



City of North Canton, Ohio

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

www.northcantonohio.com

email: citycouncil@northcantonohio.com

NOTICE OF MEETINGS

Special Council Meeting Monday, June 4, 2012

Notice is hereby given that a Special Meeting of the Council of the City of North Canton will be held **Monday, June 4, 2012 at 6:45 p.m.** in the Council Chamber at North Canton City Hall, pursuant to a roll call vote taken at the regular council meeting held May 29, 2012 for consideration of the following:

1. Call to Order: 6:45 p.m.
2. Roll Call
3. **Ordinance No. 51-12 – 2nd Reading – Street & Alley**
An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application to the Federal Highway Administration ("FHWA") through the Stark County Area Transportation Study ("SCATS") for a grant for the Portage/Charlotte Streets Improvements Project (from Wise Avenue NW to North Main Street); and, authorizing the Mayor, through the Board of Control, to enter into an agreement for said grant, and declaring the same to be an emergency.
4. **Ordinance No. 52-12 – 2nd Reading – Street & Alley**
An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Capital Improvement Fund to the Professional Services and Contract Payments Accounts in the amount of \$500,200 for the current expenses during the fiscal year ending December 31, 2012, and declaring the same to be an emergency.
5. **Ordinance No. 53-12 – 2nd Reading – Street & Alley**
An ordinance authorizing the Mayor of the City of North Canton to prepare and submit an application to the Federal Highway Administration ("FHWA") through the Stark County Area Transportation Study ("SCATS") for a grant for the West Maple Street Widening Project (from North Main Street to Ream Avenue NW); and, authorizing the Mayor, through the Board of Control, to enter into an agreement for said grant, and declaring the same to be an emergency.
6. **Ordinance No. 54-12 – 2nd Reading – Street & Alley**
An ordinance authorizing the supplemental appropriation of funds of the City of North Canton, Ohio, to be appropriated from the unappropriated resources of the Capital Improvement Fund to the Professional Services and Contract Payments Accounts in the amount of \$298,400 for the current expenses during the fiscal year ending December 31, 2012, and declaring the same to be an emergency.

7. **Resolution No. 56-12 – 2nd Reading – Finance & Property**
A Resolution on submission of request to the Stark County Auditor pursuant to Ohio Revised Code Section 5705.03(B) to certify to the City of North Canton, Stark County, Ohio, as taxing authority for the City of North Canton, Stark County, Ohio the total current tax valuation of the City of North Canton, Stark County, Ohio, as a subdivision and the dollar amount of revenue that would be generated for a renewal tax of one and one-half (1.5) mills pursuant to Ohio Revised Code Sections 5705.19, 5705.191 and 5705.25 for the purpose of providing ambulance service, emergency medical service or both, in the City of North Canton, for a period of five (5) years, tax years 2012, 2013, 2014, 2015 and 2016, commencing 2012, first due in calendar year 2013 and declaring the same to be an emergency.
 8. Adjourn
-

**Committee of the Whole Meeting Agenda
Monday, June 4, 2012 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, June 4, 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: Tim Fox

- a. Renovation Grant for CMC
Marcia Kiesling

2. Ordinance, Rules & Claims Committee

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

- a. Amendment to PART 17 – HOUSING CODE re Unsafe Buildings
Dan Griffith
- b. Report on Letters to Vacant Building Owners
Dan Griffith

3. Street & Alley Committee

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

- a. North Main Street Reconstruction – Phase VI
Tim Fox

4. Finance & Property Committee

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

- a. Schedule of Anticipated Expenditures for 2013
Jon Snyder
- b. ODOT Sodium Chloride Participation Agreement
Jon Snyder

Gail M. Kalpac
Clerk of Council

5/31/12-gmk

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

g:\2012 agenda\6-4-12 special cm & cw agenda.docx



CITY OF NORTH CANTON

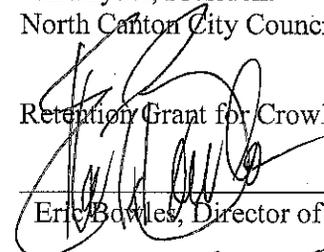
145 North Main St. North Canton, OH 44720
(330) 499-5557 Fax: (330) 966-3630

DEPARTMENT OF PERMITS AND DEVELOPMENT

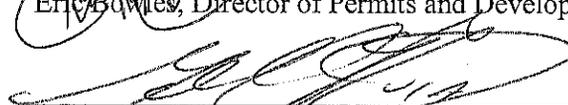
LEGISLATION REQUEST

To: Jon Snyder, President
North Canton City Council

Subject: Retention Grant for Crowl, Montgomery & Clark Inc.

