

**NOTICE OF NORTH CANTON CITY COUNCIL MEETING**  
**Monday, June 13, 2016, 7:00 p.m., City Hall**  
**Agenda**

1. Call to Order
2. Opening Prayer – Reverend Diana Thompson, Good Shepherd Lutheran Church,
3. Pledge of Allegiance
4. Roll Call
5. Consideration  
  
Mayor's Court Receipts – April 2016  
Mayor's Court Receipts – May 2016  
Council Meeting Minutes – May 23, 2016  
Special Council Meeting Minutes – June 6, 2016
6. Recognition of Visitors
7. Old Business
8. **Resolution No. 3 – 2016 – 3<sup>rd</sup> Reading – Ordinance, Rules and Claims Committee**  
  
A resolution designating the Dogwood tree as the City's tree.
9. **Ordinance No. 41 - 2016 – 2<sup>nd</sup> Reading – Water, Sewer and Rubbish Committee**  
  
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 of the City of North Canton, upon Board of Control approval, to enter into an agreement for the collection of residential garbage, rubbish, recyclables, and yard waste in the City of North Canton for a three-year period commencing July 1, 2016 and terminating June 30, 2019.
10. New Business
11. **Ordinance No. 42 - 2016 – 1<sup>st</sup> Reading – Street and Alley Committee**  
  
An ordinance accepting a record plat of The Sanctuary No. 3 located within the corporate limits of the City of North Canton.
12. **Ordinance No. 43 - 2016 – 1<sup>st</sup> Reading – Street and Alley Committee**  
  
An ordinance approving, confirming and accepting a perpetual public utility easement, known as Parcel No. 9202359, and being part of Lot No. 2470, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), and Patricia D. Fuller, Grantor, and declaring the same to be an emergency.
13. **Ordinance No. 44 - 2016 – 1<sup>st</sup> Reading – Street and Alley Committee**  
  
An ordinance approving, confirming and accepting a perpetual public utility easement, known as Parcel No. 9206384, and being part of Lot No. 2471, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), and Charles Cramer, Grantor, and declaring the same to be an emergency.

**14. Ordinance No. 45 – 2016 – 1<sup>st</sup> Reading – Finance and Property Committee**

An ordinance repealing and replacing Ordinance No. 32 – 2013 establishing rates and policies for rental of the North Canton Civic Center and gazebo, repealing any and all legislation passed previously and inconsistent with this ordinance, and declaring the same to be an emergency.

**15. Ordinance No. 46 – 2016 – 1<sup>st</sup> Reading – Finance and Property Committee**

An ordinance permitting the City of North Canton to accept certain Sanctuary lots as collateral for a performance bond in the amount of \$97,823.00, and a maintenance bond in the amount of \$103,706.00, between the City and McKinley Development Corporation for The Sanctuary No. 3 construction project, and declaring the same to be an emergency.

**16. 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		

**17. Reports**

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

**18. Final Call for New Business**

**19. Adjourn**

Mary Beth Bailey  
Clerk of Council

North Canton City Council  
Street and Alley Committee

Ordinance No. 42 - 2016

An ordinance accepting a record plat of The Sanctuary No. 3 located within the corporate limits of the City of North Canton.

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 record plat of The Sanctuary No. 3, known as being part of Out Lot 401 in the City of North Canton, and being situated in the Northeast Quarter of Section 8, Township 11 (Plain), Range 8, Stark County, Ohio, be, and is hereby accepted.
- Section 2. That the City of North Canton does hereby accept the dedication of Lauren Green Drive NE., Pickforde Drive NE., (50 feet in width), Royal Oak Ave NE., (50 feet in width), Dunway Ave NE., and various sanitary sewer, storm sewer, drainage and landscape easements along with various blocks and open space as more fully described in the plat attached hereto and incorporated herein.
- Section 3. That this acceptance is contingent upon the owner and the developer complying with all requirements imposed by law and further contingent upon the approval and signature of the City Engineer and the Director of Law.
- Section 4. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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

Signed: \_\_\_\_\_, 2016

ATTEST:

