jerry Geib, Tim Morrow, Tom Serra
Also in Attendance: Director of Administration, Mike Grimes, Law Director Hans Nilges,
Economic Development and P & I Coordinator, Eric Bowles

- No Minutes were submitted for approval.

The remainder of the agenda followed:

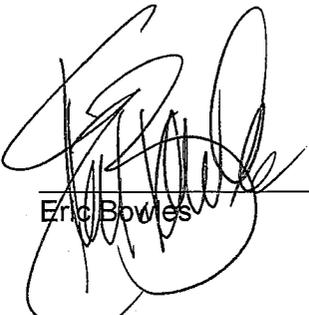
PC 215-11 Text and Map Amendment – Establish Zoning for recently annexed parcels
Annexation known as East Maple/Luzio Annexation Plat
Parcels # 5501515, #5500157, and #5501429
Recommendation by Planning Commission to zone as P & I (Parks & Institutions)

PC 216-11 Site Plan Application - Modification to Drive-thru and parking configuration
McDonald's Corporation 1407 North Main Street

A plan was submitted for a dual drive-thru and modified parking site plan; the plan is recommended approved as submitted.

VOTE: 5-Yes 0-No

Site Plan was **approved with condition there will be visible signage in addition to directional information painted on pavement.**


Eric Bowles

EB/ljt

RECEIVED

MAY 19 2011

COUNCIL OFFICE
NORTH CANTON, OHIO

Memo from the City of North Canton Council Office

June 2, 2011

To: Jon Snyder
President of Council

From: Gail M. Kalpac
Clerk of Council



Re: June 6, 2011 Committee of the Whole
Discussion – Licensing of Tree Trimmers

Discussion of licensing of tree trimmers is being placed on the June 6, 2011 Committee of the Whole agenda at the request of Mark Cerreta, Chairman of the Ordinance, Rules & Claims Committee.

He is proposing all companies hired to trim, prune, etc. any tree over fifteen (15') be required to have the following:

- Licensed by the City
- Show proof of liability insurance - \$100,000 minimum
- At least one employee must be a licensed arborist

c: Council, Law Department
Mayor, D/Administration
D/Finance, City Engineer
D/Economic Development
Police Chief, Fire/EMS Chief
Press

Memo from the City of North Canton Council Office

May 19, 2011

To: Mark Cerreta
Council at Large

From: Gail Kalpac
Clerk of Council

Re: Licensing of Tree Trimmers

In response to your request, attached are copies of codified ordinances from the cities of Dover, Marietta and New Philadelphia re licensing of tree trimmers. None of the surrounding communities (Canton, Green, Louisville or Massillon) require licensing at this time.

If I can be of further assistance, please do not hesitate to contact the Council Office.

Thank you.

905.05 PLANTING PERMIT REQUIRED, REMOVAL OF TREE IMPROPERLY PLANTED.

(a) No person shall hereafter plant any tree or shrub upon any public way, curb strip, street, alley or municipal property unless he shall have first obtained a permit in writing from the Director of Public Service specifying the size, type, species and location on the public way, curb strip, street, alley or municipal property of the tree or shrub so to be planted. Approval to plant requires adherence to the specifications of the Shade Tree Commission and the ordinances of the City of Dover including but not limited to Section 1123.05.

(Ord. 34-90. Passed 5-7-90.)

(b) The Director of Public Service shall have the authority to deny a permit to any person who proposes to plant any tree or shrub upon a public way, curb strip, street, alley or Municipal property of a size, type or species found to be undesirable by the Commission or so found to be undesirable for the location proposed; or he may deny a permit to any person who proposes to plant any tree or shrub upon a public way, curb strip, street, alley or Municipal property if at a location found by the Commission to be of a size or type unsuitable for planting of trees or shrubs.

(c) Whenever any tree shall be planted in the public way, curb strip, street, alley or Municipal property in conflict with specifications of the Shade Tree Commission, it shall be lawful for the City to remove or cause removal of the same, and the exact cost thereof shall be assessed to the person responsible for the planting as provided by law in the case of special assessments.

(d) Trees planted upon a public way, curb strip, street, alley or Municipal property may be removed by the City as necessary to protect the public health, safety, welfare and aesthetics. The Director of Public Service may cause the removal of any such tree by using City employees, Shade Tree Commission members, or private contractors under contract with the City. (Ord. 27-84. Passed 6-4-84.)

(e) No person shall engage in the business of planting, cutting, trimming, pruning, removing, spraying or otherwise treating trees, within the City without first having obtained a license, which license shall be issued according to the following standards:

(1) Such license shall be issued upon the presentation of evidence satisfactory to the Mayor after a recommendation from the Shade Tree Commission, that the applicant is qualified and has the experience and training to engage in tree trimming, tree removal and tree surgery work for hire; that the applicant agrees to comply with the specifications for tree trimming, tree removal and tree surgery work for hire; and provided that before any license shall be issued, each applicant shall first file evidence of possession of liability insurance in the minimum amounts of three hundred thousand dollars (\$300,000) for bodily injury or death and one hundred thousand dollars (\$100,000) property damage indemnifying the City or any person injured or damaged resulting from the pursuit of such endeavor as herein described.

(2) A fee of fifty dollars (\$50.00) shall be charged for each such license, giving such licensee the right to engage in tree trimming, tree removal and tree surgery for the period of one year next following the issuance of such license.

(3) The Mayor is authorized to revoke a license at any time upon proof satisfactory to him that the person holding such license is violating the provisions of this section or the specifications of the Shade Tree Commission for tree trimming, tree removal or tree surgery for hire; or is engaged in practicing fraud upon any person for whom he is performing tree trimming, tree removing or tree surgery for hire within the City.

(f) No street trees other than those species authorized by the regulations promulgated hereunder may be planted under or within ten lateral feet of any overhead utility wire, or over or within five lateral feet of any underground water line, sewer line, transmission line or other utility.

(g) It shall be unlawful as a normal practice for any person, firm or City department to top any tree, park tree or other tree on public property. Topping is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempted from this subsection at the determination of the Shade Tree Commission.

(Ord. 34-90. Passed 5-7-90; Ord. 49-97. Passed 10-6-97.)



Marietta Tree Commission Policies and Procedures

I. Tree maintenance

A. Public Inquiries

The public is encouraged to inquire about the condition of a tree by calling City Hall or a member of the Tree Commission, preferably the Public Inquiry Committee Chair.

In some cases, the City's Ohio Dept. of Natural Resources, Division of Forestry, Urban Forester Consultant may be asked to inspect and provide a written evaluation of a tree. Occasionally, the Tree Commission as a whole will be asked to vote on a recommended action. Residents will be contacted about decisions.

B. Permit Procedure

A resident or contractor requesting to remove or prune a city tree at personal expense must fill out a permit application (Appendix A).

The public inquiry chair (or Tree Commission chair or other assigned TC member) will check the tree and contact the resident for additional details if needed. The Tree Commission will provide recommendations on the application form. The application is then forwarded to the Director of Public Safety and Service for his decision. It is the responsibility of the resident to obtain a completed, approved permit before proceeding with the requested action.

C. Prioritization of Tree Maintenance

Trees requiring pruning or removal are given a priority ranking as follows:

E (Emergency). Condition of tree indicates imminent hazard and remedial action should be taken at once.

P-1 (Priority-1). Indicates tree should go on the next contract.

P-2 (Priority-2). Future action may be required. Condition of P-2 trees is currently unclear and the tree will be reevaluated before being placed on the next contract. In some cases, trees that recover may be removed from the list.

P-3 (Priority-3). No action required. A tree about which a resident has made repeated inquiries, but for which the tree's condition does not warrant action. As a courtesy to the resident, a P-3 tree will be reevaluated once each year or as called for by the particular situation.

P-4 (Priority-4) No action appropriate. A tree for which a resident has recently requested maintenance that is not appropriate to a sound urban tree program. Typically, a P-4 tree might be one for which extensive pruning or removal has been requested by the resident for personal reasons (e.g., tree removal so that flowers may be planted.)

D. Maintenance work

Maintenance of city trees is performed by city crews or by a contracted pruning company. Occasionally, Tree Commission members may remove or prune limbs of smaller trees. Contracts for tree pruning and removal are awarded two or three times a year, or as necessary, to licensed tree pruners. The list of current priority trees is maintained by the Assistant Safety-Service Director.



E. Licensing of Tree Maintenance Contractors

An application (Appendix B) to be filled out by a contractor is available at City Hall. Proof of insurance, workmers compensation, etc. must be provided to the Director of Public Safety and Service. Before making a recommendation on the application, the Tree Commission may request an on-site inspection of recent prunings by the applicant to ascertain whether the work has been conducive to long-term health of the tree and appropriate for the location and tree.

II. Planting Program

A. Goals

An inventory in the early 1950s showed over 1900 American elms along Marietta's streets and in the parks. In 2000, 15 remain --the rest were lost to the Dutch Elm Disease. The Dutch elm blight highlighted the importance of a diversified urban forest. For this reason, the Tree Commission endeavors to build and maintain a high diversity of species within the Marietta urban forest.

Through its tree planting program, the Tree Commission endeavors to apply the "10-20-30" rule. This rule states that:

1. No more than 10% of the urban forest should be the same species,
2. No more than 20% of the urban forest should be the same genus, and
3. A single family should comprise no more than 30% of the urban forest.

In general, the Tree Commission places a priority on the planting of native species where suitable and appropriate.

B. Planting Schedule

The Tree Commission contracts for planting of City trees in late fall (November). Occasionally, planting will also occur in the spring. Trees are often planted to mark special occasions, such as Arbor Day (in Marietta, Arbor Day is generally celebrated the second week of April). Planting at other times of the year is not recommended since hot, dry weather can severely stress newly transplanted trees.

C. Tree Planting Requests

Residents and property owners may request to plant a tree in a lawnstrip or park by completing a planting permit (Appendix A) or by contacting a member of the Planning and Planting Committee. Species selection and site selection must meet Tree Commission guidelines.

III. Commission Operation

A. Standing Committees

1. Planning and planting committee. Determines number and species of trees to be planted in the city right-of-ways, and organizes and oversees the planting program. Identifies new planting areas and potential planting projects.
2. Pruning and removal committee. Assesses city trees for pruning or removal and assigns maintenance priorities. Identifies City blocks that warrant maintenance pruning. Issues requests for bids and coordinates with city offices. Does follow-up examination of work to insure compliance with pruning specifications.
3. Public inquiry committee. Addresses inquiries from public regarding city trees. Assesses requests for removal or pruning of city trees and refers to Commission for action.



4. Finance committee. Oversees commission budget expenditures, receipt of donations, and other fiscal matters. Acts as liaison with city treasurers office.

B. Ad Hoc Committees

The commission may, from time to time, appoint ad hoc committees for special needs or programs

C. Committee Assignments

During the January meeting, Tree Commission members will be asked to serve on and/or as Chair of one or more committees.

D. Election of Chair

During the December meeting, nominations will be entertained for a member to serve as Chair of the Tree Commission for the following year. The Tree Commission will vote for the Chair in the January meeting.

E. Tree Commission Membership

The Tree Commission is a very active City Commission that often seeks new members. Membership on the Commission incurs certain responsibilities that prospective new members should consider before they seek appointment. These responsibilities include:

- ability to attend regular meetings on the first Tuesday of the month at 4:15 p.m.
- time and willingness to interact with city residents to discuss tree planting, tree maintenance and other tree-related issues.
- time and willingness to help stake planting sites in the Fall and inspect planted trees in the Spring.

- willingness to be alert to problems with city trees and to report problem trees at monthly Tree Commission meetings.
- willingness to serve on at least one of the Tree Commission's committees.
- willingness to help when possible with "ceremonial" tree events like the annual Arbor Day planting.

F. City Management Zones

The city is divided into eight management zones: Upper Harmar, Lower Harmar, Downtown, Emerson Heights, Ohio River, Indian Acres, Oak Grove, and Norwood (see Appendix C). To better coordinate surveillance of the urban forest, Tree Commission members select a management zone to monitor for the presence of trees needing maintenance and planting sites, and to liaison with residents.

G. Changes to Tree Commission Documents

Changes to the Tree Commission 'Rules and Regulations' and 'Policies and Procedures' require a majority vote of the current Tree Commission membership. The Chair will vote in case of a tie.

IV. Marietta Arboretum

The Marietta Arboretum was established in Sacra Via Park in the year 2000. The arboretum serves to display a wide variety of native and specimen trees, and to provide an educational resource. Certain areas of the Arboretum have been designated as 'Thematic Groves', and trees planted within these areas will all share certain traits. The Thematic Groves are:



In West Sacra Via Park

- Native tree species grove
- Riverbank species grove
- Wood worker's grove

In Central Sacra Via Park

- Flowering tree grove
- Interesting foliage and bark grove

In East Sacra Via park

- Fruit and nut tree grove

V. Tree Inventory

The Tree Commission maintains a computerized inventory of city trees and their contracted work histories. Street trees are inventoried according to address and site number, and each tree is given a unique serial number. See Appendix D for a more complete description of the method used to assign address site numbers. Park tree site positions are maintained on maps of the parks.

Tree listings and summary data and maps from the inventory will be provided upon request.

