

**CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA**

February 2, 2010

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Led by Tiger Cubs, Pack 303

3. **ROLL CALL**

4. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**

January 19, 2010

5. **REPORTS OF STANDING COMMITTEES**

6. **CITIZENS' COMMENTS - AGENDA MATTERS (Five Minutes per Individual - No Yield)**

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

A. Senior Citizens

B. Community Service Coordinator

C. Fire Chief

D. Police Chief

E. Engineer/Streets/Public Utilities

F. Finance Director

G. City Manager

H. Report of Mayor

HPC Business Owner Appointment

Civil Service Commission Appointment

Transfer of Liquor License

Appointment to 2010 Tax Incentive Review

(Stark City Regional Planning)

I. Parks & Recreation Board

J. Law Director

8. **THIRD READINGS** - None

9. **SECOND READINGS**

Resolution 2-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Designate the Clerk of Council As Public Records Representative for the Mayor and Council.

Resolution 3-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into a Contract with the Canal Fulton Heritage Society for the Operation of the Canal Boat for 2010.

Resolution 4-10: A Resolution By the Council for the City of Canal Fulton to Enter Into An Amended Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Marshallville Street Sanitary Sewer Extension.

10. **FIRST READINGS**

Resolution 6-10: A Resolution By the Council of the City of Canal Fulton, Ohio To Enter the Fourth Amendment to the 1997 Contract for Joint Staffing and Fire Services with Lawrence Township, Stark County, Ohio and Declaring An Emergency. (Under Suspension of the Rules)

Resolution 7-10: A Resolution By The Council of the City of Canal Fulton, Ohio To Enter Into An Agreement With the Nimishillen Township Board of Trustees for Dispatching Services.

Resolution 8-10: A Resolution Authorizing the City Manager to Enter Into A Contract By and Between the City of Canal Fulton and the City of Massillon Law Department for Providing Prosecution of Criminal and Traffic Offenders in the Massillon Municipal Court and Performance of Other Related Traffic and Criminal Legal Services for Canal Fulton, and Declaring the Same to Be An Emergency.

11. **PURCHASE ORDERS & BILLS**

P.O. 5921 to Workman's Auto Parts for all Department Supplies in the Amount of \$8,000.00

P.O. 5948 to Speedway SuperAmerica for Utility and Fire Department Fuel in the Amount of \$9,000.00

P.O. 5949 to Dawson Insurance Company for City Liability Insurance Premium (Reduction of 11% From Last Year) in the Amount of \$41,875.00.

P.O. 5952 to Dalmation Fire Equipment for 2 Scott Air Packs, Self Contained High Pressure Breathing Apparatus for Emergency Uses for Utility Department in the Amount of \$5,000.00

P.O. 5955 to Miscellaneous Vendors for 2009 Tax Refunds in the Amount of \$32,000.00.

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P.O. 5959 to Miscellaneous Vendors, GSA
Government Services Administration for 2010
Ford Explorer for Fire Command Vehicle in the
Amount of \$21,243.33.

BILLS: \$152,483.70

12. **OLD/NEW/OTHER BUSINESS**
13. **REPORT OF PRESIDENT PRO TEMPORE**
14. **REPORT OF SPECIAL COMMITTEES**
15. **CITIZENS COMMENTS – Open Discussion**
(Five Minute Rule)
16. **ADJOURNMENT**

RECORD OF PROCEEDINGS
CITY OF CANAL FULTON

Minutes of

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

January 19, 2010

Held

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COUNCIL MEETING

President ProTempore Linda Zahirsky called the January 19, 2010 City Council meeting to order at 7:00 PM in Council Chambers at City Hall.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Paul Bagocius, Nellie Cihon, Danny Losch, Sue Mayberry, Matt Moellendick and Linda Zahirsky

Absent: Mayor John Grogan

Others Present: Mark Cozy, City Manager; Scott Fellmeth, Law Director; Tammy Marthey, Clerk of Council; Daniel Mayberry, Service Director; Scott Svab, Finance Director; Glenn Boyd, Captain; Doug Swartz, Lieutenant; William Dorman, Engineer; Jim and Janet Deans, Michael Mouse, Resident; Linda Keillor and Durgesh Pabhoo, Business Owners; James Stewart Family, Citizen of the Year; Ray Jernigan, Citizen of the Year; and John Murphy, Community Service Employee.

CITIZENS OF THE YEAR

Ray Jernigan: Mr. Jernigan was honored as a dedicated, loyal citizen who has dedicated many hours to the Canal Fulton Dog Park.

James Stewart: Mr. Stewart was honored as a dedicated, loyal citizen who devoted his free time to planting the flowers in the downtown flower containers and then spent countless hours watering and maintaining them.

BUSINESS OWNERS OF THE YEAR

Doog's Minit Mart: Mr. Durgesh "Doog" Parbhoo has made countless donations to school and community organizations and has gone above and beyond in his support of the community

Keillor's Teddy Bear Shoppe: Mrs. Linda Keillor was recognized for her years of dedicated service to the city through the Heritage Society.

CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS

Mrs. Cihon moved to approve the January 5, 2010 record of proceedings, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

REPORTS OF STANDING COMMITTEES

Committee on Committees: Mrs. Zahirsky stated the following were present for the meeting: Mrs. Zahirsky, Mrs. Cihon and Mrs. Mayberry. Mr. Svab was also present for the meeting.

There was a discussion on Mrs. Mayberry serving on the Personnel/Rules Committee.

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Members of council were appointed to the following committees:

- Finance Committee: Linda Zahirsky, Sue Mayberry, Paul Bagocius and Danny Losch.
- Economic Development/Zoning Committee: Danny Losch, Nellie Cihon and Sue Mayberry.
- Personnel/Rules Committee: Nellie Cihon, Linda Zahirsky and Matthew Moellendick.
- Safety Committee: Paul Bagocius, Linda Zahirsky and Danny Losch.
- Public Service Committee: Nellie Cihon, Paul Bagocius and Matthew Moellendick.
- Planning Commission/HPC: Matthew Moellendick

Safety Committee: Mrs. Zahirsky reported council meet with the Lawrence Township Trustees, Canal Fulton Fire Department, Lawrence Township Fire and North Lawrence Township Fire chiefs. They have all agreed to form a committee to look at the possibility of joint fire district between Canal Fulton and Lawrence Township and also included would be North Lawrence representing part of Lawrence Township. There will be two trustees serving on the committee, a couple citizens, the fire chiefs and three council members.

The first meeting is going to be on February 25, 2009 at 7:00 PM at Canal Fulton fire station.

Mr. Losch stated he would like to commend the fire chiefs for their work on this endeavor and would like residents to get involved.

Some items for rationale were saving monies on joint purchases and the amount of additional equipment that can be shared by the departments.

Remind committees that first meeting needs to be held the first quarter of the year.

CITIZENS' COMMENTS - AGENDA MATTERS - None

REPORTS OF ADMINISTRATIVE OFFICERS

SENIOR CITIZENS (Nellie Cihon)

Swiss Steak Dinner: The next dinner will be served on January 23, 2010. They will be serving from 4-6:30 PM. Call the center for reservations.

Birthday Party: The center will be hosting a birthday party for Bertie Schroeder on February 21, 2010. She will be celebrating her 100th birthday.

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Trip: The center will be hosting a trip to New Orleans from October 10-16. The cost is \$539 for double occupancy. Call the Center for more information.

COMMUNITY SERVICE (John Murphy, Coordinator)

Month End and Year End Report: Mr. Murphy stated he submitted a monthly report and year end report. There were over 1,000 hours worked by 45 defendants.

They accomplished a lot of landscaping work and cleaning of the parks. They are currently doing work on the St. Helena III and assisting with snow removal.

The Council and City Manager commended Mr. Murphy for the great job he does.

FIRE CHIEF (Glenn Boyd, Captain) – No Report

POLICE DEPARTMENT (Doug Swartz, Lieutenant)

Monthly Report: Lt. Swartz stated the monthly report is included in the packet.

Mrs. Mayberry and Mr. Bagocius asked for definition of a few calls.

ENGINEER/STREETS/PUBLIC UTILITIES (William Dorman/Dan Mayberry)

Lakewood Estates: Mr. Dorman stated the project is still done for winter.

Resurfacing Grant: Mr. Dorman stated he is assisting the administration on the Canal Street resurfacing project grant.

He stated there is going to be a second round of stimulus money and will be attending a meeting with Mr. Cozy on Wednesday.

Marshallville Street Sanitary Sewer Project: A preconstruction meeting will take place soon for the project.

HPC/Planning Commission Meeting: There will not be a HPC/Planning Commission meeting this month due to no business.

High Street Water and Sanitary Line: Mr. Mayberry stated Wenger has not done the vacuum test on the manholes. Mr. Mayberry contacted Wenger and awaiting call back from them.

FINANCE DEPARMTENT (Scott Svab)

Year End Report: Mr. Svab stated he has included the final numbers in the report for 2009.

The were reduced revenues received from State and County Local Government funds, estate taxes, zoning fees and interest rates. This resulted in a loss of revenues of \$149,227.43. There was an increased collection of income taxes from 2008 by over \$253,559. Income Tax

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revenues for December 2009 were \$117,082, a 110% of the yearly estimated revenue.

Mr. Svab thanked the fire department for their hard work and diligence and the collected balance for 2009 was \$111,084.

Mr. Svab would like council and the finance committee to look into water operating expenses. The water operating receipts for the year were \$565,209 and the expenses were \$572,808.

High Street Sanitary Sewer and Waterline Project: Mr. Svab stated he received word today from OPWC that they paid Wenger Excavating for the High Street Sanitary Sewer and Waterline project.

Purchase Orders and Bills: Mr. Svab stated there are a number of purchase orders included in the packet as well as the bills.

CITY MANAGER (Mark Cozy)

Safety Committee Meeting: Mr. Cozy would like to schedule a safety committee meeting to discuss the arcade games.

