

CITY OF CANAL FULTON
CITY COUNCIL MEETING AMENDED AGENDA
November 1, 2016

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **Fire Prevention Week Poster Winner - Kayleigh Fetherolf**
5. **REPORTS OF STANDING COMMITTEES**
6. **CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)**
7. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**

October 18, 2016

8. **REPORTS OF ADMINISTRATIVE OFFICERS**
 - o Senior Citizens
 - o Community Service
 - o Fire Chief
 - o Police Chief
 - o Engineer
 - o Streets
 - o Public Utilities - Award
 - o Planning/Zoning
 - o Finance Director
 - o City Manager
 - Community Campus Letters of Intent
 - o Mayor
 - o Parks & Recreation Board
 - o Law Director
9. **THIRD READINGS**

TABLED Resolution 16-16: A Resolution by the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for a Water Tower Preliminary Design Study

Resolution 19-16: A Resolution by the Council of the City of Canal Fulton, Ohio in Support of Issue 51, Stark Area Regional Transit Authority's (SARTA) Renewal of a Quarter (1/4) Percent Sales Tax

10. **SECOND READINGS**

Ordinance 28-16: An Ordinance by the Council of the City of Canal Fulton, Ohio to Replat Out Lot 315 and Part of Out Lot 170 Creating Out Lot 321 and Repealing any Ordinance in Conflict Therewith

Ordinance 29-16: An Ordinance Enacting and Adopting a Supplement to the Codified Ordinances of

the City of Canal Fulton, Ohio and Declaring an Emergency

11. **FIRST READINGS**

Resolution 20-16: a Resolution by the Council of the City of Canal Fulton, Ohio to Enter into a Service Agreement with Karen's Keeping It Clean LLC for cleaning services

Resolution 21-16: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Construction Administrative Services for the Locust Street Relief Storm Sewer Project.

12. **P.O.s**

TABLED - P.O. 10971 to CTI Engineers, Inc. in the amount of \$17,500.00 for Water Tower Preliminary Design Study Resolution 16-16

P.O. 11016 to Treasurer, State of Ohio EPA in the amount of \$5,600.00 for 2016 Annual Discharge Fee

13. **BILLS:**

14. **OLD/NEW/OTHER BUSINESS**

15. **REPORT OF PRESIDENT PRO TEMPORE**

16. **REPORT OF SPECIAL COMMITTEES**

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

18. **ADJOURNMENT**

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
October 18, 2016**

CALL TO ORDER

Mayor Joe Schultz called the meeting to order at 7:00pm

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members Present: Mayor Joe Schultz, Dan Bucher Jr., Sean Craney, Sue Mayberry, Scott Svab, Danny Losch and Nellie Cihon.

City Staff in Attendance: City Manager Mark Cozy, Finance Director William Rouse, Police Chief Doug Swartz, Fire Chief Ray Green, Law Director Scott Fellmeth

Others in Attendance: Chell Rossi, Joan Porter, Earl Minks, Dennis Downing

REPORTS OF STANDING COMMITTEES

Scott Svab reported that the Finance Committee met at 6:00pm to review the 2017 Budget. Mr. Svab asked for a finance committee meeting to continue the discussions on November 1, 2016.

A motion was made to have a Finance Committee Meeting on November 1, 2016 at 5:30pm by Danny Losch, second by Scott Svab. All Council Members voted yes. Motion approved.

Johnson Controls gave a presentation on a plan for water meter upgrades and how they would benefit the City.

CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield)

None

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

October 4, 2016

A motion was made to approve the October 4, 2016 meeting minutes by Nellie Cihon, second by Dan Bucher. All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No report.

Community Service – No report.

Fire Chief – Monthly reports were included in the packet. Chief Ray Green reported that two of our own attended the Feel the Heat program. Mark Cozy and Dan Bucher, Jr. participated in the program. Chief Green said they were wrapping up Fire Prevention Week. The pizza delivery program worked well again this year. All pizzas that were delivered to homes were free if there was a working smoke detector in the home. All detectors that the department delivered pizzas to were in working order. Chief Green thanked Sean at Domino's Pizza for his donations with this program.

Police Chief – A monthly report was included in the packet. Chief Doug Swartz reported on the heroin epidemic. Chief Swartz said the epidemic is here in Canal Fulton, and explained the Narcan process and how first responders have to be extremely careful with these cases do to fentanyl and carfentanyl getting on the first responders skin.

Chief Swartz stated that the department had a School Bus Safety School Zone drill recently. The drill is not advertised so it is a surprise drill. He said the drill went very well.

Chief Swartz said the City did have a resident report a vehicle theft and at this time there are no leads.

Engineer – Engineer Bill Dorman stated that the Cherry Locust Intersection project is progressing and there is a progress meeting on Thursday, October 20. The Locust Street widening project is continuing and a gas line relocation needs to be done for that project.

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Danny Losch said with the upcoming budget we are looking into a GIS system. Mr. Dorman said they do have information that can be added to the system.

Scott Svab asked Mr. Dorman about the presentation on water meters prior to the meeting. Mark Cozy said that it would be a huge undertaking, and possibly if the City were to build a new water tower to have Johnson Controls back in for the timeline and they could assist in a plan to finance it.

