

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

August 4, 2015

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **REPORTS OF STANDING COMMITTEES**

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

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

July 21, 2015

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

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

8. **THIRD READINGS**

TABLED Resolution 14-15: A Resolution Approving the Statement of Services to be Provided to the Property Owners in the Canal Lands Annexation II Area, the Approximate Date Services will be Provided, Procedure for Incompatible Zoning Uses Upon its being Annexed to the City of Canal Fulton, Ohio and Declaring the Same to be an Emergency

Ordinance 21-15: An Amended Ordinance by the Council of the City of Canal Fulton, Ohio Authorizing Canal Lands II annexation of 62 Acres, more or less, from Lawrence Township, Stark County, Ohio to the City of Canal Fulton and Repealing Any Ordinance in Conflict Therewith

Resolution 16-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter Into a Community Clean-up Agreement with the Canal Fulton Lions Club.

Resolution 20-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into and Amended Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Cherry-Locust Intersection Improvements

Resolution 24-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with Risinger & Associates, Inc. for Community Information Services for the Canal Fulton Community Campus Project.

9. **SECOND READINGS**

Resolution 22-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Name the West Side Fire Station in Canal Fulton After James J. Coughlin

Ordinance 22-15: An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations.

10. **FIRST READINGS**

Resolution 25-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into a Contract with Melway Paving Co., Inc. for the 2015 Chip and Seal Improvements Project

Ordinance 23-15: An Ordinance Approving the Editing and Inclusion of Certain Ordinances as Parts of the Various Component Codes of the Codified Ordinances; Providing for the Adoption of New Matter in the Updated and Revised Codified Ordinances; Publishing the Enactment of Such New Matter; Repealing Ordinances and Resolutions in Conflict Therewith; and Declaring an Emergency

Ordinance 24-15: An Ordinance by the Council of the City of Canal Fulton, Ohio Transferring .0288 Acre of City Owned Land into the Cherry/Locust Street Intersection Project

11. **P.O.s**

P.O. 10472 to CTI Engineers, Inc. in the amount of \$16,000.00 for Engineering Services for Cherry-Locust St. Intersection (Ord 20-15)

P.O. 10473 to Melway Paving Co., Inc. in the amount of \$60,000 for 2015 Chip and Seal

P.O. 10479 to Risinger & Associates in the amount of \$15,000.00 for Community Center Integration and Messaging.

P.O. 10481 to Hooligan Welding & Fabrication in the amount of \$3,975.00 to Install Sewage Overflow Box in Tank

12. **BILLS:** None

13. **OLD/NEW/OTHER BUSINESS**

14. **REPORT OF PRESIDENT PRO TEMPORE**

15. **REPORT OF SPECIAL COMMITTEES**

CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
August 4, 2015

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

**CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
July 21, 2015**

CALL TO ORDER

Danny Losch called the meeting to order at 7:00pm

PLEDGE OF ALLEGIANCE

ROLL CALL

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

A motion was made to excuse Mayor Richard Harbaugh by Danny Losch, second by Scott Svab. All Council Members voted yes. Motion approved.

Others Present: City Manager Mark Cozy, Council Clerk Teresa Dolan, Police Chief Doug Swartz, Fire Chief Ray Durkee, Finance Director William Rouse, Law Director Scott Fellmeth, Engineer Bill Dorman, Street Superintendent Mark Petersen.

Others Present: Joan Porter, Chell Rossi, Earl Minks, Dan Bucher Jr., Ben Fierman, Joe Schuitz, Bob Bach, Victor Coliainni

REPORTS OF STANDING COMMITTEES

Nellie Cihon reported that the Public Service Committee met prior to the meeting to discuss roads to be included in the Chip and Seal program.

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

Victor Coliainni – 720 Redwood

Mr. Coliainni asked about the millage on Resolution 21-15 and how it was decided on.

Finance Director William Rouse stated it was based on the amount to be issued to construct our share of the project. The \$5,000,000 needed to construct our share is used to back into the millage.

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

July 7, 2015

A motion was made to approve the July 7, 2015 minutes as written by Nellie Cihon, second by James Deans. All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No Report

Community Service – No Report

Fire Chief – A monthly report was included with the packet. Fire Chief Ray Durkee reported that Canal Days they did not run into too many problems. The fireworks went off well. The fire at the Canal Grille was mentioned. Chief Durkee commended Officer Ruthrauth who was on patrol and saw smoke in the area and reported to the fire department. All the steps were taken appropriately involving the crime.

Chief Durkee congratulated Chief Swartz on placing third in his age group in a race that he participated in.

Danny Losch read a letter from Michael Kochovski, the owner of the building in which the Canal Grille is located that commended the police and fire departments on their excellent and expedite service rendered at the building in regards to the incident.

Sean Craney asked about the explorers youth training. Chief Durkee said they were excited about the training with several wanting to return.

Police Chief - A monthly report was included with the packet. Chief Doug Swartz said only one arrest during Canal Days. Chief Swartz commended Officer Ruthrauth also on the Canal Grille incident.

Chief Swartz spoke on the Park Board recommending a smoke free zone be in effect for the playground. Chief Swartz said it was up to Council to vote on it.

Mark Cozy stated that the Law Director would need to draft legislation for the codified ordinances. It will be just for the schoolyard playground.

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

July 21, 2015

Chief Swartz also reported on the no left turn signs on Locust Street. Where it stands now, it needs to go to the Safety Service Committee and legislation would be needed to enforce it. Mr. Fellmeth stated that the recommendation from the Engineer was to do this.

A motion was made to have a Safety Services Meeting on August 4, 2015 at 6:30 to discuss No Left Turn signs on Locust Street by Jim Deans, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Engineer/Streets/Public Utilities – Street Superintendent Mark Petersen had no report.

Sean Craney commented on traffic downtown and crosswalks. Mr. Craney wanted to know if it would be possible to improve visibility possibly by restriping with horizontal stripes or reflective signs. Mr. Craney referred to Cherry Street by the park. Mr. Petersen said normally they paint right before school starts. Mr. Petersen said he follows what the state does, but he will look at it.

Finance Director – June Financials were included in the packet. Income tax collections are steady and up about three percent compared to last year. Utility collections are also up two percent. The general fund balance right now compared to last year is up and the jump is because of the repaid advance of the capital fund to the general fund, which was the jump in total. Projects are slated for those monies. It should come down to more normal levels as the summer proceeds.

Finance Director William Rouse stated that we received back from the County Auditor the certification for the proposed tax levy for the community center project and came in at 3.9mills based on what our bond counsel had estimated. We are proceeding with the 3.9mills and shown in Resolution 21-15 for first reading.

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

City Manager – City Manager Mark Cozy stated he had three pieces of legislation from the law director, two of which were on the agenda. The contract for chip and seal legislation was not on the agenda. He would like to get a first reading. The program should start at the beginning of August. There were delays due to changes in the contract in regards to emulsion.

This is the time of year we are scheduled to do the appraisals and negotiating for right-of ways on the Locust Cherry intersection project. Mr. Cozy was in contact with the consultant and about half of those parcels have been done. ODOT wants all properties cleared by November 1, which gives us another month to negotiate. Mr. Cozy said that we are being pushed by ODOT and he does not want anyone to feel pushed. If there are any problems Mr. Cozy will inform Council. He is very hopeful to deal fairly with everyone and compensate them accordingly.

