

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

June 2, 2015

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **REPORTS OF STANDING COMMITTEES**

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

6. **Swearing in– Fire Department**

Jason Arbaugh
Stephen Finley
Joseph Looby
Ruth Miller
Garren Weigand

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

May 19, 2015

8. **REPORTS OF ADMINISTRATIVE OFFICERS**

- o Senior Citizens
- o Community Service
- o Fire Chief
- o Police Chief
- o Engineer/Streets/Public Utilities
- o Finance Director
- o City Manager - Report
- o Mayor
- o Parks & Recreation Board
- o Law Director

9. **THIRD READINGS**

Resolution 10-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with Risinger & Associates, Inc. for Implementation Phase Services to Develop a Recreation and Community Center.

Ordinance 15-15: An Ordinance Establishing Ticket Prices for St. Helena III Canal Boat Rides for Operations Commencing in 2015 and Repealing any Ordinance in Conflict Therewith

Resolution 11-15: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into Amendment No. 2 with CTI Engineers, Inc to Provide Professional Engineering Services for the Locust Street Sanitary Sewer, Waterline, and Roadway Revisions.

10. **SECOND READINGS**

Ordinance 16-15: An Ordinance Amending Ordinance 23-14 and Providing for Changes to Previously Authorized Appropriations

Ordinance 17-15: An Ordinance Amending Ordinance 23-14 and Providing for Changes to Previously Authorized Appropriations

11. **FIRST READINGS**

Ordinance 18-15: An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations

Resolution 12-15: 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 Preparation of Demolition Specifications for the Former Canal Fulton Elementary School

12. **P.O.s**

P.O. 10406 to Risinger and Associates in the amount of \$155,000 for the Phase II Recreation and Community Center Study

P.O. 10407 to CTI Engineers, Inc. in the amount of \$6,500.00 for Locust St. Water & Sewer Line Extension Contract Modification

13. **BILLS:**

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

15. **REPORT OF PRESIDENT PRO TEMPORE**

16. **REPORT OF SPECIAL COMMITTEES**

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

18. **ADJOURNMENT**

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
May 19, 2015**

CALL TO ORDER

Mayor Harbaugh called the meeting to order at 7:00pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor/Council Members Present: Mayor Harbaugh, James Deans, Scott Svab, Sean Craney, Danny Losch, Sue Mayberry and Nellie Cihon

Others Present: City Manager Mark Cozy, Council Clerk Teresa Dolan, Police Chief Doug Swartz, Fire Chief Ray Durkee, Finance Director William Rouse, Law Director Scott Fellmeth

Others Present: Joan Porter, Chell Rossi, Dan Bucher Jr., Matt Moellendick, Earl Minks, Tiffany Craney, Kathy Snyder, Keri Lantz

REPORTS OF STANDING COMMITTEES

Sean Craney reported that the Economic Development Committee met with Alley Busey from the Stark County Convention and Visitors Bureau prior to the meeting to discuss tourism in Canal Fulton.

Sue Mayberry reported that the Personnel Committee met prior to the meeting to discuss an additional full time police officer and the City Manager's contract renewal. They will be meeting again to further discuss these items.

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

No Comments

Swearing in Auxiliary Police Officer – Kendra Colby

Mayor Harbaugh swore in the City's first Auxiliary Police Officer. Kendra Colby was sworn in with high recommendation from Police Chief Doug Swartz.

Teresa Dolan stated that the agenda needed amended to include Purchase Order 10392 to Countywide Landfill in the amount of \$3,392.55 for street sweeping disposal.

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

May 6, 2015

A motion was made to approve the May 6, 2015 minutes by Nellie Cihon, second by Scott Svab.

Sue Mayberry noted on Page 2 in the fifth paragraph to add to the first sentence: for the rest of the project. Fourth sentence down change the word our to out. Eighth paragraph down the page she would like added in the first sentence – we didn't drive you.

Mrs. Mayberry also stated that she would like added from the meeting the discussion in regards to Scott Svab asking about how long the property acquisition was going to take for the right of way acquisition.

All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – Kathy Snyder was in attendance and reported on the Senior Center's upcoming events. She stated that she has been in the position for a year now and a lot of good things have happened at the Center.

Community Service – No Report

Fire Chief – Fire Chief Ray Durkee stated that some of the department were at the Bowling Green State Fire School. Four were trained and two went as instructors. Jerry Burrows from Lawrence

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Township and Mike Wykoff from the City were both recognized at the VFW Dinner. Chief Durkee reported that Jason Castile has been doing repairs to the outside of the west side fire training building and there are drills that are being done there.

Police Chief – Police Chief Doug Swartz stated that a Student Resource Officer Grant has been received to place an emergency communication system within the schools that can be utilized directly between the Police and the school. This will have no cost to us.

Chief Swartz stated that Facebook has proved to be a good tool. A theft at Circle K was reported on Facebook and twenty minutes later the department had their suspect.

Engineer/Streets/Public Utilities – George Lukinac was not in attendance due to illness.

Finance Director – Finance Director William Rouse included the April Financials in the packet. April was a good month and the income tax revenue is up two percent year to date. The Utility collections are up as well.

Mr. Rouse stated that on May 7, 2015 the million dollar debt issue was closed which will allow pay back of \$500,000 to the general fund. Mr. Rouse asked Council for a Finance meeting to prioritize how the money will be dispersed as far as projects.

A motion was made to have Finance Committee meeting on June 16, 2015 at 6:00pm to discuss prioritizing projects in regards to the General Fund, discuss capital projects and review appropriations by Scott Svab, second by Danny Losch. All Council Members voted yes. Motion approved.

Mr. Rouse explained Ordinance 14:15 was needed to approve as a formal agreement requested by the Stark County Commissioners.

A motion was made to approve the April Financials by Sue Mayberry, second by Scott Svab. All Council Members voted yes. Motion approved.

City Manager – No Report.