Sean Craney asked if we do upgrade our meters if a new system was put in, would the readers still work or would we have to upgrade them. Mr. Cozy said that was a good point, and would have to have an answer for that if they would be upgraded.

Streets – No report.

Public Utilities – No report.

Planning/Zoning – Mayor Schultz stated that MCreative would have a demonstration of an interactive kiosk at the HPC/PC meeting on October 20, 2016 t 6:30pm.

Finance Director – September Financials were included in the packet. Finance Director William Rouse stated that Income tax is up by 2.85% from last year. The bills are high because of water line replacement payments.

A motion was made to accept the September Financials by Danny Losch, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Mr. Rouse stated that Karen Hiltbrand had formed an LLC to continue cleaning City Hall. Mr. Svab asked if there was a new contract. Mr. Rouse stated no the terms are the same. Mr. Svab said he would like to see the contract before voting on it.

City Manager – City Manager Mark Cozy reported on the St. Helena II restoration project. Bid specs are being completed now and the advertisement has been sent to the paper. Bid openings will be on November 4th.

Mr. Cozy stated that the Canal Days Committee meeting will be taking place on October 20th. The Committee is updating their by-laws which will include membership and voting. All participating organizations will have one vote. The City will receive dedicated revenue for our investment. All vendor fees will come to the City, thus paying for the city services.

Mr. Cozy said he would like Council feedback on this.

Sue Mayberry asked about the City revenue and booth space. The City will handle the vendor side of the festival with all vendor revenue and fees coming to us. The Committee will receive all donations.

Sue Mayberry said this sounded positive and well thought out.

Scott Svab stated he would like a cumulative sheet on the Canalway Director's hours spent on Canal Days.

Mayor - Mayor Joe Schultz commended Finance Director William Rouse for the great job on the state of the City.

Mayor Schultz said the building appraisal for the property on Milan will be scheduled along with a phase one environmental study. Fire suppression architects were looking at the building today.

Mayor Schultz asked Clerk of Council, Teresa Dolan for a newsletter report. Mrs. Dolan stated that the three entities met and the newsletter articles will be sent to Kim Boggs to layout. The Community News will be scheduled to be delivered at the date of the change of each season. Articles will be due the first day of the month when the season changes.

Mayor Schultz stated that he would like to set up a Board with the three entities so the board can make latitude decisions in regards to things like content. He would also like to look into the advertising aspect of the newsletter.

Parks & Recreation Board - No report.

Law Director – Law Director Scott Fellmeth had no report per say, but stated that he had a franchise agreement for broadband services from the company Mobility. They are

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scheduled to come for a committee meeting before the next Council meeting and he would like to hold the agreement until questions by Council are asked at the meeting.

THIRD READINGS

TABLED Resolution 16-16: A Resolution by the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for a Water Tower Preliminary Design Study

Ordinance 24-16: An Ordinance Amending Ordinance 34-15, and Providing for Changes to Previously Authorized Appropriations.

A motion was made to approve Ordinance 24-16 by Danny Losch, second by Sue Mayberry. All Council Members voted yes. Motion approved.

Ordinance 25-16: An Ordinance Amending Ordinance 34-15, and Providing for Changes to Previously Authorized Appropriations.

A motion was made to approve Ordinance 25-16 by Nellie Cihon, second by Scott Svab. All Council Members voted yes. Motion approved.

Ordinance 26-16: An Ordinance by the Council of the City of Canal Fulton, Ohio to Accept the Dedication Plat of Locust Street & Storm Sewer, Sanitary Sewer & Waterline Easement Plat

A motion was made to approve Ordinance 26-16 by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Ordinance 27-16: An Ordinance Amending the Codified Ordinances of the General Offenses Code of the City of Canal Fulton, Ohio in Order to Amend Chapter 509.09 Regarding Noise-Making and Noise- Amplifying Devices; Variances and Repealing any Ordinances in Conflict Therewith

A motion was made to approve Ordinance 27-16 by Sean Craney, second by Scott Svab. All Council Members voted yes. Motion approved.

SECOND READINGS

Resolution 19-16: A Resolution by the Council of the City of Canal Fulton, Ohio in Support of Issue 51, Stark Area Regional Transit Authority's (SARTA) Renewal of a Quarter (1/4) Percent Sales Tax

Resolution 20-16: A Resolution by the Council of the City of Canal Fulton, Ohio accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor

A motion was made to suspend the rules by Scott Svab, second by Danny Losch, All Council Members voted yes. Motion approved.

A motion was made to approve Resolution 20-16 by Scott Svab, second by Nellie Cihon All Council Members voted yes. Motion approved.

FIRST READINGS

Ordinance 28-16: An Ordinance by the Council of the City of Canal Fulton, Ohio to Replat Out Lot 315 and Part of Out Lot 170 Creating Out Lot 321 and Repealing any Ordinance in Conflict Therewith

Ordinance 29-16: An Ordinance Enacting and Adopting a Supplement to the Codified Ordinances of the City of Canal Fulton, Ohio and Declaring an Emergency

P.O.s

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TABLED - P.O. 10971 to CTI Engineers, Inc. in the amount of \$17,500.00 for Water Tower Preliminary Design Study Resolution 16-16

BILLS: \$708,706.18

A motion was made to approve the bills by Scott Svab, second by Sean Craney. All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

REPORT OF PRESIDENT PRO TEMPORE

Sean Craney asked about the deadline for the newsletter. Mayor Schultz stated that we were going to try to have a new issue out for each season change. The articles will be due by the first of the month, so every three months an issue will come out.

