



# City of North Canton, Ohio

Council Office  
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North Canton, Ohio 44720-2587  
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## **Committee of the Whole Meeting Agenda Monday, January 23, 2012**

North Canton City Council will meet as a Committee of the Whole **Monday, January 23, 2012 at 6:30 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. Water, Sewer & Rubbish Committee

Chairman: Mark Cerreta  
Vice Chairman: Tim Fox  
Member: Jon Snyder

- a. Amendment to Resolution No. 58-07 re SWAP Committee  
Mark Cerreta
- b. Ordinance No. 110-11 Proposed Sewer Rate Increases  
Mark Cerreta
- c. Ordinance No. 111-11 Proposed Water Rate Increases  
Mark Cerreta

### 2. Park & Recreation Committee

Chairman: Doug Foltz  
Vice Chairman: Dan Griffith  
Member: Daniel Peters

- a. Request to Waive Civic Center Rental Fee  
Doug Foltz

### 3. Street & Alley Committee

Chairman: Tim Fox  
Vice Chairman: Daniel Peters  
Member: Doug Foltz

- a. Sanitary Sewer Capacity Analysis 2012  
Tim Fox

4. Finance & Property Committee

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

- a. Financial Statement – December, 2012  
Jon Snyder
- b. General Insurance Policy / Policies  
Jon Snyder
- c. Prosecutor's Contract  
Jon Snyder
- d. Public Defender's Contract  
Jon Snyder
- e. Cleaning/Janitorial Contract  
Jon Snyder
- f. Resolution of Support re Canton Museum of Art GeoArt Program  
Jon Snyder
- g. Director of Law Contract  
Jon Snyder

Gail M. Kalpac  
Clerk of Council

1/19/12

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

43-07

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

3/20/07-gmk  
(Water, Sewer & Rubbish)

Resolution No. 43-07

Resolution No. 43-07 authorizing the Council of the City of North Canton to establish a Source Water Assessment and Protection Program ("SWAP Program") for the purpose of protecting the City of North Canton drinking water sources from future contamination through planning and implementing strategies designed to protect the well fields, and declaring the same to be an emergency.

WHEREAS, the Ohio Environmental Protection Agency ("EPA") developed a wellhead protection program in 1986; and,

WHEREAS, a SWAP Program is required by 1996 amendments to the Safe Drinking Water Act; and,

WHEREAS, the EPA requires all Public Water Systems in Ohio take steps to protect their source of drinking water; and,

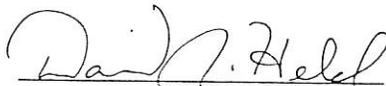
WHEREAS, the Council of the City of North Canton wishes to be proactive in preventing the expense and potential health impacts that can result from a contaminated drinking water supply by establishing a SWAP Program.

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

Section 1. That the Council of the City of North Canton, be, and is hereby authorized to establish a SWAP Program for the purpose of protecting the City of North Canton drinking water sources from future contamination through planning and implementing strategies designed to protect the well fields.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City of North Canton and further necessary for the timely implementation of a SWAP Program; wherefore, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH  
Passed: 4/23/07

  
MAYOR

SIGNED: 4-30, 2007

ATTEST:

  
CLERK OF COUNCIL

# RECORD OF ORDINANCES

C/W: 9/17/07  
Item 2a

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 58-07

Passed June 25, 2007

5/7/07-gmk  
(Water, Sewer & Rubbish)

MAYOR DID NOT SIGN

## Resolution No. 58-07

A Resolution establishing a Drinking Water Source Protection Committee for the City of North Canton ("City"), to develop and implement an effective drinking water source protection plan; and establishing the composition of the Committee.

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

- Section 1: That a Drinking Water Source Protection Committee for the City to develop and implement an effective drinking water source protection plan, be, and is hereby established.
- Section 2: That the composition of the Drinking Water Source Protection Committee, be, and shall consist of one (1) representative from Administration, one (1) representative from Council and three (3) City of North Canton residents to be appointed by Council.
- Section 3: That the three (3) City of North Canton residents shall hold no other municipal office or employment, or membership on any board or commission established by the Charter or by ordinance.
- Section 4: That the initial appointments of the three (3) City of North Canton residents, be, and shall be terms of three (3), four (4) and five (5) years with subsequent appointments for five (5) years, except vacancies shall be filled only for the remainder of the unexpired term of the Committee member being replaced.
- Section 5: That the Water Treatment Plant Superintendent or designee, be, and shall serve as nonvoting member of the Committee in an advisory capacity.
- Section 6: That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH

Passed: 6/25/07

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2007

ATTEST:

Grie M. Kasper  
CLERK OF COUNCIL

Ordinance No. 109-07Passed October 22, 20079/18/07-gmk  
(Personnel & Safety)

## Ordinance No. 109-07

An ordinance appointing Miriam Baughman to a three (3) year term; Gregory Wernet to a four (4) year term; Robert Pattison to a five (5) year term; and designating the Chairperson of the Water, Sewer & Rubbish Committee as the Council Representative on the Drinking Water Source Protection Committee for the City of North Canton.