Mr. Cozy stated that Matt Moellendick was here in regards to the storm sewer at 8507 Erie. Mr. Moellendick stated that the sewer is not located within an easement. All the water that is causing the issue comes from the Northwest Schools property. Mr. Moellendick stated that he and Mr. Cozy met with the property owner on Erie and he is satisfied with the current proposal. The estimate for the project is \$38,000 and it is based on the statewide average prices.

Danny Losch stated that we should move forward.

Mr. Cozy stated that he could solicit quotes for the project. We have a local contractor that would more than likely bid on it. It may bring the price down. We would need a new or partial new easement. We would need that done before we do any work.

Matt Moellendick said the current design for the pipe out there is a small signal storm sewer, two catch basins. The pipe needs to go back into the easement. It's a 40 foot long by 15-20 foot easement along the property line to be able to connect to the sewer line.

Mr. Cozy stated that there is not legislation needed for the easement portion and asked Council if they were okay with going forward with the easement portion.

A motion was made to authorize CCI Engineers, Inc. to secure the easement and plat the easement for the project by Sean Craney, second by Nellie Cihon.

Sue Mayberry asked if this was to correct the easement and go forward with the \$38,000 for the project. Mr. Fellmeth said you are soliciting the engineer to look into the possibility of correcting the easement.

Sue Mayberry voted no, all other Council Members voted yes. Motion approved.

Mr. Cozy stated that he had sent several solicitors' policies to the Law Director for review. This is something that could be put into our zoning code as well as our codifieds.

Mrs. Mayberry stated that she wanted to ask about the comments about the timeline for the properties for the right of way acquisition. At the last meeting Mr. Cozy was discussing the issues and processes through ODOT that held things up regarding the right of way acquisition process, but he did make a statement that our right of way consultants are very concerned. She listened to the tape and she wonders what are they concerned about.

Mr. Cozy answered the timing. Essentially we have a deadline if we get the right of way secured by November to move the project forward. They would have wanted more time to sit with property owners and negotiate and without being pushy.

Mrs. Mayberry asked if they were getting conflicts. Mr. Cozy said no not now. There is only one property owner that has been talked to.

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Mrs. Mayberry said she does not want this to cause delays.

Mr. Cozy said there will not be delays, when we sat down with the right of way consultants in the spring, we were hoping to be up and running a month ago with this. Sometime the State does not move as quickly as we would like them to.

Mrs. Mayberry said so there could be the possibility that this might happen by November.

Mr. Svab said it has to happen by November. If they don't negotiate they go to court.

Mayor – No Report.

Parks & Recreation Board – Earl Minks reported that the Park Board is in recommending that No Smoking be put into effect at the old school playground. They feel it should be this way because of children that are at the park frequently. They are in agreement with Council passing this.

Mr. Minks also thanked the VFW for the monetary donation that they gave to the Parks.

Law Director – Law Director Scott Fellmeth stated that he had no report. He did ask for direction from Council because of the situation with the Locust Street Sanitary Sewer and Waterline project and also the Locust Street Widening and Curb Line project that were passed within the last two and a half months, there have been significant consideration about changing because they were passed by resolution of necessity. He asked Council if they wished him to draft legislation to repeal those two ordinances.

Mr. Craney asked what the changes were with the intersection. Mr. Fellmeth said the legislation that we passed included both sides of the street, but if we are not going to go with that configuration of that we should repeal. It is something we would have to move to incorporate into the law within the next couple of months. Mr. Fellmeth stated it does not have to happen tonight, he is just throwing it out for consideration.

Mr. Losch said they are still looking at the re-engineering of the project.

Mr. Fellmeth said that was not part of his legislation. It incorporates both sides of the street. We would have to scrap the one that we have and redo it.

Mrs. Mayberry asked at the last meeting Mr. Fierman was here at the last meeting and Mr. Losch asked him about if he knew the millage that would be required for the campus. Mr. Losch was told that this is something that we cannot discuss, well he said they don't know until we go forward with this next phase which is on here as Resolution 10:15. She said she asked Mr. Fierman about talking about what he presented at Council, the big binder that he gave us with the nice pictures whether we could openly discuss this. Mr. Fierman stated then that because it was given in executive session that it could not be discussed. She said she was assuming that the executive session rule is, and she knows that it was not here for people to look at, but to consider confidential information relating to the marketing plans, specific business strategy, production techniques, trade secrets or personal financial statements of an applicant for economic development assistance, she believes that is where it would fall in with the sunshine laws regarding the executive session and not talking it publicly. Her question is how can we pass something when we cannot talk about it. She has some questions about what he gave us.

Mr. Fellmeth asked if they were talking about the meeting with the executive session about a month and a half ago. Mrs. Mayberry said yes. Mr. Fellmeth said he was not here. Mrs. Mayberry said right, she would just like to know when we can talk about it.

Mr. Fellmeth said if they were going to talk about it, he preferred it in open session of Council, not in executive session.

Mr. Losch said this was the results of the first phase. Mr. Losch said he thinks it is something we need to look at earlier than later. Council is the only one who has seen this.

Mrs. Mayberry said for the first time at the last meeting.

Mr. Craney said if someone wants to talk or ask questions about the second phase they can all they want.

Mr. Fellmeth said he does not like executive sessions unless it is absolutely necessary. That is his philosophy. You are talking about funding of a public project in which a levy is necessary. Know that it is not appropriate for executive session.

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Mr. Losch said what Mrs. Mayberry is asking and he agrees with her, is to bring this information up to the public to view. Some information could be redacted.

Mr. Craney said that is why we went into executive session; the rest was in open session.

Mrs. Mayberry said we did not get the booklet until executive session.

Mr. Craney said the booklet was run on a PowerPoint the whole open session and we received a copy, other than the monies.

Mr. Fierman said he would offer if anyone needed clarification regarding what was presented, and he has offered to do this with any member of Council before.

THIRD READINGS

Ordinance 13:15 - An Ordinance Amending Part Three of the Traffic Code of the Codified Ordinances of Canal Fulton, Ohio Amending Chapter 351 Parking Generally Adding Sections 351.17 and 351.18

A motion was made to approve Ordinance 13:15 by Danny Losch, second by Scott Svab. All Council Members voted yes. Motion approved.

