



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

AMENDED AGENDA

Committee of the Whole Meeting Agenda Monday, October 15, 2012 – 7:00 p.m.

North Canton City Council will meet as a Committee of the Whole **Monday, October 15, 2012 at 7:00 p.m.** in the Council Chamber at North Canton City Hall.

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

1. Community & Economic Development Committee

Chairperson: Marcia Kiesling
Vice Chairman: Mark Cerreta
Member: Stephanie Werren

- a. Establish Public Hearing Time/Date for a Proposed Zone Change and Map Amendment re Parcel No. 9208743, Applegrove and 234/236 West Maple

2. Personnel & Safety Committee

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

- a. 2013 OVI Countywide Task Force
Daniel Peters

3. Ordinance, Rules & Claims Committee

Chairman: Stephanie Werren
Vice Chairman: Doug Foltz
Member: Marcia Kiesling

- a. Ordinance No. 91-12 re Graffiti
Stephanie Werren

**Committee of the Whole
Meeting Agenda**

**October 15, 2012
Page 2**

4. Water, Sewer & Rubbish Committee

Chairman: Mark Cerreta
Vice Chairman: Dan Griffith
Member: Jon Snyder

- a. 2013 Recycling Makes Sense Grant Agreement
Mark Cerreta

5. Finance & Property Committee

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

- a. Resolution Accepting/Certifying Property Tax Rates
Jon Snyder
- b. Financial Statement – September, 2012
Jon Snyder
- c. Mayor's Court Receipts – August, 2012
Jon Snyder
- d. Mayor's Court Receipts – September, 2012
Jon Snyder
- e. Discussion – Sale of City Owned Property
Jon Snyder

Gail M. Kalpac
Clerk of Council

10/11/12-gmk

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



City of NORTH CANTON, OHIO

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

PLANNING COMMISSION

TO: All Council Members
Tim Fox, Law Director
Gail Kalpac
Applicants

Re: **Planning Commission Actions** -- Meeting of October 3, 2012.

Members Present: J. Dennis Flechtner, Ray Shanabruch, Jerry Geib, Tim Morrow, Tom Serra
Also In Attendance: Mike Grimes, Jon Snyder, Jim Benekos, Eric Bowles
Press: Dottie McGrew

- Minutes of the May 30, 2012 and August 7, 2012 meetings were approved as submitted.

The remainder of the agenda followed: **PUBLIC HEARINGS ***

PC 230-12* Zoning Change/Map Amendment Vacant Land Applegrove Street N.W.
RECOMMENDATION **VOTE: 5-Yes, 0-No**

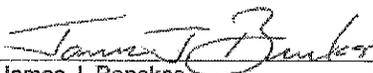
Planning Commission **recommends Council amend the zoning map** as follows:
Part of Parcel #9208743 Applegrove Street NW (Postlys), from R-2F to R-70

PC 231-12* Conditional Use/Site Plan Review (Final) 123 South Main St. (Main Street Grille)
Conditional Use was **approved**. Final Site Plan was **approved with condition** appropriate and adequate lighting at entrances and alley area be submitted and approved by Building Department.
(Applies to Conditional Use and Final Site Plan) **VOTE: 5-Yes, 0-No**

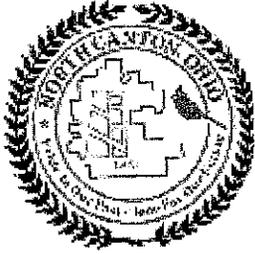
PC 232-12* Zoning Change/Map Amendment 234 - 236 West Maple Street
RECOMMENDATION **VOTE: 5-Yes, 0-No**

Planning Commission **recommends Council amend the zoning map** for this property from GB-A to R-2F

PC 233-12 Site Plan Review (Final) Part of Outlot #374 -- Washington Square
Final Site Plan was **approved** as submitted. **VOTE: 5-Yes, 0-No**


James J. Benekos
City Engineer

JJB/ljt



City of NORTH CANTON, OHIO

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

PLANNING COMMISSION

Legal Notice of Public Meeting

Notice is hereby given that a public meeting will be held by the Planning Commission of the City of North Canton on **Wednesday, October 3, 2012 at 7:00 p.m.** in the Council Chambers at North Canton City Hall.

The meeting is with regard to:

- Application (PC 230-12) for Zoning Map Amendment submitted by Ronald S. & William P. Postiy for rear part of Parcel #9208743 on Applegrove St. NW currently zoned R2F, request 1.72 acreage (approx.. 202.63' x 370.70') be zoned R-70. Map depicting area is available at City Engineer's office and will be provided at meeting
- Application (PC231-12) for Conditional Use Permit submitted by Larry Owens/Main Street Grille for outside dining at the rear of business
- Application (PC 232-12) for Zoning Map Amendment submitted by Todd A. West for 234/236 West Maple Street, Parcel #9200578 currently zoned GB-A, request be zoned R-2F

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

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

Linda J. Teis
Planning Commission Secretary

Publishing Instruction: Please publish on September 26, 2012.



City of NORTH CANTON, OHIO

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

PLANNING COMMISSION

(Filing deadline - 15th of each month)

Date Submitted: 09/12/12

PC-200-12 ZMA

Type of Submission

tbd= To Be Determined

<input type="checkbox"/>	Preliminary Plat	\$150.00	<input type="checkbox"/>	Dedication	\$150.00
<input type="checkbox"/>	Final Plat	\$150.00	<input type="checkbox"/>	Conditional Use	\$75.00
<input type="checkbox"/>	General Development Plan	\$150.00	<input checked="" type="checkbox"/>	Zoning Amendment	\$100.00
<input type="checkbox"/>	Site Plan	\$150.00	<input type="checkbox"/>	Similar Use	\$100.00
<input type="checkbox"/>	Re-plat	(tbd)	<input type="checkbox"/>	Vacation	\$150.00
			<input type="checkbox"/>	Other (Please attach a note of description)	(tbd)

SEE ATTACHED
ZONING AMENDMENT
APPLICATION

*** Please include 15 full sized plans and 1 reduced sized set.**

Name of Plat: N/A

Location (Lot Number and/or Address): ~~9208743~~ # 9208743 (PART OF)

RECEIVED

SEP 12 2012

Submitted by:

NORTH CANTON
ENGINEERING DEPT.

Developer: Name: N/A

Address: _____
Street

City Zip Code Phone

Prepared By: Name: N/A

Address: _____
Street

City Zip Code Phone

Owner: Name: RONALD POSTY AND WILLIAM POSTY

Address: 1663 STEINER N.W.
Street
NORTH CANTON 44720 330-705-3893
City Zip Code Phone

Note: Please one of the above for the official mailing address for meeting notices.

No. of Lots or Acres proposed for Development _____

Signature of Applicant: Ronald Posty - William Posty

CITY OF NORTH CANTON, OHIO

APPLICATION FOR ZONING AMENDMENT

Note: Please type or print and file with the Department of Permits & Inspection

No. PC 230-12ZMA

Applicant RONALD POSTIY AND WILLIAM POSTIY Phone No. 330-705-3893
330-705-4214
Address 1663 STEINER N.W. Zip Code 44720
NORTH CANTON, OHIO 44720

Owner of Premises SAME Phone No. _____
Address _____ Zip Code _____

Lessee of Premises N/A Phone No. N/A
Address _____ Zip Code _____

RECEIVED

SEP 12 2012

TO THE PLANNING COMMISSION AND THE COUNCIL:

I hereby make application and request the Planning Commission to consider and petition Council to amend the Zoning Ordinance as hereinafter requested.

NORTH CANTON
ENGINEERING DEPT.

Date: SEPTEMBER 12, 2012.

Premises affected is/are situated on the SOUTH side of APPLEGROVE ST.
and known as house number NONE and Lot No. 9208743 (street)
PARCEL#

The lot/lots has/have a frontage of 191.24 and a depth of 714.70 feet.

The premises is presently in the R-2F district and I/we are requesting that the

premises be rezoned to R-70 district. REQUEST IS TO REZONE
AREA IN REAR (202.63' X 370.70' - 1.72 ACRES) FROM R-2F TO
R-70.

CITY OF NORTH CANTON
PLANNING COMMISSION

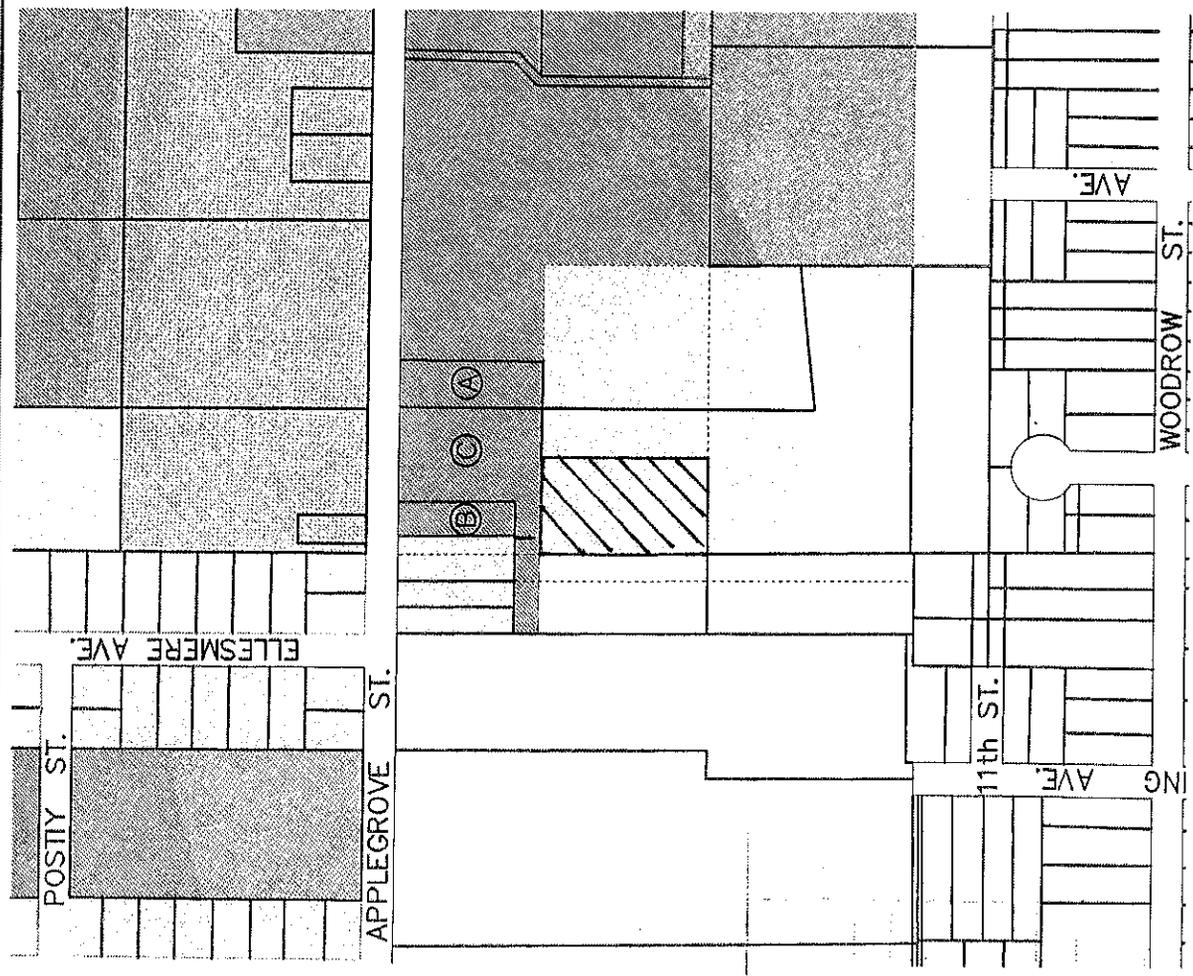
PC 227-12
PROPOSED ZONING

PARCEL NO.	OWNER	ADDRESS
A - 9204594	DONNA L. CRAIG	420 APPLGROVE ST.
B - 9208676	WILLIAM P. POSTY	500 APPLGROVE ST.
C - 9208743	RONALD S. & WILLIAM P. POSTY	N/A