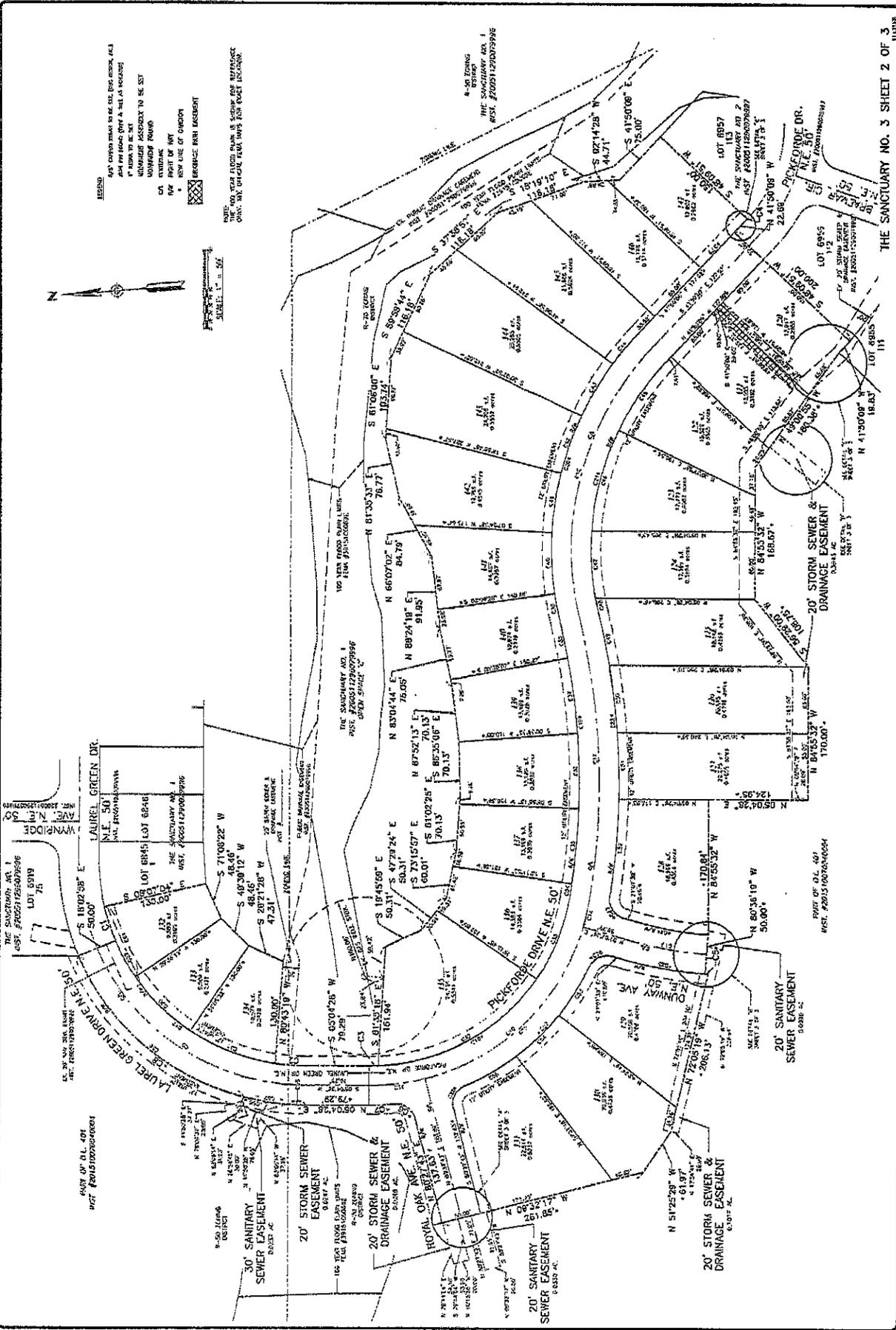
\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council



LEGEND  
APX. EXISTING SEWER TO BE RELOCATED, A.C. & S. PER PLAN (SEE A-11 & A-12)  
P. EXISTING SEWER TO BE RELOCATED TO BE SET  
NEW LINE OF SEWER  
NEW LINE OF STORM  
NEW LINE OF DRAINAGE  
NEW LINE OF DRAINAGE  
NEW LINE OF DRAINAGE

NOTE: 100 YEAR FLOOD PLAIN IS SHOWN ON SHEET 2 OF 3  
ONLY. ANY OTHER FLOOD PLAIN IS NOT SHOWN.

