



# City of North Canton, Ohio

Council Office  
145 North Main Street  
North Canton, Ohio 44720-2587  
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## NOTICE OF MEETINGS

Mr. Daniel Peters, Chairman of the Personnel & Safety Committee of North Canton City Council, has requested a meeting of said Committee Members, Council and Director of Finance **Monday, June 18, 2012 at 6:00 p.m.** in the Council Chamber at North Canton City Hall.

The meeting will be called to order and then moved into **executive session** for the purpose of discussing personnel matters pertaining to the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official. The executive session **will not be** open to the public.

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ARCADIS representatives, Bob McNutt and Chris Heltzel, will be here **Monday, June 18, 2012 at 6:30 p.m.** to give a brief presentation on the proposed Geographic Information Systems ("GIS") project for the City, explain GIS in general, summarize what has been done to date, and what the City will have when the project is completed.

The meeting **will be open** to the public.

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### Committee of the Whole Meeting Agenda Monday, June 18, 2012 – 7:00 p.m.

North Canton City Council will meet as a Committee of the Whole **Monday, June 18, 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. Ordinance, Rules & Claims Committee

Chairman: Dan Griffith  
Vice Chairman: Doug Foltz  
Member: Marcia Kiesling

- a. Amendment to PART – FIVE GENERAL OFFENSES CODE re Graffiti  
Dan Griffith

2. Street & Alley Committee

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

- a. Main Street Corridor Traffic Signal Project  
Tim Fox

3. Water, Sewer & Rubbish Committee

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

- a. Presentation re City Entrance Signs  
Mark Cerreta
- b. Donner Avenue NW Waterline Replacement Project  
Mark Cerreta

4. Finance & Property Committee

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

- a. Financial Statement – May, 2012  
Jon Snyder
- b. Mayor's Court Receipts – March, 2012  
Jon Snyder
- c. Mayor's Court Receipts – April 10, 2012  
Jon Snyder
- d. Purchase of Ford F-350 Truck  
Jon Snyder

- e. EMS Renewal Levy  
Jon Snyder
- f. Tax Reparations – Plain Township  
Jon Snyder
- g. Lease Addendum re R&S Golf Properties, Inc.  
Jon Snyder

Gail M. Kalpac  
Clerk of Council

6/14/12-gmk

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



# CITY OF NORTH CANTON

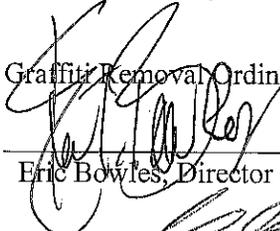
145 North Main St. North Canton, OH 44720  
(330) 499-5557 Fax: (330) 966-3630

## DEPARTMENT OF PERMITS AND DEVELOPMENT

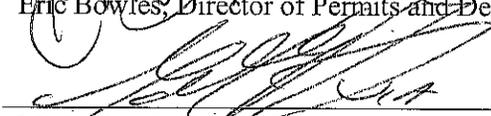
### LEGISLATION REQUEST

To: Jon Snyder, President  
North Canton City Council

Subject: Graffiti Removal Ordinance

Requested by:   
Eric Bowles, Director of Permits and Development

Date: May 29, 2012

Approved by:   
Michael J. Grimes, Director of Administration

Date: May 29, 2012

Request: Requesting an ordinance requiring property owners to remove graffiti from exterior walls within thirty days of its appearing and restoring the exterior surface wall.

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

If Yes, Reason: None

RECEIVED

MAY 30 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance amending PART FIVE – GENERAL OFFENSES CODE of the Codified Ordinances of the City of North Canton to include Chapter 559 – Graffiti, requiring property owners to remove and restore any exterior surface where graffiti appears.

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

Section 1. That PART FIVE – GENERAL OFFENSES CODE of the Codified Ordinances of the City of North Canton, be, and the same is hereby amended to read as follows:

**“ CHAPTER 559 – GRAFFITI**

**DEFINITION:**

Graffiti: Means any inscription, design, word, figure or mark of any type drawn, marked, painted, tagged or written upon any building, bridge, fence, gate, rock, structure, tree, wall or other property visible to the public which defaces, damages or destroys any public or private, real or personal property.

**REQUIREMENTS:**

Graffiti Prohibition and Removal: All exterior parts of dwelling and commercial buildings and structures and property areas shall be free of graffiti. The owner(s) shall remove graffiti at the owner(s) cost from the aforementioned buildings, structures, parts, and property areas when the graffiti is visible from the street or other public or private property.

**PENALTY:**

Whoever violates any provision of this General Offense Code or any rule or regulation promulgated thereunder or fails to comply therewith or with any written notice or written order issued thereunder, is guilty of a misdemeanor of the first degree for each offense. Each day such violation occurs or continues shall constitute a separate offense.”

Section 2. 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



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

June 12, 2012

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

Subject: Main Street Corridor Traffic Signal Project

Requested By: [Signature]  
City Engineer

Date: 6/11/12

Approved By: [Signature]  
Director of Administration

Date: 6/11/12

**Request:** Authorizing the Mayor through the Board of Control to enter into a professional service agreement for construction inspection services for the Main Street Corridor Traffic Signal Project in an amount not to exceed \$80,000.00.

Funds have been allocated in account 330.548.5229 as part of the project costs and are included in the grant funding for this project.

EMERGENCY REQUESTED: Yes  No

**RECEIVED**

JUN 12 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 construction inspection services for the Main Street Corridor Traffic Signal Project in an amount not to exceed \$80,000, 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 construction inspection services for the Main Street Corridor Traffic Signal Project in an amount not to exceed \$80,000.

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:

330	CAPITAL IMPROVEMENT FUND	
330.548.5229	Contract Payments	\$80,000

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 Main Street Corridor Traffic Signal Project; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

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

ATTEST:

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



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

**RECEIVED**

JUN 11 2012

ADMINISTRATION  
NORTH CANTON, OHIO

To: **JON SNYDER**  
President, City Council

Subject: **Donner Ave NW Waterline Replacement Project**

Requested By:  Date: 6/11/2012  
City Engineer

Approved By:  Date: 6/11/12  
Director of Administration

Legislation amending Ordinance No. 29-12 Section 3 as follows:

	<u>Allocated</u>	<u>Requested</u>
651.767.5502	125,000	165,000

for the **Donner Ave NW Waterline Replacement Project**. Bids were opened June 1, 2012  
with the low bid being 161,065.60

EMERGENCY REQUESTED: Yes X No

**RECEIVED**

JUN 11 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance amending Section 3. of Ordinance No.,29-12, Donner Avenue NW Waterline Replacement Project (West Maple Street to Florence Street NW), by an increase in the amount of the allocations for the project, at a total cost not to exceed \$165,000, and declaring the same to be an emergency.

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

Section 1. That Section 3. of Ordinance No. 29-12, Donner Avenue NW Waterline Replacement Project (West Maple Street to Florence Street NW), be, and the same is hereby amended to read as follows:

"Section 3.

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

651	WATER EXP., REPL. & IMPROVEMENT	
651.767.5502	Facilities – Inside Waterlines	\$165,000

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

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

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

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

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

ATTEST:

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

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 09-12

Passed March 26, 2012

3/20/12-gmk  
(Water, Sewer & Rubbish)

## Ordinance No. 29-12

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids; and for the Mayor of the City of North Canton, through the Board of Control, to enter into a contract for the Donner Avenue NW Waterline Replacement Project (West Maple Street to Florence Street NW), at a total cost not to exceed \$125,000 and declaring the same to be an emergency.

