

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

May 3, 2016

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. Swearing in- Fire

Dan Pappas
Donald Agnew

5. REPORTS OF STANDING COMMITTEES

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

7. CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

April 19, 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
- o Finance Director
- o City Manager
- o Mayor - Senior Citizen Commission Appt
- o Parks & Recreation Board
- o Law Director

9. THIRD READINGS

Ordinance 7-16: An Ordinance by the Council of the City of Canal Fulton Ohio to Vacate a Portion of the South Side of Forge to Milan Streets

Ordinance 8-16: An Ordinance Amending Ordinance 19-85, Employee Leave Benefits, and Repealing any Ordinances in Conflict Therewith

Ordinance 9-16: An Ordinance Amending Ordinance 1-16, Rates of Pay for Safety Forces Part-time Employees, and Repealing any Ordinances in Conflict Therewith

Ordinance 10-16: An Ordinance Amending Ordinance 34-15, and Providing for Changes to Previously Authorized Appropriations.

Ordinance 11-16: An Ordinance by the Council of the City of Canal Fulton, Ohio Approving the Canal Lands II Annexation of 62 Acres More or Less from Lawrence Township, Stark County Ohio.

10. SECOND READINGS

11. FIRST READINGS

Resolution 7-16: 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 Services for the High Street Waterline Replacement.

Resolution 8-16: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into a Supplemental Sewer Service Agreement with Stark County, Ohio.

Resolution 9-16: A Resolution by the Council of the City of Canal Fulton, Ohio in Support of the Continuation of the Ohio History Fund by the State of Ohio

12. P.O.s

P.O. 09350 to Multi Vendor in the amount of \$10,000.00 for Asphalt

P.O. 10830 to Clark, Schaeffer & Hackett in the amount of \$22,750.00 for Annual Financial Audit.

13. BILLS: No 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
April 19, 2016

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Council Members in attendance: Sean Craney, Nellie Cihon, Dan Bucher, Jr. and Sue Mayberry, Scott Svab and Danny Losch

City Staff in attendance: Fire Chief Ray Durkee, Police Chief Doug Swartz, Law Director Scott Fellmeth and Council Clerk Teresa Dolan

Others in attendance: Chell Rossi, Joan Porter, Ken Roberts, Elizabeth and Joel Durkin, Dennis Downing, Victor Colaianni, Tiffany Craney, Sara Batko

REPORTS OF STANDING COMMITTEES

Sean Craney reported that the Economic Development Committee met prior to the meeting to discuss food vendors and the old school property. The committee asked the Law Director about legislation in regards to street or food vendors in the City. Residents were in attendance in the meeting and voiced what they would like to see happen with the old school property. Mr. Craney said there was great input on ideas including park space, single family homes, and parking. They will revisit this topic once the lot is cleared. Mayor Schultz thanked all for their input.

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

None

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

April 5, 2016

A motion was made to approve the April 5, 2016 meeting minutes by Nellie Cihon, second by Sue Mayberry. All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No report

Community Service – No report

Fire Chief – Fire Chief Ray Durkee reported that Community Day was a great event. He thanked everyone for coming out somewhat congratulated Police Chief Doug Swartz on winning the wheelchair basketball game fundraiser for Community Connections. Chief Durkee also stated that there was a difference in the way Lawrence Township and the City fire departments were rated differently by the inspector due to fire flow for buildings.

Police Chief - A report was included in the packet. Police Chief Doug Swartz thanked everyone for coming to the basketball game and supporting them. Chief Swartz stated that he felt this was something the departments need to do more often. Chief Swartz turned his portion of the meeting over to Victor Colianni. Mr. Colianni reported that he spoke with Senator Frank LaRose and the Senator suggested that we consider we and Lawrence Township consider forming a Public Service District. If the fire departments became a district and the police departments become a district they would fall under the Public Service District. This eliminates creating five or six governmental bureaucratic entities. Right now this is not legal to do with different entities, but Senator LaRose is creating legislation to do this. It should be in committee hearings in September and go to vote early next year. Mr. Colianni asked how it would be funded. Senator LaRose said the monies would be separate similar to street, police, water and fire now.

Engineer – City Engineer Bill Dorman brought Council up on the current projects in the City. Mr. Dorman stated that road closures will be taking place for the Cherry Locust Intersection project to relocate gas lines. Poplar Street will have some closure but will be open for school bus routes.

Streets – No report

Public Utilities – No report

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Finance Director – The March Financial were included in the report.

A motion was made to approve the March Financials by Sue Mayberry, second by Danny Losch. All Council Members voted yes. Motion approved.

City Manager – A monthly report was included in the packet. City Manager Mark Cozy went over his report noting that the energy audit was done and Johnson Controls can present their findings to committee on how we could save some money.

Mr. Cozy reported that there were no more quotes as of yet for the emergency waterline repair on Locust. Mr. Cozy said he felt better bidding the project out and planning the work, but it needed to be repair needed to be completed before this winter.

Mr. Cozy noted that the planning grant with Stark Parks will be having a meeting on May 9, 2016. The grant would include designing a plan for pedestrian/bikeway/park development and historical preservation.

Mr. Cozy updated Council on the construction inspection engineering proposal review committee. The proposals were given and the committee would like a second committee meeting with company chosen.