Sue Mayberry asked if Mr. Cozy had a cost. Mr. Cozy said the budget was \$210,000 for the appraisals. It is ten cents on the dollar with the grant.

Mr. Cozy asked for a voice motion for Mr. Fellmeth to draft legislation to outlaw smoking in the old school playground.

Mrs. Mayberry asked if it was for all parks or just the one. Mr. Cozy stated it was just the one.

Mr. Fellmeth stated that there was a ban on people that are under 18 for smoking. Mr. Fellmeth said if Council wanted it done he would do it, he did not have a major problem with it but it was superfluous. He is not sure how it would be enforced. Mr. Craney said if it is banned you don't have to deal with if they are old enough or not and would be simple to enforce.

Mr. Craney said the other parks are all age oriented, this park is more geared toward children.

Mr. Losch asked how it would be enforced. Chief Swartz stated that it would be a minor misdemeanor and be charged with a City Ordinance through Massillon courts. Mr. Losch stated his concern was that people do have rights, especially adults.

Mr. Cozy stated there are cities that enforce no smoking in all parks and it has held up.

A motion was made to outlaw smoking at the schoolyard park by Sean Craney, second by Jim Deans. Scott Svab – No, Nellie Cihon – No, Danny Losch – No, Sue Mayberry – Yes, Jim Deans – Yes, Sean Craney – Yes. The vote is a tie. The Mayor was not in attendance so could not break the tie. Mr. Fellmeth stated they did not have a majority for the legislation so it dies.

Mayor – No Report.

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

July 21, 2015

Parks & Recreation Board – Earl Minks stated thanked Mr. Cozy for approving a purchase order for some more bleachers in Heritage Park. Mr. Wilson will also be putting a plaque up for the Memorial Veterans.

Mr. Craney asked if the no smoking ban could be brought up again. Mr. Fellmeth state yes. Mr. Craney said he would like to get the Mayor's tie vote. Mr. Fellmeth stated that they had to wait at least two meetings to bring it up again.

Mrs. Cihon asked if Mr. Wilson would be asking for more money for his plaque. Mr. Minks said that Mr. Wilson did not indicate that to him.

Law Director – Mr. Fellmeth had no report and said he would not be in attendance for the special meeting July 28th.

Mr. Rouse asked if the resolution for the Melway Paving, if we needed a motion to amend the agenda since it was not on the original. Mr. Fellmeth stated they could give it a first reading. Mr. Cozy stated the first meeting was August 4, so it could be passed by emergency then.

THIRD READINGS

TABLED Resolution 14-15: A Resolution Approving the Statement of Services to be Provided to the Property Owners in the Canal Lands Annexation II Area, the Approximate Date Services will be Provided, Procedure for Incompatible Zoning Uses Upon its being Annexed to the City of Canal Fulton, Ohio and Declaring the Same to be an Emergency

SECOND READINGS

Ordinance 21-15: An Amended Ordinance by the Council of the City of Canal Fulton, Ohio Authorizing Canal Lands II annexation of 62 Acres, more or less, from Lawrence Township, Stark County, Ohio to the City of Canal Fulton and Repealing Any Ordinance in Conflict Therewith

Resolution 16-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter Into a Community Clean-up Agreement with the Canal Fulton Lions Club.

Resolution 20-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into and Amended Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Cherry-Locust Intersection Improvements

FIRST READINGS

Resolution 21-15: A Resolution Determining to Proceed with Submitting the Question of the Issuance of Recreational Facilities Improvement Bonds, in the Aggregate Principal Amount of \$5,000,000 to the Electors of the City Pursuant to Section 133.18 of the Revised Code, and Declaring an Emergency

Resolution 22-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Name the West Side Fire Station in Canal Fulton After James J. Coughlin

Resolution 23-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into a Contract with Mark A. Cozy to serve as City Manager and Declaring an Emergency

Mr. Losch asked if this needed to be passed under emergency. Mr. Fellmeth said he recommended it. This has been in committee for quite some time and he was in favor of proceeding with passing it under suspension the rules. Mr. Cozy's contract will be for three years rather than two.

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

A motion was made to approve Resolution 23-15 under suspension of the rules by Scott Svab, second by Sean Craney. Sue Mayberry voted No, all other Council Members voted yes. Motion approved.

Ordinance 22-15: An Ordinance Amending Ordinance 23-14, and Providing for Changes to Previously Authorized Appropriations.

Resolution 24-15: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with Risinger & Associates, Inc. for Community Information Services for the Canal Fulton Community Campus Project.

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

July 21, 2015

P.O.s

P.O. 10455 to CTI Engineers, Inc. in the amount of \$17,800.00 for Demolition Specifications for Old Elementary School (Resolution 12-15)

A motion was made to approve P.O. 10455 by Scott Svab, second by Danny Losch. All Council Members voted yes. Motion approved.

P.O. 10456 to Schalmo Properties, Inc. in the amount of \$50,000.00 for upsizing Water/Sewer Lines to Schalmo Properties (Ordinance 19-15)

A motion was made to approve P.O. 10456 by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

BILLS: \$518,873.96

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

OLD/NEW/OTHER BUSINESS

Mr. Fellmeth stated that under Resolution 23-15 the employment agreement which is attached the base salary was altered under the resolution under three A. Mr. Fellmeth recommending that Mr. Rouse make sure they are correct. The legislation is correct.

Mrs. Mayberry said she wanted to announce that there is going to be an event on Canal Street called Camp Jukebox. Special needs children will be attending a camp learning to dance, sing and perform. The camp will be a week and on the 31st they will be performing on Canal Street.

Mrs. Mayberry directed questions to Mr. Fierman. The \$5,000,000 is the constructing, furnishing and equipping a new indoor pool, locker room, senior center and related facilities. She said she remembered asking if this indoor pool, what type is it. Mr. Fierman answered a recreation pool. He also described some recreational pools design.

Mrs. Mayberry asked what was related facilities. Mr. Fierman answered common areas, hallways. Each tenant would pay their share of some of this.

Mrs. Mayberry asked about the clearing and approving and equipping the site and if it was just our structure or the entire campus. Mr. Fierman answered and asked if that could be brought up at the special meeting on the 28th.

Mr. Svab thanked Nellie Cihon and her family for help with the Olde Canal Days Parade. He also thanked the Police and Fire Department and Road Crew for all of the work that was done. He thought it was an excellent show. He thought the cleaning crew did a great job. He also thanked the fire department for rescuing his 15 year old dog, Eddy when he got out.

Mr. Deans stated that in regards to Olde Canal Days we had one heck of a show. The stages were improved for safety this year. We did get a few more donations this year. The band Friday night blocked the entire street.

Mr. Craney stated the smoking ban on the school yard. In talking with younger families with small kids, he would like to recommend reconsidering this. He would like other Council Members to ask around town on opinions.

Chief Swartz stated he would put a survey out on their Facebook page.

REPORT OF PRESIDENT PRO TEMPORE

No report.

REPORT OF SPECIAL COMMITTEES

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Joe Schultz – On the park issue when he was on Park Board they brought the same recommendation to City Council and it was rejected then. This is the second time they have recommended it to City Council and taken the time to research the issue.