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

Section 1. That the Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids, according to specifications now on file in the office of the Director of Administration for the Donner Avenue NW Waterline Replacement Project (West Maple Street to Florence Street NW).

Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for the Donner Avenue NW Waterline Replacement Project (West Maple Street to Florence Street NW), at a total cost not to exceed \$125,000.

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

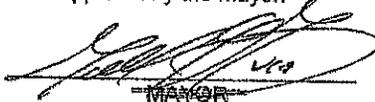
651 WATER EXP, REPL & IMPROVEMENT FUND  
651.767.5502 Facilities - Outside Waterlines \$125,000

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

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

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

North Canton, OH  
Passed: 3/26/12



MAYOR

\*DIRECTOR OF ADMINISTRATION

SIGNED: March 26, 2012

ATTEST:



CLERK OF COUNCIL

g:\2012 legislation\29-12 donner avenue nw.docx

\*Pursuant to Section 3.01 of the North Canton Charter

CITY OF NORTH CANTON  
FUND CASH POSITION  
FOR THE MONTH ENDING MAY 31, 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

JUN 13 2012

RECEIVED

C/W: 6/18/12  
Item 4a

	Beginning Year Balance	MTD Receipts	YTD Receipts	MTD Exp'd/Exp	YTD Exp'd/Exp	Unexpended Balance
101 GENERAL FUND	2,521,121.28	1,887,396.90	3,765,041.76	\$<116,552.24>	3,610,228.18	2,675,934.86
TOTAL GENERAL FUND	2,521,121.28	1,887,396.90	3,765,041.76	<116,552.24>	3,610,228.18	2,675,934.86
SPECIAL REVENUE FUNDS:						
203 INCOME TAX FUND	822,480.49	782,766.98	2,958,589.60	1,417,431.62	2,917,026.62	864,043.47
204 FIRE OPERATING FUND	34,947.61	134,331.52	326,773.53	63,194.18	283,968.44	77,752.70
205 EMS OPERATING FUND	<2,713.38>	148,337.52	877,563.88	138,682.54	751,005.97	123,844.53
206 COMPUTER TRUST FUND	16,003.44	0.00	758.00	86.31	3,341.34	13,420.10
207 ENFORCEMENT AND EDUCATION FUND	11,023.71	75.00	815.24	0.00	216.91	11,622.04
208 STREET CONST M & R FUND	340,001.18	123,764.18	433,343.37	58,096.65	423,822.52	349,522.03
209 STORM SEWER IMPROVE LEVY FUND	466,097.38	24,726.27	193,400.83	15,663.81	102,663.19	556,835.02
210 STREET IMPROVE LEVY FUND	527,417.22	24,332.66	190,385.44	5,561.64	110,447.06	607,355.60
211 MUNICIPAL ROAD FUND	7,252.46	110,000.00	110,000.00	5,472.23	115,472.23	1,780.23
212 GENERAL TRUST FUND	16,198.58	0.00	710.00	156.00	3,460.73	13,447.85
213 LAW ENFORCEMENT TRUST FUND	26,172.09	20.00	8,761.57	0.00	653.00	34,280.66
214 COMPENSATED ABSENCES FUND	417,332.13	0.00	0.00	0.00	0.00	417,332.13
215 CONTINUING PROF EDUCATION FUND	540.00	0.00	0.00	0.00	0.00	540.00
216 COMMUNITY DISASTER RELIEF	0.00	105.00	1,135.00	0.00	0.00	1,135.00
TOTAL SPECIAL REVENUE	2,682,752.91	1,348,459.13	5,102,236.46	1,704,344.98	4,712,078.01	3,072,911.36
CAPITAL PROJECT FUNDS:						
330 CAPITAL IMPROVEMENT FUND	3,116,368.09	<494,685.00>	1,488,506.48	80,209.55	953,840.21	3,651,034.36
331 PARK DEVELOPMENT FUND	144.43	0.00	0.00	0.00	0.00	144.43
332 ISSUE 2 IMPROVEMENT FUND	164,020.98	150,192.07	150,192.07	150,192.07	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	<344,492.93>	1,814,630.04	230,401.62	1,127,357.95	3,927,703.26
ENTERPRISE FUNDS:						
650 WATER REVENUE FUND	2,624,232.22	479,498.77	2,324,549.89	1,155,147.21	2,967,958.79	1,980,823.32
651 WATER EXP, REPLACE & IMP FUND	1,206,679.49	381,250.00	762,500.00	9,862.96	494,671.11	1,474,508.38
652 SEWER REVENUE FUND	1,730,111.25	226,014.49	1,173,705.19	152,905.84	916,945.30	1,986,871.14
654 GARBAGE SERVICE FUND	273,915.13	74,194.65	377,664.40	73,835.60	380,108.51	271,471.02
TOTAL ENTERPRISE FUNDS	5,834,938.09	1,160,957.91	4,638,419.48	1,391,751.61	4,759,683.71	5,713,673.86
INTERNAL SERVICE FUNDS:						
761 INSURANCE FUND	702,976.95	8,102.07	323,787.37	87,846.31	479,779.94	546,984.38
TOTAL INTERNAL SERVICE FUNDS	702,976.95	8,102.07	323,787.37	87,846.31	479,779.94	546,984.38
TRUST & AGENCY FUNDS						
870 NORTH CANTON CIC ESCROW FUND	657,000.00	0.00	0.00	0.00	0.00	657,000.00
871 PERMIT FEE FUND	45.65	262.45	1,203.47	1,005.90	1,314.82	<65.70>
873 REQUIRED DEPOSITS FUND	49,869.16	59.00	3,910.30	85.02	1,336.32	52,443.14
TOTAL TRUST & AGENCY FUNDS	706,914.81	321.45	5,113.77	1,090.92	2,651.14	709,377.44
TOTAL ALL FUNDS	15,689,135.21	4,060,744.53	15,649,228.88	3,298,883.20	14,691,778.93	16,646,585.16



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	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	\$ 3,002,155.38	\$ 187.58	187.58	111116	30	\$ 3,002,342.96
4/1/2012	Huntington (CDARS)	CDARS	0.30	\$ 1,000,000.00	\$ 1,000,000.00				365	\$ 1,000,000.00
4/1/2012	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	\$ -
<b>4/30/2012</b>	<b>Balance</b>			<b>\$ 10,843,852.83</b>	<b>\$ 10,825,108.01</b>	<b>\$ 763.46</b>	<b>\$ 1073.78</b>			<b>\$ 10,825,871.47</b>
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	\$ 3,002,342.96	\$ 177.74	177.74	111195	30	\$ 3,002,520.70
5/1/2012	Huntington (CDARS)	1030182379	0.30	\$ 1,000,000.00	\$ 1,000,000.00				365	\$ 1,000,000.00
5/1/2012	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	\$ -
<b>5/31/2012</b>	<b>Balance</b>			<b>\$ 10,844,616.29</b>	<b>\$ 10,825,871.47</b>	<b>\$ 776.46</b>	<b>\$ 996.56</b>			<b>\$ 10,826,647.93</b>
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				30	\$ 596,715.71
6/1/2012	Chase Bank - Money Market	3003159104	0.10	\$ 3,002,520.70	\$ 3,002,520.70				30	\$ 3,002,520.70
6/1/2012	Huntington (CDARS)	1030182379	0.30	\$ 1,000,000.00	\$ 1,000,000.00				365	\$ 1,000,000.00
6/1/2012	Huntington (CDARS)	1030182379	0.20	\$ 1,000,000.00	\$ 1,000,000.00				183	\$ 1,000,000.00
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	\$ 4,560,385.18	\$ 4,560,385.18				30	\$ 4,560,385.18
6/1/2012	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -				30	\$ -
<b>6/30/2012</b>	<b>Balance</b>			<b>\$ 10,845,392.75</b>	<b>\$ 10,826,647.93</b>	<b>\$ -</b>	<b>\$ -</b>			<b>\$ 10,826,647.93</b>

