

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

November 15, 2016

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **MCreative – Kiosk Presentation**

5. **REPORTS OF STANDING COMMITTEES**

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

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

November 1, 2016

8. **REPORTS OF ADMINISTRATIVE OFFICERS**

- o Senior Citizens
- o Community Service
- o Fire Chief
- o Police Chief - Report
- o Engineer
- o Streets
- o Public Utilities
- o Planning/Zoning
- o Finance Director
- o City Manager
- 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

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

10. **SECOND 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

11. **FIRST READINGS**

Resolution 22-16: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to Provide Municipal Ordinance Representation for Indigent Defendants

Ordinance 30-16: An Ordinance To Authorize Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2017.

Resolution 23-16: A Resolution Establishing the Budget for the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2017.

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

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**

RECORD OF RESOLUTIONS

BEAR GRAPHICS 800-325-8214 FORM NO. 37243

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 330.294.5996
Fax 330.318.0846
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. Kohlmeler".

David B. Kohlmeler, 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).

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- 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.
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- G. Provide information on existing water demands within the City and any desired service areas, pressure and fire flow requirements if known.

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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 ORDINANCES

Dayton Legal Blmk, Inc.

Form No. 30043

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.

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

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

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

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.

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

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.

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.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30049

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

RESOLUTIONS 2016-2017 FORM NO. 2008

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 RESOLUTIONS

DEAR OFFICE REC-3308335217 FORM NO. 2004

Resolution 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 44814 (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

PAGE 2

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:

ACCEPTED BY CTI:

CITY OF CANAL FULTON

CTI ENGINEERS, INC.

BY _____

BY _____

NAME _____

NAME Richard R. Reed, P.E.

TITLE _____

TITLE Vice President

DATE _____

DATE _____

(Insert here and on first line)

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 3

supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.

12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
14. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this

**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

PAGE 2

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,

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.

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.

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

RECORD OF RESOLUTIONS

RESOLUTIONS RECORD FORM NO. 8828

Resolution No. 22-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, TO ENTER INTO AN AGREEMENT WITH THE STARK COUNTY PUBLIC DEFENDER COMMISSION AND THE OHIO PUBLIC DEFENDER COMMISSION TO PROVIDE MUNICIPAL ORDINANCE REPRESENTATION FOR INDIGENT DEFENDANTS.

WHEREAS, The City of Canal Fulton has sought a proposal for Municipal Ordinance Representation for Indigent Defendants, and

WHEREAS, The Stark County Public Defender Commission and the Ohio Public Defender Commission has submitted a proposal acceptable to the City to provide the professional legal services needed to accomplish this.

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

The City of Canal Fulton agrees to enter into an agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to provide professional legal services for Indigent Defendants pursuant to Section 3 of the Contract for Municipal Ordinance Representation commencing January 1, 2017 and terminating December 31, 2017, pursuant to contract 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

EXHIBIT "A"

MEMORANDUM OF AGREEMENT

It is agreed among the City of Canal Fulton, the Stark County Public Defender Commission and the Ohio Public Defender Commission that Section 3 of the Contract for Municipal Ordinance Representation, dated December 2, 2015, shall be exercised to renew the Contract for an additional one year period commencing January 1, 2017 and terminating December 31, 2017.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 201____,

ADDENDUM TO CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION

10. Determination of Indigency

In addition to indigency determination, all rules, standards and guidelines issued by the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

WITNESSES:

STARK COUNTY PUBLIC DEFENDER COMMISSION

BY: _____

CITY OF CANAL FULTON, OHIO

BY: _____

OHIO PUBLIC DEFENDER COMMISSION

BY: _____

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3004

Ordinance No. 30-16

Passed _____, 20____

An Ordinance To Authorize Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2017.

WHEREAS, it is necessary for the City of Canal Fulton to authorize appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2017, and

WHEREAS, it is necessary for the City of Canal Fulton to authorize transfers and advances between various funds in order to facilitate appropriations for the fiscal year ending December 31, 2017, and

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

Section 1: In order to provide for current expense and other expenditures of the City of Canal Fulton, Ohio, during the fiscal year ending December 31, 2017, Council authorizes the following appropriations:

Fund/Department/Expenditure Category	Amount
General Fund	
Personnel Costs	16,264.71
Other Operating Costs	1,300.00
General Fund - Council Department	17,564.71
Personnel Costs	104,402.47
Other Operating Costs	96,850.00
General Fund - Mayor/Admin Department	201,252.47
Personnel Costs	61,720.59
Other Operating Costs	40,844.35
General Fund - Finance Department	102,564.94
Personnel Costs	68,875.00
Other Operating Costs	106,600.00
General Fund - Income Tax Department	175,475.00
Personnel Costs	17,365.33
Other Operating Costs	45,750.00
General Fund - Legal Department	63,115.33
Other Operating Costs	75,000.00
General Fund - Engineering Department	75,000.00
Personnel Costs	53,854.30

