

**NOTICE OF NORTH CANTON CITY COUNCIL MEETING**  
**Monday, November 10, 2014, 7:00 p.m., City Hall**  
**Agenda**

1. Call to Order
2. Opening Prayer – Rev. David Warren, First Southern Baptist Church
3. Pledge of Allegiance
4. Roll Call
5. Consideration:

Financial Statement – October 2014 Month-End Report

6. Mark Woessner, the City's health care consultant will present proposals to city council and provide his recommendation regarding the selection of a health insurance provider.
7. Recognition of Visitors
8. Old Business:
9. **Ordinance No. 77 - 2014 – 3<sup>rd</sup> Reading – Ordinance, Rules and Claims Committee**

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.

10. **Ordinance No. 80 - 2014 – 2<sup>nd</sup> Reading – Personnel and Safety Committee**

An ordinance amending Chapter 155 Personnel Regulations of Part One-Administrative Code of the Codified Ordinances of the City of North Canton, as amended, specifically Section 4, LONGEVITY, to reduce Longevity from an annual payment of \$70.00 for each year of full-time City employment to a one-time payment of \$35.00 for each year of full-time City employment, and discontinuing Longevity payments as of December 31, 2014.

11. **Ordinance No. 81 - 2014 – 2<sup>nd</sup> Reading – Street and Alley Committee**

An ordinance authorizing the vacation of a portion of McKinley Avenue SE, from the south line of East Maple Street southerly to Lot No. 6989, located within the corporate limits of the City of North Canton.

12. New Business:

13. **Ordinance No. 82 - 2014 – 1<sup>st</sup> Reading – Water, Sewer and Rubbish Committee**

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton and the City of Canton for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

**14. Ordinance No. 83 - 2014 – 1<sup>st</sup> Reading – Water, Sewer and Rubbish Committee**

An ordinance authorizing the Mayor of the City of North Canton to enter into a two-year extension of the contract, Ordinance No. 41 – 2012, with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant.

**15. Ordinance No. 84 - 2014 – 1<sup>st</sup> Reading – Finance and Property Committee**

An ordinance authorizing the Chief of Police of the City of North Canton to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, and declaring the same to be an emergency.

**16. Ordinance No. 85 - 2014 – 1<sup>st</sup> Reading – Finance and Property Committee**

An ordinance authorizing the Director of Finance of the City of North Canton to establish a fund entitled Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.

**17. Reports - Council:**

Doug Foltz	Ward 1	Mark Cerreta	At Large
Daniel Peters	Ward 2	Dan Griffith	At Large
Stephanie Werren	Ward 3	Marcia Kiesling	At Large
Dominic Fonte	Ward 4		

**18. Reports:**

Director of Law	Director of Finance	Director of Administration
Mayor	City Engineer	Clerk of Council

**19. Final Call for New Business**

**20. Adjourn**

Mary Beth Bailey  
Clerk of Council

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. 82 - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton and the City of Canton for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton are fully authorized to enter into this agreement; and

WHEREAS, the basic agreements obligate North Canton and Canton to revise same as necessary and required; and

WHEREAS, the basic agreements provide for OM&R cost sharing between the parties (North Canton, Canton, and Stark County); and

WHEREAS, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton's share of OM&R costs at the Canton Water Reclamation Facility; and

WHEREAS, it has been determined that the OM&R cost sharing method requires modification; and

WHEREAS, North Canton and Canton agreed to structure a repayment plan acceptable to both parties following acceptance of a study; and

WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent method.

