

NOTICE OF NORTH CANTON CITY SPECIAL COUNCIL MEETING
Monday, December 11, 2017, 6:30 p.m., City Hall

Agenda

1. Call to Order
2. Presentation: Fieldcrest Estate zoning amendment proposal
3. Opening Prayer – Reverend Rich Homes – Northminster Presbyterian Church
4. Pledge of Allegiance
5. Roll Call
6. Consideration

Council Meeting Minutes: November 27, 2017

Special Committee of the Whole Meeting Minutes: November 27, 2017

Organizational Meeting Minutes: December 2, 2017

Special Council Meeting Minutes: December 4, 2017

Financial Statements: November 2017

Reappointment of Doug Lane to the Civil Service Commission

7. Recognition of Visitors
8. New Business
9. **Ordinance No. 102 - 2017 - 1st Reading - Park and Recreation Committee**

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids for the Price Park Culvert Replacement Phase II Project, and authorizing the Mayor, upon Board of Control approval, to enter into a contract for the Project, and declaring the same to be an emergency.

10. **Ordinance No. 103 - 2017 - 1st Reading - Street and Alley Committee**

An ordinance establishing a Trailway easement by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantor, and Stark County Park District ("Stark Parks"), Grantee, running through the property known as Parcel No. 9480025, and being Out Lot 299, located within the City of North Canton, Stark County, Ohio.

11. **Ordinance No. 104 - 2017 - 1st 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 a contract for the Everhard Road and Whipple Avenue Waterline Replacement Project, at a total cost not to exceed \$250,000.00.

12. Ordinance No. 105 - 2017 - 1st 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 a contract for the Dressler Road Waterline Replacement Project, at a total cost not to exceed \$550,000.00, and declaring the same to be an emergency.

13. Ordinance No. 106 - 2017 - 1st Reading - Finance and Property Committee

An ordinance amending Ordinance No. 63 - 2017, the Price Park Walking Path Reconstruction Phase I Project ("Project") in the City of North Canton, increasing the appropriation from not to exceed \$120,000.00 to not to exceed \$148,000.00, for the Project, and declaring the same to be an emergency.

14. Ordinance No. 107 - 2017 - 1st Reading - Finance and Property Committee

An ordinance amending Ordinance No. 64 - 2017, the Eastwood Park Tennis Court Replacement Project ("Project") in the City of North Canton, increasing the appropriation from not to exceed \$95,000.00 to not to exceed \$150,000.00, for the Project, and declaring the same to be an emergency.

15. Ordinance No. 108 - 2017 - 1st Reading - Finance and Property Committee

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, 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 residents in Canton Municipal Court, for a period of one year commencing January 1, 2018 and ending December 31, 2018, 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	Director of Administrative Services
Clerk of Council		

18. Final Call for New Business

19. December's Meeting Schedule

Monday, December 18, 2017 - no meeting
Monday, December 25, 2017 - no meeting
Monday, January 8, 2018 - Council meeting

20. Adjourn

North Canton City Council
Park and Recreation Committee

Ordinance No. 102 - 2017

An ordinance authorizing the Director of Administration of the City of North Canton to advertise and receive bids for the Price Park Culvert Replacement Phase II Project, and authorizing the Mayor, upon Board of Control approval, to enter into a contract for the Project, and declaring the same to be an emergency.

WHEREAS, the City desires to seek bids and enter into a contract with the lowest and best bidder for the Price Park Culvert Replacement Phase II 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 Director of Administration, be, and is hereby authorized to advertise and receive bids for the Project according to specifications now on file in the Director's office.

Section 2. That the Mayor, upon Board of Control approval, is authorized to enter into a contract for the Price Park Culvert Replacement Phase II Project.

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:

209 STORM SEWER IMPROVEMENT LEVY FUND		
209.745.5229	Contract Payments	\$250,000.00

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 Price Park Culvert Replacement Phase II Project during a weather-permitting season so that residents and guests may timely utilize the park's health and recreation benefits; 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 full force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2017

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Street and Alley Committee

Ordinance No. 103 - 2017

An ordinance establishing a Trailway easement by and between the City of North Canton, an Ohio charter municipal corporation ("City"), Grantor, and Stark County Park District ("Stark Parks"), Grantee, through the property known as Parcel No. 9480025, and being Out Lot 299, located within the City of North Canton, Stark County, Ohio.