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3004

Ordinance No. _____

Passed _____

, 20__

Other Operating Costs	65,700.00
General Fund - Lands & Buildings Department	119,554.30
Personnel Costs	17,617.50
Other Operating Costs	4,500.00
General Fund - Community Service Department	22,117.50
Other Operating Costs	19,000.00
General Fund - Street Lighting Department	19,000.00
Personnel Costs	41,107.50
Other Operating Costs	33,575.00
General Fund - Parks & Recreation Department	74,682.50
General Fund Total	870,326.75
Personnel Costs	192,006.84
Other Operating Costs	91,750.00
Street Fund Total	283,756.84
Other Operating Costs	21,570.00
State Highway Fund Total	21,570.00
Other Operating Costs	75,000.00
Motor Vehicle License Fund Expenses	75,000.00
Personnel Costs	1,078,042.00
Other Operating Costs	197,240.00
Police Fund Total	1,275,282.00
Other Operating Costs	1,500.00
Drug Enforcement & Education Fund Total	1,500.00
Other Operating Costs	2,000.00
Law Enforcement Trust Fund Total	2,000.00
Personnel Costs	387,809.00
Other Operating Costs	164,800.00
Total Fire/EMS Fund Total	552,609.00
Personnel Costs	26,403.75
Other Operating Costs	25,550.00
Canal Boat Fund Total	51,953.75
Capital Costs	0.00
Parks Capital Improvement Fund Total	0.00
Capital Costs	41,000.00
Downtown Capital Improvement Fund Total	41,000.00
Capital Costs - Administration	95,100.00
Capital Costs - Fire Projects	16,000.00
Capital Costs - Police Projects	45,000.00
Capital Costs - Street Projects	192,660.00
General Capital Projects Fund Total	348,760.00
County Auditor Fees	3,500.00

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3004

Ordinance No. _____ Passed _____, 20____

Lease Payment - 2012 Street Truck		10,291.96
Principal - Fire Station Series 2006		70,000.00
Interest - Fire Station Series 2006		40,750.00
Lease Payment - 2015 Dump Truck		28,921.00
Cherry Locust St - Principal		1,000,000.00
Cherry Locust St - Interest		20,000.00
Principal - Wooster St. Storm (OPWC)		6,886.36
General Obligation Debt Fund Total		1,180,349.32
Capital Costs		107,147.33
Water Capital Total		107,147.33
Debt Service Costs		143,933.75
Total Water Debt Fund Expenses		143,933.75
Personnel Costs		434,650.57
Other Operating Costs		207,000.00
Water Operating Total		641,650.57
Capital Costs		133,147.33
Sewer Capital Total		133,147.33
Debt Services Costs		52,245.00
Sewer Debt Total		52,245.00
Personnel Costs		434,650.57
Other Operating Costs		375,400.00
Sewer Operating Total		810,050.57
Other Operating Costs		30,000.00
Total Storm Sewer Utility Expenses		30,000.00

Section 2: In order to provide adequate resources to various funds, Council authorizes transfers from the General Fund into the following funds:

Police Fund (Fund #210)	1,025,000.00
Fire/Ems Fund (Fund #222)	427,000.00
General Capital Fund (Fund #391)	300,000.00
General Obligation Debt Fund (Fund #481)	77,000.00
Reserve Fund (Fund #800)	0.00

Section 3: Council authorizes the repayment of \$20,000 of the advance from the Storm Water Utility Fund back into the General Fund. This is necessary to repay the \$40,000 advance made during fiscal year 2016.

Section 4: Council authorizes the Finance Director to draw warrants on the City Treasury for payments from any of the foregoing appropriations upon receiving claims therefore, provided such claims are approved by an Ordinance or Resolution of Council, or are properly approved by the head of the Department or Board for which the indebtedness was incurred. It is further provided no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or

RECORD OF ORDINANCES

Dixson Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

Ordinance.

Section 5: This Ordinance shall take effect and be in full force and effect from and after the earliest period allowed 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 _____, 16, 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 website 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

RECORD OF RESOLUTIONS

Taylor Legal Forms, Inc. Form No. 00041

Resolution No. 23.16

Passed _____, 20__

A Resolution Establishing the Budget for the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2017.

WHEREAS, it is necessary for the City of Canal Fulton to establish a budget for fiscal year ending December 31, 2017, and

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

Section 1: In order to provide a spending plan for fiscal year 2017, Council establishes the following spending plan as the 2017 fiscal year budget:

Account #	Expenditure Account Name	Amount
General Fund		
<i>Council Department</i>		
101.101.5110	SALARIES & WAGES	13,860.00
101.101.5212	EMPLOYER'S PENSION SHARE	1,940.40
101.101.5214	EMPLOYER'S MEDICARE SHARE	200.97
101.101.5230	WORKERS COMPENSATION	263.34
	<i>Council Dept - Personnel Costs</i>	\$16,264.71
101.101.5570	TRAINING & EDUCATION	600.00
101.101.5620	SUPPLIES & MATERIALS	700.00
	<i>Council Dept - Operating Costs</i>	1,300.00
	Total Expenses - Council Dept	\$17,564.71
<i>Mayor/Admin Department</i>		
101.120.5110	SALARIES & WAGES	81,275.00
101.120.5130	VACATION LEAVE CASH OUT	1,055.75
101.120.5212	EMPLOYER'S PENSION SHARE	11,526.31
101.120.5214	EMPLOYER'S MEDICARE SHARE	1,193.80
101.120.5220	HOSPITALIZATION	7,705.00
101.120.5230	WORKERS COMPENSATION	1,646.61
	<i>Mayor/Admin Dept - Personnel Costs</i>	104,402.47
101.120.5310	PROFESSIONAL SERVICES	5,500.00
101.120.5320	NEWSLETTER	7,000.00
101.120.5410	CONTRACTED SERVICES	10,500.00
101.120.5415	CODE ENFORCEMENT CONTRACT SERVICES	3,500.00
101.120.5445	REPAIRS & MAINTENANCE	500.00
101.120.5480	COMMUNICATIONS	7,100.00
101.120.5492	COUNTY REGIONAL PLANNING COMMISSION	600.00
101.120.5494	COUNTY HEALTH DEPT	26,000.00
101.120.5496	MUSKINGUM WATERSHED	7,000.00
101.120.5497	PROPERTY TAXES	200.00
101.120.5510	TRAVEL & INCIDENTAL	1,200.00
101.120.5520	ADVERTISING	6,000.00
101.120.5530	INSURANCE & BONDING	2,800.00
101.120.5570	TRAINING & EDUCATION	800.00
101.120.5580	PROFESSIONAL MEMBERSHIPS	4,200.00
101.120.5610	OFFICE SUPPLIES	800.00
101.120.5620	SUPPLIES & MATERIALS	7,500.00
101.120.5650	FUEL	450.00