Sean Craney mentioned the event on October 10th with Echoing Ridge that was held where the residents flew kites. He said the event was a success and although there was no wind, the kites were up. Mr. Craney thanked Chell Rossi, Joe Rocco and Ryan Moser for their help. Mr. Craney said that Ohio Restoration donated the kites.

REPORT OF SPECIAL COMMITTEES

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Doug Swartz spoke on behalf of David Truesdale. Mr. Truesdale received a thank you letter from Mrs. Mayberry and he was practically in tears and said the letter was very special to him. This was for the donation of the speed sign to the police department.

A motion was made by Sean Craney to adjourn to Executive Session at 8:13 pm for the purpose of consideration of Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees, second by Nellie Cihon. All Council Members voted yes. Motion approved.

A motion was made to return to public session at 8:34pm by Nellie Cihon, second by Dan Bucher. All Council Members voted yes. Motion approved.

ADJOURNMENT

The meeting was adjourned at 8:34 pm

Meeting minutes prepared by: Teresa Dolan

Meeting Minutes approved by Mayor Joseph A. Schultz



OHIO DEPARTMENT OF HEALTH

246 North High Street
Columbus, Ohio 43215

614/466-3543
www.odh.ohio.gov

John R. Kasich/Governor

Richard Hodges/Director of Health

October 2016

To: Ohio Community Water System: Please circulate to all water plant personnel

From: Carrie Farquhar, RDH, BS
Ohio Department of Health, Oral Health Program

The Ohio Department of Health is pleased to provide you with the enclosed certificate. Your community water system has been awarded a **Water Fluoridation Quality Award** from the U.S. Centers for Disease Control and Prevention (CDC). Fluoridation is the adjustment of fluoride in the water to a level that is optimal for preventing tooth decay. The award recognizes those community water systems that have maintained a consistent level of optimally fluoridated water for the 2015 calendar year. The criteria for qualifying for this award are as follows:

1. Average monthly fluoride levels were maintained between 0.8 and 1.3mg/L or ppm
2. A sufficient number of water samples were found within range. In Ohio, that means no more than three (3) times per month can the level be below or above the required range of 0.8 - 1.3mg/L or ppm.
3. A sufficient number of samples were taken. In Ohio that means daily testing at the plant tap.

Community water fluoridation is recognized by CDC as one of 10 great public health achievements of the 20th century. Ninety-two percent of Ohioans served by public water systems are enjoying the benefits of fluoridated water. CDC and the Ohio Department of Health recommend water fluoridation as an effective and safe method of preventing tooth decay in people of all ages. In addition, fluoridating a community's water supplies is one of the most cost-effective public health measures—every \$1 invested in fluoridation saves approximately \$38 in costs for dental treatment.

The Ohio Department of Health maintains its strong endorsement for fluoridating community water supplies and stresses that this preventive measure is the single most important step a community can take to improve the dental health of its citizens. Congratulations for consistently maintaining optimal fluoride levels in your water system and thus improving the oral health of the residents of your community.

If multiple certificates are enclosed, they are for other plants in your water system. Please distribute the certificate(s) to the appropriate location. Thank you.



2015

Water Fluoridation Quality Award

Canal Fulton, Village Of

State of Ohio

The Centers for Disease Control and Prevention commends this water system for its consistent and professional adjustment of the water fluoride content to the optimum level for oral health for 12 consistent months. Consistent, high-quality water fluoridation practice, as demonstrated by this water system, is a safe and effective method to prevent tooth decay, improving the oral health of community residents of all ages.

Presented by the
Centers for Disease Control and Prevention
United States Department of Health & Human Services

National Fluoridation Engineer, Division of Oral Health
National Center for Chronic Disease Prevention
and Health Promotion



Centers for Disease
Control and Prevention
National Center for Chronic
Disease Prevention and
Health Promotion



SIGNET
DEVELOPMENT

300 WEST MONROE STREET
JACKSONVILLE, FL 32202
P 321-356-1314
F 321-356-1315

75 EAST MARKET STREET
MARIETTA, OH 44204
P 330-732-9102
F 330-732-7570

Mark Cozy
City Manager
City of Canal Fulton
155 E. Market St
Canal Fulton, Ohio 44614

Re: Letter of Intent to Lease to Purchase
Canal Fulton Community Campus

Dear Mr. Cozy,

This Letter of Intent shall serve to outline a proposal for the lease of space at the Canal Fulton Community Campus, located at 974 South Canal Street in Canal Fulton, Ohio. Once the parties execute this Letter of Intent, they shall undertake in good faith to attempt to negotiate and execute a Lease for the suite. The general terms and provisions set forth below reflect the general understandings and basic agreements between Signet Development, Ltd. (Signet) and City of Canal Fulton (City):

