

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

June 7, 2016

1. CALL TO ORDER

Locust Street Roadway Widening Improvements
Phase 1B

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. REPORTS OF STANDING COMMITTEES

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

6. CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

May 17, 2016

7. REPORTS OF ADMINISTRATIVE OFFICERS

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

8. THIRD 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

9. SECOND READINGS

Resolution 10-16: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into a Contract with Mannik & Smith Group, Inc. for Construction Engineering and Inspection Services for the STA 93-Cherry/Locust Intersection Project, PID 90972

Resolution 11-16: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into a Contract with Schalmo Properties, Inc. for the Construction of the

10. FIRST READINGS

Ordinance 12-16: An Ordinance by the Council for the City of Canal Fulton, Ohio to Amend Chapter 1169.02 of Title Five – Zoning Map and Districts of the Codified Ordinances of Canal Fulton

Ordinance 13-16: An Ordinance Amending Ordinance 08-07, Employee Leave Benefits and Repealing any Ordinances in Conflict Therewith

Ordinance 14-16: An Ordinance Amending the Department of Police Services of the Codified Ordinances of Canal Fulton, Ohio to Create the Position of Police Lieutenant and Adding Chapter 129.04 Entitled Police Lieutenant

Ordinance 15-16: An Ordinance by the Council of the City of Canal Fulton, Ohio to Vacate Part of Basin Street

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

11. P.O.s

P.O. 10617 VENDOR CHANGE- to Concord Road Equipment Mfg. in the amount of \$70,000.00 for the Leaf Vacuum

P.O. 9355 to Multi Vendor in the amount of \$15,000.00 for Asphalt

P.O. 10864 to Northstar Asphalt, Inc. in the amount of \$49,500.00 for Mill & Repair to West Cherry St.

P.O. 10865 to JA Chapanar Excavating, Inc. in the amount of \$33,500.00 for Erie Avenue Storm Sewer Project

12. BILLS:

13. OLD/NEW/OTHER BUSINESS

14. REPORT OF PRESIDENT PRO TEMPORE

15. REPORT OF SPECIAL COMMITTEES

16. CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

17. ADJOURNMENT

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
May 17, 2016

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

ROLL CALL

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

A motion was made to excuse Nellie Cihon by Sean Craney, second by Danny Losch. All Council Members present voted yes. Motion approved.

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

Others in attendance: Chell Rossi, Joan Porter, Kathy Snyder, Earl Minks

OUTSTANDING STUDENT CITIZENSHIP AWARDS

Gracyn Clark

Zoe Baker

Mayor Schultz presented certificates to the recipients. Their teacher, Mrs. Burke was in attendance and introduced the students and remarked on their accomplishments. Both students are in the fifth grade at Sts. Phillip and James.

REPORTS OF STANDING COMMITTEES

Scott Svab reported that the Personnel/Rules and Finance Committee met prior to the meeting to discuss the Sergeant position. Pay rates were discussed. Personnel will look into creating a non-union position such as a Lieutenant rather than a Sergeant. Sue Mayberry reported that discussed was the sick leave payout for non-bargaining employees and the committee asked that legislation be prepared to match the current FOP union contract in regards to sick leave payout. Mark Cozy will check with the Civil Service Commission on the non-bargaining position.

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

None

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

May 3, 2016

A motion was made to approve the May 3, 2016 meeting minutes by, Sue Mayberry, second by Scott Svab.

Mrs. Mayberry asked that page 5, 2nd paragraph, 4th line that the word "supposedly" be added after they are.

All Council Members present voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – Kathy Snyder thanked Council for having the meeting at the Senior Center. She stated the center is alive and well. The next Swiss steak dinner will be June 11. May 28th there will be a plant sale and on June 5th, a card party.

Community Service – no report

Fire Chief – Chief Ray Durkee said that the fourth person shift has been implemented. Chief Durkee asked for a voice motion on retaining Chief Comstoc. This is the next step for the fire district. The Chief stated he had sent Council information on Chief Comstoc. Danny Losch commented that he had not reviewed it yet. Danny Losch said he would like more time to review and possibly interview Chief Comstoc. Mr. Cozy will contact him for the information. Mr. Cozy stated it would be nice to have Trustees and Council set up a work session and interview.

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
May 17, 2016

Police Chief - A monthly report was included in the packet. Chief Doug Swartz stated that our K9 assisted Jackson Township and we received a thank you letter from them on the assist. Police Chief Swartz commended Officers Stetka and Mosser for assisting Lawrence Township on a case.

Chief Swartz stated that there is a lot of attention to the case involving the teacher at Northwest High School. The school is cooperating with the investigation.

Sue Mayberry stated she received an email in regards to Chief Green and the department commending our professionalism with a live burn.

Engineer – Bill Dorman reported on the projects that are active. Included were Chip and Seal. Mr. Dorman said he spoke with Attorney Fellmeth in regards to the award of the Contract. Mr. Dorman stated they would like to award the contract to Melway Paving. The other bidder, Foill, Inc. has no chip and seal experience yet.

A motion was made to award the Chip and Seal bid to Melway Paving, Inc. in the amount of \$103,635.00 by Sue Mayberry, second by Sean Craney. All Council Members present voted yes. Motion approved.

Streets – no report

Public Utilities – no report

Finance Director – April Financials were included in the packet. Finance Director William Rouse stated that income tax was up one percent compared to last year. The April bills total is high due to a debt payment on a bond anticipation note. The revenue will return from this in May.

A motion was made to accept the April Financials by Danny Losch, second by Scott Svab. All Council Members present voted yes. Motion approved.

City Manager – City Manager Mark Cozy reported that he plans to go to the OPWC meeting in the beginning of June for the High Street Waterline. WE will know by the next meeting where we stand with the project.

Mr. Cozy stated that the Planning Commission is meeting on Thursday and they will review the possibility to add hotels as a conditional use in B1 zoning districts. Now they are only allowed in B2.

Mr. Cozy stated that the City's costs involving Canal Days is \$11,000.00 annually. The Canal Days Committee does reimburse the City back \$2,000.00. It is a \$9,000.00 net cost to the tax payers to run Canal Days.

Mr. Cozy is questioning the storm water assessment going on the water and sewer bills because not everyone gets water and sewer. This is based off run off from land. He feels a better course of action would be through the County on tax duplicates.

Mayor – Mayor Joe Schultz spoke about damage to cul-de-sacs from the large garbage trucks. Mayor Schultz would like to look into possibly getting smaller trucks for the cul-de-sacs in the future.

Parks & Recreation Board – Earl Minks stated that bat house will be going in the park with the street superintendent's recommendations on locations. The Park Board will continue to meet on the 2nd Wednesday of every month at 7:00pm.

Law Director – no report

THIRD READINGS

SECOND READINGS

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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

FIRST READINGS

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
May 17, 2016**

Resolution 10-16: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into a Contract with Mannik & Smith Group, Inc. for Construction Engineering and Inspection Services for the STA 93-Cherry/Locust Intersection Project, PID 90972

Resolution 11-16: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into a Contract with Schalmo Properties, Inc. for the Construction of the Locust Street Roadway Widening Improvements Phase 1B

Resolution 12-16: A Resolution by the Council Of The City of Canal Fulton, Ohio to Apply For a Grant from Nature Works for St. Helena Heritage Park and Declaring an Emergency.

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

A motion was made to approve Resolution 12-16 under suspension of the rules by Sean Craney, second by Dan Bucher, Jr. All Council Members present voted yes. Motion approved.

P.O.s

P.O. 09351 to Multi Vendor in the amount of \$30,000.00 for Income Tax Refunds

A motion was made to approve P.O. 9351 rules by Sue Mayberry, second by Scott Svab. All Council Members present voted yes. Motion approved.