2009 Year End Administrative Summary: Mr. Cozy submitted an Administrative Year End Summary.

- High Street Culvert Replacement/Erie Avenue Paving and Widening Project - Received OPWC award of \$647,833 and a CDBG award for 4103,584, along with County Engineer's match of \$27,929. Our local match is estimated at \$96,104. Project is expected to start in mid summer when fund are released.
- Marshallville Street Sanitary Sewer Project - The City received an ARRA/WPCF award of \$188,705. The projects total is \$377,410. Our local match this year is anticipated at \$188,705.
- Downtown Revitalization Plan - The City is awaiting release of the \$9,333 that was awarded to use through OECA. It is to develop an economic revitalization plan for the Historic District. The Stark County CIC has pledged \$8,625 toward the plan, which is estimated at \$27,500. The City's local match is estimated at \$9,542.
- Locust Street Repaving Project - Locust Street was repaved from Cherry Street to the Northwest Senior Citizen Center, the first time in our City's history. All funds used for this \$183,448 project were acquired through Federal Municipal Road Funds.
- It is planned to apply for the second round of ARRA funding to pave the remained of Locust Street in 2010.
- First Energy Solutions: The City received a grant in the amount of \$100,000 from First Energy Solutions.

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- ~~Canal Fulton Heritage Society - The City partnered again~~ with the Canal Fulton Heritage Society to operate the St. Helena III for the 2010 season. The ridership increased more than 30% and the income increased over 80% for 2009.
- Community Plan Committee - The City worked with the assistance of Stark County Regional Planning Commission to create a Community Plan for the City. It will be used as a reference to guide our future growth and development in a manner that is consistent with the community's identified mission.
- The City re-stripped a portion of downtown, created one way traffic and began leasing a parking lot in order to create more parking in the historic downtown.

REPORT OF MAYOR (John Grogan) – Not Present

PARKS & RECREATION BOARD (Fred Fleming) - Not Present

LAW DIRECTOR (Scott Fellmeth) No Report

Mrs. Zahirsky stated they need a motion for receipt of the December Financial Statement.

Mrs. Cihon moved that they are in receipt of the December Financial Statement, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

THIRD READINGS

Ordinance 47-09: An Ordinance By the Council of Canal Fulton, Ohio to Name the Safety Services Center in Canal Fulton After Eugene M. Fellmeth.

Mr. Losch moved for passage of Ordinance 47-09, seconded by Mrs. Cihon. **ROLL: Yes, Mr. Moellendick, Mrs. Cihon, Mrs. Zahirsky and Mr. Losch. Abstain, Mr. Bagocius and Mrs. Mayberry.**

Mr. Bagocius stated he debated about this, not because of the name because he doesn't know Mr. Fellmeth, but he debated the procedure in which they are naming buildings. He stated it didn't go through a committee or anything other than the Mayor mentioning it once and then legislation being prepared. He decided when it was time to vote, he is going to abstain and this is not a reflection on saying it is a good idea or a bad idea, it is more on the process that was used in naming the building.

Mrs. Zahirsky stated she appreciates that this Resolution passed. She stated for those who are new to the City and don't know Mr. Fellmeth, they might want to take the opportunity to call him and talk to him. He is a life long member of the community and served as the Mayor, Law Director, Judge in the area and his wife was a teacher at Northwest Intermediate. She is very pleased that they have taken this step forward to honor him for the many years he served the community. She thanks him for his service, as well as his military service.

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Resolution 34-09: A Resolution By the Council of Canal Fulton, Ohio Proclaiming Support For the Community Plan.

Mrs. Cihon moved for passage of Resolution 34-09, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mrs. Mayberry wanted to know if this resolution went through a committee. Mrs. Zahirsky stated no and stated that not every resolution has to go through a committee.

Mr. Bagocius stated he appreciates all the effort that everyone gave and he liked that this was a community effort. He stated when he votes yes, he is also voting to make sure that it doesn't collect dust on a shelf and would encourage all council members to think in the same terms and that they need to support it financially and with getting subcommittees or some oversight so that it does not get dust on it. Mr. Losch agreed on the comments as well.

Mrs. Zahirsky stated if they look at the grants that they have listed on the City Manager's year end report, the downtown revitalization hotel/train station plan is one of the most often commented on by the people of the town who attended the Community Plan Open House meeting. They have an opportunity to make sure it doesn't sit on a shelf through a part of this grant.

Resolution 35-09: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into a Contract With Metro Disposal for Trash Collection.

Mrs. Zahirsky stated this Resolution did not go through committee.

Mrs. Mayberry moved for passage of Resolution 35-09. The motion died for lack of a second.

It was stated there was a clause in previous vendor's contract where a six month cancellation notice was required or it went to auto renewal.

SECOND READINGS - None

FIRST READINGS

Resolution 2-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Designate the Clerk of Council As Public Records Representative for the Mayor and Council.

STANDS AS A FIRST

Resolution 3-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into a Contract with the Canal Fulton Heritage Society for the Operation of the Canal Boat for 2010.

STANDS AS A FIRST

Resolution 4-10: A Resolution By the Council for the City of Canal Fulton to Enter Into An Amended Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Marshallville Street Sanitary Sewer Extension.

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Resolution 5-10: A Resolution to Enter Into Contract with Mary Taylor, Auditor of State, for the 2009 Basic Financial Statements, Not to Exceed \$27,400, and Declaring an Emergency

Mrs. Cihon moved to suspend the rules on Resolution 5-10, seconded by Mr. Bagocius **ROLL: Yes, ALL.**

Mr. Moellendick moved for passage under suspension, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

PURCHASE ORDERS & BILLS

P.O. 5868 to Aultman Hospital for Paramedic Training Class for Chad Weitzel, Includes Class and Textbooks, in the Amount of \$3,800.00

Mrs. Cihon moved to approve P.O. 5868, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5870 to Cargill, Inc. for 300 Tons Road Salt at \$47.00/Ton in the Amount of \$14,100.00.

Mr. Moellendick moved to approve P.O. 5870, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

P.O. 5871 to Terry's Truck and Trailer for Boss Snow Plow Package With Lights and Installation in the Amount of \$4,348.00.

Mrs. Mayberry moved to approve P.O. 5871, seconded by Mr. Losch. **ROLL: Yes, ALL.**

P.O. 5872 Terry's Truck and Trailer for Truck Mounted Salt Spreader in the Amount of \$5,480.00.

Mrs. Cihon moved to approve P.O. 5872, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5881 to Dollar Bank Leasing Corp. for Semi Annual Payments for Squad in the Amount of \$26,796.00.

Mr. Moellendick moved to approve P.O. 5882, seconded by Mrs. Mayberry **ROLL: Yes, ALL.**

P.O. 5882 to LOGIC for Dispatch Fees for 2010 in the Amount of \$47,316.96.

Mrs. Cihon moved to approve P.O. 5882, seconded by Mr. Losch. **ROLL: Yes, ALL.**

P.O. 5883 to Vision Service Plan for Vision Plan for 12 Month Premium in the Amount of \$9,863.64.

Mrs. Cihon moved to approve P.O. 5883, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5886 to Scott Fellmeth for Yearly Office Stipend in the Amount of \$3,600.00

Mr. Losch moved to approve P.O. 5883, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

Mr. Bagocius asked for the difference between stipends versus retainer, versus just the salary.

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Law Director Fellmeth stated the stipend is for the reimbursement for his secretarial services and administrative costs. He stated his secretary's services are greatly utilized because she prepares all the ordinances and resolutions and other matters such of contractual responsibilities. He stated this was in effect before he was law director and there has not been a change in the amount.

P.O. 5887 to Clemans-Nelson & Associates, Inc. for \$175.00 Monthly Retainer Fee and Estimated Expenses for 2010 in the Amount of \$7,000. Mrs. Cihon moved to approve P.O. 5887, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Losch asked what services we get from them.

Mr. Svab stated they are mainly used for labor negotiations and personnel issues. He stated with union contracts coming up, he looks at last year's history and added a few thousand dollars. He stated hopefully they don't use the amount, but is encumbering that amount for the service.

P.O. 5889 to Southeastern Equipment Company to Rebuild Transaxle and Brakes on Loader Flush Hydraulic Lines and Replace Filters (Estimated Repair Costs) in the Amount of \$5,549.48.

Mr. Moellendick moved to approve P.O. 5889, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

P.O. 5893 to Dale B. Kincaid for Income Tax Collection Fees in the Amount of \$6,000.

Mrs. Cihon moved to approve P.O. 5893, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5894 to John Hatfield for Lease Agreement for 2010 for Downtown Parking Lot in the Amount of \$4,800.

Mrs. Cihon moved to approve P.O. 5894, seconded by Mr. Losch. **ROLL: Yes, ALL.**

Mr. Losch asked if this was a one year contract. Mr. Cozy stated three year. The Law Director stated we could opt out after one year.

P.O. 5895 to Pellini and Associates, LLC for Estimated Legal Fees in the Amount of \$20,000.00. Mr. Losch moved to approve P.O. 5895, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Bagocius asked if there were any issues that would generate the \$20,000.

Mr. Svab stated it was for annexations.

P.O. 5896 to CMI for Annual Software Fees and Data Base Support for Payroll and Utilities in the Amount of \$6,274.75.

Mr. Moellendick moved to approve P.O. 5896, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

P.O. 5897 to Nextel-Sprint Communications for Cell Phone Usage for Police Department in the Amount of \$3,600.00. Mrs. Cihon moved to approve P.O. 5897, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

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Mr. Bagocius asked why the Police Department had Nextel and the other city employees have Verizon.

Mr. Svab stated there had been several changes in service between Nextel and Verizon and the police department chose to stay with Nextel. The costs are comparable.

Mr. Bagocius would like cell phones reviewed and see if all the phones are needed within the departments.

P.O. 5898 to Ohio Department of Jobs and Family Service for Three Months Estimated Unemployment Claim in the Amount of \$4,758.06. Mrs. Cihon moved to approve P.O. 5898, seconded by Mr. Losch. **ROLL: Yes, Mr. Bagocius, Mrs. Cihon, Mr. Moellendick, Mrs. Zahirsky and Mr. Losch. Abstain, Mrs. Mayberry.**

P.O. 5899 to Republic Waste Service for Contract Waste Hauling, All Departments, in the Amount of \$5,330.00.

Mr. Losch moved to approve P.O. 5899, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5900 to Ohio Billing, Inc. for Estimate Fees for EMS Billing in the Amount of \$4,500.

Mrs. Cihon moved to approve P.O. 5900, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

P.O. 5901 to Verizon Wireless for All Departments Cell Phone Estimated Usage in the Amount of \$10,920.00.