ADJOURNMENT

**CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
July 21, 2015**

Meeting Minutes prepared by: _____

Teresa M. Dolan, Clerk

Minutes Approved: _____

Mayor Richard Harbaugh

RECORD OF RESOLUTIONS

Official Legal Form, Inc. Form No. 30045

Resolution No. 11-15

Passed _____

20__

A RESOLUTION APPROVING THE STATEMENT OF SERVICES TO BE PROVIDED TO THE PROPERTY OWNERS IN THE CANAL LANDS ANNEXATION II AREA, THE APPROXIMATE DATE SERVICES WILL BE PROVIDED, PROCEDURE FOR INCOMPATIBLE ZONING USES UPON ITS BEING ANNEXED TO THE CITY OF CANAL FULTON, OHIO; AND DECLARING THE SAME TO BE AN EMERGENCY.

WHEREAS, interest has been expressed by the property owner(s) of real property commonly known as the Canal Lands Annexation II Area to annex a portion of its land consisting of approximately 62 acres, to the City of Canal Fulton; and

WHEREAS, the City of Canal Fulton wishes to state the services which will be provided now or in the future to said annexation area by the city upon the accomplishment of such annexation; and

WHEREAS, the City of Canal Fulton, pursuant to Ohio Revised Code Section 709.023, wishes to state the approximate date such services will be provided and zoning uses; and

WHEREAS, the statement of services as hereinafter provided has been discussed and approved by the City's Administration and Council; and

WHEREAS, it is the opinion of the City's Administration and Council that such services would be provided at a higher level than presently are being provided; and

WHEREAS, the territory included in said annexation area is not unreasonably large; and

WHEREAS, the general good of said territory will be served upon annexation.

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

Section 1. The following services will be provided as required or needed to the property owner in the Canal Lands Annexation II Area by the City of Canal Fulton upon its annexation to the City of Canal Fulton and approximately on the date it is officially placed on the map as part of the City of Canal Fulton by the Stark County Auditor:

- a. **Street Maintenance.** Emergency repairs, routine maintenance, snow and ice control, and street cleaning on all public streets and roads. And where any road is divided in the Annexation area, the City of Canal Fulton agrees to be responsible for repairs, routine maintenance, snow and ice removal, and street cleaning on the entire roadway.

RECORD OF RESOLUTIONS

Barber Legal Station, Inc. Form No. 30942

Resolution No. _____

Passed _____

20____

- b. Street Lighting. Street lights may be installed by petition of property owner.
- c. Water Installation Costs. Water main extensions may be installed by property owner and, subject to approval by the Director of Public Service, the city shall provide free of charge all piping necessary to extend water mains to new residential, commercial or industrial development within the city. The property owner shall be responsible for preparation of plans and installation of the water main extension in compliance with city Water Department specifications and city Code requirements, including obtaining applicable permits and subject to city inspection and approval. Upon installation, the city shall be the owner of the water main and shall thereafter maintain the same, subject to the requirement that the property owner or developer shall maintain the water main for one year at his/her sole cost and expense. The property owner and/or developer shall execute such contracts as are required by the Water Department. This section shall not be interpreted to include the provision of materials of tap-ins to existing water mains, which are the property owner's responsibility and expense.
- d. Street Costs. Streets may be installed by property owner in compliance with regulations of City of Canal Fulton, Ohio. The property owner shall be responsible for the preparation of plans and installation of the streets in compliance with regulations of the City of Canal Fulton, and city Code requirements, including obtaining applicable permits and subject to city inspection and approval. Upon installation, the city shall be the owner of the streets and shall thereafter maintain the same, subject to the requirement that property owner shall maintain the streets for one year at his/her sole cost and expense.
- e. Fire. Fire services to be provided by the fire district.
- f. Compliance with Revised Code Section 709.023. If the territory is annexed and becomes subject to zoning by the City of Canal Fulton and that zoning permits uses in the annexed territory that the City of Canal Fulton determines are clearly incompatible with the uses permitted under Lawrence Township's regulations in the adjacent land remaining in Lawrence Township from which the territory was annexed, the City of Canal Fulton will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed territory and the adjacent land remaining within the other municipality. For the purposes of this section, "buffer" includes open space, landscaping, fences, walls and other structure elements, streets and street rights of way, and bicycle and pedestrian paths and sidewalks.

Section 2. The Fiscal Officer is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this resolution. The Fiscal officer is further authorized, in conjunction with the Law Department and

RECORD OF RESOLUTIONS

Clayton Legal Blank, Inc. Form No. 30245

Resolution No. _____

Passed _____

, 20____

the Majority Leader, to correct any ministerial or *de minimis* errors that do not substantially alter the intended results or numerical total sums of this resolution, during or after the pendency or passage of this resolution. Corrected copies are to be sent to all official recipients.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety of the citizens of the City of Canal Fulton; the emergency being the necessity to immediately approve the Statement of Services to the annexation area which are required to be adopted and in effect prior to the consideration of this annexation by the Stark County Commissioners. And provided it receives the affirmative vote of two-thirds of the elected and/or appointed members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period provided by law.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-15 duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dustin Legal Blinn, Inc.

Form No. 20043

Ordinance No. 21-15

Passed _____, 20____

AN AMENDED ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO AUTHORIZING THE CANAL LANDS II ANNEXATION OF 62 ACRES, MORE OR LESS, FROM LAWRENCE TOWNSHIP, STARK COUNTY, OHIO TO THE CITY OF CANAL FULTON AND REPEALING ANY ORDINANCE IN CONFLICT THEREWITH.

WHEREAS, Ohio Revised Code Sec. 709.14 mandates that the City shall pass by a vote of not less than a majority of the members elected to its legislative authority, an ordinance authorizing an annexation of City owned lands;

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

The Council of the City of Canal Fulton, Ohio has the legislative authority of the City, and does hereby authorize the annexation of the Canal Lands II territory as described in the attached legal description; and that Attorney Eric J. Williams shall be authorized to prosecute the proceedings necessary to effect this annexation.

