

NOTICE OF NORTH CANTON CITY COUNCIL MEETING
Monday, September 9, 2019, 7:00 p.m., Civic Center
Agenda

1. Call to Order
2. Opening Prayer
3. Pledge of Allegiance
4. Roll Call
5. Consideration:
Special Committee of the Whole Meeting Minutes, August 19, 2019
Council Meeting Minutes, August 26, 2019
Financial Reports: August, 2019

Acceptance of FEMA Grant for Self Contained Breathing Apparatus

Approve Memorandum of Understanding with the Stark County Sheriff's Office for OVI Task Force
6. Recognition of Visitors
7. Old Business
8. **Ord. 52 - 2019 3rd Reading – Street and Alley Committee**
An ordinance amending Chapter 902, Sidewalk Policy, of the Codified Ordinances of the City of North Canton, specifically, amending Section 902.01, Installation of sidewalks, and declaring the same to be an emergency.
9. **Ord. 56 - 2019 3rd Reading – Street and Alley Committee**
An ordinance amending Chapter 902, Sidewalk Policy, of the Codified Ordinances of the City of North Canton, specifically, amending Sections 902.02, Existing sidewalks, 902.03, New Sidewalks, and 902.04, participation voluntary; requirements to qualify as described below.
10. **Ordinance No. 57 – 2019 2nd Reading – Community & Economic Dev. Committee**
An ordinance amending Chapter 1171 Administrative Powers and Duties, of the Codified Ordinances of the City of North Canton, specifically, Section 1171.06 Schedule of Fees, pertaining to permits and fees for cement work on private property and the public right-of-way.
11. Reports

Deputy Director of Administration	Director of Law
Director of Administration	Director of Finance
Mayor	City Engineer
12. Reports - Council

Daryl Revoldt	At Large	Stephanie Werren	Ward 3
Dominic Fonte	Ward 4	Marcia Kiesling	At Large
Jeff Peters	Ward 2	Mark Cerreta	At Large
Doug Foltz	Ward 1		

13. Upon a motion, second, and a sufficient number of favorable votes, Council shall move into executive session to review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment. The executive session will not be open to the public.

14. September/October Meeting Schedule
 - September 16, 2019 – No Meeting
 - September 23, 2019 – Council Meeting
 - September 30, 2019 – No Meeting – 5th Monday
 - October 7, 2019 – Committee of the Whole; Public Hearing 6:45
 - October 14, 2019 – Council Meeting
 - October 21, 2019 – Committee of the Whole
 - October 28, 2019 – Special Committee Meeting – Budget Only

15. Final Call for New Business

16. Adjourn

City of North Canton, Ohio

Station 1

300 North Main Street
North Canton, OH 44720
Office Phone: (330) 499-3404
Fax: (330) 966-3623



Station 2

345 Seventh Street
North Canton, Ohio 44720
Office Phone: (330) 497-4899
Fax: (330) 966-2842

September 3, 2019

To: Patrick De Orio
Director of Administration

Subject: FEMA Grant

Dear Mr. De Orio,

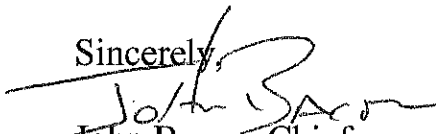
The North Canton Fire/EMS applied for a grant through the Federal Emergency Management Agency (FEMA) to purchase a new SCBA Self Contained Breathing Apparatus. We subsequently received a grant in the amount of \$266,667.00 . It is a matching grant and it will be necessary for the City to contribute \$13,334.00 to complete the grant purchase price of \$280,001.00.

Please be advised that the matching money is in the 2019 budget for the fire Department. The purchase will not be until 2020. I will be requesting the grant money that was not used be moved into the 2020 budget for this purchase.

In talking to the grant writer we can either have a voice vote or an ordinance accepting the grant so we can move forward.

Please advise if any questions.