Ordinance 14:15 – An Ordinance by the Council of the City of Canal Fulton for the Supplemental Agreement No. 4 for Wastewater Plant Improvements by and between the Board of County Commissioners of Stark County, Ohio and the City of Canal Fulton, Ohio.

A motion was made to approve Ordinance 14:15 by Nellie Cihon, second by Sean Craney. All Council Members voted yes. Motion approved.

SECOND READINGS

Resolution 10-15:A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with Risinger & Associates, Inc. for Implementation Phase Services to Develop a Recreation and Community Center.

Ordinance 15-15: An Ordinance Establishing Ticket Prices for St. Helena III Canal Boat Rides for Operations Commencing in 2015 and Repealing any Ordinance in Conflict Therewith

Resolution 11:15: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into Amendment No. 2 with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street Sanitary Sewer, Waterline, and Roadway Revisions.

FIRST READINGS

Ordinance 16-15: An Ordinance Amending Ordinance 23-14 and Providing for Changes to Previously Authorized Appropriations

Ordinance 17-15: An Ordinance Amending Ordinance 23-14 and Providing for Changes to Previously Authorized Appropriations

P.O.s

P.O. 10379 to O.R. Colan Associates in the amount of \$139,500.00 for Cherry & Locust Street Right of Way Fund Reclassification

A motion was made to approve P.O. 10379 by Scott Svab, second by Sean Craney. All Council Members voted yes. Motion approved.

P.O. 10380 to Environmental Design Group in the amount of \$173,938.86 for Cherry & Locust Street Right of Way Fund Reclassification

A motion was made to approve P.O. 10380 by Nellie Cihon, second by Sean Craney. All Council Members voted yes. Motion approved.

P.O. 10381 to Martin & Wood Appraisal Group in the amount of \$14,375.00 for Cherry & Locust Street Right of Way Fund Reclassification

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A motion was made to approve P.O. 10381 by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 10392 to Countywide Landfill in the amount of \$3,392.55 for Street Sweeping Disposal

A motion was made to approve P.O. 10392 by Scott Svab, second by Sean Craney. All Council Members voted yes. Motion approved.

BILLS: \$366,182.50

A motion was made to approve the April Bills by Sue Mayberry, second by Scott Svab. All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

A motion was made to have a Personnel/Rules Committee meeting on June 2, 2015 at 5:30pm to discuss a full time police officer position and the City Manager's contract by Sue Mayberry, second by Nellie Cihon. All Council Members voted yes. Motion approved.

REPORT OF PRESIDENT PRO TEMPORE – No report.

REPORT OF SPECIAL COMMITTEES - None

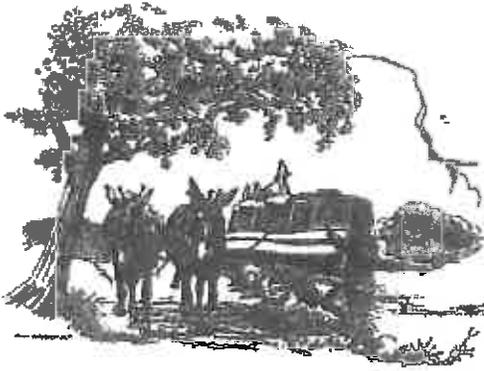
CITIZENS COMMENTS – Open Discussion (Five Minute Rule) - None

ADJOURNMENT

The meeting was adjourned at 8:04pm.

Meeting Minutes prepared by: _____
Teresa M. Dolan, Clerk

Minutes Approved: _____
Mayor Richard Harbaugh



City of Canal Fulton

155 East Market Street, Canal Fulton, Ohio 44614
(330) 854-2225, Ext. 119 - Fax (330) 854-6913
Email: citymgr@cityofcanalfulton-oh.gov

From the Office of the City Manager

City Manager's Report for June 2, 2015

1. Sewer Connection: We have a request from a Lawrence Twp resident to connect to city sewer. I need input from city council as to whether or not to require annexation. If we do require annexation would we waive the frontage costs and just charge the tap fee. This is what we have done for city residents in the recent past.

2. Locust Street Water & Sewer Project: We have a public service committee meeting scheduled to discuss this project. Don Schalmo doesn't want to install the utilities using the petition assessment process if it means that Carter Lumber, Chapanar Excavating, and the plaza would be required to connect if they don't want to. He is willing to pay for his portion of the project. My recommendation to council at this time is if we wish to move forward with the project to only assess those who wish to be assessed if it's still a majority. I also recommend that we go a step further and draft agreements with the three business owners on the south side of Locust that there will be no requirement to connect to the new sewer line as long as their current septic systems are functioning properly. We also discussed not charging them frontage when they connect in exchange for easements to run the sewer on the south side, but the engineer believes moving the project to the north side will be less disruptive to Carter Lumber and Chapanar Excavating.

We also have the option of working out an agreement with Don Schalmo to have him extend the sewer and water, but this would require him to take on that debt.

It's also our recommendation that we only make road, curb and gutter, and sidewalk improvements and assess Don Schalmo's properties on the north side of Locust

3. Community Connections/Echoing Ridge Art Show: Community Connections is planning to have an art show June 26th & 27th. They want to use it as a fundraiser to build sidewalks. I suggested that perhaps putting the funds towards a sidewalk plan might give them a bigger bang for their buck since it because we don't have a plan that we haven't scored enough points to get grant funding. I've contacted EDG and they are going to give us a proposal to prepare a sidewalk/pedestrian/bikeway plan for Canal Fulton.

4. Old School: Johnson Belford and I have been researching the proper process to demo the old school and contacted the firm Massillon is using to oversee the demo of Bowers School. They are using John Patrick Picard who then gave us a proposal for \$28,100. This includes all the necessary permits and EPA compliance issues we would need to deal with. This price seemed high to me so I asked CTI to give us a similar proposal and theirs came in at \$17,800. We will have the CTI proposal before council for review at the meeting. We also have proposals in the \$18,000 to \$20,000 range to clear the building of contents. We are waiting on one more proposal from a local company. I will bring the lowest quote to the council meeting in the form of a PO.