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

- Section 1: That Miriam Baughman, be, and is hereby appointed to a three (3) year term on the Drinking Water Source Protection Committee beginning January 1, 2008 and terminating December 31, 2011.
- Section 2: That Gregory Wernet, be, and is hereby appointed to a four (4) year term on the Drinking Water Source Protection Committee beginning January 1, 2008 and terminating December 31, 2012.
- Section 3: That Robert Pattison, be, and is hereby appointed to a five (5) year term on the Drinking Water Source Protection Committee beginning January 1, 2008 and terminating December 31, 2013.
- Section 4. That the Chairperson of the Water, Sewer & Rubbish Committee, be, and is hereby designated as the Council Representative on the Drinking Water Source Protection Committee.
- Section 5: That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH  
Passed: 10/22/07

  
MAYOR

SIGNED: 10/29, 2007

ATTEST:

  
CLERK OF COUNCIL

## PROTECTION PLAN UPDATES

The City of North Canton and the SWAP committee are committed to reviewing the Source Water Protection Plan annually, beginning one year after the plan's endorsement from Ohio EPA. The SWAP committee will discuss the progress and challenges of planning implementation efforts with the City Administration and Council. After three years, the SWAP committee team will reconvene to address any revisions and/or updates that may be needed. Any revisions to the Protection Plan will be documented on the front cover by adding "Revised to" beneath the date at the bottom of the page. This may be performed sooner than three years because the Oster Well NC-10 will begin operation in 2010.

When evaluating the need to complete a plan update or revision, the City should also consider the following.

### Delineation Updates

- Has the amount of pumping increased or decreased since the Ohio EPA provided the Drinking Water Source Assessment reports?
- Have any wells been added or removed?
- Has a new well field been added or are there any plans for a new well field?

If the answer to any of the above questions is yes, the City will contact Ohio EPA's Source Water Assessment and Protection Program staff at the Northeast District Office to determine whether the protection area should be re-delineated. Ohio EPA staff can provide this service without charge, or the community may contract the work to a private consultant.

### Potential Contaminant Source Inventory

- Have portions of the City developed rapidly?
- Have land uses in and around the protection area changed?
- Has management of businesses in the protection area changed?

Ohio EPA recommends re-inventorying the protection area at least every 10 years and encourages updates at shorter intervals, especially where development has been rapid.

Ohio EPA's Source Water Assessment and Protection Program staff can provide assistance, with inventory updates and can also provide an updated map of potential contaminant sources located within and near the protection zone.

### Protection Plan

- Is the list of Committee members and contact numbers current?

- Are there new potential contaminant sources that need to be addressed with new source control strategies?
- Should local businesses and residents be reminded about the location of the protection area by redistributing educational materials?
- Are there any updates concerning the size and shape of the protection area that local businesses and residents need to know about?
- Are there any updates to the Water System Emergency Operating Plan (Contingency Plan)?
- Are there new potential contaminant source or land use issues that would influence the need to develop a ground water monitoring program?

The City and Committee will review these issues and determine needed updates and revisions to the Plan based on ongoing community improvements and challenges for implementing management strategies.

**NOTE: DUE TO THE SENSITIVE NATURE OF  
THE INFORMATION IN THESE APPENDICES,  
IT IS RECOMMENDED THAT DISTRIBUTION BE LIMITED.**

**APPENDIX A**

**DRINKING WATER SOURCE ASSESSMENTS**

- A. Drinking Water Source Assessment Map for 3 Aquifers
- B. Drinking Water Source Assessment – October 2002
- C. Drinking Water Source Assessment – June 2007

## Gail Kalpac

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**From:** Diane Bracken  
**Sent:** Tuesday, December 13, 2011 4:22 PM  
**To:** Gail Kalpac  
**Cc:** Mike Grimes; Jim Benekos; Karen Alger  
**Subject:** Rate Hike for Water & Sewer

**Contacts:** GAIL KALPAC

My suggestion on the date for the rate hikes would be the May 1<sup>st</sup> bill. The reason is, that in January and/or February we may estimate customers due to the weather.

When there is a rate hike, the estimate and the actual read are calculated at the new rate, which it should not. I then have to go into each individual account and calculate the usage on the old rate and the usage on the new rate and adjust each customer that had an estimated bill.

The May 1<sup>st</sup> bill are the read dates from March to April.

If you do change, please note that in the Ordinance, that it's the May billing period, not the read date.

If you have any questions please see me and I will show you the paper work on the breakdown of the bills.

Thank you  
Diane  
Utilities

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

12/6/11-gmk  
(Water, Sewer & Rubbish)

Ordinance No. 110-11

An ordinance amending Chapter 927.07 RATES of the Codified Ordinances of the City of North Canton for the purpose of increasing the user rates for sewer users of the sanitary sewer system of the City of North Canton, repealing any and all legislation inconsistent herewith.

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

Section 1. That Section 927.07 of the Codified Ordinance of the City of North Canton, be, and the same is hereby amended to read as follows:

"927.07 RATES

Pursuant to the authority of 927.01 sewer rates or charges for sewer users of the sanitary sewer system of the City of North Canton shall be as follows:

	<u>Apr 1 2012</u>	<u>Jan 1 2013</u>	<u>Jan 1 2014</u>
A. Residential User	\$27.82	\$30.33	\$32.75
B. Commercial user (Non-Residential) Minimum Monthly Charge	\$19.56	\$21.51	\$23.66
Each Additional 1,000 gal.	\$ 3.88	\$ 4.26	\$ 4.68
C. Industrial Charge Monthly Charge per employee	\$ 3.88	\$ 4.26	\$ 4.68

Section 2. That commencing January 1, 2015 and on January 1 every year thereafter, there shall be an annual increase of three (3.0%) percent to each of the above referenced rates, unless amended by North Canton City Council. "

Section 3. That all future increases from outside entities shall be passed on to the users of the sanitary sewer system of the City of North Canton and the Director of Finance is hereby authorized to institute said increases.

Section 4. That any and all legislation inconsistent herewith, be, and is hereby repealed.

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

North Canton, OH

Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2011

ATTEST:

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

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

12/6/11-gmk  
(Water, Sewer & Rubbish)

### Ordinance No. 111-11

An ordinance amending Chapter 937 WATER RATES of the Codified Ordinances of the City of North Canton, Ohio, in order to provide for an increase in water rates, and provide for the billing and collection of water rentals, repealing any and all legislation inconsistent herewith.

