

**North Canton City Council Notice
Committee of the Whole Agenda
Monday, November 16, 2015 – 7:00 p.m.**

North Canton City Council will meet as a Committee of the Whole **Monday, November 16, 2015 at 7:00 p.m.** 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

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, 2016 and ending December 31, 2016.

2. Finance and Property Committee

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

- (a) An ordinance authorizing the Director of Administration of the City of North Canton to seek quotes for cleaning/janitorial services for the City owned buildings for the period April 1, 2016 through March 31, 2018, and for the Mayor, through the Board of Control, to enter into a contract for said cleaning services.
- (b) An ordinance authorizing the transfer of the entire residual amount in the Hoover District Improvement Fund to the General Fund, and repealing Ordinance Nos. 101-10 and 46-13.

3. Adjourn.

North Canton City Council
Ordinance, Rules and Claims Committee

Ordinance No. - 2015

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, 2016 and ending December 31, 2016.

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 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, 2016 and ending December 31, 2016.
- 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 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



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: November 2, 2015
Subject: **Contract with the Stark County Public Defender Office**

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, 2016 through December 31, 2016 with an option to renew this contract for a period of one (1) year, commencing January 1, 2017 and terminating December 31, 2017.

The contract engages the Stark County Public Defender Office 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 which is the same amount in the previous contact.

EMERGENCY REQUESTED YES NO

Respectfully submitted,

Michael J. Grimes

c: Director of Finance
Director of Law
File

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COUNCIL OFFICE
NORTH CANTON, OHIO

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 1990-91 contract and is incorporated herein by reference.

3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2016 and shall terminate December 31, 2016 with an option to renew this contract for a period of one (1) year, commencing January 1, 2017 and terminating December 31, 2017.

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 the 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 here from.

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

BY _____

TITLE _____

WITNESS _____

DATE _____

APPROVE AS TO FORM:

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY _____

TITLE _____

WITNESS _____

DATE _____

OHIO PUBLIC DEFENDER COMMISSION

BY _____

TITLE _____

DATE _____

North Canton City Council
Finance and Property Committee

Ordinance No. – 2015

An ordinance authorizing the Director of Administration of the City of North Canton to seek quotes for cleaning/janitorial services for City owned buildings for the period April 1, 2016 through March 31, 2018, and for the Mayor, through the Board of Control, to enter into a contract for said cleaning services.

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 seek quotes for cleaning/janitorial services for City owned buildings for the period April 1, 2016 through March 31, 2018 for the City of North Canton.
- Section 2. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a contract for said cleaning/janitorial services.
- Section 3. 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 upon receipt of vouchers duly approved by the proper departmental authority from appropriations applicable thereto.
- 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 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



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

Michael J. Grimes
Director of Administration

Legislation Request

To: Daniel Peters, Council President
Date: November 2, 2015
Subject: Legislation Authorizing Janitorial/ Cleaning Contract for the City

Requesting legislation to authorize the Mayor to advertise and receive bids for the cleaning / janitorial services for the City of North Canton for two (2) years duration from April 1, 2016 through March 31, 2018 and to further authorize the Mayor of the City of North Canton, through the Board of Control to enter into a two (2) year cleaning / janitorial services contract.

Our current contract expires March 31, 2016. Time is required to advertise, setup times for city building walkthroughs for those bidding, receive and review bids, presentation of the bids to the Board of Control and ensure a smooth transition if a different company receives the contract.

EMERGENCY REQUESTED YES NO

Respectfully Submitted,

Michael J. Grimes

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COUNCIL OFFICE
NORTH CANTON, OHIO

Cc: Finance Director Karen Alger
Supt. Utilities & Services Jim Davis
File

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COUNCIL OFFICE
NORTH CANTON, OHIO

North Canton City Council
Finance and Property Committee

Ordinance No. - 2015

An ordinance authorizing the transfer of the entire residual amount in the Hoover District Improvement Fund to the General Fund, and repealing Ordinance Nos. 101-10 and 46-13.

WHEREAS, with the completion of the Hoover District Improvement Project, the residual amount contained in the Hoover District Improvement Fund (333), \$263,357.08, shall be transferred to the General Fund (101); and

WHEREAS, Ordinances Nos. 101-10 and 46-13 provided the authority to advance, transfer, and reimburse \$163,000 from the Income Tax Fund (203) to the Hoover District Fund (333); and

WHEREAS, because a reimbursement of Hoover District Improvement Funds arrived earlier than anticipated, the advancement, transfer, and reimbursement of \$163,000 described above was unnecessary; and

WHEREAS, because the advancement, transfer, and reimbursement of \$163,000 described above did not occur, and such transactions are the sole purposes for Ordinance Nos. 101-10 and 46-13, those ordinances shall be repealed.

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

- Section 1. That with the completion of the Hoover District Improvement Project, the Hoover District Hoover Improvement Fund's (333) entire residual amount, \$263,357.08, shall be transferred the General Fund (101).
- Section 2. That Ordinance Nos. 101-10 and 46-13 are hereby repealed.
- Section 2. 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 3. That 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

ATTEST:

SIGNED: _____, 2015

Mary Beth Bailey, Clerk of Council



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Phone: 330-499-3466 Fax: 330-499-2960
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CITY OF NORTH CANTON

Karen Alger
Director of Finance

October 5, 2015

TO: Daniel Peters
President of Council

RE: Amend Ordinance 46-13 Inter-Fund Transfer to the Income Tax Fund

Please place the above subject matter on the next available Committee of the Whole agenda for consideration of an ordinance to amend Ordinance 46-13 state that upon completion of the project in the Hoover District Fund that the entire residual amount will be refunded to the General Fund with the understanding that the residual amount not to exceed \$163,000 would then be transferred to the City Income Tax Fund. This new ordinance would state that upon completion of the project in the Hoover District Fund that the entire residual amount will be refunded to the General Fund.

Respectfully submitted,

Karen S. Alger
Director of Finance

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COUNCIL OFFICE
NORTH CANTON, OHIO