VI. Certified Green Award

Periodically the Tree Commission recognizes exceptional use of trees in landscaping of commercial property with the "Certified Green" award. The award includes a framed certificate and notification of local newspapers. The Tree Commission welcomes nominations for this award.



CHAPTER 777
Tree Trimming

- | | |
|--------------------------------------|----------------------------|
| 777.01 License required; revocation. | 777.03 Bond and insurance. |
| 777.02 License fee. | 777.99 Penalty. |

CROSS REFERENCES

- Shade Tree Commission - see ADM. Ch. 153
Permit required for tree or shrub planting - see S.U. & P.S. 905.01
Size of trimmings bundle restricted for collection - see S.U. & P.S. 971.02(d)

777.01 LICENSE REQUIRED; REVOCATION.

No person, firm or corporation shall engage in the business of cutting, trimming, treating or removing trees within the City until he has first satisfied the Director of Public Service of his knowledge and ability to treat, trim, cut or remove trees without endangering their life or imperiling their growth and that his knowledge and experience indicate that he is capable of removing trees without endangering persons or property.

Any person, firm or corporation who applies to the Director of Public Service and has demonstrated his fitness and ability and is equipped with proper tools and equipment to perform tree work and furnishes references to the satisfaction of the Director of Public Service, shall be issued a license. The license may be revoked for cause by the Director when proper tree trimming practice has been violated or for failure to comply with any provision of this chapter. (Ord. 3333. Passed 11-23-70.)

777.02 LICENSE FEE.

The annual license fee for cutting, treating, trimming or removal of trees is fifty dollars (\$50.00). (Ord. 3333. Passed 11-23-70.)

777.03 BOND AND INSURANCE.

Before proceeding with any tree work, each licensee shall deposit with the Director of Public Service the following:

- (a) A performance bond in the amount of one thousand dollars (\$1000);
- (b) A certificate of insurance, showing that the licensee is covered with liability and property damage insurance in the amounts of one hundred thousand/three hundred thousand dollars (\$100,000/300,000) for public liability, and fifty thousand/ one hundred thousand dollars (\$50,000/100,000) for property damage. (Ord. 3333. Passed 11-23-70.)

777.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not more than fifty dollars (\$50.00). (Ord. 2838. Passed 12-28-59.)



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

CITY OF NORTH CANTON

Michael J. Grimes

Director of Administration

Legislation Request

To: Jon Snyder, Council President
Date: May 12, 2011
Subject: Electric Aggregation Program Discussion

EMERGENCY REQUESTED YES NO

I am requesting City Council's view and discussion concerning the opportunity to provide an Electric Aggregation Program to our residents. If the Council believes this is something we should provide our citizens, then we will need legislation to move forward.

Respectfully,

Michael J. Grimes

c: Director of Finance
Director of Law

RECEIVED

MAY 12 2011

COUNCIL OFFICE
NORTH CANTON, OHIO



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

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

TO: Council President Jon Snyder

RE: Electric Aggregation Program Discussion

May 12, 2011

If you deem appropriate, I would request City Council's view and input about providing the ability for the City to have an Electric Aggregation Program option at its disposal to serve its residents.

It appears that the cost of electricity is going to soon increase significantly by the current vendor in our area. In preparation for this event, I would appreciate Council's discussion and thought about positioning the City to be able to enter into an agreement with other providers that may supply the residents of our city with the best available price for electricity. This program will work in much the same way that we now do Natural Gas Aggregation Agreements for our citizens.

In order to prepare for the ability to choose the provider for our citizens as soon as possible, we would need to pass a North Canton city ordinance to place the question before the voters on the November 8, 2011 general election. The ordinance will need to be presented to the Stark County Board of Elections prior to August 10, 2011 in order to be placed on the ballot.

I have attached an example for starting purposes only of the type of ordinance that can be drafted and passed if Council deems this a worthy project we should pursue. I also attached a handout from Independent Energy Consultants who currently does our Gas Aggregation Program.

Passing an Electric Aggregation Program does not require it automatically be used, however this step needs completed in order to have the ability to exercise such an option.

Respectfully Submitted,

Michael J. Grimes
Director of Administration

Copy: File

Director of Finance Alger
Director of Law Nilges

CITY OF NORTH CANTON, OHIO

ORDINANCE NUMBER _____

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO EFFECT A GOVERNMENTAL ELECTRICITY AGGREGATION PROGRAM WITH OPT-OUT PROVISIONS PURSUANT TO SECTION 4928.20, OHIO REVISED CODE, DIRECTING THE STARK COUNTY BOARD OF ELECTIONS TO SUBMIT A BALLOT QUESTION TO THE ELECTORS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH INDEPENDENT ENERGY CONSULTANTS, INC. FOR SUCH PURPOSES AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Legislature has enacted electric deregulation legislation ("Am. Sub. S.B. No. 3") which authorizes the legislative authorities of municipal corporations to aggregate the retail electrical loads located in the respective jurisdictions and to enter into service agreements to facilitate for those loads the purchase and sale of electricity;

WHEREAS, governmental aggregation provides an opportunity for residential and small business customers collectively to participate in the potential benefits of electricity deregulation through lower electric rates which they would not otherwise be able to have individually;

WHEREAS, this Council seeks to establish a governmental aggregation program with opt-out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other political subdivision of the State of Ohio, as permitted by law.

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

SECTION 1. This Council finds and determines that it is in the best interest of the City, its residents, businesses and other electric consumers located within the corporate limits of the City to establish the Aggregation Program in the City. Provided that this Ordinance and the Aggregation Program is approved by the electors of the City pursuant to Section 2 of this Ordinance, the City is hereby authorized to aggregate in accordance with Section 4928.20, Ohio Revised Code, the retail electrical loads located within the City, and, for that purpose, to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City may exercise such authority jointly with any other political subdivision of the State of Ohio using Independent Energy Consultants, Inc., an energy broker and aggregator certified by the Public Utilities Commission of Ohio, to the full extent permitted by law, and for such purpose, the Mayor is hereby authorized to execute and deliver a brokerage agreement with Independent Energy

Consultants, Inc.. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 3 of this Ordinance.

SECTION 2. The Board of Elections of Stark County is hereby directed to submit the following question to the electors of the City at the general election on November 8, 2011.

Shall the City of North Canton have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and purchase of electricity, such aggregation to occur automatically except where any person elects to opt out, all in accordance with Section 4928.20 of the Ohio Revised Code and Ordinance No. ____ adopted by City Council?

The Clerk of this Council is instructed immediately to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November 8, 2011. The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20, Ohio Revised Code.

SECTION 3. Upon the approval of a majority of the electors voting at the general election provided for in Section 2 of this Ordinance, this Council individually or jointly through Independent Energy Consultants, Inc., shall develop a Plan of Operation and Governance for the Electric Aggregation Program. Before adopting such Plan, this Council shall hold at least two public hearings on the Plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the Plan and state the date, time, and location of each hearing. No Plan adopted by this Council shall aggregate the electrical load of any electric load center within the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program every three years, without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to file a certified copy

of this Ordinance and the proposed form of the ballot question with the Board of Elections of Stark County not later than ninety (90) days prior to the November 8, 2011 election, as provided herein; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

SECTION 6. That the Mayor is hereby authorized and directed to enter into an agreement with Independent Energy Consultants, Inc. for consulting services and any other required services related to electric utility deregulation for the City of North Canton and ratifying any such services heretofore performed.

[SECTION 7. INSERT ANY LOCAL CHARTER OR OTHER REQUIREMENTS. - FOR EXAMPLE: Notice of the adoption of this Ordinance shall be given once by publishing the title of the Ordinance in an abstract prepared by the Director of Law in a newspaper of general circulation in the City.]

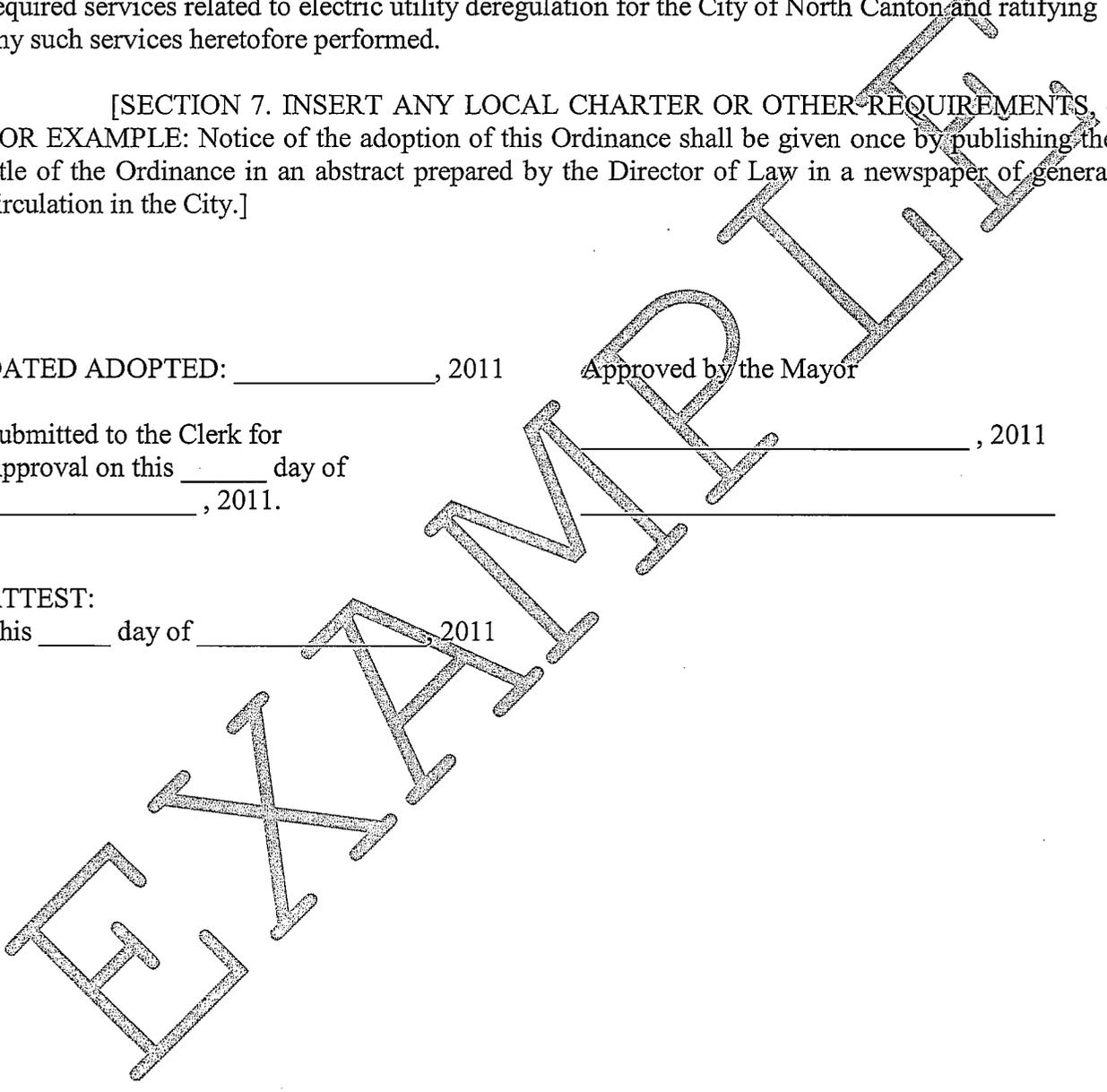
DATED ADOPTED: _____, 2011

Approved by the Mayor

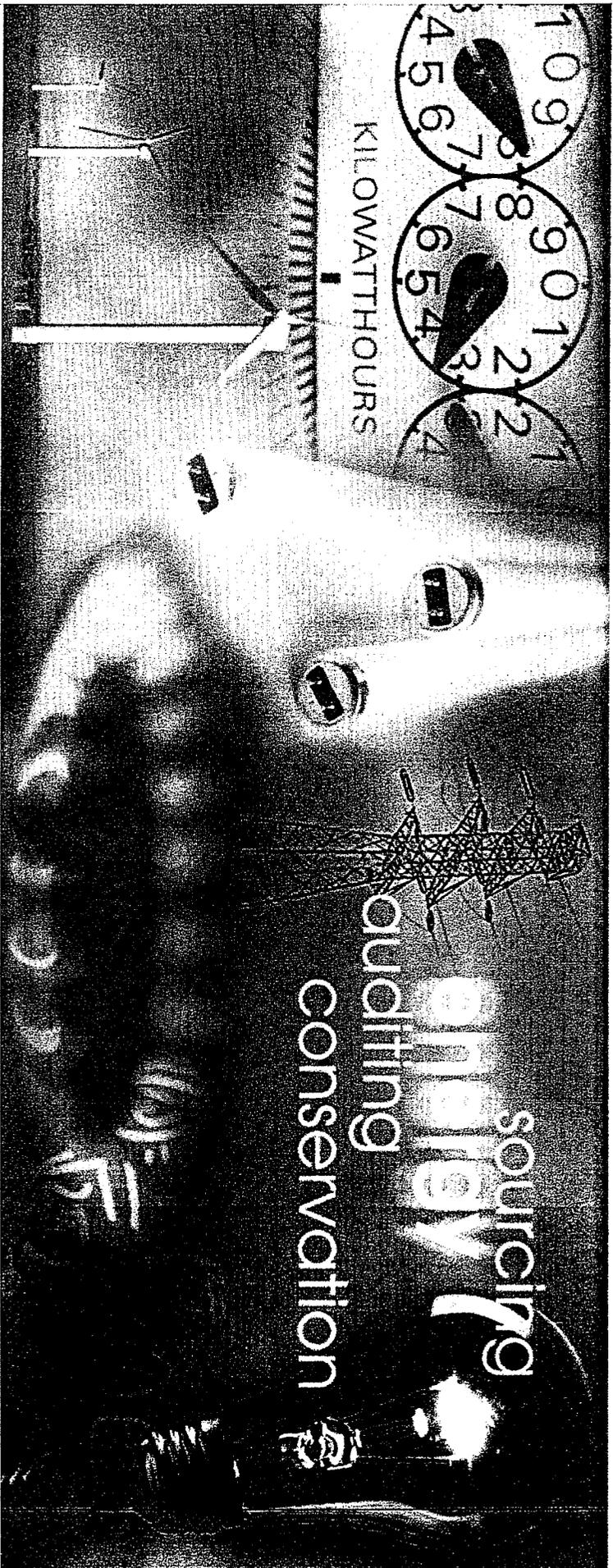
Submitted to the Clerk for Approval on this _____ day of _____, 2011.