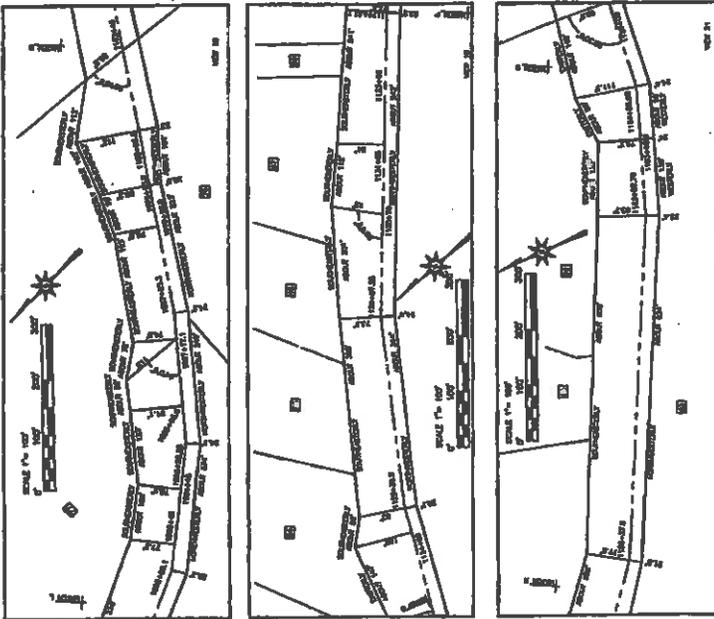
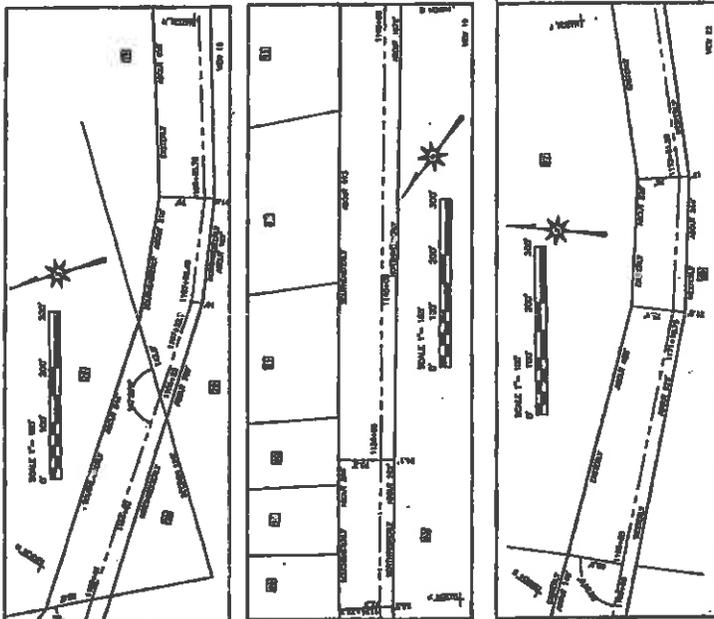
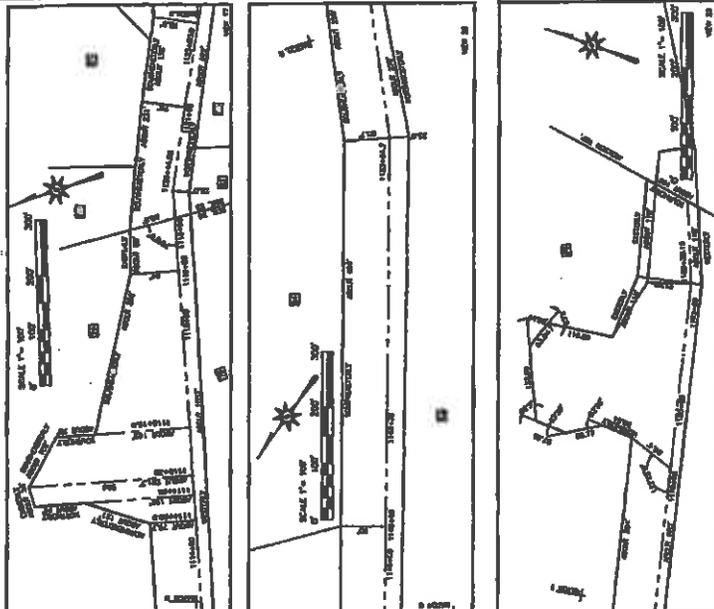
Richard Harbaugh, Mayor

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____ 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2015, and that publication of the foregoing Ordinance was duly made by listing same on the city's web site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp



ALLIERS

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Annexation for City of Canal Fulton

February 14, 2008

About 69 acres

Situated in the Township of Lawrence, County of Stark, State of Ohio and being part of sections 14,15,23,25 & 26 .

Beginning at the intersection of the south boundary of the Ohio & Erie Canal with the north line of Section 15 and the existing Corporation Line for the City of Canal Fulton as recorded in instrument number 200709190051013 annexation plat, Stark County Records.

1. Thence along the corporation line in an easterly direction about 141 ft. to the north line of the Ohio and Erie Canal.

The following 24 courses are along the north line of the Ohio and Erie Canal:

1. Thence S 31d-06'-27" E, 172.22 ft. to a #5 rebar 5916.
2. Thence S 26d-38'-40" E, 345.84 ft. to a #5 rebar 5916.
3. Thence S 34d-28'-37" E, 191.25 ft. to a #5 rebar 5916.
4. Thence S 44d-26'-22" E, 186.70 ft. to a #5 rebar 5916.
5. Thence S 60d-07'-36" E, 197.93 ft. to a #5 rebar 5916.
6. Thence S 72d-55'-14" E, 284.53 ft. to a #5 rebar 5916.
7. Thence S 83d-19'-10" E, 208.89 ft. to a #5 rebar 5916.
8. Thence N 89d-44'-32" E, 218.49 ft. to a #5 rebar 5916.
9. Thence S 49d-45'-38" E, 82.10 ft. to a #5 rebar 5916.
10. Thence S 04d-45'-39" W, 90.75 ft. to a #5 rebar 5916.
11. Thence S 25d-53'-20" W, 50.00 ft. to a #5 rebar 5916.
12. Thence S 50d-04'-43" E, 109.44 ft. to a #5 rebar 5916.
13. Thence S 50d-50'-21" E, 131.08 ft. to a #5 rebar 5916.
14. Thence S 49d-07'-13" E, 129.46 ft. to a #5 rebar 5916.
15. Thence S 53d-16'-17" E, 294.33 ft. to a #5 rebar 5916.
16. Thence S 42d-00'-37" E, 172.45 ft. to a #5 rebar 5916.
17. Thence S 50d-49'-21" E, 208.08 ft. to a #5 rebar 5916.
18. Thence S 68d-02'-56" E, 178.15 ft. to the intersection of the west line of land belonging to the Canal Fulton Heritage Society deed volume 4288 page 767-789.
19. Thence along said west line N 25d-09'-22" E, 271.69 ft. to a point on the centerline of Erie Avenue N.W., a variable right of way.
20. Thence along said centerline on a curve bearing to the left, dradius 2876.86 ft., delta 02d-59'-27", chord bearing S 61d-44'-16" E, chord length 150.16 ft.) an arc length of 150.18 ft. to p.c. station 83+97.3.
21. Thence continuing along said centerline S 63d-14'-00" E a distance of 244.50 ft. to the p.t. station 81+52.6.
22. Thence along said curve dradius 2866.70 ft., delta 21d-11'-32", chord bearing S 52d-38'-14" E, chord length 1054.28 ft.) an arc distance of 1060.32 ft.
23. Thence N 46d-01'-40" W a distance of 259.68 ft.
24. Thence N 72d-37'-14" W a distance of 115.21 ft. to the north boundary of the Canal Lands as surveyed by Sur. Slavin for the State of Ohio.

The following 71 courses are along the northerly and easterly line of the Ohio and Erie Canal.

1. Thence S 50d-20'-38" E a distance of 227.45 ft. to a point which is 82.7 ft. radially left of station 1004+90.5.
2. Thence southeasterly about 221 ft. to a point which is 73 ft. radially left of station 1006+92.3.
3. Thence southeasterly about 223 ft. to a point which is 91.1 ft. radially left of station 1008+90.3.