HUNTINGTON BANK  
 SARA MCINTOSH  
 330-438-1217

HUNTINGTON BANK  
 SARA MCINTOSH  
 330-438-1217

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

C/W: 6/18/12  
 Item 4b

	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	4,059.00	4,059.00	0.00	0.00
COMP COMPUTER ACCOUNT	0.00	385.00	385.00	0.00	0.00
CTCOP CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
EXP CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
EXPS EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
GR GENERAL REVENUE	0.00	33.00	33.00	0.00	0.00
INT MONTHLY BANK INTEREST	0.00	0.00	0.71	0.71	0.00
OF ORDNCE FINE	0.00	2,247.00	2,247.00	0.00	0.00
PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
REL FEE FORFEITURE RELEASE FEE	255.00	45.00	45.00	0.00	255.00
SBD SEAT BELT DRIVER STATE FINE	0.00	30.00	30.00	0.00	0.00
SBP SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
SC NSF SERVICE CHG	0.00	30.00	30.00	0.00	0.00
SF STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
VC VICTIM CRIME	0.00	665.00	665.00	0.00	0.00
<b>GRAND TOTALS</b>	<b>\$ 255.00</b>	<b>\$ 7,494.00</b>	<b>\$ 7,494.71</b>	<b>\$ 0.71</b>	<b>\$ 255.00</b>

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

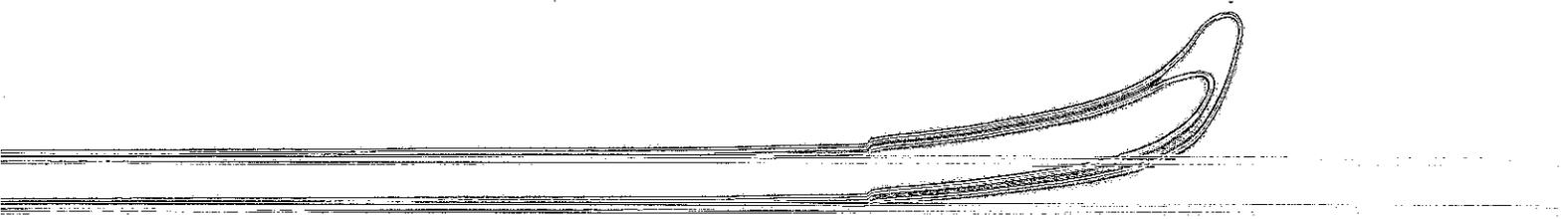
CS	10%B	10% BOND	0.00	0.00	0.00	0.00	0.00
CS	B	BOND	0.00	0.00	0.00	0.00	0.00
CS	BC	BANK CHARGES	0.00	0.00	222.94	0.00	-222.94
CS	CC	COURT COSTS	0.00	4059.00	0.00	0.00	4059.00
CS	COMP	COMPUTER ACCOUNT	0.00	385.00	0.00	0.00	385.00
CS	CTCOP	CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
CS	EXP	CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
CS	EXPS	EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
CS	GR	GENERAL REVENUE	0.00	33.00	0.00	0.00	33.00
CS	IDSF	Indigent Defense Support Fund	0.00	1440.00	0.00	0.00	1440.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.00	0.00	0.71	0.71
CS	MVCC	MOVING VIOLATION COURT COST	0.00	690.00	0.00	0.00	690.00
CS	OF	ORDNCE FINE	0.00	2247.00	0.00	0.00	2247.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	PF	PARKING FINES	0.00	0.00	0.00	0.00	0.00
CS	RELFEF	FORFEITURE RELEASE FEE	255.00	45.00	0.00	0.00	300.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	30.00	0.00	0.00	30.00
CS	SBP	SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
CS	SC	NSF SERVICE CHG	0.00	30.00	0.00	0.00	30.00
CS	SF	STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	SUSP	SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00

\*\*\* 255.00 9624.00 222.94 0.71 9656.77

\*\*\* 255.00 9624.00 222.94 0.71 9656.77

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

CS	255.00	9624.00	222.94	0.71	9656.77
***	255.00	9624.00	222.94	0.71	9656.77



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

Statement Period  
Mar 1, 2012 to  
Mar 31, 2012  
Primary Account  
[REDACTED]

Questions?  
1-888-554-4362

0

102251 - 33

**Summary of Accounts**

**Deposit Accounts**

INTEREST CHECKING	[REDACTED]	22,089.16
<b>Total Deposit Accounts</b>		<b>22,089.16</b>

**INTEREST CHECKING**  
20 3079 3107

MAYOR CITY OF NORTH CANTON

**Account Summary**

Beginning Balance as of Mar 1, 2012	22,201.63
16 Deposits and Credits	9,513.00
3 Withdrawals and Debits	9,626.18
Interest Paid	0.71
Ending Balance as of Mar 31, 2012	22,089.16

**Checks**

Date	Number	Amount	Date	Number	Amount
Mar 7	1930	6,500.24	Mar 1	1931	3,050.00
<b>Total Checks</b>		<b>9,550.24</b>			
<b>Total Number of Checks</b>		<b>2</b>			

# Indicates there is a gap between check numbers

**Other Transactions**

Date	Description	Withdrawals	Deposits
Mar 1	DEPOSIT		1,060.00
Mar 1	BANKCARD [REDACTED]		29.00
Mar 2	BANKCARD [REDACTED]		13.00
Mar 2	BANKCARD [REDACTED]	75.94	
Mar 6	BANKCARD [REDACTED]		400.00
Mar 8	BANKCARD [REDACTED]		89.00
Mar 9	DEPOSIT		1,784.00
Mar 9	BANKCARD [REDACTED]		130.00
Mar 13	BANKCARD [REDACTED]		230.00
Mar 14	BANKCARD [REDACTED]		260.00

Bank.	Account	Description.....	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance.....
CS	10%E	10% BOND	0.00	0.00	0.00	0.00	0.00
CS	B	BOND	0.00	0.00	0.00	0.00	0.00
CS	BC	BANK CHARGES	0.00	0.00	151.94	0.00	-151.94
CS	CC	COURT COSTS	0.00	4059.00	0.00	0.00	4059.00
CS	COMP	COMPUTER ACCOUNT	0.00	385.00	0.00	0.00	385.00
CS	CTCOP	CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
CS	EXP	CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
CS	EXPS	EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
CS	GR	GENERAL REVENUE	0.00	33.00	0.00	0.00	33.00
CS	IDSF	Indigent Defense Support Fund	0.00	1440.00	0.00	0.00	1440.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.00	0.00	0.71	0.71
CS	MVCC	MOVING VIOLATION COURT COST	0.00	690.00	0.00	0.00	690.00
CS	OF	ORDNCE FINE	0.00	2247.00	0.00	0.00	2247.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	PF	PARKING FINES	0.00	0.00	0.00	0.00	0.00
CS	RELFEF	FORFEITURE RELEASE FEE	255.00	45.00	0.00	0.00	300.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	30.00	0.00	0.00	30.00
CS	SBP	SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
CS	SC	NSF SERVICE CHG	0.00	30.00	0.00	0.00	30.00
CS	SF	STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
CS	SUSP	SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
CS	VIC	VICTIM CRIME	0.00	665.00	0.00	0.00	665.00
***			255.00	9624.00	151.94	0.71	9727.77
***			255.00	9624.00	151.94	0.71	9727.77

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

CS	255.00	9624.00	151.94	0.71	9727.77
***	255.00	9624.00	151.94	0.71	9727.77

MAYOR/CITY OF NORTH CANTON

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

1936

DATE 5-23-12

56-55/412  
29220

PAY TO THE ORDER OF

Treasurer State of Ohio  
Sixty five dollars <sup>no</sup>/<sub>100</sub>

\$ 45.00/<sub>100</sub>

DOLLARS

Security features are included. Details on back.