Mr. Cozy talked about a right-of-way vacation request from John Hatfield. Mr. Cozy would like to do the plat. If the vacation is not done, we would pay for the plat. Mr. Hatfield will pay if the vacation goes through. The hotel developer would like the vacation to go through to clean up the property.

A voice motion to do the vacation plat was made by Danny Losch, second by Nellie Cihon. Sue Mayberry voted no, all other Council Members voted yes. Motion approved.

Mr. Cozy stated the cleaning of the Canal should be done this week.

Mr. Cozy stated that he had spoken with ODOT at Government Day about the Michigan U-turns. He asked that before any were developed on State Route 21 by Butterbridge and Marshalville to hold public hearings to get input as this will affect traffic through Canal Fulton.

Mayor - Mayor Joe Schultz stated that he attended the NEO City Manager's meeting and it was enlightening. He said speakers included the Director of the Gaming Commission.

Mayor Schultz stated the May 14, 2016 was the Kick Off to Summer and start of the season for the Canal Boat.

Mayor Schultz stated that he would like to present some student awards at the May 17, 2016 Council Meeting.

Parks & Recreation Board – No Report

Law Director – No Report

THIRD READINGS

Resolution 5-16: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into an Amended Agreement with the First Energy Solutions Corp.

A motion was made to approve Resolution 5-16 by Nellie Cihon, second by Sean Craney. All Council Members voted yes. Motion approved.

SECOND READINGS

Ordinance 7-16: An Ordinance by the Council of the City of Canal Fulton Ohio to Vacate a Portion of the South Side of Forge to Milan Streets

Ordinance 8-16: An Ordinance Amending Ordinance 19-85, Employee Leave Benefits, and Repealing any Ordinances in Conflict Therewith

Ordinance 9-16: An Ordinance Amending Ordinance 1-16, Rates of Pay for Safety Forces Part-time Employees, and Repealing any Ordinances in Conflict Therewith

Ordinance 10-16: An Ordinance Amending Ordinance 34-15, and Providing for Changes to Previously Authorized Appropriations.

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Ordinance 11-16: An Ordinance by the Council of the City of Canal Fulton, Ohio Approving the Canal Lands II Annexation of 62 Acres More or Less from Lawrence Township, Stark County Ohio.

FIRST READINGS

Resolution 6-16: A Resolution by the Council of the City of Canal Fulton to enter into a contract with Wenger Excavating, Inc. for construction of the STA 93 – Cherry/Locust Intersection Project, PID90972 and Declaring an Emergency

A motion was made to award the bid for Contract for the STA-93 Cherry/Locust Intersection project to Wenger Excavating by Sean Craney, second by Dan Bucher. All Council Members voted yes. Motion approved.

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

A motion as made to approve Resolution 6-16 under suspension of the rules by Danny Losch, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O.s

P.O. 10818 Stark County Park District in the amount of \$6,000.00 for rental of long reach excavator for canal clean up reimbursement to Stark Parks.

A motion was made to approve P.O. 10818 by Sean Craney, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 10811 to Huntington National Bank in the amount of \$1,012,500.00 for bond anticipation note-debt payment

A motion was made to approve P.O. 10811 by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 10812 to DJL Materials and Supply in the amount of \$7,922.00 for three pallets of crack sealant, four buckets of spray & rental of machine

A motion was made to approve P.O. 10812 by Dan Bucher, second by Sue Mayberry. All Council Members voted yes. Motion approved.

P.O. 10820 to Ohio Muni Joint Self Insurance Pool in the amount of \$47,144.00 for 2016 Property & Liability Insurance

A motion was made to approve P.O. 10820 by Nellie Cihon, second by Scott Svab. All Council Members voted yes. Motion approved.

BILLS: \$536,075.58

A motion was made to approve the March Bills by Nellie Cihon, second by Scott Svab. All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Nellie Cihon stated that she would like to go with Mark Cozy's recommendation of hiring Erin Bigelow to oversee Canal Days. She commended Erin on the good job she has done.

Sue Mayberry asked if we knew what the time would be to bring Erin up to full time. Mrs. Cihon stated the Finance Director had all that.

Mr. Cozy said it would be just to increase her hours at this time. Mrs. Cihon said that they are dragging their feet at this time and it is not what the residents want.

Mayor Schultz asked Mr. Fellmeth if we could do a public discussion right now. Mr. Fellmeth said that was ok to bring it up. He felt that Mrs. Cihon wanted to turn Canal Days over to the City. Mayor Schultz said the issue was financial and where the money was going to go. We are taking tax payers dollars to pay one of our employees to do

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fundraising and organization for a private organization. He said he had an issue and wants the financial information from last year.

Sara Batko said the Chamber has never been a 501c3. This was a community event to raise money to keep the chamber afloat and they would make donations to community organizations. Sara said it would be a great year if they made \$20,000.00 and they would donate some and the rest was seed money for next year.

Sara explained there are only checkbooks with no QuickBooks for budgeting. There are no financials per say.

Sean Craney said Erin devoting time to this, the City does devote time. Mr. Craney said in years past Teresa has devoted her time to it. Mr. Craney said he felt we needed a proper point of representation now. Erin's visibility as the Canalway Director is the perfect fit.