P.O. 10852 to TRI C Concrete & Excavating in the amount of \$38,476.50 for Concrete Replacement

A motion was made to approve P.O. 10852 by Sue Mayberry, second by Sean Craney. All Council Members present voted yes. Motion approved.

BILLS: \$1,633,186.87

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

OLD/NEW/OTHER BUSINESS

Dan Bucher Jr. stated he spoke to Jimmy Smith from Ohio EV Solutions. Dan Bucher, Jr. asked where everyone was on moving forward with charging or free of charge for the electric vehicle station. Sean Craney stated he saw no reason to charge, it is a service we can provide and it brings them downtown. Dan Bucher, Jr. also agrees no charge. Sue Mayberry asked how much the City would pay for this. Dan Bucher said approximately \$200.00 per year. That is based two people a week. The Mayor and Danny Losch also agreed with no charge.

A motion was made to move forward with not charging to use the electric charging station by Sean Craney, second by Dan Bucher. Sue Mayberry voted no, all other Council Members present voted yes. Motion approved.

A motion was made to have the Finance Director create legislation for the sick leave payout compensation as written for the FOP Union by Sue Mayberry, second by Scott Svab. All Council Members present voted yes. Motion approved.

REPORT OF PRESIDENT PRO TEMPORE

Sean Craney stated that he would like to ass parking on Walnut. He would appreciate the help of Mark Petersen in looking to see if this is a possibility.

REPORT OF SPECIAL COMMITTEES

None

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
May 17, 2016**

None

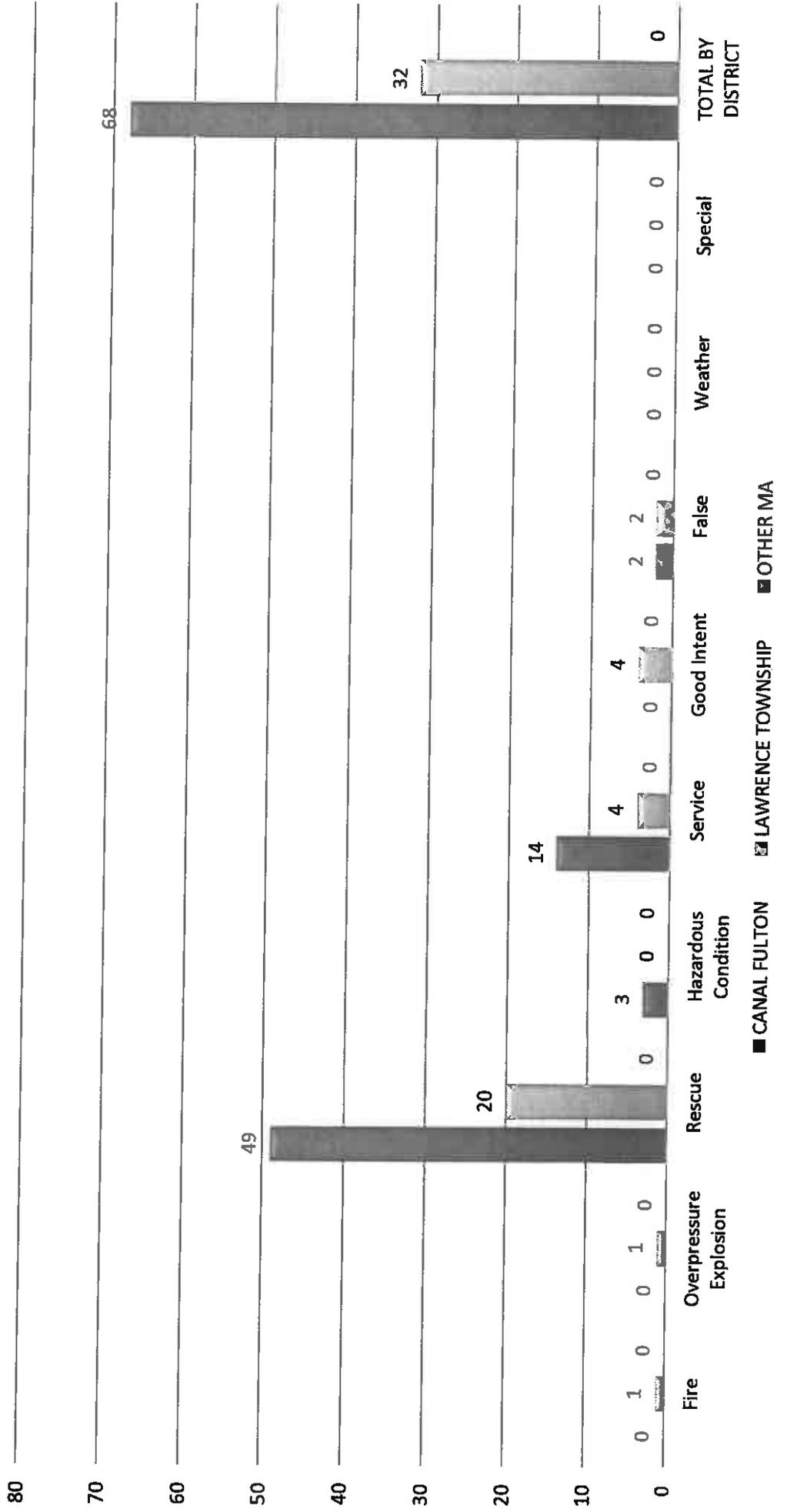
ADJOURNMENT

The meeting was adjourned.

Meeting minutes prepared by: Teresa Dolan

Meeting Minutes approved by Mayor Joseph A. Schultz

APRIL 2016 INCIDENTS



NORTHWEST

Incident Type Report (Summary)

**Alarm Date Between {04/01/2016} And
{04/30/2016}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.00%	\$104,300	100.00%
	<u>1</u>	<u>1.00%</u>	<u>\$104,300</u>	<u>100.00%</u>
2 Overpressure Rupture, Explosion, Overheat (no fire)				
251 Excessive heat, scorch burns with no ignition	1	1.00%	\$0	0.00%
	<u>1</u>	<u>1.00%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	65	65.00%	\$0	0.00%
322 Motor vehicle accident with injuries	3	3.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	1.00%	\$0	0.00%
	<u>69</u>	<u>69.00%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	1	1.00%	\$0	0.00%
424 Carbon monoxide incident	1	1.00%	\$0	0.00%
481 Attempt to burn	1	1.00%	\$0	0.00%
	<u>3</u>	<u>3.00%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
553 Public service	2	2.00%	\$0	0.00%
554 Assist invalid	13	13.00%	\$0	0.00%
561 Unauthorized burning	3	3.00%	\$0	0.00%
	<u>18</u>	<u>18.00%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
622 No Incident found on arrival at dispatch address	2	2.00%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be smoke	1	1.00%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	1.00%	\$0	0.00%
	<u>4</u>	<u>4.00%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
745 Alarm system activation, no fire - unintentional	2	2.00%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	2.00%	\$0	0.00%

NORTHWEST

Incident Type Report (Summary)