Mrs. Cihon moved to approve P.O. 5901, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5905 to MetLife Insurance Company for Estimated Premiums for One Year, Dental Plan, Employer's Portion, in the Amount of \$22,800.00

Mr. Moellendick moved to approve P.O. 5905, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

P.O. 5906 to Hometown Insurance Group, Inc. for Estimated Health Insurance Group, Inc. for One Year in the Amount of \$165,000.00.

Mrs. Cihon moved to approve P.O. 5906, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

P.O. 5907 to Ohio Edison Company for Estimated Electric Expenses, All Departments, in the Amount of \$239,300.00.

Mr. Moellendick moved to approve P.O. 5907, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

Mr. Bagocius asked if we have done an electric evaluation for cost savings.

Mr. Cozy stated they met with a representative from GeoStar and they are working on an energy evaluation. They gave a preliminary report today on savings. Some things are changing light figures and bulbs.

P.O. 5908 to Dominion East Ohio Gas for Estimated Natural Gas Expenses 2010, All Departments in the Amount of \$35,500.00

Mr. Moellendick moved to approve P.O. 5908, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

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P.O. 5909 to Quasar Schmack for Sludge Dumping Fees In the Amount of \$8,000.00.

Mrs. Cihon moved to approve P.O. 5909, seconded by Mr. Losch. **ROLL: Yes, ALL.**

P.O. 5915 to Auditor of State for Contracted Services for Auditing the Financial Statements for the Year Ending December 31, 2009 In the Amount of \$27,400.

Mrs. Cihon moved to approve P.O. 5915, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Bills: \$51,836.64 Mrs. Cihon moved to approve the bills in the amount of \$51,836.64, seconded by Mr. Losch. **ROLL: Yes, Mr. Bagocius, Mr. Moellendick, Mrs. Cihon, Mrs. Zahirsky, Mr. Losch. Abstain, Mrs. Mayberry.**

OLD/NEW/OTHER BUSINESS

Mr. Bagocius stated he had something that he wanted to read into the record. It is a joint statement with Mrs. Mayberry.

We would like to address again the issue of how Council selected the City Charter Review Commission at their December 15, 2009 meeting. We believe the integrity of this Commission has been tarnished, not by the character of the men chosen to be on the Commission, but by the process that was used to choose its members.

First, the selection process was done in secret through an Executive Session. Reviewing our Charter is like reviewing our country's Constitution-our Charter forms the basis of our city government and is the most important document Council has. The criteria used to select Commission members should be open and clearly defined. To this day, those criteria have not been forthcoming. When an inquiry was made about the criteria that were used, Our Law Director stated that he could not share that information since the selection process was done in Executive Session. We believe this cloak of secrecy is a disservice to our citizens who are entitled to know on what basis Commission members were selected.

Second, while we fully respect James Dean and value the service he provided this city through his membership on Council and beyond, we find it disturbing that he was allowed to sit in the Executive Session that discussed his appointment and which ended up recommending him to be a member of the Commission.

Third, we continue to believe that the Law Director has inaccurately interpreted Section 6.01(B) of the City Charter. This section allows the Law Director to hold any office "permitted by this Charter", (please note that the words "created by this Charter" are not used) which we believe allows the Law Director to hold another city office only when the Charter explicitly allows it.

Fourth, we believe the position of Law Director creates a conflict of interest as a member of the Review Commission. The Charter defines the

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~~duties, qualifications, and responsibilities of the Law Director. The current~~
~~Law Director should not sit in judgment of his own duties qualifications,~~
~~and responsibilities.~~

Fifth, at least one appointee to the Commission never requested the appointment and more importantly, was never approached as to his willingness to serve on the Commission prior to his selection.

For all these reasons, reasonable citizens have causes to question the process Council used in appointing members to the City Charter Review Commission. Therefore, we request the following:

1. *Council members now articulate the criteria used in the selection process*
2. *The Law Director removes himself from the Commission as a member.*
3. *Council review their procedures in using an Executive Session to avoid the mistakes noted above.*

There was discussion on one of the members not knowing that he was recommended to serve on the committee. Law Director Fellmeth stated this was not true.

Mr. Bagocius stated there weren't any criteria for how the members were chosen. He also questioned how a law director could serve when it affects set up the rules/guidelines for that position.

Mr. Moellendick asked how they could approve changes to the charter that affect how Council operates or how council is elected.

Mr. Bagocius stated because the charter dictates that they can do this.

Law Director Fellmeth stated he is not resigning from the Commission and maybe they should get a second legal opinion instead of saying all five of the platitudes they have are facts. He stated when Mr. Bagocius makes a statement that they need criteria to determine things, and abstains from voting to name the safety center after his father because they should have "criteria" in place for naming buildings. He wanted to know if there were criteria in place when they named other buildings or parks. He stated he is able to serve on the board because the charter allows the law director to serve in any office, position or capacity to further intergovernmental cooperation and may hold any office permitted by the charter, the ordinances or resolutions of the city.

Mr. Bagocius and Mrs. Mayberry stated there weren't any criteria stated in public in regards to how the members were chosen.

Mrs. Mayberry read Council Rules #18 Submission of Legislation, stating that prior to introducing legislation at a Council meeting; it shall first be requested of the Law Director to prepare a "Draft" ordinance or resolution. She stated Ordinances and Resolutions go to a committee unless it's a legislation that is adopted on a regular basis. She stated she intends to follow the rules. She stated she doesn't care what legislation it is, if it didn't go through a committee that it was suppose to, she is going to abstain.

Mrs. Zahirsky asked if any member wished to withdrawal their vote they made at the meeting in December. No member wished to withdrawal their vote. She stated it stands as it is.

RECORD OF PROCEEDINGS
CITY OF CANAL FULTON

Minutes of

Meeting

DAYTON LEGAL BLANK INC. FORM NO. 101AR

January 19, 2010

Held

20

REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky) - No Report.

REPORT OF SPECIAL COMMITTEES - None

CITIZENS COMMENTS-Open Discussion (Five-Minute Rule) -

Amy Knapp, Independent Reporter: Mrs. Knapp asked about how many letters were received. Mrs. Mayberry stated there were 9 letters, one email and Mr. Fellmeth submitted a recommendation letter on December 15th with names of individual's, one of which was his. Three individuals on that recommendation letter did not submit a letter. Mrs. Mayberry stated she had requested a copy of all letters submitted.

Michael Mouse: Mr. Mouse complimented the street department with their efforts in keeping the roads clear during the snow.

Mr. Mouse stated he read the amount regarding the Plum Creek sewer and thought that final project cost was over \$800,000.

Mr. Mouse asked Mr. Moellendick and Mr. Losch about when they were elected to office and prior to them taking their oath if they were included in executive sessions and if they extended an invite to council elect the same invitation. Both indicated they were included in the executive sessions and that they did not ask personally for council elect to be included in executive session prior to their swearing in.

Mr. Mouse asked what criteria they used in selecting the members for the Community Plan Committee and what process was used. He stated there was a resident from Lawrence Township chosen to serve on the committee. He stated there wasn't one person on that committee that publicly advocated for a comprehensive plan and wanted to know how a Lawrence Township resident was selected for a Canal Fulton Comprehensive Plan Committee.

Mr. Losch stated there were a number of people that wanted to serve on the Committee.

EXECUTIVE SESSION

Mr. Bagocius moved to adjourn to executive session at 9:08 with Council and the Law Director present for the purpose of investigation of charges or complaints against a public employee, official, licensee, or regulated individual, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Mr. Losch moved to return to regular session at 9:20 PM, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

There will be no action taken as a result of the executive session.

Mrs. Zahirsky stated they needed to set a Safety Committee meeting for January 28, 2010 at 6:00 PM for the purpose of their first meeting obligation and discussion of fire district and any other necessary business, seconded by Mr. Losch. **ROLL: Yes, ALL.**

RECORD OF PROCEEDINGS
CITY OF CANAL FULTON

Minutes of

Meeting

DAYTON LEGAL BLANK, INC., FORM NO. 10148

January 19, 2010

Held

20

Mr. Losch moved to set a Finance Committee meeting for Monday, February 8 at 6:30 PM to discuss purpose of their first meeting obligation and reviewing water revenue and any other business necessary, seconded by Mrs. Zahirsky. ROLL: Yes, ALL.

ADJOURNMENT

Linda Zahirsky adjourned the January 19, 2010 meeting. The next regular scheduled meeting is February 2, 2010.

Tammy Marthey, Clerk of Council

Linda Zahirsky, President ProTem

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
8608 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

7799232		TRFO	SCHALMO INVESTMENTS I LTD	
PERMIT NUMBER		TYPE	DBA ELM RIDGE PARTY CENTER	
02	01	2009		
ISSUE DATE				
01	14	2010		
FILING DATE				
D5				
PERMIT CLASSES				
76	044	B	F02293	
TAX DISTRICT			RECEIPT NO.	

FROM 01/19/2010

4174620			JC S ENTERTAINMENT INC	
PERMIT NUMBER		TYPE	DBA JC S ENTERTAINMENT	
02	01	2009		
ISSUE DATE				
01	14	2010		
FILING DATE				
D5				
PERMIT CLASSES				
76	044			
TAX DISTRICT			RECEIPT NO.	



MAILED 01/19/2010

RESPONSES MUST BE POSTMARKED NO LATER THAN. 02/19/2010

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B TRFO 7799232**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

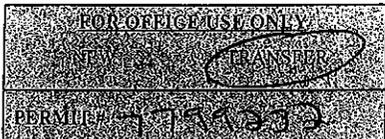
(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF CANAL FULTON CITY COUNCIL
155 E MARKET ST
CANAL FULTON OHIO 44614



OHIO DEPARTMENT OF COMMERCE - DIVISION OF LIQUOR CONTROL
 6606 Tussing Road, P.O. Box 4005, Reynoldsburg, Ohio 43068-9005
 Telephone: (614) 644-2431 - http://www.com.ohio.gov/liqr

LIMITED LIABILITY COMPANY DISCLOSURE FORM

(This form must accompany all applications of an LLC business entity)

SECTION A.