RECORD OF RESOLUTIONS

City of Legal Bank, Inc., Form No. 20045

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Passed _____

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101.120.5690	CONTINGENCY	700.00
101.120.5710	EQUIPMENT	500.00
101.120.5750	PARKING LOT LEASE	3,600.00
101.120.5980	REFUNDS	200.00
101.120.5990	COBRA HEALTH INSURANCE	0.00
101.120.5995	COMMUNITY CONTRIBUTIONS	200.00
	<i>Mayor/Admin Dept - Operating Costs</i>	96,850.00
	Total Expenses - Mayor/Admin Dept	\$201,252.47

Finance Department

101.130.5110	SALARIES & WAGES	40,692.50
101.130.5130	VACATION LEAVE CASH OUT	500.00
101.130.5212	EMPLOYER'S PENSION SHARE	5,766.95
101.130.5214	EMPLOYER'S MEDICARE SHARE	597.29
101.130.5220	HOSPITALIZATION	13,340.00
101.130.5230	WORKERS COMPENSATION	823.85
	<i>Finance Personnel Costs</i>	61,720.59
101.130.5310	PROFESSIONAL SERVICES	0.00
101.130.5370	FINANCIAL SERVICES	22,294.35
101.130.5445	REPAIRS & MAINTENANCE	400.00
101.130.5480	COMMUNICATIONS	4,500.00
101.130.5490	COUNTY AUDITOR FEES	7,000.00
101.130.5510	TRAVEL & INCIDENTAL	0.00
101.130.5530	INSURANCE & BONDING	300.00
101.130.5570	TRAINING & EDUCATION	750.00
101.130.5580	PROFESSIONAL MEMBERSHIPS	500.00
101.130.5610	OFFICE SUPPLIES	1,500.00
101.130.5620	SUPPLIES & MATERIALS	3,600.00
101.130.5680	CONTINGENCY	0.00
101.130.5710	EQUIPMENT	0.00
	<i>Finance Dept - Operating Costs</i>	40,844.35
	Total Expenses - Finance Dept	\$102,564.94

Income Tax Department

101.140.5110	SALARIES & WAGES	48,000.00
101.140.5120	OVERTIME	4,500.00
101.140.5130	VACATION LEAVE CASH OUT	0.00
101.140.5212	EMPLOYER'S PENSION SHARE	7,350.00
101.140.5214	EMPLOYER'S MEDICARE SHARE	500.00
101.140.5220	HOSPITALIZATION	7,475.00
101.140.5230	WORKERS COMPENSATION	1,050.00
	<i>Income Tax Dept - Personnel Costs</i>	68,875.00
101.140.5370	FINANCIAL SERVICES	1,300.00
101.140.5410	CONTRACTED SERVICES	8,000.00
101.140.5445	REPAIRS & MAINTENANCE	500.00
101.140.5480	COMMUNICATIONS	8,000.00
101.140.5510	TRAVEL & INCIDENTAL	500.00
101.140.5530	INSURANCE & BONDING	200.00
101.140.5570	TRAINING & EDUCATION	250.00
101.140.5580	PROFESSIONAL MEMBERSHIPS	150.00
101.140.5590	COURT COSTS	4,500.00
101.140.5600	LEGAL FEES	20,000.00
101.140.5610	OFFICE SUPPLIES	2,800.00
101.140.5690	CONTINGENCY	0.00
101.140.5710	EQUIPMENT	400.00
101.140.5980	REFUNDS	60,000.00
	<i>Income Tax Dept - Operating Costs</i>	106,600.00
	Total Expenses - Income Tax Dept	\$175,475.00

Legal Department

101.150.5110	SALARIES & WAGES	11,685.00
101.150.5200	FACILITY STIPEND	3,600.00

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101.150.5212	EMPLOYER'S PENSION SHARE	1,635.90
101.150.5214	EMPLOYER'S MEDICARE SHARE	169.43
101.150.5230	WORKERS COMPENSATION	275.00
	<i>Legal Dept - Personnel Costs</i>	<u>\$17,365.33</u>
101.150.5350	CIVIL SERVICE TESTING	750.00
101.150.5410	CONTRACTED SERVICES	45,000.00
	<i>Legal Dept - Operating Costs</i>	<u>45,750.00</u>
	Total Expenses - Legal Dept	\$63,115.33