R-2F
 GB-A
 GB-B
 RMF-A
 R-50



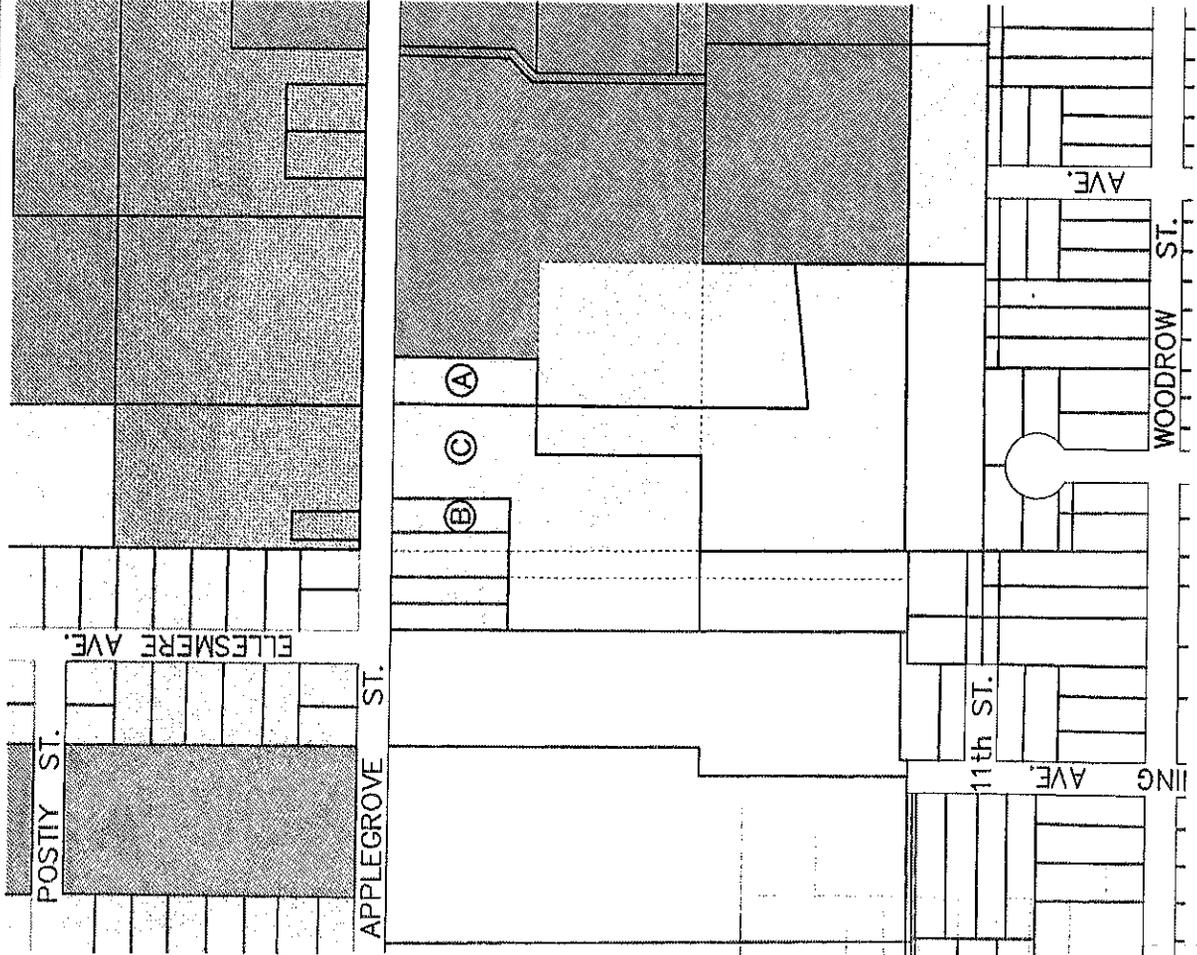
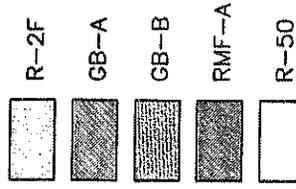
AREA TO BE REZONED
To R-70



CITY OF NORTH CANTON
PLANNING COMMISSION

PC 227-12
EXISTING ZONING

	PARCEL NO.	OWNER	ADDRESS
A	9204594	DONNA L. CRAIG	420 APPLEGROVE ST.
B	9208676	WILLIAM P. POSTY	500 APPLEGROVE ST.
C	9208743	RONALD S. & WILLIAM P. POSTY	N/A



Stark County GIS



Notes



City of NORTH CANTON, OHIO

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

PLANNING COMMISSION

(Filing deadline - 15th of each month)

Date Submitted: Sept 14, 2012

PC- 232-6 ZMA

Type of Submission

tbd= To Be Determined

<input type="checkbox"/>	Preliminary Plat	\$150.00	<input type="checkbox"/>	Dedication	\$150.00
<input type="checkbox"/>	Final Plat	\$150.00	<input type="checkbox"/>	Conditional Use	\$75.00
<input type="checkbox"/>	General Development Plan	\$150.00	<input checked="" type="checkbox"/>	Zoning Amendment	\$100.00
<input type="checkbox"/>	Site Plan	\$150.00	<input type="checkbox"/>	Similar Use	\$100.00
<input type="checkbox"/>	Re-plat	(tbd)	<input type="checkbox"/>	Vacation	\$150.00
			<input type="checkbox"/>	Other (Please attach a note of description)	(tbd)

*** Please include 15 full sized plans and 1 reduced sized set.**

Name of Plat: _____

Location (Lot Number and/or Address): 234 & 236 West Maple Street

Submitted by:

Developer: _____ Name: _____

Address: _____
Street

City Zip Code Phone

Prepared By: _____ Name: Todd A. West

Address: 1859 Applegrove St NE

Street
N. Canton 44720 330-323-0319

City Zip Code Phone

Owner: _____ Name: West2006Ltd.

Address: PO Box 2811

Street
North Canton 44720 330-323-0319

City Zip Code Phone

Note: Please one of the above for the official mailing address for meeting notices.

No. of Lots or Acres proposed for Development 1

Todd West
Signature of Applicant

RECEIVED

SEP 17 2012

NORTH CANTON
ENGINEERING DEPT.

CITY OF NORTH CANTON, OHIO

APPLICATION FOR ZONING AMENDMENT

Note: Please type or print and file with the
Department of Permits & Inspection

No. PC 232-12ZMA

Applicant Todd A. West Phone No. 330-323-0319

Address 1859 Applegrove St NE, Canton, OH Zip Code 44721

Owner of Premises West2006Ltd. Phone No. 330-323-0319

Address PO Box 2811, N. Canton, OH Zip Code 44720

Lessee of Premises N/A Phone No. _____

Address _____ Zip Code _____

TO THE PLANNING COMMISSION AND THE COUNCIL:

I hereby make application and request the Planning Commission to consider and petition Council to amend the Zoning Ordinance as hereinafter requested.

Date: Sept 14, 2012.

Premises affected is/are situated on the South side of West Maple Street
(street)
and known as house number 234 & 236 and Lot No. 9200578.

The lot/lots has/have a frontage of 54.84 ft and a depth of 75.01 feet.

The premises is presently in the GB-A district and I/we are requesting that the
premises be rezoned to R-2F district.

Request for Zoning Amendment

Summary:

Currently 234/236 West Maple Street property is a GB-A two unit: 1st Floor Office, 2nd Floor Residential building. We are requesting the property zoning be amended to R-2F to allow both units to be family occupied.

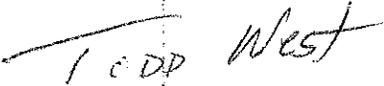
Reason:

Limited parking space for office staff and customers has had a detrimental impact on the ability to lease the 1st floor office space. This, combined with a surplus of vacant office space in the area, has made it next to impossible to attract and maintain a suitable business tenant.

This property was built in 1956 as a two unit building and lends itself well for dwelling in both units and has plenty of enclosed & outside parking for two dwelling units. 3 or more multi-family units are permitted in it's current GB-A zoning but two family units are reserved for R-2F. Abutting properties directly to the west are zoned R-2F and a family church is directly to the north.

We have invested a significant amount of money upgrading the looks, safety and livability of this property. Amending the zoning of this property to R-2F will enable the filling of a long term vacancy and allow us to keep & maintain this property in the heart of North Canton next to other R-2F buildings.