4. Thence southerly about 329 ft. to a point which is 73.4 ft. left of station 1012+00.2.
5. Thence southerly about 558 ft. to a point which is 90.9 ft. radially left of station 1017+53.85.
6. Thence southerly about 221 ft. to a point which is 88 ft. radially left of station 1019+63.7.
7. Thence southerly about 247 ft. to a point which is 92.8 ft. radially left of station 1021+98.3.
8. Thence southerly about 265 ft. to a point which is 72.1 ft. radially left of station 1024+53.7.
9. Thence southerly about 246 ft. to a point which is 75 ft. left of station 1026+95.
10. Thence southerly about 400 ft. to a point which is 69.3 ft. left of station 1030+95.
11. Thence southerly about 194 ft. to a point which is 73.5 ft. radially left of station 1033+00.
12. Thence southerly about 212 ft. to a point which is 78.8 ft. radially left of station 1035+31.6.
13. Thence southerly about 217 ft. to a point which is 85.4 ft. radially left of station 1037+26.7.
14. Thence southerly about 880 ft. to a point which is 75.5 ft left of station 1046+36.
15. Thence southerly about 631 ft. to a point which is 78.5 ft. radially left of station 1052+72.85.
16. Thence southeasterly about 717 ft. to a point which is 109.5 ft. left of station 1059+95.
17. Thence southerly about 64 ft. to a point which is 82.1 ft. radially left of station 1060+57.6.
18. Thence southeasterly about 439 ft. to a point which is 80.9 ft. radially left of station 1065+06.4.
19. Thence southeasterly about 474 ft. to a point which is 80.2 ft. radially left of station 1069+90.45.
20. Thence southeasterly about 628 ft. to a point which is 103 ft. radially left of station 1076+89.8.
21. Thence southeasterly about 652 ft. to a point which is 73.7 ft. radially left of station 1082+68.95.
22. Thence southeasterly about 231 ft. to a point which is 86.8 ft. radially left of station 1084+95.
23. Thence southeasterly about 320 ft. to a point which is 89 ft. left of station 1087+95.
24. Thence southeasterly about 299 ft. to a point which is 83.2 ft. left of station 1090+95.
25. Thence southeasterly about 230 ft. to a point which is 77.2 ft. left of station 1093+45.
26. Thence southeasterly about 100 ft. to a point which is 75.2 ft. left of station 1094+45.
27. Thence southeasterly about 133 ft. to a point which is 91.1 ft. left of station 1095+95.
28. Thence southeasterly about 55 ft. to a point which is 115 ft. radially left of station 1097+17.1.
29. Thence southeasterly about 70 ft. to a point which is 74.9 ft. left of station 1097+17.1.
30. Thence southeasterly about 195 ft. to a point which is 76.5 ft. left of station 1099+20.
31. Thence southeasterly about 76 ft. to a point which is 88.2 ft. left of station 1099+95.
32. Thence southeasterly about 103 ft. to a point which is 112 ft. left of station 1100+95.
33. Thence southeasterly about 113 ft. to a point which is 85.8 ft. radially left of station 1102+45.
34. Thence southeasterly about 544 ft. to a point which is 143.6 ft. radially left of station 1106+23.

35. Thence southeasterly about 219 ft. to a point which is 79 ft. radially left of station 1109+85.7.
36. Thence easterly about 458 ft. to a point which is 79.7 ft. left of station 1114+50.
37. Thence northeasterly about 121 ft. to a point which is 192 ft. left of station 1114+95.
38. Thence northerly about 92' ft. to a point which is 284 ft. left of station 1114+95.
39. Thence easterly about 36 ft. to a point which is 291.7 ft. left of station 1115+30.
40. Thence southeasterly about 102 ft. to a point which is 235 ft. left of station 1116+15.
41. Thence southerly about 70 ft. to a point which is 165 ft. left of station 1116+15.
42. Thence southeasterly about 296 ft. to a point which is 84 ft. left of station 1119+00.
43. Thence easterly about 80 ft. to a point which is 80.5 ft. radially left of station 1119+95.
44. Thence southeasterly about 231 ft. to a point which is 76 ft. left of station 1121+95.
45. Thence southeasterly about 155 ft. to a point which is 78.5 ft. left of station 1123+50.
46. Thence easterly about 147 ft. to a point which is 105 ft. left of station 1124+95.
47. Thence southeasterly about 55 ft. to a point which is 83 ft. radially left of station 1125+39.9.
48. Thence southeasterly about 358 ft. to a point which is 73.7 ft. radially left of station 1128+87.25.
49. Thence southeasterly about 201 ft. to a point which is 92 ft. radially left of station 1130+70.
50. Thence southeasterly about 112 ft. to a point which is 84 ft. left of station 1131+95.
51. Thence southeasterly about 241 ft. to a point which is 72.2 ft. radially left of station 1134+32.3.
52. Thence southeasterly about 266 ft. to a point which is 75.3 ft. left of station 1136+95.
53. Thence southeasterly about 973 ft. to a point which is 80 ft. left of station 1146+68.
54. Thence southeasterly about 691 ft. to a point which is 80.7 ft. radially left of station 1153+64.7.
55. Thence southeasterly about 258 ft. to a point which is 77.8 ft. radially left of station 1156+37.5.
56. Thence southeasterly about 606 ft. to a point which is 85.7 ft. radially left of station 1162+57.5.
57. Thence southeasterly about 132 ft. to a point which is 75.7 ft. left of station 1163+95.
58. Thence easterly about 89 ft. to a point which is 111.3 ft. radially left of station 1164+89.9.
59. Thence easterly about 145 ft. to a point which is 99.9 ft. radially left of station 1166+50.
60. Thence easterly about 458 ft. to a point which is 75.1 ft. radially left of station 1171+10.75.
61. Thence easterly about 228 ft. to a point which is 75 ft. radially left of station 1173+51.2.
62. Thence southeasterly about 504 ft. to a point which is 80.4 ft. radially left of

62. Thence easterly about 584 ft. to a point which is 89.4 ft. radially left of station 1178+95.
63. Thence northerly 56.84 ft..
64. Thence on a deflection angle to the left of 33d 36', 68.77 ft..
65. Thence on a deflection angle to the right of 33d 28', 57.65 ft..
66. Thence on a deflection angle to the right of 62d 03', 133.66 ft.,.
67. Thence on a deflection angle to the right of 44d 35', 53.04 ft..
68. Thence on a deflection angle to the right of 63d 03', 119.86 ft..
69. Thence easterly about 118 ft. to a point which is 98.15 ft. radially left of station 1182+30.15.
70. Thence easterly about 175 ft. to the Jackson Township line.
71. Thence southerly along the Jackson Township line about 106 ft. to the south line of the Ohio and Erie Canal.

The following 42 courses are along the south line of the Ohio and Erie Canal.

