



# City of North Canton, Ohio

Council Office  
145 North Main Street  
North Canton, Ohio 44720.2587  
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[www.northcantonohio.com](http://www.northcantonohio.com)

email: [citycouncil@northcantonohio.com](mailto:citycouncil@northcantonohio.com)

## Committee of the Whole Meeting Agenda Monday, March 4, 2013 – 7:00 p.m.

North Canton City Council will meet as a Committee of the Whole **Monday, March 4, 2013 at 7:00 p.m.** in Council Chambers at North Canton City Hall.

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

### 1. Community & Economic Development Committee

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

Community Reinvestment Area Tax Incentive Agreement Patrick J. and Georgann Palonder  
Marcia Kiesling

### 2. Street & Alley Committee

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

State Route 43 – Market Avenue North  
Dan Griffith

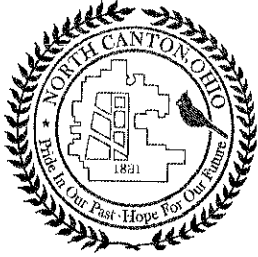
### 3. Finance & Property Committee

Chairman: Jon Snyder  
Vice Chairwoman: Marcia Kiesling  
Member: Dan Griffith

a. Financial Statement – January, 2013  
Jon Snyder

b. Ambulance – Lease Purchase  
Jon Snyder

Gail M. Kalpac  
Clerk of Council



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

**CITY OF NORTH CANTON**  
**Michael J. Grimes**  
Director of Administration

**Legislation Request**

To: Jon Snyder, Council President

Date: February 27, 2013

Subject: Council legislation to terminate the Community Reinvestment Area Tax Incentive Agreement between Patrick J. and Georgann Palonder and the City of North Canton for the 2011 Tax Year reviewed in 2012.

The Tax Review Council met on Thursday, March 15, 2012 to review the active commercial / industrial Community Reinvestment Tax Incentive Agreement located in North Canton's Community reinvestment Area. The TIRC recommended the City terminate the agreement with Palonder since they did not meet the payroll or job creation requirements as stated in the CRA Agreement. Mr. Palonder did not provide a Section C Form which makes it impossible to evaluate compliance.

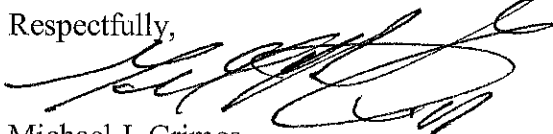
Mr. Palonder did attend and speak at a subsequent Council meeting. Mr. Palonder was advised to provide a completed Section C Form to the City.

As of this date, Mr. Palonder has not supplied the original requested Section C Form so that his payroll is verifiable.

Request: Although Mr. Palonder has in the past provided documentation, has erected a building in the City and currently states he has hired two (2) additional insurance agents, he has not provided the Section C Form as required. Because of this failure to provide the Section C Form as required and as asked by City Council in 2012, I recommend that the agreement with Mr. Palonder be terminated.

EMERGENCY REQUESTED     YES     NO

Respectfully,

  
Michael J. Grimes

Cc: Eric Bowles, Director of Permits & Development  
Finance Director Karen Alger  
File

An ordinance accepting the recommendations of the City of North Canton Tax Incentive Review Council ("TIRC"), concerning the agreements granting exemptions from property taxation, to terminate one of the six existing Community Reinvestment Area ("CRA") agreements 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 Council accepts and agrees with the TIRC's recommendation to terminate the Community Reinvestment Area Agreement between the City of North Canton and Patrick J. & Georgann Palonder, dated June 15, 2006.
- Section 2. That a copy of this Ordinance shall be forwarded to the Ohio Department of Development.
- Section 3. That it is found and determined that all formal actions of this Council and of any of its committees concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council or of any of its committees that resulted in such formal action, were in meetings open to the public, compliance with all legal requirements.
- Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to meet the Ohio Department of Development's filing deadline for submission of the TIRC's recommendation; wherefore, provided it receives the affirmative vote of six 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: \_\_\_\_\_, 2013

ATTEST:

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

COMMUNITY REINVESTMENT AREA AGREEMENT

This agreement made and entered into by and between the City of North Canton, Stark County, Ohio, a municipal corporation, with its main offices located at 145 North Main Street, North Canton, Ohio, hereinafter referred to as "City" and Patrick J. & Georgann Palonder, an Ohio Corporation, with its main office located at 1401 South Main Street, North Canton, Ohio, and the project site located at 225 North Main Street, North Canton, Ohio, hereinafter referred to as "Property Owner", WITNESSETH;

WHEREAS, the City of North Canton, Stark County, Ohio, has encouraged the development of real property and the acquisition of personal property located in the area designated as the City of North Canton, Main Street Community Reinvestment Area; and

WHEREAS, Patrick J. & Georgann Palonder is desirous to construct a new 2,367 square foot building in North Canton located at 225 North Main Street, (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned City of North Canton, Main Street Community Reinvestment Area, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of North Canton, Stark County, Ohio, by Ordinance No. 22-99 adopted March 8, 1999, designated the area as the "City of North Canton, Main Street Community Reinvestment Area" pursuant to 3735 of the Ohio Revised Code; and

WHEREAS, effective June 23, 1999, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Ordinance No. 22-99 contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code, and confirmed said area as a Community Reinvestment Area under said Chapter 3735; and

WHEREAS, the City of North Canton, having the appropriate authority for the stated type of project is desirous of providing Patrick J. & Georgann Palonder with incentives available for the development of the PROJECT in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the Property Owner has submitted a proposed agreement application (herein attached as Exhibit A) to the City of North Canton said application (hereinafter referred to as "APPLICATION"); and

WHEREAS, the Property Owner has remitted the required state application fee of \$750.00 made payable to the Ohio Department of Development with the application to be forwarded to said department with a copy of the final agreement; and

WHEREAS, the Housing Officer of the City has investigated the application of the Property Owner and has recommended the same to the Council of the City on the basis that the Property Owner is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City;

WHEREAS, the project site as proposed by Patrick J. & Georgann Palonder is located in the North Canton School District and the Board of Education of the North Canton School District has been notified in accordance with Section 57-9.83 and been given a copy of the APPLICATION; and

WHEREAS, pursuant to Section 3735.67(A) and in conformance with the format required under Section 3735.671(B) of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

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 herein agree as follows:

1. The Property Owner shall construct a new building on the property located at 225 North Main Street, North Canton, Ohio (the "Project Site") to create approximately 2,367 square feet of office space.

The Project will involve a total investment by the Property Owner, of \$325,000.00, plus or minus 10%, at the Project Site. This entire investment amount represents improvements to existing buildings.

The Project shall commence no sooner than the earliest date provided by the passage of Ordinance No. 59-06 and shall be completed within one year of said date.

2. The Property Owner shall create within a time period not exceeding 12 months after the completion of construction, the equivalent of 2 new full-time permanent job opportunities.

The Property Owner's schedule for hiring is as follows: 2 full-time in year one. The job creation period begins December 2006 and all jobs will be in place by December 2007.

The increase in the number of permanent employees at the completion of the hiring schedule will result in approximately \$50,000 dollars of additional annual payroll. The following is an itemization by the type of new jobs created: full-time permanent \$50,000.

3. The Property Owner shall advise the Community Reinvestment Area Housing Officer of any new tenant during the abatement period, no less than forty-five (45) days before occupancy, in order for the City of North Canton to meet its obligations when notification requirements pertain.
4. The Property Owner shall be aware that the Director of Finance of the City of North Canton will monitor the payroll, through the Income Tax Department, to ensure that the payroll at said facility is less than \$1,000,000 annually.
5. The Property Owner, as appropriate, shall provide to the proper Tax Incentive Review Council any information reasonably requested by the Housing Officer and/or the Council to evaluate the Property Owner's compliance with this Agreement, including returns filed pursuant to Section 5711.02 of the Ohio Revised Code, if requested by the Housing Officer and/or the Council.

