

**North Canton City Council Notice  
Special Committee of the Whole Agenda  
Monday, June 22, 2015**

North Canton City Council will meet as a Committee of the Whole **Monday, June 22, 2015, immediately following the 7:00 p.m. Council Meeting** in Council chambers at North Canton City Hall.

Items to be discussed.

1. Ordinance, Rules and Claims Committee

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

- a. Discuss Ordinance No. 22 – 2011 with regards to the North Canton Personnel Handbook to include Ordinance No. 36 – 2015.
- b. Discuss performance reviews of City employees.
- c. Discussion of flextime.

2. Water, Sewer and Rubbish Committee

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

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor through the Board of Control, to enter into a contract for the Charlotte Street (North Main to Orchard) Sanitary Sewer Extension Project, at a total cost not to exceed \$250,000, and declaring the same to be an emergency.

3. Finance and Property Committee

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

An ordinance authorizing the Mayor of the City of North Canton to enter into an amendment to the support agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share of the amendment of the Hazard Mitigation Grant Program (HMGP), and declaring the same to be an emergency.

Mary Beth Bailey  
Clerk of Council

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. - 2015

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids according to specifications now on file in the Director's office, and authorizing the Mayor, through the Board of Control, to enter into a contract for the Charlotte Street (North Main to Orchard) Sanitary Sewer Extension Project, at a total cost not to exceed \$250,000, and declaring the same to be an emergency.

WHEREAS, Charlotte Street (North Main to Orchard) requires a sanitary sewer line extension; and

WHEREAS, the City desires to enter into a contract for a sanitary sewer line extension at Charlotte Street (North Main to Orchard).

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 Director of Administration of the City of North Canton, be, and is hereby authorized to advertise and receive bids according to specifications now on file in the Director's office, for the Charlotte Street (North Main to Orchard) Sanitary Sewer Extension Project.

Section 2. That the Mayor, through the Board of Control, be, and is hereby authorized to enter into a contract for the Charlotte Street (North Main to Orchard) Sanitary Sewer Extension Project, at a total cost not to exceed \$250,000.

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

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Waterlines	\$100,000
652	SEWER OPERATION FUND	
652.779.5501	Facilities – Sewer Lines	\$150,000

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

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

Section 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton and further necessary for the timely completion of the Charlotte Street Sanitary Sewer Extension Project during a weather permitting 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.

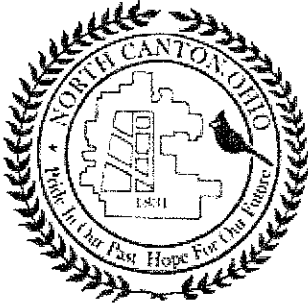
Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

Signed: \_\_\_\_\_, 2015

ATTEST:

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



# City of NORTH CANTON, OHIO

145 NORTH MAIN STREET  
NORTH CANTON OHIO 44720-2587

RECEIVED

JUN 15 2015

## LEGISLATION REQUEST

ADMINISTRATION  
NORTH CANTON, OHIO

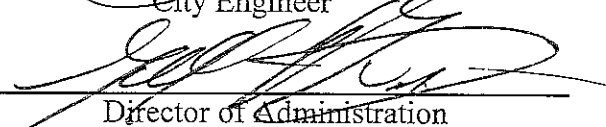
June 15, 2015

To: **Daniel Jeff Peters, President**  
City Council

Subject: Charlotte Street Sewer Line Extension Project  
North Main to Orchard

Requested By:   
City Engineer

Date: 6/15/15

Approved By:   
Director of Administration

Date: 6/15/2015

Requesting an ordinance authorizing the Director of Administration to advertise and receive bids, and authorizing the Mayor, through the Board of Control, to enter into a contract for said project.

Proposed funding in these accounts:

651.767.5502	\$ 100,000
652.779.5501	<u>150,000</u>
<b>TOTAL:</b>	<b>\$ 250,000</b>

NOTE: I neglected to request funding for this project in the 2015 Budget, hence funds will need to be allocated.

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

C: Karen A.

RECEIVED

JUN 15 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

North Canton City Council  
Finance and Property Committee

Ordinance No. - 2015

An ordinance authorizing the Mayor of the City of North Canton to enter into an amendment to the support agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share of the amendment of the Hazard Mitigation Grant Program (HMGP), and declaring the same to be an emergency.