SCALE: 1" = 50'

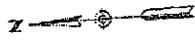
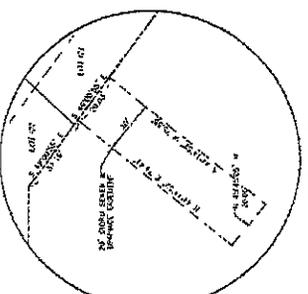
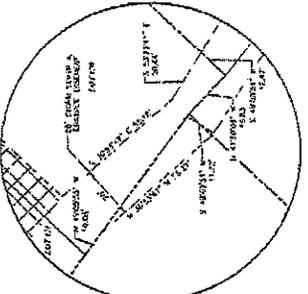
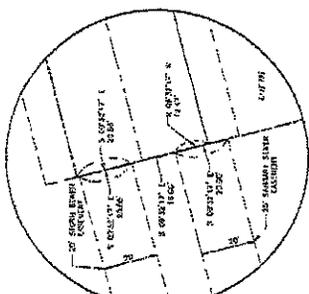
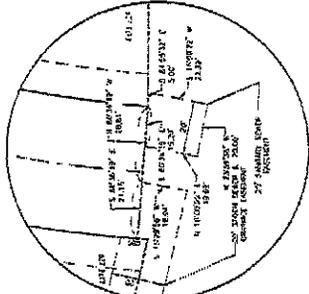
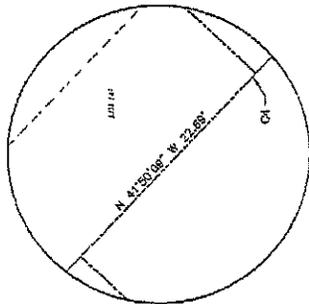




NO.	AREA	PERIMETER	AREA	PERIMETER
1	100	100	100	100
2	200	200	200	200
3	300	300	300	300
4	400	400	400	400
5	500	500	500	500
6	600	600	600	600
7	700	700	700	700
8	800	800	800	800
9	900	900	900	900
10	1000	1000	1000	1000

**CHIRV TABLE**

NO.	AREA	PERIMETER	AREA	PERIMETER
1	100	100	100	100
2	200	200	200	200
3	300	300	300	300
4	400	400	400	400
5	500	500	500	500
6	600	600	600	600
7	700	700	700	700
8	800	800	800	800
9	900	900	900	900
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39	3900	3900	3900	3900
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43	4300	4300	4300	4300
44	4400	4400	4400	4400
45	4500	4500	4500	4500
46	4600	4600	4600	4600
47	4700	4700	4700	4700
48	4800	4800	4800	4800
49	4900	4900	4900	4900
50	5000	5000	5000	5000



North Canton City Council  
Street and Alley Committee

Ordinance No. 43 - 2016

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Parcel No. 9202359, and being part of Lot No. 2470, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), and Patricia D. Fuller, Grantor, 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 a perpetual public utility easement, known as Parcel No. 9202359, by and between the City and Patricia D. Fuller, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- 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 and further necessary for the City to have prompt access to the utility as well as sanitary sewer pipes and lines; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

Signed: \_\_\_\_\_, 2016

ATTEST:

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

**PERPETUAL UTILITY EASEMENT**  
Parcel No.: 9202359

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Patricia D. Fuller, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a public storm sewer, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain said storm sewer conduit, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

**SEE ATTACHED EXHIBITS "A and B"**

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

- 7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
- 8. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement this 9 day of May, 2016.

**GRANTOR(S):**

Patricia D. Fuller

Patricia D. Fuller

(Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
 COUNTY OF STARK )

Before me, a Notary Public in and for said County, personally appeared Patricia D. Fuller, owner of Lot 2470 in the City of North Canton, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 9 Day of May, 2016.