NOW, THEREFORE, 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 revised Supplemental Sewer Agreement by and between North Canton and Canton for Operations, Maintenance, and Replacement of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter.
- Section 2. The City of Canton agrees that the City of North Canton has been overbilled for OM&R since July 1, 2013. The City of Canton shall credit one hundred percent (100%) of North Canton's monthly invoices until the amount stipulated has been repaid.
- 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, is further necessary for the timely acceptance of the revised Supplemental Sewer Agreement, improvements to the Canton Water Reclamation Facility, and so that North Canton may immediately begin to receive credit for its overpayments; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
David Held, Mayor

Signed: \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**CANTON-NORTH CANTON  
SEWER AGREEMENT  
SUPPLEMENT**

**OPERATION, MAINTENANCE AND REPLACEMENT COST SHARING**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

**WHEREAS**, Canton and North Canton are fully authorized to enter into this agreement; and

**WHEREAS**, the Basic Agreements obligate Canton and North Canton to revise same as necessary and required; and

**WHEREAS**, the Basic Agreements provide for Operation, Maintenance, and Replacement (OM&R) cost sharing between the parties; and

**WHEREAS**, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton’s share of OM&R costs at the Canton Water Reclamation Facility (WRF); and

**WHEREAS**, it has been determined that the OM&R cost sharing method requires modification;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

Section 1.0 OM&R Cost Sharing

1.01 Section 1.04 of the Supplemental Sewer Agreement dated July 16, 2013 shall be revised to read as follows:

“Engineering and Collection Systems expenses charged to the Sewer Fund shall be billed at 25% of the calculated OM&R percentage.”

Section 2.0 Reimbursement for Overbilling

2.01 Canton and North Canton agree that North Canton has been overbilled for OM&R since July 1, 2013.

2.02 The calculated amount of overpayment by North Canton to Canton is equal to \$51,209.66 (as of 10/08/14). A final amount shall be calculated at the time of final execution of this agreement.

2.03 Canton shall credit one-hundred percent (100%) of North Canton’s monthly invoices until the amount stipulated in Section 2.02 is repaid.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

This agreement includes the exhibits hereto, which are fully a part of this Agreement as if herein fully set forth in writing.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director,  
Canton, Ohio

\_\_\_\_\_  
By: Mayor of Canton

\_\_\_\_\_  
By: Public Service Director of Canton

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law,  
North Canton, Ohio

\_\_\_\_\_  
By: Mayor of North Canton

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. 83 - 2014

An ordinance authorizing the Mayor of the City of North Canton to enter into a two-year extension of the contract, Ordinance No. 41 – 2012, with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant.

NOW, THEREFORE, 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, through the Board of Control, to enter into a two-year year extension of the contract with Southside Environmental Group for the cleaning of five sludge lagoons and one wash water lagoon at North Canton's Drinking Water Plant. The two-year extension of the contract will run from June 15, 2015 through June 15, 2017.
- Section 2. 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 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 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

## CONTRACT

For the construction of Cleaning Five (5) Sludge Lagoons and One (1) Wash Water Lagoon for the City of North Canton, Ohio.

### CITY OF NORTH CANTON, OHIO

THIS AGREEMENT, made and entered into at North Canton, Ohio, this 12<sup>th</sup> Day of JUNE, 2012, by and between the City of North Canton, Ohio, Party of the First Part, by its Board of Control, as authorized by Ordinance Number 41-12, passed by the Council of said City on April 23, 2012, and a corporation, partnership, individual of SOUTH SIDE ENVIRONMENTAL Contractor, Party of the second Part.

WITNESSETH: That the said Party of the Second Part has agreed and by these presents does agree that the Party of the First Part, for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these presents, and herein contained or hereunto annexed to furnish at his own cost and expense, all the necessary materials, labor, superintendence, tools and appliances, and shall execute, construct, finish and test in an expeditious, substantial and workmanlike manner, said improvements shown on the contract drawings described in the included specifications or required by the City, with all equipment appurtenances, commencing work within twenty (20) days from the date of Notice to Proceed from the City and executing the same within the time and in the manner specified and in conformity with the requirements set forth in the specifications herein contained or hereunto attached in accordance with contract drawings of said work on file in the office of the City Engineer, and all to the acceptance of said Party of the first Part.