Council Clerk Teresa Dolan stated she is hearing the big problem is that the City is and has been doing all of this work for Canal Days, then in turn, the money is used to run the Chamber of Commerce and no money is being given to any organizations. This has not been done since the former Chamber Administrator, Donna, has passed away. What the City is doing is the City is using our resources and we are donating our resources to run Canal Days and our money in turn is used to run the Chamber. Mrs. Dolan said she felt that people don't want that. People want to know where their money is going. If our Police are donating services, is that something tax payers want to donate to run the chamber.

Mrs. Batko said we donated a portion and the chamber used to pay a portion of the police work. The fire department received a donation towards the explorers. But the Fire Department is not paid. Mrs. Batko said there used to be sponsorships for the Mayor's student works program. She said she can see the struggle trying to raise money because there has been negative publicity.

Mayor Schultz stated that he and Mark Cozy met with Dennis Downing and if Erin's services would be billed so that the City's taxpayers were not paying for that.

Mrs. Mayberry said the Canal Days Festival Inc. is a non-profit. The fact that they are a nonprofit and a committee is actually that wanted to know how that sits with the City taking it over. She said that she heard tonight that we were taking it over.

Mr. Craney said the original intent was to help them. We have asked what we can do to help and there has been no reciprocal communication. Mr. Craney stated that he had asked for a letter to help assist with fireworks donations, and he has not received anything.

Mayor Schultz stated that possession was nine tenths of the law. If he is writing a check to the committee, they have the money and at the end of the year, Mayor Schultz said his question is, is that the City's money or is it the Chamber's money. If we are taking this thing over, then the checks should be made to us.

Danny Losch stated that he asked Sara Batko to come tonight because of her knowledge of the festival.

Mrs. Dolan stated that she felt that for those that have been involved in Canal Days and when Donna passed and she stepped up with street placement, those of us that have been so involved to watch the festival go down the tubes and say I am not going to have anything to do with it, is disheartening and it hits your core, because you want it to be successful. Mrs. Dolan said the complaints will be taken by her. Everyone calls in to the City and it is already happening. People are calling and stating they can't get their contracts. No one is getting back to them. She said she asked for the contracts so that if the Chamber did not have time to give the contracts out, when people call she could email them to them. For those who have worked hard on this it is disheartening.

Chell Rossi stated that Nellie Cihon was trying to convey that we have a festival that is failing and the City will be blamed for it. We have no choice but to pick it up and try it for one year. If this does not work with Erin this year, this does not mean we have to continue, but rescue it this year. Mrs. Batko said we needed a point person.

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Mr. Fellmeth stated he was going to look into the legality of taking it over.

REPORT OF PRESIDENT PRO TEMPORE

Sean Craney said Chocolate on the Canal was this Saturday. Tickets could be sold if for a chance at winning a \$300 raffle basket.

Mr. Craney stated that he was working with Zack Gillespie in regards to raising money for the brx park. A new set of wooden ramps are coming in the next few weeks.

REPORT OF SPECIAL COMMITTEES

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Judy Compton – 792 Beverly

Ms. Compton asked for assistance with repairing and taking over her road.

Mr. Cozy stated that he would look into them taking part in the Chip and Seal program and the homeowners association paying for their road to be included this year.

Tiffany Craney – Owner, Dragonfly Tea Room

Mrs. Craney brought up some concerns on the two hour parking that is downtown. When she has special events at the tea room it is very hard to be limited to two hours of parking. Mr. Cozy stated that they could petition for those signs to be removed. This could possibly go to a committee for review also.

Victor Coliainni - 726 Redwood

He asked Council to consider making the old school property into parking. Especially if the hotel comes in.

Sara Batko asked what we were doing about Canal Days.

Nellie Cihon said there is a meeting on April 27th at 6:00pm and Sara should attend. Mayor Schultz said he wanted to reiterate that we needed to sit down with the Chamber with the understanding that we are taking it over. They have to relinquish it. Mayor Schultz said we would be attending them meeting.

ADJOURNMENT

The meeting was adjourned at 8:38pm

Meeting minutes prepared by: Teresa Dolan

Meeting Minutes approved by Mayor Joseph A. Schultz

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No:

7-16

Passed

, 20

**AN ORDINANCE BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO VACATE A PORTION OF
THE SOUTH SIDE OF FORGE AND
MILAN STREETS.**

WHEREAS, the City of Canal Fulton has received a request by City property owners to vacate a portion of the South side of Forge and Milan Streets, and

WHEREAS, the Canal Fulton Planning Commission has reviewed the proposal of the portion to be vacated in regular session on March 17, 2016, and

WHEREAS, the Planning Commission has made a determination that the portion to be vacated is not needed by the City, and

WHEREAS, a public hearing and notice thereof have been held and given.