WHEREAS, the City and Stark Parks desire to establish a Trailway easement across City owned Out Lot 299, in the Washington Square Development.

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

- Section 1. That establishing a Trailway easement known as Parcel No. 9480025, by and between the City, and Stark Parks, be, and the same is hereby approved, confirmed and accepted.
- Section 2. That attachments regarding this easement more fully describing the parcel and 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 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 _____, 2017

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

[Space Above This Line for Recording Data]

TRAILWAY EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, ("Agreement"), is entered into as of the _____ day of July, 2017, by and between **CITY OF NORTH CANTON**, an Ohio Political Subdivision (the "Grantor"), and **STARK COUNTY PARK DISTRICT**, an Ohio Political Subdivision, (the "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of a certain 4.26 acre parcel of real estate situated in the City of North Canton, Stark County, Ohio and being Out Lot 299 in the City of North Canton (Stark County Auditor's Parcel No. 9480025), and claims title through instrument recorded at Stark County Official Records Imaging No. 200303240025993; and

WHEREAS, the Grantor and Grantee have declared their intent to establish a permanent Seven and a half foot from the center line (15') easement for the location and maintenance of a ten foot (10') wide crushed limestone walking and biking path and a temporary twenty-five foot (25') wide easement during the construction period, over and across the Grantor's Property in the location set forth in "Exhibit A" attached hereto, (the "Easement Area") known as The Hoover Connector Trail.

NOW THEREFORE, in consideration of the forgoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Grant of Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, the right, privilege and easement, for a permanent Seven and a half foot from the center line (15') easement for the

location and maintenance of a ten foot (10') wide crushed limestone walking and biking paths over and across the Grantor's Property in the locations of the Easement Area (as set forth in Exhibit "A" attached hereto), and to obtain access to the Grantor's Property at times and in a reasonable manner to maintain and repair the Easement Area.

2. Use Restrictions and Performance Covenants. Grantor hereby restricts the use of the Easement Area to be used only as open space; provided, however, that Grantee, or its respective nominee(s), shall construct a walking and biking path together with related landscaping and additional improvements appropriate thereto, including by way of example; a drinking fountain or water station, benches, signage, pedestrian roadway crossings & signals, and drainage systems, all of which shall be maintained by Grantee in good condition. The Easement Area shall be used exclusively for the purpose of the installation, operation, repair, maintenance, re-building, replacing, relocating and removal of park trails and appurtenances thereto, all of which shall be the Grantee's responsibility.

3. Grant of Temporary Easement. Grantor hereby gives, grants, conveys, extends and confers unto the Grantee, its successors and assigns, a temporary right, privilege and easement over a five foot (5') area on either side of the easement described in paragraph No. 1, above, for the construction of the aforementioned walking and biking path. The duration of said temporary easement shall be for ninety (90) days, commencing upon the date that work on the project is first commenced by the Grantee or its duly authorized employees, agents and contractors.

4. Adjacent Property. The rights of the Grantee and its agents, employees, invitees, successors and/or assigns are limited to the Easement Area. Grantee may post signs (i.e. "No Trespassing") within the Easement Area to limit use of the walking/biking trails and related park facilities to within the boundaries of the Easement Area.

5. Maintenance/Repair. Grantee shall be responsible for the overall maintenance of the Easement Area and shall generally maintain the area for safe usage. If Grantee enters upon Grantor's Property to maintain and/or repair the Easement Area, Grantee shall promptly restore any area affected by such maintenance or repair work at its own expense to its condition immediately prior to such work to the extent compatible with the exercise by Grantee of its easement rights.

6. Indemnification by Grantee. Grantee shall indemnify, save, hold harmless, and defend the Grantor, its agents and employees, from and against any actual or alleged loss, damage, liability, or expense, including reasonable legal fees, because of any injury to person or property, including property owned by Grantor and Grantor's successors and assigns, caused by any act or omission of Grantee, its agents, lessees, employees, invitees, successors, assigns, contractors, or any other person in connection with Grantee's maintenance, repair and/or use of the Easement Area.

7. Agreement Runs with the Land. The provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Grantee, the Grantor and their respective successors and assigns.