WHEREAS, the City of North Canton desires to enter into an amendment to the support agreement of the HMGP; and

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 is hereby authorized to enter into an amendment to the support agreement between the City and Stark Parks to participate and provide the City's share in the HMGP. The City's share is \$12,900. Stark Parks is the recipient and manager of the grant.
- 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 with other participating agencies awaiting the City's approval, time is of essence to move forward with the mitigation process before the winter season impedes progress; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2015

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

Signed: \_\_\_\_\_, 2015

ATTEST:

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



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

## CITY OF NORTH CANTON

**Michael J. Grimes**  
Director of Administration

### Legislation Request

To: Daniel J. Peters, Council President  
Date: June 9, 2015  
Subject: Hazard Mitigation Grant Program – First Amendment to Support Agreement

I am requesting an ordinance authorizing the Mayor of the City of North Canton to enter into a First Amendment to Support Agreement between the City of North Canton and Stark County Park District (Stark Parks) to participate and provide the City's share in this First Amendment of the Hazard Mitigation Grant Program (HMGP) and declaring same to be an emergency.

Attached please find the proposed First Amendment to Support Agreement, copy of the original Hazard Mitigation Grant Program Agreement and a letter dated June 8, 2015 from Stark Parks announcing the additional available funds.

The City's share for this First Amendment Agreement is \$12,900.00 and may be used from budget Line # 209.745.5229.

EMERGENCY REQUESTED  YES  NO

Time is of the essence as other participating Agencies will be waiting for our approval before the process can continue before the winter season is upon us.

Respectfully Submitted,

Michael J. Grimes

Copy;  
File

**RECEIVED**

JUN 09 2015

COUNCIL OFFICE  
NORTH CANTON, OHIO

## FIRST AMENDMENT TO SUPPORT AGREEMENT

THIS FIRST AMENDMENT SUPPORT AGREEMENT (First Amendment) is entered into effective as of this \_\_\_\_\_ day of June, 2015, by and between **THE CITY OF NORTH CANTON**, an Ohio Political Subdivision (“City of North Canton”) and the **STARK COUNTY PARK DISTRICT**, an Ohio political subdivision (“Stark Parks”).

### RECITALS:

WHEREAS, Stark Parks and City of North Canton have entered into a Support Agreement having an effective date of October 20, 2014 (“Agreement”), relating to financial assistance with the funding of the local share of the Hazard Mitigation Grant funding for the Zimber Ditch DR-4098 project; and

WHEREAS, Additional funding has become available to Stark Parks for the FEMA-DR-4098 Hazard Mitigation Project; and

WHEREAS, Stark Parks must identify local match funds in the amount of \$40,313.00 before FEMA will award the additional federal funds; and

WHEREAS, The City of North Canton and Stark Parks agree to amend the Agreement to revise the local match on behalf of the City of North Canton as described on Page 2, Section 2(a) item (iii) to include an additional \$12,900.00 for a total contribution of \$72,900.00; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged by The City of North Canton and Stark Parks, the parties hereby agree as follows:

1. The above recitals are true and correct.
2. Section 2.(A)(iii) on page two of the agreement is hereby amended to read as follows:

It will provide matching funds for Stark Parks HMGP grant for the removal of approximately ten (10) residential structures within the Zimber Ditch floodplain in the amount of \$72,900.00.

IN WITNESS WHEREOF, Vendee and Vendor have executed this First Amendment to Support Agreement as of the day and year first above written.

Signed in the presence of:

CITY OF NORTH CANTON,  
an Ohio Political Subdivision

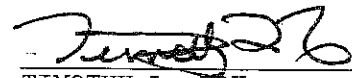
By: \_\_\_\_\_  
David J. Held, Mayor

STARK COUNTY PARK DISTRICT,  
an Ohio Political Subdivision

By: \_\_\_\_\_  
Robert A. Fonte, Director

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

\_\_\_\_\_  
WILLIAM F. MORRIS  
Counsel for Stark County Park District

  
\_\_\_\_\_  
TIMOTHY L. FOX  
Director of Law, City of  
North Canton

This instrument prepared by:  
William F. Morris, Esq.  
520 East Main Street – Suite 200  
Alliance, Ohio 44601  
(330) 823-3575



## SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT ("Agreement") is made and entered into as of the later date signed below, by and between **City of North Canton**, an Ohio political subdivision ("City of North Canton"), and the **Stark County Park District**, an independent political subdivision created and governed by Chapter 1545 of the Ohio Revised Code ("Stark Parks").