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

The City of Canal Fulton agrees to vacate a portion of the South side of Forge and Milan Streets pursuant to legal description on plat 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 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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

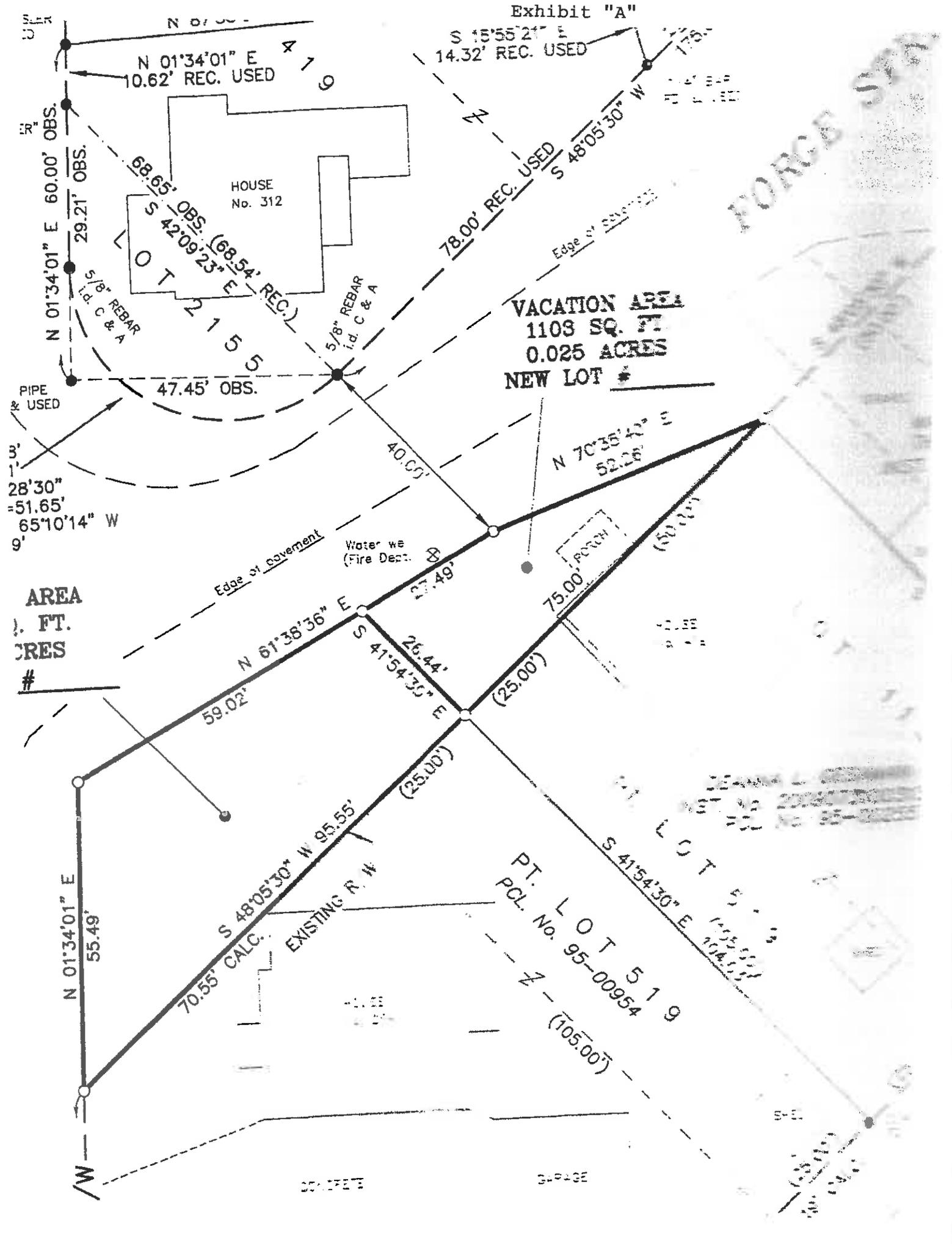
Passed _____, 20____

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"



N 01°34'01" E
10.62' REC. USED

S 15°55'21" E
14.32' REC. USED

HOUSE
No. 312

LOT 2155
S 42°09'23" E (68.54' REC.)
68.65' OBS.

78.00' REC. USED
S 48°05'30" W

VACATION AREA
1108 SQ. FT
0.025 ACRES
NEW LOT *

PIPE & USED
3' 1"
28'30"
=51.65'
65°10'14" W
9'

47.45' OBS.

N 70°35'42" E
52.26'

Edge of pavement

Water we (Fire Dept.)

AREA
SQ. FT.
ACRES
#

N 61°38'36" E
59.02'

S 41°54'35" E
26.44'

75.00' (25.00')

N 01°34'01" E
55.49'

70.55' CALC.
S 48°05'30" W 95.55'

EXISTING R. W.

PT. LOT 519
PCL. No. 95-00954
S 41°54'30" E
(105.00')

FORCE SURV

SCALE

DATE

RECORD OF ORDINANCES

BEAUMONT GRANTING 807-303-8004 FORM NO. 30243

Ordinance No. 8-16

Passed _____, 20____

AN ORDINANCE AMENDING ORDINANCE 19-85, EMPLOYEE LEAVE BENEFITS, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the Canal Fulton City Council wishes to amend the leave benefits for full-time non-bargaining employees to better match the benefits given to employees covered by the collective bargaining agreements, and

WHEREAS, Ordinance 19-85 (Chapter 141 of the Administrative Code) addresses full-time non-bargaining leave benefits, and

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

Section 1: Chapter 141.18 (b) of the Administrative Code is amended as follows:

(b) Vacations.

