

CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA

April 5, 2011

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PROCLAMATION PRESENTATION**
5. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**

March 15, 2011

6. **REPORTS OF STANDING COMMITTEES**
7. **CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)**
8. **REPORTS OF ADMINISTRATIVE OFFICERS**

- A. Senior Citizens
- B. Community Service Coordinator
- C. Fire Chief
 - Exploring Program - MOU
- D. Police Chief
- E. Engineer/Streets/Public Utilities
 - Public Utilities Director – Written Report
- F. Finance Director
 - February Financial Statement
- G. City Manager
- H. Report of Mayor
 - Change Mtg Date from May 3 to May 4*
 - Appt-Sr. Citizen Commission*
 - Appt-Park Board*
- I. Parks & Recreation Board
- J. Law Director

9. **THIRD READINGS**

Resolution 3-11: (TABLED) A Resolution By the Council of the City of Canal Fulton, Ohio to Accept the Donation of Part of Outlot #155 in the City of Canal Fulton.

10. **SECOND READINGS**

Ordinance 1-11: An Ordinance Amending the Codified Ordinances of the Zoning Code of the City of Canal Fulton, Ohio to Amend Chapter

1146 Certificate of Occupancy to Certificate of Compliance, Delete Fire Inspection and Repealing Any Ordinances in Conflict Therewith.

Resolution 4-11: A Resolution By the Council of the City of Canal Fulton, Ohio To Donate \$1,000.00 To The Downtown Mural Project.

11. **FIRST READINGS**

Ordinance 2-11: An Ordinance to Adjust the Pay Rate and Fund Percentages for Various City Employees of Canal Fulton, Ohio Effective April 10, 2011 and Repealing Any Ordinances in Conflict Therewith, and Declaring an Emergency.

Ordinance 3-11: An Ordinance By the Council of the City of Canal Fulton, Ohio Amending Ordinance 1-11, Section of Rates of Pay for Various Positions Retroactive, to January 1, 2011 and Repealing Any Ordinances in Conflict Therewith, and Declaring an Emergency.

Resolution 4-11: A Resolution By the Council of the City of Canal Fulton, Ohio Authorizing the City Manager to Enter Into An Amended Contract to Rent the Hatfield Parking Lot and Declaring An Emergency (Under Suspension of the Rules).

Resolution 5-11: A Resolution By the Council of the City of Canal Fulton, Ohio to Obtain A Commercial Surety Bond For the Finance Director.

Resolution 6-11: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into A Contract With Teamsters Local 24, AFL/CIO Retroactive to January 1, 2011 and Declaring an Emergency (Under Suspension of the Rules)

12. **PURCHASE ORDERS & BILLS**

BILLS: \$

13. **OLD/NEW/OTHER BUSINESS**

Council Rules (Amended) – Voice Motion

CITY OF CANAL FULTON
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14. **REPORT OF PRESIDENT PRO TEMPORE**

Joint Safety Committee: April 21, 2011, 6:30

14. **REPORT OF SPECIAL COMMITTEES**

15. **CITIZENS COMMENTS – Open Discussion**
(Five Minute Rule)

16. **ADJOURNMENT**

RECORD OF PROCEEDINGS

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

March 15, 2011

Held

20

COUNCIL MEETING

Mayor John Grogan called the March 15, 2011 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, Matthew Moellendick and Linda Zahirsky.

Absent: None

Others Present: Mark Cozy, City Manager; Tammy Charlson, Clerk of Council; Daniel Mayberry, Service Director; Scott Fellmeth, Law Director; Ray Durkee; Fire Chief; David Frisone, Police Chief; Scott Svab, Finance Director; William Dorman, Engineer; Victor Colaianni, James Deans, Chell Rossi, John Hatfield, John Workman, David Cornelius, Residents; Phillip Van Sickel, V-Li's Thai Cuisine; Joan Porter, Repository.

CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS

Mrs. Zahirsky moved to adopt the record of proceedings March 1, 2011 as amended, seconded by Mrs. Cihon. **ROLL: Yes, Mr. Bagocius, Mr. Losch, Mrs. Mayberry, Mr. Moellendick and Mrs. Zahirsky. Abstain, Mrs. Cihon.**

It was stated to let the record reflect that Mr. Dorman was not present at the March 1, 2011 meeting.

Mrs. Cihon asked about the question Mr. Bagocius had asked about the list of membership on Page 6 of 6 of the minutes.

Mr. Svab stated roughly \$4,200 is paid out in membership fees for city employees.

REPORT OF STANDING COMMITTEES

Finance Committee: Mrs. Zahirsky reported the committee met and discussed the renting of the Hatfield Parking lot. The agreement is being reviewed with administration. They are going to review maintenance fees.

They were apprised of the police conciliation.

They reviewed the fire department raises and work in conjunction with Lawrence Township on this with the joint fire district agreement. There will be legislation for the next meeting.

Mrs. Zahirsky stated they discussed the donation for the mural that will be on the side of the old fire department. Lawrence Township has already made a donation.

Mrs. Zahirsky was nominated as the chairperson.

CITIZENS' COMMENTS – AGENDA MATTERS - None

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SENIOR CITIZENS (Nellie Cihon) -

Swiss Steak Dinner: The center will have its next swiss steak dinner on March 19, 2011 serving from 4:00-6:30 PM. The cost is \$9.00 and is all-you-can eat.

Bus Trips: The center will be hosting a bus trip to the Rivers on April 12. The cost is \$35/pp, with \$20 back in free play and \$5 in food voucher.

The center will also be going to Boston October 5-11. The cost is \$525.

Luncheon: The center will be having the monthly luncheon on March 29th and serving from 11:00-1:00.

Position Filled: The vacant position of housekeeper has been filled.

COMMUNITY SERVICE (John Murphy, Coordinator) - Written and in packet.

FIRE CHIEF (Assistant Chief Ray Green):

Monthly Report: The monthly report was included in the agenda packet.

Memorandum of Understanding for Explorers: Asst. Chief Green asked who would sign the MOU, as this was one of the questions from the insurance company. The mayor stated he would.

The city's insurance broker is still reviewing the MOU.

Dispatching Contract: Asst. Chief Green stated the dispatching contract is in the packet and would like to request a voice motion to enter into the contract.

Mr. Bagocius asked if they go forward with the Living Together arrangement with Lawrence Township, how would this be handled. Asst. Chief Green stated they would be able to get out of the contract and that he has been in contact person at Cencom.

Mrs. Zahirsky moved to approve the Dispatching Contract as submitted, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Cardiac Monitor Contracts: Asst. Chief Green stated the contract for three cardiac monitor's contract is included in the packet and would like to request a voice motion to enter into the contract in the amount of \$3,365.

Mrs. Mayberry moved to approve the cardiac monitor contract, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

POLICE DEPARTMENT (Dave Frisone, Chief)

Monthly Report: Chief Frisone stated the February report is included in the packet. There were 493 calls for service.

Monies Received: The department received a check in the amount of \$1,500 from Skipco from the auction of 2004 Dodge Stratus which was forfeited as the result of a drug traffic stop in 2009. The monies will need

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to be forwarded to Stark County as they are required to split it 70/30%. Our share will go into the drug enforcement fund once received back.

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

Flood Damage: Mr. Dorman stated he has been working with the city to assess the damage from the flood.

Projects: Mr. Dorman stated they are working on close-out items on a couple of projects. They are trying to determine if items are project items or flood items.

CMAQ Grant: Mr. Dorman stated he is working on some items for the CMAQ grant.

Planning Commission: Mr. Dorman reported that they will not have a planning commission meeting this month due to no business matters.

Parking: Mr. Dorman reported that his office has done studies on the parking in Canal Fulton since 2004 and is giving all the data they have to administration.

Mr. Mayberry: No Report

FINANCE DEPARMTENT (Scott Svab)

Purchase Orders and Bills: Mr. Svab reported the purchase orders and bills are included in the packet.

Truck Purchase: Mr. Svab stated he has contacted three financial institutes. He stated in the financial part of the budget, one of the capital items for the street department that they knew they couldn't fund this year and was possible looking into leasing this in arrears this year. He has received a couple of quotes and the interest rates are about 3.2-3.6%. They could do a three year lease. They have been looking at a state bid and it may total approximately \$149,000. He stated he will have some legislation at next meeting for council to review at the next meeting. It was a piece of equipment that they discussed at the financial section and everyone agreed it was needed but it couldn't be fully funded on a cash basis this year and with some of the general fund debt falling off next year, he thought it was prudent that they make this purchase and either start making payments next year or even have enough money in the capital to fund the first payment in the fall.

CITY MANAGER (Mark Cozy)

Ohio & Erie Canal Coalition: City received an award for their partnership with the Ohio & Erie Canal Coalition.

Parking Lot: Mr. Cozy has been reviewing the lease. He distributed a proposal. The past rent for the lot was \$400/month. The City had previously made a decision to not renew this year. As a result, some businesses have come forward to contribute some funds. The cost to the city will not be \$300/month.

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Mrs. Zahirsky moved to prepare a lease and resolution for the parking lot for a period of two years in the amount of \$300/month, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

Mrs. Zahirsky stated this is only for the preparation of the lease and not entering into the contract.

Mr. Bagocius stated he doesn't feel we should include resurfacing the parking lot.

Mr. Cozy stated it is up to the city to determine what the surface is. He stated we have a small paver that we would use. The cost would be minimal. It is for our purposes to maintain the lot. Mr. Cozy felt it would be \$2,000 in asphalt if needed.

Mr. Hatfield stated he would like the property back as was received.

Executive Session: Mr. Cozy stated he would like to request an executive session at the end of the meeting.

MAYOR (John Grogan)

Park Board & Senior Citizen Commission: Mayor Grogan stated he hasn't met with anyone to serve on the Park Board or Senior Citizen Commission.

PARKS & RECREATION BOARD – Monthly Report Attached

LAW DIRECTOR (Scott Fellmeth)

Explorer's Program: Mr. Fellmeth stated he spoke with Clint Garber for Boy Scouts of America about the program. He indicated they carry \$5M liability insurance.

Parking Lot: He strongly recommends that the city enter into contract with Mr. Hatfield for the parking lot.

Resolution 3-11: Mr. Fellmeth recommended that Council table Resolution 3-11. He stated Schalmo Properties transferred this lot on January 4, 2011. There is also a restriction reserving the mineral rights and feels it is in our best interest to have this removed.

THIRD READINGS

Resolution 3-11: (TABLED) A Resolution By The Council of The City of Canal Fulton, Ohio to Accept the Donation of Part of Outlot #155 in the City of Canal Fulton.

Mrs. Mayberry moved to table Resolution 3-11 as recommended by the Law Director, seconded by Mr. Losch. **ROLL: Yes, ALL.**

SECOND READINGS - None

FIRST READINGS

Resolution 4-11: A Resolution By the Council of The City of Canal Fulton, Ohio to Donate \$1,000 to the Downtown Mural Project.

STANDS AS A FIRST READING

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Ordinance 1-11: An Ordinance Amending the Codified Ordinances of the Zoning Code of the City of Canal Fulton, Ohio to Amend Chapter 1146 Certificate of Occupancy to Certificate of Compliance, Delete Fire Inspection and Repealing Any Ordinances in Conflict Therewith. **STANDS AS A FIRST READING**

Mr. Bagocius asked why this didn't go to the Safety Committee. It was stated it could. The Planning Commission made the recommendations for the changes of this Ordinance.

Mr. Cozy and Mr. Fellmeth gave an overview of this ordinance.

Assistant Chief Green stated he has spoken with Chief Durkee about this. They are in agreement with this, as long as when there is a change in use, they are notified.

PURCHASE ORDERS

P.O. 6342 to Cargill for 150 Ton Road Salt in the Amount of \$7,197.00. Mrs. Cihon moved to approve, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

P.O. 6343 to Reilly Sweeping for Street Sweeping in the Amount of \$3,400.00. Mr. Moellendick moved to approve, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

P.O. 6346 to J.D. Mining for Final Payment and Retainage for High Street/Erie Avenue Phase I in the Amount of \$37,767.23. Mrs. Zahirsky moved to approve, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

BILLS: \$120,143.87 Mrs. Cihon moved to accept the bills, seconded by Mrs. Zahirsky **ROLL: Yes, ALL.**

OLD/NEW/OTHER BUSINESS

Economic Development Committee: Mrs. Mayberry moved to hold an Economic Development Committee meeting on Tuesday, March 22, 2011 at 6:30 PM to meet the requirements of Council Rules, seconded by Mrs. Zahirsky. **ROLL: Yes, ALL.**

Mrs. Zahirsky stated at the next Council meeting she will have an ordinance for the fire department pay, similar to what Lawrence Township will have.

REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky) -

Mrs. Zahirsky reported that Ryan Trewin is not doing well.

REPORT OF SPECIAL COMMITTEES - None

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

James Deans: Mr. Deans thanked Mrs. Zahirsky for the idea of the community garden.

John Hatfield, 639 Locust Street: Mr. Hatfield thanked the following people for the partnership regarding the parking lot: Mayor Grogan, cozy,

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DAYTON LEGAL BLANK, INC. FORM NO. 1044

March 15, 2011

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Chamber of Commerce, downtown businesses, and some outside businesses, his family, council to have the foresight to see what they are doing.

He stated it has been a pleasure working with administration.

Phillip VanSickle: Mr. VanSickle stated he would like to see the city continue the lease. It has definitely helped with their business and assists them in growing their business. They have contributed money for the lease.

Victor Colaianni: Mr. Colaianni stated the governor announced 25% cutbacks and asked the Mayor and Council what they are willing to look at and address with the budget in going forward. He stated some action needs taken. He also stated that Council has been talking about some of the same issues for years.

Mayor Grogan stated Council has done a lot of work in looking at what they can do and still be able to give premium services.

Mayor Grogan stated leaders do have to take risk, but they can only move as fast as situations move. He stated we are going to take care of our residents.

Mrs. Zahirsky stated three on council have been attending joint meetings with members of the township. They will soon be submitting a report to the council and the trustees on the living together arrangement. This is the first attempt at moving forward with the trustees.

Mayor Grogan stated we have gone into a lot of partnerships in the community. Council will continue to do this in a respectful manner.

Mr. Hatfield stated progress has been made. It comes in small increments over time.

EXECUTIVE SESSION

Mrs. Zahirsky moved to adjourn to Executive Session at 8:03PM from the regular meeting as authorized under Ohio Revised Code 121.22 (G) for the purpose of the consideration of employment of a public employee or official, preparing for conducting or reviewing negotiations or bargaining sessions with public employees, with the Mayor, Council, Law Director, Finance Director, City Manager and Police Chief present, seconded by Mrs. Cihon.

They do not expect any legislative action as a result of the executive session. **ROLL: Yes, ALL.**

Mr. Losch moved to return to public session at 8:44 PM, seconded by Mrs. Cihon. **ROLL: Yes, ALL.**

Mrs. Zahirsky stated as a result of the executive session, there was no action taken.

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ADJOURNMENT

Mayor John Grogan moved to adjourn the March 15, 2011 meeting at PM. The next regular scheduled meeting is April 5, 2011 at Canal Fulton City Hall, Council Chambers.

Tammy Charlson, Clerk of Council John Grogan, Mayor

Exploring

ANNUAL MEMORANDUM OF UNDERSTANDING

_____ has read and understands the following conditions for participating in the Exploring Program operated and maintained by Learning for Life, a District of Columbia non profit corporation ("Learning for Life"), and desires to enter into this agreement regarding its participating in the Exploring Program. The responsibilities of the organization include:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an Advisor who will work directly with the post officers.
- Encourage all adults to complete Learning for Life Youth Protection Training.
- Providing adequate facilities for the Explorer post to meet on a regular schedule with time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least on evaluation with Learning for Life representatives each year.

The Exploring Program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders, program resources, and primary liability insurance to cover the participating organization, its board, officers, and employees against all personal liability judgements arising from official Exploring Program activities.

This Annual Memorandum of Understanding shall remain in effect for one year from this date. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of organization head or designee

(Print Name)

Signature of Learning for Life Representative

(Print Name)

Exploring

Application for Participation

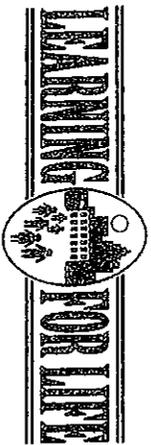
Exploring is part of the Learning for Life career education program for young men and women who are 14 (and have completed the eighth grade) through 20 years old.

Exploring's purpose is to provide experiences to help young people mature and become responsible and caring adults. Explorers are ready to explore the meaning of interdependence in their personal relationships.

Exploring is based on a unique and dynamic relationship between youth and the organizations in their communities. Local community organizations initiate a specific Explorer post by matching their people and program resources to the interests of young people in the community. The result is a program of activities that helps youth pursue their special interests, grow, and develop.

Explorer posts can specialize in a variety of career skills. Exploring programs are based upon five areas of emphasis: career opportunities, life skills, service learning, character education, and leadership experience.





Mission Statement

The mission of Learning for Life is to serve others by helping to instill core values in young people, and in other ways to prepare them to make ethical choices throughout their lives so they can achieve their full potential.

Organization Certification

The executive officer of the participating organization, by signature, approves the post application. Prior to this, the executive officer must also approve all participating adults.

Group Participation

Posts are required to pay an annual participation cost of \$20. This cost shall be submitted with the post application for participation and will help defray the expenses for the general liability insurance program.

Explorer Post

Each post is required to have one committee chairman, two committee members, and an Advisor.

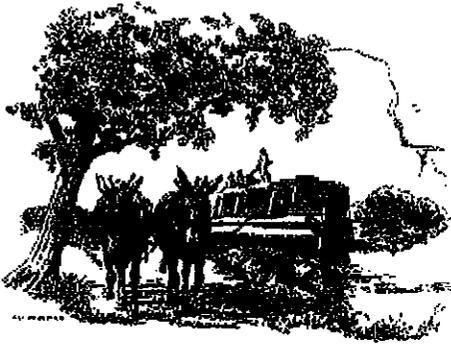
Age Requirement

All adults must be 21 years of age. Each Explorer post must list the correct Explorer career interest code. These codes are used to sort Explorer posts into the proper career interest category, so that the Learning for Life Division can evaluate the programs being used by posts. Use Explorer Career Interests code list, No. 28-570.

Special Needs Designation (if applicable)

Indicate primary special need by placing the special need in the special needs box (limit to one). The special needs categories are:

- | | |
|-------------------|-------------------|
| Developmental | Mentally Retarded |
| Emotional | Orthopedic |
| Hearing | Visual |
| Learning Disabled | |



City of Canal Fulton

"A Friendly Community Since 1814"

155 East Market Street, Suite A
Canal Fulton, Ohio 44614
(330) 854-6761 · Fax (330) 854-6260
www.cityofcanalfulton.org

Date: March 31, 2011

**To: Mayor John Grogan
Council Members
Mark Cozy, City Manager**

From: Daniel P Mayberry, Director of Service

Re: Service Directors Report

NPDES Small MS 4 General Permit- The annual Municipal Separate Storm Sewer System Report or MS 4 Report has been submitted to Ohio EPA fulfilling the requirements of our National Pollutant Discharge Elimination System Permit (NPDES Permit). There are six minimum control measures we implement through a variety of Best Management Practices satisfying the requirements of Ohio EPA. Many Communities have created a Department of Stormwater Management and fund this department through user fees. These fees are used to fund Storm Sewer replacement, improvement and maintenance projects.

2010 Water Department Customer Service Report- For your information I am attaching an activity report outlining customer Service Call's for the subject year. These are calls for service completed by staff that originates through the office of Utility Billing Clerk or at the request of Utility customers. On average it will require approximately 45 min. to complete each service call. The total number of calls for the year was 586.

Wooster Street Storm Water Retention and Improvements – The Administration will make application to the Ohio Public Works Commission for funding in the form of a 20 year 0 % loan for the subject improvement. Engineering will not begin until the loan is secured.

Bi-Annual Sanitary Sewer Preventative Maintenance Program- The Sewer Department is in the process of cleaning of approximately 13,000 lf. of sanitary sewers utilizing the Harben high pressure sewer jet. Televising or camera inspection of sewers is also completed at this time allowing maintenance personnel to view structural deficiencies in the sewer pipe.

Water Meter Reading- Quarterly meter reading was completed in the month of March. Approximately 80 man hours are required to read the 2050 Water/Sewer accounts serviced by the Utilities.

Street Patching- The Street Department has put down approximately ten tons of asphalt patch so far this spring at a material cost of \$655.00. This task may take up to three men while working on arterial streets. One truck driver one laborer and one chase vehicle driver.

Road Berm Repair- The Street Department has been busy repairing sod on our soft shoulder road berms and to a lesser degree curbed areas that were damaged by snow removal operations. Citizens are generally very understanding of this minor damage occurring and are patient while repair work is undertaken.

House Keeping- The Service Departments have been busy with Minimum Control Measure 6 outlined in our Stormwater NPDES Permit issued by Ohio EPA. Cleaning operations in the Yard Storage Area of the Service Garage is an ongoing project.