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 authorizing the Mayor to enter into and sign an Agreement for an Industrial and Commercial Retention Grant for Crowl, Montgomery & Clark, Inc.

EMERGENCY REQUESTED: Yes _____ No X _____

If Yes, Reason: None

RECEIVED

MAY 30 2012

COUNCIL OFFICE
NORTH CANTON, OHIO

An ordinance authorizing the Mayor of the City of North Canton to enter into an Industrial and Commercial Retention Grant for Crowl, Montgomery & Clark, Inc., 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 an Industrial and Commercial Retention Grant for Crowl, Montgomery & Clark, Inc.

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

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to meet the Company's timeline for beginning operations at their 334 Orchard Street Building location; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH
Passed:

MAYOR

SIGNED: _____, 2012

ATTEST:

CLERK OF COUNCIL

INDUSTRIAL AND COMMERCIAL RETENTION GRANT AGREEMENT

This Agreement is made and entered into by and between the CITY OF NORTH CANTON, OHIO, a municipal corporation, ("North Canton" or the "City") and CROWL MONTGOMERY & CLARK, INC. ("Crowl" or the "Company"), as of the ___ day of ___, _____.

WITNESSETH:

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

WHEREAS, the Company is desirous of maintaining its operations in the City and retaining employment opportunities within the boundaries of the City (the "Project"), provided that the appropriate development incentives are available to support the economic viability of said Project;

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

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

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

1. Description of the Project.

Crowl shall renovate 123 Wilbur Drive, NE, North Canton, Ohio 44720 (the "Facility") which houses its operations. In addition, the Company will purchase and install new equipment, and furniture related to its operations.

2. Project Investment.

A. The Project will involve a total investment by the Company of \$ _____ for non-construction related expenses including, but not limited to, _____.

B. Renovation of the Facility will begin approximately _____ and will be completed approximately _____.

3. Job Retention.

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

B. The Retained Employees will result in at least an estimated \$ _____ of retained annual payroll subject to taxation by the City for the period of at least four years. This will, in turn, generate at least \$ _____ in retained tax revenue to the City for at least four (4) years ("Retained Tax Revenue").

4. Issuance of Grant.

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

B. The amount of each Grant payment to the Company shall be equal to thirty-three percent (33%) of the Retained Tax Revenue in a calendar year, not to exceed the amount of corporate income tax due to the City from Crowl in a calendar year.

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

5. Grant Payments.

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

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

6. Use of Grant Payments.

Grants shall be allocated by the Company for non-construction related costs of the Project.

7. Payment of Taxes and Filing Reports and Returns.

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

8. Annual Review.

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

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

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

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

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

9. Certification as to Payment of Taxes.

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

10. Non-Discrimination In Employment.

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

11. Administrative Fee.

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

12. Notices.

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

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

If to the Company to: _____

 Attention: _____

13. Payback Provision.

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

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

14. Miscellaneous.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the City of North Canton, Ohio, by David Held, its Mayor, and pursuant to Ordinance No. _____, and CROWL MONTGOMERY & CLARK, INC., by _____, its _____, have caused this Agreement to be executed on the _____ day of _____, 2012.

WITNESSED BY:

CITY OF NORTH CANTON
By: _____
Title: _____

WITNESSED BY:

CROWL MONTGOMERY &
CLARK, INC.
By: _____
Title: _____

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

DIRECTOR OF FINANCE

By: _____

Date: _____

Approved as to legal form and content:

DIRECTOR OF LAW

By: _____

Date: _____

Draft Occupancy Grant Agrmt Crowl Montgomery clark

RECORD OF ORDINANCES

Dayton Legal Blimp, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

5/22/12-smd
(Ordinance, Rules & Claims)

Ordinance No. 50-12

An ordinance amending PART 17 – HOUSING CODE – of the Codified Ordinances of the City of North Canton, by the addition of Chapter 1705 - Unsafe Buildings.

