

North Canton City Council
Finance and Property Committee

Ordinance No. 27 - 2017

An ordinance permitting the City of North Canton to enter into a sidewalk performance bond in the amount of \$52,179.00, and a maintenance bond in the amount of \$51,853.00, between the City and McKinley Development Corporation for The Sanctuary No. 3 construction project.

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

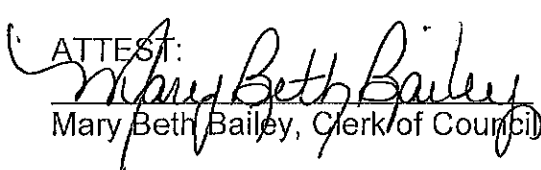
- Section 1. That the McKinley Development Corporation shall secure a performance bond in the amount of \$52,179.00, and a maintenance bond in the amount of \$51,853.00, thereby guaranteeing the timely installation of necessary public utilities and other improvements as described in North Canton Codified 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. 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 3rd day of April, 2017


David Held, Mayor

SIGNED: 4/7, 2017

ATTEST:


Mary Beth Bailey, Clerk of Council

SIDEWALK PERFORMANCE BOND

(The Sanctuary – Phase 3)

This Sidewalk Performance Bond is entered into on the date set forth herein by and between **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, (hereinafter known as the “Developer”), and the **CITY OF NORTH CANTON, OHIO**, a municipal corporation of the State of Ohio, (hereinafter known as “North Canton”):

WHEREAS, the Developer is the owner and developer of an allotment located within the City of North Canton, which allotment is known as The Sanctuary Phase 3 (the “Development”), as shown on the Plat recorded in Instrument Number 201607210028127 of the Stark County Records; and

WHEREAS, has requested Developer to provide this Sidewalk Performance Bond to secure the installation of the sidewalks within the Development; and

WHEREAS, the said Developer agrees to hold and firmly bind itself unto North Canton in the sum of FIFTY TWO THOUSAND ONE HUNDRED SEVENTY-NINE DOLLARS AND NO/100 (\$52,179.00), for which payment Developer binds itself by this instrument to perform the conditions and obligations set forth herein:

NOW, THEREFORE, the Developer agrees to undertake and complete as a condition of this obligation at its own expense all the necessary work required to complete the sidewalks in the Development.

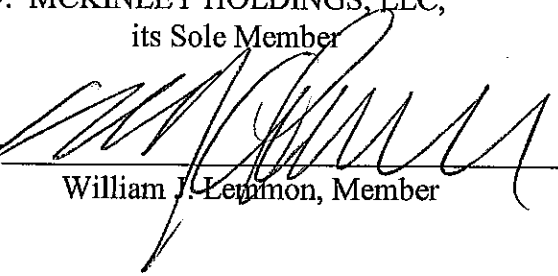
The Developer further agrees that a Mortgage Deed issued in accordance with Chapter 5301 of the Revised Code of the State of Ohio will be executed and delivered to North Canton, as security for the performance of the conditions of this agreement which Mortgage Deed will be enforceable in accordance with the terms and conditions therein stated.

Now, if said Developer as a party to this instrument shall well and truly perform the obligations stated above, then this Agreement and obligations shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the _____ day of January, 2017.

MCKINLEY-APPLEGROVE, LTD., an Ohio limited liability company

By: MCKINLEY HOLDINGS, LLC,
its Sole Member

By 
William J. Lemmon, Member

CITY OF NORTH CANTON, OHIO, a municipal corporation of the State of Ohio

By _____
Print Name _____
Its _____

Approved as to form and content:

Timothy L. Fox, Law Director

This instrument prepared by:

Jamie R. Minor, Esq.
Winkhart & Rambacher
825 South Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701

**MAINTENANCE BOND
SECURED BY MORTGAGE DEED**

This Maintenance Bond is entered into as of the ___ day of January, 2017, by and between **McKINLEY-APPLEGROVE, LTD.**, an Ohio limited liability company, (the "Developer"), and the **CITY OF NORTH CANTON**, a municipal corporation of the state of Ohio, (the "City").

WHEREAS, the Developer is the owner and developer of an allotment located within the City of North Canton, which allotment is known as The Sanctuary Phase 3 (the "Development"), as the same is shown in Instrument Number 201607210028127 of the Stark County Official Records; and

WHEREAS, the Developer has installed certain improvements within the Development in accordance with the City's plans and specifications; and

WHEREAS, the City has agreed to accept the work performed by Developer in exchange for the Developer's acceptance of the terms and conditions contained within this Maintenance Bond; and

WHEREAS, the Developer agrees to hold and firmly bind itself unto the City in the sum of FIFTY-ONE THOUSAND EIGHT HUNDRED FIFTY-THREE DOLLARS AND NO/100 (\$51,853.00), the payment of which shall guarantee the performance of the conditions and obligations set forth herein; and

NOW, THEREFORE, the Developer agrees to be responsible for the maintenance of the improvements installed in accordance with the plans and specifications approved by the City and for providing services necessary to guarantee access to all occupied property, excluding snow removal, for a period of one (1) year from January 1, 2017. The Developer further agrees to be responsible for routine maintenance of all improvements and to repair all failures due to faulty construction as soon as they become apparent. The Developer agrees to make repairs due to erosion or abuse by utility companies installing utilities and to repair all failures for other reasons during the one (1) year period. The Developer agrees to restore the improvements at the end of the Maintenance period.

The Developer further agrees that a Mortgage Deed issued in accordance with Chapter 5301 of the Revised Code of the State of Ohio will be executed and delivered to the City by the Developer and incorporated herein as security for the performance of the conditions of this agreement, which Mortgage Deed will be enforceable in accordance with the terms and conditions therein state. Said Mortgage shall convey all lots, lands, conditions, easements, rights-of-way and appurtenances held by the Developer as to the plat of land described herein including roadways.

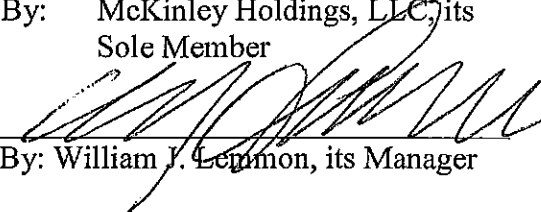
Now, if said Developer, as a party to this instrument, shall well and truly perform the obligations stated above within the time hereinbefore set out, then this agreement and obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first set forth above.

McKINLEY-APPLEGROVE, LTD.,
an Ohio limited liability company

CITY OF NORTH CANTON, a municipal
corporation of the State of Ohio

By: McKinley Holdings, LLC, its
Sole Member


By: William J. Lemmon, its Manager

By: _____
Print Name: _____
Title: _____

Approved as to form and content:

Timothy L. Fox, Director of Law

This instrument prepared by:

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