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

Section 1. That Chapter 937.01 of the Codified Ordinance of the City of North Canton, Ohio, water rates for metered service for billing period commencing as indicated shall be as follows:

#### "Rate Structure for Residential Premises Inside City Rate Per 1,000 Gallons

Monthly Consumption in Gallons	Apr 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015	Jan 1 2016	Jan 1 2017
0 – 15,000	\$ 5.04	\$ 5.49	\$ 5.93	\$ 6.23	\$ 6.54	\$ 6.86
15,001 - 30,000	\$ 5.77	\$ 6.29	\$ 6.79	\$ 7.13	\$ 7.49	\$ 7.86
30,001 – 40,000	\$ 6.69	\$ 7.29	\$ 7.88	\$ 8.27	\$ 8.68	\$ 9.12
40,001 and Up	\$ 7.24	\$ 7.89	\$ 8.52	\$ 8.95	\$ 9.39	\$ 9.86

That commencing January 1, 2018 and on January 1 every year thereafter, there shall be an annual increase of three (3.0%) percent to each of the above referenced rates, unless amended by North Canton City Council.

#### Rate Structure for Residential Premises Outside the City Rate Per 1,000 Gallons

Monthly Consumption in Gallons	Apr 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015	Jan 1 2016	Jan 1 2017
0 – 15,000	\$ 9.48	\$10.34	\$11.16	\$11.72	\$12.31	\$12.92
15,001 - 30,000	\$10.16	\$11.08	\$11.96	\$12.56	\$13.19	\$13.85
30,001 – 40,000	\$11.03	\$12.02	\$12.98	\$13.63	\$14.31	\$15.03
40,001 and Up	\$11.55	\$12.59	\$13.60	\$14.28	\$14.99	\$15.74

That commencing January 1, 2018 and on January 1 every year thereafter, there shall be an annual increase of three (3.0%) percent to each of the above referenced rates, unless amended by North Canton City Council.

#### Business Premises Located Inside Corporate Limits of City Rate Per 1,000 Gallons

Monthly Consumption in Gallons	Apr 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015	Jan 1 2016	Jan 1 2017
0 – 40,000	\$ 5.04	\$ 5.49	\$ 5.93	\$ 6.23	\$ 6.54	\$ 6.86
40,001 and Up	\$ 4.58	\$ 4.99	\$ 5.39	\$ 5.66	\$ 5.94	\$ 6.24

# RECORD OF ORDINANCES

Ordinance No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

That commencing January 1, 2018 and on January 1 every year thereafter, there shall be an annual increase of three (3.0%) percent to each of the above referenced rates, unless amended by North Canton City Council.

**Business Premises Located Outside Corporate Limits of City  
Rate Per 1,000 Gallons**

Monthly Consumption in Gallons	Apr 1 2012	Jan 1 2013	Jan 1 2014	Jan 1 2015	Jan 1 2016	Jan 1 2017
0 – 15,000	\$ 9.48	\$10.34	\$11.16	\$11.72	\$12.31	\$12.92
15,001 - 30,000	\$ 8.62	\$ 9.39	\$10.14	\$10.65	\$11.18	\$11.74
30,001 – 40,000	\$ 7.76	\$ 8.46	\$ 9.14	\$ 9.60	\$10.08	\$10.58
40,001 and Up	\$ 6.90	\$ 7.52	\$ 8.12	\$ 8.53	\$ 8.95	\$ 9.40
<b>Bulk Rate</b>						
	\$ 3.70	\$ 3.81	\$ 3.92	\$ 4.03	\$ 4.15	\$ 4.27

That commencing January 1, 2018 and on January 1 every year thereafter, there shall be an annual increase of three (3.0%) percent to each of the above referenced rates, unless amended by North Canton City Council."

- A. That monthly minimum billings for water service shall be based on the size of the meter installed. When more than one single premises, as hereinafter defined, is being served by a single meter, the minimum monthly charge shall be as follows:

(1) Multiple Residential:

The minimum monthly charge for a 5/8 inch meter multiplied by the number of single premises serviced or the calculated water bill for the actual consumption measured, whichever is greater.

(2) Converted Residential Buildings:

For computing minimum bills, a residential building converted to commercial usage that retains a 5/8 inch meter and that houses any of the following: office rooms and/or business rooms and/or apartments then each of the following shall constitute a single premise: each room or suite of rooms located on the first floor of the building used for single occupancy by a person or persons in the conduct of a single enterprise.

The minimum monthly charge multiplied by the number of single premises serviced or the calculated water bill for the actual consumption measured, whichever is greater.

In the event of a fire, the City shall estimate the water usage and shall bill for the water usage based on the current rate. This estimate shall be provided by the Director of Finance and shall be based on the number of sprinkler heads activated during the fire and based on the amount of discharge each head permits.

Premises Located Inside Corporate Limits of the City

Size of Meter	Minimum Monthly Consumption in Gallons
5/8 inch	2,000
1 inch	8,000
1 ½ inch	17,000
2 inch	25,000
3 inch	33,000
4 inch	50,000





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: Jon Snyder, Council President  
Date: January 17, 2012  
Subject: Discussion on Application To Waive Civic Center Fees – Portage Collaborative  
Montessori School

The Portage Collaborative Montessori School has asked that rental fees be waived for their event on March 4, 2012. They advise they are a school and have a 501 C3 non-profit status.

City Ordinance No. 10-11 only allows Administration to offer a discount for non-profit organizations for the months of January, February and March.

The Montessori School's request has been referred to Council for review.

Respectfully Submitted,

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

Michael J. Grimes

c: File

**RECEIVED**

JAN 18 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

Dec 28, 2011

Hon. David J. Held  
145 N. Main St.  
North Canton, Ohio 44720

Re: Portage Collaborative Montessori School  
Silent Auction – North Canton Civic Center

Dear Mayor Held and the North Canton City Council:

On March 4<sup>th</sup>, 2012, Portage Collaborative Montessori School (PCMS) will be hosting its' annual Silent Auction fundraiser at the North Canton Civic Center. It will be the fourth straight year we have utilized this fine facility for our most significant fundraiser which funds several programs including Art and Music Education, Field Trips and Library Services.