(1) Provisions for vacations apply only to full-time employees.

Years of Full-Time Service			
1-4	5-9	10-14	15 years or more
Paid vacation days at eight hours per day			
10 days	15 days	20 days	25 days

(2) Years of service shall be determined from the anniversary date of hire.

(3) The period of vacation requested by all employees is subject to the approval of the department head, and shall be submitted in writing at least ten working days in advance of the requested time.

(4) All employees covered under this policy shall become eligible for their vacations under the provisions of the above schedule on the anniversary date of their hiring and must take their allotted time away from actual work in lieu of days away from the work place unless prior approval is granted by Council.

(5) Vacation is not cumulative and must be taken in the calendar year of eligibility, except that up to one week of vacation may be carried over to the following year with the employee's supervisor's approval.

(6) Any employee who leaves the employment of the City, whether by resignation, layoff, retirement or discharge is paid a lump sum at the time of leaving which compensates fully for any vacation entitled to but not taken.

Section 2: Chapter 141.18 (c) of the Administrative Code is amended as follows:

(c) Holidays.

(1) Provisions for holidays apply only to full-time employees.

(2) The City shall observe the following paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day

RECORD OF ORDINANCES

COUNCIL OFFICES 605-425-5294 FAX 605-425-5295

Ordinance No. _____ Passed _____, 20____

Thanksgiving Day
The day after Thanksgiving
Christmas Eve.
Christmas Day.

(3) If any holiday falls on a Saturday, it will be observed the preceding Friday. If any holiday falls on a Sunday, it will be observed the following Monday.

(4) On Good Friday and other nationally recognized religious days, all offices will be open all day, but employees will be allowed reasonable time off with pay to attend religious services. The department head must be notified of intentions to attend such religious services prior to departure.

(5) In order to be eligible for a holiday with pay, an employee must work the scheduled work-day before and after the observed holiday. Personal days and vacation days are considered "hours worked" for holiday pay eligibility.

(6) With the exception of police officers, if an employee works on a paid holiday he shall be paid at the rate of one and one-half times the hourly wage in addition to the holiday pay.

(7) After one year of service, an employee shall be entitled to three personal paid leave days each year to be used at the employee's discretion but with the prior approval of the department head. Unused personal leave shall not accumulate from year to year.

(8) With the exception of police officers, any full-time member of the safety forces who works a day designated as a holiday shall be given time off to replace the holiday worked. "Holiday replacement day" shall be selected and taken within sixty days of the actual holiday and prior approval of the Department Chief to take the day off is required.

(9) Holiday pay for police officers shall be governed by the following rules:

A. All police officers that work on a day designated as a holiday will be paid at the rate of one and one-half times the officers regular rate of pay.

B. All police officers will receive five holiday days to be used at the officer's discretion, with the police chief's approval, between January 1 and June 30.

C. All police officers will receive five holidays to be used at the officer's discretion, with the police chief's approval, between July 1 and December 31.

D. All holidays must be requested in writing to the police chief at least seven days in advance of the day off requested. The seven days may be waived at the Chief's discretion.

E. All holidays must be used within each six month segment, and may not be carried over.

F. During the last month of each six month segment an officer may request payment for any unused holiday. Payment will be based upon eight or ten hours per day, whichever is applicable, at the officer's normal rate.

G. Unused holiday time will be paid separately and will not be calculated with the officer's normal weekly pay as overtime.

Section 3: All other ordinances inconsistent herewith are repealed.

Section 4: This Ordinance shall be applied retroactively to January 1, 2016.

Joseph Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

36872/07/11/13 100-215-10714 FORM NO. 92043

Ordinance No. _____ Passed _____, 20____

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 ORDINANCES

BEAR GRAPHICS 800-325-8187 FORM NO. 3004

Ordinance No. 9-16

Passed _____, 20____

AN ORDINANCE AMENDING ORDINANCE 1-16, RATES OF PAY FOR SAFETY FORCES PART-TIME EMPLOYEES, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

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

WHEREAS, the Canal Fulton City Council acknowledges the practice of amending hourly firefighter and EMT pay rates only in coordination with Lawrence Township Trustees, and

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

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

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

<u>FIRE DEPARTMENT OFFICERS</u>	<u>PER YEAR</u>
Chief	\$21,012.00
Assistant Chief	\$10,496.54
Captain (Maximum of 2)	\$7,174.44
Lieutenant (Maximum of 3)	\$3,532.03

<u>FIRE DEPARTMENT</u>	<u>HOURLY RATE</u>
Paramedic/Firefighter	\$14.50
EMT-Advanced/Firefighter	\$13.31
EMT-Basic/Firefighter	\$12.13
Non-EMT Firefighter	\$11.12
Orientation / Probationary	Minimum Wage
Officer-in-Charge	\$1.00 per hour additional
Fire Inspector	\$13.69 or the employees hourly rate based upon EMT certification level, which ever is greater.