_____, 2011

ATTEST:
This _____ day of _____, 2011



NOTE: THIS IS A MODEL FORM. EACH MUNICIPALITY (AND OTHER POLITICAL SUBDIVISION) MUST COMPLY WITH ITS CHARTER AND ANY SPECIFIC LOCAL RULES, PROCEDURES AND ORDINANCES AND WITH SPECIFIC REQUIREMENTS OF EACH COUNTY'S BOARD OF ELECTIONS.



Electric Aggregation Program & Sourcing
City-Owned Accounts for the City of North Canton

Prepared by:
Mark R. Burns, President
Independent Energy Consultants, Inc.
May 11, 2011



Aggregation Programs Across Ohio



Since the onset of utility deregulation in Ohio, Local City, Village, Township and County Governments have established over 200 Natural Gas and/or Electric Aggregation Programs that are benefiting their residents and small businesses. Don't your constituents deserve the same?

Source: Ohio Consumers' Counsel www.pickoccc.org

Independent Energy Consultants' Clients



Community	Commodity	Local Utility Company
Aurora	Electric	Ohio Edison
Aurora	Natural Gas	Dominion East Ohio
Austintown Twp	Electric	Ohio Edison
Austintown Twp	Natural Gas	Dominion East Ohio
Barberton	Natural Gas	Dominion East Ohio
Beaver Twp ²	Electric	Ohio Edison
Bellevu Twp ²	Electric	Ohio Edison
Bellevu Twp ³	Electric	Ohio Edison
Bellevu Twp ³	Natural Gas	Columbia Gas of Ohio
Bellevu Twp ³	Natural Gas	DEO/COH
Boardman Twp	Electric	Ohio Edison
Boardman Twp	Natural Gas	Dominion East Ohio
Canfield Twp	Natural Gas	Dominion East Ohio
Canfield Twp	Electric	Ohio Edison
Carlton	Natural Gas	Dominion East Ohio
Carlton Twp ¹	Natural Gas	Dominion East Ohio
Coltsville Twp ²	Electric	Ohio Edison
Coltsville Twp ²	Natural Gas	Duke Energy
Elsworth Twp ²	Electric	Ohio Edison
Elkrid	Natural Gas	Dominion East Ohio
Elkrid	Electric	CEI
Florence Twp ³	Electric	Ohio Edison
Florence Twp ³	Natural Gas	Columbia Gas of Ohio
Forest Park	Electric	Duke Energy
Forest Park	Natural Gas	Duke Energy
Goshen Twp ²	Electric	Ohio Edison
Green	Natural Gas	Dominion East Ohio
Greenhills	Electric	Duke Energy
Greenhills	Natural Gas	Duke Energy
Green Twp ²	Electric	Ohio Edison
Gridon Twp ³	Electric	Ohio Edison
Gridon Twp ³	Natural Gas	Columbia Gas of Ohio

Community	Commodity	Local Utility Company
Hamilton Twp	Natural Gas	Duke Energy
Hartsville	Electric	Ohio Edison
Huron Twp ³	Electric	Ohio Edison
Huron Twp ³	Natural Gas	Columbia Gas of Ohio
Margaretta Twp ³	Electric	Ohio Edison
Margaretta Twp ³	Natural Gas	Columbia Gas of Ohio
Milan Twp ³	Electric	Ohio Edison
Milan Twp ³	Natural Gas	Columbia Gas of Ohio
Jackson Twp ¹	Natural Gas	Dominion East Ohio
Jackson Twp ²	Electric	Ohio Edison
Lake Twp ³	Natural Gas	Dominion East Ohio
Lawrence Twp ¹	Natural Gas	Columbia Gas of Ohio
Lexington Twp ¹	Natural Gas	DEO/COH
Marlboro Twp ¹	Natural Gas	Dominion East Ohio
Massillon	Natural Gas	Dominion East Ohio
Massillon	Electric	Ohio Edison
Millon Twp ²	Electric	Ohio Edison
Mondakore	Natural Gas	Dominion East Ohio
Munroe Falls	Natural Gas	Dominion East Ohio
Munroe Falls	Electric	Ohio Edison
New Middletown	Electric	Ohio Edison
Nimishillen Twp ¹	Natural Gas	Dominion East Ohio
North Canton	Natural Gas	Dominion East Ohio
Norton	Natural Gas	Dominion East Ohio
Norton	Electric	Ohio Edison
Oranburg Twp ¹	Natural Gas	Columbia Gas of Ohio
Oxford Twp ²	Electric	Ohio Edison
Oxford Twp ²	Natural Gas	Columbia Gas of Ohio
Paris Twp ¹	Natural Gas	Columbia Gas of Ohio
Perkins Twp ²	Electric	Ohio Edison
Perkins Twp ²	Natural Gas	Columbia Gas of Ohio
Perry Twp ¹	Natural Gas	DEO/COH

Independent Energy Consultants' Clients



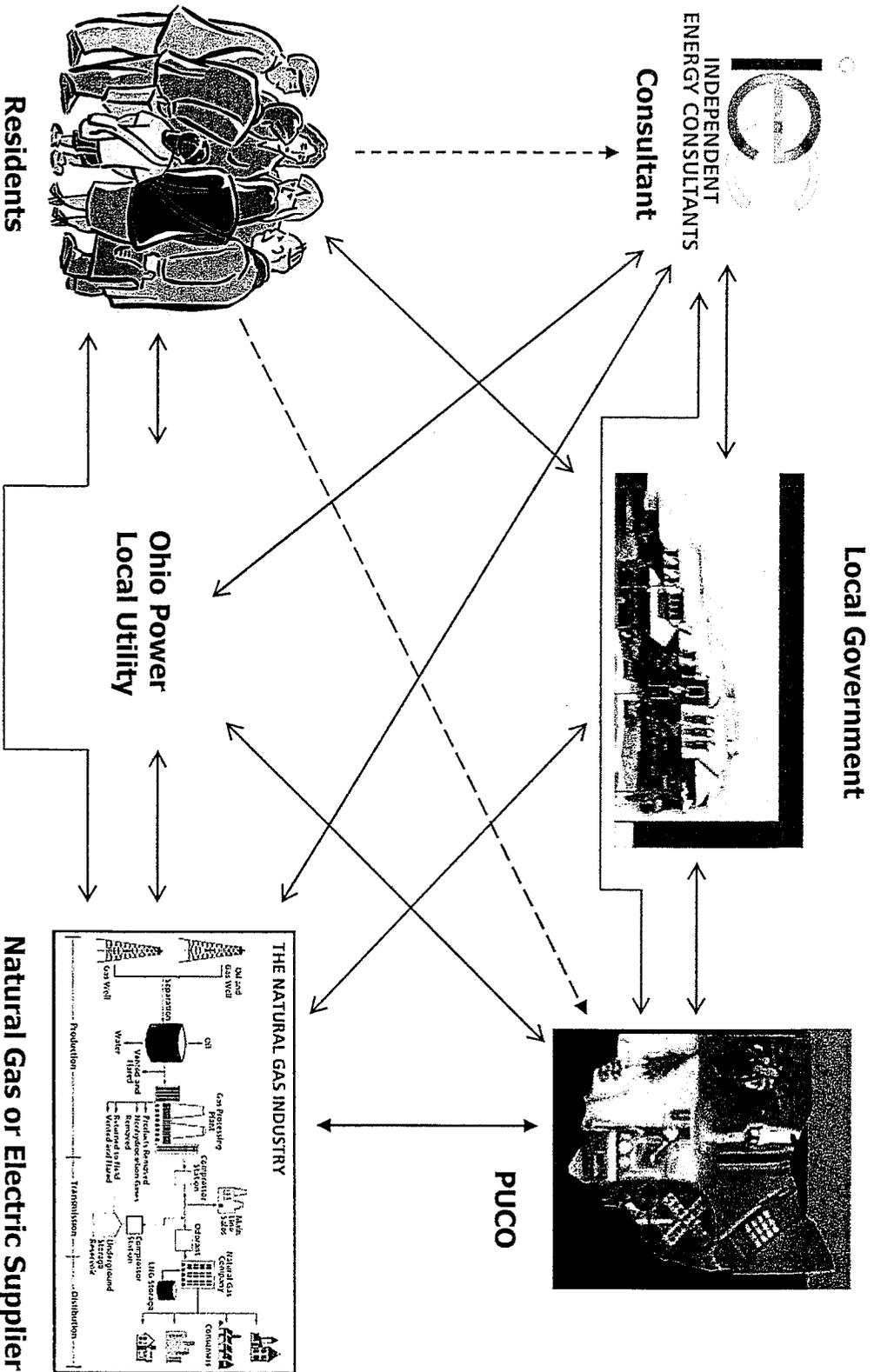
**Over 100 Ohio
Communities Served
by Independent
Energy Consultants'
Electric and/or
Natural Gas Programs**

Community	Commodity	Local Utility Company
Perry Twp	Electric	Ohio Edison
Pike Twp ¹	Natural Gas	DEO/COH
Plain Twp ¹	Natural Gas	Dominion East Ohio
Poland Twp	Natural Gas	Dominion East Ohio
Poland Twp	Electric	Ohio Edison
Poland Village	Natural Gas	Dominion East Ohio
Poland Village	Electric	Ohio Edison
Sandy Twp ¹	Natural Gas	Columbia Gas of Ohio
Silver Lake	Natural Gas	Dominion East Ohio
Silver Lake	Electric	Ohio Edison
Springfield Twp	Natural Gas	Duke Energy
Springfield Twp	Electric	Duke Energy
Springfield Twp ²	Electric	Ohio Edison
Stark Council of Governments - 17 Communities	Natural Gas Public Owned Accounts	DEO and COH
Stow	Natural Gas	Dominion East Ohio
Stow	Electric	Ohio Edison
Sugarcreek Twp ¹	Natural Gas	Columbia Gas of Ohio
Tuscarawas Twp ¹	Natural Gas	DEO/COH
Vernillion Twp ³	Electric	Ohio Edison
Vernillion Twp ³	Natural Gas	Columbia Gas of Ohio
Washington Twp	Electric	Ohio Edison
Washington Twp ¹	Natural Gas	Columbia Gas of Ohio
West Chester Twp	Electric	Duke Energy
West Chester Twp	Natural Gas	Duke Energy
Youngstown	Natural Gas	Dominion East Ohio

¹ Member Stark County Governmental Aggregation Program
² Member Mahoning County Governmental Aggregation Program
³ Member Erie County Governmental Aggregation Program



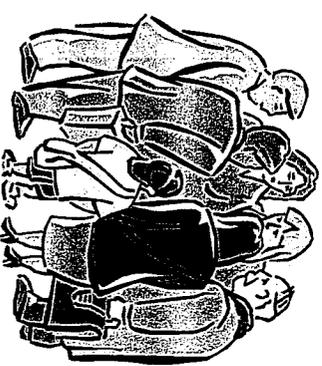
Understanding the GAG Stakeholder Model



Benefits of Energy Aggregation Programs



- Price Discounts
 - Aggregations receive supplier price discounts due to large volume and ease of obtaining customers
- Favorable Terms and Conditions
 - Example: Eliminate Early Termination Fees
- Ability to eliminate price volatility
 - The utility electric rates change quarterly
 - The utility gas rates change monthly
- Aggregation program structured to meet your needs
- Government is the best and logical aggregator
- Provides peace of mind for residents - experts working for them
- Gain benefits but your residents still retain the power to choose
- Proven Process – over 200 communities passed ballots for gas and electric aggregation programs since 2001.