06/86

FIRSTMERIT North Canton Office  
www.firstmerit.com

*[Signature]*

FOR forfeiture release fee

|| [REDACTED] ||

MAYOR/CITY OF NORTH CANTON

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

1940

DATE 6-6-12

56-55/412  
29220

PAY TO THE ORDER OF

City of N Canton  
Six thousand four hundred ninety eight dollars <sup>77</sup>/<sub>100</sub>

\$ 6498.77/<sub>100</sub>

DOLLARS

Security features are included. Details on back.

06/86

FIRSTMERIT North Canton Office  
www.firstmerit.com

*[Signature]*

FOR CC 4059 comp 385 of 2247 int .71  
SC 30 loc - 222.911

|| [REDACTED] ||

MAYOR/CITY OF NORTH CANTON

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

1939

DATE 6-6-12

56-55/412  
29220

PAY TO THE ORDER OF

Treasurer State of Ohio  
Two thousand eight hundred fifty eight dollars <sup>no</sup>/<sub>100</sub>

\$ 2858.00/<sub>100</sub>

DOLLARS

Security features are included. Details on back.

06/86

FIRSTMERIT North Canton Office  
www.firstmerit.com

*[Signature]*

FOR \_\_\_\_\_

|| [REDACTED] ||



JOSH MANDEL  
STATE TREASURER OF OHIO

**REPARATIONS ROTARY REPORTING FOR COURTS**

TOS ACCOUNT NUMBER 7654  
 COURT NAME: City of North Canton  
 COURT ADDRESS: 145 North Main Street, North Canton 44720  
 NAME AND TITLE Teresa Dolan, Clerk 330-499-5081  
 EMAIL ADDRESS Tdolan@northcantonohio.com

There has been a change to  
the contact information

REPORTING MONTH & YEAR: 3 & 12

- 1) **Victims of Crime** (ORC 2743.70) \$ 665.00
- 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)** \$ 1473.00
  - b. **Drug Law Enforcement/Justice Program Services** \$ 690.00
- 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:	#	_____
<b>LEGAL AID SOCIETY FUND TOTAL: \$</b> _____		

- 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 # 3 Number of Passenger Tickets # \_\_\_\_\_
- 11) **Ohio Putative Fathers Registry (OPFR)** (ORC 3107.062) \$ \_\_\_\_\_

**TOTAL AMOUNT REMITTED \$** 2858.00

**NOTE: YOU MAY ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE [www.tos.ohio.gov](http://www.tos.ohio.gov)**

## LICENSE FORFEITURE PROCESSING FEES COURT CERTIFICATION DOCUMENT

Court Code: 7654  
 Court Name: North Canton's Mayor's Court  
 Address: 145 N Main Street  
 North Canton OH 44720  
 Contract Person: Teresa Dolan  
 Phone Number: 330-499-5081

Date: 3-12

### \$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
		3		45.00
		3		45.00
	TOTAL:			

### 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 COURT 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.

BND OF THE MONTH FOR THE CITY OF NORTH CANTON  
 FOR THE MONTH ENDING APRIL 30, 2012

C/W: 6/18/12  
 Item 4c

	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	4,114.00	4,114.00	0.00	0.00
COMP COMPUTER ACCOUNT	0.00	361.00	361.00	0.00	0.00
CTCOP CERTIFIED COURT COPY	0.00	0.00	0.00	0.00	0.00
EXP CITY EXPUNGEMENT ACCT	0.00	0.00	0.00	0.00	0.00
EXPS EXPUNGEMENT TO STATE	0.00	0.00	0.00	0.00	0.00
GR GENERAL REVENUE	0.00	0.00	0.00	0.00	0.00
INT MONTHLY BANK INTEREST	0.00	0.00	0.94	0.94	0.00
OF ORDNCE FINE	0.00	2,476.00	2,476.00	0.00	0.00
PF PARKING FINES	0.00	0.00	0.00	0.00	0.00
REL FEE FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
SBD SEAT BELT DRIVER STATE FINE	0.00	5.00	5.00	0.00	0.00
SBP SEAT BELT PASSENGER STATE FINE	0.00	0.00	0.00	0.00	0.00
SC NSF SERVICE CHG	0.00	0.00	0.00	0.00	0.00
SF STATE FINE CHILD RESTRAINT	0.00	0.00	0.00	0.00	0.00
SUSP SUSPENCE ACCOUNT	0.00	0.00	0.00	0.00	0.00
VC VICTIM CRIME	0.00	702.00	702.00	0.00	0.00
GRAND TOTALS	\$ 255.00	\$ 7,658.00	\$ 7,658.94	\$ 0.94	\$ 255.00
	=====	=====	=====	=====	=====

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

CS	255.00	9959.00	65.50	0.94	10149.44
***	255.00	9959.00	65.50	0.94	10149.44

Bank.	Account	Description.....	Beg-Mo-Bal..	Mtd-Receipts	Mtd-Withdr..	Mtd-Adjust..	Balance.....
CS	BC	BANK CHARGES	0.00	0.00	65.50	0.00	-65.50
CS	CC	COURT COSTS	0.00	4114.00	0.00	0.00	4114.00
CS	COMP	COMPUTER ACCOUNT	0.00	361.00	0.00	0.00	361.00
CS	IDSF	Indigent Defense Support Fund	0.00	1541.00	0.00	0.00	1541.00
CS	INT	MONTHLY BANK INTEREST	0.00	0.00	0.00	0.94	0.94
CS	MVCC	MOVING VIOLATION COURT COST	0.00	760.00	0.00	0.00	760.00
CS	OP	ORDNCE FINE	0.00	2476.00	0.00	0.00	2476.00
CS	OP	OVERPAYMENTS	0.00	0.00	0.00	0.00	0.00
CS	RELFE	FORFEITURE RELEASE FEE	255.00	0.00	0.00	0.00	255.00
CS	SBD	SEAT BELT DRIVER STATE FINE	0.00	5.00	0.00	0.00	5.00
CS	VC	VICTIM CRIME	0.00	702.00	0.00	0.00	702.00
***			255.00	9959.00	65.50	0.94	10149.44
***			255.00	9959.00	65.50	0.94	10149.44

Statement Period  
Apr 1, 2012 to  
Apr 30, 2012  
Primary Account

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

Questions?  
1-888-554-4362

0

101861 - 33

1

**Summary of Accounts**

**Deposit Accounts**

INTEREST CHECKING	20,412.85
<b>Total Deposit Accounts</b>	<b>20,412.85</b>

**INTEREST CHECKING**  
20 3079 3107

MAYOR CITY OF NORTH CANTON

**Account Summary**

Beginning Balance as of Apr 1, 2012	22,089.16
15 Deposits and Credits	10,214.00
4 Withdrawals and Debits	11,891.25
Interest Paid	0.94
Ending Balance as of Apr 30, 2012	20,412.85