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

Section 1. That PART 17 – HOUSING CODE of the Codified Ordinances of the City of North Canton, be, and the same is hereby amended to read as follows:

“Chapter 1705. UNSAFE BUILDINGS

1705.01 BUILDING OR STRUCTURE CONSTITUTING PUBLIC NUISANCES.

The phrase “buildings or structures constituting public nuisances” as used in this Chapter shall mean buildings or other structures which are unsafe, insecure, structurally defective, unstable or unsanitary; those buildings and structures which are inadequately provided with exit facilities; those buildings and structures which constitute a fire hazard; those buildings or structures unsuitable or improper for the use or occupancy to which they are put; those buildings or structures which constitute a hazard to health or safety because of inadequate maintenance, dilapidation or damage by fire or other cause; those buildings and structures which are obsolescent, abandoned, or contain inadequate or unsafe equipment or are otherwise dangerous to life and property; those buildings or structures which for any of the foregoing reasons or by reason of continued vacancy thereby resulting in lack of reasonable or adequate maintenance of structure or grounds are causing deterioration and a blighting influence on nearby properties and thereby depreciating the enjoyment and use of the property in the immediate vicinity to such an extent that it is harmful to the community in which such structure is situated.

1705.02 INSPECTION; WRITTEN REPORT

Upon receipt of information that a building or other structure constitutes a public nuisance for any one or more of the reasons set forth herein, the Superintendent of Permits and Inspections, shall cause to be made an inspection thereof. If after said inspection it is found that said building or structure constitutes a public nuisance for any one or more of the reasons herein contained, he shall cause to be filed a detailed written report of the condition in the office of the Mayor which shall be a matter of public record and he shall cause a written notice thereof to be served as hereinafter provided.

1705.03 NOTICE ORDERING ABATEMENT; CONTENT OF NOTICE; SERVICE OF NOTICE

(A) Whenever the Superintendent of Permits and Inspections finds any building or structure or portion thereof to be a public nuisance for any one or more of the reasons set forth herein, the Superintendent of Permits and Inspections shall give written notice to the owner or owners of record or holders of legal or equitable liens on the premises. The notice shall be written and specifically state the defects that cause the building to be unsafe and shall require the owner within a stated time to either complete the specified repairs or improvements or to demolish and remove the building or structure or portion thereof, leaving the premises in a clean, safe and sanitary condition being subject to the approval of the Superintendent of Permits and Inspections.

RECORD OF ORDINANCES

Duyten Legal Blank, Inc.

Form No. 30743

Ordinance No. _____ Passed _____, 20____

(B) Proper service of the notice set forth in 1705.03(A) shall be made by personal service, residence service or by certified mail; provided, however, that such notice shall be deemed to be properly served if a copy thereof is sent by certified mail to the owner's last known address. If a party cannot be located, nor his address ascertained, this notice shall be deemed to be properly served if a copy thereof is placed in a conspicuous place in or about the building or structure affected by such notice and further, a copy of this notice shall be published in a newspaper of general circulation in this county for a period of three consecutive days. If such notice is by certified mail, the time period within which the owner is required to comply with the notice of the Superintendent of Permits and Inspections shall begin as of the date he receives such notice.

(C) No action to demolish any structure or building shall be commenced sooner than thirty (30) days after the service of the notice described in Section (B) or thirty (30) days of the last date of publication of the notice.

(D) Within thirty (30) days of the receipt of the notice or last date of publication, the owners or holders of any legal or equitable liens of record may enter an agreement with the City to repair or demolish the structure or building provided that all agreements to repair or demolish shall be full performed within sixty (60) days or the agreement shall be void and the City may proceed as described below.

1705.04 RIGHT TO APPEAL

The owner or holder of any legal or equitable lien of record or agents thereof shall have the right to appeal from the notice and decision of the Superintendent of Permits and Inspections by a written notice of appeal to the Superintendent of Permits and Inspections within thirty (30) days of the receipt of the notice or last day of publication. The appeal shall be heard at a meeting of Zoning and Building Standards Board of Appeals not less than seven (7) nor more than twenty-one (21) days after the notice of appeal is received and shall be limited to a determination of whether the structure or building in question constitutes a nuisance for one or more of the reasons herein described or whether a proposed agreement to repair the structure or building rejected by the Superintendent of Permits and Inspections should be approved. At the hearing, the petitioner shall be given the opportunity to be heard and present evidence as to why the notice should be modified or withdrawn. The Zoning and Building Standards Board of Appeals shall then affirm, modify or reverse the decision of the Superintendent of Permits and Inspections at the end of the hearing. The petitioner shall have the right to appeal the decision of the Zoning and Building Standards Board of Appeals to the Stark County Court of Common Pleas within twenty-one (21) days after the decision of the Zoning and Building Standards Board of Appeals.