Sincerely,



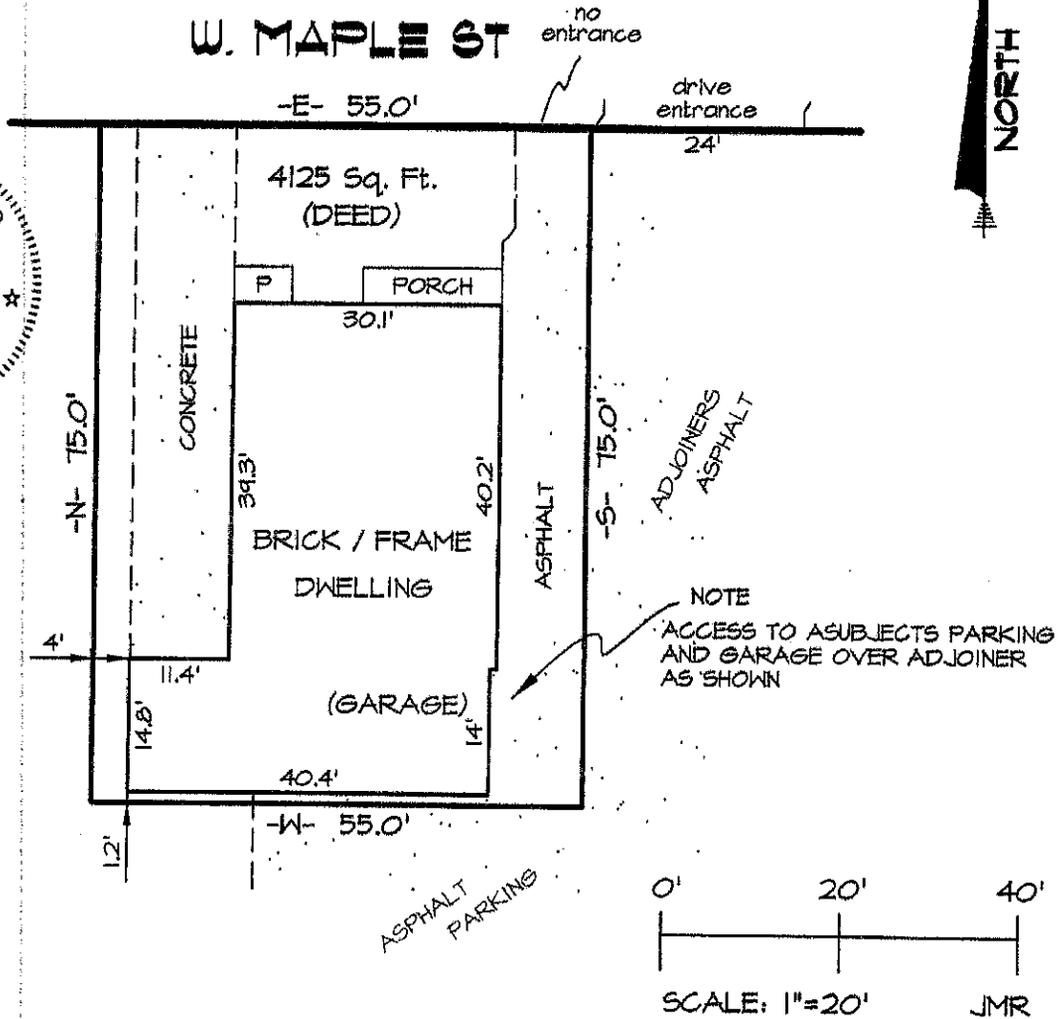
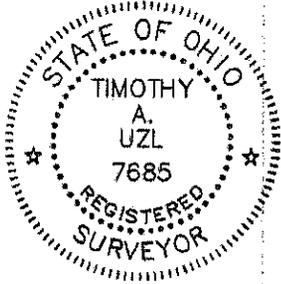
Todd A. West
September 14, 2012



CAMPBELL &
ASSOCIATES, INC.
Surveying • Engineering

(330) 492-8945
Fax: (330) 492-8965
3721 Whipple Avenue NW
Suite D
Canton, OH 44718
http://www.campbellsurvey.com

MORTGAGE LOCATION SURVEY



Address 234 W Maple Street

tm 100

State of Ohio, County of Stark

Plat Book:

City of North Canton

Client Order No. 06.8.7

C & A Order No.
CA137515

New Owner West 2006, Ltd., An Ohio LLC

Date September 5, 2006

Present Owner Gregory and Traci Ceconi

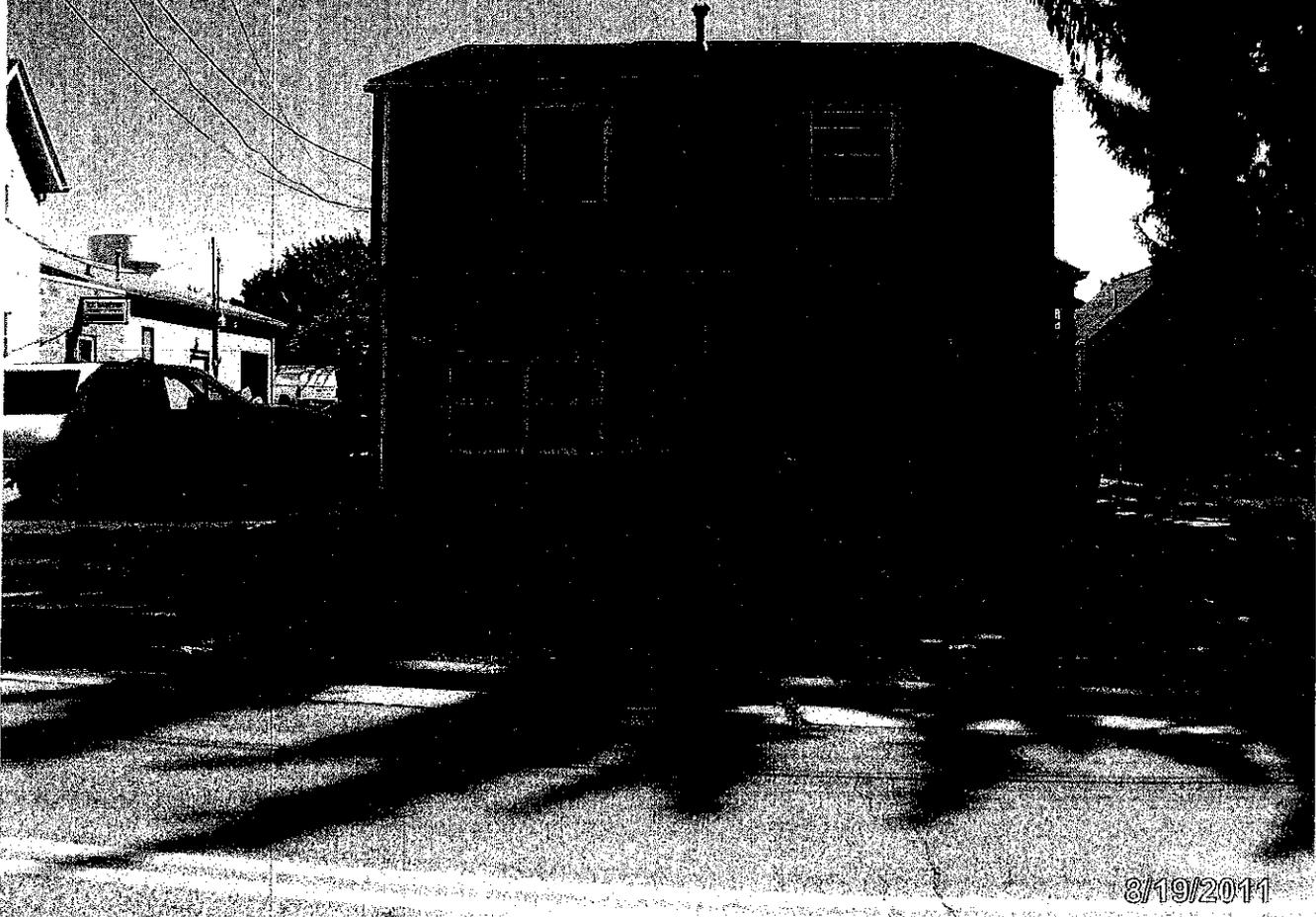
This is to certify to Ohio Bar Title Insurance Company

that a visual inspection of the property and buildings shown (if any) has been made and there are no apparent encroachments or visible easements unless otherwise shown. This service was not performed for the purpose of establishing boundary lines, and is not to be used for that purpose.

This Mortgage Location Survey has been prepared in accordance with Chapter 4733-38, Ohio Administrative code, and is not a boundary survey pursuant to Chapter 4733-37, Ohio Administrative Code

Timothy A. Uzl - Reg. Surveyor No. 7685

Stark County GIS





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

Resolution Request

To: Jon Snyder, Council President
Date: October 9, 2012
Subject: Resolution Request -- Participation 2013 OVI Task Force

I am requesting a Resolution by City Council authorizing the Police Department to enter into a Memorandum of Understanding (MOU) with the University of Akron Research Foundation Akron, Ohio to participate in the **2013** OVI (operating a vehicle while intoxicated) Countywide Task Force.

EMERGENCY REQUESTED X YES NO

Respectfully,

Michael J. Grimes

c: Director of Law
Chief of Police

RECEIVED

OCT 10 2012

**COUNCIL OFFICE
NORTH CANTON, OHIO**

RECORD OF ORDINANCES

Duylon Legal Blank, Inc.

Form No. 30043

Resolution No.

~~Ordinance~~ 35-12

Passed April 9, 2012

4/3/12-gmk
(Personnel & Safety)

Resolution No. 35-12

A resolution authorizing the Mayor of the City of North Canton to enter into a Contract and Memorandum of Understanding ("MOU") by and between the City of North Canton ("Sub-grantee") and the University of Akron Research Foundation ("Lead Agency") to join and be a participating member of the Stark County OVI (Operating of a Vehicle while Intoxicated) Task Force and declaring the same to be an emergency.

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

Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a Contract and MOU by and between the Sub-grantee and the Lead Agency to join and be a participating member of the Stark County OVI (Operating of a Vehicle while Intoxicated) Task Force.

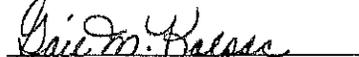
Section 2. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely implementation of the OVI Contract and MOU and to ensure the continued efficient operation of the Police Department; wherefore, this ordinance shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH
Passed: 4/9/12


MAYOR

SIGNED: 4/09, 2012

ATTEST:


CLERK OF COUNCIL

Previous
ORD
Example

Inter – Office Memo: From the desk of Chief Stephan B. Wilder

RECEIVED

OCT 08 2012

Date: October 8, 2012

ADMINISTRATION
NORTH CANTON, OHIO

To: Michael Grimes, City Administrator ✓
Tim Fox, Law Director

Re: Contract / Memorandum of Understanding to participate in the 2013 OVI Countywide Task Force

I am sending your offices for review and approval of the 2013 Contract and Memorandum of Understanding (MOU) for the OVI Countywide Task Force. During the 2012 task force program, the North Canton Police Department contributed successfully to the overall mission of the countywide task force of deterring, detection, and arrest of impaired drivers. Not to mention the increased hours of corridor and saturation patrol our officers performed within the city limits. These hours were reimbursed through our involvement, support, and leadership within the program. Please call me if you have any questions.