The Party of the Second Part shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof, at such times and in such order as the City Engineer and/or the Drinking Water Plant Superintendent may direct. Further, he shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the City Engineer and/or the Drinking Water Plant Superintendent and within 3 years from the date of the Notice to Proceed as stipulated for the contract in the proposals, and in default thereof, the Party of the Second Part shall pay to the Party of the First Part an amount equal to One Thousand Dollars (\$1,000.00) for each and every day (Sunday and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

The Party of the First Part shall not be liable, to the Party of the Second Part for any neglect, default, delay or interference of or by another contractor nor shall any such neglect, default, delay



Contract – Continued

or interference of any other contractor, or alteration which may be required in said work, release the Party of the Second Part from the obligation to finish the said work within the time aforesaid, or from the damage to be paid in default thereof.

If the contractor shall fail to comply with any terms, conditions, provisions or stipulations of this contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided in that behalf in the contract and shall have the right and power to proceed in accordance with the provisions thereof.

It is hereby agreed by the parties of this agreement that the provisions contained in the "Advertisement" in "Instructions to Bidders" in the "Proposal", in the "Notice to Proceed", in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary plans to be furnished to the contractor, shall constitute integral parts of the agreement and collectively that they shall comprise and be known as the contract.

The specifications under which the work embraced in this agreement shall be performed included the advertisement, instructions to bidders, proposal, affidavit, contract, contract bond, general conditions, detailed provisions, and item specifications, all as herein bound.

Name and address of each person or company interested in the contract:

\_\_\_\_\_/ / /

\_\_\_\_\_  
NONE

\_\_\_\_\_/ / /

It is hereby mutually agreed that the City is to pay and the contractor is to receive, as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the herein described work and appurtenances in the manner and under the conditions herein specified, and the prices stipulated in the proposal herein contained or hereto annexed.

Subject to the applicable provisions of law, this contract shall be full force and effect as a contractor form and after the date when fully executed and approved counterpart hereof is delivered to the contractor.

Contract – Continued

**Term of the Contract:**

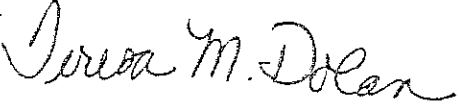
The term of the contract shall be for three (3) years, specifically the years June 15, 2012 through June 15, 2015.

**OPTION AGREEMENT:**

The Parties agree that the contract may be extended by two (2) mutual options of two (2) years each, if both Parties consent. The first option may be entered into ninety (90) days before expiration for years June 15, 2015 through June 15, 2017. The second option may be entered into ninety (90) days before expiration for years June 15, 2017 through June 15, 2019. Either Party may decline to exercise either option.


The City of North Canton

Attest:  By:  
MAYOR

ATTEST  
Mayor 

Date: 7-17-12

Contractor

Attest:  Name:

(Company)

Date: 7-20-12 Address:

By: 

Title: owner

(If the Contractor is a corporation, there shall be attached a resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

North Canton City Council  
Finance and Property Committee

Ordinance No. 84 - 2014

An ordinance authorizing the Chief of Police of the City of North Canton to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, and declaring the same to be an emergency.

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

- Section 1. That the Chief of Police of the City of North Canton, be, and is hereby authorized to dispose of unclaimed property such as bicycles and bicycle parts in the custody of the Police Department by donating the unclaimed property to the Salvation Army, a 501(c)(3) charitable organization.
- 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 immediately necessary for the police department to donate the unclaimed property so the Salvation Army will be able to clean, repair and refurbish the bicycles for the holiday season; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall effect and be in full force immediately upon its adoption by Council and approved by the Mayor, Otherwise, it shall take effect and be in 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

North Canton City Council  
Finance and Property Committee

Ordinance No. 85 – 2014

An ordinance authorizing the Director of Finance of the City of North Canton to establish a fund entitled Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.

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

- Section 1. That the Director of Finance of the City of North Canton, be, and is hereby authorized to establish an Indoor Firearms Training Range Improvement Fund (Fund #334) for the purpose of accounting for the related revenue and expenditures associated with the updates to the indoor firearms training range.
- 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 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