1705.05 POSTING OF SIGNS

The Superintendent of Permits and Inspections shall cause to be posted at each entrance to any building or structure found to be a nuisance for any one or more reasons set forth herein a notice to read: "THIS BUILDING IS UNFIT FOR OCCUPANCY AND ITS USE HAS BEEN PROHIBITED"

Such notice shall remain posted until the required repairs are made or demolition is completed. No person shall remove such notice without permission of the Superintendent of Permits and Inspections, or enter the building or structure, except for the purposes of making the required repairs or of demolishing same.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

1705.06 FAILURE TO COMPLY WITH NOTICE

If the persons served with a notice to repair or demolish and remove such building, structure or portion thereof which has been determined to be a public nuisance for one or more reasons set forth herein should fail within the time stated in said notice, such party shall be subject to the penal provisions of this Chapter and the Superintendent of Permits and Inspections shall proceed to have the building or structure or portion thereof, repaired or demolished and removed from the premises, leaving the premises in a clean, safe and sanitary condition and the cost of such work shall be paid by the City. If the City is not immediately reimbursed for such costs, the amount thereof shall be certified to the County Treasurer and levied as a special assessment against the property on which the building or structure is located and shall be collected in such a manner provided for special assessments. Such certification shall not, however, preclude other methods of recovery of such cost as may be authorized by general law.

1705.99 PENALTY

Whoever violates any provision of this Housing Code or any rule or regulation promulgated thereunder or fails to comply therewith or with any written notice or written order issued thereunder, or refuses to permit lawful entry by the Superintendent of Permits and Inspection or other City department heads or their representatives or interferes with, obstructs or hinders such Superintendent of Permits and Inspection, other City department heads or their representatives while attempting to make such inspection 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

g:\2012 legislation\50-12 unsafe building code.doc



Memo

from the City of North Canton Council Office

May 31, 2012

To: Dan Griffith, Chairman
Ordinance, Rules & Claims Committee

From: Gail Kalpac
Clerk of Council

Re: Report on Letters to Vacant Building Owners; Item 2b

Superintendent of Permits & Development Bowles will be present Monday, June 4, 2012 at the Committee of the Whole meeting to report on the letters that have been sent to the vacant building property owners.

Should you have any questions, please contact him directly.

Thank you.



City of NORTH CANTON, OHIO

145 NORTH MAIN STREET
NORTH CANTON OHIO 44720-2587

LEGISLATION REQUEST

May 29, 2012

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

Subject: N. Main Street Reconstruction – Phase VI

Requested By: [Signature] Date: 5/29/12
City Engineer

Approved By: [Signature] Date: 5/29/12
Director of Administration

Request: Authorizing the Mayor through the Board of Control to enter into a professional service agreement with ms consultants, inc. for construction inspection services for the N. Main Street Reconstruction – Phase VI project in an amount not to exceed \$300,000.00.

Funds have been allocated in account 330.547.5225 as part of the project costs and are included in the grant funding for this project.

EMERGENCY REQUESTED: Yes No

RECEIVED

MAY 29 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 by and between the City of North Canton and MS Consultants, Inc., for construction inspection services for the North Main Street Reconstruction - Phase VI Project, in an amount not to exceed \$300,000, 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 North Main Street Reconstruction - Phase VI Project, in an amount not to exceed \$300,000.

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
330.547.5225 Professional Services \$300,000

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 construction inspection services for the North Main Street Reconstruction - Phase VI 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
FINANCE DEPARTMENT

INTER-OFFICE MEMO
FINANCE DEPARTMENT

May 29 2012

TO: City Council
Mayor

FR: Marge Loretto

RE: Schedule of Anticipated Expenditures for 2013

Attached is the Preliminary Estimate Schedule of Expenditures for the calendar year 2013 as required by the North Canton Charter to be submitted by June 15. If there is any question, please don't hesitate to call me.