8. Matters of Record. The easement rights granted herein are subject to all existing matters of record.

9. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

10. Prevailing Party Legal Fees. In the event that any party hereto institutes legal action to enforce the provisions of this Agreement, the prevailing party therein shall be entitled to be awarded by the court reasonable attorney's fees (including the reasonable cost of in-house and/or staff counsel) incurred in such action.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CITY OF NORTH CANTON,
an Ohio Political Subdivision - Grantor

By: _____

David J. Held, Mayor

STARK COUNTY PARK DISTRICT,
an Ohio Political Subdivision - Grantee

By: _____

Robert A. Fonte, Director

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of July, 2017, before me a Notary Public in and for said County, personally came the above named CITY OF NORTH CANTON, an Ohio Political Subdivision, by David J. Held, its Mayor, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said CITY OF NORTH CANTON, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at North Canton, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

STATE OF OHIO :
 :SS:
COUNTY OF STARK :

BE IT REMEMBERED, that on this _____ day of July, 2017, before me a Notary Public in and for said County, personally came the above named STARK COUNTY PARK DISTRICT, an Ohio Political Subdivision, by Robert A. Fonte, its Director, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of the said STARK COUNTY PARK DISTRICT, and of him personally.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio on this day and year aforesaid.

NOTARY PUBLIC

My commission expires: _____

Approved as to legal form and sufficiency:

WILLIAM F. MORRIS
Counsel for the Stark County Park District

Approved as to legal form and content:

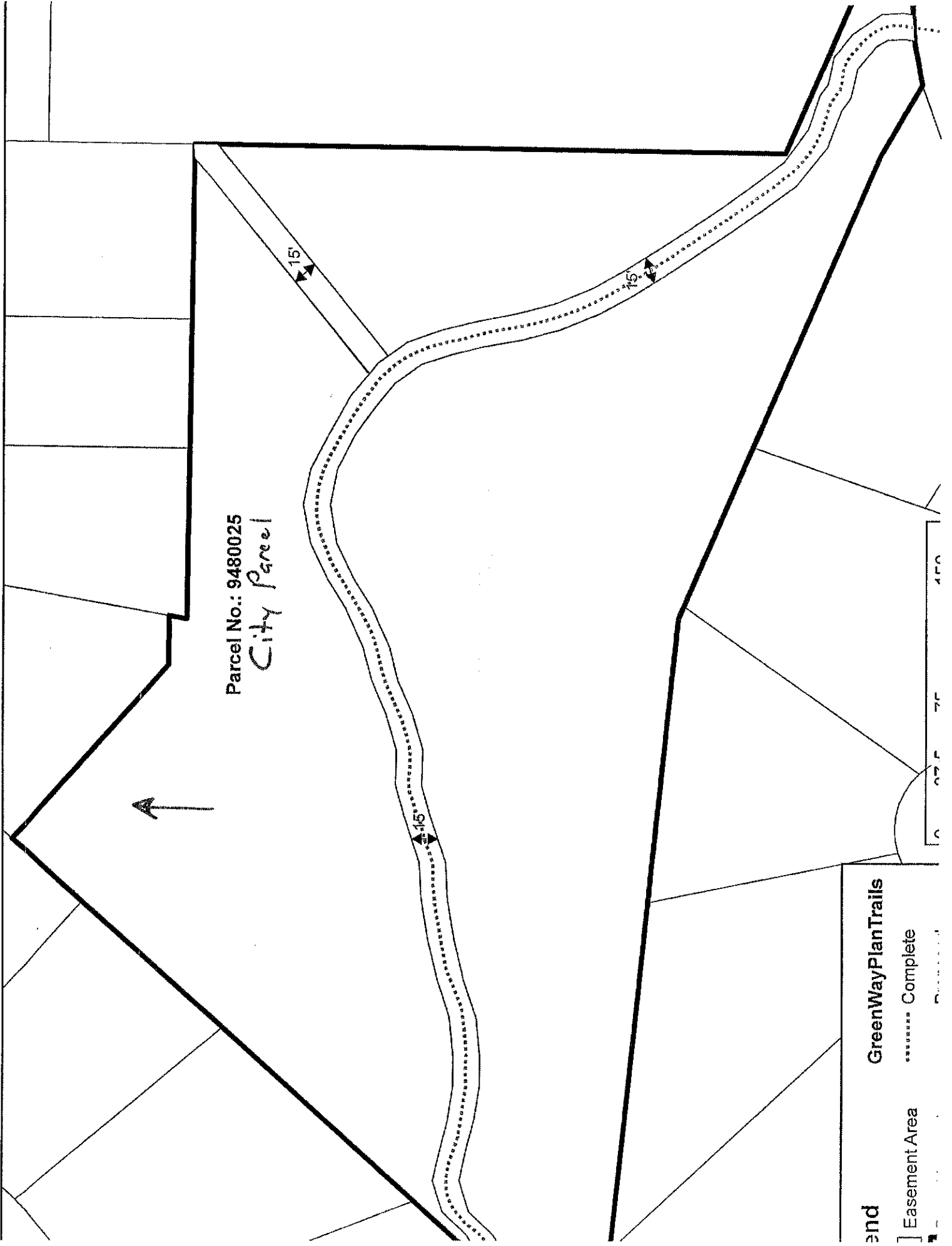
TIMOTHY L. FOX, Director of Law
City of North Canton