Downtown Sidewalks- The Street Department has been busy sweeping and picking up debris from the downtown sidewalks. Street Sweeping operations are a component of House Keeping, Minimum Control Measure 6. All City streets are scheduled to be swept beginning Monday, April 11th through April 13th.

Administrative Salaries- Using the Fixed Assets Report prepared by the Finance Director dated December 31, 2009 the percent assets by department was calculated for your information. It is felt by the Administration that this in part will support the present salary split between the Enterprise Funds and the General Fund. The City of Clyde Ohio used a similar method when attempting to arrive at parity when wrestling with the same issue as Canal Fulton.

CITY OF CANAL FULTON FIXED ASSETS

LAST UPDATED: December 31, 2009

Total Assets: \$14,942,665.79

BREAKDOWN

General Fund	\$2,573,825.05
<i>Police Department</i>	761,067.97
<i>Fire Department</i>	626,958.41
<i>Income Tax</i>	637.26
<i>Street Department</i> (Storm Sewers)	1,671,777.43
(Equip & Veh)	172,974.58
(Streets)	673,287.71
Sewer Department	4,147,135.14
Water Department	4,315,002.24

General Fund	=	43.3%
Sewer Department	=	27.8%
Water Department	=	28.9%



City of Canal Fulton

February 2011 Financial Statements

Overview:

- 1. Commentary**
- 2. Mtd/Ytd Revenue Reports**
- 3. Mtd/Ytd Expense Reports**
- 4. Monthly Bank Reconciliation**
- 5. Mtd Fund Reports**
- 6. Ytd Fund Reports**

Submitted to Council 04-05-11

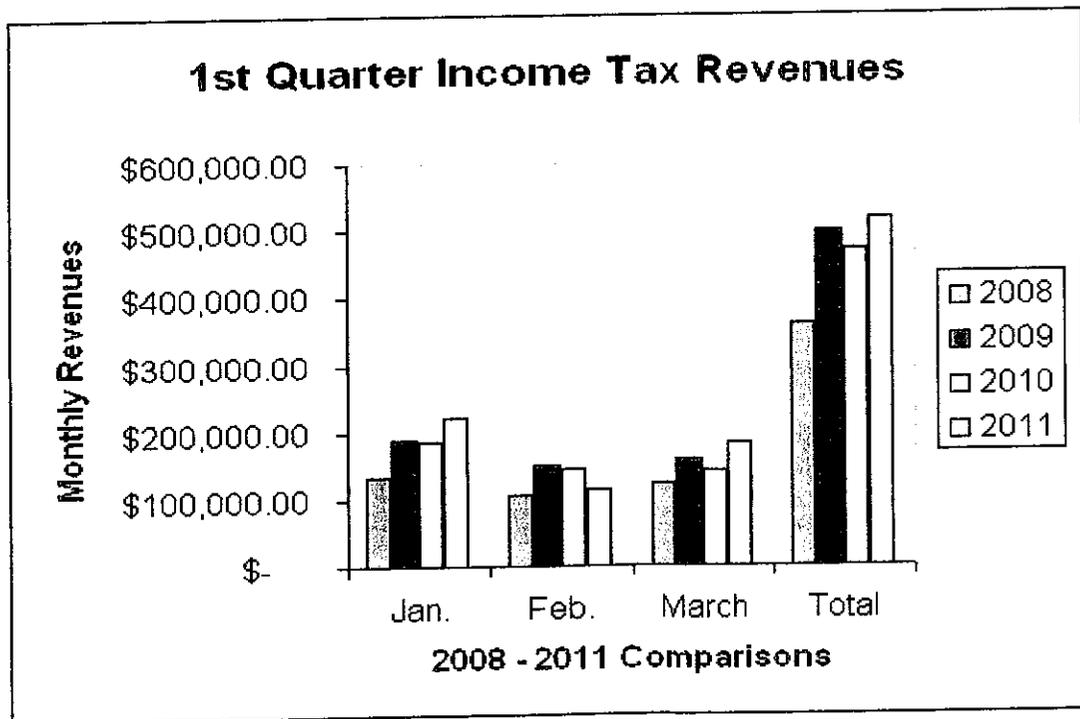
Prepared by Scott M. Svab, Finance Director

Commentary:

Income tax collections overall for the month of February are down from 2010. The total collected was \$113,550.10 compared to \$142,556.59 in 2010. The total for the year is \$333,753.46 compared to \$327,329.58 in 2010 which amounts to a 2% increase for the year! 18.54% of forecasted tax revenue! Withholding accounts are trending higher with \$222,725.92 year to date as compared to \$209,461.47 in 2010. This is a rough indicator that business accounts are employing more, having a larger payroll, or new business's are reporting.

The income tax report for March was available at this time which indicated an even greater increase. Again, the withholding accounts were up significantly higher than in 2010. We collected \$88,898.75 in 2011, compared to \$60,938.71 in 2010 in withholding accounts alone. The total for all tax revenue accounts for March was \$182,263.37 compared to \$142,130.17. The overall total tax collected for the year is 10% higher than in 2010! This is a record first quarter for tax collections! Special thanks to Income Tax Administrator Karen Hiltbrand for working short staffed the past six weeks and for closing the month of March in her usual timely fashion! The month of April is always our highest collection month and I hope the upward trend will continue.

	2008	2009	2010	2011		
Jan.	\$133,449.00	\$189,042.00	\$184,763.00	\$220,203.36		
Feb.	\$104,401.00	\$150,402.00	\$142,567.00	\$113,550.10		
March	\$122,749.00	\$158,904.00	\$142,130.00	\$182,263.00	0.03545406	increase
					\$	
Total	\$360,599.00	\$498,348.00	\$469,460.00	\$516,016.46	17,668.46	



Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Collected
101.000.4110	REAL-ESTATE TAX	209,000.00	0.00	0.00	209,000.00	0.00
101.000.4120	PERSONAL PROPERTY TAX	500.00	0.00	0.00	500.00	0.00
101.000.4210	PINBALL LICENSE	0.00	250.00	250.00	-250.00	0.00
101.000.4215	TRASH HAULING LICENSE	0.00	0.00	0.00	0.00	0.00
101.000.4250	ZONING & SIGN PERMITS	6,000.00	400.00	1,530.00	4,470.00	25.50
101.000.4255	ENGINEER PROJECT FEES	5,000.00	1,142.00	1,142.00	3,858.00	22.84
101.000.4260	STREET OPENING PERMITS	100.00	0.00	0.00	100.00	0.00
101.000.4310	S/B 3 & 287 P.U. REIMBURSEMENT	574.00	0.00	0.00	574.00	0.00
101.000.4320	ROLLBACK & HOMESTEAD	27,500.00	0.00	0.00	27,500.00	0.00
101.000.4330	PERS PROP TAX EXEMPT REIMB	7,800.00	0.00	0.00	7,800.00	0.00
101.000.4340	SPECIAL ASSESSMENTS PROPERTY	2,000.00	0.00	0.00	2,000.00	0.00
101.000.4350	COUNTY LOCAL GOVT	112,000.00	12,865.82	23,889.39	88,110.61	21.33
101.000.4355	STATE LOCAL GOVT	14,000.00	1,560.78	2,898.07	11,101.93	20.70
101.000.4360	ESTATE TAX	40,000.00	0.00	0.00	40,000.00	0.00
101.000.4362	LIQUOR PERMIT FEES	6,800.00	0.00	52.50	6,747.50	0.77
101.000.4364	CIGARETTE TAX	150.00	0.00	0.00	150.00	0.00
101.000.4365	COUNTY MOTEL TAX	0.00	0.00	0.00	0.00	0.00
101.000.4366	FRANCHISE FEES	11,000.00	0.00	2,938.93	8,061.07	26.72
101.000.4375	GRANT REIMBURSEMENT	10,000.00	0.00	0.00	10,000.00	0.00
101.000.4415	NEWSLETTER ADS	500.00	150.00	150.00	350.00	30.00
101.000.4450	COMMUNITY SERVICE SALES	0.00	0.00	0.00	0.00	0.00
101.000.4451	PAVILION RECEIPTS	1,250.00	0.00	90.00	1,160.00	7.20
101.000.4455	PARK PROGRAM REVENUE	1,500.00	15.00	770.00	730.00	51.33
101.000.4491	MAPS, COPIES, SPEC/ZON BKS ETC	10.00	0.00	0.00	10.00	0.00
101.000.4520	COMMUNITY SERVICE RESTITUTION	100.00	0.00	0.00	100.00	0.00
101.000.4530	MASSILLON COURT FINES	3,800.00	101.00	228.00	3,572.00	6.00
101.000.4610	MISCELLANEOUS	10,000.00	308.57	325.57	9,674.43	3.26
101.000.4650	DONATIONS	250.00	0.00	0.00	250.00	0.00
101.000.4655	PARK DONATIONS	250.00	0.00	0.00	250.00	0.00
101.000.4656	PARK BRICK DONATIONS	10.00	0.00	0.00	10.00	0.00
101.000.4657	TENNIS GRANT	0.00	0.00	0.00	0.00	0.00
101.000.4658	PARKS MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
101.000.4659	TENNIS COURT ELECTRIC	250.00	0.00	0.00	250.00	0.00
101.000.4660	ESCROW ACCT. DEMOLITION FUND	0.00	0.00	0.00	0.00	0.00
101.000.4670	INTEREST	5,000.00	12.93	41.55	4,958.45	0.83
101.000.4675	REIMBURSEMENTS / GRANTS	78,300.00	0.00	0.00	78,300.00	0.00
101.000.4890	ADVANCE FROM SEWER	0.00	0.00	0.00	0.00	0.00
101.000.4900	TRANSFER FROM 331 FUNDS	0.00	0.00	0.00	0.00	0.00
101.000.4910	TRANSFER FROM 391 CAPITAL	0.00	0.00	0.00	0.00	0.00
101.000.4990	TRANSFER FROM INCOME TAX #200	1,550,000.00	0.00	0.00	1,550,000.00	0.00
101.000.5510	Mayor's Court Fines	0.00	0.00	0.00	0.00	0.00
** 101 GENERAL FUND		2,104,644.00	16,806.10	34,306.01	2,070,337.99	
200.000.4140	MUNICIPAL INCOME TAX	1,800,000.00	113,550.10	333,753.46	1,466,246.54	18.54
200.000.4145	UTILITY-INCOME TAX	800.00	0.00	0.00	800.00	0.00
200.000.4610	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
** 200 CITY INCOME TAX FUND		1,800,800.00	113,550.10	333,753.46	1,467,046.54	
201.000.4340	STATE GAS TAX	64,000.00	5,009.47	10,129.32	53,870.68	15.83
201.000.4345	COUNTY AUTO REGISTRATION	158,000.00	13,440.29	26,669.36	131,330.64	16.88
201.000.4610	MISCELLANEOUS	2,000.00	959.60	959.60	1,040.40	47.98
201.000.4670	INTEREST	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Collected
201.000.4990	TRANSFER FROM GENERAL FUND	50,000.00	0.00	0.00	50,000.00	0.00
** 201	STREET CONST., MAINT., REPAIR	274,000.00	19,409.36	37,758.28	236,241.72	
204.000.4340	STATE GAS TAX	4,800.00	406.17	821.29	3,978.71	17.11
204.000.4345	COUNTY AUTO REGISTRATION	12,500.00	1,089.77	2,162.40	10,337.60	17.30
204.000.4370	INTEREST	5.00	0.00	0.00	5.00	0.00
204.000.4670	INTEREST	0.00	0.00	0.00	0.00	0.00
** 204	STATE HWY IMPROVEMENT	17,305.00	1,495.94	2,983.69	14,321.31	
206.000.4348	PERMISSIVE USE TAX	64,000.00	5,187.50	10,968.26	53,031.74	17.14
206.000.4610	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
206.000.4670	INTEREST	18.00	0.00	0.00	18.00	0.00
** 206	MVL TAX FUND	64,018.00	5,187.50	10,968.26	53,049.74	
210.000.4110	REAL-ESTATE TAX	0.00	0.00	0.00	0.00	0.00
210.000.4120	PERSONAL PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
210.000.4310	S/B 3 & 287 P.U. REIMBURSEMENT	300.00	0.00	0.00	300.00	0.00
210.000.4320	ROLLBACK & HOMESTEAD	0.00	0.00	0.00	0.00	0.00
210.000.4330	PERS PROP TAX EXEMPTN REIMB	3,100.00	0.00	0.00	3,100.00	0.00
210.000.4368	IMMOBILZTN/NON-COMP FEES-BMV	200.00	0.00	100.00	100.00	50.00
210.000.4491	MISC POLICE FEES	0.00	0.00	0.00	0.00	0.00
210.000.4495	GRANT REIMBURSEMENTS	12,000.00	21,320.65	21,320.65	-9,320.65	177.67
210.000.4510	PARKING TICKET FINES	750.00	60.00	70.00	680.00	9.33
210.000.4520	POLICE RESTITUTION	0.00	0.00	110.00	-110.00	0.00
210.000.4610	MISCELLANEOUS	3,000.00	20.50	40.95	2,959.05	1.37
210.000.4615	POLICE OVERTIME REIMBURSEMT.	3,800.00	0.00	501.42	3,298.58	13.20
210.000.4650	DONATIONS TO POLICE DEPT	100.00	0.00	500.00	-400.00	500.00
210.000.4910	TRANSFER FROM INCOME TAX FUND	150,000.00	0.00	0.00	150,000.00	0.00
210.000.4990	TRANSFER FROM GENERAL FUND	750,000.00	150,000.00	150,000.00	600,000.00	20.00
** 210	POLICE FUND	923,250.00	171,401.15	172,643.02	750,606.98	
213.000.4495	DRUG PREVENTION GRANT	5,000.00	0.00	0.00	5,000.00	0.00
213.000.4540	DRUG FINES	1,000.00	50.00	50.00	950.00	5.00
213.000.4560	DUI FINES	2,000.00	0.00	0.00	2,000.00	0.00
213.000.4610	D.A.R.E. CONTRIBUTIONS	1,000.00	0.00	0.00	1,000.00	0.00
213.000.4615	DARE FUND MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
213.000.4650	DONATIONS	0.00	0.00	0.00	0.00	0.00
213.000.5700	D.A.R.E. STATE GRANTS	0.00	0.00	0.00	0.00	0.00
** 213	ENFORCEMENT & EDUCATION	9,000.00	50.00	50.00	8,950.00	
216.000.4540	DRUG FINES	1,500.00	0.00	0.00	1,500.00	0.00
216.000.4590	SALE OF CONTRABAND/PROP	800.00	0.00	0.00	800.00	0.00
216.000.4990	TRANSFER FROM THE POLICE FUND	0.00	0.00	0.00	0.00	0.00
** 216	LAW ENFORCEMENT TRUST FUND	2,300.00	0.00	0.00	2,300.00	
222.000.4110	REAL-ESTATE TAX	0.00	0.00	0.00	0.00	0.00
222.000.4120	PERSONAL PROPERTY TAX	0.00	0.00	0.00	0.00	0.00
222.000.4310	S/B 3 & 287 P.U. REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance....	% Collected
222.000.4320	ROLLBACK & HOMESTEAD	0.00	0.00	0.00	0.00	0.00
222.000.4330	PERS PROP TAX EXEMPTN REIMB	0.00	0.00	0.00	0.00	0.00
222.000.4375	STATE GRANTS	2,000.00	0.00	0.00	2,000.00	0.00
222.000.4385	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
222.000.4444	EMS/AMBULANCE CHARGES	105,000.00	9,274.29	15,298.88	89,701.12	14.57
222.000.4610	MISCELLANEOUS	1,500.00	0.00	0.00	1,500.00	0.00
222.000.4650	DONATIONS TO FIRE DEPT	50.00	0.00	0.00	50.00	0.00
222.000.4990	TRANSFER FROM GENERAL FUND	350,000.00	0.00	0.00	350,000.00	0.00
** 222	FIRE / EMS FUND	458,550.00	9,274.29	15,298.88	443,251.12	
285.000.4444	ST. HELENA BOAT REVENUES	37,500.00	0.00	0.00	37,500.00	0.00
285.000.4600	TRANSFER FROM GENERAL FUNDS	0.00	0.00	0.00	0.00	0.00
285.000.4650	MISC/DONATIONS	0.00	0.00	0.00	0.00	0.00
** 285	ST HELENA II FUND	37,500.00	0.00	0.00	37,500.00	
290.000.4385	FEDERAL GRANT REVENUE	0.00	0.00	0.00	0.00	0.00
304.000.4385	FED HWY ADMIN GRANT	0.00	0.00	0.00	0.00	0.00
331.000.4250	OPEN SPACE FEES	2,500.00	0.00	0.00	2,500.00	0.00
331.000.4255	OPWC GRANT PARKS	0.00	0.00	0.00	0.00	0.00
** 331	PARK/RECREATION CAPITAL PROJEC	2,500.00	0.00	0.00	2,500.00	
341.000.4435	CAPITAL COLLECTIONS	16,000.00	1,282.94	2,672.35	13,327.65	16.70
341.000.4500	WATERLINE PROJ. REVENUE	0.00	0.00	0.00	0.00	0.00
341.000.4510	NW WATERLINE TAP IN FEES	0.00	0.00	0.00	0.00	0.00
341.000.4600	BOND ANTICIPATION NOTE PROCEEDS	0.00	0.00	0.00	0.00	0.00
341.000.4650	DONATIONS	0.00	0.00	0.00	0.00	0.00
341.000.4660	GEN. FUND TRNSFR	0.00	0.00	0.00	0.00	0.00
341.000.4690	TRANSFER FROM WATER OPER. FUND	0.00	0.00	0.00	0.00	0.00
** 341	WATER CAPITAL PROJECTS	16,000.00	1,282.94	2,672.35	13,327.65	
351.000.4200	OPWC LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
351.000.4300	GENERAL FUND ADVANCE REPAYMENT	0.00	0.00	0.00	0.00	0.00
351.000.4370	STARK COUNTY SHARE/PROJECTS	0.00	0.00	0.00	0.00	0.00
351.000.4435	CAPITAL COLLECTIONS	148,000.00	11,344.03	23,314.67	124,685.33	15.75
351.000.4439	SEWER TAP-INS	3,750.00	0.00	0.00	3,750.00	0.00
** 351	SEWER CAPITAL PROJECTS	151,750.00	11,344.03	23,314.67	128,435.33	
381.000.4375	ODOT/OECA GRANT MONIES	0.00	0.00	0.00	0.00	0.00
391.000.2222	FIRE STATION BONDS PROPERTY TAX	101,000.00	0.00	0.00	101,000.00	0.00
391.000.2223	FIRE STA. BONDS ROLLBACK/HOMESTE	15,200.00	0.00	0.00	15,200.00	0.00
391.000.2224	FIRE STA. BONDS PERSONAL PROP. T	500.00	0.00	0.00	500.00	0.00
391.000.2225	TRANS. FROM GEN SQUAD PAYMENT	26,796.00	0.00	0.00	26,796.00	0.00
391.000.4120	PERSONAL PROPERTY TAX	60.00	0.00	0.00	60.00	0.00
391.000.4320	ROLLBACK & HOMESTEAD	0.00	0.00	0.00	0.00	0.00
391.000.4375	STATE GRANTS	0.00	0.00	0.00	0.00	0.00
391.000.4376	S.C.AT.S. GRANT FROM COUNTY	0.00	0.00	0.00	0.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance....	% Collected
391.000.4385	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
391.000.4610	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00
391.000.4650	DONATIONS FOR EQUIPMENT	0.00	0.00	0.00	0.00	0.00
391.000.4660	PROCEEDS OF NICTHER PROPERTY	0.00	0.00	0.00	0.00	0.00
391.000.4850	PROCEEDS OF FIRE STA. BONDS	0.00	0.00	0.00	0.00	0.00
391.000.4990	TRANSFERS-IN FROM INCOME TAX	75,000.00	0.00	0.00	75,000.00	0.00
391.000.4991	TRANSFERS FROM GENERAL FUND	150,000.00	0.00	0.00	150,000.00	0.00
391.000.5500	TRANSFERS-IN FROM FUND BALANCE	0.00	0.00	0.00	0.00	0.00
** 391	GENERAL CAPITAL PROJECTS	369,556.00	0.00	0.00	369,556.00	
441.000.2020	TRANSFER FROM FUNDS	75,000.00	0.00	0.00	75,000.00	0.00
441.000.4431	COLLECTIONS	75,000.00	5,808.51	12,099.82	62,900.18	16.13
441.000.4432	NORTHWEST WATERLINE MONTHLY COLL	0.00	0.00	0.00	0.00	0.00
441.000.4438	WATER TAP-INS	3,750.00	0.00	0.00	3,750.00	0.00
441.000.4439	NORTHWEST WATER LINE TAP-INS	0.00	0.00	0.00	0.00	0.00
441.000.4610	MISCELLANEOUS	60,000.00	0.00	0.00	60,000.00	0.00
441.000.4675	ESCROW INTEREST	0.00	0.00	0.00	0.00	0.00
441.000.4850	PROCEEDS OF LONG TERM DEBT	0.00	0.00	0.00	0.00	0.00
** 441	WATER DEBT	213,750.00	5,808.51	12,099.82	201,650.18	
451.000.1020	OPWC LOAN PROCEEDS	0.00	0.00	0.00	0.00	0.00
451.000.4431	COLLECTIONS	30,000.00	1,293.62	2,745.70	27,254.30	9.15
451.000.5900	TRANSFER SEWER OPERATING	0.00	0.00	0.00	0.00	0.00
** 451	SEWER DEBT	30,000.00	1,293.62	2,745.70	27,254.30	
471.000.4631	ELM RIDGE ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
471.000.4700	ADVANCES IN	0.00	0.00	0.00	0.00	0.00
471.000.5800	Transfer from General Fund	0.00	0.00	0.00	0.00	0.00
** 471	ELMRIDGE DEVELOPMENT DEBT	0.00	0.00	0.00	0.00	
481.000.4990	TRANSFER FROM INCOME TAX FUND	0.00	0.00	0.00	0.00	0.00
481.000.4991	TRANSFER FROM GENERAL FUND	42,000.00	0.00	0.00	42,000.00	0.00
481.000.4992	MISC. RECORDED REVENUES	0.00	0.00	0.00	0.00	0.00
** 481	GENERAL OBLIGATION DEBT	42,000.00	0.00	0.00	42,000.00	
541.000.4240	WATER LICENSE	250.00	0.00	100.00	150.00	40.00
541.000.4250	NEW UTILITY ACCT. DEPOSITS	2,100.00	300.00	350.00	1,750.00	16.67
541.000.4431	COLLECTIONS	571,000.00	45,213.57	93,474.46	477,525.54	16.37
541.000.4433	CITY WATER DELINQUENTS	0.00	0.00	0.00	0.00	0.00
541.000.4437	TURN ON FEE/RECONNECTS	100.00	0.00	25.00	75.00	25.00
541.000.4438	WATER TAP-INS	10,000.00	0.00	0.00	10,000.00	0.00
541.000.4610	MISCELLANEOUS	3,500.00	12.31	12.31	3,487.69	0.35
** 541	WATER OPER FUND	586,950.00	45,525.88	93,961.77	492,988.23	
551.000.4240	SEWER LICENSE	200.00	0.00	100.00	100.00	50.00
551.000.4431	COLLECTIONS	495,000.00	38,426.47	79,039.35	415,960.65	15.97
551.000.4436	STARK COUNTY SHARE COLLECTIONS	95,000.00	22,882.17	22,882.17	72,117.83	24.09
551.000.4438	SEWER TAP-INS	10,000.00	0.00	0.00	10,000.00	0.00