Role of Local Government as Aggregator



What they do

- Make a valuable option available to residents and small businesses
- Create bargaining power residents don't have
- Retain professional assistance
- Act as a purchasing agent
- Provide an effective communication channel

What they don't do

- Force anything on any constituent. Issue goes to ballot & members have several opportunities to decline to participate
- Take title to electricity
- Handle billing, credit, utility issues, etc.
- Use tax payer money to establish and/or administer program

Electric Wholesale Prices at 5-7 year lows



Date: 3/7/2011

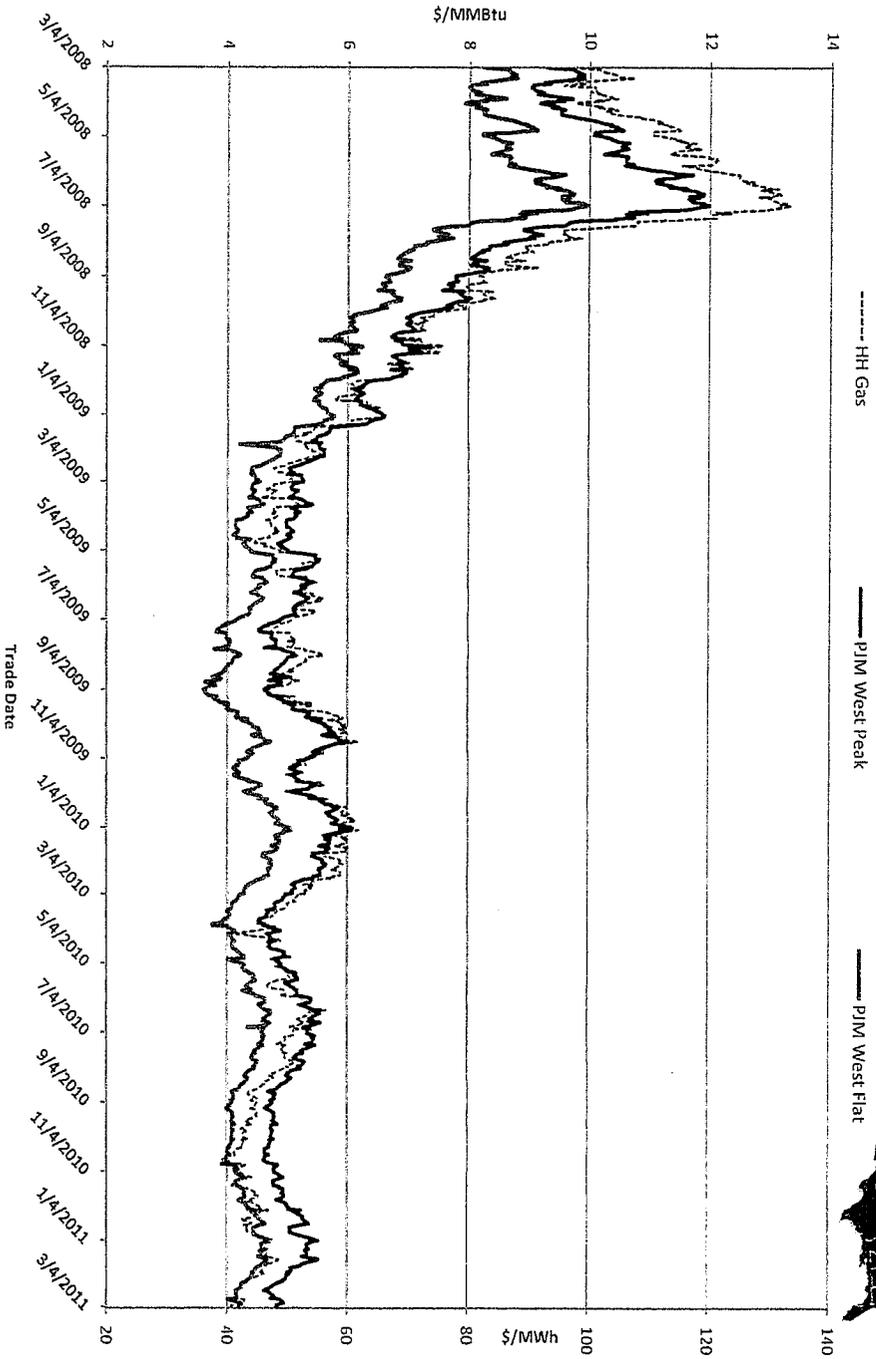
PJM West Hub 12-Month Peak and Flat Strips with Natural Gas

Peak Price: \$48.34/MWh

Flat Price: \$42.15/MWh

Peak Heat Rate: 11.80 MWh/MMBtu

Flat Heat Rate: 10.29 MWh/MMBtu



AEP Rate Increases



How will electric generation rates change?

The ESP established fair and reasonable increases for the base price of generation. For Columbus Southern Power customers, annual increases to the total bill will be capped at 7 percent in 2009 and 6 percent in 2010 and 2011.

Ohio Power customers will have annual total bill increases capped at 8 percent in 2009, 7 percent in 2010 and 8 percent in 2011. The increases will result in the following generation rates per kilowatt hour (KWh):

	2008 current rate	2009	2010	2011
Columbus Southern Power	\$0.0476	\$0.0547	\$0.0607	\$0.0631
Ohio Power	\$0.0377	\$0.0429	\$0.0475	\$0.0531

Conditions Support Customer Savings



- Combination of falling wholesale prices with rising AEP rates presents first opportunity for savings in this market
 - Commercial and Industrial customers switching in Columbus Southern
 - Seeing early signs of that in Ohio Power
 - Recent online bid results support North Canton looking for electric offers
- AEP is seeking to unify the Columbus Southern rates and Ohio Power rate structure
 - If approved it would likely increase Ohio Power rates and make an even better opportunity to save
- AEP and PUCO currently debating ESP for 2012-2014. Could mean more rate increases on the way.



2011 OHIO ELECTION CALENDAR

OHIO SECRETARY OF STATE

2011

R.C. Reference

Jul. 30	Applications by mail for absentee ballots for Aug. 2 special elections must be received by noon (three days before the election).....	3509.03, .031, .08, 3511.02
*Aug. 1	Protests against nominating petitions must be filed by 4 p.m.....	3513.262
	Absentee ballots may be voted in person at boards of elections until close of regular business hours (day before the election).....	3509.03
	Militia on active duty may file applications in person for absentee ballots by 4 p.m. (day before the election).....	3509.031
	Amendments to observer appointments must be filed by 4 p.m. (day before the election)	3505.21
Aug. 2	Special Elections may be held. Polls open from 6:30 a.m. to 7:30 p.m.	3501.01, .32
	Voter, or voter's minor child, hospitalized because of accident or medical emergency, voter may apply for absentee ballots until 3 p.m.....	3509.08
	Uniformed services or overseas absentee voter may apply and vote in person at board of elections office until close of polls	3511.10
	Absentee ballots, returned in person, must be received by the boards of elections by close of polls ..	3509.05, 3511.11
Aug. 10	Constitutional amendments proposed by joint resolution of General Assembly to be filed with Secretary of State by this date (90 days before the general election)	OH Const. XVI, §1
	Nominating petitions of candidates in nonpartisan races must be filed by 4 p.m. (90 days before the general election).....	1907.13, 3513.251, .253, .254, .255, .259, .263
	Local questions and issues for general election, including local option petitions, must be certified to or filed with boards of elections by 4 p.m. (90 days before the general election).....	731.28, .29, 3501.02, 4301.33, .331, .333, .334, 4305.14
Aug. 12	Absentee ballots returned by U.S. Mail from within the United States, must be postmarked not later than August 1 and received by boards of elections by this date to be counted (10 days after election).....	3509.05, 3511.11
	Out-of-country uniformed services and overseas absentee ballots must be received by boards of elections by this date to be counted (10 days after the election).....	3511.11
Aug. 13	Boards of elections may begin official canvass of ballots (11 days after the election).....	3505.32
*Aug. 15	Political party or independent candidate's nominating committee must certify name of person to fill vacancy on ballot caused by withdrawal of candidate by 4 p.m. (86 days before the general election).....	3513.31
Aug. 17	Boards of elections must begin official canvass of ballots no later than this date (15 days after the election)	3505.32
Aug. 22	Boards of elections must certify the validity and sufficiency of candidates' petitions in nonpartisan races (78 days before the general election)	3513.263
	Boards of elections must certify the validity and sufficiency of local option petitions (78 days before the general election).....	4301.33, .331, .332, .333, .334, 4305.14
Aug. 23	Boards of elections must complete canvass of ballots no later than this date (21 days after the election).....	3505.32
Aug. 26	Protests against candidates' petitions in nonpartisan races must be filed by this date (74 days before the general election).....	3513.263
	Protests against local option petitions must be filed by 4 p.m. (74 days before the general election).....	4301.33, .331, .332, .333, .334, 4305.14
*Aug. 29	Write-in candidates must file declarations of intent by 4 p.m. (72 days before the general election).....	3513.041
Aug. 30	Form of official ballots must be certified by Secretary of State to boards of elections (70 days before the general election).....	3505.01
	Board of elections of most populous county of a multi-county subdivision must certify names of all candidates for general election ballot to other boards of elections (70 days before the election)	3505.01
Sep. 2	Protests against write-in candidates must be filed by 4 p.m. (67 days before the general election).....	3513.041
Sep. 9	Boards of elections must schedule a program for instruction of polling place officials (within 60 days before the general election).....	3501.27
Sep. 24	UOCAVA absentee ballots for Nov. 8 election must be ready (45 days before the election).....	3511.04
Sep. 27	Boards of elections shall advertise in newspaper(s) the places, dates, times, qualifications, and methods for voter registration (six weeks before the election).....	3503.12
Oct. 4	Non-UOCAVA absentee ballots for Nov. 8 general election must be ready (35 days before the election)	3509.01
Oct. 2	August 2, 2011 special election ballots may be discarded, except for federal office, unless ordered held by a court or the Secretary of State (61 days after election)	3505.31, 42 USC 1974
*Oct. 11	Deadline for voter registration for general election (30 days before the election).....	3503.19
Oct. 13	Last day for local option petitioners to send street listings to Division of Liquor Control (55 days before Dec. 7 deadline for filing petitions)	4301.33, 4305.14



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

May 31, 2011

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

Subject: **PITTSBURG AVENUE RESURFACING PROJECT**

Requested By: *J. Benekio*
City Engineer

Date: 5/31/2011

Approved By: *[Signature]*
Director of Administration

Date: 5/31/2011

An ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control to enter into a contract for the Pittsburg Avenue Resurfacing Project. Funding has been allocated as follows:

210.543.5225 \$ 50,000
211.543.5229 \$ 60,000

EMERGENCY REQUESTED: Yes X No

RECEIVED
JUN 01 2011
COUNCIL OFFICE
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Pittsburg Avenue Resurfacing Project, at a cost not to exceed \$110,000, and declaring the same to be an emergency.

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

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the office of the Director of Administration for the Pittsburg Avenue Resurfacing Project.

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Pittsburg Avenue Resurfacing Project, at a cost not to exceed \$110,000.

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

210 STREET IMPROVEMENT LEVY FUND	
210.543.5225 Professional Services	\$ 50,000
211 MUNICIPAL ROAD FUND	
211.543.5225 Contract Payments	<u>\$ 60,000</u>
	<u>\$110,000</u>

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

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

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely completion of the Pittsburg Avenue Resurfacing Project; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

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

Subject: **Far View Street SW Waterline Replacement Project**

Requested By: J. Burles Date: May 24, 2011
City Engineer

Approved By: [Signature] Date: 5/24/11
Director of Administration

Legislation amending the allocated amount in the account as follows:

	<u>Allocated</u>	<u>Requested</u>
651.767.5502	\$ 100,000	\$ 110,000

for the Far View St. SW Waterline Replacement Project, as authorized per Ordinance **33-11**, from \$100,000 to \$110,000.

Bids were opened May 20, 2011 with the low bid being \$108,240.75

EMERGENCY REQUESTED: Yes X No _____

RECEIVED
MAY 24 2011
COUNCIL OFFICE
NORTH CANTON, OHIO

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 33-11

Passed April 11, 20 11

3/22/11-gmk
(Water, Sewer & Rubbish)

Ordinance No. 33-11

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids and authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac), at a cost not to exceed \$100,000, and declaring the same to be an emergency.

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

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids, according to specifications now on file in the office of the Director of Administration for the Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac).

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac), at a cost not to exceed \$100,000,

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

651	WATER EXP., REPL. & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Waterlines	\$100,000

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

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

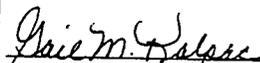
Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely completion of the Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac); 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: 4/11/11


MAYOR

SIGNED: 4/11, 2011

ATTEST:


CLERK OF COUNCIL

An ordinance amending Section 3. of Ordinance No.33-11, Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac), by an increase in the amount of the allocations for the project, at a cost not to exceed \$110,000, and declaring the same to be an emergency.

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

Section 1. That Section 3. of Ordinance No. 33-11, Farview Drive SW Waterline Replacement Project (Westfield Avenue SW to cul de sac), be, and the same is hereby amended to read as follows:

“Section 3.