Name of Limited Liability Company SCHALMO INVESTMENTS I, LTD.	DBA Name ELM RIDGE PARTY CENTER	
Permit Premises Address 469 Elm Ridge Ave	City, State Canal Fulton	Zip Code Stark
Township, if in Unincorporated Area NA	Tax Identification No. (TIN)	

Limited Liability Company ("LLC") - Chapter 1705 Ohio Revised Code. Indicate below the managing members, LLC Officers, and all persons with a 5% or greater membership or voting interest, and attach a copy of the Articles of Organization filed with the Ohio Secretary of State.

Please be advised that any social security numbers provided to the Division of Liquor Control in this application may be released to the Ohio Department of Public Safety, the Ohio Department of Taxation, the Ohio Attorney General, or to any other state or local law enforcement agency if the agency requests the social security number to conduct an investigation, implement an enforcement action, or collect taxes.

SECTION B. List the top five (5) officers of the captioned business. If an office is NOT held, please indicate by writing NONE.

EACH OFFICER LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC419L.

NAME OF OFFICER	SOCIAL SECURITY NUMBER	DATE OF BIRTH
1) CEO NONE		200 JAN 12 AM 8:53
2) President NONE		
3) Vice-President NONE		
4) Secretary NONE		
5) Treasurer NONE		

OHIO DIV. LIQUOR CONTROL LICENSING SCAN PM 1-8-

SECTION C. List the managing members and all persons with a 5% or greater membership or voting interest in the LLC.

THE INDIVIDUALS LISTED BELOW MUST HAVE A BACKGROUND CHECK PERFORMED BY BCI&I AND SUBMIT A PERSONAL HISTORY BACKGROUND FORM. PLEASE READ "BACKGROUND CHECK INFORMATION" DLC419L.

1) Name DONALD SCHALMO	Residence Address 6717-Millfield Road NW	City and State Canal Fulton, OH	Zip Code 44614	Telephone No. 330-495-4194	Date of Birth 11/29/34	<input checked="" type="checkbox"/> Managing Member <input checked="" type="checkbox"/> 5% or greater voting interest <input type="checkbox"/> 5% or greater membership interest
2) Name	Residence Address	City and State	Zip Code	Telephone No.	Date of Birth	<input type="checkbox"/> Managing Member <input type="checkbox"/> 5% or greater voting interest <input type="checkbox"/> 5% or greater membership interest

(PLEASE SEE REVERSE SIDE SHOULD YOU NEED ADDITIONAL SPACE)

STATE OF OHIO, Stark COUNTY ss,

I, DONALD SCHALMO being first duly sworn, according to law, deposes and says that he/she is (Title) Managing Member

of the Schalmo Investments I, LTD, a business duly authorized by law to do business in the State of Ohio, and that the statements made in the forgoing affidavit are true.

(Signature) Donald Schalmo (Print Name and Title) DONALD SCHALMO

Sworn to and subscribed to on presence of 22 day of Dec 2009



BARBARA A. HICKS
 NOTARY PUBLIC - OHIO
 MY COMMISSION EXPIRES 05-29-2011

Barbara A Hicks May 29 2011
 (Notary Public) (Notary Expiration)



Stark County Regional Planning Commission ***Stark County Area Transportation Study***

201 3rd Street NE, Suite 201, Canton, Ohio 44702-1211

Phone: 330-451-7389

Fax: 330-451-7990

Website: www.rpc.co.stark.oh.us

January 15, 2009

Mark Cozy, City Manager
c/o John Grogan, Mayor
City of Canal Fulton
155 East Market St., Suite A
Canal Fulton, OH 44614

Dear Mr. Cozy:

RE: APPOINTMENTS TO THE TAX INCENTIVE REVIEW COUNCIL

In accordance with the Ohio Revised Code and rules promulgated by the Ohio Department of Development, a Tax Incentive Review Council (TIRC) must be established to review the status of any company receiving tax abatement through an Enterprise Zone and Community Reinvestment Area program. For all "county" enterprise zones, recommendations of the TIRC are then forwarded to the Stark County Commissioners for their final determination.

Attached is a copy of your current appointments. Would you please either verify these representatives or forward any changes or address corrections at your earliest convenience. Meetings of the Tax Incentive Review Committee will be held in early March to review all agreements in effect as of December 31, 2009.

If you have any questions, please call me at (330) 451-7393. Thank you for your cooperation.

Sincerely,

Mary Lee Sponseller
Enterprise Zone Manager

Attachment

**EZ ZONE 360C - CITY OF CANAL FULTON
2009 TAX INCENTIVE REVIEW COUNCIL MEMBERSHIP**

Stark County Auditor

Kim R. Perez, Auditor

Stark County Commissioners

Dr. Peter D. Ferguson, County Commissioner

Michael Hanke, Stark County Administrator

David Thorley, SCRPC

City of Canal Fulton

Mayor John Grogan

Matthew Moellendick

Northwest Local School District

Mary Jo Shannon Slick, General Counsel

Stark County Area Joint Vocational School District

Mary Jo Shannon Slick, General Counsel

Alternate: Larry Morgan, Superintendent

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No. 2-10

Passed _____

20____

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO DESIGNATE THE CLERK
OF COUNCIL AS PUBLIC RECORDS
REPRESENTATIVE FOR THE
MAYOR AND COUNCIL.

WHEREAS, the Council of the City of Canal Fulton, Ohio desires to
appoint a representative for Public Records requests for the Mayor and Council.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CANAL FULTON, OHIO, THAT:

The Clerk of Council is hereby designated Public Records Representative
for the Mayor and Council.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do
hereby certify that this is a true and correct copy of Resolution ____-10, duly
adopted by the Council of the City of Canal Fulton, on the date of _____.
2010, and that publication of the foregoing Resolution was duly made by posting
true and correct copies thereof at five of the most public places in said
corporation as determined by Council as follows: Post Office, Public Library,
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council
Chambers each for a period of fifteen days, commencing on the ____ day of
____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30043

Resolution No.

3-10

Passed

20

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO ENTER INTO A CONTRACT
WITH THE CANAL FULTON
HERITAGE SOCIETY FOR THE
OPERATION OF THE CANAL BOAT
FOR 2010.

WHEREAS, the City of Canal Fulton, Ohio and the Canal Fulton Heritage Society have entered into negotiations for a proposal for the operation of the Canal Boat, and

WHEREAS, said parties have reached an agreement to further that end.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into a contract with the Canal Fulton Heritage Society for the operation of the Canal Boat for 2010 pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

Exhibit "A"

Canal Boat Operations Agreement

Between

City of Canal Fulton & Canal Fulton Heritage Society

The parties to this Agreement agree that:

- 1) The City of Canal Fulton (hereafter referred to as the City) will provide for the operation of the St. Helena III Canal Boat with the objective of offering a tourist attraction to the public.
- 2) The City is the recipient of all income derived from charter boat rentals and public ticket sales.
- 3) The income from charter boat rentals and public ticket sales will be used to subsidize canal boat operations and shall be maintained in a separate fund.
- 4) Money remaining in this fund after the City is reimbursed for providing staff directly involved with canal boat operations shall be used to repair, maintain, or replace facilities and assets directly related to canal boat operations and shall remain with canal boat operations: canal boat, horses, dry dock, boat dock, horse trailer, etc.
- 5) All assets currently owned by the Canal Fulton Heritage Society (hereafter referred to as the CFHS) shall remain as such including the canal boat, horses, and museum.
- 6) Any assets purchased or acquired by the City with funds outside the boat operations fund shall belong to the City.
- 7) Any assets purchased or acquired by the CFHS shall remain the property of the CFHS.
- 8) The City reserves the right to not operate or limit boat operations if it determines that the canal isn't passable or the boat too damaged. The CFHS and City's decision concerning boat operations will be made by April 15, 2009.
- 9) If the City decides to operate the canal boat it will insure the boat and horses and indemnify the CFHS from any liability incurred in the operation.
- 10) If the City decides not to operate or limit operations of the canal boat the CFHS reserves the right to operate and/or utilize the canal boat even if on a limited basis.
- 11) The CFHS will be recognized as "owner" on all printed & media materials pertaining to their canal boat.
- 12) The City will make every effort within its means to keep the canal boat maintained and the canal watered and free from obstructions and cause routine maintenance activities to be performed in the canalway.
- 13) The CFHS will serve an advisory role in boat operations, marketing, and the use and replacement of their assets.
- 14) The City will honor CFHS membership benefits of \$1.00 public rides for Members and Free rides for Lifetime Members.

The Following is an outline of the tasks that will be performed by the City of Canal Fulton

Public Rides -Ticket Sales	Coordinate Daily Public Ticket Sales / Maintain Sales & Passenger participation records / Maintain Ticket Inventory / Utilize credit card machine supplied by City / Prepare Daily Sales Deposit.
Call Ahead Seat Reservations - Public Rides	Coordinate Call Ahead Phone Reservations for Groups 15+ / Maintain Daily Ride Reservation Book
Group Charters - Non Public Rides	Primary Contact Information / Maintain Group Charter Reservation Book / Coordinate with Canal Boat Captain on boat/crew availability / Coordinate Scheduling Groups & Payment / Maintain Charter Reservation Records
Special Event Cruises (Themed Cruises)	Determine Cruise Themes w/ Special Event Committee / Coordinate event supply needs / Determine staff & volunteer needs / Coordinate crew needs with Canal Boat Captain / Purchase Supplies / Event Publicity / Oversee Event Ticket Sales / Submit Event Net Profit to City Manager / Maintain Program Records
Canal Boat Marketing	Develop Canal Boat Promo Brochure - Public Rides / Special Event Cruises / Group & School Charter Info. Coordinate Canal Boat Marketing Information to: Canton/Stark CVB / Area Newspapers / various tourism websites. Maintain primary phone contact site for public inquiries on canal boat. Provide Heritage Society signage access on the corner of Locust & Cherry streets to promote Heritage Society and Canalway activities.
Canalway Center - Facility	Maintain facility space for ticket sales and boat information. Present program information on Ohio & Erie Canal era & St. Helena canal boat operations. Present video operation of "Our Canal Heritage". Provide facility staff for the safe and efficient operation of ticket sales, canal boat information in addition to their other duties as assigned by the City. Work with Heritage Society to staff Museum for weekends & special events.
Administration:	Maintain Daily Sales Deposit & Daily Record reports. Provide Public Ride Tickets for Canalway Center Inventory Provide Canal Boat Operation Profit/Loss Report to the City Manager and Heritage Society
Canal Boat Crew	Recruit / Hire / Train / Maintain Boat Crew Staff / Maintain Staff Schedule for sufficient operation of Public Rides, Group Charters & Special Event Cruise operations / Supervise & manage boat crew staff / Provide boat crew staff equipment & uniform necessary for operation of duties / Maintain payroll and fiscal records of boat crew and boat operations.
Equipment / Maintenance	Horses: Provide - Board / Feed / Veterinary Needs / Farrier Needs / etc. Canal Boat Maintenance / General Upkeep to maintain boat operation Truck & Trailer - Maintenance & Licensure to maintain safe working order

Terms

This Agreement shall commence on January _____, 2010 and shall end on December 31, 2010.