Thank you,

Stephan B. Wilder

Chief Stephan B. Wilder

**OVI COUNTYWIDE TASK FORCE
CONTRACT**

RECEIVED

OCT 08 2012

ADMINISTRATION
NORTH CANTON, OHIO

THIS AGREEMENT, entered into as of this ____ day of May, by and between the University of Akron Research Foundation, doing business as the Center for Transportation Safety & Innovation, Akron, Ohio (hereinafter referred to as the "Lead Agency") and _____ (hereinafter referred to as the "sub-grantee"), WITNESSETH:

WHEREAS, the Lead Agency has received a Stark County OVI Task Force grant from the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) and is desirous of engaging the sub-grantee to set OVI Task Force checkpoints in completion of the aforementioned grant.

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

I. SERVICE RENDERED BY SUBGRANTEE

Targeted enforcement will be conducted in support of the Stark County OVI Task Force goals, as well as the use of low manpower OVI checkpoints to conduct low-cost highly effective OVI checkpoints throughout Stark County, and zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities. Sub-grantee will be responsible for setting OVI checkpoints at locations chosen by the Task Force based on analysis of data regarding alcohol related incidents, accidents and fatalities. The Task Force's goals are to decrease the incidence of OVI violations, reduce the number of traffic-related fatal crashes, reduce the number of alcohol-related fatal crashes, and increase seat belt usage. In addition the sub-grantee shall comply with the following:

- a. Law Enforcement Reports: The sub-grantee will report hours spent setting checkpoints for the OVI Task Force to the Lead Agency on a monthly basis. Monthly reporting must be submitted by the 5th calendar day of the following month to the Lead Agency and reports should be submitted regardless of whether the sub-grantee conducted any grant-related activity in the preceding month.
- b. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time permanent staff are eligible for funding.
- c. Safety Belt Policy: Sub-grantee must have a policy statement requiring employees to wear safety belts.
- d. Policy to Ban Text Messaging While Driving: Sub-grantee is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while

driving government-owned vehicles or working on task force projects. Sub-grantee is also encouraged to conduct workplace safety initiatives, such as establishing new rules and education programs on the safety risks associated with text messaging while driving, that are commensurate with the size of the organization.

- e. Required Activity: All agencies utilizing National Highway Traffic Safety Administration (NHTSA) funding for overtime enforcement are required to participate in and report by the required deadlines on:
 - i. "Click It or Ticket (CIOT)" mobilization scheduled for May 21 through June 3, 2012
 - ii. National alcohol crackdown scheduled for August 17 through September 13, 2012

II. COMPENSATION AND PAYMENT

Compensation shall be on the basis of direct costs based on actual activity completed, not to exceed \$_____. This amount may be revised in writing by the contracting parties.

To be eligible for reimbursement for the OVI Task Force activities provided pursuant to the terms of this agreement, the sub-grantee will complete and submit a progress report by the 5th calendar day of the following month to the Lead Agency. The sub-grantee shall complete and submit a GR-12 detailing name and job title of the employee working the overtime activity, date and hours worked, overtime rate earned and check/warrant/voucher number of overtime payment. Reimbursement will only be made for actual costs and pre-approved fringe rate incurred in support of the OVI Task Force activities. The Lead Agency is not responsible for reimbursing costs that are not submitted to the Lead Agency within 60 days of when they are incurred by the Participating Agency.

III. DELIVERY OF SERVICES

The sub-grantee will complete all work no later than September 30, 2012.

IV. SUBCONTRACTORS

The sub-grantee shall not subcontract, in whole or in part, with any other firm, partnership, corporation, or entity to perform the services to be done on the OVI Task Force without prior approval from the Lead Agency.

The sub-grantee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the sub-grantee to solicit or secure this agreement and has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, gift, or contingent fee in violation hereof.

V. MAINTENANCE OF RECORDS

Sub-grantee shall maintain all records pertaining to this agreement for a minimum of three years, pursuant to the requirements of the OTSO/Ohio Department of Public Safety. This agreement provides the right of any authorized representative of the federal or state government to audit and inspect any and/or all project-related records at all reasonable normal working hours during the contract period and for a period of three years after the completion of this contract.

The sub-grantee shall maintain worker's compensation and proof of liability insurance for its employees and autos operated by them for and during their employment. Certification of Insurance will be provided to the Lead Agency before the start of this agreement, if requested.

VI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTION

The sub-grantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the sub-grantee is unable to certify to any of the statements in this certification, the sub-grantee shall attach an explanation to this agreement.

VII. ASSURANCE REGARDING PARENT CONTRACT

The provisions of the agreement include all of the conditions and assurances of the parent agreement FFY 2012 GRANT # OVITF-2012-77-00-00-00897-00, dated February 15, 2012 between the Ohio Department of Public Safety and the Lead Agency and the additional sub-grantee provisions both of which are attached hereto as an appendix.

VIII. SANCTIONS FOR NON-COMPLIANCE

Should sub-grantee fail to fulfill any of its contractual duties in a timely manner, the Lead Agency shall notify sub-grantee in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. Sub-grantee shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

"The opinion, findings, and conclusions expressed in this publication are those of the author and not necessarily those of the State of Ohio, the National Highway Traffic Safety Administration, the Federal Highway Administration, or the Lead Agency."

IX. SIGNATURES

Signature

Wayne Watkins, Vice President
University of Akron Research Foundation

Signature

Print name and title:

Name of Agency

Date

Date

Approved by:

Signature

Wil Hemker, Senior Fellow
University of Akron Research Foundation

Date

MEMORANDUM OF UNDERSTANDING
Between
The University of Akron Research Foundation
And
North Canton Police Department

RECEIVED

OCT 08 2012

ADMINISTRATION
NORTH CANTON, OHIO

I. INTRODUCTION

The Memorandum of Understanding (MOU) between The University of Akron Research Foundation (further know as the Lead Agency) and the North Canton Police Department (further known as the Participating Agency) sets forth the agreement of the parties with respect establishes the partnership, roles and responsibilities of the Parties.

II. PURPOSE

The University of Akron Research Foundation has received Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing OVI related crashes utilize where feasible the low manpower OVI checkpoint model to conduct low-cost, highly effective OVI checkpoints throughout Stark County, zero tolerance enforcement of safety belt and child safety seat laws during enforcement efforts in targeted communities.

III. RESPONSIBILITIES OF THE PARTIES

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The participating agency will report grant related enforcement activity on a monthly basis. Justification for sites selected for enforcement activity should be documented and maintained as a part of the sub-grantee's file for this agreement.
- b. Training Certification: The participating agency will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following type(s) of training as appropriate:
 - i. OVI Checkpoints/Alcohol-related Traffic Enforcement – Sobriety Checkpoint Training/SFST Training and Sobriety Checkpoint Training: training in standard procedures and operations associated with staffing and staging OVI checkpoints and OVI patrols.

- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time/permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d. Safety Belt Policy: The participating agency must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing NHTSA funding for overtime enforcement are required to participate in and report by the required deadlines on the "Over the Limit, Under Arrest" mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 16, 2013 through September 2, 2013.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations and requirements of the ODPS/OTSO Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

IV. PERIOD OF AGREEMENT

This MOU will become effective when signed by all parties. The MOU will terminate on September 30, 2013. Either party may terminate this MOU by providing a 30 day written notice to the other party. In the event this MOU is terminated, the participating agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

RECEIVED

OCT 08 2012

ADMINISTRATION
NORTH CANTON, OHIO

RECEIVED

OCT 08 2011

Revised 10/12/2011

ADMINISTRATIVE
NORTH CANTON

V. SANCTIONS FOR NON-COMPLIANCE

Should the Participating Agency fail to fulfill any of its MOU duties in a timely manner, the Lead Agency shall notify the Participating Agency in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. The Participating Agency shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VI. SIGNATURES

Signature

Wil Hemker, Senior Fellow
The University of Akron Research
Foundation

Date

Signature

[Agency Designee]

North Canton Police Department

Date



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OCT 08 2012

ADMINISTRATION
NORTH CANTON, OHIO

**Office of Criminal Justice Services – Traffic Safety
Provisions for Sub-Grantee**

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Office of Criminal Justice Services – Traffic Safety (OCJS-TS) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

Note: For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee written authorization for the sub-grantee and any other

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person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

ADMINISTRATION
NORTH CANTON, OHIO

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Liability Disclaimer

The parties agree that the ODPS, OCJS-TS, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 11 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Office of Criminal Justice Services – Traffic Safety

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ADMINISTRATION
NORTH CANTON, OHIO

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Office of Criminal Justice Services – Traffic Safety."

A resolution authorizing the Mayor of the City of North Canton to enter into a Contract and Memorandum of Understanding ("MOU") by and between the City of North Canton ("Sub-grantee") and the University of Akron Research Foundation ("Lead Agency") to join and be a participating member of the 2013 Stark County OVI (Operating of a Vehicle while Intoxicated) Task Force and declaring the same to be an emergency.

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

Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a Contract and MOU by and between the Sub-grantee and the Lead Agency to join and be a participating member of the 2013 Stark County OVI (Operating of a Vehicle while Intoxicated) Task Force.

Section 2. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely implementation of the OVI Contract and MOU and to ensure the continued efficient operation of the Police Department; wherefore, this ordinance shall take effect and be in force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2012

ATTEST:

CLERK OF COUNCIL

RECORD OF ORDINANCES

C/W: 10/15/12
Item 3a

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

9/5/12-tlf
(Ordinance, Rules & Claims)

Ordinance No. 91-12

An ordinance defining Graffiti ("Graffiti"), establishing the offense and penalties for the application of Graffiti, providing for the abatement of Graffiti, and establishing a civil penalty for a property owner's failure to remove Graffiti from his/her/its property in a timely manner.

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

Section 1. DEFINITION:

Graffiti: Means any unauthorized inscription, design, word, figure or mark of any type, drawn, marked, painted, etched, scratched or written upon any property located within the City, which is visible from a public right-of-way or other public or quasi-public location located within the City.

Section 2. PROHIBITED ACTS:

It shall be unlawful for any person to apply Graffiti to any real or personal property located within the City without the prior consent of the property owner, the property owner's agent, occupant, lessee, or tenant, or any other person in rightful control and possession of the property.

Section 3. GRAFFITI AS A NUISANCE:

(a) Graffiti in violation of this ordinance is detrimental to the health, safety, and welfare of the City and is therefore expressly declared to be a public nuisance subject to the removal and/or abatement provisions specified in this ordinance.

(b) It is the duty of an Owner of real property in the City ("Owner") to, at all times, keep his/her/its real property, and all personal property located on his/her/its real property, free from Graffiti, and otherwise comply with the requirements of this ordinance.

Section 4. GRAFFITI REMOVAL:

(a) Removal by the Perpetrator. Any person who is found guilty of or pleads guilty to applying Graffiti on property located within the City ("Perpetrator") has the duty to remove the Graffiti within twenty-four (24) hours after receiving notice from the Director of Administration or his/her designee ("Director of Administration"). The notice shall be served on the Perpetrator by regular mail, and removal of the Graffiti shall be accomplished in the manner prescribed in the notice. The provisions of this section shall be in addition to the provisions of any other law concerning offenses against property rights and shall in no way limit such other provisions.