This instrument prepared by:

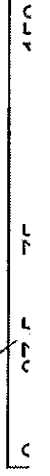
STARK COUNTY PARK DISTRICT

DRAFT

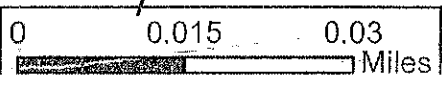
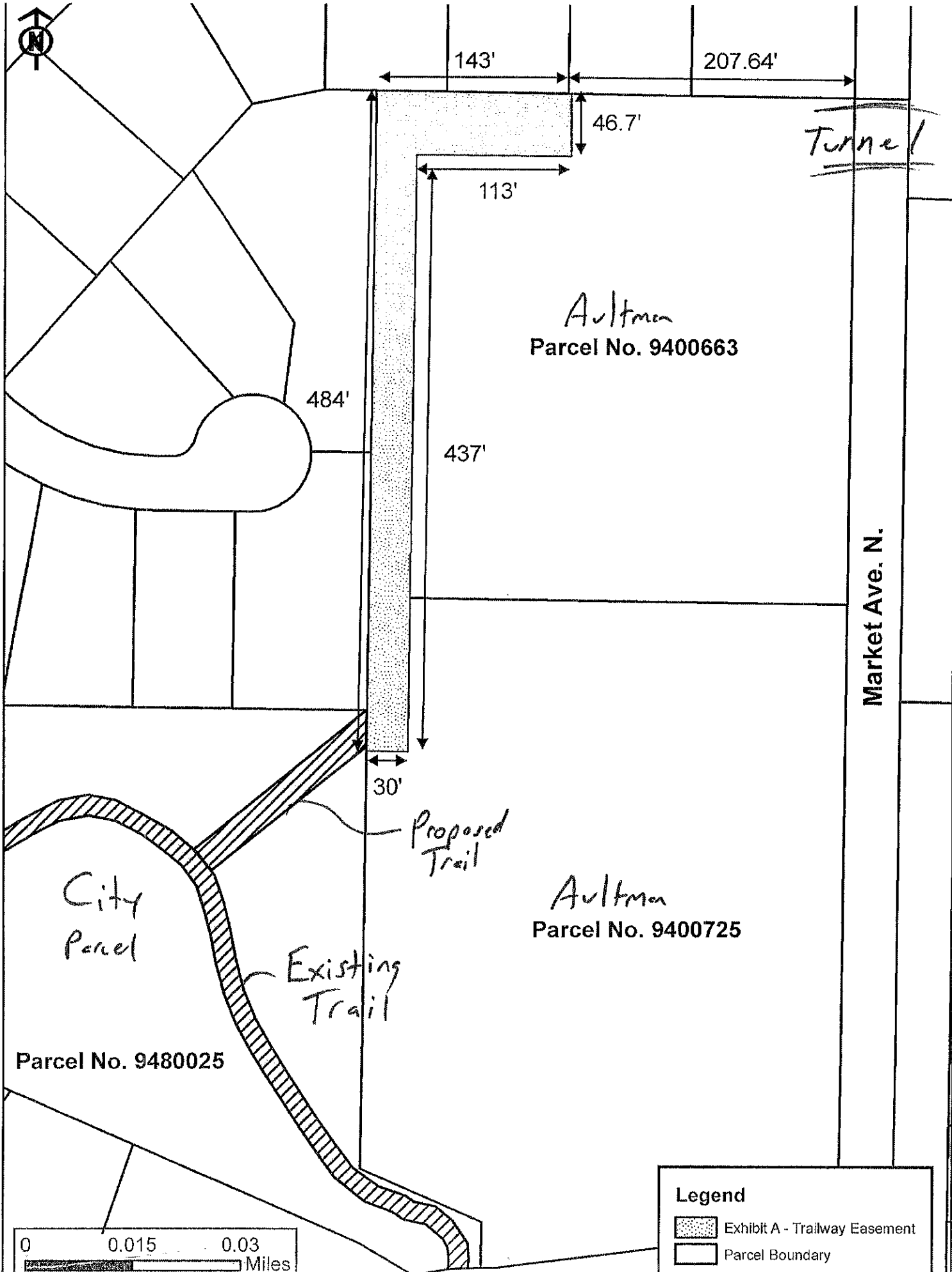
EXHIBIT A