Alarm Date Between {04/01/2016} And
{04/30/2016}

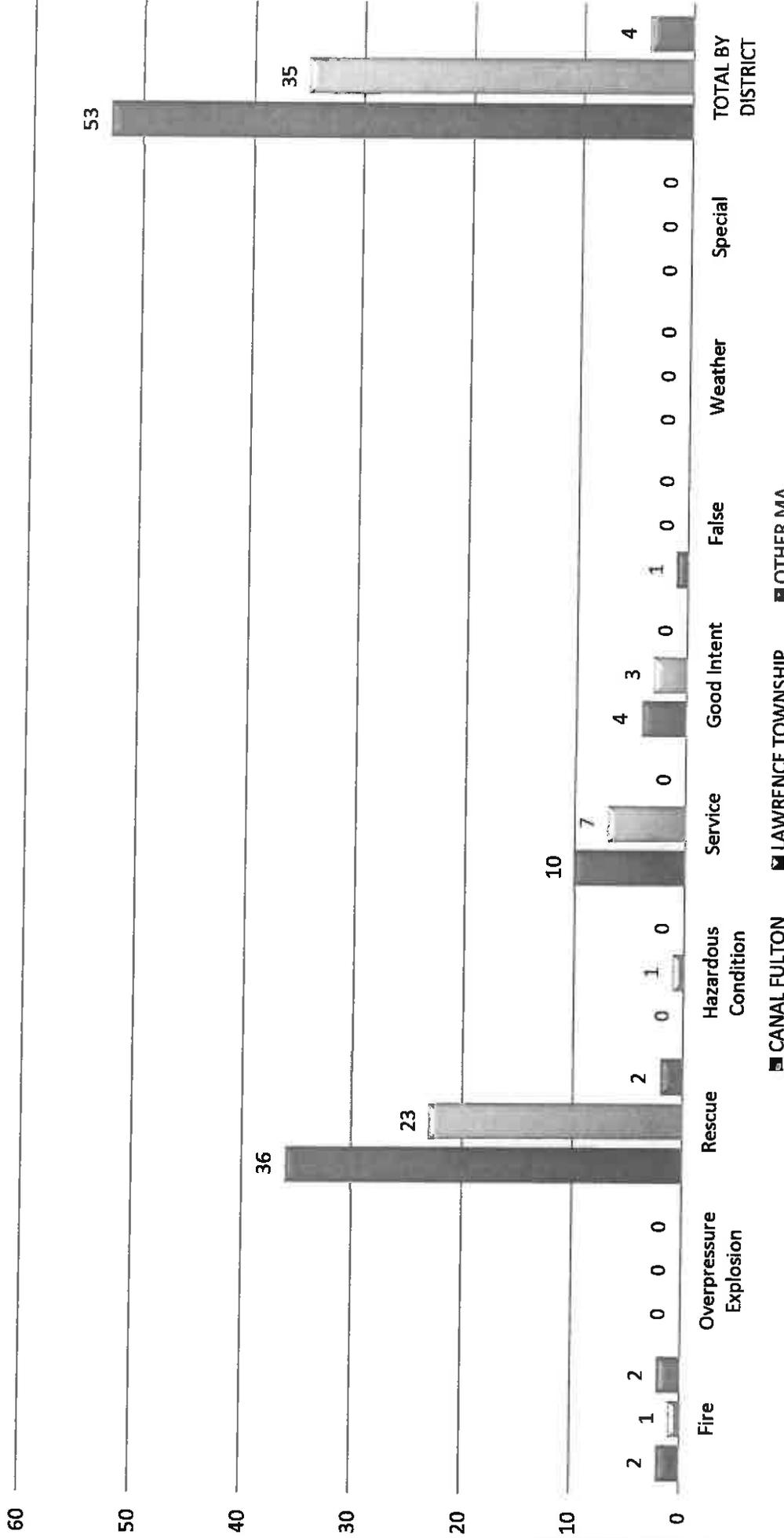
Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	4	4.00%	\$0	0.00%

Total Incident Count: 100

Total Est Loss:

\$104,300

MAY 2016 INCIDENTS



NORTHWEST

Incident Type Report (Summary)

**Alarm Date Between {05/01/2016} And
{05/31/2016}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	1.08%	\$0	0.00%
	1	1.08%	\$0	0.00%
1 Fire				
111 Building fire	2	2.15%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	1.08%	\$0	0.00%
143 Grass fire	1	1.08%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	1.08%	\$0	0.00%
	5	5.38%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	59	63.44%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.15%	\$0	0.00%
	61	65.59%	\$0	0.00%
4 Hazardous Condition (No Fire)				
441 Heat from short circuit (wiring), defective/worn	1	1.08%	\$0	0.00%
	1	1.08%	\$0	0.00%
5 Service Call				
554 Assist invalid	16	17.20%	\$0	0.00%
561 Unauthorized burning	1	1.08%	\$0	0.00%
	17	18.28%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	2	2.15%	\$0	0.00%
622 No Incident found on arrival at dispatch address	3	3.23%	\$0	0.00%
631 Authorized controlled burning	1	1.08%	\$0	0.00%
661 EMS call, party transported by non-fire agency	1	1.08%	\$0	0.00%
	7	7.53%	\$0	0.00%
7 False Alarm & False Call				
744 Detector activation, no fire - unintentional	1	1.08%	\$0	0.00%

NORTHWEST

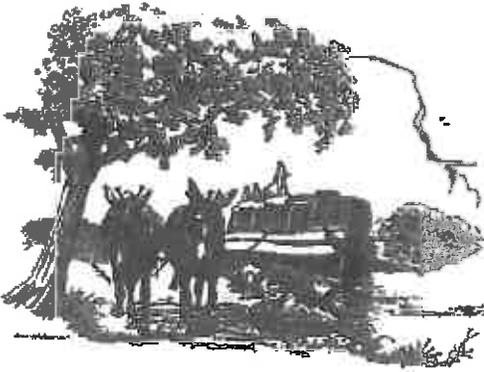
Incident Type Report (Summary)

Alarm Date Between {05/01/2016} And
{05/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	1	1.08%	\$0	0.00%

Total Incident Count: 93

Total Est Loss: \$0



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 7, 2016

1. Energy-Efficiency Performance Contracting: Johnson Controls has performed a preliminary energy-efficiency audit of city facilities. They did not find any drastic deficiencies but still believe there are enough areas for improvement to justify projects that will save the city \$100,000 over a 15-year period. The projects would be done in accordance with ORC Section 717.02 where the project loan would be paid by the dollars the city would save as a result of the project. They have also completed a study showing that we can also replace water meters within the same program. We now need to schedule a finance committee meeting to review the report and make a recommendation to city council.

2. Emergency Waterline Repair: It looks favorable that we will be able to add this repair to the existing OPWC Waterline Repair Projects Loan. The OPWC Integrating Committee will meet on June 28th to review our request.

3. Sidewalk Grant: We submitted a grant to complete the city sidewalk system to Giant Eagle, with signalization for crossings, to SCATS this week. The fund from which the grant would be awarded has been taken up by larger county projects, but if something opens up during the next two years we will be in line to get this project funded.

4. Construction Inspection Engineering: Mannik-Smith Group, the selected firm, has amended their estimates to align more closely with our budget. ODOT has approved their proposal. Bill Dorman will be present to discuss this in more detail. We need to approve this legislation Tuesday in order to maintain the project schedule.

5. Police Lieutenant: After discussing with the law director it would be up to city council to create the lieutenant position and establish the salary. It would then be the role of the civil service commission to oversee the filling of that position.

5. Right-of-Way Vacation Request: The right-of-way vacation plat has been drafted by the surveyor. According to this survey only 2-3 feet of the existing driveway along Mr. Hatfield's property is in the public right-of-way. Most of the driveway is on land owned by the Stark County Board of Commissioners.

John Hatfield has already given the city a check to pay for the vacation plat. I did speak with the developer about this and he told me that it is not his intent to cut off Ken Roberts' access to the back of his building. The developer wants to access the canal through an agreement with the County Commissioners and Stark Parks. He believes the existing right-of-way could interfere with his access to the canal as well as complicate his purchase of the property.

I met with Ken Roberts on Friday. I believe we can establish a dialogue to guide this downtown redevelopment project so that everyone benefits.