(b) Owner Responsibility. If the Director of Administration is, through no fault of his/her own, unable to identify the Perpetrator at the time that he/she becomes aware of the existence of Graffiti within the City in violation of any provision(s) of this ordinance, or if the Perpetrator fails to remove the Graffiti according to the subsection 4(a) above, the Graffiti shall be removed pursuant to the following provisions:

1. Notice to Remove Graffiti.

a. The Director of Administration shall serve a written Notice to Remove Graffiti ("Notice") on the Owner and any rightful occupant(s) of the real property upon which the Graffiti is located. The Notice shall be served by personal service, unless the Owner resides outside of the City, or, through no fault of

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, 20____

his/her own, the Director of Administration is unable to accomplish personal service. Where personal service is not required by this subsection, the Director of Administration shall accomplish service by posting the Notice in a conspicuous place on the real property upon which the Graffiti is located, by mailing the Notice by regular mail to the address of said real property, and/or by mailing the Notice by regular mail to the address to which the Stark County Auditor mails the tax bill for the affected property.

b. The Notice shall state that the Director of Administration has determined that Graffiti exists in violation of this ordinance and describe the Graffiti that shall be removed. The Notice shall inform the Owner of the date, time, and location of a hearing during which the City of North Canton Mayor's Court ("Mayor's Court") shall review the validity of the Notice. The Notice shall also inform the Owner that he/she/it has ten (10) business days from the date of service to either remove the Graffiti, notify the Director of Administration, in writing, that he/she/it consents to allowing the City to enter his/her/its real property and remove the Graffiti and shall reimburse the City for all expenses associated with the removal, or notify the Director of Administration, in writing, that he/she/it wishes to contest the Notice at the abovementioned Mayor's Court hearing.

i. If the Owner chooses to allow the City to enter his/her/its real property and remove the Graffiti, the Owner shall first sign a release, provided by the Director of Administration, thereby releasing the City from liability for damage to property or personal injury in connection with the removal.

ii. If the Owner chooses to inform the Director of Administration, in writing, that he/she/it wishes to contest the Notice at the abovementioned Mayor's Court hearing, then the Owner's notification to the Director of Administration shall include the Owner's name, address, and phone number, the name(s), address(es), and phone number(s) of any representative(s) who shall appear at the hearing on the Owner's behalf, and a brief statement of the reason(s) why the Owner wishes to contest the Notice. In addition, the Owner's notification to the Director of Administration shall be accompanied by a deposit of fifty dollars (\$50.00) to partially compensate the City for the costs associated with the hearing.

2. Order to Remove Graffiti.

a. If the Director of Administration determines that Graffiti exists that is hateful, defamatory, racially offensive, ethnically offensive, obscene, vulgar, sexually explicit, or otherwise so offensive in nature that it requires immediate action to protect the health, safety and welfare of the City, the Director of Administration shall issue an Order to Remove Graffiti ("Order"). The Order shall be effective immediately, and the Director of Administration shall serve the Order on the Owner and any rightful occupant(s) of the real property upon which the Graffiti is located by the fastest method of service available under the circumstances, as determined by the Director of Administration.

b. The Order shall state that the Director of Administration has determined that Graffiti exists in violation of this ordinance and is of such a nature that immediate action is necessary to protect the public health, safety, and welfare of the City. The

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 39043

Ordinance No. _____

Passed _____, 20____

c. Order shall describe the Graffiti that shall be removed, and it shall inform the Owner of the actions that he/she/it shall take and the amount of time that he/she/it has to act. The Order shall also inform the Owner of the date, time, and location of a hearing during which the Mayor's Court shall review the validity of the Order. In addition, the Order shall inform the Owner that he/she/it may notify the Director of Administration, in writing, that he/she/it wishes to contest the Order at the abovementioned Mayor's Court hearing.

i. If the Owner chooses to inform the Director of Administration, in writing, that he/she/it wishes to contest the Order at the abovementioned Mayor's Court hearing, then the Owner's notification to the Director of Administration shall include the Owner's name, address, and phone number, the name(s), address(es), and phone number(s) of any representative(s) who shall appear at the hearing on the Owner's behalf, and a brief statement of the reason(s) why the Owner wishes to contest the Order. In addition, the Owner's notification to the Director of Administration shall be accompanied by a deposit of fifty dollars (\$50.00) to partially compensate the City for the costs associated with the hearing.

ii. The Owner's decision to inform the Director of Administration, in writing, that he/she/it wishes to contest the Order at the abovementioned Mayor's Court hearing shall not serve to suspend the Owner's obligation to comply with that Order.

3. Mayor's Court Hearing to Review Validity of Notice or Order.

a. The Director of Administration shall schedule a hearing during which the Mayor's Court shall review the validity of a Notice on a date that the Mayor's Court is already scheduled to be in session.

b. The Director of Administration may schedule a hearing during which the Mayor's Court shall review the validity of an Order on a date that requires the Mayor's Court to hold a previously unscheduled session.

a. Hearing Procedure.

i. The Director of Administration shall be given an opportunity to be heard and to present evidence as to why the Notice or Order should be affirmed. The failure of the Director of Administration or his/her representative to appear at the hearing shall be grounds for a summary dismissal of the Notice or Order.

ii. The Owner or his/her/its representative(s) shall be given an opportunity to be heard and to present evidence as to why the Notice or Order should be modified or dismissed. The failure of the Owner or his/her/its representative(s) to appear at the hearing shall be grounds for a summary affirmation of the Notice or Order.

iii. Upon consideration of the evidence presented at the hearing, the Mayor's Court shall affirm, modify, or dismiss the Notice or Order. The Mayor's Court shall also have the power to grant the City the right to enter an Owner's property and remove Graffiti at the Owner's expense, as well as the power to enter any order that the Mayor's Court

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

deems necessary in the interest of the health, safety, and welfare of the City.

iv. If the Mayor's Court decides to dismiss the Notice or Order, the City shall refund the Owner his/her/its entire deposit and cover all court costs.

v. The Owner or his/her/its representative(s) shall be notified forthwith, in writing, of the Mayor's Court's decision.

vi. Any person aggrieved by the decision of Mayor's Court may seek relief therefrom pursuant to R.C. Chapter 1905.

Section 5. REMEDY OF THE CITY:

(a) After the City receives authorization from the Mayor's Court to enter an Owner's property and remove Graffiti at the Owner's expense, the Director of Administration shall direct all necessary labor to perform such services.

(b) No person shall refuse to allow access to any property for the purpose of removing Graffiti or to interfere with the removal of such Graffiti in accordance with this ordinance.

(c) The expense incurred by the City to remove Graffiti, including court costs, and any applicable fines shall be reported to the Director of Finance, who shall mail a statement and invoice thereof to the property Owner. If after thirty (30) days, the amount remains unpaid, pursuant to R.C. § 731.54, the Director of Finance shall certify the total amount of the expense, the name of the Owner, and a sufficient description of the premises to the Stark County Auditor, to be entered upon the tax duplicate, to be a lien on the land from the date of entry, to be collected as other taxes and assessments and returned to the City to be deposited into its general fund.

Section 6. NONLIABILITY OF THE CITY

No City officer, agent, or employee shall be personally liable for any damage or injury resulting from a determination, order, or action required or permitted in the discharge of duties under this ordinance. The City shall defend and indemnify the Director of Administration and any other employee or official specifically designated and authorized to make official determinations, orders, or actions against judgments or liabilities that may arise as a result of official action taken in the discharge of duties under this ordinance.

Section 7. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 8. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2012

ATTEST:

CLERK OF COUNCIL

g:\2012 legislation\91-12 rhb's graffiti.docx



CITY OF NORTH CANTON

Michael J. Grimes

Director of Administration

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

Legislation Request

✓ To: Jon Snyder, Council President
Date: October 1, 2012
Subject: 2013 Recycling Makes Sense Grant Agreement

Please place the above subject matter on the Committee of the Whole agenda at your earliest convenience.

This request is for the consideration of an ordinance authorizing the Director of Administration of the City of North Canton to apply for and enter into a 2013 Recycling Makes Sense Grant Agreement by and between the City of North Canton and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District for the purpose of accepting and utilizing the grant to provide funding for portions of the recycling program, and declaring same to be an emergency.

EMERGENCY REQUESTED X YES NO

Respectfully submitted,

Michael J. Grimes

RECEIVED
OCT 01 2012
COUNCIL OFFICE
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to apply for and to enter into a 2013 Recycling Makes Sense Grant Agreement by and between the City of North Canton and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District for the purpose of accepting and utilizing the grant to provide funding for portions of the recycling program, 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 apply for a grant from the Stark-Tuscarawas-Wayne Joint Solid Waste Management District.
- Section 2. That the Director of Administration of the City of North Canton, be, and is hereby authorized to enter into a 2013 Recycling Makes Sense Grant Agreement by and between the City of North Canton and the Stark-Tuscarawas-Wayne Joint Solid Waste Management District for the purpose of accepting and utilizing the grant to provide funding for portions of the recycling program.
- 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 application and acceptance of the grant; wherefore, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Director of Administration.

North Canton, OH
Passed:

MAYOR
DIRECTOR OF ADMINISTRATION

SIGNED: _____, 2012

ATTEST

CLERK OF COUNCIL

*Pursuant to Section 3.01 of the North Canton Charter



145 North Main St. · North Canton, OH 44720
Phone: 330-499-3466 Fax: 330-499-2960
karen@northcantonohio.com

CITY OF NORTH CANTON
Karen Alger
Director of Finance

October 8, 2012

TO: Jon Snyder, Council President

RE: Resolution Accepting and Certifying Property Tax Rates

Please place on the agenda for the next Council of the Whole meeting, the passage of the attached resolution accepting and certifying the amounts and rates as determined by the Stark County Budget Commission as well as authorizing the necessary tax levies. This resolution may need to be amended to include an emergency clause in order for it to be filed with the County Auditor by the State imposed deadline of October 30, 2012. Please note that this information was received in my office October 3rd.

Respectfully submitted,

A handwritten signature in cursive script that reads "Karen Alger".