Termination

Either party may terminate this Agreement by providing the other party a ninety (90) day written notice.

Canal Fulton Heritage Society

City of Canal Fulton

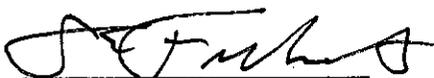
By _____

John D. Hatfield, President

By _____

John Grogan, Mayor

The Foregoing has been approved as to Form:



Scott Fellmeth, Law Director

By _____

Mark Cozy, City Manager

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No.

4-10

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON TO ENTER INTO AN AMENDED AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE MARSHALLVILLE STREET SANITARY SEWER EXTENSION.

WHEREAS, The City of Canal Fulton has sought a proposal for the Marshallville Street Sanitary Sewer Extension.

WHEREAS, CTI Engineers, Inc. has submitted an amended proposal acceptable to the City to provide the professional engineering services needed to implement and construct those improvements.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal agrees to enter into an amended agreement with The CTI Engineers, Inc. to provide professional engineering services for the Marshallville Street Sanitary Sewer Extension pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

Exhibit "A"

**AMENDMENT NO. 2
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of Canal Fulton (CLIENT) and CTI Engineers, Inc. (CTI) entered into an Agreement on July 21, 2008 to perform certain professional services in connection with the Marshallville Street Sanitary Sewer (hereinafter referred to as the Project); and

WHEREAS, the CLIENT now desires CTI to perform services not authorized in the original agreement, said services being to provide Construction Phase Services.

NOW, THEREFORE, the CLIENT and CTI do hereby agree as follows:

1. CTI will provide engineering services for the project as outlined in the attached Exhibit 1., Scope of Services, in accordance with the terms and conditions of the Agreement.
2. As compensation to CTI for services provided as described in Item 1, CLIENT shall pay CTI the an amount equal to salary costs plus 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Forty Five Thousand Dollars (\$45,000.00) without the prior authorization of the CLIENT.
3. The total contract amount for the Project is therefore increased to Ninety Seven Thousand One Hundred Forty-four Dollars (\$97,144.00).
4. All other portions of the original agreement will remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 2 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:
THE CITY OF CANAL FULTON

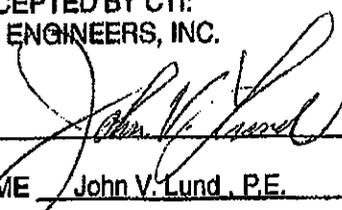
BY _____

NAME Mark Cozy

TITLE City Manager

DATE _____

ACCEPTED BY CTI:
CTI ENGINEERS, INC.

BY  _____

NAME John V. Lund, P.E.

TITLE Vice President

DATE 12/15/09

Water Pollution Control Loan Fund/ARRA Full Principal Forgiveness

EXHIBIT 1

Project Name: Marshallville Road Sanitary Sewer Extension

Borrower: City of Canal Fulton

Address: 155 East Market Street

City & State: Canal Fulton, Ohio

Authorized Rep: Scott M. Svab

Consultant: Bill Dorman, CTI Engineers, Inc

Loan Number: CS390221-0001

Zip Code: 44614

Phone: 330-854-6761

Phone: 330-455-7733

PROJECT DESCRIPTION

This project will provide sanitary sewer to serve non-sewered homes, one planned business, and promote economic development of a key corridor adjacent to SR21 on the west edge of the City. The project consists of constructing 4,725 linear ft

COST DATA

Activities	Eligible Project Costs	Non-Eligible	Local Share	Total Project Cost
TECHNICAL SERVICES				
Administration				
Const. Management	\$22,500.00		\$22,500.00	\$45,000.00
Inspection				
Force Account				
CONSTRUCTION				
Construction	\$159,976.77		\$159,976.78	\$319,953.55
OTHER COSTS				
Contingency	\$6,227.67		\$6,227.67	\$12,455.34
Planning				
Design				
SUBTOTAL	\$188,704.44		\$188,704.45	\$377,408.89
				\$0.56
Total Estimated Cost	\$188,705.00		\$188,704.45	\$377,409.45

WPCLF/ARRA LOAN INFORMATION

PRINCIPAL AMOUNT:
 ARRA Principal Forgiveness:

PROJECT SCHEDULE

Application Date:

Initiation of Operation:

Bid Opening:

Project Completion:

Resolution Date:

Performance Certification:

Useful Life in Years:

To the best of my knowledge and belief, the information contained on this exhibit represents the actual project costs being requested from the WPCLF. I hereby acknowledge that the non-eligible and not funded costs identified above, if any, will be provided from sources other than the WPCLF as to allow the project to be fully implemented.

Borrower's Authorized Representative _____

Date _____

EXHIBIT 1
SCOPE OF SERVICES

CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. *General Advisor during Construction.* CTI will consult with and advise the City and will, as requested by the City, act as the City's representative during construction. Instructions to the Contractor will be issued by the City. At the request of the City, CTI may be given the authority to act on behalf of the City. For this project, the Resident Project Representative (RPR) may interact directly with the Contractor and with the City's Construction Administrator or other representative, so the RPR may provide various services of CTI listed throughout this Scope. Contributory personnel of CTI will have administrative, supervisory, and advisory involvement with the RPR and miscellaneous interaction with the City and the Contractor during construction.

2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site up to a maximum of six hundred two (602) total hours at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative at the site to assist the City and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the City informed of the progress of the work.

 - b. The Resident Project Representative (RPR) and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described later in this Scope of Services.

 - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of

the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

3. *Defective Work.* During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. *Interpretations and Clarifications.* At the request of the City, CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. *Shop Drawings.* At the request of the City, CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
6. *Substitutes.* At the request of the City, CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of Section D "Required Additional Services."
7. *Disputes between City and Contractor.* At the request of the City, CTI will act as an interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the City and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.

8. *Applications for Payment.* The City will review all applications for payment and the accompanying data and schedules, based on quantities information provided by the Resident Project Representative.
9. *Contractor's Completion Documents.* The City will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents).
10. *Inspections.* CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable, subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed.
11. *Project Meetings.* At the request of the City, CTI will attend all project-related meetings and conferences with the City, Contractor(s), and other applicable parties.
12. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the City.
13. *Limitation of Responsibilities.* CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 13, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

B. Resident Project Representation

CTI will furnish a Resident Project Representative (RPR) to observe performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CTI will endeavor to provide further protection for the City against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make CTI responsible for or give CTI control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CTI in CTI's agreement with the City and in the Contract Documents, and are further limited and described as follows:

1. **General**

The RPR is CTI's agent at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the City advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the City with the knowledge of and under the direction of CTI.

2. **Duties and Responsibilities of RPR**

- a. **Schedules.** Review any revisions to the progress schedule proposed by the Contractor, and consult with the City concerning acceptability.
- b. **Conferences and Meetings.** Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings. The City will prepare and circulate copies of minutes thereof.
- c. **Liaison:**
 - (1) Serve as the City's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - (2) Assist in obtaining from the City additional details or information, when required for proper execution of the work.
- d. **Shop Drawings and Samples:**
 - (1) Receive and record date of samples which are furnished at the site by the Contractor, and notify all applicable parties of availability of samples for examination.
 - (2) Advise CTI, the City and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the City.
- e. **Review of Work, Rejection of Defective Work, Inspections, and Tests:**
 - (1) Conduct on-site observations of the work in progress to assist the City in determining if the work is in general proceeding in accordance with the Contract Documents.

- (2) Report to the City whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the City of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the City appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to the City.
- f. *Interpretation of Contract Documents.* Report to City when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the City.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to the City. Transmit to the Contractor decisions as issued by the City.
- h. *Records:*
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the City's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - (2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the City.
 - (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.

i. **Reports:**

- (1) Furnish the City periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (2) Consult with the City in advance of scheduled major tests, inspections, or start of important phases of the work.
- (3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to the City change orders, work directive changes, and field orders.
- (4) Report immediately to CTI and the City upon the occurrence of any accident.

j. **Payment Requests.** Review applications for payment with the Contractor for compliance with the approved completed quantities and forward with recommendations to the City, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

k. **Certificates, Maintenance, and Operation Manuals.** During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the City prior to final payment for the work.

l. **Completion:**

- (1) Before the City issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
- (2) Conduct final inspection in the company of the City and Contractor and prepare a final list of items to be completed or corrected.
- (3) Observe that all items on the final list have been completed or corrected and make recommendations to the City concerning acceptance.

3. Limitations of Authority

The RPR:

- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless recommended by CTI and authorized by the City.
- b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
- c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- d. Will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the City to occupy the project in whole or in part.
- h. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the City.

C. Additional Services Requiring Authorization in Advance

If authorized in writing by the City, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the City.
2. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, City's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.

3. Providing renderings or models for the City's use.
4. Preparing documents for alternate bids requested by the City for Contractor's work which is not executed or documents for out-of-sequence work.
5. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the City in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the City.
6. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the City employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of Section D "Required Additional Services."
7. If CTI's compensation is on the basis of a lump sum or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated.
8. Services during out-of-town travel required of CTI other than visits to the site or the City's office.
9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
11. Preparing to serve or serving as a consultant or witness for the City in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
12. Providing extensive lead paint abatement.
13. Providing asbestos surveys, investigations, or abatement.
14. Providing investigations, removal, closure, or mitigation of underground storage tanks.

15. Providing wetlands surveys, delineation, investigations, or mapping.
16. Providing investigations, sampling, remediation or removal of any unanticipated hazardous materials.
17. Additional services in connection with the project, including services which are to be furnished by the City and services not otherwise provided for in this Scope of Services.