RECORD OF RESOLUTIONS

CEAR 02/17/03 100-325-004 FORM NO. 10043

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

SEF/bp



Exhibit "A"

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

April 13, 2016

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

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

Dear Mr. Cozy:

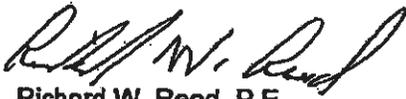
CTI is pleased that the City of Canal Fulton has requested our proposal for professional engineering services for design of replacement waterline on High Street, from Water St. to Leaver St., for a total project length of approximately 540 feet of waterline.

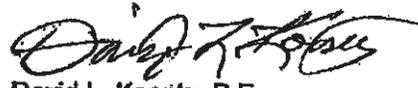
Attached are Appendix A General Conditions, and Appendix B Scope of Services, which describe our proposed efforts in greater detail. CTI proposes to perform the tasks outlined therein for a cost-plus fee not to exceed Nine Thousand Eight Hundred Dollars (\$9,800.00). This work will be invoiced monthly 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 judgement. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to

this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.

8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT.
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,

operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.

15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this 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

BEPTER GRAPHICS 800-325-8294 FORM NO. 30265

Resolution No. 8-16

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

BEAM GRAPHICS 800-821-8154 FORM NO. 33043

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

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 totaling \$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

BEAR GRAPHICS 800-585-0264 FORM NO. 30048

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

BEA/GRAPHICS 800-321-8204 FORM NO. 10140

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

RECORD OF RESOLUTIONS

BEAR-G31-211032 4821-321 8054 FORM NO. 30048

Resolution No. 10-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A CONTRACT WITH MANNIK & SMITH GROUP, INC. FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE STA 93-CHERRY/LOCUST INTERSECTION PROJECT, PID 90972.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for Construction Engineering and Inspection Services for the infrastructure improvement known as the STA 93-Cherry/Locust Intersection Project, PID 90972, and

WHEREAS, Mannik & Smith Group, Inc. has submitted a proposal acceptable to the City to provide these services for the designated 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 Mannik & Smith Group, Inc. for Construction Engineering and Inspection Services for the STA 93-Cherry/Locust Intersection Project, PID 90972, pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"



May 3, 2016

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

Re: Cost Proposal for STA-SR93-Cherry Street, City of Canal Fulton, PID No. 90972

Dear Mr. Cozy:

The Mannik & Smith Group, Inc. (MSG) is pleased to present the following cost estimate for the subject project, as per your request. MSG proposes to perform the Construction Engineering and Inspection services on a "time and materials" fee basis. Hours will be tracked monthly and billed against the estimated total outlined below. MSG has based our cost estimate on a twenty-eight (28) week project duration as outlined in the construction documents. Our hourly rates are based on our approved ODOT overhead rate of 165.08%, cost of money 0.46% and an 11% net fee. We have included in this submission, a copy of the "Cognizant Review Certificate No. 215229-SPG-01CR" as provided by ODOT.

A detailed breakdown including our assumptions and the cost estimate are attached for your reference.

Our specific billing rates for this project will be as follows:

Staffing:

Project Engineer - \$103 per hour
Documentation Clerk - \$85.00 per hour
Resident Inspector - \$69 per hour (\$81 for overtime)
Material Technician - \$61 per hour (\$72 for overtime)
Traffic Engineer/Inspector - \$96 per hour
QA/QC Reviewer - \$147 per hour

Expenses:

Asphalt Extraction/Gradation - \$195.00/each
Concrete Testing Equipment - \$15.00/day
Concrete Cylinders - \$19.00/each
Modified Proctor - \$208.00/each
Density Gauge - \$30.00/day
Density Kit - \$30.00/day
Mileage - \$0.52/mile

The Scope of Work for this project has been detailed in the attachments and enables MSG to estimate the work effort required to complete each task for this project. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

Personnel Fees.....	\$198,212
Expenses	\$19,359
Total Time & Materials, Not to Exceed Fee	\$217,571

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. In the absence of such communication, we guarantee our costs for the above work will not exceed the total indicated above. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

TECHNICAL SKILL.
CREATIVE SPIRIT.

OP100572.docx printed on 05/03/2016 10:48 AM

AGREEMENT

If this proposal meets with your approval, you may signify acceptance by signing and dating the designated locations attached and returning one signed copy to the undersigned. Your signature will be our written authorization to proceed with the project. Alternately, you may issue a purchase order referencing the date and scope of this proposal.

The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. Should you require any additional information pertaining to the specifics of this proposal, please contact the undersigned at your earliest convenience.

MSG appreciates the opportunity to provide this proposal and looks forward to serving The City of Canal Fulton. Should you have any questions or require further information please do not hesitate to contact me at (734) 790-5195.

Sincerely,



Aric R. Bennett
Principal, Vice President

c: David Koontz, PE, CTI Engineers Inc.

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. (MSG) to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event Client directs MSG to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these Terms and Conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: May 3, 2016

Proposal Number: OP160572

CITY OF CANAL FULTON

THE MANNIK & SMITH GROUP, INC.

Signature

Signature

Name (Printed)

Aric R. Bennett

Name (Printed)

Title

Principal, Vice President

Title

Date

May 3, 2016

Date

The Mannik & Smith Group, Inc.
Standard Terms & Conditions

Services The Mannik & Smith Group, Inc. (MSG) will perform services for the Project as set forth in MSG's proposal and in accordance with these Terms & Conditions. MSG has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Additional Services The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Period of Service MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the MSG proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control.

Compensation In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the MSG proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Tasks/Work Orders, MSG may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the Project is not exceeded.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, Subcontracted Services and Reimbursable Expenses without reduction of MSG's compensation. The Client shall provide MSG photocopies of all forms sent to such governmental authorities evidencing payment of these taxes.

Payment for MSG's services shall be made in United States dollars.

Payment Terms MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent

on arrangement of project financing. Invoice payment delayed beyond 60 calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond 70 calendar days shall be just cause for termination by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination.

Payment Definitions The following definitions shall apply to methods of payment:

Time & Materials is defined as the actual time MSG employees utilize to perform the scope of services at an established billing rate, plus the actual cost of materials and equipment usage.

Lump Sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted Services are defined as Project related services provided by other parties to MSG.

Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Authorized Representatives The officer assigned to the Project by MSG is the only authorized representative to make decisions or commitments on behalf of MSG. The Client shall designate a representative with similar authority.

Buried Utilities Where applicable to the Project, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in manner consistent with the Standard of Care. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. The Client agrees to waive all claims and causes of action against MSG for a) damages to underground improvements resulting from subsurface penetration locations established by MSG; and/or b) economic damages resulting from subsurface penetration locations established by MSG, except for damages caused by the sole negligence or willful misconduct of MSG.

Compliance with Laws MSG shall perform its services consistent with its Standard of Care and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Confidentiality MSG will hold in confidence any information about the Client's operations which would normally be considered confidential. Such obligation shall not hold with respect to:

- a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.

- b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
- c. Information which is released from its confidential status by the Client.
- d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given the other party.
- e. Where disclosure is required to comply with a professional code of conduct or ethics.
- f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

Consequential Damages Neither the Client nor MSG shall be liable to the other for any consequential damages regardless of the nature or fault.

Cost Estimates or Opinions MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that actual costs may vary from the cost estimates or opinions prepared and that MSG offers no guarantee related to the Project cost.