- Premises:** Approximately three thousand seven hundred ninety-seven square feet (+/- 3,797) to contain the Northwest Stark Senior Center including:
- Multipurpose room
 - Kitchen
 - Administration office and reception
 - Restroom and storage
 - Secure entry and premises
 - The interior finishes will consist of carpet, paint and ceiling tile.
- Lease To Purchase:** Signet and City shall work in good faith to draft and execute the Lease to Purchase containing the following terms and conditions and such other terms and conditions that the parties mutually agree upon:
- Tenant:** City of Canal Fulton
155 E. Market Street
Canal Fulton, Ohio 44614
- Landlord:** Signet Development, Ltd., or its agent
- Specialty Equipment & FFE:** To be supplied by, and at the sole cost and expense of City.
- Lease Term:** Minimum Twenty (20) Year Initial Term
- Renewal Options:** City may extend the initial Twenty (20) Year Term by two (2) additional Five (5) Year Terms, at its option. The Minimum Annual Rent for each Lease Year of Renewal Option thereafter shall be subject to increase every year in an amount equal to the greater of a calculated annual increase of 2.00% or the positive change, if any, in the Consumer Price Index ("CPI") of the Bureau of Labor Statistics.
- Base Rent:** \$26 - \$29 per square foot NNN

Rent Escalation: 2% Annually

Operating Costs: City shall be responsible for suite utilities. City shall be responsible for pro-rata share of building operating costs.

Purchase: At the end of the initial Twenty (20) Year Term and two (2) additional Five (5) Year Terms, Signet shall sell the Canal Fulton Community Center to the City for a purchase price to be agreed upon by both City and Signet.

Confidentiality:

(a) City and Signet agree not to disclose or use, and not to permit their respective representatives to disclose or use, any Confidential Information furnished, to be furnished or otherwise acquired or obtained in connection with this transaction at any time or in any manner, except in connection with the evaluation and consummation of the transaction by the parties hereto. Each party shall, and shall cause its representatives to, take any and all measures and precautions necessary or advisable to safeguard the Confidential Information of the other party and prevent the unauthorized use or disclosure thereof. Each party shall disclose the Confidential Information of the other party only to those of its representatives who need to know such Confidential Information for the purposes of evaluating this transaction, and shall only disclose such portion of the Confidential Information of the other party to any such representatives as is necessary for the representative to make the evaluation required of him. "Confidential Information" means any and all information, records, reports, data, files, agreements, contracts, proprietary information or other documentation concerning City and Signet as the case may be; provided that it does not include information which (i) is generally available to or known by the public other than as a result of improper disclosure by the receiving party or (ii) is obtained by the receiving party from a source other than the furnishing party, provided that such source was not bound by a duty of confidentiality to the furnishing party or another party with respect to such information.

(b) Return of Information. In the event that this transaction is not consummated for any reason whatsoever, at the request of either party, the requested party shall immediately return to the requesting party its Confidential Information and any notes or other materials compiled from or related to such Confidential Information.

Miscellaneous:

(a) Expiration. This Letter of Intent shall terminate November 21, 2016 at 5:00 p.m., eastern standard time and shall be null and void and of no further force or effect unless prior to that Signet shall have received a counterpart of this Letter of Intent duly executed by City. Said counterpart may be sent via facsimile or email with the original to follow via overnight courier.

(b) Assignment. Neither party may assign its rights or delegate its obligations under this Letter of Intent without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(c) Entire Agreement. This Letter of Intent constitutes the entire agreement between City and Signet superseding all prior oral or written agreements, understandings, representations and warranties, and courses of conduct in dealing between the parties with respect to the subject matter hereof. This Letter of Intent may be amended or modified only by a writing executed by City and Signet.

(d) No Third Party Beneficiaries. This Letter of Intent is not intended to, and shall not, benefit any person or entity not a party to this Letter of Intent.

(e) Governing Law. This Letter of Intent shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflict of laws principles.

(f) Effect of Termination. Section 3 of this Letter of Intent shall survive the termination of the transactions contemplated hereunder and, upon any such termination, shall remain in full force and effect, binding upon and enforceable against the parties hereto in accordance with their respective terms.

(g) Counterparts. This Letter of Intent may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Letter of Intent and all of which, when taken together, will be deemed to constitute one and the same agreement.

If the foregoing agreement is acceptable, please so indicate by signing in the signature blocks provided below and by returning an executed copy of this Letter of Intent to the undersigned.

Executed by,

City of Canal Fulton
Organization

Signet Development, Ltd.
Organization

Mark Cozy

City Manager
Title

Date

Date

LOI Exhibit A

Development Option 4B – Developer Assumed Risk (City retains Ownership for the Senior Center)



Central Patton Community
 Campus Site Key

- A** Main Entry & Monument Sign
- B** New Community Center
- H** New Site Pathways
- I** Existing Safety Center

Central Patton Community
 Campus Site Data

Site Area	+/- 36 AC
Phase 1 Development Area	+/- 9 AC
Site Parking	197 Spaces
Total Partner Spaces	23,140 SF
Total Future Spaces	22,200 SF
Parking Ratio	6.1/1,000
Phase 2 / Future Development Area	



RECORD OF RESOLUTIONS

BEARER/PHCS 600-335-6284 FORM NO. 3004E

Resolution No.