Karen Alger
Director of Finance

Attachment

ALAN HAROLD
STARK COUNTY AUDITOR

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR

Revised Code, Secs. 5705.34-5705.35

The (Council of the) NORTH CANTON CITY,

Of Stark County, Ohio, met in _____ Session on the ____ day of
_____ at the office of _____ with the following members present:

Mr./Ms. _____ moved the adoption of the following Resolution:

WHEREAS, This council in accordance with the provisions of law has previously adopted
a Tax Budget for the next succeeding fiscal year commencing January 1st, 2013: and

WHEREAS, The Budget Commission of Stark County, Ohio, has certified its action thereon to this council
together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this (Council/Board),
and what part thereof is without, and what part within the ten mill limitation; there be it

RESOLVED, by the (Council) of _____ City/Village, Stark County, Ohio that the
amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted:
and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said (Village/City) the rate of each
tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED
BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

<u>FUND</u>	Amount to be derived from Levies outside 10 mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside	Outside
General Fund		27,273	2.40 (NCCSD)	
		675,078	2.40 (NCCSD)	
		0	1.90 (JLSD)	
		7,245	2.00 (JLSD)	
		1,735	1.90 (PLSD)	
		119,318	2.00 (PLSD)	
Street Improvement Fund	356,841			1.00
Fire Fund	94,007			0.50
Ambulance Fund	703,520			1.00
Storm Sewer	356,841			1.00
Total	1,511,209	830,649	12.60	3.50

CERTIFICATE TO COPY
ORIGINAL ON FILE

The State of Ohio, Stark County, Ss.

I, _____ Clerk City/Village of _____

Within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the Original

_____ now on file, that the foregoing has been compared by me with said original document, and that the same is true and correct copy thereof.

Witness my signature, this _____ day of _____, _____.

_____ Clerk

No. _____

City/Village _____, Stark County Ohio.

Resolution

Accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

Adopted _____, _____

_____ Clerk

Filed _____, _____

_____ County Auditor

By _____ Deputy Auditor

	Beginning Year Balance	MTD Receipts	YTD Receipts	MTD Exp'd/Exp	YTD Exp'd/Exp	Unexpended Balance
101 GENERAL FUND	2,521,121.28	1,539,362.91	5,733,031.61	1,104,049.10	6,427,876.96	1,826,275.93
TOTAL GENERAL FUND	2,521,121.28	1,539,362.91	5,733,031.61	1,104,049.10	6,427,876.96	1,826,275.93
SPECIAL REVENUE FUNDS:						
203 INCOME TAX FUND	822,480.49	429,997.61	4,698,335.60	1,408,001.58	4,406,380.24	1,114,435.85
204 FIRE OPERATING FUND	34,947.61	106,101.89	503,702.34	35,978.02	481,184.36	57,465.59
205 EMS OPERATING FUND	<2,713.38>	177,729.27	1,477,602.89	115,204.25	1,246,106.33	228,783.18
206 COMPUTER TRUST FUND	16,003.44	277.00	2,902.00	227.86	5,049.40	13,856.04
207 ENFORCEMENT AND EDUCATION FUND	11,023.71	28.00	1,069.38	0.00	716.46	11,376.63
208 STREET CONST M & R FUND	340,001.18	124,490.97	747,757.35	201,669.50	718,682.54	369,075.99
209 STORM SEWER IMPROVE LEVY FUND	466,097.38	158,992.26	354,669.01	24,346.65	233,139.59	587,626.80
210 STREET IMPROVE LEVY FUND	527,417.22	156,520.27	349,181.63	2,853.82	174,921.20	701,677.65
211 MUNICIPAL ROAD FUND	7,252.46	0.00	110,000.00	0.00	115,472.23	1,780.23
212 GENERAL TRUST FUND	16,198.58	53,143.84	54,003.84	0.00	3,460.73	66,741.69
213 LAW ENFORCEMENT TRUST FUND	26,172.09	0.00	9,423.88	0.00	6,455.40	29,140.57
214 COMPENSATED ABSENCES FUND	417,332.13	0.00	228,000.00	32,172.15	32,172.15	613,159.98
215 CONTINUING PROF EDUCATION FUND	540.00	0.00	0.00	0.00	0.00	540.00
216 COMMUNITY DISASTER RELIEF	0.00	0.00	1,135.00	0.00	0.00	1,135.00
TOTAL SPECIAL REVENUE	2,682,752.91	1,207,281.11	8,537,782.92	1,820,453.83	7,423,740.63	3,796,795.20
CAPITAL PROJECT FUNDS:						
330 CAPITAL IMPROVEMENT FUND	3,116,368.09	726,974.77	2,384,694.03	248,794.99	1,653,103.27	3,847,958.85
331 PARK DEVELOPMENT FUND	144.43	0.00	0.00	0.00	91.40	53.03
332 ISSUE 2 IMPROVEMENT FUND	164,020.98	0.00	150,192.07	0.00	150,192.07	164,020.98
333 HOOVER DISTRICT IMP. FUND	<40,102.33>	0.00	175,931.49	0.00	23,325.67	112,503.49
TOTAL CAPITAL PROJECT FUNDS	3,240,431.17	726,974.77	2,710,817.59	248,794.99	1,826,712.41	4,124,536.35
ENTERPRISE FUNDS:						
650 WATER REVENUE FUND	2,624,232.22	553,810.27	4,587,532.95	615,720.49	4,556,712.91	2,655,052.26
651 WATER EXP, REPLACE & IMP FUND	1,206,679.49	381,250.00	1,143,750.00	28,011.80	1,377,280.39	973,149.10
652 SEWER REVENUE FUND	1,730,111.25	227,499.86	2,091,399.19	286,187.51	1,885,366.15	1,936,144.29
654 GARBAGE SERVICE FUND	273,915.13	72,876.04	690,090.89	75,742.12	696,364.40	267,641.62
TOTAL ENTERPRISE FUNDS	5,834,938.09	1,235,436.17	8,512,773.03	1,005,661.92	8,515,723.85	5,831,987.27
INTERNAL SERVICE FUND:						
761 INSURANCE FUND	702,976.95	104,437.67	1,004,230.92	110,069.48	879,795.63	827,412.24
TOTAL INTERNAL SERVICE FUNDS	702,976.95	104,437.67	1,004,230.92	110,069.48	879,795.63	827,412.24
TRUST & AGENCY FUNDS						
870 NORTH CANTON CIC ESCROW FUND	657,000.00	0.00	0.00	100,000.00	100,000.00	557,000.00
871 PERMIT FEE FUND	45.65	120.20	2,515.01	0.00	1,564.21	996.45
873 REQUIRED DEPOSITS FUND	49,869.16	<330.98>	5,217.64	324.23	1,820.66	53,266.14
TOTAL TRUST & AGENCY FUNDS	706,914.81	<210.78>	7,732.65	100,324.23	103,384.87	611,262.59
TOTAL ALL FUNDS	15,689,135.21	4,813,281.85	26,506,368.72	4,389,353.55	25,177,234.35	17,018,269.58

CITY OF NORTH CANTON
 FUND BALANCE RECONCILIATION

September 30, 2012

Consolidated Fund Balance \$17,018,269.58

Less Treasury Investments Held at Cost:

	INTEREST	PRINCIPAL	
Federal Gov't Securities (UBS)	\$142.19	\$10,026.34	
StarPlus	130.67	596,966.94	
Chase Money Market	160.58	3,002,803.69	
Huntington Bank (CDARS)	0.00	1,000,000.00	
Huntington Bank (CDARS)	997.67	1,000,000.00	
Huntington Bank (CDARS)	0.00	500,000.00	
North Canton CIC Escrow	0.00	557,000.00	
First Merit Money Market	542.21	4,562,589.77	
Sweep Account	241.02	0.00	
	\$2,214.34	\$11,229,386.74	
 Total Treasury Investments			 11,229,386.74
Checking Account Balance			\$5,788,882.84
 Bank Balance: Checking Account: SWEEP		\$2,903,440.54 3,195,000.00	6,098,440.54
 Minus: Outstanding Checks:		(\$256,788.81)	
 Misc Adjustments			(256,788.81)
UTILITY PAYMENT IN TRANSIT			
AR BOX IN TRANSIT	(\$185.14)		
AR BOX STOP PYMNT IN TRANSIT	(\$75.65)		
BANK CARDS IN TRANSIT	(215.87)		
EMS ON LINE IN TRANS	(2,405.76)		
AULTCARE IN TRANSIT	(5,951.52)		
CURRENT MONTH OPERS IN TRANSI	(44,409.64)		
RECONCILING ITEM-MISC.	47.60		
NSF CHECK BALANCE	427.09		
		(\$52,768.89)	(52,768.89)
 Adjusted Bank Balance			 \$5,788,882.84