**Checks**

Date	Number	Amount	Date	Number	Amount
Apr 27	1932	8,363.69	Apr 27	1934	97.56
Apr 26	1933	3,359.00			
<b>Total Checks</b>		<b>11,820.25</b>			
<b>Total Number of Checks</b>		<b>3</b>			

# Indicates there is a gap between check numbers

**Other Transactions**

Date	Description	Withdrawals	Deposits
Apr 2	BANKCARD	71.00	
Apr 3	DEPOSIT		1,070.00
Apr 3	BANKCARD		290.00
Apr 3	BANKCARD		130.00
Apr 5	BANKCARD		390.00
Apr 6	BANKCARD		130.00
Apr 11	BANKCARD		415.00
Apr 13	BANKCARD		130.00
Apr 16	BANKCARD		10.00

**Other Transactions (continued)**

Date	Description	Withdrawals	Deposits
Apr 18	DEPOSIT		4,685.00
Apr 19	BANKCARD [REDACTED]		130.00
Apr 23	BANKCARD [REDACTED]		155.00
Apr 24	BANKCARD [REDACTED]		400.00
Apr 25	DEPOSIT		2,109.00
Apr 26	BANKCARD [REDACTED]		130.00
Apr 27	BANKCARD [REDACTED]		40.00
Apr 30	Interest Paid		.94

**Daily Balance Information**

Date	Balance	Date	Balance	Date	Balance
Mar 31	22,089.16	Apr 13	24,573.16	Apr 24	29,953.16
Apr 2	22,018.16	Apr 16	24,583.16	Apr 25	32,062.16
Apr 3	23,508.16	Apr 18	29,268.16	Apr 26	28,833.16
Apr 5	23,898.16	Apr 19	29,398.16	Apr 27	20,411.91
Apr 6	24,028.16	Apr 23	29,553.16	Apr 30	20,412.85
Apr 11	24,443.16				

**Interest Detail**

Interest Paid Year-to-Date	2.55	Annual Percentage Yield Earned	0.05%
Interest Paid this Period	0.94	Days in this Period	30
Interest Earned this Period	0.94		

**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

1942

DATE 6.11.12

56-55/412  
29220

PAY  
TO THE  
ORDER OF

Treasurer State of Ohio.

\$ 3008.91<sup>100</sup>

Three thousand eight dollars<sup>101</sup>/<sub>100</sub>

DOLLARS

Security features  
are included.  
Details on back.

06/86

**FIRSTMERIT** North Canton Office

www.firstmerit.com

FOR SBD 500 VC 702 MUC 7601DSF1541

*[Signature]*

MP

MAYOR/CITY OF NORTH CANTON

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

1943

DATE 6.11.12

56-55/412  
29220

PAY  
TO THE  
ORDER OF

City of N. Canton

\$ 6886.44<sup>100</sup>

Six thousand eight hundred eighty-six dollars<sup>44</sup>/<sub>100</sub>

DOLLARS

Security features  
are included.  
Details on back.

06/86

**FIRSTMERIT** North Canton Office

www.firstmerit.com

FOR CC 4114 comp 361 of 2476

int 94 BC-65-52

*[Signature]*

MP



JOSH MANDEL  
STATE TREASURER OF OHIO

**REPARATIONS ROTARY REPORTING FOR COURTS**

TOS ACCOUNT NUMB 7654  
 COURT NAME: City of North Canton  
 COURT ADDRESS: 145 North Main Street, North Canton 44720  
 NAME AND TITLE Teresa Dolan, Clerk 330-499-5081  
 EMAIL ADDRESS Tdolan@northcantonohio.com

there has been a change to  
the contact information

REPORTING MONTH & YEAR: 4 & 2012

- 1) **Victims of Crime** (ORC 2743.70) \$ 702.00
- 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) \$ 1541.00
  - b. Drug Law Enforcement/Justice Program Services \$ 760.00
- 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:	#	_____
<b>LEGAL AID SOCIETY FUND TOTAL:</b>		<b>\$ _____</b>

- 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) \$ 5.00 pymt plan
- Number of Driver Tickets # \_\_\_\_\_ Number of Passenger Tickets # \_\_\_\_\_
- 11) **Ohio Putative Fathers Registry (OPFR)** (ORC 3107.062) \$ \_\_\_\_\_

**TOTAL AMOUNT REMITTED \$** 3008.00

**NOTE: YOU MAY ALSO REMIT FORM AND PAYMENT ON OUR WEBSITE [www.tos.ohio.gov](http://www.tos.ohio.gov)**



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: June 11, 2012

Subject: Purchase of Ford F-350 Truck

Please place the above subject matter on the Committee of the Whole agenda at your earliest convenience for the consideration of an ordinance authorizing the Mayor of the City of North Canton through the Board of Control to purchase one (1) Ford F-350 Truck that will be utilized by the water distribution / park department not to exceed forty-three thousand dollars (\$43,000.00).

The request is to purchase this vehicle through the Ohio Cooperative Purchase Agreement, or be authorized to advertise and receive bids or purchase from a vendor if they are at a lower price for equivalent terms, conditions and specifications. The purchase has been budgeted in the 2012 budget under 330 – Capital Improvement Fund, 330-309-5500.

This purchase will allow us to replace a 1984 One Ton Dump.

EMERGENCY REQUESTED  YES  NO

Respectfully Submitted,

Michael J. Grimes

c: Director of Finance Alger  
Supt. Utilities & Services Davis  
Operations Manager Hill  
File

**RECEIVED**

JUN 11 2012

COUNCIL OFFICE  
NORTH CANTON, OHIO

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the office of the Director of Administration and for the Mayor of the City of North Canton to be authorized, through the Board of Control, to enter into an Agreement for the purchase of one (1) Ford F-350 Truck for use by the Water Distribution / Park Departments from a vendor or, in the alternative, pursuant to the Ohio Cooperative Purchase Act 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 purchase, one (1) Ford F-350 Truck for use by the Water Distribution / Park Departments within the purview of the Ohio Cooperative Purchase Act.

Section 2. In the event a purchase through the Ohio Cooperative Purchase Act is not feasible in the discretion of the Director of Administration of the City of North Canton, that the Director of Administration, be, and is hereby authorized to advertise and receive bids according to specifications now 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 an Agreement for the purchase of one (1) Ford F-350 Truck for use by the Water Distribution / Park Departments.

Section 3. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to purchase one (1) Ford F-350 Truck for use by the Water Distribution / Park Departments, from a vendor if they are at a lower price than state bid contract and if they are at equivalent terms, conditions, and specifications as authorized by Ohio Revised Code 125.04.

Section 4. 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 agreement from the following appropriation:

330	CAPITAL IMPROVEMENT FUND	
330.309-5500	Park/ Recreation Equipment	\$43,000

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

Section 5. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 6. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety, and peace of the City North Canton and further necessary for the timely purchase of the Ford F-35 Truck and to ensure continued efficient operation of the Water Distribution / Park Departments; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR

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

ATTEST:

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

A resolution of submission of question of a renewal of a tax levy for the purpose of providing additional funds for the City's portion of ambulance service, emergency medical service or both, in the City of North Canton, Stark County, Ohio and declaring the same to be an emergency.