16-16

Passed

, 20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR A WATER TOWER PRELIMINARY DESIGN STUDY.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for a Preliminary Design Study to design and construct a new Westside Elevated Water Tower and Booster Pump Station, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide professional engineering services for the design of these infrastructure improvements.

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

The City of Canal Fulton agrees to enter into an agreement with CTI Engineers, Inc. to provide professional engineering services for a Water Tower Preliminary Design Study pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-16, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2016, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the ____ day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp



CTI ENGINEERS, INC.
One Cascade Plaza
Suite 710
Akron, Ohio 44308
Phone 330.294.6996
Fax 330.318.0945
www.ctiengr.com

August 9, 2016

Mr. Mark Cozy
City Manager
City of Canal Fulton
155 East Market Street, Suite A
Canal Fulton, Ohio 44614

**Subject: Proposal to Provide Professional Engineering Services for
Preliminary Engineering Study for an Elevated Storage Tank
CTI Proposal No. EP16055**

Dear Mr. Cozy:

CTI Engineers, Inc. (CTI) is pleased to provide the attached proposal to perform a Preliminary Engineering Study to investigate the feasibility of constructing an elevated water storage tank and booster pump station to serve the higher elevations of the City and outlying areas. The proposed tank and booster would provide a new Westside /SR21 High-Pressure District near SR21 between SR93 and Arcadia and/or near Marshallville Road as proposed in the *City of Canal Fulton, Ohio Sanitary Sewer and Water Master Plan*.

In order to properly size the new tank and prepare a reasonable opinion of the probable cost of construction it will be necessary to perform preliminary engineering and conduct preliminary computer modeling utilizing the City's water distribution model to size the booster pump station and tank and determine the tank's overflow elevation (height) and volume necessary to serve the desired service area. By having the preliminary engineering done you will reduce the final design engineering costs. One added benefit from the new tank, if constructed, would be the elimination of the Streby Street booster pump station which Ohio EPA commented on during their recent Sanitary Survey of the City's water system. If authorized to prepare the study by August 16, 2016, we can have it completed by September 30, 2016 for a not to exceed fee of Seventeen Thousand Five Hundred Dollars (\$17,500.00).

If this information is acceptable and you wish to proceed with the project, please let us know and we will forward an Agreement to you for your signature.

Very truly yours,

CTI Engineers, Inc.

A handwritten signature in black ink that reads "David B. Kohlmeier".

David B. Kohlmeier, P.E.
Project Manager

A handwritten signature in black ink that reads "William A. Dorman".

William A. Dorman, P.E.
President

Enclosures

APPENDIX B
Canal Fulton – Water Tower Preliminary Design Study
Scope of Services

The following Scope of Services describes the anticipated tasks required to prepare a preliminary design study to investigate the feasibility and costs to design and construct an elevated storage tank on property owned by George H. Kilbride located on the east side of State Route 21 between Cherry Street West (Arcadia Street Exit) and Manchester Ave, NW (S.R. 93).

Part 1 - Responsibilities of CTI Engineers, Inc. (CTI)

1. CTI will collect and review existing available information related to the project and the existing water distribution system.
2. CTI personnel will visit the proposed tank site and discuss the proposed location on the property with City personnel and/or the property owner to determine a desired and feasible location.
3. CTI will determine a proposed service area for the new tank and determine the necessary hydraulic grade line and approximate overflow elevation for the tank based on the elevations to be served and the desired minimum system pressure.
4. CTI will evaluate the City's existing storage and determine if additional system storage is needed to serve existing customers. The size (volume) of the proposed new tank will be determined based on required system and fire suppression storage, and the proposed service area demands.
5. CTI will determine a feasible water booster station location and determine the pump size (flow rate, total dynamic head [TDH] and horsepower [HP]) needed to fill the tank from the existing distribution system. A proposed alignment will also be determined for the new water main that will be required to feed the new elevated storage tank from the booster pump station.
6. CTI will use the City's existing water distribution computer model to simulate the addition of the proposed tank, waterlines and booster pump station and determine any impacts to existing system pressures and fire flows. An evaluation will be made of the new infrastructure and how it will interact with the existing system. Any other modifications to the proposed tank design will be determined (pressure reducing valves, altitude valves, water line re-sizing, or other infrastructure needs) based on the results of the computer model.
7. A preliminary Opinion of Probable Construction Cost will be prepared to provide the City with budgetary funds needed to design and build the new infrastructure.

8. CTI will prepare a Preliminary Design Report describing the tasks performed, presenting the preliminary design information and recommendations. The report will include a map showing the proposed tank and booster locations and service area. The report will also present the cost opinions and any other findings and recommendations developed during the study.
9. CTI personnel will meet with the City to present the findings from the study and answer any questions from City representatives.

Part 2 - Responsibilities of the City of Canal Fulton (CLIENT)

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI all data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
- C. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- D. Provide prompt written notice whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- E. Furnish to CTI, prior to execution of the Agreement, a copy of the design and construction standards the CLIENT shall require CTI to follow in performing its services under the Agreement.
- F. Provide payment for plan review, or other fees required by the OEPA or other reviewing agencies if needed.
- G. Provide information on existing water demands within the City and any desired service areas, pressure and fire flow requirements if known.