Defects in Service The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor agreement and shall require all subcontracts at any level to contain a like provision. Failure by the Client and Client's contractors and subcontractors to notify MSG shall relieve MSG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

The venue and/or hearing of any dispute resolution procedure under this Agreement shall be in the State of Ohio unless the Parties agree on another mutually convenient location. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. To the extent applicable, this Agreement and any award rendered under it shall be governed by the Convention of the Recognition and Enforcement of Foreign Arbitration Award.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials and/or petroleum compounds that may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall defend and indemnify MSG from any claim or liability or loss arising from or caused by hazardous materials and/or petroleum compounds encountered on the Project except for those events caused by the sole

negligence or willful misconduct of MSG. MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to hazardous materials, petroleum compounds and/or toxic substances in any form at the Project site.

Force Majeure MSG shall be entitled to an equitable adjustment to the schedule and compensation for force majeure events, including but not limited to: Acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, Acts of war, terrorism, violence, floods, epidemics, quarantine restrictions, strikes, embargoes, and unusually severe weather or any other cause outside of the control of MSG. MSG shall notify Client in writing within fourteen (14) days after the beginning of any such cause becomes known, which would affect its performance. In the event a force majeure event continues for more than 30 days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Governing Law The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state of Ohio.

Indemnification MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence.

Independent Consultant MSG shall serve as an independent consultant for services provided under this Agreement. MSG shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by MSG.

Information from Other Parties The Client and MSG acknowledge that MSG will rely on information furnished by other parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Lien Rights MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

Insurance MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

- Worker's Compensation	As required by applicable state statute
- Commercial General Liability	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
- Automobile Liability	\$2,000,000 combined single limit for bodily injury and property damage
- Professional Liability	\$2,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Limitation of Liability In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this agreement and/or MSG's performance of services on the Project, from any and all causes, to \$50,000 or the fee realized by MSG for the Project, whichever is greater.

Ownership of Documents Documents prepared by MSG for the Project are instruments of services and shall remain the property of MSG. Record documents of service shall be based on the printed copy. If specified in the MSG proposal, MSG will furnish documents electronically; however, the client releases MSG from any liability that may result from documents used in this form. MSG shall be defended and indemnified for reuse of documents for any purpose other than those intended under the Project.

Permits and Approvals MSG will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Relationship of The Parties All services provided by MSG are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

Safety MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Contractor.

Security Client shall provide security at the Project site, to the extent necessary, to minimize threats of violence.

Site Access The Client shall obtain all necessary approvals for MSG to access the Project site(s).

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Standard of Care Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances (Standard of Care). The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Regardless of any other term or condition of this Agreement, MSG makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Survival All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

Suspension of Work The Client may suspend services performed by MSG with cause upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination In the event of substantial failure by a party to fulfill its obligations of the terms hereunder, that party may be deemed in default. If the party fails, within seven (7) calendar days after receipt of written notice to commence and continue satisfactory correction of the default with diligence and promptness, then the other party without prejudice to other remedies it has may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices within fourteen (14) calendar days.

Third Party Claims The Client will compensate MSG for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of MSG.

Violations of Law The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practices Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act. (Pub. L. 111-5), to the extent caused by the Client or his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Waiver of Rights The failure of either party to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Entire Agreement This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties. Should any portion be found to be illegal or non-enforceable, such portion shall be deleted and the balance shall remain in effect.

MSG Scope of Services for STA-SR93-Cherry Street, PID No. 90972

MSG will perform all Construction Engineering, Inspection and Administration tasks and reporting as required by the ODOT LPA Manual. In general, we envision our role (from start to finish) as follows:

- Up front review of the Construction Plans and Contract Documents.
- Participation in the initial meeting with the ODOT LPA Construction Monitor.
- Participation in Pre-Construction Conference.
- Up front Site Review with Contractor and City (if necessary).
- Set up of Word and Excel files for Project Recordkeeping.
 - MSG utilizes our proprietary excel spreadsheet program specifically setup for each project to enter and track contractor's work quantity items.
- Up front Review and Approval of required Contractor's Correspondence (sub-contractors, materials, material suppliers, mix designs, etc.).
- Material Management Process
 - Set up of spreadsheet per contract line items for required material documentation
 - Review and approval relative to certified ODOT suppliers
 - Contractor/Sub-contractor to submit proposed project materials
 - Review and approval relative to approved ODOT materials/JMFs
 - Verification that materials are delivered to site and used in construction are as approved
 - Material has TE-24 certification; Material is on "Qualified Products List"; Material "Bill of Laden" is provided, and Material specifications sheets, pay tickets with JMF, etc.
- Weekly review of the contractor's progress schedule to ensure critical path milestones are being met.
- Facilitate on site material testing as required
 - Proof rolling; Aggregate backfill compaction testing; Concrete sampling and strength testing; and Asphalt sampling (site and/or plant) and compaction testing (if required)
- Full-time Construction Observation of Contractor's work operations to ensure conformance to the construction plans and specifications.
 - Prepare Daily Construction Reports, including Contractor's work force, progress, MSG measured quantities, etc.
 - Inspection Reports submitted weekly with quantity summary to date.
 - Filing of Material Documentation.
 - Conduct regular Progress Meetings.
 - Review and Submission of Contractor's Pay Requests (our quantity summary will match the Contractor's pay request).
 - Evaluation, review and recommendation to City relative to necessity of Change Orders
 - Interaction with the City and the ODOT Monitor advising of progress and problems/solutions.
 - Weekly review (or as needed) of contractor's soil and erosion sediment control measures.
- Conduct a Final Inspection with the Contractor, City and the ODOT LPA Construction Monitor.
- Review Contractor's completion of Punch List items and Certification of Project Completion.
- Review and submission of Contractor's Final Payment Requests.
- Preparation of "Record Drawings" (if necessary).
- Participation in Final Project Audit with the City and the ODOT LPA Construction Monitor.



OHIO DEPARTMENT OF TRANSPORTATION
CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR - JERRY WRAY, DIRECTOR

Cognizant Review Certificate No. 15229-SPG-01CR

August 17, 2015

Steven Vandenbossche, CFO
Mannik & Smith Group, Inc.
1800 Indian Wood Circle
Maumee, OH 43537

Dear Mr. Vandenbossche:

We have performed a cognizant review of the audit, and supporting workpapers, of the Indirect Cost Rate of your firm for the year ended December 31, 2014 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs, P.C. The CPA represented that the audit was conducted in accordance with Government Auditing Standards as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates.

During our cognizant review nothing came to our attention that caused us to believe that the examination and supporting workpapers for the Indirect Cost Rate and the related Accountant's Report we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion. We recommend acceptance of the following rates:

Corporate Overhead	165.08%
Facilities Capital Cost of Money	0.46%

Thank you for your assistance during the course of our review.

Respectfully,

A handwritten signature in cursive script that reads "Gregory Stephens".

Gregory Stephens
External Audit Manager
Ohio Department of Transportation
Division of Finance

RECORD OF RESOLUTIONS

BEA/GRAPHIC 800-325-8384 FORM NO. 00043

Resolution No. 11-16 Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A CONTRACT WITH SCHALMO PROPERTIES, INC. FOR THE CONSTRUCTION OF THE LOCUST STREET ROADWAY WIDENING IMPROVEMENTS PHASE 1B.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the infrastructure improvement known as the Locust Street Roadway Widening Improvements Phase 1B, and

WHEREAS, Schalmo Properties, Inc. has submitted a proposal acceptable to the City to provide the services needed to construct 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 a contract with Schalmo Properties, Inc. for infrastructure improvement known as the Locust Street Roadway Widening Improvements Phase 1B pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

CONSTRUCTION AND PERFORMANCE AGREEMENT

The undersigned, Schalmo Properties, Inc., hereinafter called the "Developer", in compliance with Title One of the Planning and Zoning Code of the City of Canal Fulton, Ohio, entitled "Subdivision Regulations", hereby covenants and agrees to construct and install the proposed public pavement widening, storm sewer, and curb and gutter known as **Locust Street Roadway Widening Improvements Phase 1B** as previously approved by the City Council, hereinafter called the "Public Utility Project".