Sincerely,


John Bacon, Chief
North Canton Fire/EMS

MEMORANDUM OF UNDERSTANDING

Between

Stark County Sheriff's office

and

North Canton Police Department

I. Introduction

The Memorandum of Understanding (MOU) between the Stark County Sheriff's Office (further known as the Lead Agency) and the North Canton Police Department (further known as the Participating Agency) sets forth the agreement of the parties and establishes the partnership, roles and responsibilities of the parties.

II. Purpose

The Lead Agency has received an Ohio Traffic Safety Office (OTSO) County OVI Task Force grant from the Ohio Department of Public Safety (ODPS). The Parties enter into this MOU for the primary purpose of reducing the number of alcohol related fatal crashes and utilize where feasible the low manpower sobriety checkpoint model to conduct low-cost, highly effective sobriety checkpoints throughout Stark County and zero tolerance enforcement of safety belt and child safety seat laws during the enforcement efforts in targeted areas.

III. Responsibilities of the Parties

The Participating Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. Law Enforcement Reports: The Participating Agency will report grant related enforcement activity on a monthly basis. The Participating Agency will report OVI related crashes and OVI arrests to the Lead Agency on a monthly basis. This information will be compiled and will assist the Lead Agency in selecting enforcement sites. This information must be submitted to the Lead Agency by the 5th of each month, even if no data is to be reported for the month, please submit a report indicating zero activity to report. All financial reimbursement reporting, including an invoice for reimbursement must also be submitted to the Lead Agency by the 5th of the month following any activity that was performed by the participating agency.
- b. Training Certification: The Participating Agency will assure that all enforcement personnel to be involved in approved enforcement-related activity will be certified in the following types(s) of training as appropriate:
 - i. OVI Checkpoints
 1. OIC-Sobriety Checkpoint Training (training in standard procedures and operations associated with staffing and staging OVI checkpoints)

2. Arresting Officers-Standard Field Sobriety Testing (SFST) and/or NHTSA Alcohol Detection Apprehension Prosecution (ADAP)

ii. **Alcohol-related Traffic Enforcement – (Saturation Patrols) Standard Field Sobriety Testing (SFST) and/or NHTSA Alcohol Detection Apprehension Prosecution (ADAP)**

- c. Enforcement Hours Eligibility: Direct labor hours expended in traffic safety enforcement programs must be over and above the normal work week. Part-time/permanent staff are eligible for funding. Only one officer per patrol car will be funded as part of traffic enforcement grants.
- d. Safety Belt Policy: The Participating Agency must have a policy statement requiring employees to wear safety belts. Sub-grantee must agree to conduct zero tolerance enforcement of Ohio's occupant restraint laws.
- e. Required Activity: All agencies utilizing NHTSA funding for overtime enforcement are required to participate in and report by the required deadlines on the "Drive Sober or Get Pulled Over" national alcohol mobilization. Scheduled dates for the mobilization are as follows and are subject to change due to federal requirements: August 21, 2020 through September 7, 2020.
- f. Participate in and not limited to, organizing, coalition building, enforcement activities, media events (promotion of the task force), development of OVI task force policies, monthly meetings, and in subcommittees as required.

The Lead Agency agrees to perform the following activities and provide the following resources in support of the OVI Task Force.

- a. To assure that the goals, scope of work, evaluations and requirements of the ODPS/OTSO Agreement are met.
- b. Coordinate and maintain organization to meet the needs of the OVI Task Force ODPS/OTSO Agreement.

IV. Period of Agreement

This MOU will become effective October 1, 2019. The MOU will terminate on September 30, 2020. Either party may terminate this MOU by providing a 30-day written notice to the other party. In the event this MOU is terminated, the Participating Agency will be reimbursed for any pre-approved law enforcement activities up to the termination date. This MOU is subject to the availability of funds.

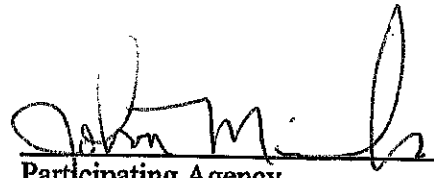
V. Sanctions for Non-compliance

Should the Participating Agency fail to fulfill any of its MOU duties in a timely manner, the Lead Agency shall notify the Participating Agency in writing as to such deficiencies. Such notification shall be sent by certified mail, return receipt requested. The Participating Agency shall have 30 days to resolve such deficiencies, unless otherwise stated by the Lead Agency.