WHEREAS, the City of North Canton upon due investigation and consideration has determined that the amount of taxes which may be raised within the ten (10) mill limitation in and for the City of North Canton, Stark County, Ohio, for the next five (5) years, will be insufficient to provide an adequate amount for the purpose of providing additional funds for the City's portion of ambulance service, emergency medical service or both, in the City of North Canton, Stark County, Ohio, and

WHEREAS, by reason of the facts above set forth, the Council has determined that it should, and hereby does declare itself to submit to the electors of the City of North Canton at the General Election to be held on November 6, 2012 the question of replacing a tax of one and one-half (1.5) mills outside the ten (10) mill limitation for the purpose of providing ambulance service, emergency medical service or both, in the City of North Canton, Stark County, Ohio, for a period not to exceed five (5) years, tax years 2012, 2013, 2014, 2015 and 2016, said renewal levy to be a rate not to exceed one and one-half (1.5) mills for each one dollar of valuation which amounts to fifteen (15) cents for each one hundred dollars of valuation.

NOW, THEREFORE, BE IT RESOLVED that there shall be submitted to the electors of said subdivision at the General Election on November 6, 2012 the question of renewal tax levy outside the ten (10) mill limitation in and for said subdivision in the amount of one and one-half (1.5) mills, for the purpose of providing additional funds for the City's portion of providing ambulance service, emergency medical service or both, in the City of North Canton, Stark County, Ohio; and that said additional one and one-half (1.5) mills shall be levied for five years 2012, 2013, 2014, 2015 and 2016.

BE IT FURTHER RESOLVED that the submission of said proposal, the notice of election, the form of ballot, the certificate of the levy as voted outside the ten (10) mill limitation, and the levying of such additional millage shall be in accordance with the provisions of Section 5705.19, 5705.191 and 5705.25 and other related sections of the OHIO REVISED CODE, in accordance with the statutes in such cases made and provided; and

BE IT FURTHER RESOLVED that the form of the ballot cast at such election shall be:

(A majority affirmative vote is necessary for passage)

"A renewal of a tax for the benefit of the City of North Canton, Stark County, Ohio, for the purpose of providing additional funds for the City's portion of providing ambulance service, emergency medical service or both, in the City of North Canton, Stark County, Ohio, at a rate not exceeding one and one half (1.5) mills for each one dollar of valuation which amounts to fifteen (15) cents for each one hundred dollars of valuation, for five (5) years, commencing with tax year 2012, first due in calendar year 2013."

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

BE IT FURTHER RESOLVED THAT the Clerk of Council, be, and is hereby directed and authorized to proceed forthwith with the certification hereof to the Board of Elections of Stark County Ohio, pursuant to the provisions of Section 5705.19, 5705.191 and 5705.25 and to proceed with all things necessary to be done in order to accomplish the purpose of this resolution.

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 in order to submit the question on the ballot of the November general election; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. 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

DRAFT

REC'D

JUN 6 2012

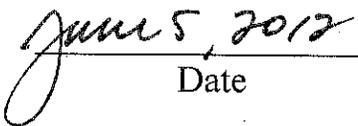
NORTH CANTON  
FINANCE

## Certificate of Estimated Property Tax Revenue

The County Auditor of Stark County, Ohio, does hereby certify the following:

1. On June 5, 2012, the taxing authority of the Council of the City of North Canton, Stark County, Ohio certified a copy of its Resolution No. 56-12 adopted June 4, 2012, requesting the county auditor to certify the current tax valuation of the subdivision and the amount of revenue that would be produced by one and one-half (1.5) mills, to levy a tax outside the ten-mill limitation for ambulance service, emergency medical service or both, pursuant to Ohio Revised Code Sections 5705.19(U), 5705.191 and 5705.25, to be placed on the ballot at the November 6, 2012, election. The levy type is renewal.
2. The estimated property tax revenue that will be produced by the stated millage, assuming the tax valuation of the subdivision remains constant throughout the life of the levy, is calculated to be \$566,097.
3. The total tax valuation of the subdivision used in calculating the estimated property tax revenue is \$377,398,340.

  
\_\_\_\_\_  
Alan Harold, Stark County Auditor

  
\_\_\_\_\_  
Date

**Worksheet to Calculate Revenue for DTE Form 140R  
When a Taxing Authority Certifies a Rate and Requests the Revenue  
Produced by that Rate for Renewal Levies.**

Calculation of Revenue

1. Tax valuation on the tax list most recently certified for collection:

	<u>Tax Value</u>	<u>Millage Rate</u>	<u>Revenue</u>
1. Class I Real - Res/Ag	\$ 295,174,030	1.500000	\$ 442,761
2. Class II Real - Other	\$ 74,780,960	1.500000	\$ 112,171
3. Public Utility Personal	\$ 7,443,350	1.50	\$ 11,165
4. General Personal	\$ -	1.50	\$ -
5. Personal Property Phase-out Reimbursement Payment			\$ -
6. Total Revenue			<u>\$ 566,097</u>

 Pelini,  
Campbell, Williams  
& Traub LLC  
ATTORNEYS AT LAW

Senders E-mail: [ejwilliams@pelini-law.com](mailto:ejwilliams@pelini-law.com)

June 1, 2012

Hans Nilges, Law Director  
North Canton City Hall  
145 N. Main Street  
North Canton, OH 44720

Craig G. Pelini

Kristen E. Campbell

Dear Mr. Nilges:

Enclosed you will find an invoice in the amount of \$25,370.25 for payments to be made pursuant to the Ohio Revised Code regarding annexations that have taken place of property from Plain Township to North Canton that took place in 2011. I have attached information documenting the amounts owed, as well as an invoice for your convenience.

Eric J. Williams

Randall M. Traub

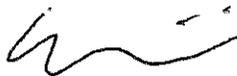
I would request that you contact me upon your receipt of this correspondence so that we can decide best how to proceed, or that you simply pass this information along to your auditor's department for payment.

Raymond C. Mueller

Your time and attention to this matter is greatly appreciated.

Douglas N. Godshall

Very truly yours,



Paul B. Ricard

Eric J. Williams  
Plain Township Law Director

EJW:lde

Enclosure

S:\3118\1\invoice ltr-north canton 2011.doc[6/1/12:lde]

**REC'D**

**JUN 04 2012**

**LAW DEPARTMENT  
NORTH CANTON, OH**

**CITY OF NORTH CANTON ANNEXATIONS - TAX YEAR 2011**

PROPERTY ANNEXED: PARCEL: PROPERTY VALUATION  
**CITY OF NORTH CANTON - TAX YEAR 2011**

Plain Township Rates:  
**RESIDENTIAL COMMERCIAL AGRICULTURE**  
 11.779711 11.807494 11.779711

TOTALS:

<b><u>OAKSHIRE #4 - YEAR 10:</u></b>					
Total Residential	(see attached)	2,167,820	40%	10,214.52	10,214.52
Total Commercial	(see attached)	2,253,760	42.50%	11,309.78	11,309.78
Total Agricultural	(see attached)	<u>41,760</u>	40%	196.77	196.77

**CHAMBERS - YEAR 7:**

92-09404	10/2009 all				
92-09405	properties split				
92-09402	to 10000008				
92-09403	(Sheetz) &				
92-09401	1000007 - N C				
	(Changed to				
	commercial)				

Total Commercial		409,360	62.5%	3,020.95	3,020.95
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**ORION ST - YEAR 8:**

92-09188		63,710			
92-09187		<u>69,620</u>			

Total Residential		133,330	40.00%	628.24	<u>628.24</u>
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**TOTAL DUE FOR 2011 (billed in 2012):** **25,370.25**

An ordinance authorizing the Director of Finance of the City of North Canton to make payment to Plain Township in the amount of Twenty-Five Thousand Three Hundred Seventy Dollars and Twenty-Five Cents (\$25,370.25) for payment of property tax reparations due through tax year 2011 and declaring the same to be an emergency.