Developer further covenants and agrees:

1. That all such public improvements and utilities shall be constructed and installed in full compliance with the provisions of said Subdivision Regulations, as well as with specifications established by the City Engineer and kept on file in his office. The aforementioned provisions and specifications shall be considered part of this Agreement as though fully rewritten herein.
2. To notify the City Engineer when each phase of any and each improvement or installment is completed and ready for final inspection and approval thereof, and that any service rendered to the Developer by the City of Canal Fulton, Ohio, in connection with necessary inspections or other related matters shall be promptly paid by Developer, as they are billed therefore.
3. That such improvements will be completed and installed within eighteen (18) months of the date of this agreement.
4. That all such improvements and installations will be laid, constructed and installed in a workmanlike manner and that the Developer guarantees such work and materials for a period of two (2) years from the date of acceptance thereof by the City Engineer. Upon acceptance of improvements, the Developer shall file a maintenance bond which shall guarantee improvements for two years. The amount of the bond shall be determined by the City Engineer and approved by City Council.
5. That the Developer will bear and pay the total cost of all improvements thereof.
6. That the Developer will promptly replace or repair any work or materials shown to be defective within the two (2) year maintenance guarantee period, provided that timely notice of the nature of the same is given in writing to the Developer by the City Engineer. In the event that the Developer refuses or fails to replace any defective work or materials within a reasonable time after such notice thereof, the City of Canal Fulton, Ohio, may cause such work to be done and the Developer shall pay the cost of the same.

The Developer further agrees to comply with the rules and regulations of the City of Canal Fulton, Ohio, governing the construction and installation of the above improvements, and to take the necessary safety precautions to prevent injury to persons and property on or about the site of the improvements. The Developer shall assume the defense of, indemnify, and save harmless the City of Canal Fulton, Ohio, and its individual officers and agents from all claims relating to labor and materials furnished for the work and from all liability for injuries to any person, corporation or property received or sustained by or from the act of the Developer or its employees, agents or subcontractors in connection with the construction and installation of the improvements herein set forth.

For the purposes of indemnifying and saving harmless the City of Canal Fulton, Ohio, from all claims for damages as set forth above, the Developer will give evidence by a certificate of insurance to the City of Canal Fulton, Ohio, of its having in effect a general liability insurance policy with \$500,000 coverage for each occurrence combined single limit of liability for bodily injury and/or property damage. Said certificate of insurance shall identify the City of Canal Fulton, Ohio, as additional insured.

In order to insure the full and faithful performance of the Agreement, the Developer attaches hereto, its unconditional escrow commitment or performance bond subject to the sole and exclusive control of the City of Canal Fulton, Ohio, in the sum of **Two Hundred Fifty Seven Thousand Eight Hundred Fifteen Dollars (\$257,815.00)** to insure the construction of the Improvements shown on the approved plans and implementation of soil and erosion control measures and the full payment of inspection and engineering fees within ninety (90) days of billing by the City. The Developer acknowledges that this sum shall be subject to the sole and exclusive control of the City of Canal Fulton, Ohio, for its release, based upon the City of Canal Fulton's acceptance for the performance assured herein. No direct or sub-contractual agreement of the Developer shall be deemed to authorize or encumber these funds, nor shall the obligation of the Developer constitute a basis for their release. Said funds shall be released only by the City of Canal Fulton, Ohio, upon proper acceptance of partial performance or completion, based upon the percentage of the project deemed completed and acceptable by the City Engineer, or the City Council, and no others. The Developer shall hold the City of Canal Fulton harmless, shall assure the defense of, and fully indemnify the City, its individual officers and agents from any and all liability for claims arising out of the release of escrow funds. Notwithstanding completion of the improvements mentioned herein, the escrow agreement shall not be released until a satisfactory maintenance bond in terms and amount approved by the City of Canal Fulton's Council; shall have been furnished for a maintenance period of two (2) years.

The City of Canal Fulton, Ohio, agrees with the Developer that it shall make all inspections as called for, and, so long as the Developer complies with the terms of the Agreement, shall not unreasonably hinder or obstruct the Developer in the performance of the work herein set forth.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2016.

Witnesses:

Donald Schalmo

In the Presence of:

The City of Canal Fulton, Ohio

Mark Cozy, City Manager

Approved as to form:



Scott Fellmeth, Law Director

4/19/2016

CITY OF CANAL FULTON
 PRELIMINARY OPINION OF PROBABLE COST OF CONSTRUCTION
 LOCUST STREET WIDENING, STORM SEWER, AND CURB & GUTTER - PHASE 1B
 North Side - Old Corp. Line to New Corp. Line - 1,343 FT (0.254 MI)

REF	ITEM	DESCRIPTION	QTY.	UNITS	UNIT PRICE	AMOUNT
1	204	SUBGRADE COMPACTION	1870	S.Y.	\$ 1.50	\$ 2,805.00
2	254	PAVEMENT PLANING, ASPHALT	660	S.Y.	\$ 3.00	\$ 1,980.00
3	301	ASPHALT CONCRETE BASE, PG64-22	230	C.Y.	\$ 120.00	\$ 27,600.00
4	304	AGGREGATE BASE	230	C.Y.	\$ 50.00	\$ 11,500.00
5	407	TACK COAT	100	GAL	\$ 2.50	\$ 250.00
6	407	TACK COAT FOR INTERMEDIATE COURSE	60	GAL	\$ 2.50	\$ 150.00
7	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22	80	C.Y.	\$ 145.00	\$ 11,600.00
8	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG70-22M	180	C.Y.	\$ 155.00	\$ 29,450.00
9	SPECIAL	PAVEMENT REINFORCING FABRIC, TENSAR STARGRID G+PF	880	S.Y.	\$ 6.00	\$ 5,280.00
10	603	36-INCH STORM SEWER, TYPE B	5	FT.	\$ 100.00	\$ 500.00
11	603	12-INCH STORM SEWER, TYPE B	110	FT.	\$ 50.00	\$ 5,500.00
12	603	15-INCH STORM SEWER, TYPE B	270	FT.	\$ 60.00	\$ 16,200.00
13	603	18-INCH STORM SEWER, TYPE B	942	FT.	\$ 65.00	\$ 61,230.00
14	604	CATCH BASIN NO. 3	1	EA.	\$ 3,000.00	\$ 3,000.00
15	604	CATCH BASIN NO. 3	7	EA.	\$ 2,500.00	\$ 17,500.00
16	609	COMBINATION CURB AND GUTTER, TYPE 2	1340	FT.	\$ 16.00	\$ 21,440.00
17	614	MAINTAINING TRAFFIC	1	LUMP	\$ 4,000.00	\$ 4,000.00
18	623	CONSTRUCTION LAYOUT STAKING	1	LUMP	\$ 2,000.00	\$ 2,000.00
19	624	MOBILIZATION AND BOND	1	LUMP	\$ 5,000.00	\$ 5,000.00
20	630	GROUND MOUNTED SIGN SUPPORT, NO. 3 POST	45	FT.	\$ 15.00	\$ 675.00
21	630	SIGN, FLAT SHEET	39	S.F.	\$ 25.00	\$ 975.00
22	644	CENTER LINE	0.5	MI	\$ 4,000.00	\$ 2,000.00
23	644	EDGE LINE	0.25	MI	\$ 3,000.00	\$ 750.00
24	644	LANE ARROW	4	EA.	\$ 100.00	\$ 400.00
25	644	REMOVAL OF CENTER LINE	0.25	MI	\$ 1,000.00	\$ 250.00
26	659	SEEDING AND MULCHING	1500	SY	\$ 1.00	\$ 1,500.00
27	832	STORM WATER POLLUTION PREVENTION PLAN	1	LUMP	\$ 1,000.00	\$ 1,000.00
28	832	EROSION CONTROL	1	LUMP	\$ 3,500.00	\$ 3,500.00

CONSTRUCTION COST TOTAL FOR PAVEMENT WIDENING PHASE 1B \$ 238,035.00



David L. Koontz 4/19/16
 David L. Koontz, P.E. #48623 (OH) Date

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 18-16

Passed _____, 20____

AN ORDINANCE BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO AMEND CHAPTER 1169.02
OF TITLE FIVE – ZONING MAP AND
DISTRICTS OF THE CODIFIED
ORDINANCES OF CANAL FULTON.