6. The City hereby grants the Property Owner a tax exemption for real property improvements made on the Project Site in connection with the Project pursuant to Section 3735.67 of the Ohio Revised Code, which exemption shall be in the following amounts:

<u>Duration of Tax Exemption</u>	<u>Tax Exemption Amount</u>
15 YRS	50%

- The exemption shall commence the first year for which the real property would be taxable were that property not exempted from taxation; provided, however, that the City and the Property Owner hereby agrees that the exemption shall not commence until the Project has been substantially completed. No exemption shall commence after January 1, 2007 or extend beyond December 31, 2022. The Property Owner must file the appropriate tax form (to be provided by the City) with the City Housing Officer to effect and maintain the exemptions covered in this Agreement.
7. The Property Owner shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such Property and shall file all tax reports and returns as required by law. If the Property Owner fails to pay such taxes or file such returns and reports, all exemptions from taxation granted under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.
  8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this Agreement, including, with limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
  9. If for any reason the Community Reinvestment Area designation expires, the Director of the Ohio Department of Development revokes certification of the Community Reinvestment Area, or entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Property Owner materially fails to fulfill its respective obligations under this Agreement, and the City terminates or modifies the exemptions from taxation granted pursuant to this Agreement.
  10. If the Property Owner materially fails to fulfill its obligations under this Agreement, or if the City of North Canton determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City of North Canton may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement.
  11. The Property Owner hereby certifies that at the time this agreement is executed, it 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 it is liable under Chapter 5733., 5735., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Property Owner currently is paying the delinquent taxes pursuant to an understanding enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy

under 11 USCA. 202, et seq., or such a petition has been filed against the Property Owner. 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.

12. The Property Owner affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owned are being contested in a court of law or not.
13. The Property Owner acknowledges that this agreement must be approved by formal action of the legislative authority of the City of North Canton as a condition for the agreement to take effect. This agreement takes effect upon the approval of such legislative authority and the signature of the parties.
14. The City of North Canton has developed a policy to ensure recipients of Community Reinvestment Area tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Property Owner is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
15. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Property Owner, any successor property owner, or any related member (as those terms are defined in Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
16. That Property Owner affirmatively covenants that it has made no false statements to the State or local political subdivisions in the process of obtaining approval of the Community Reinvestment Area incentives. If any representative of the Property Owner has knowingly made a false statement to the State or local political subdivision to obtain the Community Reinvestment Area incentives, the Property Owner shall be required to immediately return all benefits received under the Community Reinvestment Area Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
17. This Agreement is not transferable or assignable without the express, written approval of the City of North Canton.

IN WITNESS WHEREOF, the City of North Canton, Ohio, has caused this Agreement to be duly executed on its behalf and Patrick J. & Georgann Palonder has caused the same to be duly executed on their behalf on this 15<sup>th</sup> day of June, 2006.

City of North Canton

BY: W. D. J. Held  
MAYOR

SIGNED: \_\_\_\_\_

Patrick J. Palonder

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

Georgann Palonder

By: Georgann Palonder

SIGNED: Georgann Palonder

Approved as to form:

Randy McFarren  
Randy McFarren  
Director of Law  
City of North Canton, Ohio



RECEIVED

FEB 26 2013

ADMINISTRATION  
NORTH CANTON, OHIO



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

## LEGISLATION REQUEST

February 26, 2013

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

Subject: **State Route 43 - Market Ave. North**

Requested By: *J.B. [Signature]*  
City Engineer

Date: 2/26/2013

Approved By: *[Signature]*  
Director of Administration

Date: 2/26/2013

The Ohio Department of Transportation (ODOT) has submitted the attached request for Participatory Legislation for ODOT's **SR 43 (Market Ave.) Project**. This project is to widen Market Ave. to 5 lanes from 50<sup>th</sup> Street to Applegrove Street.

We should be able to obtain an Ohio Public Works Commission (OPWC) grant for any required local funds.

EMERGENCY REQUESTED: Yes **X** No   

RECEIVED

FEB 26 2013

COUNCIL OFFICE  
NORTH CANTON, OHIO



# OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 4 • 2088 SOUTH ARLINGTON ROAD • AKRON, OHIO 44306 • (800) 603-1054  
JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • ANTHONY M. URANKAR, DISTRICT DEPUTY DIRECTOR

February 15, 2013

City of North Canton  
145 North Main Street  
North Canton, OH 44720

Attention: James Benekos, City Engineer

Subject: STA-SR43-17.24; PID 93376

Dear Mr. Benekos:

Attached are two (2) forms of Participatory Legislation for the subject project that will begin construction in fiscal year, 2016. Per Section 5521.01 of the Ohio Revised Code, the Director of Transportation is required to request and receive legislation from municipalities, prior to making any necessary repairs to State Highways within the corporate limits. Please have both originals of the Legislation signed then return both to this office for further processing. Once they are signed in the District, one copy will be returned to you for your records.