Engineering Department

101.160.5360	ENGINEERING SERVICE	70,000.00
101.160.5690	ENGINEERING CONTINGENCY	5,000.00
	Total Expenses - Engineering Dept	\$75,000.00

Lands & Buildings Department

101.170.5110	SALARIES & WAGES	26,137.50
101.170.5115	SUMMER WORKS	8,500.00
101.170.5120	OVERTIME	500.00
101.170.5130	VACATION LEAVE CASH OUT	7,410.31
101.170.5212	EMPLOYER'S PENSION SHARE	4,919.25
101.170.5214	EMPLOYER'S MEDICARE SHARE	509.49
101.170.5220	HOSPITALIZATION	5,175.00
101.170.5230	WORKERS COMPENSATION	702.75
	<i>Lands & Buildings Personnel Costs</i>	<u>\$53,854.30</u>
101.170.5310	PROFESSIONAL SERVICES	4,600.00
101.170.5410	CONTRACTED SERVICES	12,500.00
101.170.5445	REPAIRS & MAINTENANCE	14,000.00
101.170.5465	ELECTRIC	12,500.00
101.170.5470	NATURAL GAS	4,000.00
101.170.5530	INSURANCE & BONDING	8,500.00
101.170.5550	LICENSES	100.00
101.170.5620	SUPPLIES & MATERIALS	8,000.00
101.170.5710	EQUIPMENT	1,500.00
	<i>Lands & Buildings Dept - Operating Costs</i>	<u>\$65,700.00</u>
	Total Expenses - Lands & Buildings Dept	\$119,554.30

Community Service Department

101.180.5110	SALARIES & WAGES	15,000.00
101.180.5212	EMPLOYER'S PENSION SHARE	2,100.00
101.180.5214	EMPLOYER'S MEDICARE SHARE	217.50
101.180.5230	WORKERS COMPENSATION	300.00
	<i>Community Service Dept - Personnel Costs</i>	<u>\$17,617.50</u>
101.180.5440	VEHICLE REPAIRS & MAINTENANCE	350.00
101.180.5480	COMMUNICATIONS	800.00
101.180.5510	TRAVEL & INCIDENTAL	150.00
101.180.5620	SUPPLIES & MATERIALS	2,700.00
101.180.5710	EQUIPMENT	500.00
	<i>Community Service Dept - Operating Costs</i>	<u>\$4,500.00</u>
	Total Expenses - Community Service Dept	\$22,117.50

Street Lighting Department

101.360.5460	STREET LIGHTING	19,000.00
	Total Expenses - Street Lighting Dept	\$19,000.00

Parks & Recreation Department

101.510.5110	SALARIES & WAGES	35,000.00
101.510.5212	EMPLOYER'S PENSION SHARE	4,900.00
101.510.5214	EMPLOYER'S MEDICARE SHARE	507.50
101.510.5230	WORKERS COMPENSATION	700.00

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City of Lowell, Mass., Inc. Form No. 30094

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<i>Parks & Recreation Dept - Personnel Costs</i>		\$41,107.50
101.510.5310	PROFESSIONAL SERVICES	200.00
101.510.5410	CONTRACTED SERVICES	2,400.00
101.510.5430	SUMMER REC. PROGRAM	500.00
101.510.5431	ODNR PASSPORT TO FISHING	0.00
101.510.5432	MOTHER SON FUN NIGHT	1,000.00
101.510.5434	CHRISTMAS ON THE CANAL	2,500.00
101.510.5435	CONCERTS & MOVIES IN THE PARK	2,100.00
101.510.5436	DADDY DAUGHTER DANCE	1,500.00
101.510.5437	EASTER EGG HUNT	100.00
101.510.5438	EARTH DAY TREE GIVEAWAY	175.00
101.510.5439	FALL FUN FEST	900.00
101.510.5445	REPAIRS & MAINTENANCE	750.00
101.510.5465	ELECTRIC	9,500.00
101.510.5470	NATURAL GAS	900.00
101.510.5480	COMMUNICATIONS	2,500.00
101.510.5510	TRAVEL & INCIDENTAL	400.00
101.510.5550	LICENSES	150.00
101.510.5555	TENNIS PROGRAM	1,800.00
101.510.5570	TRAINING & EDUCATION	500.00
101.510.5610	OFFICE SUPPLIES	500.00
101.510.5620	SUPPLIES & MATERIALS	3,000.00
101.510.5670	SOUVENIRS FOR RESALE	700.00
101.510.5690	CONTINGENCY	1,000.00
101.510.5710	EQUIPMENT	500.00
101.510.5980	REFUNDS	0.00
<i>Parks & Recreation Dept - Operating Costs</i>		33,575.00
Total Expenses - Parks & Recreation Dept		\$74,682.50