VI. Signatures

Lead Agency

Date: _____



Participating Agency

Date: 9-3-19



Ohio Traffic Safety Office

Provisions for Sub-Grantee

The following are provisions that shall be used by the sub-grantee when entering into an agreement (contract) when funds administered by the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) that total \$5,000 or more are used. This provision includes requirements of both the federal and state government.

Note: For clarification purposes the word contractor is the agency, vendor, individual, etc., that the sub-grantee is contracting with for the desired scope of service.

PROVISION 1 Security Agreement Disclaimer

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the right to annul this agreement without liability, or in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the Contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork any other items/products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2 Reporting Requirements

Performance reports will be required to be submitted by the contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3 Patent Rights/Copyrights

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure for the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosures approved in writing by the sub-grantee prior to application for the patent/copyright. In the event that such patent/copyright is obtained, the Contractor

shall provide the sub-grantee written authorization for the sub-grantee and any other person, agency or instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

PROVISION 4 Audit Practices

The contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5 Equal Employment Opportunity (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations. (41 CFR Chapter 60) and Section 3(a)(2)(C) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specifications.

PROVISION 6 Certification Regarding Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7 Labor Relations

The sub-grantee and contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

PROVISION 8 Assurances Regarding the Parent Agreement

The provision of this agreement includes all of the terms and conditions and assurances of the parent agreement between the ODPS and the sub-grantee and is attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9 Record Retention

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10 Liability Disclaimer

The parties agree that the ODPS, OTSO, is not the employer of any personnel involved in said contract. The sub-grantee agrees to pay any wages and related tax obligations resulting from employment of personnel in order to perform the terms of this contract.

PROVISION 11 Line of Credit

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

"Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Ohio Traffic Safety Office

Studies, evaluations, etc., shall also include the following disclaimer.

"The opinions, findings, and conclusions expressed in this publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office."

North Canton City Council
Street and Alley Committee

Ordinance No. 52 - 2019

An ordinance amending Chapter 902, Sidewalk Policy, of the Codified Ordinances of the City of North Canton, specifically, amending Section 902.01, Installation of sidewalks, 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 Chapter 902, Sidewalk policy, of the Codified Ordinances of the City of North Canton, be, and is hereby amended, specifically, amending Section 902.01, Installation of Sidewalks, by changing subsection (a) and (b), as described below:

- (a) The City may cause sidewalks to be installed on any City street, as funds are available, if the street meets any **one** of the following three criteria:
- (1) A school, school facility, governmental recreation area or governmental athletic facility is located on the street; or
 - (2) The street has a vehicular traffic count like other similarly situated connector streets as evidenced in the most recent Stark County Area Transportation Study. In lieu of a SCAT study a written safety recommendation in favor of sidewalk installation from either the Chief of Police or Chief of Fire may be substituted; or
 - (3) The street is within the current no transport zone of the school.
- (b) If the street meets any **one** of the above three criteria, the City may initiate construction of the sidewalk at its own cost. The City will cause the property to be staked so the property owners would be aware of the exact placement of the sidewalks.

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 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 immediate resolution of amounts due and owing for park expansion purposes to benefit City residents and guests by providing them with a safe means of travel to our parks and popular destinations; 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 upon its adoption by Council. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2019

ATTEST:

David Held, Mayor

Laura Brown, Director of Finance

Signed: _____, 2019

North Canton City Council
Street and Alley Committee

Ordinance No. 56 - 2019

An ordinance amending Chapter 902, Sidewalk Policy, of the Codified Ordinances of the City of North Canton, specifically, amending Sections 902.02, Existing sidewalks, 902.03, New Sidewalks, and 902.04, participation voluntary; requirements to qualify as described below.