1. Thence westerly about 140 ft. to a point which is 19 ft. radially right of station 1182+30.15.
2. Thence westerly about 880 ft. to a point which is 17 ft. radially right of station 1173+51.2.
3. Thence westerly about 244 ft. to a point which is 21.8 ft. radially right of station 1171+10.75.
4. Thence westerly about 625 ft. to a point which is 24.4 ft. radially right of station 1164+89.9.
5. Thence westerly about 98 ft. to a point which is 24 ft. right of station 1163+95
6. Thence westerly about 139 ft. to a point which is 23.4 ft. radially right of station 1162+57.75.
7. Thence northwesterly about 624 ft. to a point which is 21.8 ft. radially right of station 1156+37.5.
8. Thence northwesterly about 278 ft. to a point which is 33.6 ft. radially right of station 1153+64.7.
9. Thence northwesterly about 1672 ft. to a point which is 24.1 ft. right of station 1136+95.
10. Thence northwesterly about 262 ft. to a point which is 23.2 ft. radially right of station 1134+32.3.
11. Thence northwesterly about 542 ft. to a point which is 24.4 ft. radially right of station 1128+87.25.
12. Thence northwesterly about 344 ft. to a point which is 20.7 ft. radially right of station 1125+39.9.
13. Thence northwesterly about 492 ft. to a point which is 28 ft. radially right of station 1120+44.05.
14. Thence northwesterly about 1057 ft. to a point which is 17.5 ft. radially right of station 1109+85.7.
15. Thence northwesterly about 187 ft. to a point which is 19 ft. radially right of station 1107+98.4.
16. Thence northwesterly about 709 ft. to a point which is 33 ft. radially right of station 1100+95.
17. Thence northwesterly about 101 ft. to a point which is 20 ft. right of station 1099+95.
18. Thence northwesterly about 233 ft. to a point which is 24.2 ft. radially right of station 1097+63.3.
19. Thence northwesterly about 240 ft. to a point which is 24.7 ft. radially right of station 1095+26.56.
20. Thence northwesterly about 234 ft. to a point which is 26.3 ft. radially right of station 1092+98.1.
21. Thence northwesterly about 206 ft. to a point which is 22.9 ft. right of station 1091+00.
22. Thence northwesterly about 138 ft. to a point which is 20.4 ft. radially right of station 1089+56.85.
23. Thence northwesterly about 371 ft. to a point which is 21.2 ft. radially right of station 1085+83.7.

24. Thence northwesterly about 311 ft. to a point which is 15 ft. radially right of station 1082+68.95.
25. Thence northwesterly about 568 ft. to a point which is 16.2 ft. radially right of station 1076+89.8.
26. Thence northwesterly about 710 ft. to a point which is 21.3 ft. radially right of station 1069+90.45.
27. Thence northwesterly about 487 ft. to a point which is 27.5 ft. radially right of station 1065+06.4.
28. Thence northwesterly about 452 ft. to a point which is 16.2 ft. radially right of station 1060+57.6.
29. Thence northwesterly about 787 ft. to a point which is 15 ft. radially right of station 1052+72.85.
30. Thence northerly about 1556 ft. to the north line of section 23 which is 26 ft. radially right of station 1037+26.7.
31. Thence northerly about 188 ft. to a point which is 16.8 ft. radially right of station 1035+31.6.
32. Thence northerly about 358 ft. to a point which is 14.2 ft. radially right of station 1031+77.4
33. Thence northerly about 724 ft. to a point which is 20.2 ft. radially right of station 1024+53.7.
34. Thence northerly about 253 ft. to a point which is 20.6 ft. radially right of station 1021+98.3
35. Thence northerly about 232 ft. to a point which is 17.4 ft. radially right of station 1019+63.7
36. Thence northerly about 208 ft. to a point which is 17 ft. radially right of station 1017+53.85
37. Thence northerly about 553 to a point which is 23.3 radially right of station 1012+00.2.
38. Thence northerly about 304 ft. to a point which is 23.3 ft. radially right of station 1008+90.3
39. Thence northerly about 146 ft. to a point which is 28.4 ft. radially right of station 1008+90.3.
40. Thence northwesterly about 190 ft. to a point which is 28 ft. radially right of station 1006+92.3.
41. Thence northwesterly about 194 ft. to a point which is 33.5 ft. radially right of station 1004+90.5.
42. Thence westerly about 96 ft. to a point on the corporation line annexation plat recorded in instrument number 200709190051013, Stark County Records.
The following 13 courses are along the north line of the above corporation line annexation plat.

1. Thence N 63d 21' 54" W, 1065.10 ft.
2. Thence N 67d 02' 13" W, 312.19 ft. to a #5 rebar, 5916.
3. Thence N 55d 14' 47" W, 218.77 ft. to a #5 rebar, 5916.
4. Thence N 48d 00' 30" W, 184.83 ft. to a #5 rebar, 5916.
5. Thence N 47d 58' 09" W, 415.55 ft. to a #5 rebar, 5916.
6. Thence N 55d 37' 16" W, 116.00 ft. to a #5 rebar, 5916.
7. Thence N 65d 01' 34" W, 190.70 ft. to a #5 rebar, 5916.
8. Thence N 66d 02' 40" W, 701.71 ft. to a #5 rebar, 5916.
9. Thence N 54d 07' 40" W, 217.16 ft. to a #5 rebar, 5916.
10. Thence N 42d 28' 55" W, 269.46 ft. to a #5 rebar, 5916.
11. Thence N 3d 35' 57" W, 212.10 ft. to a #5 rebar 5916.
12. Thence N 29d 37' 28" W, 268.56 ft. to a #5 rebar, 5916.
13. Thence N 29d 37' 28" W, 249.24 ft. to the place of beginning.

The above described parcel contains about 62 acres as prepared by Lawrence L. Butterworth, Registered Surveyor 5916, in February 2007 from a partial survey of the canal, canal maps and canal field notes.

I HEREBY CERTIFY THIS PLAT TO BE CORRECT FOR
ANNEXATION TO EXTEND THE CORPATION LIMITS OF THE
CITY OF CANAL FULTON, OHIO.

Lawrence L. Butterworth

LAWRENCE L. BUTTERWORTH, REG. SUR. 5916

February 14, 2008

Revised March 26, 2015

RECORD OF RESOLUTIONS

Drafton Legal Services, Inc. Form No. 30002

Resolution No. 16-15

Passed _____, 20____

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON, OHIO
TO ENTER INTO A COMMUNITY
CLEAN-UP AGREEMENT WITH THE
CANAL FULTON LIONS CLUB.

WHEREAS, the City of Canal Fulton, Ohio has sought a proposal for a
Community Clean-up Agreement, and

WHEREAS, the Canal Fulton Lions Club has submitted a proposal
acceptable to the City.

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 Community Clean-up
Agreement with the Canal Fulton Lions Club pursuant to proposal attached as
EXHIBIT "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby
certify that this is a true and correct copy of Resolution _____-15, duly adopted by
the Council of the City of Canal Fulton, on the date of _____, 2015, and that
publication of the foregoing Resolution was duly made by listing same on the
city's web-site and by posting true and correct copies thereof at three of the most
public places in said corporation as determined by Council as follows: Canal
Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each
for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

**2015 CANAL FULTON, OHIO/COMMUNITY CLEANUP
AGREEMENT**

THIS GRANT AGREEMENT is made and entered into as of January 1, 2015 by and between the City of Canal Fulton, Ohio (the City), acting by and through its Council and the Canal Fulton Lions Club, Inc. (the grantee), under the circumstances summarized in the following recitals. This Agreement shall be effective from January 1, 2015 through December 31, 2015 unless earlier termination is made pursuant to Section 5 herein, at which time the agreement between the grantee and the city will automatically renew for one year at the same rate(s) and conditions unless a funding change is communicated to the grantee by the City.