Part 3 - Future Phase(s) Services to be Provided by CTI Engineers, Inc. (CTI)

The following services are not included in the Scope of Services for Phase 1, but are anticipated to be provided to the CLIENT from CTI as future services subject to additional compensation (lump sum or cost-plus, via contract amendment or new contract). This list includes those services that may be authorized at the conclusion of this phase:

- A. Design Services.
- B. Field Survey.
- C. Soil borings or geotechnical services. [City may want to consider adding this to the Preliminary Design Study scope if a precise tank location is known. The soil boring information and testing can help us to more accurately determine the cost of the tank construction.]
- D. Bidding and Construction Services.

Exhibit "A"

APPENDIX B
Canal Fulton – Water Tower Preliminary Design Study
Scope of Services

The following Scope of Services describes the anticipated tasks required to prepare a preliminary design study to investigate the feasibility and costs to design and construct an elevated storage tank on property owned by George H. Kilbride located on the east side of State Route 21 between Cherry Street West (Arcadia Street Exit) and Manchester Ave, NW (S.R. 93).

Part 1 - Responsibilities of CTI Engineers, Inc. (CTI)

1. CTI will collect and review existing available information related to the project and the existing water distribution system.
2. CTI personnel will visit the proposed tank site and discuss the proposed location on the property with City personnel and/or the property owner to determine a desired and feasible location.
3. CTI will determine a proposed service area for the new tank and determine the necessary hydraulic grade line and approximate overflow elevation for the tank based on the elevations to be served and the desired minimum system pressure.
4. CTI will evaluate the City's existing storage and determine if additional system storage is needed to serve existing customers. The size (volume) of the proposed new tank will be determined based on required system and fire suppression storage, and the proposed service area demands.
5. CTI will determine a feasible water booster station location and determine the pump size (flow rate, total dynamic head [TDH] and horsepower [HP]) needed to fill the tank from the existing distribution system. A proposed alignment will also be determined for the new water main that will be required to feed the new elevated storage tank from the booster pump station.
6. CTI will use the City's existing water distribution computer model to simulate the addition of the proposed tank, waterlines and booster pump station and determine any impacts to existing system pressures and fire flows. An evaluation will be made of the new infrastructure and how it will interact with the existing system. Any other modifications to the proposed tank design will be determined (pressure reducing valves, altitude valves, water line re-sizing, or other infrastructure needs) based on the results of the computer model.
7. A preliminary Opinion of Probable Construction Cost will be prepared to provide the City with budgetary funds needed to design and build the new infrastructure.

8. CTI will prepare a Preliminary Design Report describing the tasks performed, presenting the preliminary design information and recommendations. The report will include a map showing the proposed tank and booster locations and service area. The report will also present the cost opinions and any other findings and recommendations developed during the study.
9. CTI personnel will meet with the City to present the findings from the study and answer any questions from City representatives.

Part 2 - Responsibilities of the City of Canal Fulton (CLIENT)

- A. Provide all criteria and full information as to its requirements for the project.
- B. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI all data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
- C. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
- D. Provide prompt written notice whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
- E. Furnish to CTI, prior to execution of the Agreement, a copy of the design and construction standards the CLIENT shall require CTI to follow in performing its services under the Agreement.
- F. Provide payment for plan review, or other fees required by the OEPA or other reviewing agencies if needed.
- G. Provide information on existing water demands within the City and any desired service areas, pressure and fire flow requirements if known.

Part 3 - Future Phase(s) Services to be Provided by CTI Engineers, Inc. (CTI)

The following services are not included in the Scope of Services for Phase 1, but are anticipated to be provided to the CLIENT from CTI as future services subject to additional compensation (lump sum or cost-plus, via contract amendment or new contract). This list includes those services that may be authorized at the conclusion of this phase:

- A. Design Services.
- B. Field Survey.
- C. Soil borings or geotechnical services. [City may want to consider adding this to the Preliminary Design Study scope if a precise tank location is known. The soil boring information and testing can help us to more accurately determine the cost of the tank construction.]
- D. Bidding and Construction Services.

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-398-8874 FORM NO. 3004

Resolution No. 19-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO IN SUPPORT OF ISSUE 51, STARK AREA REGIONAL TRANSIT AUTHORITY'S (SARTA) RENEWAL OF A QUARTER (1/4) PERCENT SALES TAX.

WHEREAS, SARTA is the public transportation system for all of Stark County and is supported by a ¼ percent sales tax that provides 80% of their operating costs; and

WHEREAS, Issue 51 will appear on the ballot throughout Stark County on Tuesday, November 8, 2016; and

WHEREAS, SARTA provides yearly, nearly 3 million rides for individuals who are veterans, disabled, and those who need transportation to work and school; and

WHEREAS, this renewal will allow SARTA to continue to provide safe, reliable transportation by receiving the ¼ percent sales tax for a period of 10 years.