This legislation may be retyped to suit local preferred format, however, no information may be deleted from the legislation, and the **Certificate of Copy, State of Ohio** must be returned signed and containing a line for the Director of Transportation's signature. Also, please put the county, route and section, along with the PID Number of the project on the cover letter, so the correct project information can be put with the related legislation. We would appreciate receiving this legislation by: April 15, 2013.

Once a scope is determined a copy will be sent for your review and comment. With the scope, a breakdown of items what will be our cost will be included. Your cooperation is greatly appreciated in this matter. Should you have any questions, please feel free to contact me at (330) 786-4921.

Respectfully,

James G. Kinnick, P.E.  
Planning & Engineering Administrator

Steven J. Rebillot  
Planning Administrator

JGK/SJR:vb

Enclosures

cc: file

COPY

RECEIVED

FEB 20 2013

NORTH CANTON  
ENGINEERING DEPT.

**PRELIMINARY LEGISLATION**  
**RC 5521.01**

**COPY**

Ordinance/Resolution# \_\_\_\_\_  
PID No. 93376  
County/Route/Section STA-SR43-17.24

The following is \_\_\_\_\_ enacted by the City of North Canton of Stark  
(An Ordinance/a Resolution) (Local Public Agency)  
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

Construction of sidewalk along SR43 (Market Street) within the City Limits.

NOW THEREFORE, be it ordained by City of North Canton of Stark County, Ohio.  
(LPA)

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in the cost of construction within the City limits at twenty percent (20%) total cost.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations and reimbursements shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The \_\_\_\_\_ of said \_\_\_\_\_ is hereby empowered on behalf of  
(Contractual Agent) (LPA)  
the \_\_\_\_\_ to enter into contracts with ODOT pre-qualified consultants  
(LPA)

for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the \_\_\_\_\_ is also empowered to assign  
(Contractual Agent)  
all rights, title, and interests of the \_\_\_\_\_ to ODOT arising from  
(LPA)

any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: \_\_\_\_\_, 20\_\_\_\_  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

\_\_\_\_\_  
(Officer of LPA - title)

Attested: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(President of Council)

This \_\_\_\_\_ is hereby declared to be an emergency measure to  
(Ordinance/Resolution)

expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY  
STATE OF OHIO

City of North Canton of Stark County, Ohio  
(LPA)

I, \_\_\_\_\_, as Clerk of the City of North Canton  
(LPA)

of Stark County, Ohio, do hereby certify that the forgoing is a true and  
correct copy of \_\_\_\_\_ adopted by the legislative Authority of the said  
(Ordinance/Resolution)

City on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(LPA)

that the publication of such \_\_\_\_\_ has been made and certified of  
(Ordinance/Resolution)

record according to law; that no proceedings looking to a referendum upon such  
\_\_\_\_\_ have been taken; and that such

(Ordinance/Resolution) \_\_\_\_\_  
and certificate of publication thereof are of record in \_\_\_\_\_  
Page \_\_\_\_\_  
(Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if  
applicable, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Clerk

(CITY SEAL)

\_\_\_\_\_ of \_\_\_\_\_, Ohio  
(LPA)

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to  
accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.  
For the \_\_\_\_\_ of \_\_\_\_\_, Ohio  
(LPA)

Attest: \_\_\_\_\_, Date \_\_\_\_\_

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation

An ordinance enacted by the Mayor of the City of North Canton of Stark County, Ohio, hereinafter referred to as the Local Public Agency ("LPA"), and declaring the same to be an emergency.

Section 1. PROJECT DESCRIPTION:

Whereas, the State has identified the need for the described project: Construction of sidewalk along State Route 43 (Market Street) within the City Limits.

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

Section 2. CONSENT STATEMENT:

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above-described project.

Section 3. COOPERATION STATEMENT:

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in the cost of construction within the City limits at twenty (20%) total cost.

The LPA further agrees to pay one hundred percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other section herein.