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

651	WATER EXP., REPL. & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Waterlines	\$110,000

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

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

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to increase the allocation for the timely completion of the Farview Drive SW Waterline Replacement Project; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

	Beginning Month Balance	Month-to-date Actual Receipts	Month-to-date Withdrawals	Month-to-date Adjustments	Month-to-date Balance
10%B 10% BOND	0.00	0.00	0.00	0.00	0.00
B BOND	0.00	0.00	0.00	0.00	0.00
BC BANK CHARGES	0.00	0.00	0.00	0.00	0.00
CC COURT COSTS	0.00	2,853.00	2,853.00	0.00	0.00
COMP COMPUTER ACCOUNT	0.00	264.00	264.00	0.00	0.00
CTCOP CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
EXP CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
EXPS EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
GR GENERAL REVENUE	0.00	15.00	15.00	0.00	0.00
INT MONTHLY BANK INTEREST	0.00	0.00	0.60	0.60	0.00
OF ORDNCE FINE	0.00	1,758.00	1,758.00	0.00	0.00
PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
REL FEE FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
SBD SEAT BELT DRIVER STATE FINE	0.00	30.00	30.00	0.00	0.00
SBP SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
SC NSF SERVICE CHG	0.00	0.00	0.00	0.00	0.00
SF STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
SUSP SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
VC VICTIM CRIME	0.00	473.00	473.00	0.00	0.00
GRAND TOTALS	\$ 255.00	\$ 5,393.00	\$ 5,393.60	\$ 0.60	\$ 255.00

RECEIVED

MAY 23 2011

COUNCIL OFFICE
 NORTH CANTON, OHIO

REPARATIONS ROTARY REPORTING FOR COURTS

TOS ACCOUNT NUMBER (REQUIRED)		7654	
COURT NAME AND ADDRESS			
REPORTING PERIOD		Month	Year
		March	2011
1. Victims of Crime - ORC 2743.70		\$ 473	
2. ADDITIONAL COSTS/FINES – ORC 2949.091, 4511.19, 120.08, 2949.094 (A), 4503.235 (B), 5502.67, 5502.68			
a. General Revenue Fund		\$ 15	
b. Indigent Drivers Alcohol Treatment Fund -		\$	
c. Indigent Defense Support Fund -		\$ 1074	
d. Drug Law Enforcement/Justice Program Services -		\$ 501	
3. State Highway Patrol - ORC 5503.04		\$	
4. Liquor Control Fines - ORC 4301.57		\$	
5. Expungements - ORC 2953.1 - 2953.36		\$	
6. Child Safety Restraint - ORC 4511.99		\$	
7. State Highway Safety Fund – ORC 4510.13 (A) (9)		\$	
8. Legal Aid Society Fund - ORC 1901.26, 1907.24, 2303.201 (less 1% admin costs)			
# of Small Claims Cases @ \$11			
# of Civil Cases @ \$26			
# of no fee cases			
# of cases moving from Small Claims to Civil @ \$15			
Legal Aid Society Fund Total		\$	
9. Child Abuse Prevention Fees - ORC 3109.13 - .18 (less 3% admin costs)		\$	
Family Violence Prevention Fees - ORC 3705.242 (less 3% admin costs)		\$	
Penalty (if applicable)		\$	
# of Dissolutions	# of Divorces	# of Birth Certificates	# of Death Certificates
10. Seat Belt Fines - ORC 4513.263		\$ 30	
# of Driver Tickets		# of Passenger Tickets	
11. Ohio Putative Fathers Registry (OPFR) - ORC 3107.062		\$	
TOTAL AMOUNT REMITTED		\$ 2093.00	

Name/Title L. Doban, Clerk Phone # 330-499-5081

YOU CAN ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE
<http://payments.tos.ohio.gov>

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	2853.00	0.00	0.00	2853.00
CS	COMP COMPUTER ACCOUNT	0.00	264.00	0.00	0.00	264.00
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	15.00	0.00	0.00	15.00
CS	IDSF Indigent Defense Support Fund	0.00	1074.00	0.00	0.00	1074.00
CS	INT MONTHLY BANK INTEREST	0.00	0.00	0.00	0.60	0.60
CS	MVCC MOVING VIOLATION COURT COST	0.00	501.00	0.00	0.00	501.00
CS	OF ORDNCE FINE	0.00	1758.00	0.00	0.00	1758.00
CS	OP OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
CS	RELFEF FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
CS	SBD SEAT BELT DRIVER STATE FINE	0.00	30.00	0.00	0.00	30.00
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	SUSP SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
CS	VC VICTIM CRIME	0.00	473.00	0.00	0.00	473.00
***		255.00	6968.00	0.00	0.60	7223.60
***		255.00	6968.00	0.00	0.60	7223.60

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

=====
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Statement Period
Mar 1, 2011 to
Mar 31, 2011
Primary Account

Questions?
330-996-6000 (in Akron)
1-888-554-4362 (toll-free)

3

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=====

2734 - 33

Summary of Accounts

Deposit Accounts

INTEREST CHECKING	15,862.49
Total Deposit Accounts	15,862.49

INTEREST CHECKING
20 3079 3107

MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of Mar 1, 2011	20,187.41
2 Deposits and Credits	5,494.00
3 Withdrawals and Debits	9,819.52
Interest Paid	0.60
Ending Balance as of Mar 31, 2011	15,862.49

Checks

Date	Number	Amount	Date	Number	Amount
Mar 4	1892	6,669.52	Mar 16	1893	2,806.00
Total Checks		9,475.52			
Total Number of Checks		2			

Indicates there is a gap between check numbers

Other Transactions

Date	Description	Withdrawals	Deposits
Mar 9	DEPOSIT		3,175.00
Mar 17	DEBIT MEMO	344.00	
Mar 24	DEPOSIT		2,319.00
Mar 31	Interest Paid		.60
		3147	

Daily Balance Information

Date	Balance	Date	Balance	Date	Balance
Feb 28	20,187.41	Mar 4	13,517.89	Mar 9	16,692.89

MAYOR/CITY OF NORTH CANTON

CITY HALL, 145 N. MAIN ST.
NORTH CANTON, OH 44720

1899

DATE 5-18-11

56-55/412
29220

PAY TO THE ORDER OF

City of North Canton

\$ 4875.⁶⁰/₁₀₀

four thousand eight hundred seventy five ⁶⁰/₁₀₀

DOLLARS

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR CC 2853 Comp 264 of 1758 int.60



⑈001899⑈ ⑆041200555⑆ ⑈2030793107⑈

MAYOR/CITY OF NORTH CANTON

CITY HALL, 145 N. MAIN ST.
NORTH CANTON, OH 44720

1900

DATE 5-18-11

56-55/412
29220

PAY TO THE ORDER OF

Treasurer, State of Ohio

\$ 2093.⁰⁰/₁₀₀

two thousand ninety three dollars ⁰⁰/₁₀₀

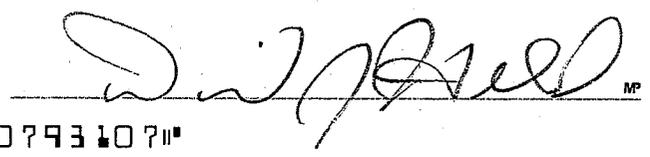
DOLLARS

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR GR 15 SBD30 VC473
MCC 501 1000



⑈001900⑈ ⑆041200555⑆ ⑈2030793107⑈

END OF THE MONTH FOR THE CITY OF NORTH CANTON
 FOR THE MONTH ENDING APRIL 30, 2011

C/W: 6/6/11
 Item 5b

	Beginning Month Balance	Month-to-date Actual Receipts	Month-to-date Withdrawals	Month-to-date Adjustments	Month-to-date Balance
10%B 10% BOND	0.00	0.00	0.00	0.00	0.00
B BOND	0.00	0.00	0.00	0.00	0.00
BC BANK CHARGES	0.00	0.00	0.00	0.00	0.00
CC COURT COSTS	0.00	2,908.00	2,908.00	0.00	0.00
COMP COMPUTER ACCOUNT	0.00	266.00	266.00	0.00	0.00
CTCOP CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
EXP CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
EXPS EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
GR GENERAL REVENUE	0.00	0.00	0.00	0.00	0.00
INT MONTHLY BANK INTEREST	0.00	0.00	0.45	0.45	0.00
OF ORDNCE FINE	0.00	1,768.00	1,768.00	0.00	0.00
PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
REL FEE FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
SBD SEAT BELT DRIVER STATE FINE	0.00	60.00	60.00	0.00	0.00
SBP SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
SC NSF SERVICE CHG	0.00	16.00	16.00	0.00	0.00
SF STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
SUSP SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
VC VICTIM CRIME	0.00	454.00	454.00	0.00	0.00
GRAND TOTALS	\$ 255.00	\$ 5,472.00	\$ 5,472.45	\$ 0.45	\$ 255.00

RECEIVED

MAY 31 2011

**COUNCIL OFFICE
 NORTH CANTON, OHIO**

REPARATIONS ROTARY REPORTING FOR COURTS

TOS ACCOUNT NUMBER (REQUIRED)		7654	
COURT NAME AND ADDRESS			
REPORTING PERIOD		Month	Year
		April	2011
1. Victims of Crime - ORC 2743.70		\$	454
2. ADDITIONAL COSTS/FINES – ORC 2949.091, 4511.19, 120.08, 2949.094 (A), 4503.235 (B), 5502.67, 5502.68			
a. General Revenue Fund		\$	
b. Indigent Drivers Alcohol Treatment Fund -		\$	
c. Indigent Defense Support Fund -		\$	1005
d. Drug Law Enforcement/Justice Program Services -		\$	501
3. State Highway Patrol - ORC 5503.04		\$	
4. Liquor Control Fines - ORC 4301.57		\$	
5. Expungements - ORC 2953.1 - 2953.36		\$	
6. Child Safety Restraint - ORC 4511.99		\$	
7. State Highway Safety Fund – ORC 4510.13 (A) (9)		\$	
8. Legal Aid Society Fund - ORC 1901.26, 1907.24, 2303.201 (less 1% admin costs)			
# of Small Claims Cases @ \$11			
# of Civil Cases @ \$26			
# of no fee cases			
# of cases moving from Small Claims to Civil @ \$15			
Legal Aid Society Fund Total			
9. Child Abuse Prevention Fees - ORC 3109.13 - .18 (less 3% admin costs)		\$	
Family Violence Prevention Fees - ORC 3705.242 (less 3% admin costs)		\$	
Penalty (if applicable)		\$	
# of Dissolutions	# of Divorces	# of Birth Certificates	# of Death Certificates
10. Seat Belt Fines - ORC 4513.263		\$	60
# of Driver Tickets		2	
# of Passenger Tickets			
11. Ohio Putative Fathers Registry (OPFR) - ORC 3107.062		\$	
TOTAL AMOUNT REMITTED		\$ 1998	

Name/Title J. D. Baker, Clerk Phone # 330.499.5081

YOU CAN ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE

<http://payments.tos.ohio.gov>

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	115.92	0.00	-115.92
CS	CC	COURT COSTS	0.00	2908.00	0.00	0.00	2908.00
CS	COMP	COMPUTER ACCOUNT	0.00	266.00	0.00	0.00	266.00
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	IDSF	Indigent Defense Support Fund	0.00	1005.00	0.00	0.00	1005.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.00	0.00	0.45	0.45
CS	MVCC	MOVING VIOLATION COURT COST	0.00	479.00	0.00	0.00	479.00
CS	OF	ORDNCE FINE	0.00	1768.00	0.00	0.00	1768.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	PF	PARKING FINES	0.00	0.00	0.00	0.00	0.00
CS	RELFEF	FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	60.00	0.00	0.00	60.00
CS	SBP	SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
CS	SC	NSF SERVICE CHG	0.00	16.00	0.00	0.00	16.00
CS	SF	STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	SUSP	SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
CS	VC	VICTIM CRIME	0.00	454.00	0.00	0.00	454.00
***			255.00	6956.00	115.92	0.45	7095.53
***			255.00	6956.00	115.92	0.45	7095.53

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	21.25	0.00	-21.25
CS	CC COURT COSTS	0.00	2908.00	0.00	0.00	2908.00
CS	COMP COMPUTER ACCOUNT	0.00	266.00	0.00	0.00	266.00
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	IDSF Indigent Defense Support Fund	0.00	1005.00	0.00	0.00	1005.00
CS	INT MONTHLY BANK INTEREST	0.00	0.00	0.00	0.45	0.45
CS	MVCC MOVING VIOLATION COURT COST	0.00	479.00	0.00	0.00	479.00
CS	OF ORDNCE FINE	0.00	1768.00	0.00	0.00	1768.00
CS	OP OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
CS	RELFEE FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
CS	SBD SEAT BELT DRIVER STATE FINE	0.00	60.00	0.00	0.00	60.00
CS	SBP SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
CS	SC NSF SERVICE CHG	0.00	16.00	0.00	0.00	16.00
CS	SF STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	SUSP SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
CS	VC VICTIM CRIME	0.00	454.00	0.00	0.00	454.00
***		255.00	6956.00	21.25	0.45	7190.20
***		255.00	6956.00	21.25	0.45	7190.20

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

CS	255.00	6956.00	21.25	0.45	7190.20
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***	255.00	6956.00	21.25	0.45	7190.20
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FIRSTMERIT BANK - TOW830
106 S MAIN ST
AKRON OH
44308-1417

RECEIVED

APR 07 2011

ADMINISTRATION
NORTH CANTON, OHIO

MERCHANT STATEMENT
SUMMARY OF BANKCARD DEPOSITS
MONTH ENDING 03/31/2011

3422 0800 5000 01
MERCHANT NUMBER 4446 0208 5011336

CHAIN 11385

MIKE GRIMES
NORTH CANTON MAYORS COURT
145 NORTH MAIN ST
NORTH CANTON OH 44720-2501

218477 07



CUSTOMER SERVICE TEL #: 1-800-572-6039

!ATTENTION!