PCMS is a K-8 collaboration of five school districts which includes several families from North Canton. Further, PCMS holds 501 C (3) non-profit status (Tax ID # 34-1785438). As such, we respectfully request that our rental fee for the Civic Center be waived.

Thank you for your consideration. If you have any questions or require clarification please feel free to contact me at (330) 966-1912.

Sincerely,

A handwritten signature in cursive script that reads "Robert Roden".

Dr. Bob Roden  
Dean of Students  
PCMS

# RECORD OF ORDINANCES

Ordinance No. 10-11

Passed January 31, 20 11

1/6/11-han  
(Park & Recreation)

Ordinance No. 10-11

An ordinance establishing reduced rental rates and policies for rental of the Events Hall at the North Canton Civic Center by certain nonprofit organizations 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 there be, and are hereby established the following reduced rates for the months of January, February and March for rental of the Events Hall at the North Canton Civic Center by certain nonprofit organizations:

	Events Hall (no liquor permit)	Events Hall (beer only)	Events Hall (wine and/or intoxicating liquor)
Monday through Thursday	\$175.00	\$475.00	\$ 700.00 —
Friday	\$325.00	\$625.00	\$ 850.00
Saturday	\$475.00	\$775.00	\$1,000.00
Sunday	\$325.00	\$625.00	\$ 850.00

Section 2. That the rates in this Ordinance shall only apply to: (1) nonprofit organizations or their local affiliates headquartered in or primarily serving residents of the City of North Canton or the North Canton City School District; and (2) that rent the Events Hall for a school related or authorized event.

Section 3. That the reduced rental rates for Friday and Saturday /in the Ordinance shall only apply if the Events Hall is reserved ninety (90) days or less prior to the scheduled event date.

Section 4. That all rentals will be subject to prior approval by North Canton City Council.

Section 5. That there be, and is hereby established a \$400.00 damage security deposit rate for rental of the Events Hall at the North Canton Civic Center. The rate schedule for the damage security deposit is not the maximum amount for which the renter shall be held responsible.

Section 6. That there be and is hereby established the following refund policy for cancellation of a reservation for the Events Hall at the North Canton Civic Center. All reservations will be accompanied by one-half of the applicable rental fee; the balance due to be paid five (5) working days prior to the reservation date.

Cancellation 30 days or less prior to reservation	No Refund
--	-----------

Section 7. That there be and is hereby established a procedure whereby governmental and school entities shall have the option of renting the Events Hall at the North Canton Civic Center by a purchase order.

Section 8. That the Mayor, be, and is hereby authorized to establish a policy for the purpose of security at the North Canton Civic Center.

Section 9. That games of chance shall be permitted at the Civic Center if the renter complies with Ohio State Law.

RECEIVED

JAN 17 2012



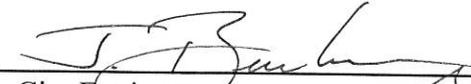
City of NORTH CANTON, OHIO  
145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587  
ADMINISTRATION  
NORTH CANTON, OHIO

LEGISLATION REQUEST

January 17, 2012

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

Subject: **Sanitary Sewer Capacity Analysis 2012**

Requested By:   
City Engineer

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

Approved By:   
Director of Administration

Date: 1/17/12

An ordinance authorizing the Mayor, through the Board of Control to enter into a Professional Services Agreement for Sanitary Sewer Capacity Analysis.

Costs have been budgeted as follows:

<u>Account</u>	<u>Amount</u>
652.779.5229	\$150,000

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

RECEIVED

JAN 17 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a professional services Agreement for a Sanitary Sewer Capacity Analysis, in an amount not to exceed \$150,000, 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 Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a professional services Agreement for a Sanitary Sewer Capacity Analysis, in an amount not to exceed \$150,000.

Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the following appropriation:

652	SEWER OPERATING FUND		
652.779.5229	Contract Payments		\$150,000

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

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

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

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2012

ATTEST:

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

CITY OF NORTH CANTON  
FUND CASH POSITION  
FOR THE MONTH ENDING December 31, 2011

STATEMENT FUND

	Beginning Year Balance	MTD Receipts	YTD Receipts	MTD Exp'd/Exp	YTD Exp'd/Exp	Unexpended Balance
101 GENERAL FUND	\$ 638,159.14	\$ 155,314.91	9,163,840.02	\$ 226,229.25	7,280,877.88	2,521,121.28
TOTAL GENERAL FUND	638,159.14	155,314.91	9,163,840.02	226,229.25	7,280,877.88	2,521,121.28
SPECIAL REVENUE FUNDS:						
203 INCOME TAX FUND	272,028.79	362,131.62	5,969,366.44	38,516.00	5,418,914.74	822,480.49
204 FIRE OPERATING FUND	165,237.98	0.64	591,224.23	40,688.51	721,514.60	34,947.61
205 EMS OPERATING FUND	155,133.59	49,996.99	1,355,168.83	117,302.73	1,513,015.80	<2,713.38>
206 COMPUTER TRUST FUND	22,112.66	569.00	3,499.00	885.47	9,608.22	16,003.44
207 ENFORCEMENT AND EDUCATION FUND	10,794.92	158.00	1,612.00	0.00	1,383.21	11,023.71
208 STREET CONST M & R FUND	346,921.20	65,070.59	909,827.66	48,110.04	916,747.68	340,001.18
209 STORM SEWER IMPROVE LEVY FUND	623,231.33	20,484.54	411,643.42	43,339.88	568,777.37	466,097.38
210 STREET IMPROVE LEVY FUND	626,035.56	20,484.54	405,111.50	125,418.74	503,729.84	527,417.22
211 MUNICIPAL ROAD FUND	7,252.46	0.00	150,636.00	0.00	150,636.00	7,252.46
212 GENERAL TRUST FUND	16,890.38	0.00	3,500.00	0.00	4,191.80	16,198.58
213 LAW ENFORCEMENT TRUST FUND	12,770.57	0.00	13,464.52	63.00	63.00	26,172.09
214 COMPENSATED ABSENCES FUND	608,436.75	0.00	175,000.00	0.00	366,104.62	417,332.13
215 CONTINUING PROF EDUCATION FUND	326.99	0.00	540.00	0.00	326.99	540.00
TOTAL SPECIAL REVENUE	2,867,173.18	518,895.92	9,990,593.60	414,324.37	10,175,013.87	2,682,752.91
CAPITAL PROJECT FUNDS:						
330 CAPITAL IMPROVEMENT FUND	1,636,233.06	<244,692.00>	3,894,970.80	252,055.31	2,414,835.77	3,116,368.09
331 PARK DEVELOPMENT FUND	144.43	0.00	0.00	0.00	0.00	144.43
332 ISSUE 2 IMPROVEMENT FUND	181,972.70	49,000.00	758,852.04	49,000.00	776,803.76	164,020.98
333 HOOVER DISTRICT IMP. FUND	12,981.80	0.00	0.00	5,884.08	53,084.13	<40,102.33>
TOTAL CAPITAL PROJECT FUNDS	1,831,331.99	<195,692.00>	4,653,822.84	306,939.39	3,244,723.66	3,240,431.17
ENTERPRISE FUNDS:						
650 WATER REVENUE FUND	1,990,736.45	448,726.07	7,537,508.45	331,917.36	6,904,012.68	2,624,232.22
651 WATER EXP, REPLACE & IMP FUND	861,588.63	37,065.80	1,688,438.92	89,007.30	1,343,348.06	1,206,679.49
652 SEWER REVENUE FUND	1,544,773.52	230,224.81	2,733,567.93	271,153.22	2,548,230.20	1,730,111.25
654 GARBAGE SERVICE FUND	234,738.11	81,846.56	897,135.21	76,614.57	857,958.19	273,915.13
TOTAL ENTERPRISE FUNDS	4,631,836.71	797,863.24	12,856,650.51	768,692.45	11,653,549.13	5,834,938.09
INTERNAL SERVICE FUNDS:						
761 INSURANCE FUND	605,488.59	2,985.84	1,110,271.99	86,958.41	1,012,783.63	702,976.95
TOTAL INTERNAL SERVICE FUNDS	605,488.59	2,985.84	1,110,271.99	86,958.41	1,012,783.63	702,976.95
TRUST & AGENCY FUNDS						
870 NORTH CANTON CIC ESCROW FUND	757,000.00	0.00	0.00	0.00	100,000.00	657,000.00
871 PERMIT FEE FUND	38.11	96.83	1,714.92	322.71	1,707.38	45.65
873 REQUIRED DEPOSITS FUND	45,977.21	124.02	7,176.89	74.02	3,284.94	49,869.16
TOTAL TRUST & AGENCY FUNDS	803,015.32	220.85	8,891.81	396.73	104,992.32	706,914.81
TOTAL ALL FUNDS	11,377,004.93	1,279,588.76	37,784,070.77	1,803,540.60	33,471,940.49	15,689,135.21

## CITY OF NORTH CANTON

## FUND BALANCE RECONCILIATION

DEC 31, 2011

Consolidated Fund Balance			\$15,689,135.21
Less Treasury Investments Held at Cost:			
	<u>INTEREST</u>	<u>PRINCIPAL</u>	
StarOhio	\$1,824.00	\$596,577.52	
Chase	\$409.51	\$5,000,177.45	
Federal Gov't Securities (UBS)	0.00	10,026.34	
North Canton CIC Escrow	0.00	757,000.00	
Sweep Account	137.21	8,001,325.12	
	<u>\$2,370.72</u>	<u>\$14,365,106.43</u>	
Total Treasury Investments			<u>14,365,106.43</u>
Checking Account Balance			<u>\$1,324,028.78</u>
Bank Balance:	Checking Account:		
	SWEEP	\$15,345.01	
		<u>1,645,000.00</u>	
			1,660,345.01
Minus:	Outstanding Checks:		(\$300,393.12)
Misc Adjustments			(300,393.12)
CHECK IN TRANSIT	(\$70.78)		
CHECK IN TRANSIT	(\$295.17)		
HUNTINGTON IN TRANSIT	(25.98)		
HUNTINGTON IN TRANSIT	(117.78)		
METAVANTE	(24.20)		
BANK CARDS IN TRANSIT	(906.30)		
NSF CHECK BALANCE	410.27		
RETURNED CHECK IN TRANSIT	27.28		
MEDICARE IN TRANSIT	(85.68)		
AULTCARE 11.29.11 IN TRANSIT	6,800.09		
AULTCARE 12.29.11 IN TRANSIT	15,025.63		
OPERS IN TRANSIT 12.31.11	(56,280.88)		
REVERSE REFUNDS NOT CASH	(423.56)		
REVERSE REFUND POLICE	(20.00)		
CREDIT CARD INTERFACE	63.95		
		<u>(\$35,923.11)</u>	
			<u>(35,923.11)</u>
Adjusted Bank Balance			<u>\$1,324,028.78</u>