WHEREAS, the interest of public safety and the upkeep of the City's housing stock require residents to maintain their pavement, driveways, curbs, gutters, sidewalks, and lawn strips.

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

Section 1. That Chapter 902, Sidewalk policy, of the Codified Ordinances of the City of North Canton, be, and is hereby amended, specifically, amending Section 902.02, Existing Sidewalks, by deleting (a) and (b), and amending as described below:

A property owner may petition the City of North Canton to replace the property owner's substandard sidewalks and driveway approaches, **as defined by the Standards Determining Need for Repair established under Section 902.01 of this Title, when in the public right of way** with costs being shared equally by the property owner(s) and the City.

Section 2. That Chapter 902, Sidewalk policy, of the Codified Ordinances of the City of North Canton, be, and is hereby amended, specifically, amending Section 902.03, Petition Process, as described below:

- (a) A property owner must contact the Director of Administration to request a formal petition form during the posted petition period, as determined by the Administration.
- (b) A city representative, as determined by the Administration, will visit the site, speak with the property owner(s), if available, and determine which items of work are needed and eligibility of the proposed repair.
- (c) After selection of project sites by the Administration, selected property owners will be provided a preliminary cost estimate. The estimate may provide for replacement or installation of sidewalk, driveway apron, the curb adjacent to the apron, retaining wall (along the right of way), roof drainpipe, and tree removal. If the property owner chooses to have the City do the work, the owner(s) must sign a cost share agreement and return it to the City. When a sufficient number of signed agreements have been accepted by the City, the city may construct the necessary improvements.
- (d) Costs to the property owners shall be paid as reimbursement to the City which shall be responsible for selecting and retaining the contractor to perform the necessary improvements. Improvements shall be completed according to the timeline determined by the Administration.

- (e) Property owners shall be responsible to remit funds in full to the city no later than thirty days following the receipt of final invoice from the City. Upon failure of the property owner to pay the costs within the allotted time, the Director of Finance shall certify the costs to the county auditor for collection as other taxes are collected.

Section 3. That Chapter 902, Sidewalk policy, of the Codified Ordinances of the City of North Canton, be, and is hereby amended, specifically, amending Section 902.04, Participation Voluntary' Requirements to Qualify, by amending as described below:

- (a) Participation is voluntary and is limited to owner occupied residential properties within the municipal corporation limits of the City of North Canton. The property must be located on an improved street (i.e., must have curbs) and the total area of the improvements must equal a minimum of 50 square feet.
- (b) A residential property owner must sign an agreement to pay for an equal share of the costs, excluding engineering and survey expenses to be paid by the City.
- (c) Any tree on private property that must be removed to accomplish the work will be removed at the owner's expense. These costs will be provided in the estimate with the petition. Sidewalk slabs that are lifted by tree roots but are otherwise undamaged are considered defective and need to be replaced. If it is determined that cutting the roots will kill the tree, the tree will be removed at the time of construction.
- (d) Any utility on private property that must be removed, relocated, repaired, or altered in any way to accomplish the work will be done so at the owner's expense. These costs will be provided in the preliminary estimate to the best of the City's knowledge.

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 _____ 2019

ATTEST:

David Held, Mayor

Laura Brown, Director of Finance

Signed: _____, 2019

North Canton City Council
Community and Economic Development Committee

Ordinance No. 57 - 2019

An ordinance amending Chapter 1171 Administrative Powers and Duties, of the Codified Ordinances of the City of North Canton, specifically, Section 1171.06 Schedule of Fees, pertaining to permits and fees for cement work on private property and the public right-of-way.

WHEREAS, City Council recognizes the need to modernize the requirements and fees paid for cement work on private property and the public right-of-way as further detailed in Exhibit A attached hereto and incorporate herein.