PER FEDERAL GUIDELINES, MERCHANTS ARE NOT ALLOWED TO PROCESS TRANSACTIONS WITH THE FOLLOWING COUNTRIES: LIBYA, SOMALIA, BELARUS, BOSNIA/HERZEGOVINA, MACEDONIA, MONTENEGRO, SERBIA, BURMA, IVORY COAST, CUBA, DEMOCRATIC REPUBLIC OF THE CONGO, FORMER LIBERIAN REGIME OF CHARLES TAYLOR, IRAN, IRAQ, NORTH KOREA, SUDAN, SYRIA, OR ZIMBABWE. PLEASE CONTACT MICHELLE THOMPSON AT 330-849-8937 WITH QUESTIONS ON THIS TOPIC OR ANY FRAUD/RISK RELATED QUESTIONS.

PLEASE BE ADVISED, THERE ARE SEVERAL CHANGES BEING MADE BY THE CARD ASSOCIATIONS WHICH MAY IMPACT CURRENT PROCESSING RATES. SOME OF THESE CHANGES WILL TAKE EFFECT AS EARLY AS APRIL 15, 2011. THE EXTENT OF THESE CHANGES ARE CURRENTLY UNDER EVALUATION AND FIRSTMERIT WILL PROVIDE MORE INFORMATION REGARDING THE IMPACT TO MERCHANT CLIENTS SHORTLY.

BEGINNING APRIL 1ST, THE AUTHORIZATION ASSESSMENT WILL NO LONGER BE APPLIED TO PROCESSED TRANSACTIONS. THE AUTHORIZATION ASSESSMENT WAS INITIALLY DESIGNED TO PASS FEES CHARGED BY THE CARD ASSOCIATIONS TO MERCHANT CLIENTS. SINCE THE IMPLEMENTATION OF THESE FEES, OPERATIONAL ENHANCEMENTS HAVE BEEN MADE THAT WILL ALLOW FIRSTMERIT TO PASS THESE FEES AS INDIVIDUAL LINE ITEMS TO CLIENTS ON THEIR MERCHANT STATEMENT. GOING FORWARD, MERCHANT CLIENTS WILL SEE THE FOLLOWING FEES FROM THE CARD ASSOCIATIONS:

MASTERCARD: THE NETWORK ACCESS BRAND USAGE FEE (NABU)
VISA: THE ACQUIRER PROCESSING FEE
DISCOVER: THE DATA USAGE FEE

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT A MEMBER OF MERCHANT SERVICE TEAM AT 1-800-572-6039, OPTION 1. WE ARE AVAILABLE BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM EST TO ASSIST WITH ALL OF YOUR MERCHANT ACCOUNT NEEDS. PLEASE DIRECT ANY PCI RELATED QUESTIONS TO TRISHA GARRISON AT 330-252-8220.

Make sure it is deducted out of.

TOTAL CHARGE TO YOUR ACCOUNT IS

21.25

SUMMARY OF CARD FEES

MASTERCARD
DISC 1

AUTHS & AVS
POS-WATS
AVS POS

1 0.2000
1 0.0500

0.20
0.05

TOTAL
TOTAL CARD FEES

0.25
0.25



NORTH CANTON CITY OF
ATTN MAYORS OFFICE
145 N MAIN ST
NORTH CANTON, OH 44720-2587

Page 1 of 2
Account Number 330 499-1194 175 9
Billing Date May 10, 2011

Web Site att.com

Invoice Number 330499119405

REC'D

MAY 16 2011

NORTH CANTON
FINAN

Monthly Statement

Apr 11 - May 10, 2011

Bill-At-A-Glance

Previous Bill	50.64
Payment	.00
Adjustments	11.00
Past Due - Please Pay Immediately	61.64
Current Charges	33.03
Total Amount Due	\$94.67
Current Charges Due in Full by	May 27, 2011

Billing Summary

Billing Questions? Visit att.com/billing

Plans and Services	33.03
1-800-321-2000	
Repair Service:	
1-800-246-8464	
Telecommunications Relay System:	
1-800-750-0750	
AT&T Long Distance	.00
1-800-321-2000	
Total of Current Charges	33.03

News You Can Use Summary

- PREVENT DISCONNECT
 - PAYMENT & INQUIRIES
 - AT&T BUSINESS SYSTEM
 - CARRIER INFO
 - CALL BEFORE YOU DIG!
- See "News You Can Use" for additional information.

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1	5-11	Late Payment Charges	11.00	
Totals			11.00	.00

Plans and Services

Monthly Service - May 10 thru Jun 9

CO Termination With Touchtone	2.30
Line Charge	21.70
Federal Access Charge	5.38
Total Monthly Service	29.38

Surcharges and Other Fees

9-1-1 Emergency System	
Billed for Stark County	.12
Federal Universal Service Fee	.80
Telecommunications Relay Service	.02
Total Surcharges and Other Fees	.94

Taxes

Federal at 3%	.89
Sales at 6%	1.82
Total Taxes	2.71

Total Plans and Services 33.03

AT&T Long Distance

Message Regarding Terms & Conditions:

To view your Terms & Conditions for AT&T Long Distance, access www.att.com/servicepublications or call 1-888-225-8530 to have a copy mailed.

Invoice Summary
(as of April 26, 2011)

Current Charges	
Service Charges	.00
Credits and Adjustments	.00
Call Charges	.00
Surcharges and Other Fees	.00
Taxes	.00
Total Invoice Summary	.00

Taxes

1. Federal	.00
2. State	.00
3. Municipal	.00
4. Non Home State	.00
Total Taxes	.00

Local Services provided by AT&T Illinois, AT&T Indiana, AT&T Michigan, AT&T Ohio or AT&T Wisconsin based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

MAYOR/CITY OF NORTH CANTON

CITY HALL, 145 N. MAIN ST.
NORTH CANTON, OH 44720

DATE 5-24-11

56-55/412
29220

PAY TO THE ORDER OF

At: +

\$ 94.67 / 100

Thirty four dollars 67/100

DOLLARS

Security features are included. Check on back.

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR 330.499.1194 175-9

[Handwritten Signature]

⑈00190⑈ ⑆041200555⑆ ⑈2030793107⑈

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

RECEIVED **FIRSTMERIT**
 Bank

MAY 04 2011

ADMINISTRATION
 NORTH CANTON, OHIO

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

Statement Period
 Apr 1, 2011 to
 Apr 30, 2011
 Primary Account
 20 3079 3107

Questions?
 1-888-554-4362

2

2752 - 33

Summary of Accounts

Deposit Accounts

INTEREST CHECKING	20 3079 3107	13,402.22
Total Deposit Accounts		13,402.22

INTEREST CHECKING
 20 3079 3107

MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of Apr 1, 2011	15,862.49
14 Deposits and Credits	5,993.00
3 Withdrawals and Debits	8,453.72
Interest Paid	0.45
Ending Balance as of Apr 30, 2011	13,402.22

Checks

Date	Number	Amount	Date	Number	Amount
Apr 1	1894	5,939.47	Apr 8	1895	2,493.00
Total Checks		8,432.47			
Total Number of Checks		2			

Indicates there is a gap between check numbers

Other Transactions

Date	Description	Withdrawals	Deposits
Apr 1	DEPOSIT		1,474.00
Apr 4	BANKCARD 444602085011336MTOT DISC <i>Charge Service</i>	# 3161 21.25	
Apr 5	BANKCARD 444602085011336BTOT DEP		130.00
Apr 6	DEPOSIT		935.00
Apr 6	DEPOSIT		20.00
Apr 12	DEPOSIT		1,759.00
Apr 12	BANKCARD 444602085011336BTOT DEP		390.00
Apr 12	DEPOSIT		130.00
Apr 12	DEPOSIT		40.00
Apr 15	BANKCARD 444602085011336BTOT DEP		270.00

MAYOR/CITY OF NORTH CANTON

CITY HALL, 145 N. MAIN ST.
NORTH CANTON, OH 44720

1896

DATE 5.25.11

56-55/412
29220

PAY
TO THE
ORDER OF

City of North Canton

\$ 4842.53/100

Four thousand eight hundred forty two dollars ⁵³/100

DOLLARS

Security features
are included.
Details on back.

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR CC 2908 comp 266 of 1768 int. 45
SC 16 BC - 118.92



⑈001896⑈ ⑆041200555⑆ ⑈2030793107⑈

MAYOR/CITY OF NORTH CANTON

CITY HALL, 145 N. MAIN ST.
NORTH CANTON, OH 44720

1897

DATE 5.25.11

56-55/412
29220

PAY
TO THE
ORDER OF

Treasurer State of Ohio

\$ 1998.00/100 -

One thousand nine hundred ninety eight dollars ⁰⁰/100

DOLLARS

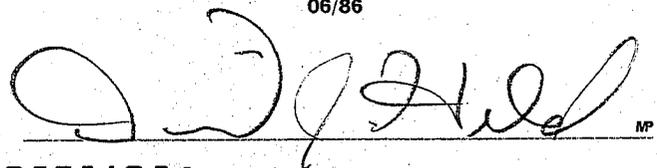
Security features
are included.
Details on back.

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR _____



⑈001897⑈ ⑆041200555⑆ ⑈2030793107⑈



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

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

✓ TO: Council President Jon Snyder

RE: Sourcing North Canton's City-Owned Electric Accounts

May 16, 2011

If you deem appropriate, I would request City Council's view and input about providing the ability for the City to use the same consultant we now use for natural gas aggregation to provide a way for the city to save costs for city-owned electric accounts. This program is different than the electric aggregation program for residents.

I would appreciate Council's discussion and thought about positioning the City to be able to enter into an agreement with other providers that may supply the city with the best available price for electricity. This program will work by having a consultant (we now have a consultant for natural gas aggregation) place our electric needs on an on-line procurement bid system to obtain competitive bids to service our electric needs.

Electric companies have many types of costs factored into their price that make reviewing a bid difficult without someone with the specific skill-set to review what actually is the best cost-effective price for us. There is no cost to us to participate in this type of program. The selected provider pays for the consultant if we accept the deal offered. The City enters into the length of contract with a provider depending upon whatever length of time is determined to produce the best price results. Most cities are currently entering into a 2 or 3 year contract.

I have attached some information for Council's review. As you may notice the local cities of Canton and Massillon are currently participating in this type of endeavor.

Respectfully Submitted,

Michael J. Grimes
Director of Administration

Copy: File
Director of Finance Alger
Director of Law Nilges

RECEIVED

MAY 16 2011

COUNCIL OFFICE
NORTH CANTON, OHIO



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

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

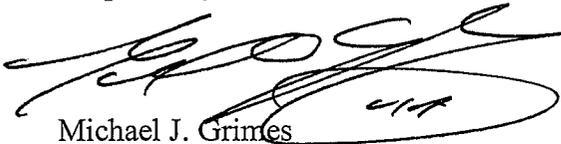
Legislation Request

To: Jon Snyder, Council President
Date: May 16, 2011
Subject: Sourcing the City's Own Electric Accounts Program Discussion

EMERGENCY REQUESTED YES NO

I am requesting City Council's view and discussion concerning the opportunity to provide a way to source the City's own electric accounts to reduce our costs. If the Council believes this is something we should attempt, then we will need legislation to move forward.

Respectfully,



Michael J. Grimes

c: Director of Finance
Director of Law

Action Items for North Canton to Proceed

- Source City-Owned Accounts
 - Sign World Energy Solutions Exchange Agreement
 - No cost or obligation to accept an offer
 - Contains Letter of Authorization for us to get data from utility company
 - Can complete entire process in several weeks
- Electric Aggregation Program
 - Pass Ordinance (see draft in your folders)
 - Retain Independent Energy Consultants
 - Provide ballot language to Stark County BOE

Sourcing North Canton's City-Owned Electric Accounts

WES Client List

WorldEnergy

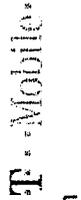


INDEPENDENT
ENERGY CONSULTANTS

Government

 Massachusetts	 District of Columbia	 Maryland	 Homeland Security	 General Services Administration	 Pennsylvania	 United Nations	 Federal Communications Commission	
 Dept of Justice	 Social Security	 Veterans Affairs	 EPA	 American Red Cross	 U.S. COAST GUARD	 Smithsonian Institution	 Federal Bureau of Prisons	

Property Management, Industrial, and Commercial



Federal, State and Local Government Agencies and many Fortune 500™ companies trust World Energy with the online procurements

Online Auctions Producing Excellent Results



- Local communities that have sourced community-owned accounts with online auctions or post and respond

- Massillon – through 5/31/2014 (most recent deal with a price of 5.056 cents/kWh)

- Stow – through 5/31/2012

- Aurora – through 5/31/2014

- Euclid – through 5/31/2012

- Twinsburg – through 5/31/2012

- Springfield Township – through 12/31/2011

- Canton – Reviewing bids

- Stark County – Just starting



Most Recent Ohio Power Bid Results



- Four suppliers bid
- 3 of 4 supplier bids provided savings with fixed-rate offers
 - Range 6% to -1%
- Customer's Price to Compare was 5.6 cents/kWh
 - PTC is the rate Ohio Power will take off your bill and replace it with whatever rate you've contracted for.
 - Very close to North Canton accounts.