Account.....	Description.....	Est Revenue...	MTD Receipts..	YTD Receipts..	Unc Balance...	% Collected
551.000.4439	SEWER TAP-INS	0.00	0.00	0.00	0.00	0.00
551.000.4495	GRANT REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00
551.000.4610	MISCELLANEOUS	1,800.00	0.00	0.00	1,800.00	0.00
551.000.4800	OPWC GRANT REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00
** 551	SEWER OPER FUND	602,000.00	61,308.64	102,021.52	499,978.48	
608.000.4990	HOSPITALIZATION MONIES	200,000.00	0.00	0.00	200,000.00	0.00
701.000.4680	GENERAL TRUST	0.00	0.00	0.00	0.00	0.00
780.000.4680	UNCLAIMED FUNDS	0.00	0.00	0.00	0.00	0.00
800.000.4990	TRANSFER FROM INCOME TAX #200	0.00	0.00	0.00	0.00	0.00
800.000.4991	TRANSFER FROM GENERAL FUNDS	0.00	0.00	0.00	0.00	0.00
** 800	RESERVE FUND	0.00	0.00	0.00	0.00	
***		7,905,873.00	463,738.06	844,577.43	7,061,295.57	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered... & Used
	TRAINING/EDUCATION	2,500.00	0.00	119.00	2,381.00	0.00	2,381.00 4.76
101.101.5110	SALARIES & WAGES	7,500.00	616.66	1,233.32	6,266.68	0.00	6,266.68 16.44
101.101.5212	EMPLYR PENSION	1,000.00	86.33	172.66	827.34	827.34	0.00 100.00
101.101.5214	EMPLYR MEDICARE	200.00	8.94	17.88	182.12	0.00	182.12 8.94
101.101.5230	WORKERS COMPENSATIO	200.00	0.00	0.00	200.00	0.00	200.00 0.00
101.101.5570	TRAINING/EDUCATION	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 0.00
101.101.5620	SUPPLIES/MATERIALS	500.00	0.00	0.00	500.00	0.00	500.00 0.00
* Dept 101 COUNCIL		10,400.00	711.93	1,423.86	8,976.14	827.34	8,148.80
101.120.5110	SALARIES & WAGES	75,000.00	4,978.36	9,539.21	65,460.79	0.00	65,460.79 12.72
101.120.5120	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00 0.00
101.120.5212	EMPLYR PENSION	10,500.00	939.93	1,576.69	8,923.31	8,923.31	0.00 100.00
101.120.5214	EMPLYR MEDICARE	1,250.00	63.17	120.52	1,129.48	0.00	1,129.48 9.64
101.120.5220	HOSPITALIZATION	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00 0.00
101.120.5230	WORKERS COMPENSATIO	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00 0.00
101.120.5235	UNEMPLOYMENT CHARGE	0.00	0.00	0.00	0.00	0.00	0.00 0.00
101.120.5310	PROFESSIONAL SERVIC	7,000.00	0.00	127.50	6,872.50	0.00	6,872.50 1.82
101.120.5320	NEWSLETTER	6,200.00	532.24	532.24	5,667.76	0.00	5,667.76 8.58
101.120.5410	CONTRACTED SERVICES	20,000.00	276.67	2,311.67	17,688.33	1,452.89	16,235.44 18.82
101.120.5480	COMMUNICATIONS	5,000.00	562.67	718.85	4,281.15	0.00	4,281.15 14.38
101.120.5492	COUNTY RPC	500.00	0.00	0.00	500.00	0.00	500.00 0.00
101.120.5494	COUNTY HEALTH DEPT	25,000.00	0.00	0.00	25,000.00	0.00	25,000.00 0.00
101.120.5496	MUSKINGUM WATRESHED	13,125.80	2,211.82	9,841.54	3,284.26	10,913.98	-7,629.72 158.13
101.120.5510	TRAVEL/INCIDENTAL	3,000.00	164.12	184.12	2,815.88	0.00	2,815.88 6.14
101.120.5520	ADVERTISING	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00 0.00
101.120.5530	INSURANCE/BONDING	2,500.00	449.33	449.33	2,050.67	1,601.34	449.33 82.03
101.120.5570	TRAINING/EDUCATION	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00 0.00
101.120.5580	PROFESSIONAL MEMBER	3,100.00	410.00	2,054.00	1,046.00	0.00	1,046.00 66.26
101.120.5610	OFFICE SUPPLIES	9,000.00	876.39	1,684.00	7,316.00	1,480.80	5,835.20 35.16
101.120.5680	DISCRETIONARY PURCH	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00 0.00
101.120.5690	CONTINGENCY	15,000.00	0.00	754.49	14,245.51	0.00	14,245.51 5.03
101.120.5710	EQUIPMENT	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00 0.00
101.120.5980	REFUNDS	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00 0.00
* Dept 120 MAYOR ADMIN		219,675.80	11,464.70	29,894.16	189,781.64	24,372.32	165,409.32
101.130.5110	SALARIES & WAGES	15,000.00	1,307.57	2,715.74	12,284.26	0.00	12,284.26 18.10
101.130.5212	EMPLYR PENSION	4,500.00	524.02	869.75	3,630.25	3,630.25	0.00 100.00
101.130.5214	EMPLYR MEDICARE	400.00	25.21	50.99	349.01	0.00	349.01 12.75
101.130.5220	HOSPITALIZATION	4,200.00	0.00	0.00	4,200.00	0.00	4,200.00 0.00
101.130.5230	WORKERS COMPENSATIO	500.00	0.00	0.00	500.00	0.00	500.00 0.00
101.130.5240	PART TIME WAGES	5,000.00	501.81	935.64	4,064.36	0.00	4,064.36 18.71
101.130.5310	PROFESSIONAL SERVIC	9,000.00	46.65	71.95	8,928.05	0.00	8,928.05 0.80
101.130.5330	STATE EXAMINER SERV	14,000.00	0.00	0.00	14,000.00	0.00	14,000.00 0.00
101.130.5490	COUNTY AUDITOR/TREA	6,000.00	0.00	0.00	6,000.00	0.00	6,000.00 0.00
101.130.5510	TRAVEL/INCIDENTAL	750.00	0.00	0.00	750.00	0.00	750.00 0.00
101.130.5530	INSURANCE/BONDING	200.00	0.00	0.00	200.00	0.00	200.00 0.00
101.130.5570	TRAINING/EDUCATION	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00 0.00
101.130.5580	PROFESSIONAL MEMBER	300.00	0.00	0.00	300.00	0.00	300.00 0.00
101.130.5710	EQUIPMENT	500.00	0.00	0.00	500.00	0.00	500.00 0.00
* Dept 130 FINANCE		61,850.00	2,405.26	4,644.07	57,205.93	3,630.25	53,575.68

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered...	% Used
101.150.5110	SALARIES & WAGES	10,000.00	833.33	1,666.66	8,333.34	0.00	8,333.34	16.67
101.150.5200	FACILITY STIPEND	3,600.00	0.00	1,800.00	1,800.00	0.00	1,800.00	50.00
101.150.5212	Employer Pension	900.00	72.92	145.84	754.16	754.16	0.00	100.00
101.150.5214	EMPLR MEDICARE	160.00	12.08	24.16	135.84	0.00	135.84	15.10
101.150.5230	WORKERS COMPENSATIO	400.00	0.00	0.00	400.00	0.00	400.00	0.00
101.150.5350	CIVIL SERVICE TESTI	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00
101.150.5410	CONTRACTED SERVICES	50,000.00	1,464.00	5,134.37	44,865.63	20,829.63	24,036.00	51.93
101.150.5510	Mayor's Court Salar	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5512	Mayor's Court Empl.	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5514	Mayor's Court Profe	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5516	Mayor's Court Contr	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5518	Mayor's Court Suppl	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5520	Mayor's Court Equip	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.150.5620	LAW LIBRARY SUPPLIE	400.00	0.00	0.00	400.00	0.00	400.00	0.00
* Dept 150 LEGAL		66,960.00	2,382.33	8,771.03	58,188.97	21,583.79	36,605.18	
101.160.5360	ENGINEERING SERVICE	50,000.00	404.80	404.80	49,595.20	49,595.20	0.00	100.00
101.170.5110	SALARIES & WAGES	38,000.00	1,694.98	3,380.33	34,619.67	0.00	34,619.67	8.90
101.170.5120	OVERTIME	400.00	95.75	180.11	219.89	0.00	219.89	45.03
101.170.5130	MAYOR'S SUMMER WORK	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
101.170.5212	EMPLR PENSION	2,800.00	0.00	0.00	2,800.00	2,800.00	0.00	100.00
101.170.5214	EMPLR MEDICARE	850.00	24.47	48.64	801.36	0.00	801.36	5.72
101.170.5220	HOSPITALIZATION	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00
101.170.5230	WORKERS COMPENSATIO	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00
101.170.5235	UNEMPLOYMENT CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.170.5310	PROFESSIONAL SERVICE	9,000.00	0.00	3,500.00	5,500.00	390.00	5,110.00	43.22
101.170.5410	CONTRACTED SERVICES	9,500.00	393.29	901.72	8,598.28	2,081.76	6,516.52	31.41
101.170.5445	REPAIRS/MAINT	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00
101.170.5465	ELECTRIC	10,800.00	2,502.96	2,502.96	8,297.04	0.00	8,297.04	23.18
101.170.5470	NATURAL GAS	4,500.00	0.00	0.00	4,500.00	0.00	4,500.00	0.00
101.170.5480	COMMUNICATIONS	7,500.00	146.44	340.52	7,159.48	0.00	7,159.48	4.54
101.170.5530	INSURANCE/BONDING	7,000.00	1,000.00	1,000.00	6,000.00	5,000.00	1,000.00	85.71
101.170.5550	LICENSES	75.00	0.00	0.00	75.00	0.00	75.00	0.00
101.170.5620	SUPPLIES/MATERIALS	8,500.00	112.65	442.55	8,057.45	0.00	8,057.45	5.21
101.170.5650	FUEL	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
101.170.5710	EQUIPMENT	900.00	0.00	0.00	900.00	0.00	900.00	0.00
101.170.5800	HISTORICAL PLANNING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 170 LAND/BUILDINGS		124,325.00	5,970.54	12,296.83	112,028.17	10,271.76	101,756.41	
101.180.5110	COMMUNITY SERVICE S	10,000.00	574.18	913.34	9,086.66	0.00	9,086.66	9.13
101.180.5212	COMMUNITY SERVICE E	1,400.00	107.88	170.77	1,229.23	1,337.11	-107.88	107.71
101.180.5214	EMPLOYERS MEDICARE	300.00	8.32	13.24	286.76	0.00	286.76	4.41
101.180.5230	WORKERS COMPENSATIO	300.00	0.00	0.00	300.00	0.00	300.00	0.00
101.180.5510	TRAVEL/INCIDENTAL	500.00	0.00	0.00	500.00	0.00	500.00	0.00
101.180.5620	SUPPLIES/MATERIALS	2,500.00	53.06	123.75	2,376.25	0.00	2,376.25	4.95
101.180.5710	EQUIPMENT	500.00	0.00	0.00	500.00	0.00	500.00	0.00
* Dept 180 COMMUNITY SERVICE		15,500.00	743.44	1,221.10	14,278.90	1,337.11	12,941.79	
101.190.5920	TRNSFR/STREET #202	50,000.00	0.00	0.00	50,000.00	0.00	50,000.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered..	% Used
101.190.5921	TRNSFR/POLICE #210	750,000.00	0.00	0.00	750,000.00	0.00	750,000.00	0.00
101.190.5922	TRNSFR/FIRE/EMS #22	350,000.00	0.00	0.00	350,000.00	0.00	350,000.00	0.00
101.190.5923	TRANSFER TO CAPITAL	150,000.00	0.00	0.00	150,000.00	0.00	150,000.00	0.00
101.190.5924	Transfer Out to Elm	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.190.5925	TRANSFER TO DEBT	42,000.00	0.00	0.00	42,000.00	0.00	42,000.00	0.00
101.190.5926	TRNSFR/ WATER DEBT.	210,000.00	0.00	0.00	210,000.00	0.00	210,000.00	0.00
101.190.5927	TRANSFER TO SEWER C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.190.5930	TRANSFER TO ST. HEL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.190.5950	TRANSFER TO RESERVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 190	TRANSFERS-OUT	1,552,000.00	0.00	0.00	1,552,000.00	0.00	1,552,000.00	
101.195.5900	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.360.5460	STREET-LIGHTING CHA	16,000.00	2,553.85	3,891.27	12,108.73	0.00	12,108.73	24.32
101.510.5110	SALARIES & WAGES	25,000.00	1,184.06	1,785.02	23,214.98	0.00	23,214.98	7.14
101.510.5120	OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.510.5212	EMPLOYERS PENSION	3,750.00	152.86	272.40	3,477.60	3,477.60	0.00	100.00
101.510.5214	EMPLOYERS MEDICARE	500.00	17.17	25.88	474.12	0.00	474.12	5.18
101.510.5220	HOSPITALIZATION	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.510.5230	WORKERS COMPENSATIO	835.86	0.00	0.00	835.86	0.00	835.86	0.00
101.510.5240	PARK & RECREATION-	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.510.5310	PROFESSIONAL SERVICE	3,500.00	149.94	149.94	3,350.06	0.00	3,350.06	4.28
101.510.5410	CONTRACTED SERVICES	3,500.00	276.75	393.50	3,106.50	1,167.50	1,939.00	44.60
101.510.5430	SUMMER REC. PROGRAM	4,000.00	404.79	479.31	3,520.69	0.00	3,520.69	11.98
101.510.5445	REPAIRS & MAINTENAN	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
101.510.5465	ELECTRIC	2,500.00	48.06	68.51	2,431.49	0.00	2,431.49	2.74
101.510.5470	NATURAL GAS	1,500.00	107.53	224.27	1,275.73	0.00	1,275.73	14.95
101.510.5480	COMMUNICATIONS	1,800.00	146.44	287.45	1,512.55	0.00	1,512.55	15.97
101.510.5510	TRAVEL & INCIDENTAL	250.00	246.63	246.63	3.37	0.00	3.37	98.65
101.510.5550	LICENSES	100.00	0.00	0.00	100.00	0.00	100.00	0.00
101.510.5555	TENNIS GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
101.510.5570	TRAINING/EDUCATION	300.00	0.00	0.00	300.00	0.00	300.00	0.00
101.510.5610	OFFICE SUPPLIES	750.00	0.00	0.00	750.00	0.00	750.00	0.00
101.510.5620	SUPPLIES/MATERIALS	3,064.14	672.75	672.75	2,391.39	0.00	2,391.39	21.96
101.510.5710	EQUIPMENT	400.00	0.00	0.00	400.00	0.00	400.00	0.00
* Dept 510	PARK/RECREATION	54,750.00	3,406.98	4,605.66	50,144.34	4,645.10	45,499.24	
101.799.2602	Transfer to Squad L	26,796.00	0.00	0.00	26,796.00	0.00	26,796.00	0.00
** 101 GENERAL FUND		2,198,256.80	30,043.83	67,152.78	2,131,104.02	116,262.87	2,014,841.15	
200.140.5110	SALARIES & WAGES	47,000.00	3,344.69	6,689.79	40,310.21	0.00	40,310.21	14.23
200.140.5120	OVERTIME	4,100.00	507.77	778.97	3,321.03	0.00	3,321.03	19.00
200.140.5212	EMPLYR PENSION	7,900.00	872.77	1,441.83	6,458.17	6,458.17	0.00	100.00
200.140.5214	EMPLOYERS MEDICARE	550.00	9.04	19.15	530.85	0.00	530.85	3.48
200.140.5220	HOSPITALIZATION	9,500.00	0.00	0.00	9,500.00	0.00	9,500.00	0.00
200.140.5230	WORKERS COMP	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00	0.00
200.140.5240	SEASONAL EMPLOYEE	11,000.00	623.15	1,319.95	9,680.05	0.00	9,680.05	12.00
200.140.5310	PROFESSIONAL SERVICE	8,500.00	137.63	384.34	8,115.66	0.00	8,115.66	4.52
200.140.5410	CONTRACTED SERVICES	6,000.00	0.00	2,235.00	3,765.00	0.00	3,765.00	37.25
200.140.5445	REPAIRS & MAINTENAN	500.00	0.00	0.00	500.00	0.00	500.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered..	% Used
200.140.5480	COMMUNICATIONS	11,000.00	116.58	227.93	10,772.07	0.00	10,772.07	2.07
200.140.5510	TRAVEL/INCIDENTAL	700.00	0.00	0.00	700.00	0.00	700.00	0.00
200.140.5530	INSURANCE/BONDING	100.00	0.00	0.00	100.00	0.00	100.00	0.00
200.140.5570	TRAINING/EDUCATION	750.00	0.00	0.00	750.00	0.00	750.00	0.00
200.140.5580	PROFESSIONAL MEMBER	100.00	20.00	20.00	80.00	0.00	80.00	20.00
200.140.5590	COURT COSTS	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00
200.140.5600	LEGAL FEES	8,500.00	782.35	782.35	7,717.65	0.00	7,717.65	9.20
200.140.5610	OFFICE SUPPLIES	2,500.00	31.26	115.70	2,384.30	0.00	2,384.30	4.63
200.140.5680	REFUNDS	32,000.00	5,380.99	8,130.75	23,869.25	23,869.25	0.00	100.00
200.140.5690	CONTINGENCY	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
200.140.5710	EQUIPMENT	1,750.00	0.00	0.00	1,750.00	0.00	1,750.00	0.00
200.140.5910	TRNSFR/GENERAL FUND	1,550,000.00	0.00	0.00	1,550,000.00	0.00	1,550,000.00	0.00
200.140.5911	TRANSFER TO POLICE	150,000.00	150,000.00	150,000.00	0.00	0.00	0.00	100.00
200.140.5939	TRNSFR/CAPITAL #391	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	0.00
200.140.5948	TRNSFR/GEN OB DEBT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 140	INCOME TAX	1,933,750.00	161,826.23	172,145.76	1,761,604.24	30,327.42	1,731,276.82	
** 200 CITY	INCOME TAX FUND	1,933,750.00	161,826.23	172,145.76	1,761,604.24	30,327.42	1,731,276.82	
201.360.5110	SALARIES & WAGES	121,600.00	6,822.64	14,074.90	107,525.10	0.00	107,525.10	11.57
201.360.5120	OVERTIME	8,500.00	1,723.14	2,436.33	6,063.67	0.00	6,063.67	28.66
201.360.5212	EMPLYR PENSION	18,500.00	1,895.83	3,132.66	15,367.34	15,367.34	0.00	100.00
201.360.5214	EMPLYR MEDICARE	1,800.00	119.34	229.59	1,570.41	0.00	1,570.41	12.76
201.360.5220	HOSPITALIZATION	35,000.00	0.00	0.00	35,000.00	0.00	35,000.00	0.00
201.360.5230	WORKERS COMP	3,900.00	0.00	0.00	3,900.00	0.00	3,900.00	0.00
201.360.5235	UNEMPLOYMENT CHARGE	500.00	0.00	0.00	500.00	0.00	500.00	0.00
201.360.5240	UNIFORMS	2,200.00	971.41	1,130.29	1,069.71	261.59	808.12	63.27
201.360.5310	PROFESSIONAL SERVIC	500.00	0.00	0.00	500.00	0.00	500.00	0.00
201.360.5410	CONTRACTED SERVICES	8,000.00	0.00	0.00	8,000.00	0.00	8,000.00	0.00
201.360.5420	EMERGENCY DISPATCHI	500.00	0.00	0.00	500.00	0.00	500.00	0.00
201.360.5440	VEHICLE REPAIRS/MAI	8,500.00	701.29	1,204.67	7,295.33	4,745.97	2,549.36	70.01
201.360.5445	REPAIRS/MAINT	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	0.00
201.360.5480	COMMUNICATIONS	6,000.00	955.26	1,189.24	4,810.76	0.00	4,810.76	19.82
201.360.5530	INSURANCE/BONDING	9,000.00	1,449.33	1,449.33	7,550.67	6,101.34	1,449.33	83.90
201.360.5570	TRAINING/EDUCATION	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	0.00
201.360.5620	SUPPL/MTRLS	15,000.00	1,851.44	2,981.96	12,018.04	1,325.00	10,693.04	28.71
201.360.5630	ST/STRM MTRLS	22,000.00	0.00	0.00	22,000.00	0.00	22,000.00	0.00
201.360.5640	SMALL TOOLS/EQUIP	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
201.360.5650	FUEL	12,000.00	2,983.50	3,597.40	8,402.60	7,629.07	773.53	93.55
201.360.5690	CONTINGENCY	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
201.360.5939	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 360	STREET	290,000.00	19,473.18	31,426.37	258,573.63	35,430.31	223,143.32	
** 201 STREET	CONST., MAINT., REPAIR	290,000.00	19,473.18	31,426.37	258,573.63	35,430.31	223,143.32	
204.360.5465	ELECTRIC	15,500.00	1,337.42	2,225.08	13,274.92	0.00	13,274.92	14.36
204.360.5630	STREET/STORM MATERI	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00	0.00
* Dept 360	STREET	25,500.00	1,337.42	2,225.08	23,274.92	0.00	23,274.92	
** 204 STATE	HWY IMPROVEMENT	25,500.00	1,337.42	2,225.08	23,274.92	0.00	23,274.92	