<u>FIRE DEPARTMENT</u>	<u>HOLIDAY PAY</u>
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Employees who provide joint staffing for medical and fire services shall receive holiday pay at one and one-half of their regular rate of payment for the following days:

- A. New Years Eve
- B. New Years Day
- C. Memorial Day
- D. Independence Day
- E. Labor Day
- F. Thanksgiving Day

RECORD OF ORDINANCES

BEAR GRAPHICS 832-325-3191 FAX 832-325-3103

Ordinance No. _____

Passed _____, 20_____

- G. Christmas Eve
- H. Christmas Day

Section 2: All other ordinances inconsistent herewith are repealed.

Section 3: This Ordinance shall be applied retroactively to January 1, 2016.

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

Joseph 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 ORDINANCES

BEAR GRAPHICS, 800-225-8984 FORM NO. 30043

Ordinance No. 10-16

Passed _____, 20____

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

WHEREAS, it is necessary for the City of Canal Fulton to authorize additional appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2016, which were not anticipated or included in Ordinance 34-15, as the City's 2016 Appropriation Ordinance, and

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

Section 1: City Council authorizes the Finance Director to increase the General Fund appropriations by \$30,000 in order to pay additional costs associated with processing income tax refunds.

General Fund - Income Tax Dept			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	197,715.67	30,000.00	227,715.67

Section 2: This Ordinance shall take effect and be in full force and effect from and after the earliest period allowed by law.

Joseph 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 ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3004s

Ordinance No. 11-16

Passed _____, 20____

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO APPROVING THE CANAL LANDS II ANNEXATION OF 62 ACRES MORE OR LESS FROM LAWRENCE TOWNSHIP, STARK COUNTY, OHIO.

WHEREAS, the owners of the property, have submitted a petition to annex 62 acres, more or less, located in Lawrence Township, Stark County, Ohio, and

WHEREAS, the Stark County Commissioners passed a Resolution approving said annexation on October 30, 2015, and

WHEREAS, the transcript of the said proceedings were filed with this City on February 2, 2016, and

WHEREAS, the necessary sixty days have elapsed.

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

Section 1: The proposed annexation as applied for in the petition of the Canal Lands II property, approved for annexation to the City of Canal Fulton by the Board of County Commissioners on October 30, 2015 is hereby accepted. The territory to be annexed is described as follows:

See Exhibit "A" attached hereto.

The certified transcript of the proceedings for annexation, with an accurate map of the territory, together with the petition for annexation and other papers relating to the proceedings for the County Commissioners, are on file with the Clerk of Council, City of Canal Fulton, and have been more than sixty days.

Section 2: The Clerk of Council is directed to make three copies of this Ordinance, to each of which shall be attached a copy of the map accompanying the petition for annexation, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, and a certificate as to the correctness thereof. The Clerk of Council shall then forthwith deliver one copy to the County

RECORD OF ORDINANCES

Doyco Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

Auditor, one copy to the County Recorder and one copy to the Secretary of State, and shall file notice of the annexation with the Board of Elections within thirty days after it becomes effective, and the Clerk shall do all other things required by law.

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 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

RESOLUTION NUMBER FORM NO. 8004

Resolution No. 7-16 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 THE HIGH STREET WATERLINE REPLACEMENT.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the High Street Waterline Replacement in Canal Fulton, Stark County, Ohio, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide professional engineering services needed to implement and develop those 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 the High Street Waterline Replacement 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

SER/bp



Exhibit "A"

CTI Engineers, Inc.
One Cascade Plaza
Suite 710
Akron, Ohio 44308
Phone 330.294.5996
Fax 330.315.0945
www.ctiengr.com

April 13, 2016

Mr. Mark Cozy, City Manager
City of Canal Fulton
155 E. Market St.
Canal Fulton, Ohio 44814

**Subject: Proposal to Provide Professional Engineering Survey & Design Services
High Street Waterline Replacement
CTI Proposal No. EP16030**

Dear Mr. Cozy:

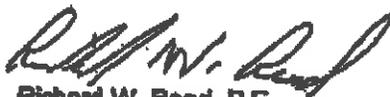
CTI is pleased that the City of Canal Fulton has requested our proposal for professional engineering services for design of replacement waterline on High Street, from Water St. to Leaver St., for a total project length of approximately 540 feet of waterline.

Attached are Appendix A General Conditions, and Appendix B Scope of Services, which describe our proposed efforts in greater detail. CTI proposes to perform the tasks outlined therein for a cost-plus fee not to exceed Nine Thousand Eight Hundred Dollars (\$9,800.00). This work will be invoiced monthly based on actual hours worked. We have also prepared and attached an Engineering Agreement for your use.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions or desire any changes in the proposed scope of services, please do not hesitate to call.

Very truly yours,

CTI Engineers, Inc.


Richard W. Reed, P.E.
Vice President


David L. Koontz, P.E.
Project Manager

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., One Cascade Plaza, Suite 710, Akron, Ohio 44308 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the High Street Waterline Replacement Design (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 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 fee will not exceed Nine Thousand Eight Hundred Dollars (\$9,800.00) 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, payroll taxes, overhead and profit. 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 costs 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.

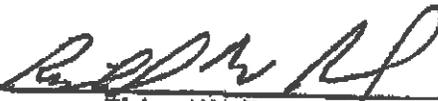
Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon authorization from the CLIENT.

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.

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.

SIGNATURES

ENGINEER

BY 
Richard W. Reed, P.E.