WHEREAS, on May 19, 2016 the Planning Commission of the City of Canal Fulton has recommended amending Chapter 1169.02 of Title Five-Zoning Map and Districts of the Codified Ordinances of Canal Fulton, and

WHEREAS, it is the intent of the Planning Commission to permit a Hotel to be a conditionally permitted use in a B-1 General Office District, and

WHEREAS, a public hearing and notice thereof have been held and given, as required by Ohio Revised Code Section 713.12.

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

Chapter 1169.02(b) B-1 General Office District is amended to read:

1169.02 USES

- (b) Conditionally Permitted Uses: The Planning Commission may issue conditional zoning certificates for uses listed herein subject to the general requirements of Chapter 1145 and to the specific requirements of Section 1145.04, referred to below:
- (1) Drive-in banking facilities subject to Subsection 102.
 - (2) Clubs, lodges, fraternal, charitable or social agencies subject to Subsection 102, 103, 105, 110.
 - (3) Temporary buildings for uses incidental to construction work subject to Subsection 114. (Ord. 22-1972. Passed 8-1-72.)
 - (4) Veterinarian hospital or clinic. (Ord. 8-1980. Passed 4-1-80.)
 - (5) Rented apartments above businesses. (Ord.25-05. Passed 11-15-05).
 - (6) Amusement arcades with adequate off-street parking. (Ord. 5-87. Passed 2-23-87.)
 - (7) Bed and Breakfast Inns subject to Subsections 103 and 117. (Ord. 23-87. Passed 5-19-87.)

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

- (8) First floor apartments subject to subsection 132.
(Ord. 7-91. Passed 4-2-91.)
- (9) Outdoor dining on public property subject to subsection 133.
(Ord. 45-94. Passed 8-16-94.)
- (10) Hotel

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dujose Legal Blank, Inc.

Form No. 30043

Ordinance No. 13-16

Passed _____, 20____

AN ORDINANCE AMENDING ORDINANCE 08-07, 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 08-07 (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 (a) of the Administrative Code is amended as follows:

141.18 LEAVE BENEFITS

(a) Sick Benefits. Each full-time employee of the City work force shall be entitled to sick leave of 4.6 hours with pay for each completed eighty hours of work. Employees may use sick leave for absence due to personal illness, pregnancy, injury, or death in the employee's immediate family. Unused sick leave credit shall be cumulative. Upon retirement, sick leave compensation will be paid for one quarter of the employee's accrued sick leave, for an employee with ten or more years of service with the City. The ten years of service must be immediately prior to retirement with no break in service. No employee may have more than one sick leave conversion from the City. Part-time employees are not eligible for sick leave benefits.

(1) Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness or injury to the employee;
- B. Exposure of the employee to a contagious disease communicable to other employees;
- C. Serious illness, injury or death in the employee's immediate family where the employee's presence is reasonably necessary;
- D. The birth of a child or the adoption of a child and/or
- E. Doctor, dentist or other practitioner appointments for the employee when such examinations cannot be scheduled during the employee's non-work hours, and for immediate family members when the employee's presence is necessary.

(2) The immediate family or close relationship is defined as: parent, grandparent, spouse, child, step-child, other dependents who live in the employee's household, brother, sister, in-laws, and grandchildren. Exceptions must be approved by Council.

(3) An employee returning to work after any absence due to sickness or injury may be required to have a medical statement from his doctor explaining the reason for the absence. This will be decided at the discretion of the Department Head. This statement may also be required to certify that the employee is physically able to perform his regular duties or explain what duties to which he may be limited.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____

Passed _____, 20____

Section 3: All other ordinances inconsistent herewith are repealed.

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

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

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

Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 14:16

Passed _____, 20____

AN ORDINANCE AMENDING THE DEPARTMENT OF POLICE SERVICES OF THE CODIFIED ORDINANCES OF CANAL FULTON OHIO TO CREATE THE POSITION OF POLICE LIEUTENANT AND ADDING CHAPTER 129.04 ENTITLED POLICE LIEUTENANT.

WHEREAS, the City of Canal Fulton, Ohio enacted Chapter 129 to regulate the Department of Police Services, and

WHEREAS, the Council of the City of Canal Fulton desires to amend Chapter 129 to create the position of Police Lieutenant.

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

Chapter 129 of the Canal Fulton, Ohio Department of Police Services shall be amended to add Chapter 129.04 entitled Police Lieutenant.

129.04 Police Lieutenant

- (a) The City shall have an assistant marshal, designated as Police Lieutenant, appointed by the Mayor, with the advice and consent of Council. The Police Lieutenant shall continue in office until removed therefrom as provided in ORC 737.12 or other applicable Ohio law.
- (b) The position of Police Lieutenant shall be an unclassified second in command to the Chief of Police and shall serve with specific duties and responsibilities assigned by the Chief of Police.

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____-16, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2016, and that publication of the foregoing Ordinance was duly made by listing same on the city's 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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 15-16

Passed _____, 20____

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO VACATE PART OF BASIN STREET.

WHEREAS, the City of Canal Fulton has received a request by a City property owner to vacate part of Basin Street containing 234 square feet more or less, and

WHEREAS, the Canal Fulton Planning Commission has reviewed the proposal of the portion to be vacated, 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 part of Basin Street containing 234 square feet more or less 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 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

STATE OF OHIO, COUNTY OF STARK
PART OF BASIN STREET
IN THE CITY OF CANAL FULTON

EXHIBIT "A"

WALNUT STREET 66'

CANAL STREET 66'

MARKET STREET 60'