Account.....	Description.....	Revised app... MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered..	% Used
206.360.5630	STREET/STORM MATERI	55,000.00	14,029.82	19,851.23	35,148.77	454.38	34,694.39 36.92
210.250.5110	SALARIES & WAGES	517,288.00	37,823.36	83,576.85	433,711.15	0.00	433,711.15 16.16
210.250.5115	PTE SALARIES	32,140.00	1,951.43	3,656.35	28,483.65	0.00	28,483.65 11.38
210.250.5120	OVERTIME	18,500.00	1,095.54	5,116.47	13,383.53	0.00	13,383.53 27.66
210.250.5212	EMPLYR PENSION	108,814.00	24,950.12	25,621.31	83,192.69	83,192.69	0.00 100.00
210.250.5214	EMPLYR MEDICARE	8,372.00	519.63	1,166.15	7,205.85	0.00	7,205.85 13.93
210.250.5220	HOSPITALIZATION	90,404.00	0.00	0.00	90,404.00	0.00	90,404.00 0.00
210.250.5230	WORKERS COMPENSATIO	17,327.00	0.00	0.00	17,327.00	0.00	17,327.00 0.00
210.250.5240	UNIFORMS	11,100.00	0.00	0.00	11,100.00	0.00	11,100.00 0.00
210.250.5310	PROFESSIONAL SERVIC	4,000.00	604.75	604.75	3,395.25	0.00	3,395.25 15.12
210.250.5410	CONTRACTED SERVICES	23,000.00	254.13	2,740.05	20,259.95	2,190.72	18,069.23 21.44
210.250.5420	DISPATCHING SERVICE	48,321.00	7,938.00	11,907.00	36,414.00	35,721.00	693.00 98.57
210.250.5440	VEHICLE REPAIRS/MAI	7,000.00	330.12	444.61	6,555.39	4,460.53	2,094.86 70.07
210.250.5465	ELECTRIC	7,500.00	568.73	1,267.54	6,232.46	0.00	6,232.46 16.90
210.250.5470	NATURAL GAS	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00 0.00
210.250.5480	COMMUNICATIONS	12,000.00	854.57	965.92	11,034.08	2,997.46	8,036.62 33.03
210.250.5490	COUNTY AUDITOR/TREA	950.00	0.00	0.00	950.00	0.00	950.00 0.00
210.250.5510	TRAVEL-PRISONERS	500.00	0.00	0.00	500.00	0.00	500.00 0.00
210.250.5530	INSURANCE/BONDING	10,000.00	1,449.33	1,449.33	8,550.67	8,550.67	0.00 100.00
210.250.5570	TRAINING.EDUCATION	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00 0.00
210.250.5575	Police Department-	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 0.00
210.250.5580	PROFESSIONAL MEMBER	300.00	50.00	86.00	214.00	0.00	214.00 28.67
210.250.5620	SUPPLIES/MATERIALS	8,000.00	124.91	141.41	7,858.59	0.00	7,858.59 1.77
210.250.5650	FUEL	15,000.00	1,805.90	3,641.42	11,358.58	11,358.58	0.00 100.00
210.250.5680	DISCRETIONARY PURCH	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00 0.00
210.250.5900	TRANSFER TO LAW ENF	0.00	0.00	0.00	0.00	0.00	0.00 0.00
* Dept 250 POLICE		955,516.00	80,320.52	142,385.16	813,130.84	148,471.65	664,659.19
** 210 POLICE FUND		955,516.00	80,320.52	142,385.16	813,130.84	148,471.65	664,659.19
213.250.5310	PROFESSIONAL SERVIC	500.00	0.00	0.00	500.00	0.00	500.00 0.00
213.250.5510	TRAVEL/INCIDENTAL	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 0.00
213.250.5620	SUPPLIES/MATERIALS	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00 0.00
213.250.5710	EQUIPMENT	700.00	0.00	0.00	700.00	0.00	700.00 0.00
* Dept 250 POLICE		5,700.00	0.00	0.00	5,700.00	0.00	5,700.00
** 213 ENFORCEMENT & EDUCATION		5,700.00	0.00	0.00	5,700.00	0.00	5,700.00
216.250.5570	TRAVEL/TRNG	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 0.00
216.250.5620	SUPPLIES	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00 0.00
216.250.5710	EQUIPMENT	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00 0.00
* Dept 250 POLICE		7,000.00	0.00	0.00	7,000.00	0.00	7,000.00
** 216 LAW ENFORCEMENT TRUST FUND		7,000.00	0.00	0.00	7,000.00	0.00	7,000.00
222.210.5110	SALARIES & WAGES	272,000.00	21,069.81	39,898.35	232,101.65	0.00	232,101.65 14.67
222.210.5212	EMPLYR PENSION	3,750.00	149.14	289.99	3,460.01	3,460.01	0.00 100.00
222.210.5214	EMPLYR MEDICARE	4,080.00	301.67	568.46	3,511.54	0.00	3,511.54 13.93
222.210.5216	EMPLYR FICA	14,500.00	1,270.64	2,362.97	12,137.03	0.00	12,137.03 16.30
222.210.5230	WORKERS COMP	17,500.00	0.00	0.00	17,500.00	0.00	17,500.00 0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered..	% Used
222.210.5235	UNEMPLOYMENT CHARGE	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
222.210.5240	UNIFORMS	4,500.00	20.00	20.00	4,480.00	0.00	4,480.00	0.44
222.210.5310	PROFESSIONAL SERVIC	2,900.00	270.00	713.18	2,186.82	0.00	2,186.82	24.59
222.210.5410	FIRE CONTRACTED SER	8,500.00	85.20	126.99	8,373.01	3,958.82	4,414.19	48.07
222.210.5415	EMS CONTRACTED SERV	5,000.00	500.00	1,229.00	3,771.00	3,700.00	71.00	98.58
222.210.5420	DISPATCHING	23,289.00	0.00	0.00	23,289.00	22,202.00	1,087.00	95.33
222.210.5440	VEHICLE REPAIRS/MAI	12,000.00	305.54	1,165.55	10,834.45	2,862.98	7,971.47	33.57
222.210.5445	REPRS/ MAINT	4,000.00	0.00	0.00	4,000.00	0.00	4,000.00	0.00
222.210.5465	ELECTRIC	11,000.00	303.56	303.56	10,696.44	0.00	10,696.44	2.76
222.210.5470	NATURAL GAS	10,000.00	1,683.90	1,683.90	8,316.10	0.00	8,316.10	16.84
222.210.5480	COMMUNICATIONS	12,000.00	485.37	1,053.88	10,946.12	729.08	10,217.04	14.86
222.210.5490	COUNTY AUDITOR/TREA	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
222.210.5510	TRAVEL/INCIDENTAL	1,000.00	44.00	44.00	956.00	0.00	956.00	4.40
222.210.5530	INSURANCE/BONDING	8,800.00	1,449.33	1,449.33	7,350.67	7,350.67	0.00	100.00
222.210.5570	TRAINING/EDUCATION	10,000.00	5,608.59	5,878.59	4,121.41	-1,808.00	5,929.41	40.71
222.210.5580	PROFESSIONAL MEMBER	1,000.00	166.25	305.25	694.75	0.00	694.75	30.53
222.210.5620	FIRE SUPPLIES/MTRLS	10,000.00	232.58	285.58	9,714.42	1,720.00	7,994.42	20.06
222.210.5625	EMS SUPPLIES/MTRLS	10,000.00	1,087.01	1,336.76	8,663.24	5,016.14	3,647.10	63.53
222.210.5650	FUEL	9,000.00	1,353.87	1,856.48	7,143.52	5,259.27	1,884.25	79.06
222.210.5690	CONTINGENCY	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00
222.210.5710	FIRE EQUIPMENT	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00
222.210.5715	EMS EQUIPMENT	7,800.00	0.00	0.00	7,800.00	0.00	7,800.00	0.00
* Dept 210 FIRE/EMS		477,119.00	36,386.46	60,571.82	416,547.18	54,450.97	362,096.21	
** 222 FIRE / EMS FUND		477,119.00	36,386.46	60,571.82	416,547.18	54,450.97	362,096.21	
283.340.5620	SUPPLIES/MTRLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
283.340.5710	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 340 RECYCLE		0.00	0.00	0.00	0.00	0.00	0.00	
** 283 RECYCLING FUND		0.00	0.00	0.00	0.00	0.00	0.00	
285.210.5110	SALARIES & WAGES	20,000.00	0.00	0.00	20,000.00	0.00	20,000.00	0.00
285.210.5212	EMPLOYERS PENSION	3,750.00	0.00	0.00	3,750.00	3,750.00	0.00	100.00
285.210.5214	EMPLOYERS MEDICARE	400.00	0.00	0.00	400.00	0.00	400.00	0.00
285.210.5216	EMPLOYERS SOCIAL SE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5230	WORKERS COMPENSATIO	750.00	0.00	0.00	750.00	0.00	750.00	0.00
285.210.5235	UNEMPLOYMENT CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5240	UNIFORMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5310	PROFESSIONAL SERVIC	1,000.00	11.00	22.00	978.00	0.00	978.00	2.20
285.210.5410	CONTRACTED SERVICES	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
285.210.5415	VET AND HEALTH SUPP	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
285.210.5420	STABLE FEES	6,600.00	0.00	550.00	6,050.00	6,050.00	0.00	100.00
285.210.5430	FERRIER	2,100.00	0.00	110.00	1,990.00	0.00	1,990.00	5.24
285.210.5440	VEHICLE REPAIRS/MAI	500.00	0.00	0.00	500.00	0.00	500.00	0.00
285.210.5445	REPAIRS & MAINTENAN	500.00	0.00	0.00	500.00	0.00	500.00	0.00
285.210.5465	ELECTRIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5470	NATURAL GAS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5480	COMMUNICATIONS	350.00	0.00	0.00	350.00	0.00	350.00	0.00
285.210.5510	TRAVEL/INCIDENTAL	200.00	0.00	0.00	200.00	0.00	200.00	0.00
285.210.5530	INSURANCE/BONDING	500.00	0.00	0.00	500.00	0.00	500.00	0.00
285.210.5570	TRAINING/EDUCATION	200.00	0.00	0.00	200.00	0.00	200.00	0.00

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered..	% Used
285.210.5580	PROFESSIONAL MEMBER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.210.5620	SUPPLIES/MATERIALS	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	0.00
285.210.5650	FUEL	500.00	0.00	500.00	0.00	0.00	500.00	0.00
285.210.5690	CONTINGENCY	500.00	0.00	500.00	0.00	0.00	500.00	0.00
285.210.5710	EQUIPMENT	300.00	0.00	300.00	0.00	0.00	300.00	0.00
285.210.5720	REFUNDS	2,500.00	0.00	2,500.00	34.00	0.00	2,466.00	1.36
* Dept 210 FIRE/EMS		44,150.00	11.00	43,468.00	9,834.00	0.00	33,634.00	
285.550.5310	PROFESSIONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
285.550.5620	SUPPLIES/MTRLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 550 ST HELENA II		0.00	0.00	0.00	0.00	0.00	0.00	
** 285 ST HELENA II FUND		44,150.00	11.00	43,468.00	9,834.00	0.00	33,634.00	
290.510.5310	PROFESSIONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
304.360.5750	LOCUST/MILLFIELD PR	0.00	0.00	0.00	0.00	0.00	0.00	0.00
331.510.5700	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
331.510.5730	CAPITAL IMPROVEMENT	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	0.00
* Dept 510 PARK/RECREATION		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	
** 331 PARK/RECREATION CAPITAL PROJEC		10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	
341.310.5410	WATER - CONTRACTED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
341.310.5720	WATER - CAPITAL OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
341.310.5730	WATER - CAPITAL IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
341.310.5770	NWSD WTRLINE PROJEC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 310 WATER		0.00	0.00	0.00	0.00	0.00	0.00	
** 341 WATER CAPITAL PROJECTS		0.00	0.00	0.00	0.00	0.00	0.00	
351.330.5410	SEWER - CONTRACTED	23,000.00	0.00	23,000.00	0.00	0.00	23,000.00	0.00
351.330.5710	SEWER - EQUIPMENT	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	0.00
351.330.5730	SEWER - CAPITAL IMP	10,000.00	0.00	10,000.00	0.00	0.00	10,000.00	0.00
351.330.5760	ADVANCE TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 330 SEWER		43,000.00	0.00	43,000.00	0.00	0.00	43,000.00	
** 351 SEWER CAPITAL PROJECTS		43,000.00	0.00	43,000.00	0.00	0.00	43,000.00	
381.610.5310	PROFESSIONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
381.610.5410	CONTRACTED SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
381.610.5710	DOWNTOWN CAPITAL CO	9,542.00	0.00	9,542.00	0.00	0.00	9,542.00	0.00
381.610.5730	DOWNTWN CAPITAL IM	24,130.00	0.00	24,130.00	0.00	0.00	24,130.00	0.00
* Dept 610 DOWNTOWN		33,672.00	0.00	33,672.00	0.00	0.00	33,672.00	
** 381 DOWNTOWN CAPITAL PROJECTS		33,672.00	0.00	33,672.00	0.00	0.00	33,672.00	

Account.....	Description.....	Revised app....	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered..	% Used
391.120.5700	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.120.5720	ADMIN CAPITAL OUTLA	220,000.00	400.00	800.00	219,200.00	400.00	218,800.00	0.55
391.120.5740	LAND PURCHASE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 120 MAYOR.ADMIN		220,000.00	400.00	800.00	219,200.00	400.00	218,800.00	
391.130.5490	COUNTY AUDITOR/TREA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.130.5860	Fire Station Bond S	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.130.5870	Fire Sta. Bond Seri	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.130.5880	Fire Sta. Bond Seri	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.130.5890	Fire Sta. Bond Seri	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 130 FINANCE		0.00	0.00	0.00	0.00	0.00	0.00	
391.140.5710	EQUIP-INC TAX	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.210.2222	COUNTY AUDITOR/TREA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.210.5710	EQUIP-FIRE/EMS	12,000.00	3,064.19	3,503.75	8,496.25	0.00	8,496.25	29.20
391.210.5720	FIRE/EMS - CAPITAL	26,796.00	0.00	13,398.00	13,398.00	0.00	0.00	100.00
391.210.5730	FIRE/EMS - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.210.5730	FIRE/EMS - FUTURE C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.210.5830	FIRE STA. BOND SERI	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00
391.210.5860	FIRE STA. BOND SERI	29,050.00	0.00	0.00	29,050.00	0.00	29,050.00	0.00
391.210.5870	FIRE STA. BOND SERI	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00
391.210.5880	FIRE STA. BOND SERI	28,800.00	0.00	0.00	28,800.00	0.00	28,800.00	0.00
* Dept 210 FIRE/EMS		156,646.00	3,064.19	16,901.75	139,744.25	13,398.00	126,346.25	
391.222.5490	COUNTY AUDITOR/TREA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.250.5570	POLICE TRAINING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.250.5710	POLICE EQUIPMENT	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	0.00
* Dept 250 POLICE		17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	
391.310.5710	OHIO & ERIE CANAL C	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.330.5710	SANITARY SEWER EQUI	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.330.5720	SEWER - CAPITAL OUT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 330 SEWER		0.00	0.00	0.00	0.00	0.00	0.00	
391.360.5710	STREET EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.360.5720	STREET CAPITAL OUTL	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00
391.360.5730	STREET CAPITAL IMPR	20,000.00	0.00	0.00	20,000.00	7,500.00	12,500.00	37.50
* Dept 360 STREET		23,000.00	0.00	0.00	23,000.00	7,500.00	15,500.00	
391.510.5720	PARK CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
391.510.5730	PARK CAPITAL IMPROV	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 510 PARK/RECREATION		0.00	0.00	0.00	0.00	0.00	0.00	
** 391 GENERAL CAPITAL PROJECTS		416,646.00	3,464.19	17,701.75	398,944.25	21,298.00	377,646.25	