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

The City of Canal Fulton supports Issue 51, Stark Area Transit Authority's (SARTA) sales tax renewal.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-16, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 20045

Ordinance No. 28-16

Passed _____, 20____

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO REPLAT OUT LOT 315 AND PART OF OUT LOT 170 CREATING OUT LOT 321 AND REPEALING ANY ORDINANCE IN CONFLICT THEREWITH.

WHEREAS, The Planning Commission of the City of Canal Fulton, Ohio has recommended replatting Out Lot 315 and Part of Out Lot 170.

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

The City of Canal Fulton agrees to replat Out Lot 315 and Part of Out Lot 170 creating Out Lot 321 pursuant to Plat attached as "Exhibit A" and incorporated by reference herein and repealing any Ordinance in conflict therewith.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____2016, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Ordinance was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the ____day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.	Form No. 31043		
Ordinance No.	29.16	Passed	20
AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODIFIED ORDINANCES OF THE CITY OF CANAL FULTON, OHIO AND DECLARING AN EMERGENCY.			
<p>WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Canal Fulton, Ohio supplement to the Code of Ordinances of the Political Subdivision, which supplement contains all ordinances of a general and permanent nature enacted since the prior supplement to the Code of Ordinances of this Political Subdivision; and</p>			
<p>WHEREAS, American Legal Publishing Corporation has recommended the revision or addition of certain sections of the Code of Ordinances which are based on or make reference to sections of the Ohio code; and</p>			
<p>WHEREAS, it is the intent of the Legislative Authority to accept these updated sections in accordance with the changes of the law of the State of Ohio; and</p>			
<p>WHEREAS, it is necessary to provide for the usual daily operation of the municipality and for the immediate preservation of the public peace, health, safety and general welfare of the municipality that this ordinance take effect at an early date.</p>			
<p>NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO THAT:</p>			
<p>Section 1: That the Canal Fulton, Ohio supplement to the Code of Ordinances of the Political Subdivision as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, and as attached hereto, be and the same is hereby adopted by reference as if set out in its entirety.</p>			
<p>Section 2: Such supplement shall be deemed published as of the day of its adoption and approval by the Legislative Authority and the Clerk of the Political Subdivision is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the Office of the Clerk.</p>			

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30042

Ordinance No. _____ Passed _____, 20____

Section 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the peace, health, safety and general welfare of the people of this municipality, and shall take effect at the earliest date provided by law.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 2016, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Ordinance was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

FORM NO. 99-01-001 FORM NO. 2004

Resolution No. 20-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A SERVICE AGREEMENT WITH KAREN'S KEEPING IT CLEAN LLC FOR CLEANING SERVICES.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the provision of Cleaning Services for the Canal Fulton City Hall, and

WHEREAS, Karen's Keeping It Clean LLC has submitted a proposal acceptable to the City to provide those services.

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

The City of Canal Fulton agrees to enter into an agreement with Karen's Keeping It Clean LLC to provide cleaning services for Canal Fulton City Hall pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-16, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

SERVICE AGREEMENT

The City of Canal Fulton (City) and Karen's Keeping it Clean LLC (Service Provider) do hereby agree to the following independent contract agreement for the provision of cleaning services for the Canal Fulton City Hall:

Service Provider shall provide the cleaning services of the Canal Fulton City Hall, with said duties being completed one (1) time per week, unless mutually agreed an additional cleaning may be necessary. Example = Election Days. The cleaning services shall be scheduled to take place at a mutually convenient time outside of the regular business hours of the City.

Service Provider is a Limited Liability Company. Service Provider shall receive a NINETY DOLLAR (\$90.00) payment per cleaning service occasion. Service Provider shall be responsible for paying any assistants and shall also be responsible for arranging for and paying any replacements.

The agreement may be cancelled by either party anytime by providing a thirty (30) calendar day advance written notice to the other party.

Service Provider shall have sole control over the manner or method by which the cleaning services are provided. The City shall have the ability to direct the Service Provider only with regard to whether or not the cleaning services are satisfactory to the City.

The City shall not be obligated to withhold federal, state, or local taxes from the aforementioned NINETY DOLLAR (\$90.00) payment. Service Provider shall receive an IRS Form 1099 for income tax purposes.

Service Provider is not eligible for workers' compensation or unemployment compensation under the City's programs.

Service Provider will be held liable for any damage to City property that results from the negligent, reckless, or willful acts of Service Provider or any of her employees or agents. Service Provider agrees to indemnify and hold the City harmless from any damages or injury that might result from the negligent, reckless, or willful acts of Service Provider or any of her employees or agents.

The parties entered into this Service Agreement on the _____ day of _____, 2016.

For the City of Canal Fulton

Karen's Keeping it Clean LLC
Karen Hiltbrand, Owner

RECORD OF RESOLUTIONSResolution No. 2116 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE LOCUST STREET RELIEF STORM SEWER PROJECT.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for construction administrative services for the Locust Street Relief Storm Sewer Project, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide professional engineering construction administrative services for this infrastructure improvement.