IE INDEPENDENT ENERGY CONSULTANTS

View Bid | Bid History

RFP Bid History: 7630 - Electricity

Fixed - 36 mo. - 36 Mo. Fixed Generac

Time: 12:12:55 PM EDT

Auction Information

Auction Start Time: 11/13/2009 10:00:00 AM EDT
 Auction End Time: 11/13/2009 12:50:00 PM EDT
 Total Quantity: 41,985,706 kWh
 Opening Bid (\$/kWh): 0.08000
 Reserve Price (\$/kWh): N/A
 Reserve Status: N/A

Auction Generated Savings

First Bid (\$/kWh): 0.08000
 Best Bid (\$/kWh): 0.04841
 Your Total Quantity: 41,985,706 kWh
 Cost - First Bid: \$3,358,856.48
 Cost - Best Bid: \$2,032,528.03
Total Auction Generated Savings: \$1,326,328.45 or 39.49 %

Market Benchmark Savings

Price-to-Compare (\$/kWh): 0.06034
 Best Bid (\$/kWh): 0.04841
 Your Total Quantity: 41,985,706 kWh
 Cost - Price-to-Compare: \$2,533,417.50
 Cost - Best Bid: \$2,032,528.03
Total Market Benchmark Savings: \$500,889.47 or 19.77 %

Price Graph

The graph shows a single data point at approximately 0.04841 \$/kWh, which is the best bid price.

RFP Status: Closed: Awarded
 Time Left: Auction Ended
 Total Bids:
 Low Bid (\$/kWh): 0.04841
 Low Bidder:

Prunable View

Neighboring Community Offer



INDEPENDENT
ENERGY CONSULTANTS

Current Rate **\$0.05478 /kWh**

Non Lighting Accounts		Offer Date	Product	Start	Term	Term kWh	Supplier	Supplier Offer \$/kWh	Savings	Comments
		02/15/11	Fixed	Jun-11	12	11,989,000	Supplier A	\$0.05110	44,119.52	Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	12	11,989,000	Supplier B	\$0.05220	30,931.62	Credit pending. Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	12	11,989,000	Supplier C	\$0.05403	8,991.75	TBD - bandwidth and credit
		02/15/11	Fixed	Jun-11	12	11,989,000	Supplier D	\$0.05710	(27,814.48)	25% Bandwidth
		02/15/11	Fixed	Jun-11	24	23,978,000	Supplier A	\$0.04950	126,603.84	Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	24	23,978,000	Supplier B	\$0.05118	86,320.80	Credit pending. Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	24	23,978,000	Supplier C	\$0.05259	52,511.82	TBD
		02/15/11	Fixed	Jun-11	24	23,978,000	Supplier D	\$0.05530	(12,468.56)	25% Bandwidth
		02/15/11	Fixed	Jun-11	36	35,967,000	Supplier A	\$0.05060	150,342.06	Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	36	35,967,000	Supplier B	\$0.05219	93,154.53	Credit pending. Unlimited Bandwidth
		02/15/11	Fixed	Jun-11	36	35,967,000	Supplier C	\$0.05321	56,468.19	TBD
		02/15/11	Fixed	Jun-11	36	35,967,000	Supplier D	\$0.05600	(43,879.74)	25% Bandwidth

EXCHANGE AGREEMENT

This Agreement is entered into as of _____ between World Energy Solutions, Inc. ("World Energy") with offices at 446 Main Street, Worcester, MA 01608, and the City of North Canton with offices at 145 North Main Street, North Canton, Ohio 44720 ("Customer").

1. Engagement

World Energy provides, among other products and services, procurement services for the supply of energy and related services, including but not limited to, electricity, natural gas, environmental commodities, and demand response services (the "Services"). World Energy generally uses two procurement approaches: an "Auction", where suppliers bid to acquire a customer's business over a scheduled event with a fixed end time; and a "Post and Offer Event", where suppliers are allowed to continuously bid until the customer ends the event by accepting a supplier's Offer.

Subject to the terms and conditions of this Agreement, Customer hereby engages World Energy to provide the services, as further described on Schedule 1, related to the supply of energy and energy related services to the accounts and/or facilities listed in separate Letter(s) of Authorization (LOA's) signed and submitted by Customer in the form attached hereto as Schedule 2.

2. Nature of Relationship

All Services performed by World Energy shall be as an independent contractor and not as an agent or employee of Customer. It is the intention of the parties that no employer/employee, partnership, joint venture, or other similar relationship is created hereby. World Energy shall have no authority to bind Customer to any commitment, contractual or otherwise.

3. Compensation

There will be no fees or other charges by World Energy to Customer for the Services or otherwise in connection with this Agreement unless otherwise agreed to in writing. World Energy agrees it will look solely for compensation from the supplier, if any, that Customer contracts with for the supply of energy and/or energy related services to the accounts listed in the applicable LOA (the "Supplier Fee").

4. Term and Termination

This Agreement shall commence as of the date of this Agreement first set forth above and shall continue for a period of one (1) year. This Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless either party provides the other party written notice of intent not to have the Agreement renew thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are referred to in this Agreement as "Term." Customer or World Energy may terminate this Agreement at any time upon thirty (30) days written notice.

Notwithstanding the foregoing, if "Electricity," "Natural Gas," "Environmental Commodities," or "Other" is designated in the LOA, and within sixty (60) days following a procurement event, Customer contracts for the supply of energy or energy related services outside of the Exchange for accounts and/or facilities covered by this Agreement and identified in an LOA then Customer will direct that supplier to compensate World Energy its Supplier Fee. This paragraph shall survive termination of this Agreement.

If "Demand Response" is designated in the LOA, Customer agrees to contract through World Energy for Demand Response related services. However, if, as mutually agreed by World Energy'

and Customer, World Energy does not demonstrate financial benefit to customer net of World Energy's fees, then Customer has no obligation to contract through World Energy.

5. Confidentiality

Both Customer and World Energy agree that information exchanged between the parties, and not publicly available, shall be deemed proprietary to the originating party and shall not be divulged to anyone, other than suppliers participating in the energy or energy related services solicitation, without written authorization from the originating party, with the exception of Aggregate Information gathered by World Energy in the course of its operation. "Aggregate Information" is information that describes the habits, pricing data, usage patterns and/or demographics of Customer and other users as a group but does not reveal Customer's identity.

6. Use of The Exchange

World Energy hereby grants to Customer, for the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable license to access and use its online procurement system (the "Exchange") and related documentation solely for internal use. Customer may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, reverse engineer, decompile, create derivative works from, transfer, or sell any software, products or services obtained from the website.

7. Post and Offer Events

Customer agrees that for the accounts and facilities listed in the LOA that use a Post and Offer Event, a "Posting" is to request pricing for Customer's energy procurement needs and an "Offer" is any given supplier's executable response of price, contract and/or terms and conditions of sale. When a supplier submits an executable Offer, the supplier will have the option of designating or affixing to that Offer one of several different types of contract terms, including, but not limited to, NAESB standard terms or supplier's own contract terms, to govern the relationship between supplier and Customer. When a supplier provides an executable Offer to the Customer for its energy requirements, supplier retains the right to alter or withdraw its Offer anytime prior to its acceptance by Customer. **By accepting an executable Offer, Customer acknowledges that, once accepted by Customer on World Energy's post and offer system, the accepted Offer immediately constitutes a binding contractual agreement containing the designated contractual terms and conditions, together with the other terms contained in the Offer, agreed to by both Customer and supplier.** No additional changes to price, term, contract language, etc. will or can be made without written consent of all parties. Any hard copy contracts or signature pages that follow between supplier and Customer are done so only as a formality. If a dispute arises between the Customer and supplier, World Energy will provide data to support the events that actually occurred.

8. Warranty and Disclaimer

WORLD ENERGY MAKES NO WARRANTY WHATSOEVER AS TO THE EXCHANGE, THE ACCURACY OF SUPPLIER INFORMATION, THE RELIABILITY OF ANY SUPPLIER, OR ANY SERVICES PROVIDED BY WORLD ENERGY HEREUNDER, EXPRESS OR IMPLIED. WORLD ENERGY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

9. Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL WORLD ENERGY'S LIABILITY ARISING HEREUNDER EXCEED THE GREATER OF (I) THE AMOUNT OF FEES ACTUALLY COLLECTED BY WORLD ENERGY FROM THE SUPPLIER WITH RESPECT

TO TRANSACTIONS UNDER THIS AGREEMENT, AND (II) ONE THOUSAND U.S. DOLLARS (\$1,000).

10. Limitation of Damages

IN NO EVENT SHALL WORLD ENERGY OR ITS OFFICERS, AFFILIATES, EMPLOYEES AND AGENTS BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS DATA, INTERRUPTION OF BUSINESS, OR FOR SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, MULTIPLE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, GUARANTEE OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, EVEN IF WORLD ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Assignment

Customer shall not assign all or any portion of its rights, or delegate all or any portion of its duties under this Agreement without obtaining the prior written consent of World Energy. Any assignment without such consent shall be null and void and no such assignment shall relieve Customer of any of its obligations or duties under this Agreement.

12. Governing Law

The validity, construction, and enforcement of this Agreement shall be governed by and construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the venue for any action brought hereunder shall be located in the Commonwealth of Massachusetts.

13. Entire Agreement

This Agreement and any Schedules hereto constitute the entire agreement between the parties hereto. This Agreement shall not be modified in any manner, except by an instrument in writing, executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

WORLD ENERGY SOLUTIONS, INC.

City of North Canton

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**SCHEDULE 1
ENERGY AND ENERGY RELATED SERVICES**

Place an "X" in the box below to designate the applicable services:

X Electricity	__ Natural Gas	__ Environmental Commodities	__ Demand Response	__ Other – Describe: _____
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I. AUCTIONS

1. Customer hereby engages World Energy to assist Customer in procuring energy or energy related services to Customer's owned, controlled, or managed facilities listed in the applicable Letter of Authorization ("LOA"), attached hereto as Schedule 2, by:
 - (a) Preparing for Customer's approval the terms of the Request(s) for Proposals to be provided to bidders;
 - (b) Soliciting bids for energy and/or energy related services for Customer based on Request(s) for Proposals;
 - (c) Validating and confirming bids;
 - (d) Providing information to Customer necessary to make a buying decision; and
 - (e) Assisting Customer in executing an agreement if necessary with a bidder or bidders.

2. During the term of this Agreement, World Energy shall be Customer's exclusive contractor for the solicitation and obtaining of bids for energy and energy related services for the accounts listed in the applicable LOA. Customer hereby agrees to the following:
 - (a) Customer will not solicit or accept any bids for the energy accounts or facilities covered by this Agreement and described in the LOA directly or through any channel other than World Energy.
 - (b) Customer will send email notification to: 1) Bidders/suppliers identified by World Energy, 2) its current or most recent supplier, and 3) any supplier from which it has received or requested bids that World Energy is exclusively representing its interests in this procurement.

The email notification shall include a statement maintaining the intent of the language below.

The City of North Canton is pleased to announce that we will be utilizing the World Energy Exchange to request bids for our energy (or energy related service) procurement needs. You will soon be receiving detailed information from World Energy regarding this process. Please note that all bids must be submitted through the Exchange; bids placed outside of the Exchange will not be accepted."

- (c) Customer understands that World Energy receives payment only from suppliers and only if Customer enters into an agreement with a supplier.

II. POST AND OFFER EVENTS

Where Customer designates World Energy to conduct Post and Offer Event(s) to assist Customer in procuring supply of energy and/or energy related services for any subset of Customer's owned, controlled, or managed facilities listed in the LOA, World Energy will:

- (a) Create a customized energy and/or energy related service purchase Posting and review with Customer prior to releasing to its supplier network. The "Posting" is an online description of Customer's energy and/or energy related service requirements for a certain facility or facilities located behind a specific delivery point. Incorporated in the Posting will be information pertaining to Customer's needs, such as usage volume, demand forecasts, financials, contract stipulations and other relevant information. Attachments such as financials, credit references, historical usage spreadsheets and preferred contract may also be included.
- (b) Coordinate all supplier communications, questions and Offers. This may include coordinating calls between interested suppliers and certain decision makers with the Customer.
- (c) Advise Customer on business based issues contained in prospective supplier contracts and evaluating potential positive and negative impacts.
- (d) Evaluate supplier Offers, as it applies to Customer's energy and/or energy related service requirements. Based on which Offer most closely matches the objectives of the Customer, World Energy will make recommendations to Customer. Customer retains control of and makes the final decision as to which supplier it selects and contracts with.

An ordinance authorizing the Mayor of the City of North Canton to enter into an Exchange Agreement by and between the City of North Canton ("City") and World Energy Solutions, Inc. ("World Energy") to place the City's electric needs on an online procurement bid system to obtain competitive bids to service the City's electrical needs, ("Service").