I've been told that Bountiful Gifts has actually made a significant impact on the amount of items that they would be able to use from the old school. I was concerned that items that could be of use might end up in a landfill. I'm glad we took the time to allow them to go through the building.

5. Canalway Programs Director: Erin Michel was hired as our new Canalway programs director. She plans to attend the council meeting so she can be introduced to council and department heads. Erin has a 4-year degree in Parks, Recreation, and Tourism Management. She plans to start working for the city on June 8th.

6. Boots on the Ground Run: Team Red, White, and Blue in conjunction with Brimstone Bicycles are sponsoring a 5K/5Mile run using Canal Fulton and the Towpath and Old Muskingum Trail. The event is Saturday morning June 13th. They already have over 400 runners registered, many of whom are veterans.

7. Executive Session: I will need an executive session to discuss the potential purchase and sale property.

RECORD OF RESOLUTIONS

Dipen Legal Bank, Inc. Form No. 33343

Resolution No. 10.15

Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH RISINGER & ASSOCIATES, INC. FOR IMPLEMENTATION PHASE SERVICES TO DEVELOP A RECREATION AND COMMUNITY CENTER.

WHEREAS, the City of Canal Fulton has sought a proposal for implementation phase services to develop a Recreation and Community Center, and

WHEREAS, Risinger & Associates, Inc. has submitted a proposal acceptable to the City to provide the professional services needed to implement this project.

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 Risinger & Associates, Inc. for implementation phase services to develop a Recreation and Community Center pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, 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 ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, 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 _____, 2015.

Teresa Dolan, Clerk-of-Council

May 01, 2015

Mark Cozy
City Manager
City of Canal Fulton
155 East Market Street
Canal Fulton, Ohio 44614

Re: Implementation Phase
Collaboration Development Services
Canal Fulton Community Campus

Dear Mr. Cozy,

On behalf of Risinger + Associates (R+A) and based upon City Council's request for the next phase of services, we are excited about the opportunity to present this proposal to continue with Implementation Phase Services in support of the City of Canal Fulton Community Campus initiative.

Overview

As you know, a great deal has been collectively accomplished and the project has taken on considerable momentum, fueled by the collaborating partnerships. You now have partners with demonstrated intent to proceed with the goal of participating in a multi-organizational community campus with emphases on health, education and wellness for all generations.

Having successfully completed all aspects of the Feasibility Services defined in our initial scope of work, R+A is now prepared to continue in the delivery of Implementation Services

At the recent City Council meeting that concluded Phase I, the City Council requested two goals be met: 1) community levy in Nov 2015; and 2) campus construction in 2016. To meet both of those goals, R+A proposes the following continuation of professional services for the City of Canal Fulton:

IMPLEMENTATION PHASE SERVICES

I. COLLABORATION DEVELOPMENT SERVICES (May To Aug 2015)

R+A will manage and coordinate the collaboration partners, required financial experts and documents required for City Council consideration and the development of the community campus project in support of a Fall 2015 community levy process. R+A will assist the City in identifying a viable financial strategy, prioritizing and seeking funding opportunities and options. This will include assisting the City in assembling required financial information, materials and presentations for potential lending sources. R+A will continue to implement the project in BIM / REVIT, and utilize the combined strategic services program with the prototype program plan to create the pre-bond design. This will include floor plan(s), elevation(s) and site plan.

A. Partner Facilitation + Coordination

1. Coordinate and facilitate all Collaborative Partner meetings + discussions
2. Coordinate Collaborative Partner presentations and documents, as well as property documents, and agreements to assist the financial team in funding strategies.
3. Establish and refine project schedule for partners and the City.
4. Refine the project budget, including hard and soft costs fees related to all primary consultants, construction costs, documentation, legal, entitlement, permitting, recording, etc.
5. Secure binding Letters of Commitment for each Collaborative Partner.



B. Pre-Bond Preliminary Schematic Design for Budgeting

1. Refine the architectural programmatic floor plans with each partner to meet their specific area requirements for programming and budgeting
2. Develop preliminary building elevations identifying their "front door" in the project
3. Refine the site plans based upon refined parking requirements of the Partners and the City's required site development phasing requests
4. Provide two renderings illustrating major design elements.
5. Finalize the pre-bond project budgets + schedules

II. FUND DEVELOPMENT SERVICES (May To Aug 2015)

The Stark Development Board team that will assist the City of Canal Fulton on the Canal Fulton Community Center Project will consist of Squire Patton Boggs (as board bond counsel) Stern Brothers; Krugliak, Wilkins, Griffiths & Dougherty Co., L.P.A. (as board counsel) and the Stark Development Board. This team will collaborate with the team of Risinger + Associates Inc. This team will enter into a development agreement with the City of Canal Fulton to provide the necessary financial structure and strategies for the City of Canal Fulton and their Collaborative Partners. This Collaboration Development process will be led by Risinger + Associates while working closely with the Development Board to assemble the required applications and credit approvals for financing and binding commitments from all Collaboration Partners.

A. Funding Options + Opportunity Development

1. Identify the City's capacity for bonding, debt capacity and tax + income financing
2. Identify and qualify potential project-specific funding sources, both public and private
3. Facilitate the strategic development + prioritization of preferred funding strategies for the City and each Partner
4. Identify with the City an integrated funding solution for the community
5. Provide data needed for a levy application for Fall 2015

III. COMMUNITY INTEGRATION + MESSAGING (Aug 2015 To Nov 2015)

A. Community Integration + Strategy Development

R+A will direct the development of community surveys as the foundation for understanding issues related to community support for the project. The approach will be multigenerational and will include data from area residents, businesses and community organizations.

1. Assist the City in defining the relevant issues relating to public support for the project.
2. Coordinate the development of community survey instruments designed to sample community support related to the various components inherent in the project.
3. Assist the City in the administration, collection, analysis and reporting of the findings of the community survey as a key variable contributing to strategy development.

B. Strategy + Message Development

R+A will provide consensus building and messaging strategies for community funding.