Linda J Tols  
 Notary Public



**Linda J Tols**  
 Notary Public, State of Ohio  
 My Commission Expires 10-31-2017      Seal

This instrument prepared by: City of North Canton  
 145 North Main Street  
 North Canton, OH 4720

EXHIBIT A  
DESCRIPTION OF A 0.0336 ACRE UTILITY EASEMENT

Situated in the City of North Canton, County of Stark, State of Ohio, and being part of North Canton City Lot 2470 as conveyed to Patricia D. Fuller (hereinafter known as the "Grantor") by Inst. No. 201111150046011 of the records of said county and being more fully described as follows:

Beginning at the northwest corner of City Lot 2465 as conveyed to Christine M. Schoenberg (Inst. No. 201002230006474), the southwest corner of City Lot 2469 as conveyed to Linda L. Miday (Inst. No. 201105270020406), and on the east line of City Lot 2464 as conveyed to Anthony R. McLaughlin & Jennifer M. McLaughlin (Inst. No. 201210190048181), said corner being witnessed by a 1 inch rebar found bearing South 11 Degrees 34 Minutes 19 Seconds West, a distance of 0.15 feet; thence North 01 Degrees 31 Minutes 40 Seconds East along the division line of City Lots 2464 and 2469 and partially along the Grantor's west line, a distance of 87.53 feet to the **TRUE PLACE OF BEGINNING** for the parcel hereinafter described, thence in a clockwise direction along the following three (3) courses and distances;

1. Thence **North 01 Degrees 31 Minutes 40 Seconds East** along the Grantor's west line and partially along the east line of City Lot 2464 and a parcel conveyed to the City of North Canton, Ohio (Vol. 2721, Pg. 421), a distance of **72.47 feet** to the Grantor's northwest corner and the southwest corner of City Lot 2471 as conveyed to the City of North Canton (Vol. 4164, Pg. 425);
2. Thence **South 88 Degrees 19 Minutes 59 Seconds East** along the Grantor's north line and the south line of said City Lot 2471, a distance of **40.40 feet** to a point;
3. Thence **South 30 Degrees 42 Minutes 06 Seconds West**, a distance of **82.89 feet** to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains 0.0336 acres, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Stark County Parcel Number 9202359.

The Basis of Bearing is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).

This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from a survey completed in September 2015.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

*Steven L. Mullaney* 03/16/16  
Steven L. Mullaney, P.S.  
Professional Surveyor No. 7900

**BASIS FOR BEARINGS:**

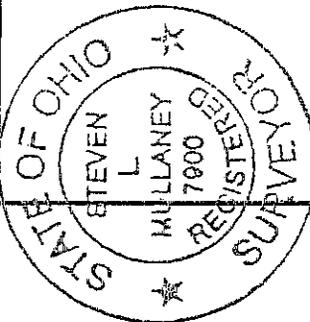
ALL BEARINGS SHOWN ARE FOR PROJECT USE ONLY. GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (2011)

NOTE: THE EXISTING R/W WIDTH AND PROPERTY LINE LOCATION WERE DETERMINED USING DEEDS, ROAD RECORDS, AND PLATS ON FILE AT THE STARK COUNTY RECORDER'S OFFICE.