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

The City of Canal Fulton agrees to enter into an agreement with CTI Engineers, Inc. to provide professional engineering construction administrative services for the Locust Street Relief Storm Sewer Project pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-16, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2016.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"**AGREEMENT FOR ENGINEERING SERVICES**

This Agreement made this ____ day of _____ 2016, by and between the City of Canal Fulton, 155 East Market Street, Canal Fulton, Ohio 44614 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., 220 Market Avenue South, Suite 750, Canton, Ohio 44702 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with construction administration services for the Canal Fulton Locust Street Relief Storm Sewer project (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the cost-plus services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total cost-plus fee will not exceed Thirty Three Thousand Dollars (\$33,000.00) without the prior authorization of the CLIENT.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits and payroll taxes. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary cost OR the above hourly rates plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

AGREEMENT FOR ENGINEERING SERVICES

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In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ACCEPTED BY CLIENT:

CITY OF CANAL FULTON

BY _____

NAME _____

TITLE _____

DATE _____
(Insert here and on first line)

ACCEPTED BY CTI:

CTI ENGINEERS, INC.

BY _____

NAME Richard R. Reed, P.E.

TITLE Vice President

DATE _____

APPROVED AS TO FORM:

CITY OF CANAL FULTON LAW DIRECTOR:

BY _____

NAME _____

DATE _____

**APPENDIX A
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.

APPENDIX A

PAGE 2

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the matter shall be decided by arbitration in accordance with the rules of the American Arbitration Association. A panel of three arbitrators shall be required for any disputes in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the American Arbitration Association shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence,

APPENDIX A

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- Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
19. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
20. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

**APPENDIX B
SCOPE OF SERVICES
City of Canal Fulton
Locust Street Relief Storm Sewer Project**

A. Phase 1-Bidding and Contract Award Services

1. Prepare Contract Documents and Specifications for Locust Street Relief Storm Sewer Project as designed by Richard Friedl, P.E.
2. Assist City in advertising for and obtaining bids for prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, and receive and process requests for bidding documents.
3. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
4. Consult with and advise the City as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the bidding documents.
5. Consult with the City and determine the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contract is allowed by the bidding documents.
6. Attend the bid opening; prepare bid tabulation sheets; and assist the City in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

B. Phase 2-Shop Drawings and Consultation

1. Shop Drawings. At the request of the City, CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
2. Substitutes. At the request of the City, CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of Section E "Required Additional Services."
3. Disputes between City and Contractor. At the request of the City, CTI will act as an interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the City

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and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.

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

C. Phase 3-Resident Project Representation

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

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CTI will endeavor to provide further protection for the City against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make CTI responsible for or give CTI control over construction means, methods,

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techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

2. **General Advisor during Construction.** CTI will consult with and advise the City and will, as requested by the City, act as the City's representative during construction. Instructions to the Contractor will be issued by the City. At the request of the City, CTI may be given the authority to act on behalf of the City. For this project, the Resident Project Representative (RPR) may interact directly with the Contractor and with the City's Construction Administrator or other representative, so the RPR may provide various services of CTI listed throughout this Scope. Contributory personnel of CTI will have administrative, supervisory, and advisory involvement with the RPR and miscellaneous interaction with the City and the Contractor during construction.
3. **Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative at the site to assist the City and to provide more continuous observation of such work to a maximum of 240 manhours. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the City informed of the progress of the work.
 - b. The Resident Project Representative (RPR) and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described later in this Scope of Services.
 - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Accordingly, CTI can neither guarantee the performance of the

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construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

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

4. General

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

5. Duties and Responsibilities of RPR

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

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

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- (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.

i. Reports:

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

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

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

l. Completion:

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

6. Limitations of Authority

The RPR:

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

D. Additional Services Requiring Authorization in Advance

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

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

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

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18. Additional services in connection with the project, including services which are to be furnished by the City and services not otherwise provided for in this Scope of Services.

E. Required Additional Services

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

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

F. Periods of Service

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
2. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.

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

BILL TO:



City of Canal Fulton

PURCHASE ORDER

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

P.O. NUMBER: RG010971
P.O. DATE: 09/14/16
DEPARTMENT: WATER
CREATED BY:
VENDOR NO.: 00486

DELIVER TO:

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

VENDOR:

CTI ENGINEERS, INC.
220 MARKET AVE SOUTH
SUITE 750
CANTON, OH 44702

ACCOUNT NUMBER	AMOUNT
341.310.5730	\$17,500.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		WATER TOWER PRELIMINARY DESIGN STUDY RESOLUTION 16-16		\$17,500.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / ____.		
			TOTAL:	\$17,500.00

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director. Date

City Manager / Mayor Date

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



BILL TO:

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

PURCHASE ORDER

P.O. NUMBER: RG011016
 P.O. DATE: 10/19/16
 DEPARTMENT: SEWER
 CREATED BY:
 VENDOR NO.: 00093

DELIVER TO:

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

VENDOR:

TREASURER, STATE OF OHIO
 OHIO EPA
 DEPARTMENT L-2711
 COLUMBUS, OH 43260-2711

ACCOUNT NUMBER	AMOUNT
551.330.5555	\$5,600.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2016 ANNUAL DISCHARGE FEE/OHIO EPA THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		\$5,600.00
TOTAL:				\$5,600.00

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

FISCAL OFFICER'S CERTIFICATE

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

 Finance Director Date

 City Manager / Mayor Date

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