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered...	% Used
441.310.5310	PROFESSIONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
441.310.5810	PRIN-WTP BONDS	140,084.00	0.00	140,084.00	0.00	0.00	140,084.00	0.00
441.310.5820	PRIN-MARKET (OPWC)	16,122.78	0.00	16,122.78	0.00	0.00	16,122.78	0.00
441.310.5830	PRIN-CANAL (OPWC)	6,157.80	0.00	6,157.80	0.00	0.00	6,157.80	0.00
441.310.5840	PRIN-WTP(OPWC)	30,029.74	0.00	30,029.74	0.00	0.00	30,029.74	0.00
441.310.5850	PRINCIPAL - NORTHWE	30,000.00	0.00	30,000.00	0.00	0.00	0.00	100.00
441.310.5860	WATER DEBT. MILAN S	16,582.44	0.00	16,582.44	0.00	0.00	16,582.44	0.00
441.310.5890	INT-WTP BONDS	5,883.54	0.00	5,883.54	0.00	0.00	5,883.54	0.00
441.310.5895	INTEREST (NORTHWEST	24,737.50	0.00	24,737.50	0.00	0.00	0.00	100.00
* Dept 310 WATER		269,597.80	0.00	269,597.80	54,737.50	0.00	214,860.30	
** 441 WATER DEBT		269,597.80	0.00	269,597.80	54,737.50	0.00	214,860.30	
451.330.5810	PRIN-WWTP(OWDA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
451.330.5820	PRIN-DENSHIRE(OPWC)	20,859.76	0.00	20,859.76	0.00	0.00	20,859.76	0.00
451.330.5830	PRIN-SOLIDS HANDL(O	18,805.00	0.00	18,805.00	0.00	0.00	18,805.00	0.00
451.330.5840	SEWER DEBT - HIGH S	7,462.36	0.00	7,462.36	0.00	0.00	7,462.36	0.00
451.330.5890	INT-WWTP(OWDA)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 330 SEWER		47,127.12	0.00	47,127.12	0.00	0.00	47,127.12	
** 451 SEWER DEBT		47,127.12	0.00	47,127.12	0.00	0.00	47,127.12	
471.130.5310	PROFESSIONAL SERVIC	0.00	0.00	0.00	0.00	0.00	0.00	0.00
471.130.5810	PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
471.130.5890	INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 130 FINANCE		0.00	0.00	0.00	0.00	0.00	0.00	
471.210.5490	COUNTY AUDITOR/TREA	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** 471 ELMRIDGE DEVELOPMENT DEBT		0.00	0.00	0.00	0.00	0.00	0.00	
481.130.5810	PRINCIPAL	39,916.00	0.00	39,916.00	0.00	0.00	39,916.00	0.00
481.130.5820	PRINCIPAL PARK PROPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
481.130.5830	INTEREST PARK PROPE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
481.130.5890	INTEREST	1,676.48	0.00	1,676.48	0.00	0.00	1,676.48	0.00
* Dept 130 FINANCE		41,592.48	0.00	41,592.48	0.00	0.00	41,592.48	
** 481 GENERAL OBLIGATION DEBT		41,592.48	0.00	41,592.48	0.00	0.00	41,592.48	
541.310.5110	SALARIES & WAGES	310,389.28	20,515.03	44,024.68	0.00	0.00	266,364.60	14.18
541.310.5120	OVERTIME	13,000.00	630.30	1,794.20	0.00	0.00	11,205.80	13.80
541.310.5212	EMPLYR PENSION	43,454.50	4,506.24	7,584.15	35,870.35	0.00	0.00	100.00
541.310.5214	EMPLYR MEDICARE	4,400.00	233.92	523.18	3,876.82	0.00	3,876.82	11.89
541.310.5220	HOSPITALIZATION	48,000.00	0.00	0.00	48,000.00	0.00	48,000.00	0.00
541.310.5230	WORKERS COMPENSATIO	11,000.00	0.00	0.00	11,000.00	0.00	11,000.00	0.00
541.310.5235	UNEMPLOYMENT CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
541.310.5240	UNIFORMS	2,000.00	821.40	980.28	1,019.72	261.60	758.12	62.09
541.310.5310	PROFESSIONAL SERVIC	22,000.00	137.63	209.81	21,790.19	0.00	21,790.19	0.95
541.310.5340	LAB SERVICES	3,500.00	280.00	472.50	3,027.50	0.00	3,027.50	13.50

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended.....	Encumbrance...	Unencumbered..	% Used
541.310.5410	CONTRACTED SERVICES	18,000.00	376.44	3,507.38	14,492.62	2,868.60	11,624.02	35.42
541.310.5420	DISPATCH SERVICE	500.00	0.00	0.00	500.00	0.00	500.00	0.00
541.310.5440	VEHICLE REPAIRS/MAI	3,000.00	0.00	278.61	2,721.39	2,500.00	221.39	92.62
541.310.5445	REPAIRS/MAINT	8,000.00	391.20	1,691.20	6,308.80	0.00	6,308.80	21.14
541.310.5465	ELECTRIC	42,000.00	5,972.74	5,972.74	36,027.26	0.00	36,027.26	14.22
541.310.5470	NATURAL GAS	13,000.00	0.00	0.00	13,000.00	0.00	13,000.00	0.00
541.310.5480	COMMUNICATIONS	12,000.00	569.31	1,117.18	10,882.82	2,265.05	8,617.77	28.19
541.310.5490	SAFETY PROGRAMS AND	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00
541.310.5510	TRAVEL/INCIDENTAL	500.00	0.00	0.00	500.00	0.00	500.00	0.00
541.310.5530	INSURANCE/BONDING	8,800.00	1,449.34	1,449.34	7,350.66	7,350.66	0.00	100.00
541.310.5555	EPA LICENSE FEE	7,500.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00
541.310.5570	TRAINING/EDUCATION	4,000.00	0.00	119.00	3,881.00	0.00	3,881.00	2.98
541.310.5580	PROFESSIONAL MEMBER	500.00	0.00	0.00	500.00	0.00	500.00	0.00
541.310.5620	SUPPLIES/MATERIALS	32,000.00	1,880.37	4,056.35	27,943.65	3,832.32	24,111.33	24.65
541.310.5630	STR/STRM MTRLS	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00
541.310.5640	SMALL TOOLS & EQUIP	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	0.00
541.310.5650	FUEL	6,000.00	311.44	779.90	5,220.10	3,335.85	1,884.25	68.60
541.310.5690	CONTINGENCY	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00
541.310.5710	EQUIPMENT	3,500.00	0.00	0.00	3,500.00	0.00	3,500.00	0.00
541.310.5980	REFUNDS/REIMBURSEME	2,000.00	278.61	278.61	1,721.39	0.00	1,721.39	13.93
541.310.5985	TRANSFER TO WATER D	75,000.00	0.00	0.00	75,000.00	0.00	75,000.00	0.00
* Dept 310 WATER		703,043.78	38,353.97	74,839.11	628,204.67	58,284.43	569,920.24	
** 541 WATER OPER FUND		703,043.78	38,353.97	74,839.11	628,204.67	58,284.43	569,920.24	
551.330.5110	SALARIES & WAGES	270,000.00	20,033.88	40,941.83	229,058.17	0.00	229,058.17	15.16
551.330.5120	OVERTIME	7,000.00	127.10	432.24	6,567.76	0.00	6,567.76	6.17
551.330.5212	EMPLYR PENSION	39,500.00	4,371.57	7,417.88	32,082.12	32,082.12	0.00	100.00
551.330.5214	EMPLYR MEDICARE	3,500.00	245.75	482.75	3,017.25	0.00	3,017.25	13.79
551.330.5220	HOSPITALIZATION	55,000.00	0.00	0.00	55,000.00	0.00	55,000.00	0.00
551.330.5230	WORKERS COMPENSATIO	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	0.00
551.330.5235	UNEMPLOYMENT CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
551.330.5240	UNIFORMS	2,000.00	821.40	980.28	1,019.72	261.60	758.12	62.09
551.330.5310	PROFESSIONAL SERVIC	20,000.00	247.59	319.77	19,680.23	0.00	19,680.23	1.60
551.330.5340	LAB SERVICES	5,000.00	335.00	727.50	4,272.50	0.00	4,272.50	14.55
551.330.5410	CONTRACTED SERVICES	12,000.00	404.86	3,561.50	8,438.50	2,811.74	5,626.76	53.11
551.330.5420	DISPATCH SERVICE	500.00	0.00	0.00	500.00	0.00	500.00	0.00
551.330.5440	VEHICLE REPAIRS/MAI	6,000.00	195.63	466.46	5,533.54	3,804.37	1,729.17	71.18
551.330.5445	PLANT-REPAIRS/MAINT	30,000.00	1,860.15	4,121.82	25,878.18	0.00	25,878.18	13.74
551.330.5447	LS-REPAIRS/MAINT	16,000.00	463.93	2,905.07	13,094.93	0.00	13,094.93	18.16
551.330.5450	SLUDGE REMOVAL	9,000.00	0.00	0.00	9,000.00	0.00	9,000.00	0.00
551.330.5465	ELECTRIC	105,000.00	16,885.56	17,040.24	87,959.76	0.00	87,959.76	16.23
551.330.5467	LS ELECTRIC	46,000.00	6,247.72	6,544.80	39,455.20	0.00	39,455.20	14.23
551.330.5470	NATURAL GAS	2,500.00	434.51	434.51	2,065.49	0.00	2,065.49	17.38
551.330.5480	COMMUNICATIONS	11,000.00	569.32	1,224.12	9,775.88	2,265.05	7,510.83	31.72
551.330.5487	LS-COMMUNICATNS	4,750.00	150.42	346.40	4,403.60	347.05	4,056.55	14.60
551.330.5490	SAFETY PROGRAMS AND	2,500.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00
551.330.5510	TRAVEL/INCIDENTAL	500.00	0.00	0.00	500.00	0.00	500.00	0.00
551.330.5530	INSURANCE/BONDING	8,800.00	1,449.34	1,449.34	7,350.66	7,350.66	0.00	100.00
551.330.5555	EPA LICENSE FEE	6,000.00	200.00	3,120.00	2,880.00	0.00	2,880.00	52.00
551.330.5570	TRAINING/EDUCATION	2,500.00	0.00	119.00	2,381.00	0.00	2,381.00	4.76
551.330.5580	PROFESSIONAL MEMBER	400.00	0.00	0.00	400.00	0.00	400.00	0.00
551.330.5620	SUPPLIES/MTRLS	18,000.00	987.65	3,119.38	14,880.62	0.00	14,880.62	17.33

Account.....	Description.....	Revised app...	MTD Expense...	YTD Expense...	Unexpended....	Encumbrance...	Unencumbered..	% Used
551.330.5630	ST/STRM MTRLS	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
551.330.5640	SMALL TOOLS & EQUIP	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
551.330.5650	FUEL	7,500.00	311.43	6,720.12	779.88	3,335.87	3,384.25	54.88
551.330.5690	CONTINGENCY	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
551.330.5710	EQUIPMENT	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	0.00
551.330.5980	REFUNDS	3,000.00	0.00	3,000.00	0.00	0.00	3,000.00	0.00
551.330.5990	TRANSFER TO SEWER D	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 330 SEWER		711,950.00	56,342.81	96,534.77	615,415.23	52,258.46	563,156.77	
** 551 SEWER OPER FUND		711,950.00	56,342.81	96,534.77	615,415.23	52,258.46	563,156.77	
608.130.5990	PREMIUMS	212,000.00	17,142.79	50,779.11	161,220.89	167,104.37	-5,883.48	102.78
608.130.5995	CLAIMS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
* Dept 130 FINANCE		212,000.00	17,142.79	50,779.11	161,220.89	167,104.37	-5,883.48	
** 608 HOSPITALIZATION INS FUND		212,000.00	17,142.79	50,779.11	161,220.89	167,104.37	-5,883.48	
701.130.5690	CONTINGENCY	3,590.72	0.00	0.00	3,590.72	0.00	3,590.72	0.00
780.130.5980	REIMBURSEMENTS	4,038.03	0.00	46.97	4,038.03	0.00	4,038.03	1.15
800.110.4990	TRANSFER TO GENERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
***		8,490,796.70	458,732.22	736,460.91	7,754,335.79	748,914.36	7,005,421.43	

City of Canal Fulton
 Bank Reconciliation
 For the Month Ending Feb 28, 2011

Book Balance 1/31/2011 \$ 1,876,481.25
 Plus: Receipts 463,738.06
 Less: Expenses 478,669.15
 Book Balance 02/28/2011 1,861,550.16

Bank Balances as of 2/28/2011: Acct. #
 Huntington Checking \$ 158,566.07 ***18100
 Huntington Money Market Account 337,086.75 ****6781
 ST. HELENA PAYPAL ACCT. 1,633.48
 First Merit General Acct. 1,395,008.76 ****1046
 First Merit Canal Boat Account 66,739.46 ****0993

TOTAL 1,959,034.52
 Verified By: [Signature] Date: 4/1/11

-
 - Total Credit card receipts in transit 1,701.50
 - Income tax Transits
 - Plus: Income tax receipts/charges
 - Utility receipts/charges
 - Finance receipts in transit
 - ACH Payroll Adjustment
 Bank Transfer in transit \$ - x
 - x
 Less: Outstanding Checks \$ -
 First Merit General Account 84,658.42
 First Merit Payroll Account 8,551.20
 Carry over deductions balances 6,075.23

UTILITY CHECK
 NSF CHECK DEP. 2/28 (92.86)
 VARIANCE (6.13)

Adjusted Book Balance \$ 1,861,451.17

Bank Balances \$ 1,861,451.17

Verified by: [Signature] Date: 4/1/11

- Variance

Respectfully submitted,
 [Signature]
 Scott M. Svab
 Finance Director

Fund Description.....	Beg Mo Bal.....	Mtd Receipts..	Mtd Expenses..	Unexp bal.....	Encumbrances..	Unenc bal.....
101 GENERAL FUND	146,557.47	16,806.10	32,177.84	131,185.73	139,345.33	-8,159.60
200 CITY INCOME TAX FUND	331,065.78	113,550.10	161,826.23	282,789.65	31,111.92	251,677.73
201 STREET CONST., MAINT., REPAIR	111,299.87	19,409.36	20,636.98	110,072.25	39,076.68	70,995.57
204 STATE HWY IMPROVEMENT	1,015.60	1,495.94	1,337.42	1,174.12	0.00	1,174.12
206 MVL TAX FUND	42,465.17	5,187.50	14,029.82	33,622.85	2,388.73	31,234.12
210 POLICE FUND	32,821.42	171,401.15	80,813.48	123,409.09	161,109.76	-37,700.67
213 ENFORCEMENT & EDUCATION	15,798.99	50.00	0.00	15,848.99	0.00	15,848.99
216 LAW ENFORCEMENT TRUST FUND	6,948.17	0.00	0.00	6,948.17	0.00	6,948.17
222 FIRE / EMS FUND	129,879.08	9,274.29	38,945.15	100,208.22	64,833.63	35,374.59
283 RECYCLING FUND	0.00	0.00	0.00	0.00	0.00	0.00
285 ST HELENA II FUND	20,420.88	0.00	11.00	20,409.88	9,834.00	10,575.88
290 FEMA GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
304 FEDERAL HWY ADMIN GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
331 PARK/RECREATION CAPITAL PROJEC	11,266.78	0.00	0.00	11,266.78	925.00	10,341.78
341 WATER CAPITAL PROJECTS	33,033.22	1,282.94	0.00	34,316.16	0.00	34,316.16
351 SEWER CAPITAL PROJECTS	363,057.47	11,344.03	0.00	374,401.50	6,663.70	367,737.80
381 DOWNTOWN CAPITAL PROJECTS	88,892.91	0.00	0.00	88,892.91	0.00	88,892.91
391 GENERAL CAPITAL PROJECTS	91,921.93	0.00	15,475.81	76,446.12	31,462.58	44,983.54
411 FUND TO BE DELETED	0.00	0.00	0.00	0.00	0.00	0.00
441 WATER DEBT	9,254.93	5,808.51	0.00	15,063.44	54,737.50	-39,674.06
451 SEWER DEBT	9,629.24	1,293.62	0.00	10,922.86	2,750.90	8,171.96
471 ELMRIDGE DEVELOPMENT DEBT	7,930.54	0.00	0.00	7,930.54	0.00	7,930.54
481 GENERAL OBLIGATION DEBT	1,000.01	0.00	0.00	1,000.01	0.00	1,000.01
541 WATER OPER FUND	112,418.34	45,525.88	39,359.15	118,585.07	76,062.49	42,522.58
551 SEWER OPER FUND	257,615.12	61,308.64	56,913.48	262,010.28	52,784.46	209,225.82
608 HOSPITALIZATION INS FUND	33,828.91	0.00	17,142.79	16,686.12	176,733.58	-160,047.46
701 GENERAL TRUST	3,590.72	0.00	0.00	3,590.72	0.00	3,590.72
780 UNCLAIMED TRUST	4,768.70	0.00	0.00	4,768.70	0.00	4,768.70
800 RESERVE FUND	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
***	1,876,481.25	463,738.06	478,669.15	1,861,550.16	849,820.26	1,011,729.90

Fund Description	Beg Yr Bal	Ytd Receipts	Ytd Expenses	Unexp bal	Encumbrances	Unenc bal
101 GENERAL FUND	175,074.57	34,306.01	78,194.85	131,185.73	139,345.33	-8,159.60
200 CITY INCOME TAX FUND	121,181.95	333,753.46	172,145.76	282,789.65	31,111.92	251,677.73
201 STREET CONST., MAINT., REPAIR	104,904.14	37,758.28	32,590.17	110,072.25	39,076.68	70,995.57
204 STATE HWY IMPROVEMENT	865.27	2,983.69	2,674.84	1,174.12	0.00	1,174.12
206 MVL TAX FUND	45,536.25	10,968.26	22,881.66	33,622.85	2,388.73	31,234.12
210 POLICE FUND	95,181.20	172,643.02	144,415.13	123,409.09	161,109.76	-37,700.67
213 ENFORCEMENT & EDUCATION	16,287.42	50.00	488.43	15,848.99	0.00	15,848.99
216 LAW ENFORCEMENT TRUST FUND	6,948.17	0.00	0.00	6,948.17	0.00	6,948.17
222 FIRE / EMS FUND	150,597.76	15,298.88	65,688.42	100,208.22	64,833.63	35,374.59
283 RECYCLING FUND	0.00	0.00	0.00	0.00	0.00	0.00
285 ST HELENA II FUND	21,091.88	0.00	682.00	20,409.88	9,834.00	10,575.88
290 FEMA GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
304 FEDERAL HWY ADMIN GRANT FUND	0.00	0.00	0.00	0.00	0.00	0.00
331 PARK/RECREATION CAPITAL PROJEC	11,266.78	0.00	0.00	11,266.78	925.00	10,341.78
341 WATER CAPITAL PROJECTS	31,643.81	2,672.35	0.00	34,316.16	0.00	34,316.16
351 SEWER CAPITAL PROJECTS	351,086.83	23,314.67	0.00	374,401.50	6,663.70	367,737.80
381 DOWNTOWN CAPITAL PROJECTS	88,892.91	0.00	0.00	88,892.91	0.00	88,892.91
391 GENERAL CAPITAL PROJECTS	107,479.49	0.00	31,033.37	76,446.12	31,462.58	44,983.54
411 FUND TO BE DELETED	0.00	0.00	0.00	0.00	0.00	0.00
441 WATER DEBT	37,409.99	12,099.82	34,446.37	15,063.44	54,737.50	-39,674.06
451 SEWER DEBT	28,009.54	2,745.70	19,832.38	10,922.86	2,750.90	8,171.96
471 ELMRIDGE DEVELOPMENT DEBT	7,930.54	0.00	0.00	7,930.54	0.00	7,930.54
481 GENERAL OBLIGATION DEBT	1,000.01	0.00	0.00	1,000.01	0.00	1,000.01
541 WATER OPER FUND	104,776.33	93,961.77	80,153.03	118,585.07	76,062.49	42,522.58
551 SEWER OPER FUND	269,897.33	102,021.52	109,908.57	262,010.28	52,784.46	209,225.82
608 HOSPITALIZATION INS FUND	67,465.23	0.00	50,779.11	16,686.12	176,733.58	-160,047.46
701 GENERAL TRUST	3,590.72	0.00	0.00	3,590.72	0.00	3,590.72
780 UNCLAIMED TRUST	4,815.67	0.00	46.97	4,768.70	0.00	4,768.70
800 RESERVE FUND	10,000.00	0.00	0.00	10,000.00	0.00	10,000.00
***	1,862,933.79	844,577.43	845,961.06	1,861,550.16	849,820.26	1,011,729.90

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 3-11

Passed _____, 20____

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO ACCEPT THE DONATION
OF PART OF OUTLOT #155 IN THE
CITY OF CANAL FULTON.

WHEREAS, Schalmo Properties, Inc., an Ohio Corporation, has expressed a desire to donate real property located in the City of Canal Fulton, Ohio.

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

The City of Canal Fulton agrees to accept the donation of part of Outlot #155 more fully described on attached Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2011, 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 _____, 2011.

Tammy Marthey, Clerk-of-Council

EXHIBIT "A"

December 6, 2010

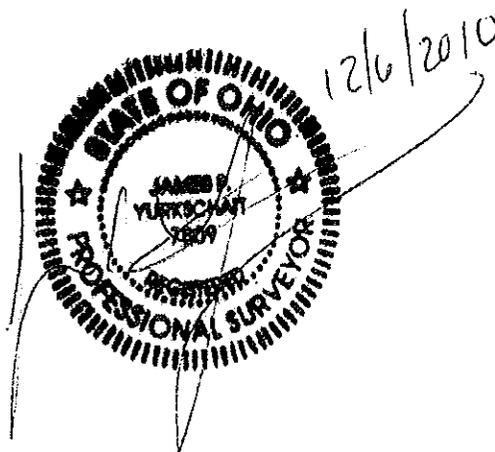
**DESCRIPTION OF A 0.858 ACRE PARCEL
SUMMER EVENING DRIVE – CANAL FULTON**

Situated in the State of Ohio, County of Stark, City of Canal Fulton, being part of Outlot 155, being part of the Southwest Quarter of Section 11 in original Township of Lawrence (T-1N, R-10W), being a part of a parcel of land now or formerly owned by Schalmo Properties, Inc. (O.R. 719, Page 946), and being further bounded and described as follows:

Beginning for reference at a 5/8" rebar found and held marking the Northeast corner of Lot 2039 in Discovery Park Phase 6 Subdivision (Inst. No. 200605230031200) and being **THE TRUE PLACE OF BEGINNING** for the parcel described herein;

- 1.) Thence S 72°36'01"W, along the North line of said Lot 2039 and the North line of Lot 2038 in said Discovery Park Phase 6 Subdivision, a distance of 193.37' to 5/8" rebar found and held marking the Northwest corner of said Lot 2038;
- 2.) Thence N 02°18'04"E, along a new division line, a distance of 270.59' to a 5/8" rebar set on the South line of Lot 1638 in the Spring Morning Subdivision (Inst. No. 200611200070846);
- 3.) Thence S 74°54'30"E, along the South line of said Lot 1638, a distance of 159.52' to a 5/8" rebar found and held marking the Southeast corner thereof and being on the West line of Lot 2044 in Discovery Park Phase 4 Subdivision (Inst. No. 200612190076799);
- 4.) Thence S 06°33'05"E, along the West line of Lot 2044, a distance of 172.14' to **THE TRUE PLACE OF BEGINNING** and containing 0.858 Acres (37,374 square feet) of land as surveyed by Campbell & Associates, Inc. under the supervision of James P. Yurkschatt, S-7809 in December of 2010. All 5/8" rebars are 30" in length and capped "C&A".