Section 4. UTILITIES AND RIGHT-OF-WAY STATEMENT:

The LPA agrees to acquire and/or make available to Ohio Department of Transportation ("ODOT"), in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understand that right-of-way costs include eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, relocations and reimbursements shall comply with current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 5. MAINTENANCE:

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

Section 6. AUTHORITY TO SIGN:

The Mayor of said City of North Canton is hereby empowered on behalf of the City of North Canton to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the Mayor is also empowered to assign all rights, title and interests of the City of North Canton to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

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

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary to expedite the highway project(s) and to promote highway safety; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

North Canton, OH  
Passed:

\_\_\_\_\_  
MAYOR  
SIGNED: \_\_\_\_\_, 2013

ATTEST:

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





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

**CITY OF NORTH CANTON**  
**Michael J. Grimes**  
Director of Administration

Legislation Request

To: Jon Snyder, Council President  
Date: February 26, 2013  
Subject: Ambulance - Lease Purchase

Please place the following legislative request on a Committee of the Whole Agenda, to authorize the Mayor of the City of North Canton, through the Board of Control to enter into a three year, tax-exempt Lease Purchase Agreement for the lease purchase of a new ambulance, for use by the North Canton Fire/EMS Department, to be acquired within the purview of the Ohio Cooperative Purchase Act, at a cost not to exceed a total cost of \$205,000.00.

Further, permission is requested to trade in the 1992 International Road Rescue Ambulance, Vin# 1HTSCPEM7PH482176 that is being replaced with this new purchase.

2013 Budget Line # 330.236.5500 - \$105,000.00

EMERGENCY REQUESTED      X   YES           NO

Respectfully Submitted,

Michael J. Grimes

Cc: Finance Director Alger  
Fire Chief Bacon  
File

**RECEIVED**

**FEB 26 2013**

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 three year, tax-exempt Lease Purchase Agreement for the lease purchase of a new ambulance, to trade-in one 1992 International Road Rescue Ambulance, VIN No. 1HTSCPEM7PH482176, no longer needed for municipal purposes, and apply said trade-in amount towards the purchase price of a new ambulance, for use by the City of North Canton Fire/EMS Department, to be acquired within the purview of the Ohio Cooperative Purchase Act, at a cost not to exceed \$205,000, 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 tax-exempt Lease Purchase Agreement for the lease purchase of a new ambulance, for use by the City of North Canton Fire/EMS Department, to be acquired within the purview of the Ohio Cooperative Purchase Act and at a cost not to exceed \$205,000.

Section 2. That the Mayor of the City of North Canton, be, and is hereby authorized to trade-in one 1992 International Road Rescue Ambulance, VIN No. 1HTSCPEM7PH482176, no longer needed for municipal purposes, and apply said trade-in amount towards the purchase price of a new ambulance, for use by the City of North Canton Fire/EMS Department.

Section 3. That the Lease Purchase Agreement will be tax-exempt, for a three year period, with annual payments.

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 contract from the following appropriation:

330	CAPITAL IMPROVEMENT FUND	
330.236.5500	Equipment	\$105,000

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 of North Canton and further necessary for the timely lease purchase of a new ambulance and to ensure the continued efficient operation of the Fire/EMS Department; wherefore, provided it receives the affirmative vote of six 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.