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

- Section 1. That Chapter 1171, Administrative Powers and Duties, of the Codified Ordinances of the City of North Canton specifically subsection 1171.06, Schedule of Fees, pertaining to permits and fees for cement work on private property and the public right-of-way is hereby amended as further detailed in Exhibit A attached hereto and incorporate herein.
- 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 resolution.
- 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 _____, 2019

David Held, Mayor

Signed: _____, 2019

ATTEST:

Laura Brown, Director of Finance

1171.06 SCHEDULE OF FEES.**(a) BUILDING PERMIT FEES**

New, additions, alterations and accessory buildings more than 200 square feet	\$75.00 + \$.10 per sq. ft.
Miscellaneous, including roof, siding patio and deck	\$75.00 per inspection

(b) ELECTRICAL PERMIT FEES

New, temporary, additions, and alterations	\$75.00 + \$.08 per sq. ft.
New or replacement service	\$75.00
Signs	\$75.00
Low voltage system	\$50.00 + \$2.00 per 100 sq. ft.
Spa, pool	\$75.00

(c) PLUMBING PERMIT FEES

New, additions and alterations	\$75.00 + \$.08 per sq. ft.
Water service	\$75.00
Fire Suppression System	\$75.00 + \$.08 per sq. ft.
Replacement water heater + permit	\$75.00
Backflow / isolation / containment	\$75.00 per device

(d) HVAC

New, additions and alterations	\$75.00 + \$.08 per sq. ft.
Replacement heating device + permit	\$75.00
Solid fuel device (Wood/coal burner/auxiliary heat source)	\$125.00
Hood system	\$75.00 + \$100 plan review
Hood suppression system	\$75.00 + \$100 plan review

(e) INSPECTIONS

Re-inspections & additional inspections	\$75.00 per inspection
After hours and/or weekends	Overtime rate for Inspector
Permits issued after work is started	Twice the original fee
Sewer inspections	\$500.00 per inspection + County Sewer Charges

(g) PLAN REVIEW

Commercial	Processing	Plan Exam Fee
Building	\$200.00	\$4.50 per 100 sq. ft.
HVAC	\$200.00	\$2.50 per 100 sq. ft.
Electrical	\$200.00	\$2.50 per 100 sq. ft.
Fire Alarm	\$200.00	\$3.00 per device
Plumbing	\$200.00	\$2.50 per 100 sq. ft.
Suppression	\$200.00	\$2.50 per 100 sq. ft.
Industrialized Units	\$200.00	\$1.50 per 100 sq. ft.
Residential (applies to 1-2-3 Family Dwellings & Accessory Structures)		
Per submittal	\$100.00	

(h) STATE OF OHIO BOARD OF BUILDING STANDARDS ASSESSMENT

Commercial permits and plan review	add three (3%) percent to permit cost & plan exam
Residential permits and plan review	add one (1%) percent to permit cost & plan exam

(i) MISCELLANEOUS

Square footage calculations are based on aggregate area of each floor, including basement and attached garages.

(j) PLANNING AND ZONING APPLICATION FEES

Certificate of Occupancy	\$50.00
1,2,3 Family - Residential (per dwelling unit)	\$100.00 +\$.05 per sq. ft.
Residential - Addition	\$75.00
Residential / Accessory Bldg / Structure	\$ 50.00 +\$.05 per sq. ft.
Multi-family Residential (per dwelling unit)	\$100.00
Commercial / Industrial (new or addition)	\$125.00
Commercial/Industrial/Accessory Bldg/Structure	\$100.00
Business Parking Lot	\$75.00
Conditional Use	\$75.00
Zoning amendment	\$100.00
Appeal / Variance	\$75.00
Similar Use	\$100.00
Substitution of Non-Conforming Use	\$100.00
General Development Plan	\$150.00
Final Development Plan	\$150.00
Subdivision Preliminary	\$150.00
Subdivision Final	\$150.00
Zoning Map (small)	\$5.00
Zoning Map (large)	\$15.00
Zoning Ordinance	\$30.00
Temporary Zoning Permit	\$75.00
Temporary Sign Permit	\$50.00
Sign (per sign) & Building Permit if required	\$100.00
Home Occupancy	\$75.00
Driveway/sidewalk/fence, small storage shed, swimming Pool, etc.	\$75.00
<i>Sidewalk replacement with 40 square feet or less of concrete</i>	<i>\$40.00</i>