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

Section 1. That the Mayor of the City of North Canton, be and is hereby authorized to enter into an Exchange Agreement by and between the City of North Canton ("City") and World Energy Solutions, Inc. ("World Energy") to place the City's electric needs on an online procurement bid system to obtain competitive bids to service the City's electrical needs, ("Service").

Section 2. That an Exchange Agreement will provide a way to source the City's electric accounts and reduce costs.

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

Section 4. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2011

ATTEST:

CLERK OF COUNCIL



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON, OHIO 44720-2587
www.northcantonohio.com

May 13, 2011

TO: Jon Snyder
President of Council

RE: Supplemental Appropriation Request

I am requesting that Council consider legislation appropriating funds in the amount of **\$1,000.00 for the Permit Fee Fund for payment relating to the required 1% Residential and 3% Commercial state fees.** I am requesting a supplemental appropriation as follows:

- \$1,000.00 from the Unappropriated Resources of the Permit Fee Fund to A/C 871.627.5200. (State Building Permit Fees).

The temporary budget had appropriated \$1,000 however; the permanent budget cut the line item in half. The 2010 actual expenditures for this fund/account was approximate \$1,800.

I would request that the legislation be passed on an emergency basis in order to have the funding in place as soon as possible to make payments.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Karen S. Alger'.

Karen S. Alger
Director of Finance

RECEIVED

MAY 17 2011

COUNCIL OFFICE
NORTH CANTON, OHIO

ACCOUNT #	DESCRIPTION	2009 EXPENDITURES	2010 BUDGET	2011 TEMP
870 NORTH CANTON CIC ESCROW				
ECONOMIC DEVELOPMENT				
870.416.5402	PAYMENTS TO CIC	\$ 100,000.00	\$ 100,000.00	\$ 50,000.00
		<u>\$ 100,000.00</u>	<u>\$ 100,000.00</u>	<u>\$ 50,000.00</u>
871 PERMIT FEE FUND				
GENERAL GOVERNMENT				
871.627.5200	STATE BUILDING PERMIT FEES	\$ 2,321.21	2,500.00	1,000.00
		<u>\$ 2,321.21</u>	<u>\$ 2,500.00</u>	<u>\$ 1,000.00</u>
873 REQUIRED DEPOSITS				
TRANSPORTATION				
873.543.5700	REFUNDS - STREET OPENING DEPOSITS	\$ -	1,500.00	750.00
		<u>\$ -</u>	<u>\$ 1,500.00</u>	<u>\$ 750.00</u>
BASIC UTILITY SERVICES				
873.765.5700	REFUNDS - WATER DEPOSITS	\$ 2,598.77	5,000.00	2,500.00
		<u>\$ 2,598.77</u>	<u>\$ 5,000.00</u>	<u>\$ 2,500.00</u>
TOTAL REQUIRED DEPOSITS		<u>\$ 2,598.77</u>	<u>\$ 6,500.00</u>	<u>\$ 3,250.00</u>

ACCOUNT #	DESCRIPTION	ADDITIONAL APP	2011 TEM	2011 REQUEST
870 NORTH CANTON CIC ESCROW				
ECONOMIC DEVELOPMENT				
870.416.5402	PAYMENTS TO CIC	\$ 50,000.00	\$ 50,000.00	\$100,000.00
		<u>\$ 50,000.00</u>	<u>\$ 50,000.00</u>	<u>\$100,000.00</u>
871 PERMIT FEE FUND				
GENERAL GOVERNMENT				
871.627.5200	STATE BUILDING PERMIT FEES	\$ (500.00)	1,000.00	500.00
		<u>\$ (500.00)</u>	<u>\$ 1,000.00</u>	<u>\$ 500.00</u>
873 REQUIRED DEPOSITS				
TRANSPORTATION				
873.543.5700	REFUNDS - STREET OPENING DEPOSITS	\$ 750.00	750.00	1,500.00
		<u>\$ 750.00</u>	<u>\$ 750.00</u>	<u>\$ 1,500.00</u>
BASIC UTILITY SERVICES				
873.765.5700	REFUNDS - WATER DEPOSITS	\$ 41,500.00	2,500.00	44,000.00
		<u>\$ 41,500.00</u>	<u>\$ 2,500.00</u>	<u>\$ 44,000.00</u>
TOTAL REQUIRED DEPOSITS		<u>\$ 42,250.00</u>	<u>\$ 3,250.00</u>	<u>\$ 45,500.00</u>

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Permit Fee Fund to the State Building Permit Fee Account in the amount of \$1,000 for the current expenses during the fiscal year ending December 31, 2011, and declaring the same to be an emergency.

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

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, Ohio, during the fiscal year ending December 31, 2011, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the 871 Fund - PERMIT FEE FUND \$ 1,000.00

Appropriate To:

871 PERMIT FEE FUND
871.627.5200 State Building Permit Fees \$1,000.00

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

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

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to ensure funding is in place as soon as possible in order to make payments; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2011

ATTEST:

CLERK OF COUNCIL



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON, OHIO 44720-2587
www.northcantonohio.com

June 1, 2011

TO: Jon Snyder
President of Council

RE: Amendment to Section 191.13 Income Tax Ordinance and 141.03 Board of Control of the Codified Ordinance

I am requesting that Council consider legislation amending the following sections of the codified ordinance.

- Council previously amended the Income Tax Ordinance sections 191.04, 191.05 and 191.16 under Ordinance 39-11. This ordinance disallowed the deduction of the expenses reported in accordance with federal form 2106. In order to be consistent with the above sections, Section 191.13 titled Exemptions from Tax letter (i) should be removed. The provisions of this Ordinance shall not be construed as levying a tax upon the following: (i) Expenses deductible on federal form 2106, subject to audit and approval by the Income Tax Department.
- Chapter 141 Board of Control section of the Codified Ordinance: Section 141.03 letter (b), (2) Local Bidder Preference of the Codified ordinance the word "paid if required" should be added to the sentence so it would read as follows: "Which has filed [and paid if required] a City of North Canton "Resident" Income Tax Return for the past two years.

Respectfully submitted,

Karen S. Alger
Director of Finance

An ordinance amending Chapter 191 Administrative Code, specifically Section 191.13 EXEMPTIONS FROM TAX of the Codified Ordinances of the City of North Canton, Ohio and declaring the same to be an emergency.

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

Section 1. That Chapter 191 Administrative Code, specifically Section 191.13 EXEMPTIONS FROM TAX, of the Codified Ordinances of the City of North Canton, be, and the same are hereby amended to read as follows:

“191.13 EXEMPTIONS FROM TAX

The provisions of this Ordinance shall not be construed as levying a tax upon the following:

- a. Pay or allowance of active members of the armed forces of the United States and of members of their reserve components, including the Ohio National Guard.
- b. Payments from pensions, unemployment compensation or similar payments, including social security and disability benefits received from private industry or local, state or federal governments, or from charitable, religious or educational organizations.
- c. Proceeds of insurance paid by reason of death of the insured; annuities, or gratuities not in the nature of compensation for services rendered from whatever source derived.
- d. The gross income and gross receipts of religious, fraternal, charitable, scientific, literary, or educational institutions to the extent that such income is derived from tax exempt real estate, tax exempt tangible or intangible property, or tax exempt activities.
- e. Receipts by bona fide charitable, religious and educational organizations and associations, when those receipts are from casual entertainment, amusements, sports events and health and welfare activities conducted by bona fide Stark County charitable, religious and educational organizations and associations.
- f. Dues, contributions and similar payments received by charitable, religious, educational or literary organizations or labor unions, lodges and similar organizations.
- g. Alimony received.

- h. Earnings and income of all individuals under 18 years of age whether residents or nonresidents. The individual is subject to tax, in the year in which they become 18, from their birth-date until the end of the year.
- ~~i. Expenses deductible on federal form 2106, subject to audit and approval by the Income Tax Department.~~
- j. Gains from involuntary conversion, cancellation or indebtedness, interest on Federal obligations, items of income already taxed by the State of Ohio and income of a decedent's estate during the period of administration (except such income from the operation of a business).
- k. Compensatory damages for personal injuries or for damages to property by way of insurance or otherwise.
- l. Compensation paid under Section 3501.28 or 3501.36 of the Revised Code to a person serving as a precinct election official, to the extent that such compensation does not exceed one thousand dollars annually.
- m. Parsonage allowance, to the extent of the rental allowance or rental value of a house provided as a part of an ordained minister's compensation. The minister must be duly ordained, commissioned, or licensed by a religious body constituting a church or church denomination, and permitted to perform all sacraments of the church or the religious body.
- n. Intangible income as defined in Section 191.01(n).
- o. Income, salaries, wages, commissions and other compensation and net profits, the taxation of which is prohibited by the United States Constitution or any act of Congress limited the power of the States or their political subdivisions to impose net income taxes on the income derived from interstate commerce.
- p. Income, salaries, wages, commissions and other compensation and net profits, the taxation of which is prohibited by the Constitution of the State of Ohio or any act of the Ohio General Assembly limiting the power of the City to impose net income taxes.

An ordinance amending Chapter 141 Administrative Code, specifically Section 141.03 LOCAL BIDDER PREFERENCE of the Codified Ordinances of the City of North Canton, Ohio and declaring the same to be an emergency.

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

Section 1. That Chapter 141 Administrative Code, specifically Section 141.03 LOCAL BIDDER PREFERENCE, of the Codified Ordinances of the City of North Canton, be, and the same are hereby amended to read as follows:

"141.03 LOCAL BIDDER PREFERENCE

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of ten thousand dollars (\$10,000), than the low dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:
 1. Is a resident of the City and/or has its principal place of business in the City, and
 2. Which has filed a City of North Canton "Resident" Income Tax Return for the past two years; and.
 3. **Is paid in full or is current and not otherwise delinquent in the payment of city income taxes."**
- c. In the event no bidder qualifies as a "local bidder" pursuant to subsection (b) above, and/or if the "local bidder" or bidders, pursuant to subsection (b) above, exceed the low bid by ten percent (10%) and/or the maximum amount of ten thousand dollars (\$10,000), the Board of Control may expand the definition of local bidder to include an individual business entity which, at the time of the award of the contract is a resident of Stark County and/or has its principal place of business in Stark County.
- d. All contract specifications and/or bid documents that are distributed by North Canton for the purposes of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of North Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder. The determination of whether a bidder qualifies for the local preference

shall be made by the Board of Control. The Board's decision shall be final.

- e. This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services.
- f. Purchases of material, equipment, supplies or services which are not subject to the Board of Control approval are also authorized to take into consideration local bidder preference as set forth in subsections (a), (b) and (c) above.

g:\2011 draft legislation\amendment to section 141.03 local bidder preference.docx

DRAFT

105.07 GRANT AND LOAN APPLICANT REQUIREMENTS.

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

- (1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (2) Utility bills for water, sewer and sanitation services owed to the City of Canton;
- (3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;
- (4) Real estate taxes and assessments on any properties owned by the applicant;
- (5) Personal property taxes owed to the Stark County Auditor and/or State of Ohio; or
- (6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON, OHIO 44720-2587
www.northcantonohio.com

June 1, 2011

TO: Jon Snyder
President of Council

RE: Supplemental Appropriation Request

I am requesting that Council consider legislation appropriating funds in the amount of **\$9,000.00 for the Street Department part time summer help**. I am requesting a supplemental appropriation as follows:

- \$9,000.00 from the Unappropriated Resources of the Street Const Maintenance & Repair Fund to the following accounts
 - 208.543.5100 (SALARIES & WAGES) = \$7,865.00
 - 208.543.5110 (P.E.R.S.) = \$ 900.00
 - 208.543.5114 (MEDICARE) = \$ 100.00
 - 208.543.5100 (WORKER'S COMP) = \$ 135.00
 - \$9,000.00

I would request that the legislation be passed on emergency permitting the hire of summer help in the months the potential work is needed.

Respectfully submitted,

Karen S. Alger
Director of Finance

RECEIVED
JUN 01 2011
COUNCIL OFFICE
NORTH CANTON, OHIO

An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Street Construction Maintenance & Repair Fund to the Salaries & Wages, P.E.R.S., Medicare, and Worker's Comp Accounts in the amount of \$9,000 for the current expenses during the fiscal year ending December 31, 2011, and declaring the same to be an emergency.

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

Section 1. To provide for the current expenses and other expenditures of the City of North Canton, Ohio, during the fiscal year ending December 31, 2011, the following funds, be, and are hereby set aside and appropriated as follows:

Appropriate From:

The unappropriated resources of the 208 Fund -
STREET CONSTRUCTION MAINTENANCE & REPAIR FUND \$9,000.00

Appropriate To:

208.543.5100 Salaries & Wages	\$7,865.00
208.543.5110 P.E.R.S.	\$ 900.00
208.543.5114 Medicare	\$ 100.00
208.543.5100 Worker's Comp	<u>\$ 135.00</u>
	\$9,000.00

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to issue warrants from appropriations established herein for the payment of vouchers duly approved by the proper departmental authority.

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

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to ensure funding for payment of salaries for part-time employees; 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.