The basis of bearing for this description is N 87°41'30"W as the centerline of Summer Evening Drive and is the same bearing found in Discovery Park Phase 2 Subdivision (Inst. No. 200408190059773).



RECORD OF ORDINANCES

Davton Legal Blank, Inc.

Form No. 30043

Ordinance No. 1-11

Passed _____, 20____

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE ZONING CODE OF THE CITY OF CANAL FULTON, OHIO TO AMEND CHAPTER 1146 CERTIFICATE OF OCCUPANCY TO CERTIFICATE OF COMPLIANCE, DELETE FIRE INSPECTION AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the Council of the City of Canal Fulton, Ohio has recommended that Chapter 1146 of the Codified Ordinances of the Zoning Code of Canal Fulton, Ohio regarding Certificates of Occupancy be amended, and

WHEREAS, the Council has recommended the amendment of Charter 1146 to Certificate of Compliance and deleting Fire Inspection, and

WHEREAS, a public hearing with notice as required by law has been held.

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

Chapter 1146 Certificate of Compliance is amended to read:

See attached Exhibit "A"

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance 1-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, and that publication of the foregoing Ordinance 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 _____, 2011.

Tammy Charlson, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No.

4-11

Passed

20

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO DONATE \$1,000 TO THE
DOWNTOWN MURAL PROJECT

WHEREAS, the Council of the City of Canal Fulton, Ohio has expressed a desire to donate to the Downtown Mural Project.

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

The City of Canal Fulton agrees to donate ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) to the Downtown Mural Project at High and Cherry Streets.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, 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 _____, 2011.

Tammy Charlson, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 2-11

Passed _____, 20____

AN ORDINANCE TO ADJUST THE PAY RATE AND FUND PERCENTAGES FOR VARIOUS CITY EMPLOYEES OF CANAL FULTON, OHIO EFFECTIVE APRIL 10, 2011 AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of Canal Fulton desires to adjust the pay rate and fund percentages for various City employees.

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

Section 1: Sections 124.02 and 125.04 of the Codified ordinances shall be Amended to read:

124.02 CLERK OF COUNCIL/ASSISTANT TO THE CITY MANAGER

There is established the position of Clerk of Council/Assistant to the City Manager (full-time) at the direction of the City Manager. The salary shall be \$41,200.00 per year, payable 30.0% from water funds, 37.5% from sewer funds and 32.5% from general fund.

Section 2: Section 123.01 of the Codified ordinances shall be amended to read:

Section 123.01 FINANCE DIRECTOR

The Finance Director shall receive a salary of \$48,000.00 per year, payable 30.0% from water funds, 37.5% from sewer funds, and 32.5% from general funds.

Section 3: The Chief of Police (full-time) shall receive \$60,023.25 per year and shall receive the same uniform allowance as the other employees in the department. The Chief shall receive service credit from his previous public employment for the accrual of vacation and the same longevity as other non-bargaining fulltime employees.

Section 4: The Police Department Administrative Assistant shall be paid \$15.15 per hour commencing July 19, 2009.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 2-11

Passed

20

Section 5: The Police Lieutenant shall have an established salary for 2009 of \$52,657.70 and thereafter shall be \$54,126.59 and shall also be compensated at the reimbursed rate for additional work details that are reimbursable. The salary established for 2009 shall be retro-active to the date of swearing in for the position. The position shall receive the same uniform allowance as other full-time members of the department and the same longevity as other non-bargaining full-time employees.

Section 6: The Director of Public Services shall receive \$57,643.95 per year, payable 45% from water funds and 45% from sewer funds and 10% from general funds.

Section 7: The Superintendent of the Utility Department shall receive \$30,901.00 per year, payable 50% from water funds and 50% from sewer funds and the position shall be limited to twenty-five (25) hours per week. The position shall have the same uniform allowance and medical benefits as other employees in the department. Effective date shall be January 20, 2011.

Section 8: The Law Director shall receive \$2,083.33 per month, payable 40% legal, 30% water funds and 30% sewer funds.

Section 9: The Zoning Inspector shall receive \$16.48 per hour, payable 100% from general funds.

Section 10: The Street Superintendent shall receive \$49,440.00 per year, payable 75% from street funds and 25% from lands and buildings, and the same vacation, sick leave, and uniform allowance as the other employees in the department.

Section 11: The City Manager shall receive \$68,134.50 per year, 30.0% from water funds, 37.5% sewer funds, and 32.5% from general funds.

Section 12: This Ordinance is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that changes can be effective April 10, 2011, wherefore, this ordinance shall take effect and be in full force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30143

Ordinance No. 2-11

Passed _____, 20____

I, Tammy Charlson, Clerk of Council of the City of Canal Fulton, do hereby certify that this is a true and correct copy of Ordinance _____, 11 duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, and that publication of the foregoing Ordinance 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 _____, 2011.

Tammy Charlson, Clerk of Council

RECORD OF ORDINANCES

Duylon Legal Blank, Inc.

Form No. 30143

Ordinance No. 3-11

Passed _____, 20__

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO AMENDING ORDINANCE 1-11, SECTION OF RATES OF PAY FOR VARIOUS POSITIONS RETROACTIVE TO JANUARY 1, 2011 AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, the Canal Fulton City Council has established rates of pay for part-time safety force employees, and

WHEREAS, adjustments are to be made to their pay, and

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

Section 1: Rates of pay of part-time safety forces employees shall be established as follows:

FIRE DEPARTMENT

PER YEAR

Chief	\$15,000.00
Assistant Chief	\$ 6,500.00
Captain (3)	\$ 4,000.00
Training Officer	\$ 1,625.00

FIRE DEPARTMENT

HOURLY RATE

Support Firefighter	\$10.25
Non-EMT Firemen	\$10.75
Fire Inspectors	\$12.61
Emergency Medical Technicians/Firefighters	\$11.18
Advanced Emergency Medical Technicians/Firefighters	\$12.27
Paramedics/Firefighters	\$13.36
Administrative Assistant	\$10.55
Basic Emergency Medical Technician-Day Program*	\$11.18
Intermediate Emergency Medical Technician-Day Program*	\$12.27
Paramedic-Day Program*	\$13.36
Officer In Charge (OIC)	\$.50 per hour additional

RECORD OF ORDINANCES

Deyou Legal Blank, Inc.

Form No. 10041

Ordinance No. 3-11

Passed _____, 20____

FIRE DEPARTMENT

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
- B. MEMORIAL DAY
- C. INDEPENDENCE DAY
- D. LABOR DAY
- E. THANKSGIVING DAY
- F. CHRISTMAS DAY

*As approved by Township Trustees

POLICE DEPARTMENT

HOURLY RATE

Police Officers
Part-time-Four (4) Maximum

<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>
\$12.58	\$13.58	\$14.58

Section 2: All other ordinances inconsistent herewith are repealed.

Section 3: This ordinance is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that changes can be retroactive to January 1, 2011, wherefore, this ordinance shall take effect and be in full force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____ 11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, and that publication of the foregoing Ordinance was duly made by posting

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No.

341

Passed

20

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 _____, 2011.

Tammy Charlson, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Bank, Inc., Form No. 20048

Resolution No. 4-11

Passed

20

**UNDER SUSPENSION
OF THE RULES**

**A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN
AMENDED CONTRACT TO RENT THE
HATFIELD PARKING LOT AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Canal Fulton, Ohio desires to increase the amount of available parking downtown in the historic district of the City, and

WHEREAS, John D. Hatfield desires to lease his parking lot located adjacent to Canal Street, Market Street and Walnut Street in Canal Fulton.

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

SECTION 1: The City of Canal Fulton agrees to enter into an amended contract with John D. Hatfield for the rental of his parking lot located adjacent to Canal Street, Market Street and Walnut Street and authorizes the City Manager to execute same.

SECTION 2: This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that the amended lease can be executed in an expeditious manner.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2011, 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 _____, 2011.

Tammy Charlson, Clerk-of-Council

SEF/bp

PARKING LOT LEASE

This Lease made and entered into as of the _____ day of _____, 2011, by and between HATFIELD FAMILY REVOCABLE LIVING TRUST, JOHN D. HATFIELD and INA L. HATFIELD, TRUSTEES (Lessor) and CITY OF CANAL FULTON, OHIO (Lessee),

WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a Parking Lot owned by Lessor and hereinafter described,

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and each and every act performed hereunder by either party, the parties enter into the following Articles of Agreement:

ARTICLE I

The Leased Property and the Term.

1. **Leased Property.** Lessor, in consideration of the rents to be paid as set forth below, and upon the covenants and conditions herein contained, hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described real estate to wit:

Situated in the City of Canal Fulton, County of Stark and State of Ohio:

Known as and being Lot Number ONE HUNDRED FORTY-THREE (#143) in the City of Canal Fulton, according to the present enumeration of lots thereon.

2. **Term.** The term of this Lease shall be for a period of two (2) years commencing on the 1st day of May, 2011, and ending on the 30th day of April, 2013.

3. Option to Extend Term. The Lessee is given the option to extend the term on all the provisions contained in the lease, except for rent.

4. This agreement can be terminated by either party upon presentment of ninety (90) days written notice one year after the initial commencement of the lease term.

ARTICLE II

1. Rental. During the term hereof, the monthly rental hereunder shall be Three Hundred and no/100 Dollars (\$300.00). The monthly rent shall be paid on or before the first (1st) day, but no later than the Tenth (10th) day, of each month, without demand.

2. Deposit. No Security Deposit shall be required of Lessee.

ARTICLE III

1. Beginning Possession. The right of Lessee to possess the Leased Property shall commence upon May 1, 2011.

2. Use of Premises. Lessee shall have the right to use the Leased Property for commercial purposes. Lessee shall not use or occupy, or permit the use of the Leased Property or any part thereof, in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority (including, but not limited to zoning, health, safety and environmental laws and regulations) or constituting a nuisance. Lessee covenants and agrees that it will use and occupy the Leased Property as a Public Parking Lot.

ARTICLE IV Terms and Conditions.

1. Lessee will set aside four parking spaces to be used as private parking by permit only as designated by John D. Hatfield.
2. Lessee will install appropriate signage for the parking lot and private parking areas.
3. Lessee will fill cracks and pot holes or resurface the parking lot as necessary.
4. Lessee will seal coat and stripe the parking lot once per year or as needed as determined by Lessee.
5. Lessee will provide snow removal for the parking lot and surrounding

sidewalks.

- 6. Lessee will not permit heavy dumpsters, containers, unlicensed or inoperable vehicles, tractor trailers or heavy trucks in the parking lot.
- 7. Lessee retains the exclusive right to sublet the premises and/or enter into agreements with other downtown business to help defray the cost of operation and maintenance.
- 8. Lessee will be responsible for landscaping and maintenance of unpaved areas of the parking lot property.
- 9. Lessor will retain the right to erect a commercial grade sign which complies with all historical and zoning regulations listing downtown merchants near the intersection of Market and Canal Streets on the unimproved portion of the premises.
- 10. Lessor and Lessee agree that any other prior lease or agreements regarding the premises are revoked, rescinded and annulled rendering said null and void.

ARTICLE V

Miscellaneous

1. Notices. All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when either delivered personally to the other party or sent by United States certified or registered mail, postage prepaid, addressed to the other party as follows:

LESSOR: Hatfield Family Trust
123 N. Canal St.
Canal Fulton, Ohio 44614

LESSEE: City of Canal Fulton, Ohio
155 East Market St.
Canal Fulton, Ohio 44614

Either party may change its address for notice from time to time by serving notice on the other party as provided above.

2. Governing Law. This Lease shall be governed in accordance with the laws of the State of Ohio.

3. Authority. Each party to this Lease represents that it has full power and authority to enter into this Lease.

4. Amendment. No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Lessor and Lessee unless set forth in writing and duly executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease on the date first above written, after due authorization.

LESSOR
HATFIELD FAMILY REVOCABLE
LIVING TRUST
JOHN D. HATFIELD and
INA L. HATFIELD, TRUSTEES

JOHN D. HATFIELD
TRUSTEE

INA L. HATFIELD
TRUSTEE

LESSEE
CITY OF CANAL FULTON, OHIO

BY _____
MARK A. COZY
CITY MANAGER

APPROVED BY:

SCOTT E. FELLMETH
Director of Law
City of Canal Fulton

State of Ohio)
Stark County)ss:

Before me, a Notary Public in and for said County and State, personally appeared HATFIELD FAMILY REVOCABLE LIVING TRUST, JOHN D. HATFIELD and INA L. HATFIELD, TRUSTEES who acknowledged before me that the foregoing instrument is signed for the purpose therein stated and as the free act and deed of the signers thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, said county and state, this _____ day of _____, 2011.

NOTARY PUBLIC

State of Ohio)
Stark County)ss:

Before me, a Notary Public in and for said County and State, personally appeared CITY OF CANAL FULTON by MARK A. COZY, CITY MANAGER, who acknowledged before me that the foregoing instrument is signed for the purpose therein stated and as the free act and deed of the signer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, said county and state, this _____ of _____, 2011.

NOTARY PUBLIC

This Instrument Prepared By:
Scott E. Fellmeth
Attorney at Law
Midtown Office Building
46 Federal Ave. N.W.
Massillon, Ohio 44647

SCOTT E. FELLMETH
ATTORNEY AT LAW
MIDTOWN OFFICE BUILDING
46 FEDERAL AVENUE NW
MASSILLON, OHIO 44647

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 5-11 Passed _____ 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO OBTAIN A COMMERCIAL SURETY BOND FOR THE FINANCE DIRECTOR.

WHEREAS, the City of Canal Fulton, Ohio desires to make an application for a Commercial Surety Bond for the Finance Director of the City of Canal Fulton, and.

WHEREAS, said bond shall be in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00).

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

The City of Canal Fulton, Ohio agrees to obtain a Commercial Surety Bond for the Finance Director in the amount of \$20,000.00.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-11, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2011, 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 _____, 2011.

Tammy Charlson, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Desk, Inc., Form No. 00046

Resolution No. 6-11

Passed _____

20____

**UNDER SUSPENSION OF
THE RULES**

**A RESOLUTION BY THE COUNCIL OF THE
CITY OF CANAL FULTON, OHIO TO
ENTER INTO A CONTRACT WITH
TEAMSTERS LOCAL 24, AFL/CIO
RETROACTIVE TO JANUARY 1, 2011 AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Canal Fulton, Ohio has been negotiating an
Employment Agreement with Freight Drivers, Dockworkers and Helpers
Teamsters Local 24 AFL/CIO, and

WHEREAS, the parties have reached an agreement effective January 1,
2011 through December 31, 2013.

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

SECTION 1: The City of Canal Fulton, Ohio agrees to enter into an
employment contract with Teamsters Local 24, AFL/CIO
pursuant to Agreement attached as Exhibit "A".

SECTION 2: This Resolution is hereby determined to be an emergency
measure, the immediate passage of which is necessary for the
preservation of the public peace, health, safety and welfare of
the City of Canal Fulton, such emergency arising so that the
employment contract can be effective retroactive to January 1,
2011, wherefore this Resolution shall take effect and be in full
force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Charlson, Clerk-of-Council

I, Tammy Charlson, Clerk-of-Council of the City of Canal Fulton, Ohio, do
hereby certify that this is a true and correct copy of Resolution _____-11, duly
adopted by the Council of the City of Canal Fulton, on the date of _____,
2011, 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
_____, 2011.

Tammy Charlson, Clerk-of-Council

EXHIBIT "A"

AGREEMENT

The City of Canal Fulton

And

**TEAMSTERS LOCAL UNION NO. 24
Affiliated with
The International Brotherhood of Teamsters**

Effective

JANUARY 1, 2011

Through

DECEMBER 31, 2013

SERB CASE NO. 2010-MED-11-1716

**Prepared by:
The City of Canal Fulton and
Teamsters Local No. 24**

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EXHIBIT A.....ERROR! BOOKMARK NOT DEFINED.

ARTICLE 1 - PURPOSE

Parties to Agreement

Section 1.1 This Agreement is between the City of Canal Fulton, Ohio, a chartered municipal corporation, hereinafter known as the Employer, and Freight Drivers Dockworkers and Helpers Teamsters Local 24, AFL/CIO, hereinafter referred to as the Union. All changes made as a result of the parties' negotiations for this successor Agreement are entered in bold type.

Purpose

Section 1.2 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; to promote individual efficiency and service to the citizens of the City of Canal Fulton; to avoid interruption or interference with the efficient operation of the Employer's business; to establish the wages, hours, and other terms and conditions of employment for employees and classifications of the Bargaining Unit herein provided in this Agreement, and to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and to meet the other provisions of Ohio Revised Code 4117 and this Agreement.

ARTICLE 2 - RECOGNITION

Section 2.1 The Union is recognized as the sole and exclusive representative for all employees in the Bargaining Unit for the purpose of establishing rates of pay, wages, hours, and other terms and conditions of employment.

Section 2.2 The Union's exclusive Bargaining Unit includes all full-time waste water operators, lab technicians, parks department employees, utilities operators and skilled operators, and street department operators, mechanics and skilled operators. Additionally, the parties have jointly submitted a Petition for Unit Clarification with the State Employment Relations Board which would include the Tax Administrator and Utility Clerk classification.

Section 2.3 Any employees of the Employer (The City of Canal Fulton) not listed in Section 2.2 above are excluded from the Bargaining Unit.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the

public employer, standards of services, its overall budget, utilization of technology, and organization structure;

2. Direct, supervise, and evaluate employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4 - UNION STEWARDS

Section 4.1 The Bargaining Unit employee shall be permitted a union steward which shall be designated by Local 24. The union steward shall also have an alternate steward to function in place of the steward, during his absence.

Section 4.2 The Union shall submit written notification to the City containing the names of each union representative and alternative representative, and shall notify the City promptly of any changes.

Section 4.3 The union steward shall be granted time off from duty hours, without loss of pay, for the purpose of fulfilling their steward duties, which shall be specifically defined as: The filing and processing of grievances; investigatory interviews or disciplinary representation of members under the Collective Bargaining Agreement; work rule discussions with supervisors or the Employer; review and administration of overtime rosters; any other specific representation need as provided in this Agreement, and; any other meetings which are mutually set by the Employer and the Union. The union steward must obtain prior permission in advance from his supervisor before leaving the work site and he must notify his supervisor immediately upon return to his job. Permission will not be unreasonably refused and union stewards will not abuse the right of the requesting of time off.

ARTICLE 5 - NON-DISCRIMINATION SECTION

Section 5.1 The Employer agrees not to unlawfully discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age.

Section 5.2 The Employer agrees that there will be no discrimination by the Employer against any employee because of any employee's lawful activities and/or support of the Union.

Section 5.3 The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 6 - DUES DEDUCTION/FAIRSHARE

Section 6.1 The Employer will deduct union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorizations on file with the Employer. Dues or fees deducted shall be sent to the Union, along with a statement listing amounts deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. A check in the amount of total dues withheld shall be tendered to the Union within ten (10) days from the date of the deduction, barring any unusual circumstances. An alphabetical list of employees, for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deduction. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In the event an employee's first months pay is insufficient for deduction, the Employer will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period. The Union will indemnify and hold the Employer harmless from any action grown out of the deductions made by the Employer hereunder.

Section 6.2 For the purpose of this article "eligible employees" are Bargaining Unit employees on the payroll for more than thirty (30) days, who have not claimed a religious exemption from the requirement to contribute to the labor organization. All eligible employees shall either become Union members or pay a fair share fee to the Union.

ARTICLE 7 - NO STRIKE/NO LOCKOUT

Section 7.1 Employees' Pledge During the term of this agreement, all members of the Bargaining Unit pledge that they shall not plan, support or participate in any work slowdown, strike, or any other form of concerted activity which would amount to a withholding of services of their employment from the Employer. In the event of a

violation of this article, the Union agrees, that upon request by the Employer, to issue an immediate written demand to the employees of the City disclaiming such violation and immediately ordering such employees to cease such activity and return to the normal operations of the City.

