

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 56 – 2015

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into an amended agreement, by and between the city, and the Akron-Canton Regional Airport Authority ("Airport") requiring the Airport to make payment to the City in the amount of \$23,537 for certain improvements to the City's water system to provide adequate flow and pressure to the Airport, and repealing Ordinance No. 36 – 2006, which authorized the previous amended agreement, and repealing any and all legislation inconsistent herewith, and declaring the same to be an emergency. .

WHEREAS, the Airport water system requires certain upgrades; and

WHEREAS, the City desires to enter into an amended agreement for the Airport Water System Improvement Project.

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

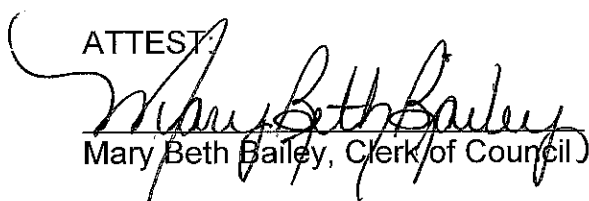
- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into an amended agreement by and between the city, and the Airport which require the Airport to make payment to the City in the amount of \$23,537 in 2016, certain improvements to the City's water system, to provide adequate flow and pressure to the Airport.
- Section 2. That Ordinance No. 36 – 2006 and any and all legislation inconsistent herewith, be, and the same is hereby repealed.
- Section 3. That a copy of said agreement is attached hereto.
- 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, and further necessary for the timely approval of the amended agreement so work may begin on the upgrades that are required to the Airport's water system; 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 28th day of September, 2015


David Feld, Mayor

Signed: 9/28, 2015

ATTEST:


Mary Beth Bailey, Clerk of Council

**AMENDED AGREEMENT
AKRON-CANTON AIRPORT WATER SERVICE**

This Agreement is made and entered into this ____ day of _____, 2015 by and between the Akron-Canton Regional Airport Authority, with offices located at 5400 Lauby Road #9, North Canton, Ohio 44720, duly authorized by a resolution adopted on the ____ day of _____, 2015; hereinafter referred to as the **AIRPORT** and the City of North Canton, Ohio, a municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as the **CITY**, duly authorized by Ordinance No. _____, passed by its Council on the ____ day of _____, 2015. This agreement supersedes previous agreement dated May 17, 2006.

WHEREAS, the **AIRPORT** currently utilizes a well system to furnish potable water for the **AIRPORT** facilities and certain lessees; and

WHEREAS, the **AIRPORT** wishes to abandon its current well system and connect to the **CITY'S** water system; and

WHEREAS, the **CITY** wishes to provide water service to the **AIRPORT** and its certain lessees; and

WHEREAS, it is in the best interest of the **AIRPORT** and the **CITY** to connect the **AIRPORT** facilities and its certain lessees to the **CITY'S** water system.

NOW, THEREFORE, in consideration of the covenants and agreement contained herein, the sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. The **AIRPORT** shall construct a waterline to serve the **AIRPORT** and its lessees in accordance with **CITY** requirements. As indicated on attached waterline map MP-101, it is noted that some of the waterline currently exists.

2. The **AIRPORT** shall provide for the connections of the **AIRPORT** facilities and its lessees with approved valving, piping, meters, etc.
3. The **AIRPORT** shall dedicate the water mains and necessary easements to the **CITY**. The **AIRPORT** retains the right to relocate the water mains at their expense, with the approval of the **CITY**.
4. The **AIRPORT** will contract with a licensed plumber to install the new backflow preventers and meters.
5. The **AIRPORT** shall replace existing hydrants with new hydrants, in accordance with the City standards, and locate any additional hydrants as required by Green Fire Department.
6. The **AIRPORT** shall provide new isolation shutoff valves at each existing service lateral to individual buildings at the connection to the main, which is to become the City Waterline (if the valves do not already exist). These valves will allow the City to turn off service to individual customers.
7. The **AIRPORT** shall complete Phase II (as indicated on waterline map Amended MP-101) and connect the Airport facilities and its lessees, in accordance with items 1, 2, 3, 4, 5 and 6 above by December 31, 2015.
8. The **CITY** shall provide water service to the **AIRPORT** and its lessees.
9. The **CITY** shall make improvements to its water system by December 31, 2015, to provide the **AIRPORT** with adequate flows, pressures and redundancy.
10. The **CITY** shall provide site inspections of the waterline installation during construction; these are supplemental to the owner/engineer inspections.
11. The **CITY** shall provide review of the construction plans during two (2) phases of design and provide comments to be incorporated into the construction set.
12. The **CITY** shall provide all associated items necessary for remote read of new water meters, if required.
13. The **CITY**'s plumbing inspectors and the Engineer/Architect for the Airport will visit each building to be served from the proposed City line to determine the modifications required for each building to meet the City's service connection requirements.
14. **CITY** inspectors will inspect any modifications to individual services to ensure that the City's requirements are met.

15. The **CITY** will provide water meters at the inside city rates (currently, \$650 for a 2" meter and \$205 for a 1" meter).
16. The **CITY** will not charge the Airport of the Airport's contractors any inspection, review, or "tap-in" fees.
17. The **AIRPORT** will pay the **CITY** \$23,537 in 2016 for the **CITY'S** improvements noted above.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this _____ day of _____, 2015.

WITNESSES:

THE CITY OF NORTH CANTON

Mayor

WITNESSES:

AKRON-CANTON REGIONAL AIRPORT AUTHORITY

Secretary-Treasurer

Approved as to legal form and sufficiency:

By: _____
City of North Canton Law Director