Transfers & Advances Department

101.190.5920	TRANSFER TO STREET FUND (Fund #201)	0.00
101.190.5921	TRANSFER TO POLICE FUND (Fund #210)	1,025,000.00
101.190.5922	TRANSFER TO FIRE/EMS FUND (Fund #222)	427,000.00
101.190.5923	TRANSFER TO GENERAL CAPITAL FUND (Fund #391)	300,000.00
101.190.5925	TRANSFER TO GENERAL OBLIGATION DEBT FUND (Fund #481)	77,000.00
101.190.5926	TRANSFER TO WATER DEBT FUND (Fund #441)	0.00
101.190.5927	TRANSFER TO SEWER CAPITAL	0.00
101.190.5928	TRANSFER TO STATE HIGHWAY	0.00
101.190.5930	TRANSFER TO CANAL BOAT	0.00
101.190.5950	TRANSFER TO RESERVE FUND (Fund #800)	0.00
101.190.5950	ADVANCES OUT	0.00
Total Transfers to Other Funds		\$1,829,000.00

Total General Fund Expenses **\$2,699,326.75**

Street Fund

201.360.5110	SALARIES & WAGES	112,225.00
201.360.5120	OVERTIME	8,500.00
201.360.5130	VACATION LEAVE CASH OUT	22,330.93
201.360.5140	UNIFORM ALLOWANCES	1,200.00
201.360.5212	EMPLOYER'S PENSION SHARE	17,069.50
201.360.5214	EMPLOYER'S MEDICARE SHARE	1,767.91
201.360.5220	HOSPITALIZATION	25,875.00
201.360.5230	WORKERS COMPENSATION	2,438.50
201.360.5240	UNIFORMS	600.00
<i>Street Dept - Personnel Costs</i>		\$192,006.84
201.360.5310	PROFESSIONAL SERVICES	300.00
201.360.5410	CONTRACTED SERVICES	17,000.00

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201.360.5440	VEHICLE REPAIRS & MAINTENANCE	16,500.00
201.360.5445	REPAIRS & MAINTENANCE	2,000.00
201.360.5455	WASTE DISPOSAL	0.00
201.360.5465	ELECTRIC	4,000.00
201.360.5470	NATURAL GAS	6,500.00
201.360.5480	COMMUNICATIONS	4,200.00
201.360.5530	INSURANCE & BONDING	7,500.00
201.360.5570	TRAINING & EDUCATION	750.00
201.360.5580	PROFESSIONAL MEMBERSHIPS	0.00
201.360.5620	SUPPLIES & MATERIALS	7,000.00
201.360.5630	STREET & STORM WATER MATERIALS	8,000.00
201.360.5640	SMALL TOOLS & EQUIPMENT	2,000.00
201.360.5650	FUEL	15,000.00
201.360.5690	CONTINGENCY	1,000.00
	<i>Street Dept - Operating Costs</i>	<u>\$91,750.00</u>
	Total Street Fund Expenses	<u>\$283,756.84</u>

State Highway Fund

204.360.5465	ELECTRIC	18,870.00
204.360.5630	STREET & STORM WATER MATERIALS	2,700.00
	Total State Highway Fund Expenses	<u>\$21,570.00</u>

Permissive Motor Vehicle License Fund

206.360.5410	CONTRACT SERVICES	20,000.00
206.360.5630	STREET & STORM WATER MATERIALS	55,000.00
	Total Permissive Motor Vehicle License	<u>\$75,000.00</u>

Police Fund

210.250.5110	SALARIES & WAGES	641,475.00
210.250.5115	PART-TIME WAGES	30,000.00
210.250.5120	OVERTIME	35,000.00
210.250.5130	VACATION LEAVE CASH OUT	40,530.99
210.250.5135	HOLIDAY LEAVE CASH OUT	10,500.00
210.250.5140	UNIFORM ALLOWANCES	14,000.00
210.250.5212	EMPLOYER'S PENSION SHARE	136,112.63
210.250.5214	EMPLOYER'S MEDICARE SHARE	10,243.89
210.250.5220	HOSPITALIZATION	146,050.00
210.250.5230	WORKERS COMPENSATION	14,129.50
	<i>Police Dept - Personnel Costs</i>	<u>\$1,078,042.00</u>
210.250.5310	PROFESSIONAL SERVICES	2,200.00
210.250.5410	CONTRACTED SERVICES	35,000.00
210.250.5420	DISPATCHING SERVICE	59,740.00
210.250.5440	VEHICLE REPAIRS & MAINTENANCE	14,000.00
210.250.5465	ELECTRIC	12,000.00
210.250.5470	NATURAL GAS	3,200.00
210.250.5480	COMMUNICATIONS	14,500.00
210.250.5510	TRAVEL & INCIDENTAL	600.00
210.250.5530	INSURANCE & BONDING	10,000.00
210.250.5570	TRAINING & EDUCATION	7,500.00
210.250.5580	PROFESSIONAL MEMBERSHIPS	500.00
210.250.5620	SUPPLIES & MATERIALS	11,000.00
210.250.5650	FUEL	20,000.00
210.250.5680	DISCRETIONARY PURCHASES	4,000.00
210.250.5710	EQUIPMENT	3,000.00
	<i>Police Dept - Operating Costs</i>	<u>\$197,240.00</u>
	Total Police Fund Expenses	<u>\$1,275,282.00</u>

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Drug Enforcement & Education Fund

213.250.5310	PROFESSIONAL SERVICES	0.00
213.250.5510	TRAVEL & INCIDENTAL	0.00
213.250.5570	TRAINING & EDUCATION	0.00
213.250.5620	SUPPLIES & MATERIALS	1,500.00
213.250.5710	EQUIPMENT	0.00
Drug Enforcement & Education Fund Expenses		\$1,500.00