Notice of violation of this Article may be given to any union representative or employee representative or officer of the Union. The Union recognizes that employees who violate this section may be subject to disciplinary action.

Section 7.2 No Lockout During the term of this agreement the Employer shall not lock out any member of the Bargaining Unit.

ARTICLE 8 - PROBATIONARY PERIOD

Section 8.1 Employees shall be considered to be on probation for a period of six (6) months of continuous employment. The Employer shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period are not subject to the grievance procedure.

ARTICLE 9 - SENIORITY

Section 9.1 Seniority shall be defined as an employee's length of departmental service while working full time in the Bargaining Unit. Seniority shall be honored for purposes of job bidding, overtime, layoff and recall. Current employees shall receive credit for all time spent on the Employer's payroll.

Section 9.2 Senior shall be terminated when an employee:

- A. quits or resigns;
- B. is discharged for just cause;
- C. is laid off for a period of more than one (1) consecutive years;
- D. is absent without leave for three (3) consecutive working days;
- E. fails to report for work when recalled from layoff within twenty-one (21) calendar days from the date on which the Employer sends the employee notice, by certified mail that he has been recalled from layoff unless a satisfactory excuse is shown;
- F. fails to return to work on expiration of a leave of absence.

Section 9.3 The Employer will provide the Union with a list of all employees in the Bargaining Unit listing name, job classification, date of hire, and the date of classification whenever the Employer terminates, hires, lay-off, recalls, transfers and in cases of retirement.

Section 9.4 When two or more employees become employed in the same Department on the same date, the most senior shall be determined by the flip of a coin or the drawing of lots.

Section 9.5 The employer has no current residency requirement and none shall be established for the duration of the Collective Bargaining Agreement.

ARTICLE 10 - GRIEVANCE PROCEDURE

A "grievance" is a dispute between the Employer and an employee represented by the Union, whether or not such employee is a member of the Union, or between the Union and the Employer, as hereinafter provided, concerning the interpretation, application of, or compliance with, any provision of this Agreement. When any such grievance arises, the following steps shall be observed:

Step 1. Within seven (7) calendar days after the knowledge of the occurrence, or the occurrence of the incident, which is the subject of the grievance, the aggrieved will reduce the grievance to writing on a form provided by the Union. The grievance must be filed with the aggrieved's Supervisor/Department Head.

Within seven (7) calendar days after the grievance is filed, the Supervisor/Department Head will conduct a meeting with the aggrieved to discuss the grievance and attempt to resolve it. Within seven (7) calendar days following this meeting, the Supervisor/Department Head will state the decision in writing on the grievance form and provide a copy to the aggrieved. The failure of the aggrieved to appeal any decision to the next step within seven (7) calendar days of receipt to the Supervisor/Department Head's decision or within seven (7) calendar days of when the decision was due shall constitute a waiver of the right of further appeal, and a final disposition of the grievance shall be made on the basis of the last decision given.

Step 2. In the event that the aggrieved is not satisfied with the disposition of the grievance at Step 1, the aggrieved may, within seven (7) calendar days of receipt of such decision, forward the grievance to the City Manager. The City Manager, or his designee, the Supervisor/Department Head involved, the employee and the Union's Business Representative or his designee shall, within seven (7) calendar days after the grievance has been filed with the City Manager, make arrangements to meet to discuss the grievance. The City Manager or his designee shall answer the grievance within seven (7) calendar days after the meeting has been held by giving a copy of the answer to the employee and to the Union steward and by mailing a copy to the Union's Business Representative or his designee.

Step 3. In the event a grievance is unresolved after being processed through Step 2 of the Grievance Procedure the Union may submit the grievance to arbitration. Unless mutually waived, then within fifteen (15) days after the rendering of the decision at Step 2, the grievant and the Union may submit the grievance to arbitration. The parties shall meet, within (30) working days of receipt of said request for arbitration for the purpose of selecting the arbitrator from the permanent Panel of Arbitrators. The parties shall

select from said list by the alternate strike method until one name remains. This individual shall become the arbitrator.

A) The following individuals shall be the parties' permanent panel of arbitrators:
1) Dennis Byrne, Ph.D., (2) Dana Castle, Esq., (3) Joseph Gardner, Esq. (4) Michael D. McDowell, Esq. (5) William J. Miller, Esq. (6) Nels Nelson, Ph.D. and (7) Robert Stein, M.A.

B) Should any of the above Arbitrators retire or otherwise leave the profession the Parties will insert Gregory Van Pelt into their panel.

The Arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The decision of the Arbitrator shall be in writing and shall be binding on all Parties.

The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The parties acknowledge that pursuant to 4117.10(A), this Agreement provides for the final and binding arbitration of grievances. Therefore, the Employer, Bargaining Unit Employees and the Teamsters are subject solely to this grievance and arbitration procedure and the State Personnel Board of Review or the Civil Service Commission have no jurisdiction to receive and determine any appeals relating to matters that are subject to this grievance and final and binding arbitration procedure.

Any grievance concerning the interpretation, application of or compliance with any provision of this Agreement granting the Union some specific right or benefit as distinguished from those presented by employees or any grievance which applies to all employees equally shall be presented directly by the Union to the Employer by sending a written statement of the grievance to the City Manager. The Union may initially present such grievance at Step 2 of the Grievance Procedure within fourteen (14) calendar days after an officer or other representative of the Local Union has knowledge of the alleged act or omission giving rise to the grievance.

The time limitations provided in the Article may be extended by written mutual agreement of the Employer and the Union. Any grievances not presented in a timely manner for disposition at any step of the Grievance Procedure shall be considered as wholly abandoned. Any grievance not answered in a timely manner by the Employer at any step of the Grievance Procedure shall proceed automatically to the next step.

ARTICLE 11 – LAYOFF AND RECALL

Section 11.1 Whenever it is necessary to reduce the workforce either for lack of work or lack of funds, employees shall be laid off based upon seniority within the affected department with the least senior employee being laid off first. Employees will be recalled in the reverse order.

Section 11.2 Employees shall be given a minimum of seven (7) calendar days advance written notice of layoff indicating the circumstances, which make the layoff necessary.

Section 11.3 In the event an employee is laid off, he shall receive payment for earned but unused vacation upon written request and shall receive payment as quickly as possible, but no later than the next regularly scheduled pay period.

Section 11.4 Employees who receive a letter of layoff may exercise their seniority to bump a junior employee (to avoid being laid off) in any other department covered by the collective bargaining agreement as long as he/she has the qualifications to perform the work, excluding the Tax Administrator and Utility Clerk positions.

Section 11.5 An employee on layoff will be given twenty-one (21) calendar days advance notice of recall. The notice will be sent in writing and by certified mail to the employee's last known address (as shown on the Employer's records). A laid off employee will be recalled to his legal position with full rights in the event that this position becomes available within one (1) year after his layoff date.

Section 11.6 A Supervisor/Superintendent will not perform Bargaining Unit work while a Bargaining Unit employee is on layoff, except that the Street Department Superintendent shall be permitted to do work that the position has historically performed regardless of whether any Bargaining Unit employee(s) is on layoff.

ARTICLE 12 - HOURS OF WORK

Section 12.1 The guaranteed workweek will be five (5) consecutive days Monday through Friday. The workday will be eight (8) hours including a thirty-minute unpaid lunch. The eight-hour day will include two (2) fifteen minutes of paid break time. The tax administrator and utility clerk will receive 30 minutes of unpaid and two (2) fifteen minutes of paid break time.

Section 12.1 a For the year 2011, only, the Water & Sewer Workers' guaranteed work week will be 40-hours Sunday through Saturday to allow for scheduled weekend 2-hour water and 2-hour sewer plant maintenance to occur within the 40-hour work week. In exchange the Employer will maintain current full-time workforce in the Water and Sewer Department. All other existing provisions will still apply.

Section 12.2 All Bargaining Unit employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked including paid leave hours such as vacation, personal, compensatory time, and holiday leave in excess of forty (40) in one (1) work week, or eight (8) hours in one (1) day. The supervisor will offer overtime to qualified employees in line of seniority with the most senior qualified employee being offered first. For daily overtime purposes a day will begin at the scheduled start time and will end at the next scheduled start time.

Section 12.3 All Bargaining Unit employees shall receive 1.5 times their regular rate of pay for all hours actually worked on Holidays in addition to eight (8) hours of holiday pay.

Section 12.4 Any employee who is called to work at a time when he is not regularly scheduled to report shall receive a minimum of two (2) hours pay at the applicable hourly rate. Employees who perform work for more than two (2) hours shall receive pay for all hours worked.

Section 12.5 The employees may elect to receive and the City agrees to pay compensatory time at the rate of time and one-half (1-½) their regular hourly rate. Employees can accumulate up to one (1) year of compensatory time. All compensatory time must be used by October 31st of each calendar year. Any compensatory time remaining after October 31st of each calendar year shall be paid in cash with the next pay period.

Section 12.6 Compensatory Time may be taken in one (1) hour increments or more. Except in an emergency, employees will give the employer one (1) day advance notice of his desire to use compensatory time.

Section 12.7 Any employee who leaves the employment of the City whether by resignation, layoff, retirement or discharge will be paid a lump sum at the time of leaving to fully compensate him for any compensatory time accumulated but not taken.

ARTICLE 13 – VACATIONS

Section 13.1 All fulltime employees of the Bargaining Unit shall not be entitled to vacation until they have completed twelve (12) months of service. Such employees shall then receive vacation according to the following schedules:

One Year through Four Years Service	10 Days
Five Years through Nine Years Service	15 Days
Ten Years through Fourteen Years Service	20 Days
15 Years or More	21 Days Plus

Employees with fifteen (15) years or more of service shall be entitled to one additional day for each year of service up to a maximum of twenty-five (25) days.

Section 13.2 Forty (40) hours of vacation time not taken during the year in which it is earned may be carried over from year to year at the employee's discretion, and the employee can choose to receive the vacation pay in lieu of taking up to one week of his/her vacation.

Section 13.3 Days specified as holidays shall not be charged to an employee's vacation leave. If an employee terminates employment after more than one year of service, he or she is entitled to payment for all earned but unused vacation.

Section 13.4 Vacation may be taken in one (1) hour increments or more. Except in an emergency, employees will give the employer one (1) days advance notice of his desire to use vacation time.

Section 13.5 Any employee who leaves the employment of the City whether by resignation, layoff, retirement or discharge will be paid a lump sum at the time of leaving to fully compensate him for any vacation entitled to but not taken.

ARTICLE 14 - HOLIDAYS

Section 14.1 All Bargaining Unit employees will be granted the following paid holidays. It is understood that if a holiday falls on Saturday, it will be observed on Friday. If a holiday falls on Sunday, it will be observed on Monday.

- | | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| President's Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | 3 Personal Holidays |
| Veteran's Day | |

Section 14.2 Holidays shall be considered as a day worked for accrual of fringe benefits.

Section 14.3 Hours actually worked on the holiday shall be compensated at one and one-half (1-1/2) the hourly rate for all hours worked in addition to the holiday pay.

Section 14.4 To qualify for holiday pay employees must work their normal workday immediately preceding or following said holiday. If an employee is compensated for vacation or personal days the day preceding or the day following a holiday, he shall be considered as having worked on that day and shall qualify for said holiday.

Section 14.5 After one year of service, all employees shall be entitled to three personal paid holidays each year to be used at the employee's discretion but with the prior approval of the Department Head. Such approval will not be unreasonably denied.

ARTICLE 15 - SICK LEAVE

Section 15.1 A Bargaining Unit employee accrues sick leave at the rate of 4.6 hours per eighty (80) hours of active pay status. There will be no accumulation for overtime hours. Only those hours already accrued can be requested for authorized paid sick leave. An employee will be charged sick leave only for the days the employee is absent and on days which the employee would otherwise have been scheduled to work. Sick leave payment will not exceed the normal scheduled workday or a maximum of eighty (80) hours per pay period.

Section 15.2 Accrued sick leave may be taken for absences due to illness or injury to the employee or a member of his or her immediate family. Employees may use sick leave for absence due to personal illness, injury or death in the employee's immediate family.

Section 15.3 Sick leave may be used if an employee or a member of his or her immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the employee's presence on the job would jeopardize the health of others. Accrued sick leave may also be used for absences due to pregnancy and/or childbirth and medical, dental or optical examinations or treatment of an employee or a member of the immediate family when such examinations cannot be scheduled during non-work hours.

Section 15.4 The immediate family or close relationship is defined as: mother, father, sister, brother, wife, husband, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, stepchildren, grandchild or grandparent-in-law.

Section 15.5 An employee using sick leave for three (3) or more consecutive work days may be required to furnish a Physician's report to be eligible for paid sick leave.

Section 15.6 Upon retirement from the City, an employee may cash out one-fourth (1/4) of their accumulated sick leave. Additionally, to be eligible for sick leave conversion at retirement, the employee must have worked for the City for at least ten (10) years.

ARTICLE 16 - DISABILITY PAY

For a worker's compensation lost time injury, the employee shall receive regular pay using accrued sick leave. When temporary total benefits are received by the employee, the employee shall endorse the check over to the City and the employee's sick leave shall be credited back to the employee's sick leave bank on a prorated basis. For example, if an employee who earns \$10.00 per hour/\$80.00 per day is absent for 10

days due to a work-related injury, the City will pay the employee \$800.00 utilizing the employee's sick days. If the employee collects \$560.00 in temporary total disability, the employee's sick leave bank will be credited with 7 sick leave days after endorsing the check to the City.

ARTICLE 17 - FUNERAL LEAVE

Section 17.1 If a death occurs among members of the employee's immediate family (defined as spouse, significant other, child, mother, father, and siblings), such employee shall be granted three (3) consecutive days of funeral leave. The leave shall be consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time, or sick leave. Funeral leave may be extended, with the permission of the department head.

Section 17.2 If a death occurs among members of the employee's extended family (defined as step-parents, parents-in-law, brother/sister-in-law, grandparents), the employee shall be granted one (1) day of funeral leave, consecutive and contiguous to the death without loss of pay, benefits, days off, holidays, vacation time, or sick leave. The funeral leave referenced in this Article may be extended with the permission of the department head.

ARTICLE 18 - LEAVE OF ABSENCE

Section 18.1 All leaves of absence without pay and any extension thereof must be applied for in writing to the City Manager on forms supplied by the City, at least thirty (30) working days prior to the proposed commencement of the leave, except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within fifteen (15) working days after the submission of the request. Any denial of the requested leave of absence will include the reason for the denial. Any employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by the City. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the City shall cancel the leave and direct the employee to return to work. Appropriate disciplinary action may be taken after a review of the circumstances. An Employee who fails to return to work at the expiration or cancellation of a leave of absence, or who fails to secure an extension thereof, shall be deemed to be without leave.

Section 18.2 The Union and the Employer will comply with Federal Law as it relates to the Family Medical Leave Act.

ARTICLE 19 - COURT LEAVE

Section 19.1 Employees required to perform jury duty or serve as court witness under summons or subpoena in a work-related case will receive full pay for time away from

work. However, payment received for such duty must be submitted to the department head.

Section 19.2 Employees required to perform jury or other service as defined above will also be reimburse for parking fees expended to perform such services, provided written receipt of expenses are submitted to the Finance Director's office. Payment will be made from Administrative Expenses Petty Cash Fund.

ARTICLE 20 - MILITARY LEAVE

Section 20.1 - The City agrees to follow all state and federal laws regarding military leave.

ARTICLE 21 - PERSONNEL FILES

Section 21.1 The employment records of each employee shall be open to the inspection of the employee upon reasonable advance request to the Employer or his designee. If an employee is involved in a grievance regarding a matter relevant to information contained in the employee's personnel file, the affected employee's Union Representative will be granted access to his personnel file upon reasonable request made to the Employer.

Section 21.2 Each employee shall be provided a copy of any disciplinary action prior to being placed in the personnel file. The Local Union will also be provided a copy of any disciplinary action. Verbal and written reprimands and suspensions will not be used as a basis for progressive discipline after one (1) year unless the disciplinary action involves major misconduct for which progressive discipline does not apply.

Section 21.3 Employees shall be entitled to copy all material contained within their personnel files upon reasonable advance request to the Employer.

ARTICLE 22 - BULLETIN BOARD

Section 22.1 The City shall provide the Union with a bulletin board at a mutually selected location. All notices or other materials posted on the bulletin board must be signed by the President of the Union or an official representative of the Union.

ARTICLE 23 - SAFETY AND HEALTH

Section 23.1 The City agrees to adhere to all state and federal laws regarding providing a safe work place.

Section 23.2 The Employer will provide any protective devices and other equipment required to perform the assigned work.

Section 23.3 In circumstances where an employee and his supervisor disagree on whether a working condition is safe, the employee shall have the right to contact the City Manager or designee for immediate review of the working condition. If the City Manager or designee determines the working condition is safe, the employee shall perform the work unless he/she reasonably believes the work presents an imminent danger of death or serious harm

ARTICLE 24 - DISCIPLINE

Section 24.1 No regular non-probationary employee shall be disciplined except for just cause.

Section 24.2 Discipline will be applied in a corrective, progressive when applicable and uniform manner. Verbal and written reprimands are not grievable at the time of issuance. If discipline progresses to suspension or discharge, an employee may file a grievance on all discipline leading up to the suspension or discharge. However, the employee may make written protest on the reprimand prior to it being placed in the personnel file. The Employer shall initiate any disciplinary action with a reasonable time of knowledge of the violation by the Supervisor. The employee shall have seven (7) days from the date of issuance to protest.

Progressive discipline is defined as follows:

- A. If the employee is in violation of the City rules, the supervisor shall first warn the employee in writing and suggest ways to improve the situation.
- B. If the condition continues to exist, the employee shall then receive a written explanation of the situation along with corrective actions to be taken.
- C. If the condition continues to exist, the employee shall be given up to three (3) days off. This also shall be in writing and must be filed in the employee's personnel file.
- D. If the condition continues to exist, then the employee shall be given up to thirty (30) days off. This also shall be in writing and filed in the employee's personnel file.

Progressive discipline shall not apply to instances of major misconduct.

Major misconduct includes, but is not limited to, the following examples: dishonesty, reporting to work under the influence of drugs or alcohol, using illegal drugs or alcohol while on City work time, threatening or abusive conduct toward coworkers or members of the public, sexual harassment, theft, false reports, sabotage, deliberate negligence, destruction of property, physical violence, etc.

Section 24.3 Any employee who has been accused of misconduct or a violation of the departmental and/or City's rules and regulations and such accusations are the basis of an investigation by the Department, shall have a written statement of the accusations made against him, including the name of the individual bringing the charges. Whenever

the Employer or his designee charges an employee with misconduct that could result in disciplinary action, up to and including discharge, prior to the Employer taking such action, an investigatory conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours. A written outline of charges will be presented to the employee not less than twenty-four (24) hours prior to the scheduled conference. The employee must have a Union representative present for such conference.

The employee or his representative may be granted a reasonable period of time to gather and present at a subsequent meeting any testimony, witness, or documents before final disciplinary action is issued.

Section 24.4 Appeals of discipline; i.e., time off, suspension or discharge (except for probationary employees) shall only be appealed through the grievance procedure contained in this Agreement.

Section 24.5 The Employer and the Union agree that all disciplinary procedures shall be carried out in a business-like manner.

Section 24.6 The City shall not consider, as a basis of progressive discipline, any reprimand, suspension, or other disciplinary action which occurred more than one year prior.

ARTICLE 25 – INSURANCE

Section 25.1 The coverage provided to each Bargaining Unit employee is incorporated by reference into this Agreement. The Employer agrees to maintain this or similar coverage during the term of this Agreement, but in no way less coverage than is currently in effect. Current coverages are attached to this Agreement as Exhibit A.

Section 25.2 The Employer shall provide and maintain in force by the payment of necessary premiums, life insurance benefits currently in effect for all Bargaining Unit members, for the duration of this Agreement.

Section 25.3 On the effective date of this Agreement, the Employer will pay 85% of the premiums to maintain the current level of Health and Welfare benefits. The Employer agrees to pay 100% of the premium for the dental and vision insurances for the duration of this Agreement.

Section 25.4 The Employer will reimburse directly to each employee an amount equal to that employee's or his family's Health and Welfare deductible paid during each calendar year.

ARTICLE 26 - WAGES

Section 26.1 Wage rates increases for employees shall be as follows:

	2011	2012	2013
	1.00% GWI	TBD	TBD
Street			
Operator Entry	\$14.09	TBD	TBD
Operator C	\$15.28	TBD	TBD
Operator B	\$16.53	TBD	TBD
Operator A	\$17.80	TBD	TBD
Skilled Operator	\$19.05	TBD	TBD
Assistant			
Superintendent	\$20.32	TBD	TBD
	1.00% GWI	TBD	TBD
Utilities			
Operator Entry	\$14.09	TBD	TBD
Operator C	\$15.28	TBD	TBD
Operator B	\$16.53	TBD	TBD
Operator A	\$17.80	TBD	TBD
Skilled Operator	\$19.05	TBD	TBD
Assistant			
Superintendent	\$20.32	TBD	TBD
Tax Administrator	\$19.05	TBD	TBD
Utility Billing Clerk	\$16.14	TBD	TBD
Mechanic	\$16.53	TBD	TBD

Wages will be retroactive to 01/01/11

During the 90-day calendar period prior to 12-31-11 either party may serve written notice to the other party for the purpose of re-opening negotiations regarding compensation in accordance with the applicable provisions of ORC 4117.

