

**North Canton City Council Notice
Committee of the Whole Agenda
Monday, October 6, 2014 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, October 6, 2014, at 7:00 p.m.** in Council Chambers at North Canton City Hall.

Items to be discussed, not necessarily in the order indicated:

1. Ordinance, Rules and Claims Committee

Chairperson: Stephanie Werren
Vice Chairperson: Doug Foltz
Mark Cerreta
Dominic Fonte
Dan Griffith
Marcia Kiesling
Daniel Peters

Ordinance authorizing the Mayor to enter into a contract with the Stark County Public Defender's Office for the term of one year commencing January 1, 2015 through December 31, 2015.

2. Finance and Property Committee

Chairperson: Stephanie Werren
Vice Chairperson: Doug Foltz
Mark Cerreta
Dominic Fonte
Dan Griffith
Marcia Kiesling
Daniel Peters

Resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor, and declaring the same to be an emergency.

Mary Beth Bailey
Clerk of Council

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

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. 77 - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court for a period of one year commencing January 1, 2015 and ending December 31, 2015.

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

- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court.
- Section 2. That the contract by and between the City of North Canton and the Stark County Public Defender's Office shall be effective for a period of one year commencing January 1, 2015 and ending December 31, 2015.
- Section 3. That the Director of Finance of the City of North Canton, Ohio, be, and is hereby authorized to draw funds necessary for the payment of the above specified contract from the applicable appropriation upon receipt of vouchers duly approved by the proper departmental authority.
- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that it shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2014.

David Held, Mayor

Signed: _____, 2014

ATTEST:

Mary Beth Bailey, Clerk of Council

MEMORANDUM OF AGREEMENT

It is agreed among the City of North Canton, the Stark County Public Defender Commission and the Ohio Public Defender Commission that Section 3 of the Contract for Municipal Ordinance Representation, dated December 9, 2013, shall be exercised to renew the Contract for an additional one year period commencing January 1, 2015 and terminating December 31, 2015.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 201____,

WITNESSES:

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY: _____

CITY OF NORTH CANTON, OHIO

BY: _____

OHIO PUBLIC DEFENDER COMMISSION

BY: _____

APPROVED AS TO FORM:

CITY OF NORTH CANTON

CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

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

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

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

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

1. Scope of Work

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

2. Compensation

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

Payments shall be made in the following manner:

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

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

3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2014 and shall terminate December 31, 2014 with an option to renew this contract for a period of one (1) year, commencing January 1, 2015 and terminating December 31, 2015.

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

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

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

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

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

9. Work Plan

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

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

10. Determination of Indigency

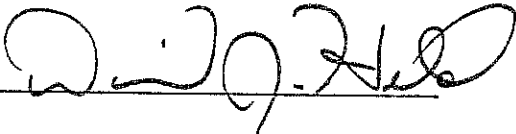
The Standards of Indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

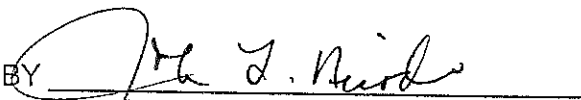
11. Upon a thirty (30) day written notice either party may re-negotiate the contract or accompanying "Work Plan quarterly for good cause.

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

CITY OF NORTH CANTON, OHIO


STARK COUNTY PUBLIC DEFENDER COMMISSION

BY 

BY 

TITLE Mayor

TITLE Chairman

WITNESS 

WITNESS 

DATE Dec. 13, 2013

DATE 1-9-14

APPROVE AS TO FORM:

OHIO PUBLIC DEFENDER COMMISSION

BY 

TITLE Ohio Public Defender

WITNESS _____

DATE 1-22-14



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: Daniel J. Peters, Council President
Date: October 1, 2014
Subject: **Contract with the Stark County Public Defeneder.**

Please place the following legislative request on the next Committee of the Whole agenda. This request is to authorize the Mayor to enter into a contract with the Stark County Public Defender's Office for the term January 1, 2015 through December 31, 2015. The contract engages the Stark County Public Defender to provide legal counsel in Canton Municipal Court for indigent persons charged with violations of North Canton City Ordinances. The cost to each case represented by Stark County Public Defender is \$200.00.

EMERGENCY REQUESTED YES NO

Respectfully,

Michael J. Grimes

c: Director of Finance

RECEIVED

OCT 01 2014

COUNCIL OFFICE
NORTH CANTON, OHIO

RECORD OF ORDINANCES

City of North Canton, Ohio

Form No. 20043

Ordinance No. 75-13

Passed December 9, 2013

11/6/13-gmk
(Finance & Property)

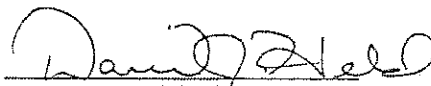
Ordinance No. 75-13

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a contract by and between the City of North Canton and the Stark County Public Defender's Office for the purpose of providing legal counsel to indigent North Canton persons in Canton Municipal Court for a period of one (1) year beginning January 1, 2014 and ending December 31, 2014.

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

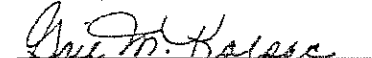
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- Section 4. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.
- Section 5. That this ordinance shall take effect and be in full force from and after the earliest period allowed by law.