Respectfully submitted,



Karen S. Alger  
Director of Finance

CITY OF NORTH CANTON					
FUND BALANCE RECONCILIATION					
WORK SHEET				Dec-11	
CONSOLIDATED FUND BALANCE					\$ 15,689,135.21
					15,689,135.21
					\$ -
STAR OHIO		\$18.24	\$596,577.52		
CHASE		\$409.51	\$5,000,177.45		
FED GOVER (UBS)		\$0.00	\$10,026.34		
NORTH CANTON CIC ESCROW		\$0.00	\$757,000.00		
SWEEP ACCOUNT	FIRST MERIT	\$137.21	\$8,001,325.12		
TOTAL INVESTMENTS					\$ 14,365,106.43
CHECKING ACCOUNT BALANCE					\$ 1,324,028.78
BANK BALANCE (first merit bank statement end of month)					\$ 15,345.01
SWEEP ACCOUNT					\$ 1,645,000.00
					\$ 1,660,345.01
OUTSTANDING CHECKS					\$ (300,393.12)
SUB TOTAL					\$ 1,359,951.89
MISC ADJUSTMENTS					
	CHECK FREE IN TRANSIT		(70.78)		
	CHECK FREE IN TRANSIT		(295.17)		
	HUNTINGTON IN TRANSIT		(25.98)		
	HUNTINGTON IN TRANSIT		(117.78)		
	METAVANTE		(24.20)		
	BANK CARDS IN TRANSIT		(906.30)		
	NSF BALANCE		410.27		
	RETURN CK IN TRANSIT		27.28		
	MEDICARE IN TRANSIT		(85.68)		
	AULTCARE 11.29.11 IN TRANSIT		6,800.09		
	AULTCARE 12.29.11 IN TRANSIT		15,025.63		
	OPERS IN TRANSIT 12.31.11		(56,280.88)		
	REVERSE REFUNDS NOT CASHED TAX		(423.56)		
	REVERSE REFUND POLICE		(20.00)		
	CREDIT CARD INTERFACE		63.95		
	TOTAL		(35,923.11)	-	(35,923.11)
ADJ BANK TOTAL					1,324,028.78
					1,324,028.78
DIFF					\$ (0.00)



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: January 17, 2012  
Subject: Legislation To Authorize Insurance

Our current City Insurance contract expires at the end of March this year. I am requesting authorization to receive quotes, and to authorize the Mayor, through the Board of Control, to enter into the necessary contract(s) for the City's general insurance policy / policies.

EMERGENCY REQUESTED     YES     NO

Respectfully Submitted,

Michael J. Grimes

c: Director of Finance Alger

**RECEIVED**

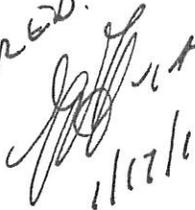
**JAN 17 2012**

**COUNCIL OFFICE  
NORTH CANTON, OHIO**

# Huntington Insurance

542 East State St.  
Salem, OH 44460

Ph: 330-337-9933  
Fx: 330-337-5973

F.Y.I.  
SOME INFO IS  
DISCOVERED.  
  
1/17/12

## Proposal

City of North Canton, Ohio  
145 N. Main St.  
North Canton, OH 44720

To provide insurance consulting services for the city's Property & Casualty insurance consisting of the following:

- Review current insurance coverages
- Make recommendations for changes to your current coverage if necessary
- Inspect each city-owned property (An assistant from the city will be required to take me to and into these properties.)
- Prepare bid specifications
- Prepare ACORD applications. (These are industry-specific applications that each bidder can use to submit to their insurance companies for quotations.)
- Obtain "hard copy loss runs" from present and past insurance company providers for at least the last three years. (These are required by companies wishing to bid.)
- Obtain from you a current list of drivers to include in the request for bids.
- Assist bidders with follow-up questions
- Obtain a quotation from Industrial Appraisal Company to appraise all city-owned property
- Review all bids
- Make a recommendation on whom to award the bid to based on "lowest and best."
- Assist the new agent/company in issuing the new policy. (Answering any follow-up questions including any requirements for "Additional Insureds," Loss Payees, Mortgagees, etc.)
- Meet with your administration and/or council on the logic of our recommendations, if desired.

Fee: ~~\$6,500~~ \$5,500  
Payable: 50% at inception of engagement  
Balance upon completion-On or about April 15, 2009

David B. Hazen, CPCU, CIC  
Vice President  
Huntington Insurance  
542 East State St.  
Salem, OH 44460

An ordinance authorizing the Director of Administration of the City of North Canton to request quotes for general liability, personal injury, liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration and for the Mayor to be authorized, through the Board of Control, to enter into a contract(s) for the policy/policies, 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 request quotes for general liability, personal injury, liability, automobile, building and contents, equipment floater, crime, boiler and machinery, and firemen's errors and omissions insurance according to specifications on file in the office of the Director of Administration.

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract(s) for the policy/policies.

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(s), upon receipt of vouchers duly approved by the proper departmental authority, from appropriations applicable hereto.

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 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 in order to maintain continuous coverage; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by council and approval by the Mayor.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2006

ATTEST:

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



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

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Jon Snyder, Council President  
Date: January 17, 2012  
Subject: **Contract with the Canton Law Department.**

Please place the following legislative request on the next Committee of the Whole agenda. This request is to authorize the Mayor to enter into a contract with the Canton Law Department for the term January 1, 2012 through December 31, 2013. The contract engages the Canton Law Department legal representation with the regard to criminal cases and related matters. The cost of the contract is \$34,000 for the two year term. The payments shall be divided into eight equal payments to be made on the first day of each quarter.