1. Identify and develop messaging to reach all constituents, community groups and Collaborating Partners
2. Support efforts through graphic representations and presentation documents

C. Strategy + Message Implementation + Training

R+A will develop and instruct in the use of messaging presentation graphics and presentation strategies.

1. Develop and deliver strategies
2. Lead message training



3. Implement and support messaging efforts by the City and Partners.

COMPENSATION

R+A fees as well as any financial consultant fees and application fees are anticipated to be reimbursed through the project proceeds upon the successful levy or referendum passing of this potential project. When appropriate, our team will work to assemble the required applications and credit approvals for financing and binding commitments from all Collaboration Partners.

- I. **COLLABORATION DEVELOPMENT SERVICES** **\$85,000**
- II. **FUND DEVELOPMENT SERVICES** **\$45,000 NTE**

The Development Board Fees for the Phase II study will be \$45,000 and will consist of two payments. The first payment of \$20,000 due upon approval of the agreement and the balance of \$25,000 paid either after a successful Levy vote out of the project proceeds or by the City if the Levy fails. The development agreement will also include a commitment of the City of Canal Fulton to commit to using the Stark County Port Authority and it's team to serve as the vehicle to arrange for project financing for the new Community Center Project.

- III. **COMMUNITY INTEGRATION + MESSAGING** **\$15,000**

IV. Direct Reimbursables

R+A shall be reimbursed monthly for out-of-pocket expenses at cost. These expenses will include but are not limited to printing and other reproduction costs, presentation materials, messenger services, travel, long distance telephone costs and postage.

Thank you for the opportunity to submit this proposal for Phase II services in support of the Canal Fulton Community Campus. We look forward to having the opportunity to work with your team, to bring the vision forward and facilitate the highest and best use of the campus property.

Submitted by,

Risinger + Associates, Inc.

Eric S. Risinger, AIA | NCARB
President

Accepted By:

City of Canal Fulton, Ohio
Mark Cozy, City Manager

Signature	Title	Date
ER/bd		

Terms & Conditions

A. Acceptance of Proposal / Standard Terms and Conditions

Acceptance of this proposal, as reflected by your signature on the proposal, will establish the contract between the parties for this project, which contract also includes and incorporates Risinger + Associates Inc., Standard Terms and Conditions which are attached hereto and made part hereof.

1. Risinger + Associates Inc., shall not have control over or charge of, and shall not be responsible for any aspect of construction means, methods, techniques, details, sequences or procedures utilized by the contractor or any subcontractors. Risinger + Associates Inc. shall also not be responsible for the construction schedule or failure of the contractor or any subcontractors to carry out the work in accordance with either the construction documents or the construction schedule.
2. Risinger + Associates Inc., shall not be responsible for job safety, including the safety of the of the contractor, subcontractors or any persons at or around the job site, including but not limited to the contractor's and / or subcontractor's compliance with the Occupational Safety and Health Act ("OSHA"), or any other laws, regulations, standards or guidelines relating to job site safety.
3. Risinger + Associates Inc. shall not be responsible for any aspect of the design, procurement, erection, construction, monitoring, observation or use of scaffolds, hoists, cranes, ladders, bracing or supports of any type for the project, whether temporary, permanent or otherwise.
4. Risinger + Associates Inc., does not have authority to stop or reject the work performed by the contractor or any subcontractors on the project.
5. Risinger + Associates Inc., shall not be responsible for any aspect of the discovery, presence, handling, removal or disposal of any type of hazardous materials at the project site, including but not limited to asbestos, PCB's, mold, lead, oil, gasoline or any other toxic or hazardous substances.
6. Risinger + Associates Inc., shall not be responsible for the design, installation, procurement, erection, construction, monitoring, maintenance or use of any type of construction barricades, barriers, safety cones, tape, warnings, signage or other similar devices of any kind, whether required for vehicular or pedestrian traffic or otherwise on or around the project site.
7. If Risinger + Associates Inc., is hired to perform construction observation services as part of its scope of services set forth in section 1 and Risinger + Associates Inc. notices any defects or deficiencies in the work by the contractor or any subcontractor during construction which indicate to Risinger + Associates Inc. that the work is not being carried out in accordance with the construction documents, Risinger + Associates Inc. shall promptly notify the owner and contractor. However, since the failure to carry out the work in accordance with the construction documents is the sole responsibility of the contractor, and Risinger + Associates Inc. is only making limited site visits, Risinger + Associates Inc. shall not be responsible for such defects or deficiencies unless Risinger + Associates Inc. notices such defects or deficiencies and fails to promptly notify the owner and contractor.
8. If Risinger + Associates Inc. is hired to prepare any type of construction cost estimate as part of its scope of services set forth in Section 1, it is understood that such estimate is only intended to provide the owner with an estimated range or approximation of construction costs based upon Risinger + Associates Inc. prior experience and the scope of work set forth in the construction documents prepared by Risinger + Associates. However, since Risinger + Associates is not a contractor and has no control over the cost of materials, labor, contractor overhead, subcontractor pricing or other

construction cost factors, Risinger + Associates Inc., shall not be responsible for the final construction cost or any deviation between the final cost and any cost estimates or budgets.