# City of North Canton Statement of Cash from Revenue and Expense

As Of: 1/1/2013 to 1/31/2013  
Funds: 101 to 873

Include Inactive Accounts: No

Code	Description	Beginning Bal.	YTD Net Rev.	YTD Net Exp.	UnExp. Balance	YTD Encumb.	Ending Bal.	Message
101	GENERAL FUND	\$1,958,225.60	\$94,713.75	\$375,808.16	\$1,677,131.19	\$255,342.18	\$1,421,789.01	
203	INCOME TAX FUND	\$1,172,072.34	\$650,928.09	\$38,550.90	\$1,784,449.53	\$10,985.41	\$1,773,464.12	
204	FIRE OPERATING FUND	\$49,952.99	\$112.59	\$44,746.04	\$5,319.54	\$12,861.85	(\$7,542.31)	
205	EMS OPERATING FUND	\$200,964.52	\$45,388.29	\$102,286.79	\$144,066.02	\$26,144.41	\$117,921.61	
206	COMPUTER TRUST FUND	\$12,560.60	\$420.00	\$86.30	\$12,894.30	\$113.70	\$12,780.60	
207	ENFORCEMENT AND EDUCATION FUND	\$11,821.63	\$125.00	\$0.00	\$11,946.63	\$0.00	\$11,946.63	
208	STREET CONST M & R FUND	\$456,447.34	\$60,324.15	\$59,806.93	\$456,964.56	\$229,493.22	\$227,471.34	
209	STORM SEWER IMPROVE LEVY FUND	\$519,539.51	\$0.00	\$47,821.06	\$471,718.45	\$197,032.49	\$274,685.96	
210	STREET IMPROVE LEVY FUND	\$411,495.48	\$0.00	\$0.00	\$411,495.48	\$122,289.75	\$289,205.73	
211	MUNICIPAL ROAD FUND	\$1,780.23	\$0.00	\$0.00	\$1,780.23	\$0.00	\$1,780.23	
212	GENERAL TRUST FUND	\$41,534.38	\$0.00	\$0.00	\$41,534.38	\$17,361.00	\$24,173.38	
213	LAW ENFORCEMENT TRUST FUND	\$29,140.57	\$0.00	\$0.00	\$29,140.57	\$0.00	\$29,140.57	
214	COMPENSATED ABSENCES FUND	\$590,911.50	\$0.00	\$0.00	\$590,911.50	\$0.00	\$590,911.50	
215	CONTINUING PROF EDUCATION FUND	\$540.00	\$0.00	\$0.00	\$540.00	\$0.00	\$540.00	
216	COMMUNITY DISASTER RELIEF	\$1,160.00	\$50.00	\$0.00	\$1,210.00	\$0.00	\$1,210.00	
330	CAPITAL IMPROVEMENT FUND	\$3,798,618.16	\$16,117.08	\$57,445.68	\$3,757,289.56	\$1,481,798.31	\$2,275,491.25	
331	PARK DEVELOPMENT FUND	\$53.03	\$0.00	\$0.00	\$53.03	\$0.00	\$53.03	
332	ISSUE 2 IMPROVEMENT FUND	\$202,578.21	\$0.00	\$0.00	\$202,578.21	\$0.00	\$202,578.21	
333	HOOVER DISTRICT IMP. FUND	(\$20,444.94)	\$168,478.79	\$0.00	\$148,033.85	\$87,606.57	\$60,427.28	
650	WATER REVENUE FUND	\$2,629,721.06	\$482,533.55	\$632,053.27	\$2,480,201.34	\$1,250,429.40	\$1,229,771.94	
651	WATER EXP, REPLACE & IMP FUND	\$1,079,767.15	\$0.00	\$7,234.67	\$1,072,532.48	\$93,470.19	\$979,062.29	
652	SEWER REVENUE FUND	\$2,238,428.44	\$279,028.43	\$314,988.44	\$2,202,468.43	\$422,750.31	\$1,779,718.12	
654	GARBAGE SERVICE FUND	\$253,271.42	\$75,581.31	\$11,642.44	\$317,210.29	\$205,628.88	\$111,581.41	
761	INSURANCE FUND	\$813,883.85	\$101,318.34	\$66,798.29	\$848,403.90	\$1,297,500.30	(\$449,096.40)	
870	NORTH CANTON CIC ESCROW FUND	\$557,000.00	\$0.00	\$0.00	\$557,000.00	\$0.00	\$557,000.00	
871	PERMIT FEE FUND	\$2,089.10	\$271.28	\$0.00	\$2,360.38	\$1,481.44	\$878.94	
873	REQUIRED DEPOSITS FUND	\$55,695.75	\$3,100.00	\$39.02	\$58,756.73	\$0.00	\$58,756.73	
<b>Grand Total:</b>		<b>\$17,068,807.92</b>	<b>\$1,978,490.65</b>	<b>\$1,759,307.99</b>	<b>\$17,287,990.58</b>	<b>\$5,712,289.41</b>	<b>\$11,575,701.17</b>	