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

Section 1. That the Director of Finance of the City of North Canton, be, and is hereby authorized to make payment to Plain Township in the amount of Twenty-Five Thousand Three Hundred Seventy Dollars and Twenty-Five Cents (\$25,370.25) for payment of property tax reparations due through tax year 2011.

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 Property Tax Reparations as specified above from the following appropriations:

101	GENERAL FUND	
101.627.5403	Property Tax Reimbursement	\$25,370.25

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 payment to Plain Township of property tax reparations; 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

June 18, 2012  
Item 4g



# **Memo**

*from the City of North Canton Council Office*

January 18, 2012

To: Council Members

From: Gail M. Kalpac  
Clerk of Council

Re: Lease Addendum  
Item 4g – Committee of the Whole Agenda

The above referenced item is being placed on the agenda at the request of Director of Law Nilges. Should you have any questions, please contact him directly.

Thank you.

An ordinance authorizing the Mayor of the City of North Canton to enter into a Second Addendum to the Lease by and between the City of North Canton ("City") and R & S Golf Properties, Inc., an Ohio corporation and Robert C. Purcell and David Scott DeMuesy as individuals ("Lessee") executed on December 22, 2008, for the premises known as The Fairways fna Arrowhead Country Club, and declaring the same to be an emergency.

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

- Section 1. That the Mayor of the City of North Canton, be, and is hereby authorized to enter into a Second Addendum to the Lease by and between the Lessor and the Lessee, executed on December 22, 2008, for the premises known as The Fairways fna Arrowhead Country Club.
- Section 2. That a copy of said Second Addendum to the Lease is attached hereto and incorporated herein as if fully rewritten herein.
- 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 effectiveness of the Second Addendum to the Lease; 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

## SECOND ADDENDUM

This Addendum is made as of this \_\_\_\_\_ day of, \_\_\_\_\_ 2012, between the City of North Canton, Ohio, a political subdivision of the State of Ohio ("Lessor" or the "City") and R&S Golf Properties, Inc., an Ohio Corporation and Robert C. Purcell and David Scott DeMuesy as individuals. R&S, Purcell, and DeMuesy are collectively referred to as the "Lessee". Lessor and Lessee are collectively referred to as the "Parties".

**WHEREFORE**, the Parties have entered into a Lease Agreement as of the 22<sup>nd</sup> day of December 2008 (the "Lease"), a copy of which is attached hereto as **Exhibit A**, and is incorporated herein by reference and Addendum to the Lease, a copy of which is attached hereto as **Exhibit B** and is incorporated herein by reference; and

**WHEREFORE**, the Parties wish to amend portions of the Lease and reaffirm portions of the Lease as described herein.

**THEREFORE**, the Parties hereby amend and reaffirm the Lease as follows:

1. Lessor and Lessee agree that "Article II. SPECIAL CONDITIONS" of the Lease is hereby rewritten as follows:

### "ARTICLE II SPECIAL CONDITIONS

#### 2.1 Golf Course Premises.

2.1.1 Golf Course Ownership and Name. The Golf Course consists of lands and improvements owned in fee by the City. The name of the Golf Course shall remain the same unless changed by Lessee with prior written consent from City.

2.1.2 Use of Golf Course. The Golf Course Premises, as shown on the site map which is a part of Exhibit A shall be used only and exclusively for Golf Course Operations, including but not limited to golf activities, outings, banquets, weddings, pool and tennis activities and for such other related purposes or the purposes referred to herein and for no other purposes whatsoever.

2.1.2(a) Banquet and Related Services. *The City agrees to refer and promote banquet business to the Lessee and to grant Lessee access to the City's gazebo and grounds located at 845 Maple Street, North Canton, Ohio*

44720 for the operation of said business. The Lessee agrees to procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property located at 845 Maple Street, North Canton, Ohio 44720 which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives or employees.

2.1.3 Lessee's Acceptance of Physical Condition. Lessee acknowledges personal visual inspection of the Golf Course and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the operation of the Golf Course. **Lessee accepts the Golf Course in its present physical condition and, except as provided herein, agrees to make no demand upon the City for any improvements or alteration thereof.**

2.1.4 Approval Required for Alterations. Any improvements, additions, alterations or changes to the Golf Course Premises that would adversely and materially affect its value shall be subject to prior written approval by the Director. Such would also be subject to the securing of applicable permits and compliance with the general building and zoning ordinances of the City.

2.1.5 No Fee Simple Property Interest of Lessee. Lessee hereby acknowledges the fee simple title of City in and to the Golf Course Premises and the improvements located thereon and covenants and agrees never to assail, contest or resist said title, nor to assert with respect thereto any fee simple property interest of Lessee.

2.1.6 Ownership of Improvements. Ownership of all existing structures and of all structures, buildings and/or permanent improvements constructed by City or by Lessee thereto, shall immediately vest and be vested in City at all times during and after the term hereof.

2.2 General Scope of Services. Lessee shall have the exclusive right, license and privilege and duty to lease, operate and maintain the Golf Course. The general scope of services required of the Lessee under the terms of this Lease include"

2.2.1 Overall Course Management.

2.2.1.1 Pro Shop Operations

2.2.1.2 Starter Services

2.2.1.3 Tee Time Reservations

2.2.1.4 Marshalling Services

2.2.1.5 Golf Cart Rentals and Operations

2.2.1.6 Driving Range Operations

2.2.1.7 Food, Beverage and Banquet Services

2.2.1.8 Swimming Pool, and subject to future agreement, the Tennis Court Operations

2.2.1.9 Grounds/Buildings and Equipment Maintenance

## 2.3 Additional Provisions.

2.3.1 The City retains the right to enter the land portion of the Premises at its discretion to develop and utilize raw water production wells and monitoring wells on the Golf Course throughout the term of this Lease. Any entry however shall be preceded by at least thirty (30) days advance written notice to Lessee. City shall coordinate its entry and facilities for water production and monitoring with Lessee to eliminate substantial injury or disruption of the Lessee's Operations and the Golf Course. The City shall be responsible for any injury or damage that may result from or in connection with its activities. The use of raw water to maintain the quality and condition of the Golf Course turf is important to the success of the Golf Course Operations and use by the City may not be of such level as to deprive the Lessee of water sufficient to prevent deterioration of, or substandard turf conditions, on the Golf Course.

2.3.2 The Lessee agrees to cooperate with the City and provide for the usage of the Golf Course Premises during the winter season by the residents of North Canton, Ohio (i.e. sledding, cross country skiing, etc.). Lessee shall not be required to make restroom or clubhouse facilities available during winter season use by the general public. In the event the parties agree that insurance coverage for winter activities may be included in the Lessee's liability policies, City shall reimburse Lessee for the cost of such coverage. Any such winter season use may be restricted by Lessee in a manner and with rules and regulations adopted from time to time by Lessee, so as to prevent damage to the Golf Course Premises.

2.3.3 The City shall have the right to enter the land portions of the Golf Course Premises to manage any environmental, soil or water contamination which arose prior to the Commencement Date. Any entry however shall be preceded by at least thirty (30) days advance written notice to Lessee. City shall coordinate its entry and facilities for managing environmental, soil or water contamination with Lessee to eliminate substantial injury or disruption of the Lessee's Operations and the Golf Course. The City shall be responsible for any injury or damage that may result from or in connection with its activities. Lessee shall not be responsible for any environmental, soil or water contamination which arose prior to the Commencement Date.