Parcel No.: 9480025
City Parcel

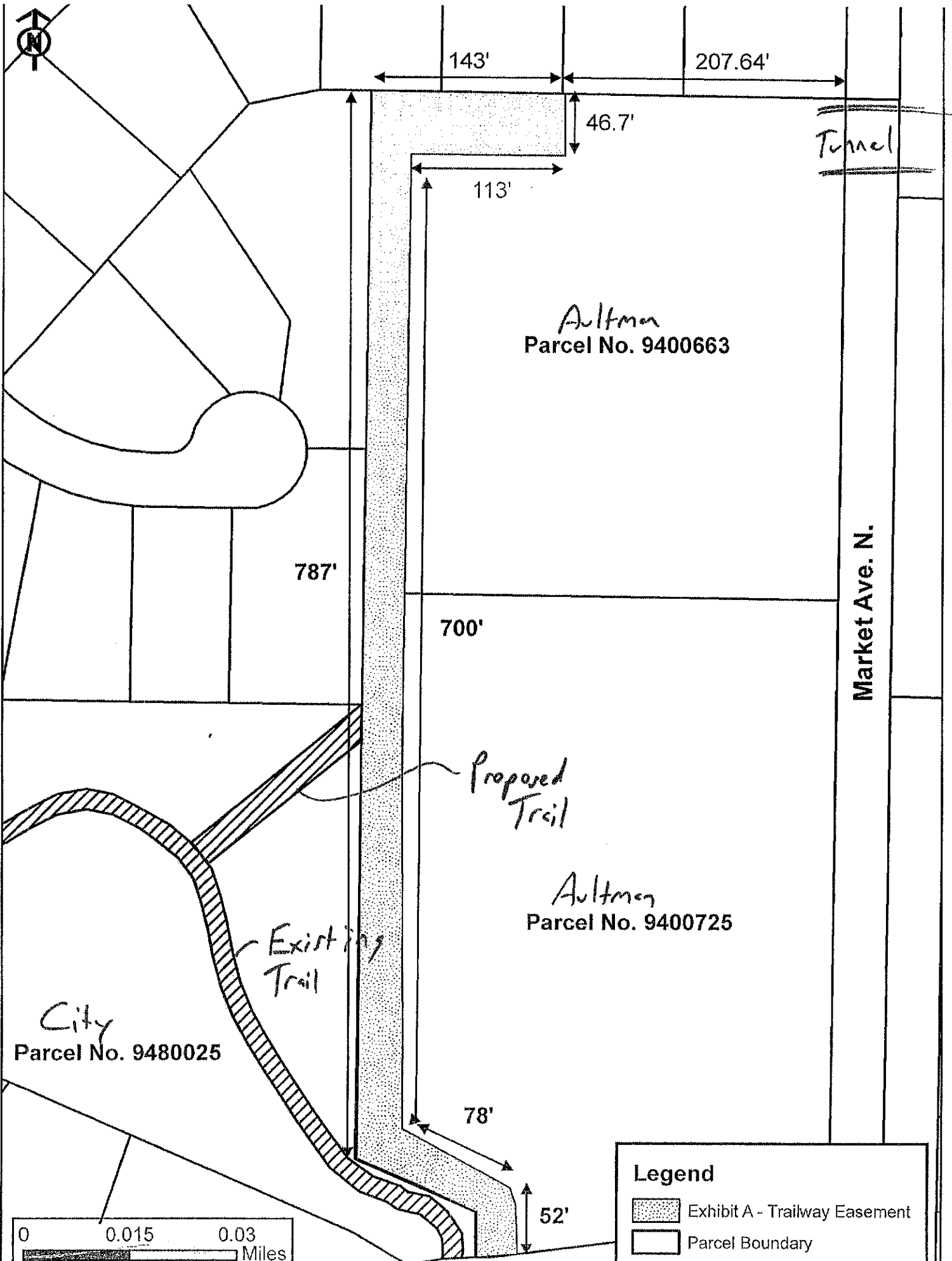


Legend	
	GreenWay Plan Trails
	Easement Area
	Complete



Legend

-  Exhibit A - Trailway Easement
-  Parcel Boundary



North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 104 - 2017

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 a contract for the Everhard Road and Whipple Avenue Waterline Replacement Project, at a total cost not to exceed \$250,000.00.

WHEREAS, Everhard Road and Whipple Avenue requires a waterline replacement; and

WHEREAS, the City desires to enter into a contract with the lowest and best bidder for a waterline replacement at Everhard Road and Whipple Avenue.

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 Everhard Road and Whipple Avenue Waterline Replacement Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Everhard Road and Whipple Avenue Waterline Replacement Project, at a total cost not to exceed \$250,000.00.

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 from the following appropriation:

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Water Lines	\$250,000.00

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 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 _____ 2017

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

AGREEMENT

EVERHARD ROAD AND WHIPPLE AVENUE WATER WORK

This Agreement is made and entered into this ____ day of _____, 2018, by and between the Board of County Commissioners of Stark County, Ohio, with offices located at the County Administrative Building, 110 Central Plaza South, Suite 240, Canton, Ohio 44702, duly authorized by a resolution adopted on the ____ day of _____, 2018; hereinafter referred to as the COUNTY; 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 _____, 2018.

WHEREAS, there is currently located in Plain Township, Jackson Township and the City of North Canton roadways on Everhard Road and Whipple Avenue; and

WHEREAS, the CITY wishes to install and replace waterlines outside the incorporated limits as part of the construction contract for the Everhard Road/Whipple Avenue (PID 89022); and