Law Enforcement Trust Fund

216.250.5570	TRAINING & EDUCATION	0.00
216.250.5620	SUPPLIES	0.00
216.250.5710	EQUIPMENT	2,000.00
Law Enforcement Trust Fund Expenses		\$2,000.00

Fire/EMS Fund

222.210.5110	SALARIES & WAGES	346,000.00
222.210.5130	VACATION LEAVE CASH OUT	500.00
222.210.5212	EMPLOYER'S PENSION SHARE	2,200.00
222.210.5214	EMPLOYER'S MEDICARE SHARE	5,017.00
222.210.5216	EMPLOYER'S SOCIAL SECURITY SHARE	21,452.00
222.210.5220	HOSPITALIZATION	3,640.00
222.210.5230	WORKERS COMPENSATION	6,500.00
222.210.5230	UNIFORMS	2,500.00
<i>Fire/EMS Dept - Personnel Costs</i>		\$387,809.00
222.210.5310	PROFESSIONAL SERVICES	3,000.00
222.210.5410	FIRE CONTRACTED SERVICES	7,000.00
222.210.5415	EMS CONTRACTED SERVICES	2,000.00
222.210.5416	EMS BILLING SERVICES	7,500.00
222.210.5420	DISPATCHING	38,000.00
222.210.5440	VEHICLE REPAIRS & MAINTENANCE	17,000.00
222.210.5445	REPAIRS & MAINTENANCE	8,000.00
222.210.5465	ELECTRIC	11,000.00
222.210.5470	NATURAL GAS	8,500.00
222.210.5480	COMMUNICATIONS	12,000.00
222.210.5510	TRAVEL & INCIDENTAL	1,500.00
222.210.5530	INSURANCE & BONDING	7,500.00
222.210.5570	TRAINING & EDUCATION	8,000.00
222.210.5580	PROFESSIONAL MEMBERSHIPS	800.00
222.210.5620	FIRE SUPPLIES & MATERIALS	5,500.00
222.210.5625	EMS SUPPLIES & MATERIALS	9,000.00
222.210.5626	FIRE PREVENTION	2,500.00
222.210.5650	FUEL	8,000.00
222.210.5690	CONTINGENCY	500.00
222.210.5710	FIRE EQUIPMENT	5,000.00
222.210.5715	EMS EQUIPMENT	2,500.00
<i>Fire/EMS Dept - Operating Costs</i>		\$164,800.00
Total Fire/EMS Fund Expenses		\$552,609.00

Canal Boat Fund

285.520.5110	SALARIES & WAGES	22,500.00
285.520.5212	EMPLOYER'S PENSION SHARE	3,150.00
285.520.5214	EMPLOYER'S MEDICARE SHARE	326.25
285.520.5230	WORKERS COMPENSATION	427.50
<i>Canal Boat - Personnel Costs</i>		\$26,403.75
285.520.5310	PROFESSIONAL SERVICES	3,000.00
285.520.5370	FINANCIAL SERVICES	1,200.00

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285.520.5415	VETERINARIAN AND HEALTH SUPPLIES	1,200.00
285.520.5420	STABLE FEES	7,200.00
285.520.5430	FERRIER	800.00
285.520.5435	THEME CRUISE PROGRAMMING	7,700.00
285.520.5440	VEHICLE REPAIRS & MAINTENANCE	750.00
285.520.5570	TRAINING & EDUCATION	200.00
285.520.5620	SUPPLIES & MATERIALS	600.00
285.520.5650	FUEL	500.00
285.520.5690	CONTINGENCY	500.00
285.520.5710	EQUIPMENT	900.00
285.520.5980	REFUNDS	1,000.00
285.520.5995	CHARITABLE PROCEEDS	0.00
	<i>Canal Boat - Operating Costs</i>	<u>\$25,550.00</u>
	Total Canal Boat Fund Expenses	<u>\$51,953.75</u>

Parks Capital Fund

331.510.5730	PARKS CAPITAL PROJECTS	0.00
	Total Parks Capital Fund Expenses	<u>\$0.00</u>

Downtown Capital Fund

381.610.5730	DOWNTOWN CAPITAL PROJECTS	41,000.00
	Total Downtown Capital Funds Expenses	<u>\$41,000.00</u>

General Capital Projects Fund

391.120.5730	ADMINISTRATIVE CAPITAL PROJECTS	95,100.00
391.210.5730	FIRE CAPITAL PROJECTS	16,000.00
391.250.5730	POLICE CAPITAL PROJECTS	45,000.00
391.360.5730	STREETS CAPITAL PROJECTS	192,660.00
	Total General Capital Projects Fund Expenses	<u>\$348,760.00</u>

General Obligation Debt Fund

481.130.5490	COUNTY AUDITOR FEES	3,500.00
481.130.5750	LEASE PAYMENT - 2012 STREET TRUCK	10,291.96
481.130.5810	PRINCIPAL - FIRE STATION SERIES 2006	70,000.00
481.130.5890	INTEREST - FIRE STATION SERIES 2006	40,750.00
	LEASE PAYMENT - 2015 DUMPTRUCK	28,921.00
	CHERRY-LOCUST ST - PRINCIPAL	1,000,000.00
	CHERRY-LOCUST ST - INTEREST	20,000.00
	PRINCIPAL - WOOSTER ST STORM (OPWC)	6,886.36
	Total General Obligation Debt Fund Expenses	<u>\$1,180,349.32</u>