DATE 4-14-16

CITY

BY _____
Mark Cozy, City Manager

DATE _____

BY _____
William Rouse, Finance Director

DATE _____

The foregoing Agreement is Approved as to Form:

BY _____
Scott E. Fellmeth, Law Director

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.
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 insurance coverage available at the time of settlement or judgment. 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

APPENDIX A

PAGE 2

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.
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.
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, 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,

APPENDIX A

PAGE 3

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 consultants 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 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 or the CLIENT to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI or the CLIENT 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.

SCOPE OF SERVICES

This scope describes the professional engineering services of design and plan preparation for replacement of waterline along High Street, from Water St. to Leaver Rd. The work described results in a total project length of approximately 540 feet of replacement waterline.

A. Design Phase Services of CTI Engineers, Inc. (CTI)

1. Perform survey of topography and property for the project, for a length of approximately 600 feet on both sides of the streets for the waterline replacement.
2. Perform preliminary engineering including record research of existing utilities, to determine the proposed waterline replacement location.
3. Prepare plan/profile construction drawings for approximately 540 linear feet of waterline construction along the above-described routes, with new fire hydrants and water service lines, and a schematic plan drawing for approximately 1,020 feet of waterline to be abandoned.
4. Develop typical sections for the water trenches, including surface restoration.
5. Plans will be prepared on 22" x 34" sheets showing both the plan view at 1" = 20' scale and a profile view at 1" = 5' vertical scale. The schematic Stormwater Pollution Prevention Plan will be prepared at 1" = 50' scale, without a profile view. The improvement drawing sheets will also include a Title Sheet, Survey Sheet, General Notes, and Details.
6. The State of Ohio Department of Transportation (ODOT) Location and Design (L&D) Manuals, Construction and Material Specifications (C&MS), and standard details will be used on the project.
7. Prepare technical specifications or plan notes for any items not covered by ODOT C&MS.
8. Prepare a Storm Water Pollution Prevention Plan. Submit the SWPPP to the Stark Soil & Water Conservation District, along with their application form. An Ohio EPA a Notice-of-Intent (NOI) application for storm water discharge permit will not be required, since the area of land disturbance will be less than one (1) acre.
9. An Ohio EPA Water Supply Data Sheet application will not be required since this is a replacement waterline.
10. Prepare an opinion of the probable cost of construction and a Bid Sheet for the project.
11. Prepare a Project Manual consisting of the Bid Sheet, General Specifications, Technical Specifications, plus miscellaneous contract documents and prevailing wages, etc. to be provided by the City.

B. Responsibilities of City of Canal Fulton (CLIENT)

1. Provide all criteria and full information as to its requirements for the project.

2. 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.
3. 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.
4. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
5. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
6. Provide payment for plan review, or other fees required by the Ohio EPA, or other reviewing agencies.

C. Additional Services

The following services are not included in the above Scope of Services, but are available to the CLIENT from CTI as additional services subject to additional compensation:

1. Wetlands delineations or determinations or other permits that may be required by the Army Corps of Engineers or other regulating agencies.
2. Preparation of easement and/or right-of-way descriptions and drawings.
3. Services during bidding and construction.
4. Assistance with calculation of special assessments.

RECORD OF RESOLUTIONS

OPTIONAL FORM NO. 5020

Resolution No. 816

Passed _____

, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A SUPPLEMENTAL SEWER SERVICE AGREEMENT WITH STARK COUNTY, OHIO.

WHEREAS, the City and the County entered into a sewer service agreement on August 6, 1981, Supplemental No. 1 on March 11, 1997, Supplemental No. 2 on June 8, 1999, Supplemental No. 3 on February 17, 2010 and Supplemental Agreement No. 4 on June 24, 2015 said Agreements referred to as the Basic Agreement; and

WHEREAS, the City and the County find it necessary to enter into a supplemental agreement for the purpose of modifying the Basic Agreement; and

WHEREAS, the County has heretofore established Stark County Metropolitan Sewer District (hereinafter referred to as the "District") for the purpose of preserving and promoting the public health and welfare, the boundaries thereof being all of the unincorporated territory in the County, together with the Villages of East Sparta, Hills and Dales, Meyers Lake, East Canton, Waynesburg and the Stark portion of the Village of Magnolia; and

WHEREAS, the City and the County have determined accordingly to enter into a Supplemental Agreement to give effect to their common objectives as recited herein, the City being authorized to do so by Article XVIII of the Ohio Constitution and, to the extent required, by Ohio Revised Code, Sections 307.14 et seq., and the County being so authorized by the Ohio Revised Code, including also Revised Code Sections 307.14 et seq., and, in addition, Chapter 6117 thereof.

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 Stark County, Ohio known as the Canal Fulton-Stark County Sewer Service Agreement Supplemental No. 5 which is 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

RECORD OF RESOLUTIONS

FOR GRAPHICS, SEE THE FORM NO. 20016

Resolution No. _____ Passed _____, 20_____

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"

Distribution:
Journal
Sanitary Engineer
Canal Fulton
File

Canal Fulton

**CANAL FULTON - STARK COUNTY SEWER SERVICE AGREEMENT
SUPPLEMENTAL NO. 5 FOR THE CONSTRUCTION OF SLUDGE STORAGE
ROOFING AT THE CANAL FULTON WWTP**

THIS SUPPLEMENTAL AGREEMENT made and entered into this ____ day of _____, 2016 by and between the County of Stark, Ohio (hereinafter referred to as the "County"), duly authorized by a resolution adopted by the Board of County Commissioners on the ____ day of _____, 2016, and the City of Canal Fulton, Ohio (hereinafter referred to as the "City"), duly authorized in its behalf by Ordinance No. 16 passed by its Council on the __ day of __, 2016.