WHEREAS, the City may, from time to time, utilize an entity within the city to offer services at some recycling, tire, or yard waste drop off locations; and

WHEREAS, the services may include maintenance and operation of the drop offs, litter clean up at the drop off locations and/or proper disposal of contamination in the recycling bins; and

WHEREAS, the grantee providing these services may be paid an amount not to exceed \$600.00 per quarter when a minimum of 45 hours per quarter of services are provided, as stated above, by the grantee at the drop off locations within the City.

WHEREAS, the grantee has submitted an application to the City to provide cleanup services as listed above; and

WHEREAS, the City has authorized the City Manager to execute and deliver this Community Cleanup Agreement to the grantee relating to the administration of these funds; and

WHEREAS, the grantee has been authorized by its governing body to enter into this agreement; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the City and the grantee agree as follows:

Section 1. Disbursements to the Grantee and Use of Disbursements

- 1.01 **Disbursement of Funds** – Funds shall be disbursed quarterly to the grantee in an amount not to exceed \$600.00 per quarter when a minimum of 15 hours of service are provided per month (45 hours per quarter) by said grantee.
- 1.02 **Time for Payment** – The City shall submit payment to the grantee within thirty (30) days of receipt of each quarterly report.

Section 2. Progress Reports; Program Accountability

The grantee shall prepare and submit quarterly progress reports (Community Cleanup Quarterly Report). Quarterly reports shall be due on April 30, 2015, July 31, 2015, October 31, 2015 and January 31, 2016. Each quarterly report shall be prepared, completed and submitted in a form and manner satisfactory to the City.

Section 3. Compliance with Federal and State law; and District Solid Waste Management Plan as Amended on January 27, 2011

- 3.01 Both parties agree to comply with all applicable Federal, State and Local laws in the performance of any and all activities contemplated by this Agreement. The grantee shall not discriminate against any volunteer applicant or employee because of race, color, religion, national origin, ancestry, age, sex or any disability. The City, by disbursing funds to the grantee, does not create any employment relationship or independent contractor relationship with said grantee, its agents, its employees or volunteers. The grantee accepts full responsibility for payment of any and all applicable unemployment compensation, insurance premiums, workers compensation premiums, all income tax deductions, pension deductions and any and all other taxes or payroll deductions required of the grantee for its employees or volunteers engaged by it for the performance of the services as described herein above and those activities contemplated by this Agreement and agrees to hold the City and the Board harmless from any claim against the City regarding same. The grantee shall comply with all applicable provisions of the City's Solid Waste Management Plan, including but not limited to, Plan requirements imposed upon the grantee by the City.

3.02 All signs provided by grantees shall be subject to approval by the City.

Section 4. Liability Indemnification

The grantee agrees and acknowledges that the City, all officers, employees and agents of the City (collectively the "Indemnities"), shall not be liable for losses, penalties, damages, settlements, costs or liabilities of any kind or character arising out of or in connection with any acts or omissions of the grantee, negligent or otherwise, or of its employees, officers, agents or independent contractors including without limitation any damages or costs, including attorneys fees, or other expenses incurred in defending against any action arising out of any such act or omission and that the grantee shall indemnify and hold the indemnities harmless from same.

Section 5. Termination

The City may terminate this Agreement for any reason by providing not fewer than 30 days written notice to the grantee.

Section 6. Notices

All notices, certificates, requests or other communications shall be mailed, e-mailed or hand-delivered and addressed as follows:

If to the City Teresa Dolan
 City of Canal Fulton
 155 East Market
 Canal Fulton, Ohio 44614
 tdolan@cityofcanalfulton-oh.gov

If to the Grantee Canal Fulton Lions Club, Inc.
7996 Erie Ave. N.W.
Canal Fulton, Ohio 44614

IN WITNESS WHEREOF, the City and the Grantee have caused this Agreement to be executed and to be effective on the date set forth above.

City of Canal Fulton, Ohio

BY: _____
Mark Cozy
City Manager

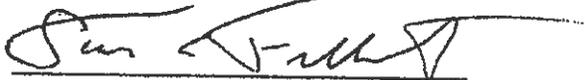
DATE: _____

Canal Fulton Lions Club, Inc.

BY: _____
James Pellikan
President

DATE: _____

Approved as to form:



SCOTT E. FELLMETH
Law Director
City of Canal Fulton, Ohio

Date

RECORD OF RESOLUTIONS

Dayton Legal Bank, Inc., Form No. 30045

Resolution No.

20-19

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AMENDED AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE CHERRY-LOCUST INTERSECTION IMPROVEMENTS.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the improvement of the Cherry-Locust Intersection in Canal Fulton, Stark County, Ohio, and

WHEREAS, CTI Engineers, Inc. has submitted an amended 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 amended agreement (Amendment No.1) with CTI Engineers, Inc. to provide professional engineering services for the Cherry-Locust Intersection Improvements pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2015, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the ____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp



Exhibit "A"

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

July 2, 2015

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

Subject: Proposed Amendment Number 1
STA-93-Cherry Locust Intersection Improvements (PID 90972)
CTI Project E13034

Dear Mr. Cozy:

CTI has continued to provide professional engineering services for the additional right of way scope and selection phase for this project. Our Scope of Services and Contract amount of \$35,000 was set up for engineering review and management of EDG's design services. It did not include any work on right of way firm selection, but that was a significant portion of our effort between November, 2014 and March, 2015. Our four invoice billings for that time totaled \$13,858.01, reducing the remaining Contract amount available for plan review.

Recent and upcoming efforts to continue our review the final design and assist with right of way management, will exceed the original Contract amount. The cost of our past and future efforts under this contract will be eligible for reimbursement as follows: right of way management under the 80% Federal Congestion Mitigation and Air Quality funding, and design review under the 74% Ohio Public Works Commission funding.

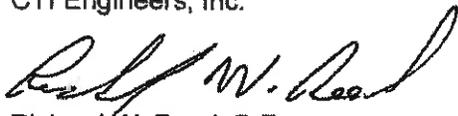
CTI proposes to perform the additional right of way phase tasks as outlined in the attached Scope of Services Amendment Number 1 for an additional amount of Sixteen Thousand Dollars (\$16,000.00), resulting in a new total cost-plus fee not to exceed Fifty-One Thousand Dollars (\$51,000.00).

We have attached two (2) originals of Amendment Number 1; please sign both and return one to us.

We appreciate the opportunity to provide continued service to the City on this important project. If you have any questions on this matter, please do not hesitate to contact us.

Very truly yours,

CTI Engineers, Inc.


Richard W. Reed, P.E.
Vice President


David L. Koontz, P.E.
Project Manager

Enclosures

**AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of Canal Fulton (CLIENT) and CTI Engineers, Inc. (CTI) entered into an Agreement dated December 3, 2013 to perform certain professional services in connection with the design of the Cherry-Locust Intersection Design Administration (hereinafter referred to as the Project); and

WHEREAS, the CLIENT now desires CTI to perform additional services not authorized in the original agreement, said services being to provide professional engineering services for the administration of right of way acquisition services for the PROJECT.

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

1. Appendix B - Scope of Services, is amended to include administration of right of way acquisition services.
3. The Schedule of Fees included in the original agreement shall be amended to add a not-to-exceed amount of Sixteen Thousand Dollars (\$16,000.00), resulting in a new total cost-plus fee not to exceed Fifty-One Thousand Dollars (\$51,000.00).
4. All other portions of the original Agreement remain in force.