Water Capital Fund

341.310.5730	WATER CAPITAL PROJECTS	107,147.33
	Total Water Capital Fund Expenses	<u>\$107,147.33</u>

Water Debt Fund

441.310.5820	PRINCIPAL - MARKET (OPWC)	0.00
441.310.5830	PRINCIPAL - CANAL (OPWC)	0.00
441.310.5840	PRINCIPAL - WATER TREATMENT PLANT (OPWC)	30,030.00
441.310.5850	PRINCIPAL - NORTHWEST SCHOOL WATERLINE BOND	35,000.00
441.310.5860	PRINCIPAL - MILAN (OPWC)	16,585.00
441.310.5861	PRINCIPAL WATERLINE REPLAC. (OPWC)	45,450.00

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441.310.5895	INTEREST - NORTHWEST SCHOOL WATERLINE BOND	16,868.75
441.310.5905	ADVANCES REPAYMENT	0.00
	Total Water Debt Fund Expenses	\$143,933.75

Water Operating Fund

541.310.5110	SALARIES & WAGES	279,825.00
541.310.5120	OVERTIME	10,300.00
541.310.5130	VACATION LEAVE CASH OUT	20,298.75
541.310.5140	UNIFORM ALLOWANCES	1,800.00
541.310.5212	EMPLOYER'S PENSION SHARE	40,617.50
541.310.5214	EMPLOYER'S MEDICARE SHARE	4,206.81
541.310.5220	HOSPITALIZATION	71,300.00
541.310.5220	WORKERS COMPENSATION	5,802.50
541.310.5240	UNIFORMS	500.00
	<i>Water Operating Fund - Personnel Costs</i>	<i>\$434,650.57</i>
541.310.5310	PROFESSIONAL SERVICES	1,500.00
541.310.5340	LAB SERVICES	3,300.00
541.310.5370	FINANCIAL SERVICES	18,000.00
541.310.5410	CONTRACTED SERVICES	23,000.00
541.310.5440	VEHICLE REPAIRS & MAINTENANCE	5,500.00
541.310.5445	REPAIRS & MAINTENANCE	15,000.00
541.310.5465	ELECTRIC	40,000.00
541.310.5470	NATURAL GAS	2,000.00
541.310.5480	COMMUNICATIONS	26,000.00
541.310.5490	SAFETY PROGRAMS	500.00
541.310.5510	TRAVEL & INCIDENTAL	500.00
541.310.5530	INSURANCE & BONDING	7,000.00
541.310.5555	EPA LICENSE FEE	7,500.00
541.310.5570	TRAINING & EDUCATION	2,100.00
541.310.5580	PROFESSIONAL MEMBERSHIPS	1,100.00
541.310.5620	SUPPLIES & MATERIALS	35,000.00
541.310.5630	STREET & STORMWATER REPAIR SUPPLIES & MATERIALS	2,000.00
541.310.5640	SMALL TOOLS & EQUIPMENT	2,500.00
541.310.5650	FUEL	5,000.00
541.310.5690	CONTINGENCY	5,000.00
541.310.5710	EQUIPMENT	3,500.00
541.310.5980	REFUNDS & REIMBURSEMENTS	1,000.00
	<i>Water Operating Fund - Operating Costs</i>	<i>\$207,000.00</i>
	Total Water Operating Fund Expenses	\$641,650.57

Sewer Capital Fund

351.330.5730	SEWER CAPITAL PROJECTS	133,147.33
	Total Sewer Capital Fund Expenses	\$133,147.33

Sewer Debt Fund

451.330.5820	PRINCIPAL - DENSHIRE (OPWC)	20,860.00
451.330.5830	PRINCIPAL - SOLIDS HANDLING (OPWC)	18,805.00
451.330.5840	PRINCIPAL - HIGH ST (OPWC)	3,880.00
451.330.5850	PRINCIPAL - WWTP INFLUENT BAR SCREEN (OPWC)	8,700.00
	Total Sewer Debt Fund Expenses	\$52,245.00