D. Required Additional Services

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the City, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the City promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the City if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.
5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the City prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

E. Periods of Service

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.

2. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
3. If the City has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
4. The periods of service under the construction phase are based upon the construction contract time as shown in the bidding and contract documents. If the Contractor fails to substantially complete the project within the original contract time and the City desires CTI to extend the construction phase, the not-to-exceed amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
5. If CTI's services during construction of the project are delayed or suspended in whole or in part by the City for more than 1 year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
6. In the event that the City authorizes CTI to extend construction phase services or resident project representation beyond the expiration of the original construction contract time, the following conditions shall apply:
 - a. Compensation for the extended services shall not be conditional upon the City's collection of liquidated damages from the Contractor.
 - b. The City shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the City's decision to seek liquidated damages from the Contractor for violation of contract time.

RECORD OF RESOLUTIONS

City of Canal Fulton, Inc., Form No. 5000a

Resolution No. 6-10

Passed _____

20____

(Under Suspension)

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO TO ENTER THE FOURTH AMENDMENT TO THE 1997 CONTRACT FOR JOINT STAFFING AND FIRE SERVICES WITH LAWRENCE TOWNSHIP, STARK COUNTY, OHIO, *And Declaring An Emergency.*

WHEREAS, in 1997 the then Village of Canal Fulton and the Township of Lawrence, Stark County, Ohio entered into a contract for the joint staffing and equipping of their fire stations for medical and fire services; and

WHEREAS, the said agreement has been beneficial to both parties; and

WHEREAS, each of the parties wish to amend certain provisions of the 1997 contract and all subsequent amendments thereto.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into the Fourth Amendment to the 1997 Contract for joint staffing and fire services between Lawrence Township and the City of Canal Fulton pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

6-10

EXHIBIT "A"

FOURTH AMENDMENT TO 1997 CONTRACT FOR
JOINT STAFFING AND FIRE SERVICES BETWEEN
LAWRENCE TOWNSHIP AND THE CITY OF CANAL
FULTON

WHEREAS, in 1997 the then Village of Canal Fulton and the Township of Lawrence entered into a contract for the joint staffing and equipping of their fire stations for medical and fire services;

and
WHEREAS, the said agreement has been beneficial to both parties; and

WHEREAS, each of the signatory parties wishes to amend the provision for mutual staffing and add a provision for holiday pay for employees who provide services under the joint staffing and fire services of the 1997 contract and all subsequent amendments thereto.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES that paragraph 2 of the 1997 agreement as amended on October 15, 2002 and February 3 and 4, 2003 shall be amended to read as follows:

"Mutual staffing will be for a 24 hour period. Staffing shall consist of at least three (3) employees who will man the station between the hours of 6AM and midnight.
EMERGENCY MEDICAL TECHNICIANS - PARAMEDIC
EMERGENCY MEDICAL TECHNICIANS - INTERMEDIATE EMT
EMERGENCY MEDICAL TECHNICIANS - BASIC-EMT-BASIC
and from midnight to 6AM shall be staffed with 2 people on station and 2 people on call and shall be qualified as firemen. All personnel (above changes made by Chief Mark Stewart 01-21-10) *MS* employed by each department shall meet all State, City and Township training requirements and be full certified in any specialties required. An employee who has completed the required ^{training} for either party shall not be required to complete any further training for the other party. Each party shall waive such further training requirements when employing such individuals who perform services under this contract."

6-10

IT IS FURTHER AGREED BY THE PARTIES that paragraph 5 of the 1997 agreement as amended on October 15, 2002 and February 3 and 4, 2003, shall be further amended by adding the following provision for holiday pay:

"Employees who provide joint staffing for medical and fire services shall receive holiday/^{pay}at one and one-half of their regular rate of payment for the following days;

- A. NEW YEARS DAY (1st of January)
- B. MEMORIAL DAY
- C. INDEPENDENCE DAY (4th of July)
- D. LABOR DAY
- E. THANKSGIVING DAY
- F. CHRISTMAS DAY (25th of December)

THIS AMENDMENT BECAME EFFECTIVE ON JANUARY 1, 2010.

This amendment was adopted by the Council of the City of Canal Fulton on _____ 2010, and by the Board of Trustees of Lawrence Township on _____ 2010.

Witness our signatures:

Date _____ 2010.

Date _____ 2010

On Behalf of the Township of Lawrence, Stark County, Ohio

On Behalf of the City of Canal Fulton, Stark County, Ohio

TRUSTEE _____

MAYOR _____

TRUSTEE _____

CLERK OF CITY COUNCIL _____

TRUSTEE _____

FINANCE DIRECTOR _____

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

ALLAN L. KRASH, ADDITIONAL LEGAL COUNCIL

SCOTT E. FELLMETH, LAW DIRECTOR

EXHIBIT "A"

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 7-10 Passed _____, 20__

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO TO ENTER INTO AN AGREEMENT WITH THE NIMISHILLEN TOWNSHIP BOARD OF TRUSTEES FOR DISPATCHING SERVICES.

WHEREAS, the City of Canal Fulton, Ohio has sought bids for 24 hour per day Fire and EMS (Emergency Medical Service) dispatching services to the Canal Fulton Fire Department, and

WHEREAS, the Nimishillen Township Board of Trustees have offered to provide said services at a rate acceptable to the City.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, THAT:

The City of Canal Fulton agrees to enter into an agreement with the Nimishillen Township Board of Trustees for Fire/EMS Dispatching Services pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

7-10

EXHIBIT "A"

FIRE/EMS DISPATCHING SERVICE AGREEMENT**I. PARTIES**

This Agreement is made by Nimishillen Township Board of Trustees (hereafter Nimishillen Township), a political subdivision of the State of Ohio, and The City of Canal Fulton, a political subdivision of the State of Ohio.

II. PURPOSE

Under this Agreement, Nimishillen Township agrees to provide 24 hour per day Fire And EMS (Emergency Medical Service) dispatching services to The Canal Fulton Fire Department in exchange for a monthly fee.

III. SERVICES TO BE PROVIDED BY NIMISHILLEN TOWNSHIP

The Fire / EMS dispatching provided by Nimishillen Township to The Canal Fulton Fire Department shall include the following:

- A. Maintain an electronic log of telephone calls from complainants or victims
- B. Maintain an electronic log of all radio traffic
- C. Dispatch all emergency 10 digit and 911 calls
- D. Maintain a log of all 911 calls
- E. Notify agency of all monitored alarms
- F. Dispatch regional emergency or investigative information
- G. Notify agency of emergency alerts
- H. Notify of weather alerts
- I. Support with notification of various agencies, hazmat, EPA, etc.
- J. Group page members of emergencies as directed
- K. Provide integrated GIS Mapping of 911 landline and Phase II tracking of cellular 911 calls
- L. Provide full function Computer Aided Dispatching (CAD)
- M. Provide Records Management Systems (RMS)

7-10

IV. FEES AND COSTS

The City of Canal Fulton agrees to pay Nimishillen Township for emergency dispatching services a monthly fee of **\$1,850.17** at a rate of **\$34.00 per incident** based on an annual estimate of 653 incidents per year. This fee is due the first day of each month for the Fire/EMS dispatching services to be provided that month.

Nimishillen Township shall provide written notice of any rate increase at least 60 days prior to the effective date of such increase.

Each party is responsible for payment for its own telephone services and any equipment within its own facilities or services necessary to interface, connect, receive, send, install, maintain, or improve transmissions between parties.

V. LIABILITY INSURANCE

The Canal Fulton Fire Department shall have at least \$1,000,000.00 general liability insurance and at least \$1,000,000.00 professional liability insurance at all times during the term of this contract.

VI. TERM

This agreement shall be in effect for a period of one year commencing the _____ day of January, 2010 and ending the 31st day of December, 2010.

This agreement may be terminated by either party. In order to terminate this agreement, a party must provide written notice to the other party of its intention to terminate the agreement at least sixty (60) days prior to the termination date.

VII. ADOPTION OF RESOLUTION AND APPROPRIATION OF FUNDS

Both parties, being political subdivisions of the State of Ohio, agree to adopt all necessary resolutions or other actions required to approve that party's entering into and performance of its obligations under this agreement including authorization to enter this agreement and appropriation of necessary funds.

VIII. ENTIRE AGREEMENT

This agreement represents the entire agreement between Nimishillen Township and **The City of Canal Fulton** concerning Fire/EMS dispatching services.

7-10

IX. GOVERNING LAW

This agreement is a contract made in and governed by the laws of The State of Ohio.

X. SEVERABILITY

If any section of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this agreement shall remain valid and enforceable.

XI. EXECUTION OF AGREEMENT

This Agreement shall be effective as of this date set forth below and is hereby executed with the signatures of the parties.

This Agreement is effective on the _____ day of January, 2010.

Nimishillen Township Board of Trustees

City Council of Canal Fulton

7-10

January 15th, 2010

Chief Ray Green
Canal Fulton Fire Department
155 Market Street NE
Canal Fulton, OH 44614

Chief,

I am pleased to have the opportunity to work with you in providing emergency dispatching services to the Canal Fulton Fire Department through our regional communications center. CENCOM is a regional emergency communications center providing services to nineteen agencies in Stark and Portage counties. The foundation on which CENCOM was built is providing the highest level of emergency communications services with a financial savings to each participating agency realized by the sharing of operational costs and capital expenditures while maintaining a personalized level of service to each agency and the communities they serve.

CENCOM offers some unique amenities that set it apart from most communications centers. The facility that houses CENCOM was designed from the ground up to be a regional communications center. It is constructed in an underground setting with reinforced concrete walls and concrete and steel ceilings. The facilities include Stark County's only regional dispatch center that can locate and track 911 cellular calls, full function Computer Aided Dispatch (CAD) and RMS service, automatic phone/pager notification of your staff and units via CAD, Global Information Systems (GIS) and integrated mapping for all of Stark County and each contiguous county, a 190 foot communications tower, a PBX phone system capable of 500 phone numbers including a system that allows CENCOM to redirect your emergency phone number to a backup number in the event that your emergency number is out of service, several redundant backup electrical power systems, fully functional connectivity with the Stark County 800mhz radio system, and full access to Law Enforcement Automated Data Systems (LEADS) and CJIS services.

RECORD OF RESOLUTIONS

Dayton Legal Print, Inc. Form No. 30045

Resolution No.