The Employer shall have the right to start a fully qualified newly hired Operator at the Operator C Rate.

Employees hired into and/or incumbent to the Operator Classification will advance from entry to Operator A and/or skilled operator based on their acquisition of necessary skills, ability to work independently at the higher level and the Employer's need for individuals

In a specific category. The City would agree an employee's advancement would be based upon objective evaluation and increases would not be denied in a capricious manner.

Section 26.2- Longevity All full-time employees shall be entitled to longevity payments based upon years of total service with the Employer. The applicable sum will be divided by the number of pay periods within the year and shall be included in the employee's regular paycheck.

Employees will receive \$150.00 per year of service. (I.E.: One (1) year = \$150.00, Fifteen (15) years = \$2,250.00 and so on.)

Section 26.3 – Clothing and Equipment Allowance The Employer will furnish a boot and outerwear allowance to all non-clerical employees of \$300.00 per year. In addition, the employer will provide uniform shirts for all employees. The employer will also pay for required monogram, patches, etc.

Section 26.4 – Travel Reimbursement All employees, when on official business for the City shall be reimbursed the IRS rate for travel reimbursement for mileage traveled by personal automobile.

Section 26.5 – Stipends: Water Department employees will receive a stipend for obtaining and maintaining the required licenses as follows:

2011	2012	2013
\$750.00(.36)	\$750.00(.36)	\$750.00(.36)

ARTICLE 27 - SAVINGS CLAUSE

Section 27.1 Any provision of this Agreement which is held by the final order of a court of competent jurisdiction to be totally in violation of, or contrary to, state, or federal statutes now effective, or which may become effective during the term of this Agreement, shall be considered void, except where the parties have agreed to deviate from state law pursuant to Revised Code Section 4117.10. Any provision of this Agreement, which is thus voided, shall be negotiated by the parties immediately upon their being informed of a provision thus made void.

ARTICLE 30 - DURATION

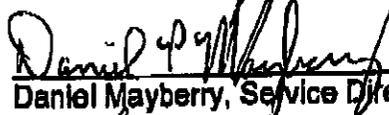
Section 30.1 Duration This Agreement shall be effective as of ratification by both parties, and shall remain in effect through **December 31, 2013**, and shall continue thereafter for successive periods of twelve (12) months, unless either party to this Agreement, on or before sixty (60) days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement.

In witness whereof, the parties have set their hands this 27th day of January 2011.

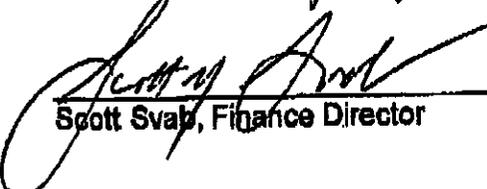
For the Employer:



Mark Cozy, City Manager

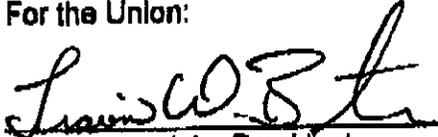


Daniel Mayberry, Service Director



Scott Svab, Finance Director

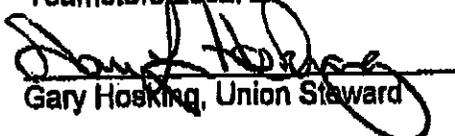
For the Union:



Travis Bornstein, President
Teamsters Local 24



Dave Richards, Secretary/Treasurer
Teamsters Local 24



Gary Hosking, Union Steward

Exhibit A
CANAL FULTON HEALTH CARE PLAN SUMMARY

Coverage Item	Coverages Effective 1/1/11 - 12/31/11 THP HMO Value 10/20 - 250 or = PLAN		
Annual Deductible		<i>Individual</i>	<i>Family</i>
Network		\$250	\$500
Non-Network		N/A	N/A
Co-Insurance			
Network	100%***		
Non-Network	N/A		
Maximum Out of Pocket		<i>Individual</i>	<i>Family</i>
Network		\$2,000	\$8,000
Non-Network		N/A	N/A
Doctor Visits			
Network	\$10/(Spec. \$20)		
Non-Network	N/A		
Preventative		\$10	
Emergency		\$75	
Urgent Care			
Network		\$45	
Non-Network		N/A	
Plan Maximum		Unlimited	
Prescription Drug Program	@ Pharmacy Tier One = \$15.00 w \$5.00 reimbursement Tier Two = \$30.00 w \$10.00 reimbursement Tier Three = \$50.00 w \$15.00 reimbursement Via Mail Order (90 Days) Tier One = \$ 37.50 Tier Two = \$ 75.00 Tier Three = \$125.00		
Additional Notes	Drug Plan Shown is Unlimited		

AS AMENDED

Passed: _____

Presented by Council:

RULES AND REGULATIONS FOR THE COUNCIL OF THE CITY OF CANAL FULTON, AND REPEALING ALL PRIOR RULES AND REGULATIONS INCONSISTENT HEREWITH

WHEREAS, this Council deems it advisable to amend its rules and regulations;

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

SECTION 1: That the rules of the Council of the City of Canal Fulton shall be adopted and shall remain in effect until amended or repealed, and are as follows:

I. ORGANIZATION

Rule 1. Elected Officers - Presiding Officer

The Mayor serves as President of Council and Presiding Officer. The Mayor has no vote except in the cast of a tie as allowed by law. The Council shall elect a President pro tempore to serve in the Mayor's absence. The President pro tempore shall serve for a one-year term. In the event of the absence of both the President and President pro tempore, Council shall elect for purposes of that particular meeting, a temporary chairman. The President pro tempore and temporary chairman shall have the right to vote while serving as presiding officer.

Rule 2. Officer - How Elected

The President pro tempore of this body shall be elected by a majority of the duly elected members. Nominations shall be made from the floor. Elections shall be by voice vote. In the event no one is elected after two successive votes, the candidate receiving the fewest number of votes on the second vote and each vote thereafter, shall be eliminated as a nominee. The election shall continue by this procedure until one nominee receives four (4) votes. The President pro-tempore shall not be elected more than two consecutive calendar years.

Rule 3. President Pro Tempore - When Elected

The President pro tempore shall be elected at the beginning of the first regular Council meeting for each year. All elected members of Council shall cast a vote. In the event the President pro tempore shall fill the unexpired term of the mayor, the Council shall elect a new President pro tempore by a majority of all members, including the member elected to fill the vacancy on Council.

Rule 4. Council Vacancy - How Filled

The vacancy in the office of a member of Council shall be filled for the remainder of the unexpired term by election of the majority of all members for the unexpired term. If the Council fails to fill a vacancy within 45 days, the mayor shall fill it by appointment.

Rule 5. Committee of Committees

At the first meeting of the year, Council shall elect two (2) members of the Council who, together with the President pro tempore, shall constitute the committee on committees.

Rule 6. Duties of Committee on Committees

Upon election of the two (2) members of the Committee on Committees, they shall meet with the President pro tempore and select the members of the Standing Committees. Such selections shall then be reported by the President pro tempore not later than the next meeting of Council. There shall be a minimum of three (3) members on each Standing Committee.

Rule 7. Standing Committees

Each Standing Committee shall elect a chairperson for its committee at the committees' first meeting of each calendar year. Each committee will be required to have its initial meeting in the first quarter (January – March) of each calendar year. No Council member shall chair more than one committee. The Standing Committees for Council shall be as follows:

Finance

Budget, appropriations and re-appropriations, bonds, investments, expenditures, pay ordinances, and ordinances setting salaries.

Economic Development/Zoning

Land use, zoning, conditional uses, planning and community development, attraction of commercial and industrial development, retention of existing businesses, tax abatement.

Personnel/Rules

Personnel, labor relations, insurance claims, Rules of Council, and ordinances setting number of employees.

Safety

Disaster services, communications, fire and paramedics, and police and health.

Public Service

Streets, highways, sidewalks, and improvements, water, sewer items and franchises.

In addition, Council members may serve as Council liaison on other committees including, but not limited to, Parks & Recreation Board, Planning Commission, Community Betterment Committee, and City Council/Township Trustee meetings. Council members on such committees do not have authority to commit Council's authority over policy or revenue spending.

II. MEETINGS - PROCEDURE AND CONDUCT

Rule 8. Meetings of Council

The Regular Meeting of the Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall at 7:00 PM. By vote of two-thirds of the members elected to Council, at any Regular or Special Meeting of Council called for such purpose, the Council may designate any other public place or public building for the holding of its meetings. Any Regular or Special Meeting of Council may be adjourned to meet at any time within three (3) weeks. Any Council Committee Chairman, Director of Law or Director of Finance may request the President of Council to call a meeting of Council as a whole. The date of the meeting of Council as a whole shall be set by a majority of the members of Council.

Rule 9. Special Meetings of Council

The President of Council, President pro tempore of Council, or any three (3) members of Council may call Special Meetings of Council upon at least 24-hours notice and agenda to each member served personally or left at their usual place of residence. No legislation shall be considered, discussed or voted upon at any Special Meeting of Council, unless that legislation was specifically described as the legislation for which the Special Meeting of Council was called. No additional legislation may be added to the agenda for the Special Meeting of Council. The notice required by law to be served upon each member notifying them of the Special Meeting of Council shall contain a statement of business for the transaction of which such Special Meeting of Council is called.

Rule 10. Executive Sessions

The Council may hold an Executive Session, from which the public is excluded, for any of the following purposes (O.R.C. 122.12(G) (1)):

- (1) Personnel matters, including the appointment, employment, dismissal, discipline, promotion, demotion or compensation of one or more public employees or officials; or the investigation of charges or complaints against a public employee, official, licensee or regulated individual unless the accused party requests a Public Hearing.

- (2) Purchase, sale, or the development of real property where premature disclosure of information would give an unfair competitive or bargaining advantage to a person, or otherwise adversely affect the general public interest;
- (3) Imminent or pending litigation;
- (4) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment;
- (5) Matters required to be kept confidential by Federal Law or Regulations or State Statutes;
- (6) Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be use for the purpose of committing, or avoiding prosecution for, a violation of the law;

An Executive Session may be held upon the determination by a majority or a quorum of the Council, by a roll call vote, to hold such a session, setting forth the general purpose or purposes for which such session will be held.

All formal action of the Council, such as the enactment of legislation or the adoption of rules or recommendations, shall be taken in open meeting.

All Executive Sessions and the reasons therefore, shall be notes in the Minutes of Council.

Rule 11. Opening Proceedings

The President of Council shall, at the time appointed by Council to meet, take the Chair and immediately call the members to order. In the absence of the President of Council, the President pro tempore shall preside. The Clerk of Council shall call the roll and enter on the minutes the members present or absent at the meeting, and proceed with the regular Council procedure. In the absence of a quorum at the hour appointed for the meeting, the members present may by majority vote recess for a period not exceeding one (1) hour.

Rule 12. Presiding Officer

The President of Council, or in his/her absence, the President pro tempore, shall have general control of the Council Chambers, shall supervise the Council and the employees in the preparation of the agenda for any meeting and shall preserve the order and decorum during the meetings and decide questions of order and may in common with any other member, call to order any member who shall violate the rules.

Rule 13. Order of Business

That the business of Council at all Regular Council Meetings shall be transacted in the following order with no deviation from such order without the consent of two-thirds of the Council:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Correcting & Adopting the Record of Proceedings of the Previous Meeting or Meetings
5. Special Recognitions (optional)
6. Reports of Standing Committees
7. Citizens Comments - Agenda Matters Only (Five Minutes per Individual - No Yield)
8. Reports of Administrative Officers (as Necessary)
 - 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
 - I. Law Director
9. Third Readings of Ordinances or Resolutions
10. Second Readings of Resolutions or Ordinances
11. First Readings of Resolutions or Ordinances
12. Citizens' Comments (Open Discussion: Five-Minute Rule)
13. Purchase Orders & Bills
14. Report of Council President Pro Tempore
15. Report of Special Committees
16. Old/New/Other Business
17. Adjournment

When Public Hearings are scheduled during a Regular Council Meeting, the presiding officer may adjust the Order of Business accordingly, but only between Items 3 and 8.

Rule 14. Conduct within the Council Chambers

The Presiding officer shall preserve decorum and decide all questions of order, subject to an appeal to the Council by any member, and in the case of an appeal being taken, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" During such an appeal, the presiding officer shall retain the Chair until the question is disposed of, and may speak on the question. In any case in which a member transgresses the Rules of Council, the presiding officer or any other member may call them to order, in which case the member called to order shall take their seat unless permitted to explain. Members shall not be permitted to leave the Council Chambers without permission of the presiding officer. If a member of Council shall leave the Council Chambers without permission of the presiding officer, it shall count as an absence.

No member of the Council or Administration shall be allowed to speak longer than five (5) minutes if some other member shall request the floor. No member shall speak more than once on the same motion until every member desiring to speak on that motion shall have had an opportunity to do so. While the member is speaking, no one shall interrupt him except the President of Council, who may confine the member to the Rules of Council or a member of Council to raise a point of order.

Any person who, during a Regular Council Meeting, or any duly held meeting of Council, or during any of the meetings of committees, threatens a member of Council or any citizen of this municipality or threatens damage to property within this municipality may be charged with a violation of Section 509.04 of Canal Fulton Ordinances, and may be ordered removed by a majority vote of Council or by the President of Council. Removal from Council Chambers shall be done by a member of the Canal Fulton Police Department.

Rule 15. Nonmember Addressing of Council

The President of Council may recognize any nonmember for the purpose of addressing Council on any question then pending (Agenda Matters), or on any matter on which Council action is desired (Open Discussion). In such cases, the person recognized shall address the Chair and state their name, address, and subject matter they desire to discuss as it pertains to government business. Their remarks must be confined to the merits of the subject at issue. Speakers must be courteous and avoid discussion of personalities. Except by express permission of Council, speakers shall be limited to five (5) minutes, with no yielding their time to another individual to speak longer. No person who has had the floor shall again be recognized until all others desiring an opportunity to speak have been given an opportunity to do so.

Rule 16. Communications & Correspondence

No anonymous communications, written or electronically recorded, shall be read or played at any Council meeting. All appropriately signed correspondence addressed to Canal Fulton City Council (or similarity thereof) shall be read aloud at any Council meeting by the Clerk of Council, unless

the communication contains charges of a personal nature. Letters from department heads shall be referred to the appropriate committee before read in Council.

Rule 17. Notification of Mayoral Appointments

~~Any person who, during a Regular Council Meeting, or any duly held meeting of Council, or during any of the meetings of committees, threatens a member of Council or any citizen of this municipality or threatens damage to property within this municipality may be charged with a violation of Section 509.04 of Canal Fulton Ordinances, and may be ordered removed by a majority vote of Council or by the President of Council. Removal from Council Chambers shall be done by a member of the Canal Fulton Police Department.~~

The Mayor shall notify city council members by electronic mail and in the city mailbox of the name of any mayoral appointment to a board, commission or employment no later than seven days before the requested confirmation vote of council.

III. REFERRAL OF LEGISLATION

Rule 18. Submission of Legislation

Prior to introducing legislation at a Council meeting, department heads or member of the administration or council shall send the draft ordinance or resolution approved by the director of law to the council president protempore and city manager. Council president protempore may assign it to a committee or allow the legislation to be brought to the full council for consideration. This shall not apply to any legislation that is adopted on a regular basis.

The City Manager will note all requests made either by a department head or any member of the Administration or Council member on matters referred as provided in Council Rule 20. The date of this referral will be the date of the letter. If no date appears on the letter of referral, the Council President shall date the letter of its receipt by the Council President or Presiding Officer.

Rule 19. Petitions & Requests

All petitions or requests must be received and presented by the Clerk of Council. All other matters which include, but are not limited to, ordinances, proclamations, and resolutions shall be introduced by a member of Council or the City Manager. Such matters shall be signed by said member making the petition or request, and they will be presented to Council and the City Manager. All ordinances and resolutions shall be known by their number and assigned by the Clerk of Council.

Rule 20. Petitions & Claims – Municipal Expenditures

No petitions or claims demanding money or expenditure thereof shall be received by the Council, unless made in writing, and signed by the petitioner, claimant, or department head or his authorized agent. A copy shall be furnished to the Law Director.

Rule 21. Committee Matters

It shall be the duty of the City Manager monthly to provide all Council Members and Mayor with a brief list of all matters before all committees, together with the date the matter was referred to that committee.

Rule 22. List of Matters Referred

Any matter remaining on the Matters Referred list for six (6) consecutive months without action must be deleted and may not be placed on this list again for at least two (2) weeks, at which time it must also be substantially changed or modified.

Rule 23. Agenda Consideration

Council's agenda shall be included in Council's packet on the Friday before the Regular Council Meeting. Items to be included on the agenda must be in the Clerk of Council or City Manager's office by 12:00 PM (Noon) on the Friday before the Regular Council Meeting. All requests for legislation, which are to be prepared by the Law Director, shall be presented to that office no later than 12:00 PM (Noon) on the Wednesday preceding the meeting at which time such legislation is to be presented. All proposed legislation shall be forwarded by the committee chairperson, the Mayor and President pro tempore, who will confer with the Law Director in preparation of the agenda.

IV. COMMITTEE WORK AND MOTIONS

Rule 24. Resolution or Ordinance - Time Limit in Committee

All recommendations of committees and all matters pertaining to the legislative function of the Council shall be referred to the President pro tempore in the form of resolutions by motion or ordinance, as the case may require. No committee chairperson shall hold any proposed legislation in committee for more than sixty (60) days, after referral to committee. Any three members of Council, after sixty (60) days, may take legislation out of committee by motion. Said motion must be approved by a majority vote of the legislative body present at the time the motion is made. However, when time is of the essence or any emergency exists, any three (3) members of Council may take legislation out of committee by motion after the expiration of fourteen (14) days from the time the matter was referred to committee. Said motion, referred to hereinafter in this paragraph, must be approved by a majority of the Council members present when the motion is made.

Rule 25. Stating of Motions & Calling of Roll

At regular meetings, all motions shall be stated by the Mayor or President pro tempore and put by the Clerk of Council, who shall declare all votes. Roll call shall be recorded as "Yes" or "No" or "Abstained."

Rule 26. Reconsideration of Motions or Votes

A motion to reconsider a vote on any question shall not be in order until one Regular Meeting of Council has intervened, since the decision and the motion to reconsider can be made only by a member voting with the prevailing side.

Rule 27. Legislation Procedures – Matters of Finance, Contracts & Employees

All legislation involving appropriations, transfer or expenditure of funds, all pay ordinances setting salaries and numbers of employees, and ordinances authorizing contracts with Municipal Services must first be presented to the Council Committee overseeing that department or unit making the request. After the committee reviews the request, any legislation involving funds or municipal financial matters shall be forwarded to the Finance Committee, with a recommendation prior to the official request being presented to Council. All other legislative items can be submitted directly to Council.

V. MINUTES

Rule 28. Meeting Minutes

The minutes of the Regular and Special Meetings and Public Hearings of the Council shall be available for public inspection during regular business hours. Members of the public who request copies of minutes may purchase them at a cost of five cents (\$0.05) per page.

Rule 29. Recording of Minutes

The Clerk of Council shall be required to take minutes of all meetings of Regular and Special Council meetings. The committee chairperson shall be responsible for the minutes of committees, and may record meetings to be transcribed upon the chairperson's request to the Clerk of Council. The Clerk of Council should place approved minutes in each committee's minute book.

VI. RULES

Rule 30. Amending or Revision of Rules

These rules may be amended at any regular meeting by a majority vote of the Council.

Rule 31. Suspension of Rules

These rules may be suspended for the time being, at any meeting of the Council, by vote of two-thirds (2/3) of all its members then present at that meeting, wherein the motion to suspend these rules was made.

Rule 32. Parliamentary Procedure

All questions arising concerning the governing of the Council and the transaction of business therein not provided for in the foregoing rules shall be decided, held, and governed by the Statutes

of Ohio; the ordinances of the City and upon all other matters, *Robert's Rules of Order Newly Revised* shall be standard of parliamentary usage.

Rule 33. Override of Council President

By two-thirds (2/3) vote of all its members, Council may override any decision or ruling by the President.

Rule 34. Meeting Notices

Notices to continue to hold meetings - Regular, Special, or otherwise - shall be posed at least twenty-four (24) hours prior to such meeting(s) at:

Canal Fulton Public Library	Chapel Hill Community
Canal Fulton City Hall	Canal Fulton Post Office
Canal Fulton Police Department	Giant Eagle Supermarket
Heritage Square Pharmacy	

Such notices shall give the time, place and purpose of such meeting.