Respectfully submitted,



Karen S. Alger
 Director of Finance

RECEIVED

OCT 02 2012

COUNCIL OFFICE
 NORTH CANTON, OHIO

CITY OF NORTH CANTON
INVESTMENT REGISTER
FOR THE CALENDAR YEAR 2012

PURCHASE DATE	FINANCIAL INSTITUTION	SECURITY/ACCOUNT NUMBER	INTEREST RATE	PAR AMT/ CARRYING VALUE	BEGINNING VALUE	Analysis Settle Charge Domestic Wire	PURCHASE (REDEEMED)	INTEREST	REVENUE NUMBER	DAYS HELD	ENDING BALANCE
4/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ 150.31	111100	60	\$ 10,026.34
4/1/2012	Star Ohio	12794	Various	\$ 596,643.00	\$ 596,643.00		\$ 34.00	\$ 34.00	111116	30	\$ 596,677.00
4/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,155.38	\$ 3,001,780.22		\$ 187.58	187.58	111116	30	\$ 3,001,967.80
3/29/2012	Huntington (CDARS)	CDARS	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
3/29/2012	Huntington (CDARS)	CDARS	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		183	\$ 1,000,000.00
4/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	\$ -		30	\$ 657,000.00
4/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,283.29	\$ 4,559,283.29		\$ 541.88	\$ 541.88	111116	30	\$ 4,559,825.17
4/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 160.01	111104	30	\$ -
4/30/2012	Balance			\$ 10,843,852.83	\$ 10,824,732.85		\$ 763.46	1073.78			\$ 10,825,496.31
5/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ -		60	\$ 10,026.34
5/1/2012	Star Ohio	12794	Various	\$ 596,677.00	\$ 596,677.00		\$ 38.71	\$ 38.71	111195	30	\$ 596,715.71
5/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,342.96	\$ 3,001,967.80		\$ 177.74	177.74	111195	30	\$ 3,002,145.54
3/29/2012	Huntington (CDARS)	1030182379	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
3/29/2012	Huntington (CDARS)	1030182379	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		183	\$ 1,000,000.00
5/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	\$ -		30	\$ 657,000.00
5/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,825.17	\$ 4,559,825.17		\$ 560.01	\$ 560.01	111195	30	\$ 4,560,385.18
5/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 220.10	111194	30	\$ -
5/31/2012	Balance			\$ 10,844,616.29	\$ 10,825,496.31		\$ 776.46	\$ 996.56			\$ 10,826,272.77
6/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ -		60	\$ 10,026.34
6/1/2012	Star Ohio	12794	Various	\$ 596,715.71	\$ 596,715.71		\$ 35.37	\$ 35.37	111320	30	\$ 596,751.08
6/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,520.70	\$ 3,002,145.54		\$ 166.29	\$ 166.29	111320	30	\$ 3,002,311.83
3/29/2012	Huntington (CDARS)	1013641826	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
3/29/2012	Huntington (CDARS)	1013642733	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		183	\$ 1,000,000.00
6/21/2012	Huntington (CDARS)	1030182379	0.20	\$ 500,000.00	\$ 500,000.00		\$ -	\$ -		183	\$ 500,000.00
6/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	\$ -		30	\$ 657,000.00
6/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,559,825.17	\$ 4,560,385.18		\$ 542.01	\$ 542.01	111320	30	\$ 4,560,927.19
6/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 239.89	111319	30	\$ -
6/30/2012	Balance			\$ 11,344,832.74	\$ 11,326,272.77		\$ 743.67	\$ 983.56			\$ 11,327,016.44
7/1/2012	Paine Webber, Inc.	CLM91531	7.00	\$ 28,771.16	\$ 10,026.34			\$ 146.98	111328	60	\$ 10,026.34
7/1/2012	Star Ohio	12794	Various	\$ 596,751.08	\$ 596,751.08		\$ 41.25	\$ 41.25	111442	30	\$ 596,792.33
7/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,686.99	\$ 3,002,311.83		\$ 183.50	\$ 183.50	111442	30	\$ 3,002,495.33
3/29/2012	Huntington (CDARS)	1013641826	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
3/29/2012	Huntington (CDARS)	1013642733	0.20	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		183	\$ 1,000,000.00
6/21/2012	Huntington (CDARS)	1030182379	0.20	\$ 500,000.00	\$ 500,000.00		\$ -	\$ -		183	\$ 500,000.00
7/1/2012	N.Canton CIC Escrow Account	5922003646	Various	\$ 657,000.00	\$ 657,000.00		\$ -	\$ -		30	\$ 657,000.00
7/1/2012	First Merit Bank - Money Market	58490000040	0.10	\$ 4,560,367.18	\$ 4,560,927.19		\$ 560.15	\$ 560.15	111442	30	\$ 4,561,487.34
7/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 221.10	111441	30	\$ -
7/31/2012	Balance			\$ 11,345,576.41	\$ 11,327,016.44		\$ 784.90	\$ 1,152.98			\$ 11,327,801.34

END OF THE MONTH FOR THE CITY OF NORTH CANTON
 FOR THE MONTH ENDING AUGUST 31, 2012

C/W: 10/15/12
 Item 5c

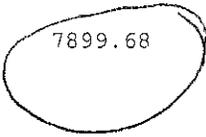
	Beginning Month Balance	Month-to-date Actual Receipts	Month-to-date Withdrawals	Month-to-date Adjustments	Month-to-date Balance
10% BOND	0.00	0.00	0.00	0.00	0.00
B BOND	0.00	0.00	0.00	0.00	0.00
BC BANK CHARGES	0.00	0.00	0.00	0.00	0.00
CC COURT COSTS	3,072.00	0.00	0.00	0.00	3,072.00
COMP COMPUTER ACCOUNT	277.00	0.00	0.00	0.00	277.00
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	0.68	0.00	0.00	0.00	0.68
OF ORDNCE FINE	2,061.00	0.00	0.00	0.00	2,061.00
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	30.00	0.00	0.00	0.00	30.00
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	518.00	0.00	0.00	0.00	518.00
GRAND TOTALS	\$ 6,213.68	\$ 0.00	\$ 0.00	\$ 0.00	\$ 6,213.68

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SEP 28 2012

**COUNCIL OFFICE
 NORTH CANTON, OHIO**

Bank.	Account	Description.....	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance
CS	CC	COURT COSTS	3072.00	0.00	0.00	0.00	30
CS	COMP	COMPUTER ACCOUNT	277.00	0.00	0.00	0.00	2
CS	IDSF	Indigent Defense Support Fund	1066.00	0.00	0.00	0.00	10
CS	INT	MONTHLY BANK INTEREST	0.68	0.00	0.00	0.68	
CS	MVCC	MOVING VIOLATION COURT COST	620.00	0.00	0.00	0.00	6
CS	OF	ORDNCE FINE	2061.00	0.00	0.00	0.00	20
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	
CS	RELFE	FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	2
CS	SBD	SEAT BELT DRIVER STATE FINE	30.00	0.00	0.00	0.00	
CS	VC	VICTIM CRIME	518.00	0.00	0.00	0.00	5
***			7899.68	0.00	0.00	0.68	79
***			7899.68	0.00	0.00	0.68	79



RECEIVED

FIRSTMERIT Bank

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

SEP 07 2012

ADMINISTRATION
NORTH CANTON, OHIO

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

Statement Period
Aug 1, 2012 to
Aug 31, 2012
Primary Account

Questions?
1-888-554-4362

0

101002 - 33

4

Summary of Accounts

Deposit Accounts

INTEREST CHECKING		10,426.44
Total Deposit Accounts		10,426.44

INTEREST CHECKING
20 3079 3107

MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of Aug 1, 2012	22,135.13
24 Deposits and Credits	9,329.00
6 Withdrawals and Debits	21,038.37
Interest Paid	0.68
Ending Balance as of Aug 31, 2012	10,426.44

Checks

Date	Number	Amount	Date	Number	Amount
Aug 6	1946	60.31	Aug 28	1949	7,067.87
Aug 10	1947	3,293.00	Aug 28	1950	3,077.00
Aug 6	1948	7,472.29			
Total Checks		20,970.47			
Total Number of Checks		5			

Indicates there is a gap between check numbers

Other Transactions

Date	Description	Withdrawals	Deposits
Aug 1	DEPOSIT		705.00
Aug 1	BANKCARD		140.00
Aug 2	BANKCARD		300.00
Aug 2	BANKCARD	67.90	
Aug 6	BANKCARD		310.00
Aug 7	DEPOSIT		1,530.00
Aug 7	BANKCARD		211.00
Aug 8	BANKCARD		100.00

Other Transactions (continued)				
Date	Description		Withdrawals	Deposits
Aug 8	BANKCARD	44002085011990B101		25.00
Aug 9	BANKCARD	44002085011990B101		20.00
Aug 10	BANKCARD	44002085011990B101		10.00
Aug 13	BANKCARD	44002085011990B101		280.00
Aug 14	BANKCARD	44002085011990B101		270.00
Aug 15	DEPOSIT			1,910.00
Aug 15	BANKCARD	44002085011990B101		130.00
Aug 16	BANKCARD	44002085011990B101		260.00
Aug 17	BANKCARD	44002085011990B101		260.00
Aug 21	BANKCARD	44002085011990B101		823.00
Aug 22	DEPOSIT			1,075.00
Aug 22	BANKCARD	44002085011990B101		130.00
Aug 24	BANKCARD	44002085011990B101		130.00
Aug 28	BANKCARD	44002085011990B101		270.00
Aug 29	BANKCARD	44002085011990B101		130.00
Aug 30	BANKCARD	44002085011990B101		260.00
Aug 31	BANKCARD	44002085011990B101		50.00
Aug 31	Interest Paid			.68

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
Jul 31	22,135.13	Aug 10	14,592.63	Aug 22	19,730.63
Aug 1	22,980.13	Aug 13	14,872.63	Aug 24	19,860.63
Aug 2	23,212.23	Aug 14	15,142.63	Aug 28	9,985.76
Aug 6	15,989.63	Aug 15	17,182.63	Aug 29	10,115.76
Aug 7	17,730.63	Aug 16	17,442.63	Aug 30	10,375.76
Aug 8	17,855.63	Aug 17	17,702.63	Aug 31	10,426.44
Aug 9	17,875.63	Aug 21	18,525.63		

Interest Detail			
Interest Paid Year-to-Date	5.73	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.68	Days in this Period	31
Interest Earned this Period	0.68		

NOTE

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

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

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

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

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

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

MAYOR/CITY OF NORTH CANTON

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

1954

DATE 9/25/2012

56-55/412
29220

OF Treasurer of State of Ohio \$ 2234.⁰⁰

two thousand two hundred thirty four & ⁰⁰/₁₀₀ DOLLARS  Security features are indicated. Details on back.

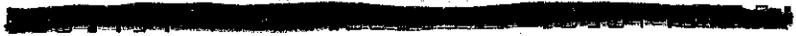
06/86

RSTMERIT North Canton Office

w.firstmerit.com

IDSF, SBF, VC, MVCC





MAYOR/CITY OF NORTH CANTON

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

1953

DATE 9/25/2012

56-55/412
29220

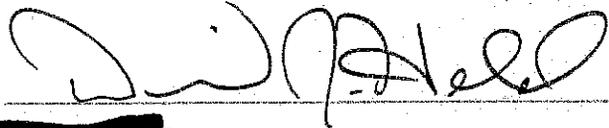
OF City of North Canton \$ 5410.⁶⁸

five thousand four hundred ten & ⁶⁸/₁₀₀ DOLLARS  Security features are indicated. Details on back.

06/86

RSTMERIT North Canton Office

w.firstmerit.com







JOSH MANDEL
STATE TREASURER OF OHIO

REPARATIONS ROTARY REPORTING FOR COURTS

TOS ACCOUNT NUMBER (Required): 7654
 COURT NAME: City of North Canton
 COURT ADDRESS: 145 N. Main Street, North Canton, Oh 44720
 NAME AND TITLE Jane Hausos, clerk PHONE NUMBER 330-499-822
 EMAIL ADDRESS jhausos@northcantono.ohio.gov Please check if there has been a change to the contact information
 REPORTING MONTH & YEAR: August & 2012

- 1) Victims of Crime (ORC 2743.70) \$ 518.00
- 2) Additional Costs/Fines (ORC 2949.091,4511.19,120.08, 2949.094) (A), 5502.67, 5502.68 (C)
 - a. Indigent Defense Support Fund (GRF) \$ 1066.00
 - b. Drug Law Enforcement/Justice Program Services \$ 620.00
- 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 4511.81) \$ _____
- 7) State Highway Safety Fund (ORC 4510.13) (A) (9) \$ _____
- 8) Legal Aid Society Fund – (ORC 1901.26, 1907.24, 2303.201 less 1% administrative costs)

a. Number of Small Claims Cases @ \$11 each:	#	_____
b. Number of Civil Cases @ \$26 each:	#	_____
c. Number of no fee cases:	#	_____
d. Number of cases moving from Small Claims to Civil @ \$15 each:	#	_____
LEGAL AID SOCIETY FUND TOTAL: \$ _____		