WHEREAS, it is in the best interests of the COUNTY and the CITY to reconstruct the roadways and construct new waterline; and

WHEREAS, the COUNTY and the CITY wish to resolve their respective liabilities and/or obligations with respect to the design, right of way and construction of said improvement.

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

1. The COUNTY will provide the design plans for the improvement of the roadways and bridges. The CITY will provide the design plans for the proposed new waterline and replacement/relocation of existing waterlines.
2. The COUNTY and the CITY will provide and pay for construction supervision for their respective portions of the project.

3. The CITY will reimburse the COUNTY for all costs associated with the necessary water line improvements, for all expenses related to the new waterline and replacement of existing waterlines. Included in these costs are a percentage of the cost of overall project incidental items; maintenance of traffic, mobilization, field office, layout stakes and bond. The percentage shall be based on the overall cost of the project as compared to the cost of the water work.
4. The COUNTY will advertise and open bids for the project.
5. The CITY will review the bids to ensure that the costs associated with the new waterline improvements are reasonable and not unbalanced.
6. The COUNTY shall award the contract for construction of the project.
7. The COUNTY will invoice the CITY on a monthly basis for waterline work performed on the project. The CITY will reimburse the COUNTY within 30 days of receipt of an invoice.
8. Upon completion of the project, the COUNTY will maintain the new roadways and bridges. The CITY will maintain the new water lines.
9. This Agreement contains the entire agreement by and between the parties and the terms contained herein are contractual and are not a mere recital.

IN WITNESS WHEREOF, we have hereunto set our hands to this instrument this _____ day of _____, 2018.