8-10

Passed

20

**UNDER SUSPENSION
OF THE RULES**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT BY AND BETWEEN THE CITY OF CANAL FULTON AND THE CITY OF MASSILLON LAW DEPARTMENT FOR PROVIDING PROSECUTION OF CRIMINAL AND TRAFFIC OFFENDERS IN THE MASSILLON MUNICIPAL COURT AND PERFORMANCE OF OTHER RELATED TRAFFIC AND CRIMINAL LEGAL SERVICES FOR CANAL FULTON, AND DECLARING THE SAME TO BE AN EMERGENCY.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, STARK COUNTY, OHIO, THAT:

SECTION 1:

That the City Manager be and hereby is authorized to enter into a contract by and between the City of Canal Fulton and the City of Massillon Law Department for providing prosecution of criminal and traffic offenders in the Massillon Municipal Court and performance of other related traffic and criminal legal services for the City of Canal Fulton for the period of February 1, 2010 through and including January 31, 2011.

SECTION 2:

This Resolution is hereby determined to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Canal Fulton and necessary to provide timely criminal and traffic prosecution in the Massillon Municipal Court. Wherefore, this ordinance shall take effect and be in full force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____10, duly

RECORD OF RESOLUTIONS

Dayton Legal Bank, Inc. Form No. 30045

Resolution No. 8-10

Passed _____

20____

adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

AGREEMENT

THIS AGREEMENT effective February 1, 2010 through January 31, 2011, between the CITY OF CANAL FULTON and the CITY OF MASSILLON LAW DEPARTMENT, (MLD) sets forth the following responsibilities and mutual benefits. Accordingly, MLD agrees to prosecute criminal and traffic offenders in the Massillon Municipal Court, perform other related traffic and criminal legal services for Canal Fulton and maintain specific responsibility for:

1. Municipal Cases via City Ordinances /ORC (Titles 29 & 45);
2. Private citizens complaints and affidavits for violations under ORC Titles 29 & 45;
3. Informal Prosecutor conferences for bad checks, domestic disputes, neighborhood disturbances, and other appropriate circumstances as the MLD determines;
4. Review search warrants when appropriate or upon request;
5. Assist with and direct Misdemeanor/Felony summons/warrants when appropriate;
6. Issue subpoenas when appropriate (trials/hearings in Massillon Municipal Court);
7. Participate in Court pre-trials, trials, pleas and felony preliminary hearings to conclusion as required and scheduled by Massillon Municipal Court;
8. Prosecute traffic/criminal offenders by trial (judge/magistrate/jury) to conclusion as necessary. Objections to Magistrate Decisions are part of this contract included in basic compensation below. Appeals of trial court decisions to a higher court are not included in this Agreement;
9. Coordinate with crime victims to explain their rights under law and secure their attendance when defendants are arraigned for issuance of TPO's, plus attendance at pre-trials, pleas and trial and coordinate restitution when appropriate; and
10. Serve as liaison between The Massillon Municipal Court and the Canal Fulton Police Department.
11. BASIC COMPENSATION: The City of Canal Fulton will pay the City of Massillon Twenty-Seven Thousand Dollars (\$27,000.00) for the one (1) year Agreement. The amount shall be paid in twelve (12) monthly payments of Two Thousand Two Hundred Fifty and 00/100 Dollars (\$2250.00) commencing on February 1, 2010 and payable on the 1st of each month thereafter.

TERM: THIS AGREEMENT is subject to termination at will by the CITY OF CANAL FULTON or the CITY OF MASSILLON LAW DEPARTMENT upon written notice by U.S. CERTIFIED MAIL, effective thirty (30) days after receipt.

EXECUTED ON DATE INDICATED BELOW:

MASSILLON CITY
LAW DEPARTMENT

CITY OF CANAL FULTON

PERICLES G. STERGIOS
Director of Law

BY: CITY MANAGER

BY: DIRECTOR OF FINANCE

BY: CLERK OF COUNCIL

BILL TO:



City of Canal Fulton

55 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

PURCHASE ORDER

PO. NUMBER: RG005921
PO. DATE: 01/18/10
DEPARTMENT: STREET
CREATED BY:
VENDOR NO. 00129

DELIVER TO:

CANAL FULTON STREET DEPT
155 EAST MARKET ST
CANAL FULTON, OH 44614

VENDOR:

WORKMAN'S AUTO PARTS
811 E. CHERRY STREET
CANAL FULTON, OH 44614

ACCOUNT NUMBER	AMOUNT
201.360.5440	\$2,000.00
541.310.5440	\$1,500.00
551.330.5440	\$1,500.00
222.210.5440	\$1,500.00
210.250.5440	\$1,500.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ALL DEPARTMENTS SUPPLIES		\$8,000.00
ITEM IS A FIXED ASSET			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
			TOTAL:	\$8,000.00

CIRCLE IF APPLICABLE: Now and then PO the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 8,000) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

1-18-10

City Manager

Date

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

BILL TO:



City of Canal Fulton

154 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 854-2225 • FAX (330) 854-6913

PURCHASE ORDER

PO. NUMBER: RG005948
PO. DATE: 01/10/10
DEPARTMENT: WATER
CREATED BY:
VENDOR NO.: 01710

DELIVER TO:

CANAL FULTON WATER DEPT
453 WATER STREET
CANAL FULTON, OH 44614

VENDOR:

SPEEDWAY SUPERAMERICA
P.O. BOX 740587
CINCINNATI, OHIO 45274-0587

ACCOUNT NUMBER	AMOUNT
541.310.5650	\$3,000.00
551.330.5650	\$3,000.00
222.210.5650	\$3,000.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
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FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		UTILITY AND FIRE DEPT. FUEL		\$9,000.00
ITEM IS A FIXED ASSET			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	TOTAL: \$9,000.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 9,000) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the Water/Sewer Fee Fund(s), free from any obligation or certification now outstanding.

1-10-10
Date

Finance Director

City Manager

Date

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

BILL TO:



City of Canal Fulton

155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

PURCHASE ORDER

P.O. NUMBER: RG005949
 P.O. DATE: 01/21/10
 DEPARTMENT: SEWER
 CREATED BY:
 VENDOR NO.: 01703

DELIVER TO:

CANAL FULTON ADMINISTRATION
 155 E. MARKET ST.
 SUITE #A
 CANAL FULTON, OH 44614

VENDOR:

DAWSON INSURANCE CO.
 P.O. BOX 640254
 CINNCINNATI, OHIO 45264-0254

ACCOUNT NUMBER	AMOUNT
551.330.5530	\$6,979.17
541.310.5530	\$6,979.17
222.210.5530	\$6,979.17
210.250.5530	\$6,979.17
201.360.5530	\$6,979.17
101.170.5530	\$5,583.32
101.120.5530	\$1,395.83

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
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FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		OHIO MUNICIPAL JOINT SELF INSURANCE POOL CITY LIABILITY INSURANCE PREMIUM REDUCED BY 11% FROM LAST YEAR. (\$47.085)		\$41,875.00
ITEM IS A FIXED ASSET			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
			TOTAL:	\$41,875.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 41,875.00) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the Sewer Fund(s), free from any obligation or certification now outstanding.

Finance Director _____ Date 1/21/10 City Manager _____ Date _____

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

PURCHASE ORDER

BILL TO:



City of Canal Fulton

165 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

PO. NUMBER: RG005952
 PO. DATE: 01/15/10
 DEPARTMENT: SEWER
 CREATED BY:
 VENDOR NO.: 02215

DELIVER TO:

CANAL FULTON WATER DEPT
 453 WATER STREET
 CANAL FULTON, OH 44614

VENDOR:

DALMATION FIRE EQUIPMENT
 7330 GREENDALE ROAD
 WINDSOR, COLORADO 80550

ACCOUNT NUMBER	AMOUNT
351.330.5710	\$5,000.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2010 BUDGETED ITEM. 2 SCOTT AIR PACKS, SELF CONTAINED HIGH PRESSURE BREATHING APPARATUS; EMERGENCY USES FOR UTILITY DEPARTMENT.		\$5,000.00
ITEM IS A FIXED ASSET			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
			TOTAL:	\$5,000.00

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

I am hereby certified that the amount (\$ 5,100) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose, and is in the Treasury or in the process of collection to the credit of the SEWER Fund(s), free from any obligation or certification now outstanding.

[Signature]
 Date: 1/15/10

Finance Director

City Manager

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

Date
INVOICE

BILL TO:



City of Canal Fulton

155 East Market Street, Suite #A
Canal Fulton, Ohio 44614-1305
(330) 354-2225 • FAX (330) 854-6913

PURCHASE ORDER

P.O. NUMBER: MV005955
P.O. DATE: 01/26/10
DEPARTMENT: INCOME TAX
CREATED BY:
VENDOR NO.: 09000

DELIVER TO:

VENDOR:

MISCELLANEOUS VENDORS

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
200.140.5680	\$32,000.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2009 TAX REFUNDS		\$32,000.00
ITEM IS A FIXED ASSET			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
			TOTAL:	\$32,000.00

CIRCLE IF APPLICABLE: Now and then P.O. - the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 32,000) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the TAX Fund(s), free from any obligation or certification now outstanding.

[Signature]
Date: 1/26/10

Finance Director

City Manager

Date

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

PURCHASE ORDER

BILL TO:



City of Canal Fulton
 155 East Market Street, Suite #A
 Canal Fulton, Ohio 44614-1305
 (330) 854-2225 • FAX (330) 854-6913

RO. NUMBER: RG005959
 RO. DATE: 01/26/10
 DEPARTMENT: FIRE/EMS
 CREATED BY:
 VENDOR NO.: 09000

DELIVER TO:

CANAL FULTON FIRE DEPT
 393 SOUTH MILAN ST
 CANAL FULTON, OH 44614

VENDOR:

MISCELLANEOUS VENDORS
 GSA
 GOVT. SERVICES ADMINISTRATION

ACCOUNT NUMBER	AMOUNT
391.210.5710	\$16,000.00
391.210.5710	\$5,243.33

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
 Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2010 FORD EXPLORER 4X4; FIRE COMMAND VEHICLE, OPTION SHEET ATTACHED.		\$21,243.33
ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$21,243.33

CIRCLE IF APPLICABLE: Now and then P.O. – the purchase was made before approval of P.O. Funds were available then as they are available now.