### RECITALS:

WHEREAS, Stark Parks is in receipt of a grant from the Ohio Emergency Management Agency (OEMA) through the Hazard Mitigation Grant Program (HMGP). The HMGP grant has been provided to fund the removal of approximately ten (10) residential structures located in the floodway and/or floodplain of the Zimber Ditch in North Canton, Ohio; and

WHEREAS, the removal of the buildings is intended to (1) provide greenspace within the community, (2) improve the natural function of the floodplain, and (3) reduce the number of repetitive losses due to flooding in North Canton, Ohio; and

WHEREAS, the total HMGP grant funding for the Zimber Ditch DR-4098 project is \$1,500,000.00, which will be distributed to Stark Parks in two phases. The grant is a 75/25 match grant with the federal share totaling \$1,125,000.00 and the state/local share totaling \$375,000.00. The State of Ohio will be funding \$187,500.00 (12.5%), leaving a remainder of \$187,500.00 (12.5%) for local shares; and

WHEREAS, to assist with the funding of the local share, City of North Canton has committed matching funds in the amount of \$60,000.00 to assist with project expenses such as appraisal services and the acquisition and demolition of residential structures. The matching funds are to be disbursed to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.

**NOW, THEREFORE**, in consideration of the premises and mutual representations and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is further agreed between the parties hereto and their successors as follows:

Section 1. Use of Defined Terms. Unless the context or use indicates another meaning or intent, words and terms used in this Agreement with initial capital letters shall have the meanings given in the above Recitals or elsewhere defined in this Agreement.

Section 2. Representations and Warranties.

- (a) City of North Canton represents and warrants that:
- (i) It is political subdivision of the State of Ohio created and governed by Title VII of the Ohio Revised Code.
  - (ii) It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii) It will provide matching funds for Stark Parks HMPG grant for the removal of approximately ten (10) residential structures within the Zimmer Ditch floodplain in the amount of \$60,000.00.
  - (iv) It will make payment of said matching funds of \$60,000.00 to Stark Parks within thirty (30) days of notice and in the amount set forth in the draw down instructions.
- (b) Stark Parks represents and warrants that:
- (i) It is a park district organized as an independent Ohio political subdivision created and governed by Chapter 1545, Ohio Revised Code.
  - (ii) It is authorized to enter into this Agreement and to take such actions as are necessary to further the transactions contemplated by this Agreement.
  - (iii) It will provide City of North Canton with written notice immediately upon notification of the approval of its HMGP grant application.
  - (iv) It will manage and complete the Zimmer Ditch Hazard Mitigation Project in conformity with the HMGP grant application attached hereto as Exhibit "A".
  - (v) It will use and apply the grant funds in accordance with the Zimmer Ditch Hazard Mitigation Project budget as set forth in attached Exhibit "B".
  - (vi) It will provide City of North Canton written reports of expenditure of grant funds and progress of the Zimmer Ditch Hazard Mitigation Project every ninety (90) days.
  - (vii) It will recognize City of North Canton for this support of the Zimmer Ditch Hazard Mitigation Project, to include Stark Parks' new releases and its print and multimedia presentations with specific logo placement as appropriate.

Section 3. Stark Parks Covenants. Stark Parks shall continue the Project from commencement of Zimber Ditch Hazard Mitigation Project (“Commencement Date”), until its completion, which is expected to be on or before October 1, 2016 (the “Completion Date”).

Section 4. Events of Default. In the event of the default by any party of any provision, and which default continues after receipt of written notice for a period of ten (10) days (or such longer period as the parties may agree in writing), any party at any time and at its election may proceed at law or in equity or otherwise to enforce the provisions of this Agreement.

No remedy herein conferred upon or reserved to City of North Canton or Stark Parks, as applicable, is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof; but any such right and power may be exercised from time to time and as often as may be deemed expedient by City of North Canton or Stark Parks, as applicable. If any provisions contained in this Agreement should be breached by any party and thereafter duly waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly signed by the parties hereto.