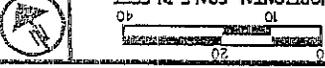
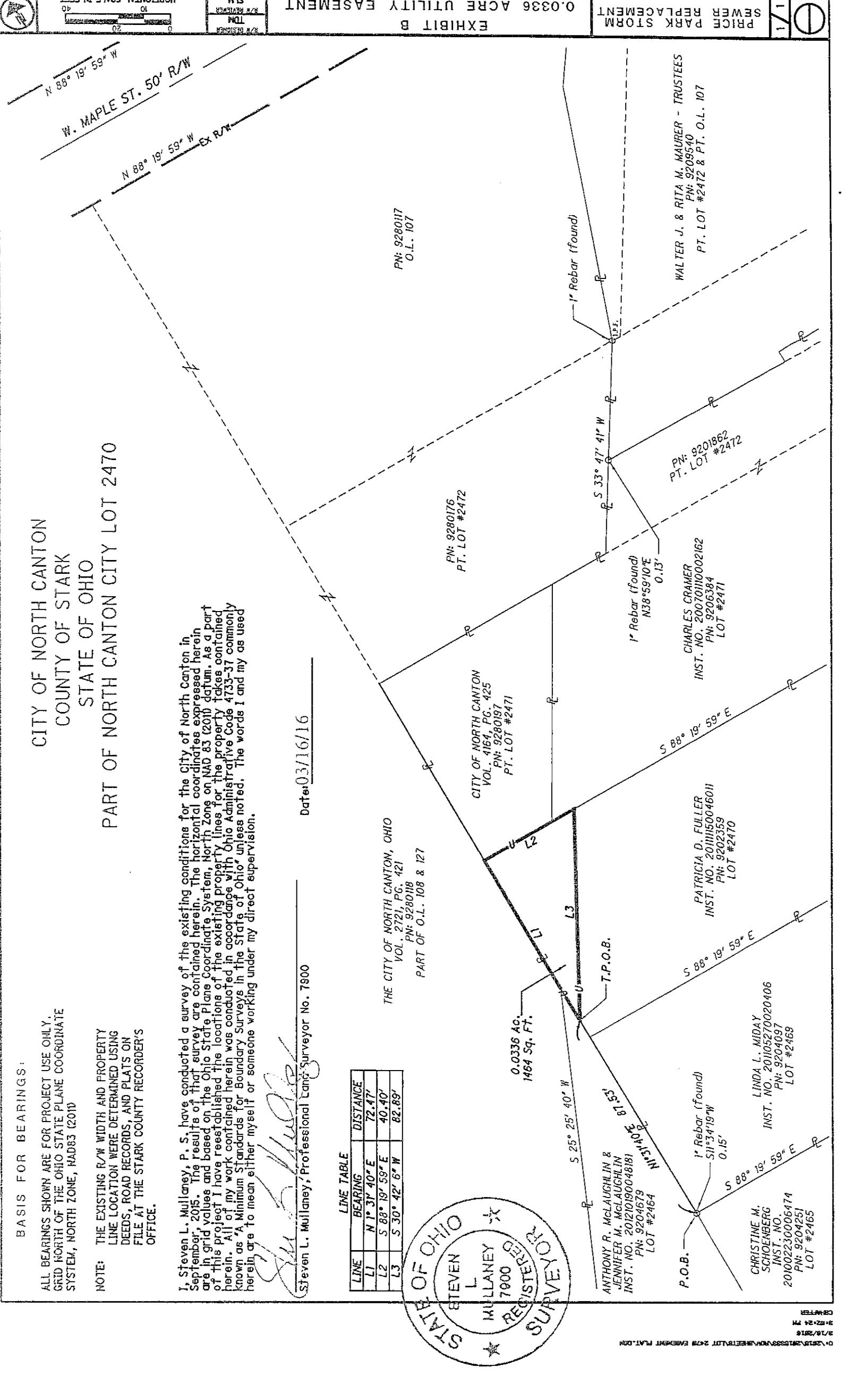
I, Steven L. Mullaney, P. S. have conducted a survey of the existing conditions for the City of North Canton in September, 2015. The results of that survey are contained herein. The horizontal coordinates expressed herein are in grid values and based on the Ohio State Plane Coordinate System, North Zone on NAD 83 (2011) datum. As a part of this project I have reestablished the locations of the existing property lines for the property takes contained herein. All of my work contained herein was conducted in accordance with Ohio Administrative Code 4733-37 commonly known as "A Minimum Standards for Boundary Surveys in the State of Ohio" unless noted. The words I and my as used herein are to mean either myself or someone working under my direct supervision.

*Steven L. Mullaney*  
 Steven L. Mullaney, Professional Land Surveyor No. 7800  
 Date: 03/16/16

LINE	BEARING	DISTANCE
L1	N 1° 31' 40" E	72.47'
L2	S 88° 19' 59" E	40.40'
L3	S 30° 42' 6" W	82.89'



**CITY OF NORTH CANTON  
 COUNTY OF STARK  
 STATE OF OHIO  
 PART OF NORTH CANTON CITY LOT 2470**



DATE RECORDED  
 03/16/16

EXHIBIT B  
 0.0336 ACRE UTILITY EASEMENT

PRICE PARK STORM  
 SEWER REPLACEMENT

3/16/2016  
 3:52:24 PM  
 03-WF-18

North Canton City Council  
Street and Alley Committee

Ordinance No. 44 - 2016

An ordinance approving, confirming and accepting a perpetual public utility easement, known as Parcel No. 9206384, and being part of Lot No. 2471, by and between the City of North Canton, an Ohio charter municipal corporation ("City"), and Charles Cramer, Grantor, 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 a perpetual public utility easement, known as Parcel No. 9206384, by and between the City and Charles Cramer, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement are attached hereto and incorporated herein as if fully rewritten herein.
- 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 and further necessary for the City to have prompt access to the utility as well as sanitary sewer pipes and lines; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