Sewer Operating Fund

551.330.5110	SALARIES & WAGES	279,825.00
551.330.5120	OVERTIME	10,300.00

RECORD OF RESOLUTIONS

Tampa Logo Sign, Inc. Fax # 813 268 8888

Resolution No. _____

Passed _____

20____

551.330.5130	VACATION LEAVE CASH OUT	20,298.75
551.330.5140	UNIFORM ALLOWANCES	1,800.00
551.330.5212	EMPLOYER'S PENSION SHARE	40,617.50
551.330.5214	EMPLOYER'S MEDICARE SHARE	4,206.81
551.330.5220	HOSPITALIZATION	71,300.00
551.330.5230	WORKERS COMPENSATION	5,802.50
551.330.5240	UNIFORMS	500.00
	<i>Sewer Operating Fund - Personnel Costs</i>	\$434,650.57
551.330.5310	PROFESSIONAL SERVICES	2,000.00
551.330.5340	LAB SERVICES	7,500.00
551.330.5370	FINANCIAL SERVICES	17,000.00
551.330.5410	CONTRACTED SERVICES	27,000.00
551.330.5440	VEHICLE REPAIRS & MAINTENANCE	8,000.00
551.330.5445	REPAIRS & MAINTENANCE	34,000.00
551.330.5447	LIFT STATION REPAIRS & MAINTENANCE	10,000.00
551.330.5450	SLUDGE REMOVAL	17,500.00
551.330.5455	WASTE DISPOSAL	0.00
551.330.5465	ELECTRIC	100,000.00
551.330.5467	ELECTRIC - LIFT STATIONS	47,000.00
551.330.5470	NATURAL GAS	1,400.00
551.330.5480	COMMUNICATIONS	7,000.00
551.330.5487	COMMUNICATIONS - LIFT STATIONS	8,000.00
551.330.5490	SAFETY PROGRAMS	500.00
551.330.5510	TRAVEL & INCIDENTAL	500.00
551.330.5530	INSURANCE & BONDING	8,500.00
551.330.5555	EPA LICENSE FEE	5,000.00
551.330.5570	TRAINING & EDUCATION	2,000.00
551.330.5580	PROFESSIONAL MEMBERSHIPS	500.00
551.330.5620	SUPPLIES & MATERIALS	50,000.00
551.330.5630	STREET & STORMWATER REPAIR SUPPLIES & MATERIALS	2,000.00
551.330.5640	SMALL TOOLS & EQUIPMENT	2,500.00
551.330.5650	FUEL	9,000.00
551.330.5690	CONTINGENCY	5,000.00
551.330.5710	EQUIPMENT	2,500.00
551.330.5980	REFUNDS & REIMBURSEMENTS	1,000.00
551.330.5990	TRANSFERS OUT	0.00
	<i>Sewer Operating Fund - Operating Costs</i>	\$375,400.00
	Total Sewer Operating Fund Expenses	\$810,050.57

Storm Sewer Fund

561.360.5445	REPAIRS & MAINTENANCE	30,000.00
561.360.4995	ADVANCE TO GENERAL FUND	20,000.00
	Total Storm Sewer Fund Expenses	\$50,000.00

RECORD OF RESOLUTIONS

City of Legal Blank Inc. Form No. 300-05

Resolution No. _____

Passed _____

20__

Section 2: Council directs that the capital expenditure portion of the budget in Section 1 above shall consist of the following planned capital projects.

Project Name	Cost
<u>Parks Capital Project Fund</u>	
Miscellaneous Capital	0.00
Parks Capital Project Fund Total	0.00
<u>Downtown Capital Project Fund</u>	
City Sidewalk Plan	20,000.00
Replace Downtown Boardwalk	21,000.00
Downtown Capital Project Fund Total	41,000.00
<u>General Capital Project Fund</u>	
<i>Administration Department</i>	
Replace City Hall Server	9,000.00
St. Helena Park Playground/Surface	71,000.00
Painting City Hall, Various Other Buildings	15,100.00
<i>Administration Department</i>	95,100.00
<i>Fire Department</i>	
Replace Thermal Imaging Camera	8,000.00
Repave Westside Fire Station Driveway	8,000.00
<i>Fire Department</i>	16,000.00
<i>Police Department</i>	
New Police Cruiser	45,000.00
<i>Police Department</i>	45,000.00
<i>Street Department</i>	
Chip & Seal Street Program	80,000.00
Concrete Road Replacement	40,000.00
Asphalt Patching	30,000.00
Ventrac Mower	9,660.00
New Pickup Truck	33,000.00
<i>Street Department</i>	192,660.00
General Capital Project Fund Total	\$348,760.00
<u>Water Capital Project Fund</u>	
Ventrac Mower	\$8,970.00
Repair and Clean Well Pump #5	25,000.00
Pave Road Around Water Treatment Plant	1,000.00
Replace Roof at Water Treatment Plant	13,500.00
Repair Siding on Roof	2,000.00
Clear Well Level Controls	2,000.00
Jet N' Vac Vacuum Trailer	27,344.00
Upgrade Handheld Meter Readers	15,000.00
GIS Mapping	8,333.33
Miscellaneous Capital	4,000.00
Water Capital Project Fund Total	\$107,147.33
<u>Sewer Capital Project Fund</u>	
Ventrac Mower	\$8,970.00
Chip & Seal Road around WTP	18,000.00
Replace 3 Diffusers	6,000.00
Sandblast and Paint #2 Clarifier	16,500.00
Upgrade Handheld Meter Readers	15,000.00
Jet n' Vac Vacuum Trailer	27,344.00
Liftstation D&F Repairs	25,000.00

RECORD OF RESOLUTIONS

City of Canal Fulton, Ohio, Form No. 20022

Resolution No. _____

Passed _____

20__

Clean #2 Tank w/Super Sucker	4,000.00
GIS Mapping	8,333.33
Miscellaneous Capital	4,000.00
Sewer Capital Project Fund Total	\$133,147.33

Section 3: City Council authorizes the administration of the City to amend this budget without approval of Council or Council Committees provided all changes are reported to Council and the changes do not result in the revised budget exceeding the appropriations for the fiscal year ending December 31, 2017, which shall be established by Council via a separate appropriations ordinance.

Section 4: This Resolution shall take effect and be in full force and effect from and after the earliest period allowed by law.

ATTEST:

Joseph A. Schultz, Mayor

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 _____, 16, 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 website 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



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 # 89-5000498

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