9. Risinger + Associates Inc., shall not be responsible for the design or construction of existing conditions or systems previously designed or constructed by others which are not part of Risinger + Associates Inc., scope of work including, but not limited to, existing structural, mechanical, electrical, plumbing, and fire protection systems or existing architectural details. The owner agrees to indemnify, defend and hold harmless Risinger + Associates Inc., from any claims against Risinger + Associates Inc., relating to such existing conditions or systems.
10. Risinger + Associates Inc., shall not be responsible for any existing aspect of the structural, mechanical, electrical, plumbing, or fire protection work for the project.
11. Risinger + Associates Inc. shall review and approve or take other appropriate action only on those shop drawings involving architectural items of work designed by Risinger + Associates Inc. For those shop drawings involving items of work designed by Risinger + Associates Inc., consultants, Risinger + Associates Inc., shall forward those shop drawings to the appropriate consultant for their review. Risinger + Associates Inc., review of any shop drawings or other submittals from the contractor of any subcontractors for architectural items of work designed by Risinger + Associates Inc., shall be for the sole purpose of evaluating whether the overall design reflected in the shop drawings or submittals is generally consistent with Risinger + Associates Inc., design intent. All other aspects of the shop drawings or submittals constitute means, methods, techniques, details, dimensions, sequence or procedures to be utilized by the contractor or subcontractors, for which Risinger + Associates Inc., has no responsibility.
12. Owner agrees that it will include Risinger + Associates Inc., as an additional insured under any Builders Risk or other similar insurance policy maintained by the owner for the project. Owner also agrees that in any contract or agreement with the general contractor or any subcontractors, owner will require that the general contractor and any subcontractors include Risinger + Associates Inc., as an additional insured under their general liability insurance policies and that any exclusion in those policies for architectural or professional services be deleted as to Risinger + Associates Inc.
13. Owner agrees that it will require the general contractor to maintain a site pollution policy, naming the Owner and Risinger + Associates Inc. as an additional insured under such policy.
14. Either party to this Agreement may terminate the Agreement without cause by providing at least Thirty (30) days written notice to the other party.
15. In the event of any conflict or discrepancy between this Agreement and any other agreement or document, the terms and conditions of this Agreement shall control and govern.

RECORD OF ORDINANCES

Dayton Legal Bank, Inc.

Form No. 3043

Ordinance No. 15-15

Passed _____, 20____

AN ORDINANCE ESTABLISHING
TICKET PRICES FOR ST. HELENA III
CANAL BOAT RIDES FOR
OPERATIONS COMMENCING IN
2015 AND REPEALING ANY
ORDINANCE IN CONFLICT
THEREWITH.

WHEREAS, the Canal Fulton, Ohio City Council has authority to set prices for seasonal rides on the St. Helena III Canal Boat, and

WHEREAS, Council desires to establish prices for public rides commencing in 2015.

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

Ticket Prices for Canal Boat rides on St. Helena III shall be established as follows:

Adults: (Ages 18 – 59): \$8.00

Seniors (Age 60+) and Veterans: \$7.00

Children (Ages 6-17 years): \$5.00

Children (Ages 5 & Under): Free

Charter: Pursuant to attached Exhibit "A"

- A Ten Per-Cent (10%) Discount shall be afforded to all groups of Ten (10) or more people.

Richard Harbaugh, 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 ____ 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____ 2015, 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

Doyan 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 _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Desk, Inc. Form No. 1004E

Resolution No.

11-15

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AMENDMENT NO. 2 WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LOCUST STREET SANITARY SEWER, WATERLINE AND ROADWAY REVISIONS.

WHEREAS, The City of Canal Fulton, Ohio has sought an amended proposal for the Locust Street Sanitary Sewer, Waterline and Roadway Revisions.

WHEREAS, CTI Engineers, Inc. has submitted an amended proposal acceptable to the City to provide professional engineering services for the design and plan preparation for this project.

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 Amendment No. 2 to the contract with CTI Engineers, Inc. to provide professional engineering services for the design and plan preparation of the Locust Street Sanitary Sewer, Waterline and Roadway Revisions pursuant to proposal attached as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, 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 ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2015, 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 _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp



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

May 6, 2015

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

Subject: Proposed Amendment #2 to Professional Engineering Services Contract
Locust Street Sanitary Sewer, Waterline, and Roadway Revisions
CTI Proposal No. EP15032, Project No. E14010

Dear Mr. Cozy:

CTI is pleased that the City of Canal Fulton has requested our proposal to provide professional engineering services for the revisions of the proposed sanitary sewer, waterline, and roadway improvements along Locust Street. The project revision limits start at the existing project western terminus east of Etheridge Blvd., and extend for a length of approximately 1,000 feet easterly. The proposed sanitary sewer and waterline will be redesigned on the north side of Locust St. until the vicinity of future Commerce Blvd., where they will cross to the current design locations on the south. The roadway improvements will be unchanged for the north side of the road, but the south-side improvements will be indicated as "Future" on the plans. The storm sewer design will be revised so the proposed south-side storm sewer at Commerce Drive will be accommodated by the north-side storm sewer. The sidewalks will be indicated as "Future" on both sides of Locust St.

CTI proposes to perform the above tasks outlined in the attached Scope of Services within thirty (30) days for a total additional fee not to exceed Six Thousand Five Hundred Dollars (\$6,500.00). Invoices will continue to be submitted monthly to the City based on actual costs.

We have prepared the attached contract amendment for your signature. Please return one copy to us, and keep the other for your records. Please contact us if you have any questions or require further information.

Very truly yours,

CTI Engineers, Inc.

A handwritten signature in black ink, appearing to read "R. W. Reed".

Richard W. Reed, P.E.
Vice President

A handwritten signature in black ink, appearing to read "David L. Koontz".

David L. Koontz, P.E.
Project Manager

Enclosures

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

WHEREAS, the City of Canal Fulton (CLIENT) and CTI Engineers, Inc. (CTI) entered into an Agreement dated April 2, 2014 to perform certain professional services in connection with the design of the Locust St. Sanitary Sewer and Waterline Extensions and Roadway Improvements (hereinafter referred to as the project); and

WHEREAS, the CLIENT now desires CTI to perform additional services not authorized in the original agreement, said services being to perform design for moving the proposed sanitary sewer from the south side of the road to the north side of the road.

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

1. Appendix B-3 – Scope of Services Amendment, is added to include design services for moving the sanitary sewer and waterline to the north side of the road for a length of approximately 1,000 feet along the current project limits. In addition, the roadway improvements will be limited to the north side of the road.

3. The Schedule of Fees included in the original agreement shall be amended to add a not-to-exceed amount of Six Thousand Five Hundred Dollars (\$6,500.00) in compensation for the additional design phase services, resulting in a new total not-to-exceed compensation amount of \$92,600.00.