Signed: \_\_\_\_\_, 2016

ATTEST:

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

## PERPETUAL UTILITY EASEMENT

Parcel No.: 9206384

For and in consideration of ONE DOLLAR (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Charles Cramer, GRANTOR, does hereby give and grant unto THE CITY OF NORTH CANTON, an Ohio municipal corporation, GRANTEE, a perpetual utility easement to lay, re-lay, construct, install, maintain, operate, alter, inspect, repair, remove, replace, and renew at will a public storm sewer, and to perform any other tasks GRANTEE deems necessary or advisable in order to operate or maintain said storm sewer conduit, connections, pipes and appurtenances in accordance with the ordinances, rules, and regulates of Grantee, which are now in effect or may be adopted hereafter, including the right of ingress and egress at any time to and from such utility and all appurtenances thereto on, under and through the following property, a/k/a the "Easement Area":

### SEE ATTACHED EXHIBITS "A and B"

It is agreed by and between Grantor and Grantee as follows:

1. That the Grantee shall have the right to remove fences, shrubbery, plants, trees, landscaping, lawns, driveways, walkways, and paving within the Easement Area during initial construction or future maintenance of the utility and all appurtenances thereto. The Grantee shall be responsible to restore the surface area of the easement, disturbed by Grantee, to as closely as possible to its condition at the time of construction or maintenance. The Grantee will pay reasonable damages for items which cannot be restored or repaired. If the amount of said damages cannot be mutually agreed upon, the same shall be ascertained and determined by three disinterested persons; one appointed by the Grantor, one by the Grantee, and the third by the two so appointed. The award of such three persons shall be final and conclusive.
2. That no building or structure of any kind shall or will be erected within the easement area by Grantor, nor shall anything be placed in the vicinity of the easement which might be injurious to the utility. However, nothing herein shall interfere with the right of Grantor to place driveways, parking areas, or walkways in said easement. Grantor shall not change the ground elevation, within the easement area, without approval of Grantee.
3. That the Grantor may extend across, or grant easements to others to extend across said easement area to minimum acceptable clearances as determined by the Grantee.
4. That Grantor shall indemnify, defend and hold harmless Grantee from any and all claims, liabilities, damages, actions, costs and expenses or complaints, including reasonable attorney fees, arising out of Grantor's use of the Easement Area.
5. That upon removal of said utility and all appurtenances thereto, the Easement Area shall be restored as closely as possible to its then condition at the time of removal.
6. That this grant shall be binding upon the Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, administrators, successors, and assigns forever.

7. That Grantor covenants with Grantee that it is well seized of the Easement Area as a good and indefeasible estate in fee simple and has the right to grant and convey the Easement Area in the manner and form described above. Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to Grantee against all lawful claims and demands whatsoever for the purposes described herein.
8. That this easement is subject to all matters of record.

IN WITNESS WHEREOF, the undersigned grantor(s) have caused their name to be subscribed to this Perpetual Utility Easement this 27 day of APRIL, 2016.

**GRANTOR(S):**

Charles Cramer

*Charles Cramer*  
 (Signed Name)

**NOTARY:**

STATE OF OHIO )  
 ) SS:  
 COUNTY OF STARK )

Before me, a Notary Public in and for said County, personally appeared Charles Cramer, owner of Part of Lot 2471 in the City of North canton, who acknowledged that they did sign the foregoing instrument and that it is their free act and deed.

IN THE TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal a this 27 Day of APRIL, 2016.