EMERGENCY REQUESTED  YES  NO

Respectfully,

Michael J. Grimes

c: Director of Finance

**RECEIVED**

JAN 17 2012

COUNCIL OF BOE  
NORTH CANTON, OHIO

## CONTRACT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Canton, Ohio, and the City of North Canton, Ohio.

WITNESSETH:

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

WHEREAS, the parties wish to enter into contractual agreement for a period of two (2) years effective January 1, 2012 thru December 31, 2013, specifying the services to be provided by the Canton City Prosecutor's Office and the amount of compensation to be paid the City of Canton by the City of North Canton for its services;

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

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

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

2. The City of North Canton shall pay to the City of Canton as and for full compensation, the sum of \$34,000.00. This amount is for services rendered from the period of January 1, 2012 thru December 31, 2013, and shall be divided into eight (8) equal payments to be made on the first day of each quarter.

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

WITNESSES:

CITY OF CANTON, OHIO

\_\_\_\_\_  
\_\_\_\_\_

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

CITY OF NORTH CANTON

\_\_\_\_\_  
\_\_\_\_\_

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

Approved as to Form:

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

An ordinance authorizing the Mayor of the City of North Canton, Ohio, to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation in the Canton Municipal Court, at a total cost not to exceed \$17,000 per year, for a period of two (2) years beginning January 1, 2012 through December 31, 2013 and declaring the same to be an emergency.

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

Section 1. That the Mayor of the City of North Canton, Ohio, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the City of Canton for the purpose of providing legal representation by the City of Canton through its Law Department and Prosecutor's Office with regard to the prosecution of criminal cases and other related matters as provided for therein in the Canton Municipal Court, at a total cost not to exceed \$17,000 per year.

Section 2. That the agreement by and between the City of North Canton and the City of Canton shall be effective for a period of two (2) years beginning January 1, 2012 through December 31, 2013.

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

622 DIRECTOR OF LAW  
101.622.5225 Professional Services (Canton) \$17,000/yr.

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

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

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

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2012

ATTEST:

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

g:\2012 legislation\prosecutor's contract.docx



C/W: 1/23/12  
Item 4d

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: January 17, 2012  
Subject: **Contract with the Stark County Public Defender.**

Please place the following legislative request on the next Committee of the Whole agenda. This request is to authorize the Mayor to enter into a contract with the Stark County Public Defender's Office for the term January 1, 2012 through December 31, 2012. (There is a renewal clause in the contract for the year of 2013.) The contract engages the Stark County Public Defender to provide legal counsel in Canton Municipal Court for indigent persons charged with violations of North Canton City Ordinances. The cost of each case represented by the Stark County Public Defender is \$200.00.

EMERGENCY REQUESTED  YES  NO

Respectfully,

Michael J. Grimes

c: Director of Finance

**RECEIVED**  
JAN 17 2012  
COUNCIL OFFICE  
NORTH CANTON, OHIO

## CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

This Agreement is entered into by the Stark County Public Defender Commission, hereinafter the **COMMISSION**, and the City of North Canton, Ohio, hereinafter the **CITY**.

**WHEREAS**, the **CITY** recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offenses in Municipal Court; and

**WHEREAS**, the **CITY** in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to the **CITY'S** indigent citizens and others so situated;

**NOW THEREFORE**, the parties do mutually agree to bind themselves as follows:

### 1. Scope of Work

The **COMMISSION** shall in a satisfactory and proper manner under the terms and conditions contained herein, perform the services set out in the "Work Plan" explained in Item 9, herein.

### 2. Compensation

The **CITY** shall pay to the Commission a fee of **\$200** per City of North Canton Ordinance case assigned to the Stark County Public Defender Office.

Payments shall be made in the following manner:

The **COMMISSION** will bill the **CITY** four (4) times per year (March 31, June 30, September 30, December 31) for the amount of City of North Canton Ordinance cases assigned to the Public Defender Office during that quarter. Payments shall be made by the **CITY** to the **COMMISSION** within thirty (30) days of the date of the invoice, then interest shall accrue at the rate of ten per cent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and continue to be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be the same as that in the 1990-1991 contract and is incorporated herein by reference.

This amount whether by contractual amount or fee schedule does not exceed the fee schedule in effect and adopted by the Stark County Commissioners.

### 3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2012 and shall terminate December 31, 2012 with an option to renew this contract for a period of one (1) year, commencing January 1, 2013 and terminating December 31, 2013.

4. The **COMMISSION** shall not assign all or any part of this Agreement without the prior written consent of the **CITY**, which consent shall not be unreasonably withheld.

5. If either party shall fail to fulfill in reasonable, timely, and proper manner, its obligations under this Agreement, or if either party should substantially violate any of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the party violating this Agreement of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. However, notwithstanding the above clause, the **COMMISSION** shall have the separate and additional right to discontinue the service provided by the Public Defender Office under this contract, without notice, if payment of a quarterly invoice is not received within thirty (30) days of invoice. The decision to suspend or continue service under the contract upon non-payment of an invoice within thirty (30) days is discretionary with the **COMMISSION**. The suspension or continuation of service by the **COMMISSION** shall have no effect upon the payment of an invoice or the calculation of interest as set forth elsewhere in this contract. In the absence of a written notification of intent to continue service from the **COMMISSION** to the **CITY**, the **CITY** shall presume that service will be discontinued upon the first day after the expiration of the thirty (30) day grace period, if payment has not been received. If service is suspended, it shall be provided again when payment plus interest is received.

6. All amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex, or national origin. This provision shall apply to, but not be limited to, employment, promotion or transfer, recruitment or recruitment advertising, lay-offs or termination, raises of pay or other forms of compensations, and selection of training. The **COMMISSION** shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. The **COMMISSION** covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No resident commissioner shall share in any part of this contract or any benefits to arise herefrom.

#### 9. Work Plan

The **COMMISSION** shall provide for the **CITY** attorneys of the Stark County Public Defender Office to be available in the Canton Municipal Court to represent indigents charged under the **CITY** Ordinances for the City of North Canton, thus allowing the **City of North Canton** continuing representation in conformance with Chapter 120 of the Ohio Revised Code. It is understood by both

parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by the Stark County Public Defender Office and is in no way affected by this Agreement.