OHIO & ERIE CANAL

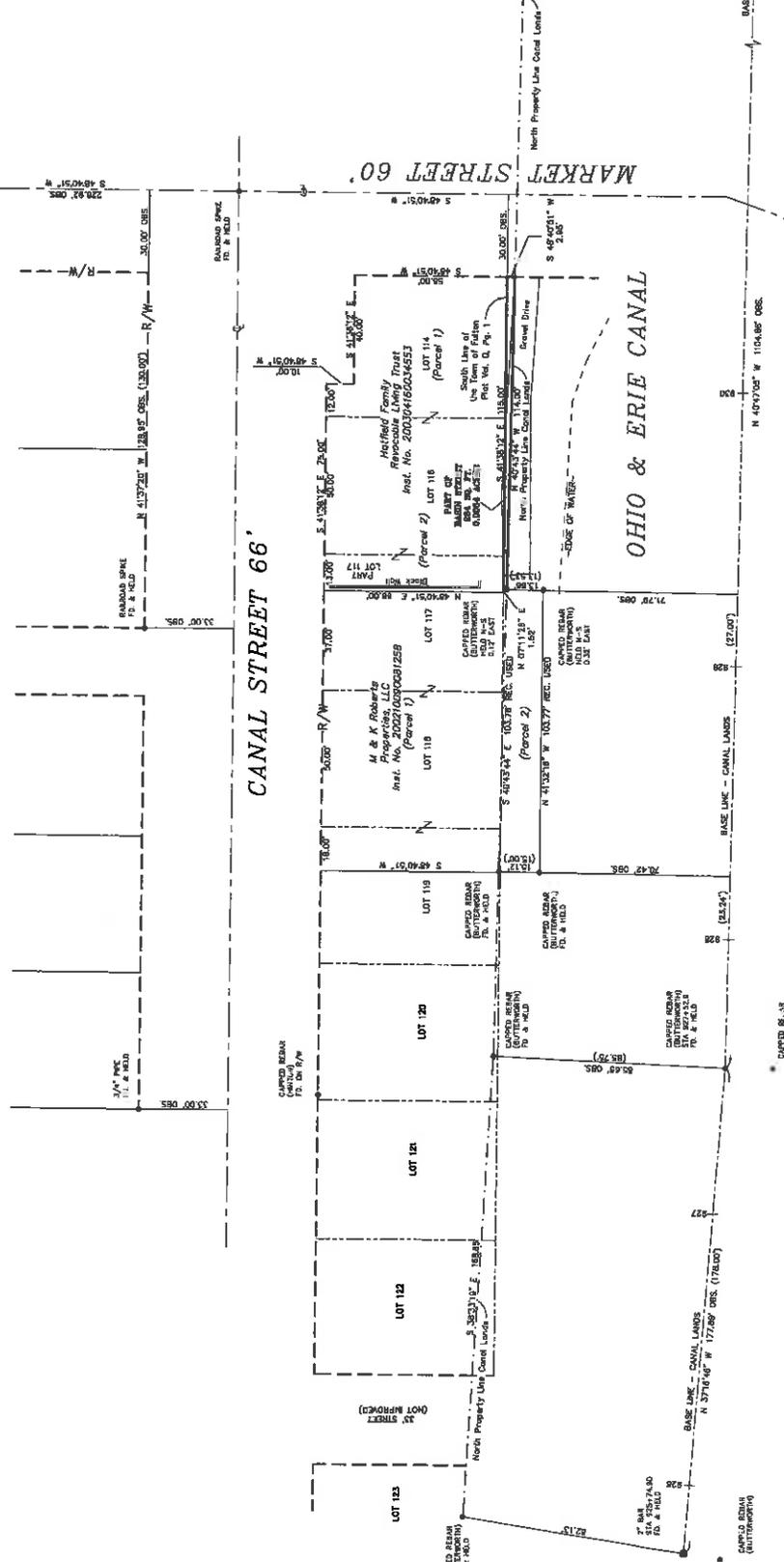


BASIS OF BEARINGS

THE BASIS FOR BEARINGS IS GRID NORTH, OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (2011)

LEGEND

- REC. - RECORD DISTANCE
- CALC. - CALCULATED DISTANCE
- ORIG. - ORIGINAL DISTANCE
- 17.00' - THE PLACE OF
- P.O.B. - PLACE OF BEGINNING
- M - MURNAMENT BOX
- - SURVEY POINT, SIZE
- o - 5/8" C.P.M.A. 30 INCHES
- o - 5/8" C.P.M.A. 30 INCHES
- A - PLANNING HALL
- B.O.L. - BOUNDARY LINE
- (P.O.B. - PLACE OF BEGINNING)
- (P.O.B. - PLACE OF BEGINNING)



- RESOURCES**
- STARK COUNTY HISTORIC
 - STARK COUNTY DEEDS REFERENCED HEREON
 - HISTORICAL TOWN MAPS
 - MAP OF THE TOWN OF FULTON
 - VOLUME 6, PAGE 1
 - MAP OF CITY OF CANAL FULTON
 - OHIO AND ERIE CANAL MAP #46
 - ATTACHMENT CARRY ON U.S. SLATS
 - OHIO AND ERIE CANAL SURVEY BY
 - LANDSCAPE ARCHITECTURE - APRIL, 2007



NOTE: DIMENSIONS GIVEN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
 NOTE: THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ANY RECORDS OR SURVEYS MADE FOR RECORDS, RIGHT-OF-WAYS & ETC.
 I, JAMES A. CLARK, SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE STATUTES AND REGULATIONS GOVERNING THE STATE OF OHIO AS DESCRIBED IN O.A.C. CHAPTER 4733-01.
 DATE: 05/18/2018
 JAMES A. CLARK
 SURVEYOR
 2418 Embury Park South 100
 Canal Fulton, OH 43015
 (614) 391-0895
 FAX: (614) 391-0896
 EMAIL: JAC@JAC-SURV.COM

BOUNDARY SURVEY
 CITY OF CANAL FULTON
 STARK COUNTY, OHIO

DATE: _____

BY: JAC
 SCALE: 1" = 20'
 JOB NO: 20180205
 SHEET 1 OF 1

JAMES A. CLARK ASSOCIATES, INC.
 2418 Embury Park South 100
 Canal Fulton, OH 43015
 (614) 391-0895
 FAX: (614) 391-0896
 EMAIL: JAC@JAC-SURV.COM

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 16-16

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	227,715.67	30,000.00	257,715.67

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

Joseph A. Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

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

Teresa Dolan, Clerk of Council

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

PO NUMBER: RG010617
PO DATE: 11/09/15
DEPARTMENT: MAYOR . ADMIN
CREATED BY:
VENDOR NO: 01185

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

ENDOR:

~~JUDCO, INC.~~ * Vendor change
~~P.O. BOX 358~~
~~ELVRIA, OH 44036~~
Concord Road Equipment MFG
348 Chester Street
Painesville, OH 44077

ACCOUNT NUMBER	AMOUNT
391.120.5730	\$70,000.00

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

QTY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		LEAF VACUUM		\$70,000.00
		<p>This Purchase Order in Excess of \$5,000.00 was Approved by a Motion of Canal Fulton City Council on <u>11/17/2015</u></p>		
TOTAL:				\$70,000.00

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

[Signature]
Finance Director
[Signature]
City Manager / Mayor
Date: 11/23/15

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

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

MV009355

P.O. DATE

06/01/16

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	\$15,000.00

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 # 34-6000496

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		Multi-Vendor Asphalt		\$15,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$15,000.00

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, and or directed for such purpose and is in the Treasury or in the process of collection 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: **RG010864**
P.O. DATE: **06/01/16**
DEPARTMENT: **STREET**
CREATED BY:
VENDOR NO.: **00931**

DELIVER TO:

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

ENDOR:

NORTHSTAR ASPHALT INC
7345 SUNSET STRIP NW
NORTH CANTON, OH 44720

ACCOUNT NUMBER	AMOUNT
392.360.5743	\$49,950.00

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

QTY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		MILL & REPAIR WEST CHERRY ST		\$49,950.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$49,950.00

NOTE 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 certify that the amount required to meet the contract, agreement, obligation, expenditure stated in this purchase order has been lawfully appropriated, directed for such purpose and is in the Treasury or in the process of collection from 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

PURCHASE ORDER

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

P.O. NUMBER

RG010865

P.O. DATE

06/02/16

DEPARTMENT

MAYOR . ADMIN

CREATED BY

VENDOR NO.

02222

DELIVER TO:

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

VENDOR:

J A CHAPANAR EXCAVATING INC
5374 ARLINGTON RD
CLINTON, OH 44216

ACCOUNT NUMBER	AMOUNT
391.120.5730	\$33,500.00

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

FEDERAL ID # 34-6000498

CITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		Erie Avenue Storm Sewer Project		\$33,500.00
		THIS PURCHASE ORDER IN EXCESS OF \$5,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$33,500.00

NOTE 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 certify that the amount required to meet the contract, agreement, obligation, expenditure stated in this purchase order has been lawfully appropriated, directed for such purpose and is in the Treasury or in the process of collection 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 CITY MANAGER