CITY OF NORTH CANTON  
FUND BALANCE RECONCILIATION

January 31, 2013

Consolidated Fund Balance		\$17,287,990.58
Less Treasury Investments Held at Cost:		
	<u>INTEREST</u>	<u>PRINCIPAL</u>
Federal Gov't Securities (UBS)	0.00	\$10,158.20
StarPlus	111.50	597,342.76
Chase Money Market	177.83	3,003,342.85
Huntington Bank (CDARS)	0.00	1,000,000.00
Huntington Bank (CDARS)	0.00	1,000,000.00
Huntington Bank (CDARS)	498.84	500,000.00
Huntington Bank Money Market	0.00	1,200,000.00
North Canton CIC Escrow	0.00	557,000.00
First Merit Money Market	499.57	4,564,252.95
Sweep Account	98.02	0.00
	<u>\$1,385.76</u>	<u>\$12,432,096.76</u>
Total Treasury Investments		<u>12,432,096.76</u>
Checking Account Balance		<u>\$4,855,893.82</u>
Bank Balance:	Checking Account:	\$3,744,674.26
	SWEEP	<u>890,000.00</u>
		4,634,674.26
Minus:	Outstanding Checks:	(\$35,518.43)
Misc Adjustments		(35,518.43)
BANKCARDS IN TRANSIT	\$4,465.00	
MISC ADJ BNAKCARDS	(\$812.79)	
AR BOX IN TRANSIT	(\$2,099.02)	
AR BOX STOP PYMNT IN TRANSIT	(\$271.90)	
EMS ON LINE IN TRANS	(\$358.72)	
NSF CHECK BALANCE	667.71	
OP&F IN TRANSIT	23,651.83	
POLICE DEPOSIT IN TRANSIT	10.00	
PAYROLL IN TRANSIT	<u>231,485.88</u>	
		\$256,737.99
		<u>256,737.99</u>
Adjusted Bank Balance		<u>\$4,855,893.82</u>

Respectfully submitted,

*Karen S. Alger*

Karen S. Alger  
Director of Finance

CITY OF NORTH CANTON  
 INVESTMENT REGISTER  
 FOR THE CALENDAR YEAR 2013

PURCHASE DATE	FINANCIAL INSTITUTION	SECURITY/ACCOUNT NUMBER	INTEREST RATE	PAR AMT / CARRYING VALUE	BEGINNING VALUE	Analysis Settle Charge Domestic Wire	PURCHASE (REDEEMED)	INTEREST	REVENUE NUMBER	DAYS HELD	ENDING BALANCE
1/1/2013	Paine Webber, Inc.	CLM9153J	7.00	\$ 28,771.16	\$ 10,158.20		\$ -	\$ -		60	\$ 10,158.20
1/1/2013	Star Ohio	12794	Various	\$ -	\$ -		\$ -	\$ -		30	\$ -
1/1/2013	Star Plus	104790896880	0.25	\$ 597,342.76	\$ 597,342.76		\$ 111.50	\$ 111.50	84	30	\$ 597,439.10
1/1/2013	Chase Bank - Money Market	3003159104	0.10	\$ 3,003,342.85	\$ 3,003,342.85	\$ -	\$ 177.83	\$ 177.83	84	30	\$ 3,003,520.68
3/29/2012	Huntington (CDARS)	1013641826	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
9/27/2012	Huntington (CDARS)	1013642733	0.30	\$ 1,000,000.00	\$ 1,000,000.00		\$ -	\$ -		365	\$ 1,000,000.00
6/21/2012	Huntington (CDARS)	1013980221	0.20	\$ 500,498.84	\$ 500,000.00		\$ 498.84	\$ 498.84	84	183	\$ 500,498.84
12/19/2012	Huntington - Money Market		0.20	\$ 1,200,000.00	\$ 1,200,000.00		\$ -	\$ -		30	\$ 1,200,000.00
1/1/2013	N.Canton CIC Escrow Account	5922003646	Various	\$ 557,000.00	\$ 557,000.00		\$ -	\$ -		30	\$ 557,000.00
1/1/2013	First Merit Bank - Money Market	58490000040	0.10	\$ 4,564,252.95	\$ 4,564,252.95		\$ 499.57	\$ 499.57	84	30	\$ 4,564,752.52
1/1/2013	First Merit Bank - Sweep	1080 4424	Various	\$ -	\$ -		\$ -	\$ 98.02	84	30	\$ -
1/31/2013	Balance			\$ 12,432,096.76	\$ 12,432,096.76	\$ -	\$ 1,287.74	\$ 1,385.76			\$ 12,433,369.34