4. All other portions of the original Agreement remain in force.

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

SIGNATURES

ENGINEER

BY Richard W. Reed, P.E. 5.6.15
Richard W. Reed, P.E. DATE

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 B-2 SCOPE OF SERVICES AMENDMENT

This scope describes the professional engineering services of design and plan preparation for Amendment Number 2, for the revisions of the proposed sanitary sewer, waterline, and roadway improvements along Locust Street. The project revision limits start at the existing project western terminus east of Etheridge Blvd., and extend for a length of approximately 1,000 feet easterly. The proposed sanitary sewer and waterline will be redesigned on the north side of Locust St. until the vicinity of future Commerce Blvd., where they will cross to the current design locations on the south. The roadway improvements will be unchanged for the north side of the road, but the south-side improvements will be indicated as "Future" on the plans. The storm sewer design will be revised so the proposed south-side storm sewer at Commerce Drive will be accommodated by the north-side storm sewer. The sidewalks will be indicated as "Future" on both sides of Locust St.

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

1. Perform calculations for the new sanitary sewer route and profile.
2. Perform calculations for the north-side storm sewer to accommodate flow from the proposed storm sewer at Commerce Drive, and modify the design of the south-side storm sewer accordingly.
3. Perform design and prepare plans for additional grading/filling on the north side of Locust St. as required for the installation and maintenance of the proposed sanitary sewer. Revise the cross-sections to show the grading for the proposed work.
4. Revise the roadway cross-sections for the grading noted above, and to indicate the south-side roadway work as "Future".
5. Revise the sewer and waterline plans and roadway plans.
6. Revise the Ohio EPA Permit to Install Application for the already-permitted sanitary sewer.
7. Revise the Ohio EPA Waterline Data Sheet Application for the already-permitted waterline.
8. Revise the Storm Water Pollution Prevention Plan, submittal to Stark Soil & Water, and the Ohio EPA Notice-of-Intent (NOI) application for storm water discharge permit.
9. Revise the probable cost of construction, bid sheet, and technical specifications for the project, as required for the sanitary sewer, waterline, and roadway revisions.

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

WHEREAS, the City of Canal Fulton (CLIENT) and CTI Engineers, Inc. (CTI) entered into an Agreement dated April 2, 2014 to perform certain professional services in connection with the design of the Locust St. Sanitary Sewer and Waterline Extensions and Roadway Improvements (hereinafter referred to as the project); and

WHEREAS, the CLIENT now desires CTI to perform additional services not authorized in the original agreement, said services being to perform design for moving the proposed sanitary sewer from the south side of the road to the north side of the road.

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

1. Appendix B-3 – Scope of Services Amendment, is added to include design services for moving the sanitary sewer and waterline to the north side of the road for a length of approximately 1,000 feet along the current project limits. In addition, the roadway improvements will be limited to the north side of the road.
3. The Schedule of Fees included in the original agreement shall be amended to add a not-to-exceed amount of Six Thousand Five Hundred Dollars (\$6,500.00) in compensation for the additional design phase services, resulting in a new total not-to-exceed compensation amount of \$92,600.00.
4. All other portions of the original Agreement remain in force.

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

SIGNATURES

ENGINEER

BY Richard W. Reed, P.E. 5-6-15
Richard W. Reed, P.E. DATE

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 B-2
SCOPE OF SERVICES AMENDMENT

This scope describes the professional engineering services of design and plan preparation for Amendment Number 2, for the revisions of the proposed sanitary sewer, waterline, and roadway improvements along Locust Street. The project revision limits start at the existing project western terminus east of Etheridge Blvd., and extend for a length of approximately 1,000 feet easterly. The proposed sanitary sewer and waterline will be redesigned on the north side of Locust St. until the vicinity of future Commerce Blvd., where they will cross to the current design locations on the south. The roadway improvements will be unchanged for the north side of the road, but the south-side improvements will be indicated as "Future" on the plans. The storm sewer design will be revised so the proposed south-side storm sewer at Commerce Drive will be accommodated by the north-side storm sewer. The sidewalks will be indicated as "Future" on both sides of Locust St.

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

1. Perform calculations for the new sanitary sewer route and profile.
2. Perform calculations for the north-side storm sewer to accommodate flow from the proposed storm sewer at Commerce Drive, and modify the design of the south-side storm sewer accordingly.
3. Perform design and prepare plans for additional grading/filling on the north side of Locust St. as required for the installation and maintenance of the proposed sanitary sewer. Revise the cross-sections to show the grading for the proposed work.
4. Revise the roadway cross-sections for the grading noted above, and to indicate the south-side roadway work as "Future".
5. Revise the sewer and waterline plans and roadway plans.
6. Revise the Ohio EPA Permit to Install Application for the already-permitted sanitary sewer.
7. Revise the Ohio EPA Waterline Data Sheet Application for the already-permitted waterline.
8. Revise the Storm Water Pollution Prevention Plan, submittal to Stark Soil & Water, and the Ohio EPA Notice-of-Intent (NOI) application for storm water discharge permit.
9. Revise the probable cost of construction, bid sheet, and technical specifications for the project, as required for the sanitary sewer, waterline, and roadway revisions.

RECORD OF ORDINANCES

BEAR GRAPHICS 800-325-9094 FORM NO. 30043

Ordinance No. 16-15 Passed _____, 20____

An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations.

WHEREAS, the City has issued bond anticipation notes totaling \$1.0 million to pay for various road improvements, and

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

Section 1: Council hereby establishes Fund 392 as the Road Improvement Projects Fund to be used in accounting for the debt proceeds and future revenues and expenses associated with Cherry & Locust Street Intersection Project, and other road improvement projects.

Section 2: Council authorizes the Finance Director to process a journal entry that reclassifies \$267,678.41 of expenses for the Cherry & Locust Street Intersection Project that were previously accounted for in the 391 Fund, and move those expenses to the newly created 392 Fund. This entry is necessary in order to have all prior and future costs accounted for in the same fund.

Section 3: Council authorizes an increase in the 2015 appropriations in the Road Improvement Projects Fund to account for the bond anticipation note proceeds:

Expense Account	Account Description	Appropriation Changes
392.360.5741	Cherry & Locust Street Intersection Project	\$750,000
392.360.5743	Road Improvements	\$250,000

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

Richard Harbaugh, 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 _____, 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, 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 _____, 2015.

Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 17-15

Passed _____, 20____

An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations.

WHEREAS, City Council passed Ordinance 15-13 in 2013, which advanced \$500,000 from the General Fund to the General Capital Projects Fund to pay the up-front costs associated with the Cherry & Locust Street Intersection Project until debt financing could be secured, and

WHEREAS, the City received \$1.0 million in bond anticipation note proceeds on May 7, 2015 to be used for various road improvement projects, including the Cherry & Locust Street Intersection Project, and

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

Section 1: Council authorizes the Finance Director to repay the 2013 advance by advancing \$500,000 out of the General Capital Projects Fund and receipting the proceeds into the General Fund.

Section 2: Council authorizes an appropriation increase in the General Capital Projects Fund in order to process the advance-out:

Expense Account	Account Description	Appropriation Changes
391.360.5700	Advances-Out	\$500,000

Section 3: This Ordinance shall take effect and be in full force and effect from and after the earliest period allowed by law.

Richard Harbaugh, 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 _____, 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, 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 _____, 2015.

Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 18:15 Passed _____, 20____

An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations.

WHEREAS, City Council passed Resolution 10-15, which authorizes a contract with Risinger & Associates for the next phase of the City of Canal Fulton Community Campus Initiative, and

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

Section 1: Council authorizes an appropriation increase in the General Fund in order to pay the contract costs:

Expense Account	Account Description	Appropriation Change
101.120.5410	Contracted Services	\$155,000

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

Richard Harbaugh, 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 _____, 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, 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 _____, 2015.

Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

City of Canal Fulton, Ohio, Form No. 20043

Resolution No. 12:15.

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 PREPARATION OF DEMOLITION SPECIFICATIONS FOR THE FORMER CANAL FULTON ELEMENTARY SCHOOL.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the preparation of demolition specifications for the former Canal Fulton Elementary School, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide professional engineering services needed to effectuate this project.

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

The City of Canal Fulton agrees to enter into a contract with CTI Engineers, Inc. to provide professional engineering services for the preparation of demolition specifications for the former Canal Fulton Elementary School located at 246 Market Ave. pursuant to proposal attached as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, 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 _____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, 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 _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp



CTI Engineers, Inc.
220 Market Avenue South
Suite 750
Canton, Ohio 44702
Phone 330.455.7733
Fax 330.313.2282
www.ctiengr.com

May 26, 2015

Mr. Mark Cozy
City Manager
City of Canal Fulton
155 East Market Street
Canal Fulton, OH 44614

Subject: Proposal to Provide Professional Services for the
Preparation of Demolition Specifications for the former
Canal Fulton Elementary School at 246 Market Ave.
CTI Proposal No. EP15041

Dear Mr. Cozy:

As a result of our recent conversations, CTI Engineers, Inc., is pleased to present a cost proposal to provide professional engineering services for the demolition of the former Canal Fulton Elementary School at 246 Market Ave.

CTI Engineers, Inc., proposes to perform the work outlined in the attached Scope of Services for a fee not to exceed Seventeen Thousand Eight Hundred Dollars (\$17,800.00).

Thank you for the opportunity to continue to provide engineering services for the City of Canal Fulton. Should you have questions or require additional information, please contact us at your earliest convenience. If this proposal and the attached Scope of Services are acceptable please contact us and we will prepare a Professional Services Agreement for signing.

Sincerely,

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

William A. Dorman, P.E.
President

SCOPE OF SERVICES

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

1. Conduct a final inspection after building cleanout by others and prior to the commencement of asbestos abatement activities to confirm the findings of Cardinal Environmental Service, Inc. and to supplement the findings of the study in case additional asbestos abatement activities need to be performed. If additional abatement needs are identified these activities will be considered additional services are not included in the fee for basic services.
2. Prepare contracts documents for asbestos abatement of the Canal Fulton Elementary School at 246 Market Ave.
3. Conduct a visual inspection and air clearance sampling after asbestos abatement activities are completed.
4. Prepare contracts documents for demolition of the Canal Fulton Elementary School at 246 Market Ave.
5. Contract Documents will include advertisement for bids, asbestos abatement and demolition specifications, permit applications, report prepared by Cardinal Environmental Services, Inc.
6. Prepare an opinion of the probable cost of construction for the project.

B. Bidding and Construction Services

1. Prepare bidding documents, sell bidding documents, and answer questions during bidding.
2. Provide as-needed assistance during the abatement and demolition phase up to a maximum of sixty (60) manhours.
3. Review and process payment applications.
4. Prepare a final punch list.

C. Responsibilities of City of Canal Fulton (CLIENT)

1. Provide all criteria and full information as to its requirements for the project including drawings if available.
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 of permit or other fees required by reviewing agencies.

D. 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. Building cleanout services which will be performed by the City and others.
2. Asbestos survey, sampling, and/or additional specifications for removal if found present in quantities other than previously identified by Cardinal Environmental, Inc.
3. Subsurface soil investigations.



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: RG010406
P.O. DATE: 05/28/15
DEPARTMENT: MAYOR . ADMIN
CREATED BY:
VENDOR NO.: 02817

DELIVER TO:

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

VENDOR:

RISINGER & ASSOCIATES
1032 W. FULTON MARKET
SUITE 2010
CHICAGO. IL 60607

ACCOUNT NUMBER	AMOUNT
101.120.5410	\$155,000.00

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 #34-6000196

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		PHASE II RECREATION & COMMUNITY CENTER STUDY		\$155,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$155,000.00

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, 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 or credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

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



BILL TO:

City of Canal Fulton

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

PURCHASE ORDER

P.O. NUMBER **RG010407**
P.O. DATE **05/28/15**
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
321.310.5730	\$6,500.00

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#94-8000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		LOCUST ST WATER & SEWER LINE EXTENSION CONTRACT MODIFICATION		\$6,500.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / ____		
TOTAL:				\$6,500.00

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

FISCAL OFFICER'S CERTIFICATE

I hereby certify that the amount required to meet the contract, agreement, obligation, 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 or 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