WITNESSES:

WITNESSES:

THE CITY OF NORTH CANTON

Mayor

THE BOARD OF COMMISSIONERS
STARK COUNTY, OHIO

Approved as to legal
form and sufficiency:

By: _____
Assistant Prosecuting Attorney
Stark County, Ohio

Approved as to legal
form and sufficiency:

By: _____
City of North Canton Law Director

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 105 - 2017

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 a contract for the Dressler Road Waterline Replacement Project, at a total cost not to exceed \$550,000.00, and declaring the same to be an emergency.

WHEREAS, Dressler Road requires waterline replacement; and

WHEREAS, the City desires to enter into a contract for a waterline replacement at Dressler Road.

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 Dressler Road Waterline Replacement Project.

Section 2. That the Mayor of City of North Canton, upon Board of Control approval, be, and is hereby authorized to enter into a contract for the Dressler Road Waterline Replacement Project, at a total cost not to exceed \$550,000.00.

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 from the following appropriation:

651	WATER EXP. REPL & IMPROVEMENT FUND	
651.767.5502	Facilities – Inside Water Lines	\$550,000.00

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 bid process and completion of the Dressler Road Waterline Replacement Project during a weather permitting season; 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 _____ 2017

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 106 - 2017

An ordinance amending Ordinance No. 63 - 2017, the Price Park Walking Path Reconstruction Phase I Project ("Project") in the City of North Canton, increasing the appropriation from not to exceed \$120,000.00 to not to exceed \$148,000.00, for the Project, and declaring the same to be an emergency.

WHEREAS, bids to complete the Price Park Walking Path Reconstruction Phase I Project were lower than anticipated; and

WHEREAS, increasing the appropriation from not to exceed \$120,000.00 to not to exceed \$148,000.00 should attract sufficient bids to complete the construction Project in a timely manner; and

WHEREAS, it is crucial to the City's residents and guests that the Project be awarded to the lowest and best bidder in sufficient time have construction completed prior to the spring season.

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

- Section 1. That Ordinance No. 63 - 2017, the Price Park Walking Path Reconstruction Phase I Project, be, and the same is hereby amended to allow for the rebidding the Project with an increase in the appropriation from not to exceed \$120,000.00 to not to exceed \$148,000.00; a copy of Ordinance No. 63 - 2017 is attached hereto and is incorporated herein.
- 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 further necessary to quickly rebid the project so that it may be completed during favorable weather conditions; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2017.

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 107 - 2017

An ordinance amending Ordinance No. 64 - 2017, the Eastwood Park Tennis Court Replacement Project ("Project") in the City of North Canton, increasing the appropriation from not to exceed \$95,000.00 to not to exceed \$150,000.00, for the Project, and declaring the same to be an emergency.

WHEREAS, bids to complete the Eastwood Park Tennis Court Replacement Project were lower than anticipated; and

WHEREAS, increasing the appropriation from not to exceed \$95,000.00 to not to exceed \$150,000.00 should attract sufficient bids to complete the construction Project in a timely manner; and

WHEREAS, it is crucial to the City's residents and guests that the Project be awarded to the lowest and best bidder in sufficient time have construction completed prior to the spring season.

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

- Section 1. That Ordinance No. 64 - 2017, the Eastwood Park Tennis Court Replacement Project, be, and the same is hereby amended to allow for the rebidding process for the Project, which shall increase the appropriation from not to exceed \$95,000.00 to not to exceed \$150,000.00; a copy of Ordinance No. 64 - 2017 is attached hereto and is incorporated herein.
- 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 further necessary to quickly rebid the project so that it may be completed during favorable weather conditions; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this _____ day of _____ 2017.

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council

North Canton City Council
Finance and Property Committee

Ordinance No. 108 - 2017

An ordinance authorizing the Mayor of the City of North Canton, upon Board of Control approval, 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 residents in Canton Municipal Court, for a period of one year commencing January 1, 2018 and ending December 31, 2018, and declaring the same to be an emergency.

WHEREAS, the City of North Canton desires to provide legal counsel to indigent North Canton residents in Canton Municipal Court; and

WHEREAS, the City and the Stark County Public Defender's Office wish to enter into a contract for such 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 Mayor of the City of North Canton, upon Board of Control approval, 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, 2018 and ending December 31, 2018.
- 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 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 to provide timely legal defense services to indigent City residents and ensure there is no gap in coverage 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 the 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 _____ 2017.

David Held, Mayor

Signed: _____, 2017

ATTEST:

Mary Beth Bailey, Clerk of Council