The terms of this Agreement may be enforced as to any one or more breaches either separately or cumulatively. Each and every default hereunder shall give rise to a separate cause of action hereunder, and separate suits may be brought hereunder as each cause of action arises.

Section 5. Notices. Any process, pleadings, notices or other papers served upon City of North Canton or Stark Parks shall be sent by registered or certified mail to City of North Canton and Stark Parks at the addresses set forth below, or to such other address or addresses as may be furnished to the parties in writing:

(a) as to City of North Canton:      North Canton City Hall  
  145 N Main Street  
  North Canton, Ohio 44720  
  Attn: Mike Grimes, City Administrator

and a copy to:

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(b) as to Stark Parks:

Stark County Park District  
5300 Tyner Avenue NW  
Canton, Ohio 44708  
Attn: Robert A. Fonte, Director

and a copy to:

520 East Main Street -  
Suite #200  
Alliance, Ohio 44601  
Attn: William F. Morris, Esq.

Section 6. Amendment. This Agreement may be amended by a written agreement signed by the parties hereto. No amendment, change, modification, alteration or termination of instruments or documents of any party shall be made that would in any way increase the amount or alter the conditions set forth in this Agreement of the obligations under this Agreement without obtaining the prior written consent of the other parties.

Section 7. Entire Agreement. The Agreement constitutes the entire agreement, and supersedes all prior agreements, both written and oral, among the parties with respect to the subject matter hereof and may be signed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 8. Severability. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9. Responsibility for Loss and Damage. Each party to this Agreement agrees to be responsible for those damages or loses which arise from the negligent acts or omissions of its agents or employees in the performance of this Agreement, as may be determined by a court of competent jurisdiction.

Section 11. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries, if any) shall be governed exclusively by and construed in accordance with the laws of the State of Ohio. The parties agree that any action with respect to an alleged breach of this Agreement will be brought in the State courts located in Stark County, Ohio and the parties hereby consent to being subject to the jurisdiction of such courts and to have any such proceeding take place in Stark County.


IN WITNESS WHEREOF, this Agreement has been duly signed and delivered for and in the name and on behalf of City of North Canton and Stark Parks by their duly authorized officials or representatives, as of the date first above written.

**STARK COUNTY PARK DISTRICT**

By:   
Robert A. Fonte, Park Director

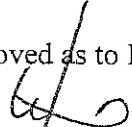
Date 10/3/14

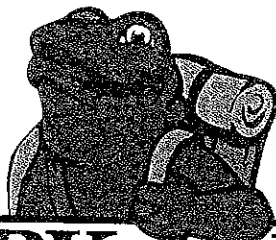
**CITY OF NORTH CANTON**

By:   
David J. Held, Mayor

Date 10-20-2014

Approved as to Legal Form and Sufficiency:

  
\_\_\_\_\_  
William F. Morris  
Counsel for Stark County Park District



# STARK PARKS

[www.StarkParks.com](http://www.StarkParks.com)

June 8, 2015

David Held, Mayor  
City of North Canton  
145 North Main Street  
North Canton, Ohio 44720

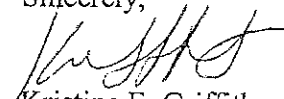
Dear Mayor Held:

Additional funds have become available for the Zimber Ditch Project (FEMA-DR-4098 Hazard Mitigation Grant) in the amount of \$241,875.00. Before funds can be awarded, Stark Parks must show local match commitment for a total amount of \$40,313.00.

For Phase I and Phase II, the City of North Canton contributed \$60,000.00 toward the local match requirements for the project. We greatly appreciate your willingness to assist with this project. To keep this project moving along and to provide relief to residents with repetitive loss from flooding, we are requesting an additional **\$12,900.00** from the City of North Canton based on a contribution at the same percentage. I have enclosed your previous funding commitment letter dated September 17, 2013 for reference.

If you have questions, feel free to contact myself or Sarah Buell, Project Manager. Again, we appreciate your assistance with this project.

Sincerely,

  
Kristine E. Griffith  
Project Coordinator

cc: Mike Grimes

Enclosure