- 9a) Child Abuse Prevention Fees (ORC 3109.13-3109.18 less 3% admin costs) \$ _____
 - 9b) Family Violence Prevention Fees (ORC 3705.242 less 3% admin costs) \$ _____
 - Penalty (if applicable) \$ _____
 - Number of Dissolutions # _____ Number of Divorces # _____
 - Number of Birth Certificates # _____ Number of Death Certificates # _____
 - 10) Seat Belt Fines (ORC 4513.263) \$ 30.00
 - Number of Driver Tickets # 1 Number of Passenger Tickets # _____
 - 11) Ohio Putative Fathers Registry (OPFR) (ORC 3107.062) \$ _____
- TOTAL AMOUNT REMITTED \$ 2234.00**

NOTE: YOU MAY ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE www.tos.ohio.gov

END OF THE MONTH FOR THE CITY OF NORTH CANTON
 FOR THE MONTH ENDING SEPTEMBER 30, 2012

	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	6,031.00	0.00	0.00	6,031.00
COMP COMPUTER ACCOUNT	0.00	581.00	0.00	0.00	581.00
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	11.00	0.00	0.00	11.00
INT MONTHLY BANK INTEREST	0.00	0.00	0.00	0.00	0.00
OF ORDNCE FINE	0.00	3,605.00	0.00	0.00	3,605.00
PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
RELFEF FORFEITURE RELEASE FEE	255.00	30.00	0.00	0.00	285.00
SBD SEAT BELT DRIVER STATE FINE	0.00	120.00	0.00	0.00	120.00
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	1,044.00	0.00	0.00	1,044.00
GRAND TOTALS	\$ 255.00	\$ 11,422.00	\$ 0.00	\$ 0.00	\$ 11,677.00

Bank.	Account	Description.....	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance.....
CS	CC	COURT COSTS	0.00	6031.00	0.00	0.00	6031.00
CS	COMP	COMPUTER ACCOUNT	0.00	581.00	0.00	0.00	581.00
CS	GR	GENERAL REVENUE	0.00	11.00	0.00	0.00	11.00
CS	IDSF	Indigent Defense Support Fund	0.00	2322.00	0.00	0.00	2322.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.00	0.00	0.00	0.00
CS	MVCC	MOVING VIOLATION COURT COST	0.00	1110.00	0.00	0.00	1110.00
CS	OF	ORDNCE FINE	0.00	3605.00	0.00	0.00	3605.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	RELFF	FORFEITURE RELEASE FEE	255.00	30.00	0.00	0.00	285.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	120.00	0.00	0.00	120.00
CS	VC	VICTIM CRIME	0.00	1044.00	0.00	0.00	1044.00
***			255.00	14854.00	0.00	0.00	15109.00
***			255.00	14854.00	0.00	0.00	15109.00

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

CS	255.00	14854.00	0.00	0.00	15109.00
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***	255.00	14854.00	0.00	0.00	15109.00
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ACCOUNT	NAME	AMOUNT
CC	COURT COSTS	6,031.00
COMP	COMPUTER ACCOUNT	581.00
GR	GENERAL REVENUE	11.00
IDSF	Indigent Defense Support Fund	2,322.00
MVCC	MOVING VIOLATION COURT COST	1,110.00
OF	ORDNCE FINE	3,605.00
RELFEF	FORFEITURE RELEASE FEE	30.00
SBD	SEAT BELT DRIVER STATE FINE	120.00
VC	VICTIM CRIME	1,044.00
	TOTAL	14,854.00

FIRSTMERIT. Bank

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

RECEIVED
~~OCT 04 2012~~
ADMINISTRATION
NORTH CANTON, OHIO

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

Statement Period
Sep 1, 2012 to
Sep 30, 2012
Primary Account
[REDACTED]

Questions?
1-888-554-4362

0

97616 - 33

1

Summary of Accounts

Deposit Accounts

INTEREST CHECKING	[REDACTED]	17,700.13
Total Deposit Accounts		17,700.13

INTEREST CHECKING
20 3079 3107

MAYOR CITY OF NORTH CANTON

Account Summary

Beginning Balance as of Sep 1, 2012	10,426.44
17 Deposits and Credits	12,984.00
7 Withdrawals and Debits	5,710.95
Interest Paid	0.64
Ending Balance as of Sep 30, 2012	17,700.13

Checks

Date	Number	Amount	Date	Number	Amount
Sep 24	1951	38.19	Sep 28	1953 #	5,410.68
Total Checks		5,448.87	Total Number of Checks		2

Indicates there is a gap between check numbers

Other Transactions

Date	Description	Withdrawals	Deposits
Sep 4	BANKCARD		390.00
Sep 4	BANKCARD	112.08	
Sep 5	BANKCARD		300.00
Sep 6	DEPOSIT		1,555.00
Sep 6	BANKCARD		420.00
Sep 7	BANKCARD		200.00
Sep 10	DEPOSIT		1,541.00
Sep 10	BANKCARD		520.00
Sep 11	BANKCARD		1,558.00
Sep 12	BANKCARD		130.00

Other Transactions (continued)				
Date	Description		Withdrawals	Deposits
Sep 14	BANKCARD			580.00
Sep 18	DEPOSIT			2,839.00
Sep 18	BANKCARD			280.00
Sep 20	BANKCARD			330.00
Sep 20	RE-DEPOSITED			
Sep 21	BANKCARD		5.00	
Sep 24	DEPOSIT			260.00
Sep 24	RETURNED CH			1,460.00
Sep 24	RETURNED CH		130.00	
Sep 26	BANKCARD		10.00	
Sep 27	BANKCARD			491.00
Sep 27	RE-DEPOSITED			130.00
Sep 28	Interest Paid		5.00	
				.64

Daily Balance Information					
Date	Balance	Date	Balance	Date	Balance
Aug 31	10,426.44	Sep 11	16,798.36	Sep 21	21,212.36
Sep 4	10,704.36	Sep 12	16,928.36	Sep 24	22,494.17
Sep 5	11,004.36	Sep 14	17,508.36	Sep 26	22,985.17
Sep 6	12,979.36	Sep 18	20,627.36	Sep 27	23,110.17
Sep 7	13,179.36	Sep 20	20,952.36	Sep 28	17,700.13
Sep 10	15,240.36				

Interest Detail			
Interest Paid Year-to-Date	6.37	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.64	Days in this Period	30
Interest Earned this Period	0.64		

NOTE

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

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

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

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

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

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

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

LICENSE FORFEITURE PROCESSING FEES COURT CERTIFICATION DOCUMENT

Court Code: 7654 Date: 10-5-12
 Court Name: North Canton's Mayor's Court
 Address: 145 N Main Street
 North Canton OH 44720
 Contract Person: Jane Housos
 Phone Number: 330-499-5081

\$15.00 Processing Fee for Each License Forfeiture (LF) Clearance

Total due for LFs with court clear month of:	Court Clearance Year/Month	Number of (LFs) Cleared	Amount Waived	Amount Paid
	A	B	C	D
	Sept-2012	2		30.00
TOTAL:		2		30.00

REMITTANCE FROM (INCLUDE PROCESSING FEE PAYMENT WITH CERTIFICATION

REMIT TO: Ohio Bureau of Motor Vehicles
 Attn: Cashier's Division
 PO Box 16521
 Columbus OH 43266-0021

MAKE CHECKS PAYABLE TO:
 Treasurer, State of Ohio

INSTRUCTIONS FOR COMPLETING GOURT CERTIFICATION DOCUMENT:

- A - Indicate the year and month (CCYYMM) of the court clearance.
 - B - Indicate total number of license forfeitures cleared by the court for that month.
 - C - Indicate dollar amount waived by the court.
 - D - Indicate the amount paid (total number of license forfeitures @ \$15.00 each, minus amount waived).
- The total lines should equal amounts in each column.
- Submit completed court certification document utilizing this format with payment to remittance address.



JOSH MANDEL

REPARATIONS ROTARY REPORTING FOR COURTS

TOS ACCOUNT NUMBER (Required): 7654
COURT NAME: City of North Canton
COURT ADDRESS: 145 N. Main St. N. Canton, Oh. 44720
NAME AND TITLE: Jane Housos, clerk PHONE NUMBER 330-499-8223
EMAIL ADDRESS: jhousos@northcantonohio.com
REPORTING MONTH & YEAR: Sept. & 2012

- 1) Victims of Crime (ORC 2743.70) \$ 1044.00
2) Additional Costs/Fines (ORC 2949.091,4511.19,120.08, 2949.094) (A), 5502.67, 5502.68 (C)
a. Indigent Defense Support Fund (GRF) \$ 2333.00
b. Drug Law Enforcement/Justice Program Services \$ 110.00
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 4511.81) \$
7) State Highway Safety Fund (ORC 4510.13) (A) (9) \$
8) Legal Aid Society Fund - (ORC 1901.26, 1907.24, 2303.201 less 1% administrative costs)

Table with 4 rows: a. Number of Small Claims Cases @ \$11 each; b. Number of Civil Cases @ \$26 each; c. Number of no fee cases; d. Number of cases moving from Small Claims to Civil @ \$15 each. Includes LEGAL AID SOCIETY FUND TOTAL: \$

- 9a) Child Abuse Prevention Fees (ORC 3109.13-3109.18 less 3% admin costs) \$
9b) Family Violence Prevention Fees (ORC 3705.242 less 3% admin costs) \$
Penalty (if applicable) \$
Number of Dissolutions # Number of Divorces #
Number of Birth Certificates # Number of Death Certificates #
10) Seat Belt Fines (ORC 4513.263) \$ 120.00
Number of Driver Tickets # 4 Number of Passenger Tickets #
11) Ohio Putative Fathers Registry (OPFR) (ORC 3107.062) \$

TOTAL AMOUNT REMITTED \$ 4607.00

NOTE: YOU MAY ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE www.tos.ohio.gov

MAYOR/CITY OF NORTH CANTON

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

1958

DATE 10-5-12

56-55/412
29220

PAY TO THE ORDER OF Treasurer of State of Ohio \$ 4607.00

Four Thousand six hundred seven 00/100 DOLLARS

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR VC 1044.00, GR # EDSF 2333.00

MVCC 1110.00

SBD 120.00

⑈001958⑈

[Signature]

MAYOR/CITY OF NORTH CANTON

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

1957

DATE 10-5-12

56-55/412
29220

PAY TO THE ORDER OF Treasurer of State of Ohio \$ 30.00

Thirty 00/100 DOLLARS

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR Forp. Release Fees

⑈001957⑈

[Signature]

MAYOR/CITY OF NORTH CANTON

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

1959

DATE 10-5-12

56-55/412
29220

PAY TO THE ORDER OF City of N. Canton \$ 10,217.00

Ten thousand two hundred seventeen 00/100 DOLLARS

06/86

FIRSTMERIT North Canton Office

www.firstmerit.com

FOR CC 6031.00, Comp. 581.00

OF 3605.00

⑈001959⑈

[Signature]