**CITY OF NORTH CANTON
PRELIMINARY ESTIMATED EXPENDITURES*
CALENDAR YEAR 2013**

FUND	TOTAL REVENUES & BALANCES	ESTIMATED EXPENDITURES	ESTIMATED TRANSFERS	ESTIMATED BALANCE @12/31/13
General Fund	\$ 7,381,700	\$ 5,750,000	\$ 1,500,000	\$ 131,700
Income Tax	\$ 6,800,000	400,000	5,503,000	897,000
Fire Department Levy	630,000	450,000	20,000	160,000
EMS Operating Levy	1,617,000	1,430,000	20,000	167,000
Computer Trust	6,700	5,000	-	1,700
Enforcement & Education	2,800	1,000	-	1,800
Street Construction M&R	1,244,000	1,130,000	10,000	104,000
Storm Sewer Imp Levy	436,934	425,000	-	11,934
Street Improvement Levy	540,000	500,000	-	40,000
Municipal Road	67,252	67,252	-	-
General Trust	6,500	6,500	-	-
Law Enforcement Trust	35,000	35,000	-	-
Compensated Absences	728,000	228,000	-	500,000
Continuing Prof. Education	4,500	4,500	-	-
Capital Improvement	7,417,250	7,000,000	-	417,250
Park Development	-	0	-	-
Issue 2 Improvement	852,937	852,937	-	-
Hoover District Improvement	2,600,000	2,600,000	-	-
Water Revenue	7,500,000	5,500,000	1,575,000	425,000
Water Exp, Rep & Imp	2,379,336	2,000,000	-	379,336
Sewer Revenue	4,700,000	2,600,000	50,000	2,050,000
Garbage Service	1,070,000	875,000	-	195,000
Insurance	1,450,000	1,040,000	-	410,000
North Canton CIC Escrow	557,000	100,000	-	457,000
Permit Fee	2,800	2,800	-	-
Required Deposits	55,000	7,000	-	48,000
	<u>\$ 48,084,709</u>	<u>\$ 33,009,989</u>	<u>\$ 8,678,000</u>	<u>\$ 6,396,720</u>

*Required to be Provided to Council by June 15th



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

CITY OF NORTH CANTON

Michael J. Grimes
Director of Administration

Legislation Request

To: Jon Snyder, Council President

Date: May 30, 2012

Subject: ODOT Sodium Chloride Participation Agreement 2012-2013 Season

I am requesting legislation or resolution authorizing the Mayor of North Canton to participate in the Ohio Department of Transportation (ODOT) Contract for the purchase of sodium chloride (rock salt) for the 2012 -2013 winter season. Time is of the essence as we just discovered the deadline for participation and an emergency ordinance is needed.

EMERGENCY REQUESTED YES NO

Respectfully,

Michael J. Grimes

c: Director of Finance
Supt. Utilities & Services

RECEIVED

MAY 29 2012

**COUNCIL OFFICE
NORTH CANTON, OHIO**

An ordinance authorizing the Mayor of the City of North Canton to submit a Participation Agreement and request authority for the City of North Canton to participate in the Ohio Department of Transportation's ("ODOT") Contract for the purchase of sodium chloride (rock salt) for the 2012-2013 winter season and declaring the same to be an emergency.

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Board to participate in contract of the of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles.

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 submit and request authority for the City of North Canton to Participate in the Ohio Department of Transportation's Contract for the purchase of sodium chloride (rock salt) for the 2012-2013 winter season.
- Section 2. That the Mayor is hereby authorized to agree in the name of the City of North Canton to be bound by all terms and conditions as the Director of Transportation prescribes.
- Section 3. That the Mayor is hereby authorized to agree in the name of the City of North Canton to directly pay vendors, under each such contract of the ODOT in which the City of North Canton participates.
- Section 4. That the City of North Canton agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of North Canton releases and forever discharges the Director of Transportation and ODOT from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchase program which the City of North Canton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.
- 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 7. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to meet the submission deadline of the application for the 2012-2013 season; 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.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 58-11 Passed May 23, 2011

5/17/11-gmk
(Finance & Property)

SAMPLE 2011 LEGISLATION

Ordinance No. 58-11

An ordinance authorizing the Mayor of the City of North Canton to submit a Participation Agreement and request authority for the City of North Canton to participate in the Ohio Department of Transportation's ("ODOT") Contract for the purchase of sodium chloride (rock salt) for the 2011-2012 winter season and declaring the same to be an emergency.