WHEREAS, the City and the County entered into a sewer service agreement on August 6, 1981, Supplemental No. 1 on March 11, 1997, Supplemental No. 2 on June 8, 1999, Supplemental #3 on February 17, 2010 and Supplemental Agreement #4 on June 24th, 2015 said Agreements referred to as the Basic Agreement; and

WHEREAS, the City and the County find it necessary to enter into a supplemental agreement for the purpose of modifying the Basic Agreement; and

WHEREAS, the County has heretofore established Stark County Metropolitan Sewer District (hereinafter referred to as the "District") for the purpose of preserving and promoting the public health and welfare, the boundaries thereof being all of the unincorporated territory in the County, together with the Villages of East Sparta, Hills and Dales, Meyers Lake, East Canton, Waynesburg and the Stark portion of the Village of Magnolia; and

WHEREAS, the City and the County have determined accordingly to enter into this Supplemental Agreement to give effect to their common objectives as recited herein, the City being authorized to do so by Article XVIII of the Ohio Constitution and, to the extent required, by Ohio Revised Code, Sections 307.14 et seq., and the County being so authorized by the Ohio Revised Code, including also Revised Code Sections 307.14 et seq., and, in addition, Chapter 6117 thereof; and

WHEREAS, the same terms used herein have the definitions as described in the Basic Agreement; and

WHEREAS, the City of Canal Fulton has requested participation of the County in capital improvements, specifically the construction of a roofing structure over existing sludge storage areas, at a total estimated cost of \$57,000.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, Canal Fulton and Stark hereby promise and agree that:

1. The City has determined that there is a need to construct an enclosure over the existing sludge storage beds in order to prevent dewatered sludge from absorbing water during periods of precipitation. The City has obtained estimates of cost for materials and labor to construct such an enclosure such estimates totalling \$57,000. Per the basic Agreement, 40% of said cost, or \$22,800, will be the responsibility of the County.

Page 2
CANAL FULTON - STARK COUNTY
SUPPLEMENTAL NO. 5

2. The City shall complete all improvements necessary for the enclosure and shall provide the County with documentation of final project costs.

If and to the extent required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

IN WITNESS WHEREOF, the County and the City have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF CANAL FULTON

Canal Fulton Law Director

Mayor

APPROVED AS TO FORM:

COUNTY OF STARK

Assistant Prosecuting Attorney
Stark County

Commissioner

Commissioner

Commissioner

RECORD OF RESOLUTIONS

RESOLUTION NUMBER 800-321-8001 FORM NO. 0004

Resolution No. 9-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO IN SUPPORT OF THE CONTINUATION OF THE OHIO HISTORY FUND BY THE STATE OF OHIO.

WHEREAS, proceeds from the Ohio History Fund tax check-off go to the Ohio History Connection, which it, in turn, uses those proceeds for a competitive matching grant program, also called the Ohio History Fund, for history projects undertaken by local history organizations; and

WHEREAS, the tax check-off is an opportunity for state tax filers to voluntarily donate a portion of their state tax refunds; and

WHEREAS, the Ohio History Fund received enough contributions since 2012 to make grants to 47 organizations, totaling \$448,000 in grants, and it has received 225 applications, totaling \$2.7 million in requests, which shows that demand for these grants is strong; and

WHEREAS, the Canal Fulton Heritage Society received a History Fund grant this year that will enable their organization to put a new roof on the William Blank House, which houses the Canal Fulton Heritage Society archives and provides storage for artifacts.

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

The City advocates that the State of Ohio maintain the Ohio History Fund tax check-off program.

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

RECORD OF RESOLUTIONS

FORM NO. 1000

Resolution No. _____ Passed _____, 20_____

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



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: MV009350
 P.O. DATE: 04/27/16
 DEPARTMENT: STREET
 CREATED BY:
 VENDOR NO.: 02769

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

VENDOR:
 M.V. ASPHALT
 FOR PATCHING AND PAVING ROADS

ACCOUNT NUMBER	AMOUNT
391.360.5730	\$10,000.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		M.V. FOR ASPHALT		\$10,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____		
TOTAL:				\$10,000.00

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

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

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: RG010830
P.O. DATE: 04/27/16
DEPARTMENT: FINANCE
CREATED BY:
VENDOR NO.: 03007

DELIVER TO:

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

VENDOR:

CLARK, SCHAEFFER & HACKETT
4449 EASTON WAY #400
COLUMBUS, OH 43219

ACCOUNT NUMBER	AMOUNT
101.130.5370	\$9,555.00
541.310.5370	\$6,597.50
551.330.5370	\$6,597.50

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 # 34-5000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ANNUAL FINANCIAL AUDIT		\$22,750.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$22,750.00

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 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