2.3.4 The City shall have the ability to install, at its discretion, a water retention basin on the Golf Course in connection with the Lessee to control potential flooding in the residential areas adjacent to the Premises. Such shall be located in a manner agreed to by Lessee and the City. The City shall be solely responsible for maintenance, repair and replacement of the water retention basin and any ancillary improvements made in connection therewith.

2.3.5. *The City agrees to resurface the Golf Course parking lot on one occasion at a "reasonable cost."*

2. Lessor and Lessee agree that "Article IV. RENT" of the Lease is hereby rewritten as follows:

**"ARTICLE IV.  
RENT**

4.1. Rent. Lessee shall pay the City rent during the Term, pursuant to the terms and conditions recited herein as follows:

4.1.1. Beginning on January 1, 2013 and continuing through the duration of the Lease Agreement, *Lessee shall pay rent of \$9,333.33 per month and a Benchmark of \$80,000 per year of capital improvements investment pursuant to Exhibit B* shall be required.

4.1.2 *In addition to the rent specified in section 4.1.1 above, the Lessee agrees to pay the City in an amount equal to \$3,800.00 to be paid in equal monthly installments of \$316.67 each, beginning on January 1, 2013 and continuing through December 1, 2013 as reimbursement for the 2012 appraisal of the Golf Course.*

4.2 Capital Improvements. "Capital Improvements" shall be negotiated by City and Lessee, undertaken with mutual consent and approval and set forth in Exhibit B. In no event shall City be responsible for the cost of any capital repair unless it has consented in writing to same after review and approval of the plans and specifications therefore and of the City's share of the costs. Any expenditure without prior agreement from City shall be at Lessee's sole expense. In the event Lessee proposes to share with the City the expense of a capital repair or replacement, Lessee shall provide City with a summary of the entire expenditure required and the portion of which it proposes the City pay. City and Lessee shall then meet to determine a budget and time frame for making such capital repair or replacement. Capital Improvements and replacements made by City shall be coordinated with Lessee to avoid undue disruption of Golf Course Operations.

4.3 Verification and Certification. Lessee shall present evidence yearly of expenditures qualifying as Capital Improvements for the Fairways. City's Finance Director shall verify expenditures on items identified in Exhibit B and certify that such expenditures have been made and meet the **Benchmark** set forth herein. Generally accepted accounting practices shall be used to determine the nature of expenses herein.

4.3.1 Amendment of Exhibit B. Exhibit B may be amended as agreed by parties from time to time but the total Capital Improvements **Benchmark** amount during any lease term must average the yearly **Benchmark of \$80,000.00 per year** set forth above. City and Lessee agree that from time to time unanticipated costs and expenses may be necessary. In order to maintain operational continuity of the leasehold, major

Capital Improvements may be required to heating, ventilation, air conditioning, plumbing, roofing, sewer, water, fire suppression and/or structural elements. Any such expenditures shall be added to Exhibit B; shall be credited to the yearly **Benchmark** set forth above and shall constitute a carry forward credit toward the **Benchmark** regardless of the lease term in which it is incurred.

4.4 Coordination and Cooperation for Capital Improvements Expenditures. With respect to all capital improvement expenditures to be made by either party pursuant to this Lease or otherwise, the parties shall coordinate, consult and cooperate with one another. In particular, Lessee will seek City input and comment on a scheduled of proposed Capital Improvements from time to time that Lessee either intends to make or believes are necessary or appropriate. City will have the right to reasonably review and approve plans and specifications for Capital Improvements that enhance the value of the Clubhouse or Golf Course Property. City's rights under this Section are in addition to and not in lieu of approvals and reviews required under the ordinances and codes of general application in the City of North Canton. Lessee is encouraged to submit all proposed Capital Improvements for which contribution is desired by November 1 for consideration by City for the next year's budget."

3. Lessor and Lessee agree that "Article XI. INSURANCE" of the Lease is hereby rewritten as follows:

**"ARTICLE XI.  
INSURANCE**

11.1 Insurance. Lessee shall procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Lease by the Lessee, its agents, representatives or employees. Coverage shall be at least as broad as:

11.1.1 Commercial General Liability Coverage Including:

- |        |  |
|--------|--|
| 28134. | Independent Contractors                    |
| 28135. | Contractual Liability including defense    |
| 28136. | Products and Completed Operations          |
| 28137. | Ohio Stop Gap                              |
| 28138. | Fire/Water Legal Liability – Real Property |

11.1.2 Workers' Compensation Insurance as Required by State of Ohio

11.1.3 A standard form "all risk" policy or policies of fire and extended coverage insurance and malicious mischief and vandalism coverages on the structures located on the Golf Course, including the clubhouse and related buildings and all personal property, including furnishings and equipment owned at the Premises by City with coverage limits not less than the replacement cost of the Premises, which the parties have determined to be \$2.5 Million Dollars. City shall be named as a loss payee.

Lessee shall also obtain an endorsement to such policy or policies or lost rentals insurance covering actual losses to City sustained due to fire and extended coverage perils, in an amount equal to the lost rentals at the Golf Course.

11.1.4 Lessee Shall Maintain Limits no Less Than.

11.1.4.1 General Liability. \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other forms with a general aggregate limit is used either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If fifty percent (50%) of the aggregate limit is exhausted by either paid or reserved claims, Lessee shall purchase additional insurance to at least replenish the aggregate limit.

11.1.4.2 Employer's liability. \$5,000,000 per accident for bodily injury or disease.

11.1.4.3 Workers' Compensation. Statutory. In addition, Lessee shall require each of its agents, licensees, subcontractors or suppliers to provide such Workers' Compensation coverage to their employees coming on the Premises of the Golf Course or related facilities in connection with this Lease.

11.1.5 Insurance Policies. All insurance policies required by this Lease are to contain, or be endorsed to contain, the following provisions:

11.1.5.1 The City, its officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Lessee; products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents or volunteers. The City shall be included in all required policies as named insured. The policy shall be on an occurrence basis, if available.

11.1.5.2. *For any claims related to this Premises, or the Lessee's operation of its banquet, wedding and related business on the City's property located at 845 Maple Street, North Canton, Ohio 44720, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.*

11.1.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

11.1.5.4 The Lessee's Insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. There shall be no cross liability exclusion s in the policy.

11.1.5.5 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits expect after thirty (30) days prior written notice of cancellation is permitted for non-payment of premium.

11.1.5.6 Insurance is to be placed with insurer's admitted in the State of Ohio (not surplus lines companies) with a current A.M. Best's rating of not less than A-VII. The City Liability and Property Insurance Officer may waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Liability and Property Insurance Officer, the interests of the City and the general public are adequately protected.

11.1.6 Within ten (10) calendar days following the Commencement Date of this Lease, Lessee shall furnish the Director with certificates evidencing coverage required above."

4. Except as indicated in this Second Addendum, no provision of the Lease Agreement attached hereto as **Exhibit A** as modified by the Addendum attached hereto as **Exhibit B** shall be deemed modified in any respect and shall remain fully enforceable by the Parties.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties hereto have duly executed this Lease as of the day and year first above written.

**"LESSOR"**

**CITY OF NORTH CANTON**  
a political subdivision of the State of Ohio

By: \_\_\_\_\_

David Held its Mayor

**"LESSEE"**

**R & S GOLF PROPERTIES, INC.**  
an Ohio corporation,

By: Robert C Purcell

Title: President

and Robert C. Purcell and David Scott DeMuesy as individuals

David Scott DeMuesy

Robert C Purcell  
Robert C. Purcell

APPROVED AS TO FORM AND SUFFICIENCY

Director of Law

\_\_\_\_\_  
Hans A. Nilges

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