*Linda J. Teis*  
 Notary Public

Seal



**Linda J Teis**  
 Notary Public, State of Ohio  
 My Commission Expires 10-31-2017

This instrument prepared by: City of North Canton  
 145 North Main Street  
 North Canton, OH 4720



EXHIBIT A  
DESCRIPTION OF A 0.0045 ACRE UTILITY EASEMENT

Situated in the City of North Canton, County of Stark, State of Ohio, and being part of North Canton City Lot 2471 as conveyed to Charles Cramer (hereinafter known as the "Grantor") by Inst. No. 200701110002162 of the records of said county and being more fully described as follows:

Beginning at the northwest corner of City Lot 2465 as conveyed to Christine M. Schoenberg (Inst. No. 201002230006474), the southwest corner of City Lot 2469 as conveyed to Linda L. Miday (Inst. No. 201105270020406), and on the east line of City Lot 2464 as conveyed to Anthony R. McLaughlin & Jennifer M. McLaughlin (Inst. No. 201210190048181), said corner being witnessed by a 1 inch rebar found bearing South 11 Degrees 34 Minutes 19 Seconds West, a distance of 0.15 feet; thence North 01 Degrees 31 Minutes 40 Seconds East along the west line of City Lots 2469, 2470, 2471 and the east line of City Lot 2464 and a parcel conveyed to the City of North Canton, Ohio (Vol. 2721, Pg. 421), a distance of 240.00 feet to the northwest corner of City Lot 2471 as conveyed to City of North Canton (Vol. 4164, Pg. 425) and the southwest corner of City Lot 2472 as conveyed to the City of North Canton, Ohio (Vol. 2721, Pg. 421); thence South 88 Degrees 19 Minutes 59 Seconds East along the north line of said City Lot 2471 and the south line of said City Lot 2472, a distance of 78.00 feet to the Grantor's northwest corner and the northeast corner of said City of North Canton (Vol. 4164, Pg. 425) parcel, said corner being the **TRUE PLACE OF BEGINNING** for the parcel hereinafter described, thence in a clockwise direction along the following three (3) courses and distances;

1. Thence **South 88 Degrees 19 Minutes 59 Seconds East** along the Grantor's north line and the south line of said City Lot 2472, a distance of **11.83 feet** to a point;
2. Thence **South 45 Degrees 14 Minutes 54 Seconds West**, a distance of **45.52 feet** to a point on the Grantor's west line and the east line of that portion of City Lot 2471 as conveyed to City of North Canton (Vol. 4164, Pg. 425);
3. Thence **North 32 Degrees 19 Minutes 28 Seconds East** along said line, a distance of **38.33 feet** to the **TRUE PLACE OF BEGINNING**.

The above described parcel contains 0.0045 acres, more or less, and subject to all easements, restrictions and covenants of record.

The above described area is contained within Stark County Parcel Number 9206384.

The Basis of Bearing is Grid North of the Ohio State Plane Coordinate System, North Zone, NAD83(2011).

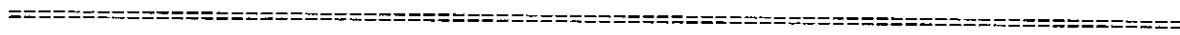
This description was prepared and reviewed under the supervision of Steven L. Mullaney, Professional Surveyor No. 7900 from a survey completed in September 2015.



Glaus, Pyle, Schomer, Burns, & DeHaven, Inc.  
dba GPD Group

*Steven L. Mullaney* 03/16/16  
Steven L. Mullaney, P.S.  
Professional Surveyor No. 7900

Closure Report



Parcel 2-U: RW4 RW5 RW6 RW4

RW4 to RW5: South 88 Degrees 19 Minutes 59 Seconds East Dist. 11.83

RW5 to RW6: South 45 Degrees 14 Minutes 54 Seconds West Dist. 45.52

RW6 to RW4: North 32 Degrees 19 Minutes 28 Seconds East Dist. 38.33

Perimeter: 95.68

Area: 195.1 sq. ft., Acres: 0.0045

Error North: -0.00 Error East: -0.01

Error bearing: North 74 Degrees 48 Minutes 01 Seconds East Total Dist. Error: 0.01

Error of Closure: 1:14974

North Canton City Council  
Finance and Property Committee

Ordinance No. 45 - 2016

An ordinance repealing and replacing Ordinance No. 32 – 2013 establishing rental rates and policies for rental of the North Canton Civic Center and gazebo, repealing any and all legislation passed previously and inconsistent with this ordinance, and declaring the same to be an emergency.

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

Section 1. That the following rental rates and policies for the rental of the North Canton Civic Center located at 845 West Maple Street, be, and the same are hereby established as follows:

	<b>Events Hall</b>
Friday	\$ 600.00
Saturday	900.00
Sunday	600.00
Weekdays	325.00
Holiday Weekdays	900.00
Weekdays AM*	225.00

That the weekday morning rate shall apply to rentals that vacate the premises by 1:00 noon.