CLERK'S CERTIFICATE

It is hereby certified that the amount (\$ 21,243.33) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the Fire Capital Fund(s), free from any obligation or certification now outstanding.

Finance Director: [Signature] Date: 1/26/10

City Manager: _____ Date: _____

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

INVOICE

Check.	Date.....	Vendor Name.....	Amount.....	
039648	01-14-2010	01459 PETTY CASH FUND POLICE	193.90	
039649	01-21-2010	01782 OFFICE MAX; HSBC BUSINESS	58.97	BATTERY BACK UP
039650	01-18-2010	00007 AKRON INDUSTRIAL MOTOR SERVICE	49.50	
039651	01-18-2010	00557 AUDITOR OF STATE	2525.93	09 AUDIT
039652	01-18-2010	01901 BUCK CHEVY	15.00	
039653	01-18-2010	02111 BUTTERBRIDGE STABLES	825.00	BOARDING FEES
039654	01-18-2010	00022 CANTON CITY UTILITIES	565.00	WATER LAB TESTS
039655	01-18-2010	00499 CARTER LUMBER	1052.59	DECK PROJECT
039656	01-18-2010	00793 CHARLES KASSINGER	200.00	
039657	01-18-2010	01423 CRAUN LIEBING CO.	4375.14	LIFT STA. SEWER PUMP
039658	01-18-2010	00490 DALE B. KINCAID	118.90	TAX COLLECTIONS
039659	01-18-2010	00789 DANIEL MAYBERRY	200.00	HOSP. DEDUCTIBLES
039660	01-18-2010	01896 DANIEL TICKERHOOF	200.00	
039661	01-18-2010	01425 DAVID FERREBEE	200.00	
039662	01-18-2010	00829 DAVID LUKINAC	100.00	
039663	01-18-2010	00527 DOLLAR BANK LEASING CORP	508.89	COPIER LEASE PYMNT.
039664	01-18-2010	00019 DOUG GERRY	200.00	
039665	01-18-2010	00933 DOUG SWARTZ	200.00	
039666	01-18-2010	00823 ED HARBAUGH	200.00	
039667	01-18-2010	01396 ELAINE WEITZEL	80.00	CONTRACT CLEANING
039668	01-18-2010	02105 ERA INC.	32.00	FLOURIDE
039669	01-18-2010	00514 FULTON HARDWARE INC	463.81	ALL DEPTS.
039670	01-18-2010	01752 FURBAY -MANSFIELD ELECTRIC CO.	117.36	LIGHTS
039671	01-18-2010	00004 GARY L. HOSKING	200.00	
039672	01-18-2010	00830 GEORGE LUKINAC	200.00	
039673	01-18-2010	02204 HALL PUBLIC SAFETY CO.	391.80	FIRE DEPT. LIGHTS
039674	01-18-2010	00831 JEFF BOAK	200.00	
039675	01-18-2010	00112 JOHN BARABASCH	200.00	
039676	01-18-2010	00828 JOHN HEDDY	200.00	
039677	01-18-2010	00733 KAREN HILTBRAND	440.00	
039678	01-18-2010	01511 MARK COZY	200.00	
039679	01-18-2010	00953 MARK PETERSEN	200.00	
039680	01-18-2010	00973 MELISSA KOSCO	200.00	
039681	01-18-2010	00304 MITCHELL COMMUNICATIONS, INC.	14.00	
039682	01-18-2010	00913 MOORE - WALLACE	128.63	OFFICE SUPPLIES
039683	01-18-2010	01517 NANCY LAWSON	100.00	
039684	01-18-2010	00662 O.A.T.A. C/O EUCLID CITY	20.00	TAX MEMBERSHIP
039685	01-18-2010	00094 OHIO EDISON COMPANY	1243.03	
039686	01-18-2010	00489 OHIO PUBLIC WORKS COMMISSION		
039687	01-18-2010	00489 OHIO PUBLIC WORKS COMMISSION	54278.77	WATER DEBT PAYMENTS
039688	01-18-2010	01633 PELLINI AND ASSOCIATES LLC	250.00	LEGAL
039689	01-18-2010	00506 PITNEY BOWES PURCHASE POWER	204.00	POSTAGE METER
039690	01-18-2010	00099 PITTS' FIRE EXTINGUISHER, INC.	14.00	
039691	01-18-2010	00498 QULL CORPORATION	150.83	
039692	01-18-2010	02090 REPOSITORY RETAIL PYMNT. CTR.	130.40	
039693	01-18-2010	00833 ROBERT EARNSBERGER	200.00	
039694	01-18-2010	01850 SOCIETY HUMAN RESOURCE MGMT.	160.00	MEMBERSHIP
039695	01-18-2010	01710 SPEEDWAY SUPERAMERICA	1476.63	POLICE FUEL
039696	01-18-2010	01522 STARK CO. REGIONAL PLANNING	506.10	MEMBERSHIP DUES
039697	01-18-2010	00825 STEVEN RUTHRAUFF	200.00	
039698	01-18-2010	01672 TAMMY MARTHEY	200.00	
039699	01-18-2010	01817 TOSHIBA BUSINESS SOLUTIONS	40.37	
039700	01-18-2010	00093 TREASURER OF STATE - EPA	2600.00	WASTE WATER PERMIT
039701	01-18-2010	02210 TRI COUNTY CLERKS ASSOC.	20.00	MEMBERSHIP

Check.	Date.....	Vendor Name.....	Amount.....	
039702	01-18-2010	00129 WORKMAN'S AUTO PARTS	495.56	ALL DEPTS.
039703	01-18-2010	NON ISSUED		
039704	01-25-2010	02214 CHRISTINA ROWLES	45.56	WATER REFUND
039705	01-22-2010	01444 KAREN HILTBRAND PETTY CASH	188.06	ALL DEPTS.
039706	01-25-2010	00515 VISION SERVICE PLAN - (OH)	762.97	
039707	01-22-2010	00557 AUDITOR OF STATE	3119.29	09 AUDIT
039708	01-22-2010	02185 American safety & health inc.	150.00	SAFETY TRAINING CLASS
039709	01-22-2010	00649 CARGILL, INC	2932.30	ROAD SALT
039710	01-22-2010	01749 CLINTON HARDWARE AND SUPPLY	36.99	
039711	01-22-2010	00033 DOMINION EAST OHIO		
039712	01-22-2010	00033 DOMINION EAST OHIO	4362.48	
039713	01-22-2010	02071 ENFORCEMENT PRODUCTS, INC.	2185.00	POLICE RADAR UNIT
039714	01-22-2010	00054 HARDGROVE AUTO SERVICE	476.75	ALIGN CARS ETC.
039715	01-22-2010	00659 HOME DEPOT CREDIT SERVICES	437.97	STREET DEPT. TOOLS
039716	01-22-2010	01510 JEFFERSON LINCOLN INS. CO.	160.20	
039717	01-22-2010	00554 LAKE BUSINESS PRODUCTS	7.37	
039718	01-22-2010	01690 MIDWEST GUN CLUB	1202.50	RIFLE EQUIPMENT
039719	01-22-2010	00680 MUNICIPAL INCOME TAX SOLUTIONS	2235.00	SOFTWARE CONTRACT
039720	01-22-2010	00427 NATIONAL PATENT ANALYTICAL SYS	85.00	
039721	01-22-2010	00596 NEXTEL SPRINT COMMUNICATIONS	298.05	
039722	01-22-2010	00221 ONDEO NALCO COMPANY	509.04	
039723	01-22-2010	00556 PRIDE HEATING & COOLING	270.20	SERVICE CALL WATER DEPT.
039724	01-22-2010	00498 QUILL CORPORATION	10.50	
039725	01-22-2010	00630 REAM & HAAGER LABORATORY INC	177.50	LAB TESTS SEWER
039726	01-22-2010	02211 RICHARD WHITTINGTON	50.00	
039727	01-22-2010	00652 SHERWIN WILLIAMS	8.03	
039728	01-22-2010	00944 TAXATION TAPE FILE ROTARY	179.56	TAX DEPT. REPORTS
039729	01-22-2010	00404 TRINER OIL CO.	1350.90	DIESEL FUEL
039730	01-25-2010	00094 OHIO EDISON COMPANY	18830.74	
039731	01-25-2010	Non-issued	0.00	
039732	01-25-2010	Non-issued	0.00	
039733	01-25-2010	Non-issued	0.00	
039734	01-25-2010	Non-issued	0.00	
039735	01-25-2010	Non-issued	0.00	
039736	01-25-2010	Non-issued	0.00	
039737	01-25-2010	00384 BONDED CHEMICALS INC.	1386.39	WATER DEPT.
039738	01-25-2010	00649 CARGILL, INC	9904.90	ROAD SALT
039739	01-25-2010	01698 CENTRAL ALLIED ENTERPRISES	110.00	
039740	01-25-2010	00450 CITY OF MASSILLON	1945.00	QRTLY JAIL FEES
039741	01-25-2010	01423 CRAUN LIEBING CO.	3132.00	LIFT STA PUMP REPAIR
039742	01-25-2010	00486 CTI ENVIRONMENTAL, INC.	489.56	
039743	01-25-2010	01214 HOMETOWN INSURANCE GROUP, INC	12961.57	
039744	01-25-2010	02213 INTEGRATION SERVICES	100.00	
039745	01-25-2010	01551 MASSILLON PLAQUE	374.84	BUSINESS AWARDS ETC.
039746	01-25-2010	01742 MET LIFE INSURANCE CO.	1802.98	
039747	01-25-2010	00838 MIKE CRABLE	450.00	REIMB. FIRE TRAINING CLASS
039748	01-25-2010	00498 QUILL CORPORATION	193.73	
039749	01-25-2010	02212 ROSEMARY CANNING SCHMIDT POD	655.00	SEWER REIMB.
039750	01-25-2010	01710 SPEEDWAY SUPERAMERICA	942.71	UTILITY & FIRE FUEL
039751	01-25-2010	00333 STARK STATE COLLEGE ATT: DIANE	218.00	SEWER WATER TRAINING CLASS
039752	01-25-2010	00431 TREASURER STATE OF OHIO - EPA	320.00	
039753	01-25-2010	00282 WARREN FIRE EQUIPMENT, INC.	78.95	

TOTAL

\$ 152,483.70