10. Determination of Indigency

The Standards of Indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

11. Upon a thirty (30) day written notice either party may re-negotiate the contract or accompanying "Work Plan quarterly for good cause.

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CITY OF NORTH CANTON, OHIO

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVE AS TO FORM:

\_\_\_\_\_

OHIO PUBLIC DEFENDER COMMISSION

BY \_\_\_\_\_

TITLE \_\_\_\_\_

WITNESS \_\_\_\_\_

DATE \_\_\_\_\_

An ordinance authorizing the Mayor of the City of North Canton to enter into a contract by and between the City of North Canton and the Stark County Public Defender Commission for the purpose of providing legal counsel to indigent persons in Canton Municipal Court for a period of one (1) year beginning January 1, 2012 and ending December 31, 2012, and declaring the same to be an emergency.

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

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the Stark County Public Defender Commission for the purpose of providing legal counsel to indigent persons in Canton Municipal Court.
- Section 2. That the contract by and between the City of North Canton and the Stark County Public Defender Commission shall be effective for a period of one (1) year beginning January 1, 2012 and ending December 31, 2012.
- Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation 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 necessary for the timely effectiveness of the contract; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2012

ATTEST:

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



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: January 17, 2012  
Subject: Legislation for Cleaning / Janitorial Contract for the City

Our current contract for cleaning / janitorial services for the City of North Canton expires March 31, 2012. I am requesting legislation to authorize this office to advertise and receive bids for cleaning / janitorial services for the City of North Canton for two (2) years duration from April 1, 2012 through March 31, 2014.

EMERGENCY REQUESTED  YES  NO

Respectfully Submitted,

Michael J. Grimes

c: Director of Finance Alger

**RECEIVED**

JAN 17 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to seek quotes for cleaning / janitorial services for the period April 1, 2012 through March 31, 2014 for the City of North Canton and declaring the same to be an emergency.

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

- Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to seek quotes for cleaning services for the period April 1, 2012 through March 31, 2014 for the City of North Canton.
- Section 2. That the Director of Finance of the City of North Canton, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract upon receipt of vouchers duly approved by the proper departmental authority from appropriations applicable thereto.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely advertising and receipt of bids; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

SIGNED: \_\_\_\_\_, 2012

ATTEST:

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



# **Memo**

---

*from the City of North Canton Council Office*

January 18, 2012

To: Council Members

From: Jon Snyder  
President of Council

Re: Resolution of Support  
Canton Museum of Art GeoArt Program

We are requesting \$5,000 from the recycling grant money be allocated for use in interactive development of the children within the North Canton School system and continuing use of the arts for the citizens of North Canton.

As in the past, by voice vote, Council can agree to send a signed Resolution of Support acknowledging the City's participation in the Canton Museum of Art GeoArt Program and to fund it through recycling (non-municipal) funds.

Should you have any questions, please do not hesitate to contact me.



# City of North Canton, Ohio

Council Office  
145 North Main Street  
North Canton, Ohio 44720-2587  
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## Resolution of Support

A Resolution expressing the support of the City Council of the City of North Canton for the Canton Museum of Art GeoArt Program.

WHEREAS, the Canton Museum of Art has proposed a GeoArt Program as a youth activity; and

WHEREAS, math and geometry teachers find that the projects tie in with curriculum requirements, recycling ideas and reinforce classroom instruction; and

WHEREAS, the GeoArt Program uses materials that are between 45% and 100% recycled material; and

WHEREAS, one of the component parts for the City to continue receiving Solid Waste District recycling grants is to have an educational component in the use of recycled product and recycling; and

WHEREAS, the GeoArt program meets said Solid Waste District educational component requirement; and

WHEREAS, the City Council desires to establish said program and believes it will benefit the residents.

NOW, THEREFORE, BE IT RESOLVED by the City of North Canton, County of Stark, State of Ohio that:

Section 1. The City Council of the City of North Canton, Ohio supports the Canton Museum of Art's GeoArt Program.

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Jon Snyder, President of Council

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Doug Foltz, Ward 1

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Marcia Kiesling, Vice President of Council

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Daniel Peters, Ward 2

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Mark Cerreta, Council-At-Large

\_\_\_\_\_  
Tim Fox, Ward 3

\_\_\_\_\_  
Dan Griffith, Council-At-Large

January 19, 2012

Jon Snyder  
City of North Canton  
145 North Main Street  
North Canton, Ohio 44720

Dear Jon:

Per your request, following is the outline of a proposal for outsourcing the Director of Law duties to Morrow & Meyer, LLC ("M&M").

In exchange for \$50,000.00 annually, paid in monthly installments, pursuant to a one year renewable contract, M&M will provide at least eighty (80) hours of legal services, performed by a licensed attorney, each month. To the extent that M&M's legal services exceed eighty (80) hours in a given month, M&M will bill hourly for such services at a discount rate of \$160 per hour.

As you know, these rates are significantly less than those M&M regularly charges. It is willing to provide the City these rates, however, out of a commitment to public service.

This proposal will save the City a significant amount of money. For example, the City will not have to pay the \$5,610.54 in PERS contributions and Medicare taxes it currently incurs.

Further, under the current system, every time the City engages in litigation the \$160 rate immediately applies. This has, in some cases, (e.g., the Andy Martin/Richard Bierie litigation) resulted in significant additional expense. Under M&M's proposal, it is anticipated that the expense of litigation and outside counsel will be mitigated significantly.

Finally, as a technical matter, please note that the Charter requires that a Director of Law is a person licensed to practice law for at least five years, rather than a firm. Accordingly, I would continue to serve as the Director of Law, but would receive no compensation for doing so.

Please let me know if you have any questions, or if you would like to discuss this matter further.

Regards,



Hans A. Nilges