Section 2. That there be, and are hereby established the following discount rates for rental of the third day of the North Canton Civic Center:

	<b>Events Hall</b>
Friday	\$ 500.00
Saturday	700.00
Sunday	500.00
Weekdays	275.00
Weekdays AM*	200.00

Said rates shall be applicable after rental of two days at the regular rate.

Section 3. That there be, and are hereby established the following discount rates for rental of the fourth day of the North Canton Civic Center:

	<b>Events Hall</b>
Friday	\$ 450.00
Saturday	600.00
Sunday	400.00
Weekdays	250.00
Weekdays AM*	150.00

Said rates shall be applicable after rental of two days at the regular rate and the third day at the discount rate listed above.

Section 4. That there be, and is hereby established the following damage security deposit amounts for the Civic Center.

Events Hall	\$ 400.00
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The rate schedule for the damage security deposit is not the maximum amount for which a renter may be held responsible.

Section 5. That there be, and is hereby established the following rental rates for outdoor chairs for use at the Civic Center Gazebo.

Rental Chairs	\$ 150.00
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Said rates shall be applicable for a single day's rental for up to and including fifty chairs.

Section 6. That at any event where alcoholic beverages are to be provided, the renter pay an additional amount of \$300.00 to the City of North Canton, which amount shall be applied to the cost of providing security services.

Section 7. That there be, and is hereby established a contract rate of (10%) discount for five up to nine weekly reservations, excluding Friday nights and Saturdays, in a twelve month period.

That there be, and is hereby established a contract rate of (25%) discount for ten or more weekly reservations, excluding Friday nights and Saturdays, in a twelve month period.

Said discount shall be applicable to reservations made prior to the effective date of this ordinance, but be used in part subsequent to the effective date of this ordinance.

Section 8. That there be, and is hereby established the following refund policy for cancellation of a reservation for the North Canton Civic Center: a reservation confirmation requires that one-half of the applicable rental rate be paid at the time of confirmation.

Cancellation 120 days prior to reservation	Full Refund
Cancellation 90 to 120 days prior to reservation	Fifty (50%) Percent Refund
Cancellation less than 90 days	No Refund

Section 9. That there be, and is hereby established a procedure whereby governmental and school entities shall have the option of renting the North Canton Civic Center through a purchase order.

- Section 10. That the Mayor, be, and is hereby authorized to establish a security policy for the North Canton Civic Center.
- Section 11. That games of chance shall be permitted at the Civic Center if the renter complies with the laws of the City of North Canton and the State of Ohio.
- Section 12. That Ordinance No. 32 - 2013 and any and all legislation passed previously and inconsistent with this ordinance, be, and the same is hereby repealed.
- Section 13. 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 14. 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 implementation of the North Canton Civic Center and gazebo rental rates; 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 \_\_\_\_\_, 2016

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

SIGNED: \_\_\_\_\_, 2016

ATTEST:

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

North Canton City Council  
Finance and Property Committee

Ordinance No. 46 - 2016

An ordinance permitting the City of North Canton to accept certain Sanctuary lots as collateral for a performance bond in the amount of \$97,823.00, and a maintenance bond in the amount of \$103,706.00, between the City and McKinley Development Corporation for The Sanctuary No. 3 construction project, 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 McKinley Development Corporation shall secure a performance bond in the amount of \$97,823.00, and a maintenance bond in the amount of \$103,706.00, by offering certain Sanctuary lots as collateral, as more fully described in the deeds attached hereto and incorporated herein, thereby guaranteeing the timely installation of necessary public utilities and other improvements as described in North Canton Codified Ordinance 1107.07, for The Sanctuary No. 3 construction project.
- Section 2. That the Mayor be, and is hereby authorized to sign deeds for the above-described performance bond and maintenance bonds.
- 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 and further necessary for assuring necessary construction obligations are timely completed for The Sanctuary No. 3 project; 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.

Passed in Council this \_\_\_\_\_ day of \_\_\_\_\_ 2016

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

Signed: \_\_\_\_\_, 2016

ATTEST:

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