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Board to participate in contract of the of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles.

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 submit and request authority for the City of North Canton to Participate in the Ohio Department of Transportation's Contract for the purchase of sodium chloride (rock salt) for the 2011-2012 winter season.
- Section 2. That the Mayor is hereby authorized to agree in the name of the City of North Canton to be bound by all terms and conditions as the Director of Transportation prescribes.
- Section 3. That the Mayor is hereby authorized to agree in the name of the City of North Canton to directly pay vendors, under each such contract of the ODOT in which the City of North Canton participates.
- Section 4. That the City of North Canton agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of North Canton releases and forever discharges the Director of Transportation and ODOT from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchase program which the City of North Canton may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.
- 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 7. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to meet the submission deadline of the application for the 2011-2012 season; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

North Canton, OH
Passed: 5/23/11


MAYOR

SIGNED: 5/23, 2011

ATTEST:


CLERK OF COUNCIL



OHIO DEPARTMENT OF TRANSPORTATION

CENTRAL OFFICE • 1980 WEST BROAD STREET • COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR

May 1, 2012

Re: 018-13, Salt- Sodium Chloride

To Cooperative Purchasing Entities:

The Ohio Department of Transportation will begin the process of soliciting tonnage from our districts and cooperative contracting local entities in anticipation of the 2012-2013 sodium chloride bid.

Similar to last season, the Department plans to post the Invitation to Bid on or about June 14th, 2012. The "Winter Use" contract will have the traditional 80-120% capacity applied to the estimated tonnage and will be awarded on or about July 8, 2012. It will have an effective date beginning October 1, 2012 and terminating April 30, 2013.

If you intend to participate in the Winter Use contract, please contact the Department at your earliest opportunity with the following pieces of mandatory information:

- 1) Your participation agreement which includes:
 - a. required annual sodium chloride tonnage
 - b. The location of the delivery for your sodium chloride; and
- 2) A copy of the resolution, signed cooperative agreement or legislation from your legislative body committing to participate in the contract.

The updated cooperative agreement form can be found on the ODOT website at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/Coop-Salt-ResolutionAgree.doc>

All agreements must be received by our office prior to May 31th, 2012. This will allow our office sufficient time to add your requirements to our bidding documents.

YOUR REQUEST WILL NOT BE PROCESSED UNTIL ALL OF THE ABOVE INFORMATION IS RECEIVED BY THE DEPARTMENT

If you have questions or concerns about this bidding opportunity, feel free to contact our Customer Service office at 800-459-3778 or 614-466-3778

Respectfully,

A handwritten signature in black ink that reads "Megan O'Callaghan".

Megan O'Callaghan, P.E.

Deputy Director,

Division of Construction Management

SAMPLE OF WHAT IS SUBMITTED

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)

DATE SUBMITTED: May 30, 2012

RESOLUTION/ORDINANCE as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Administrator Michael J. Grimes
(Agent)

Hereby Requests Authority in The Name of City of North Canton
(Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract - 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)
4300 Freedom Ave North Canton, OH 44720	1,200	4000

NOTE: USUALLY WE REQUIRE 7200 TONS
BUT STILL HAVE LEFTOVER FROM
2011-2012 WINTER SEASON

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)
Continued

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

(Authorized Signature and Title) *(Date)*

Michael J. Grimes, Director of Administration
(Print Exactly as Signed Above)

Stark
(County Location)

City of North Canton
(Political Subdivision)

145 North Main Street
(Street) *(P.O. Box)*

North Canton *Ohio* *44720-2587*
(City) *(State)* *(Zip plus 4)*

Richard Rhodes or James Davis *330-499-1528*

(Contact Name Responsible for Ordering Salt) *(Phone Number)*

rrhodes@northcantonohio.com
(E-Mail Address)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of the Invitation to bid.

Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc>

Email the completed resolution to contracts.purchasing@dot.state.oh.us.