North Canton, OH
Passed: 12/9/13


MAYOR

SIGNED: 12/09, 2013

ATTEST: 1


CLERK OF COUNCIL

STARK COUNTY PUBLIC DEFENDER OFFICE

RECEIVED

ATTORNEYS

KRISTINA R. POWERS
STEVEN A. REISCH
KENNETH W. FRAME
KIMBERLY L. STOUT
CRISTIN A. ROUSH
STACEY M. ZIPAY
REGINA M. FRANK
EMILY R. TRETTEL
KEVIN J. ANKNEY
MARK OSTROWSKI
ANGELIQUE RUHL
KELSEY R. DIFRANCESCO
MARIA TORRES CHIN
TONY WISE
MATTHEW C. DeROSA
BRANDON J. WALLENBAUGH

201 Cleveland Ave. S.W.
Suite 104
Canton, Ohio 44702-1900

(330) 451-7200
(330) 451-7227 FAX

TAMMI R. JOHNSON
Public Defender

APRIL R. BIBLE
Assistant Public Defender

BARRY T. WAKSER
Chief Trial Counsel

SEP 30 2014
COMMISSION

ADMINISTRATION
JOHN M. COTRANO
Chairman
NORTH CANTON, OHIO

BRADLEY R. IAMS
Vice-Chairman

FRANK L. BEANE
Secretary

SAMUEL J. FERRUCCIO, JR.

HON. W. DON READER

September 29, 2014

Justine Bair
City of North Canton
145 N. Main Street
North Canton, Ohio 44720

RE: Ordinance Representation Contract Resolution

Dear Ms. Bair:

Enclosed is the proposed Memorandum of Agreement to exercise your option to renew the Contract for Municipal Ordinance Representation for an additional one year period Commencing January 1, 2015 and terminating December 31, 2015.

The State Public Defender requires a copy of the resolution approving the renewal and a copy of the appropriating funding for 2015.

Enclosed are three (3) copies of the proposed Memorandum of Agreement. Please return all three (3) signed agreements and the aforementioned resolution and appropriating funding for 2015.

Upon receipt, we will sign the agreements and forward the necessary paperwork to the Ohio Public Defender Commission in Columbus and return an executed copy to you.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

TAMMI R. JOHNSON
PUBLIC DEFENDER
TRJ/dc

Enclosure

ALAN HAROLD
STARK COUNTY AUDITOR

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

Revised Code, Secs. 5705.34-5705.35

The (Council of the) NORTH CANTON CITY,

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

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

WHEREAS, This council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2015: and

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

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

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

SCHEDULE A

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

FUND	Amount to be derived from Levies outside 10 mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside	Outside
General Fund		31,672	2.40 (NCCSD)	
		676,714	2.40 (NCCSD)	
		0	1.90 (JLSD)	
		5,275	2.00 (JLSD)	
		1,949	1.90 (PLSD)	
		121,881	2.00 (PLSD)	
Street Improvement Fund	359,580			1.00
Fire Fund	179,790			0.50
Ambulance Fund	898,950			1.00
Storm Sewer	359,580			1.00
Total	1,797,900	837,491	12.60	3.50

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	County Auditor's Estimate of Yield of Levy
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GENERAL FUND:

Current expense levy authorized by voters on
for not to exceed Continued years.

Emergency Current expense levy authorized by voters on
for not to exceed 5 years.

Emergency Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed 5 years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed Continued years.

Current expense levy authorized by voters on
for not to exceed years.

Fire Fund: Levy authorized by voters on 3/6/12 for not to exceed Continued years.	0.50	179,790
Street Improvement Fund: Levy authorized by voters on 5/4/10 for not to exceed 5 years.	1.00	359,580
Ambulance Fund: Levy authorized by voters on 3/6/12 for not to exceed Continued years.	1.00	359,580
Ambulance Fund: Levy authorized by voters on 11/6/12 for not to exceed 5 years.	1.50	539,370
Storm Sewer Fund: Levy authorized by voters on 11/3/09 for not to exceed 5 years.	1.00	359,580

And be it further

Resolved, That the clerk of this Board be and he is hereby directed to certify a copy of this resolution to the County Auditor of said County.

Mr./Ms. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Mr./Ms. _____

Adopted the _____ day of _____, 20_____.

Clerk

City/Village

County, Ohio.

CERTIFICATE TO COPY
ORIGINAL ON FILE

The State of Ohio, Stark County, Ss.

I, _____ Clerk City/Village of _____

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

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

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

Clerk

No. _____

City/Village _____, Stark County Ohio.

Resolution

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

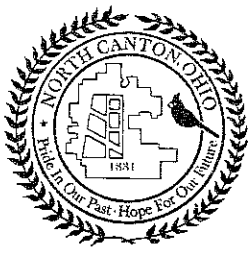
Adopted _____, _____

Clerk

Filed _____, _____

County Auditor

By _____
Deputy Auditor



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

CITY OF NORTH CANTON
Karen Alger
Director of Finance

October 2, 2014

TO: Jeff Peters
President of Council

RE: Resolution Accepting and Certifying Property Tax Rates

Please place on the agenda for the next Council of the Whole meeting, the passage of the attached resolution accepting and certifying the amounts and rates as determined by the Stark County Budget Commission as well as authorizing the necessary tax levies. This resolution may need to be amended to include an emergency clause in order for it to be filed with the County Auditor by the state imposed deadline of October 31, 2014. Please note that this information was received in my office today.

Respectfully submitted,

Karen Alger
Director of Finance

Attachments

RECEIVED
OCT 02 2014
COUNCIL OFFICE
NORTH CANTON, OHIO