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:

CITY OF CANAL FULTON

BY _____

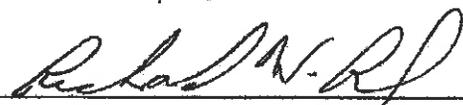
NAME _____

TITLE _____

DATE _____

ACCEPTED BY CTI:

CTI ENGINEERS, INC.

BY  _____

NAME Richard W. Reed, P.E.

TITLE Vice President

DATE 7-2-15

**SCOPE OF SERVICES
AMENDMENT NO. 1**

This scope describes the professional engineering services for right of way and bidding phases for the Cherry-Locust Intersection Reconstruction project. The project will add turn lanes on Locust Street and enlarge the corners to better accommodate truck traffic.

A. Right of Way Phase Services of CTI Engineers, Inc. (CTI)

1. Assist the City with coordination with ODOT to establish the scope of services and advertise for proposals to provide the right of way acquisition, including appraisal, review, and negotiation.
2. Assist the City by reviewing and ranking the right of way firms' proposals.
3. Assist the City in conducting interviews of the short-listed firms.
4. Assist the City with scope and fee negotiations with the selected firms.
5. Coordinate the right of way efforts with ODOT and design firm EDG.

**AMENDMENT NO. 1
AGREEMENT FOR ENGINEERING SERVICES**

WHEREAS, the City of Canal Fulton (CLIENT) and CTI Engineers, Inc. (CTI) entered into an Agreement dated December 3, 2013 to perform certain professional services in connection with the design of the Cherry-Locust Intersection Design Administration (hereinafter referred to as the Project); and

WHEREAS, the CLIENT now desires CTI to perform additional services not authorized in the original agreement, said services being to provide professional engineering services for the administration of right of way acquisition services for the PROJECT.

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

1. Appendix B - Scope of Services, is amended to include administration of right of way acquisition services.

3. The Schedule of Fees included in the original agreement shall be amended to add a not-to-exceed amount of Sixteen Thousand Dollars (\$16,000.00), resulting in a new total cost-plus fee not to exceed Fifty-One Thousand Dollars (\$51,000.00).

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

IN WITNESS WHEREOF, both parties have caused this Amendment No. 1 to be executed by their duly authorized representatives.

ACCEPTED BY CLIENT:

ACCEPTED BY CTI:

CITY OF CANAL FULTON

CTI ENGINEERS, INC.

BY _____

BY  _____

NAME _____

NAME Richard W. Reed, P.E.

TITLE _____

TITLE Vice President

DATE _____

DATE 7-2-15

**SCOPE OF SERVICES
AMENDMENT NO. 1**

This scope describes the professional engineering services for right of way and bidding phases for the Cherry-Locust Intersection Reconstruction project. The project will add turn lanes on Locust Street and enlarge the corners to better accommodate truck traffic.

A. Right of Way Phase Services of CTI Engineers, Inc. (CTI)

1. Assist the City with coordination with ODOT to establish the scope of services and advertise for proposals to provide the right of way acquisition, including appraisal, review, and negotiation.
2. Assist the City by reviewing and ranking the right of way firms' proposals.
3. Assist the City in conducting interviews of the short-listed firms.
4. Assist the City with scope and fee negotiations with the selected firms.
5. Coordinate the right of way efforts with ODOT and design firm EDG.

RECORD OF RESOLUTIONS

Deem Legal/Mark, Inc. Form No. 30000

Resolution No.

24-15

Passed

, 20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH RISINGER & ASSOCIATES, INC. FOR COMMUNITY INFORMATION SERVICES FOR THE CANAL FULTON COMMUNITY CAMPUS PROJECT.

WHEREAS, the City of Canal Fulton has sought a proposal for Community Information Services for the Canal Fulton Community Campus, and

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

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

The City of Canal Fulton agrees to enter into an agreement with Risinger & Associates, Inc. for Community Information Services for the Canal Fulton Community Campus pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

RISINGER
ASSOCIATES

July 13, 2015

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

Re: Community Information Services
Canal Fulton Community Campus

Dear Mr. Cozy,

On behalf of Risinger + Associates (R+A) and based upon City Council's request for the next phase of services, we propose to provide the following services to produce material to be used by the City for information services about the Canal Fulton Community Campus Project.

Nothing in this Agreement shall be construed to authorize or permit the use of the City's public funds for the purpose of supporting or opposing the passage of a bond issue, nor compensating any City employee for time spent on any activity to influence the outcome of a bond issue election (except as provided in Section 9.03(C)(2) of the Revised Code).

I. COMMUNITY SURVEY + MEETINGS + PRESENTATIONS (Aug 2015 To Nov 2015)

A. Community Survey

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

1. Assist the City in defining the relevant survey questions relating to the project.
2. Coordinate the development of community survey instruments designed to sample the community related to the various components inherent in the project.
3. Assist the City in the administration, collection, analysis and reporting of the findings of the community survey.

B. Community Meetings

R+A will assist the city in up to three community meetings for informing the public of their project.

1. The community meetings are intended to inform Canal Fulton community groups and residents.
2. Provide graphics of the proposed project as well as appropriate presentation materials for the community meetings and publication efforts of Canal Fulton.

C. Informational Graphic Presentation

R+A will develop and instruct about the information contained in presentation documents.

1. Develop and deliver graphics and presentation materials, including identifying financing structure as well as collaboration partner programs.
2. Assist in reviewing all information material with the City.
3. Provide graphic solutions in various formats for presentations to the community.

COMPENSATION

R+A fees as well as any application fees are anticipated to be reimbursed through the project proceeds upon the successful levy or referendum passing of this potential project.

I. COMMUNITY INTEGRATION + MESSAGING

\$15,000

II. Direct Reimbursables

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

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

Submitted by,

Risinger + Associates, Inc.

Accepted: 

Date: 07.13.2015

Eric S. Risinger, AIA | NCARB
President

Accepted By:

City of Canal Fulton

Accepted:

Date:

Mark Cozy
City Manager

Accepted:

Date:

Scott Fellmeth, Attorney at Law
Law Director

RECORD OF RESOLUTIONS

Dayton Legal Services, Inc. Form No. 9004E

Resolution No. 22-15

Passed _____ 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO NAME THE WEST SIDE FIRE STATION IN CANAL FULTON AFTER JAMES J. COUGHLIN.

WHEREAS, Retired Firefighter JAMES J. COUGHLIN has served his profession and community well, and

WHEREAS, The Council of Canal Fulton has recommended that the West Side Fire Station be named after James J. Coughlin.

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

The West Side Fire Station in Canal Fulton, Ohio shall be named the JAMES J. COUGHLIN FIRE TRAINING CENTER.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dayton Legal Branch, Inc.

Form No. 30043

Ordinance No. 22-15

Passed _____, 20____

An Ordinance Amending Ordinance 23-14, 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, 2015, which were not anticipated or included in Ordinance 23-14, as the City's 2015 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 \$50,000 in order to pay general engineering costs, as needed through the remainder of 2015.

General Fund - Engineering Dept			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	70,000.00	50,000.00	120,000.00

Section 2: City Council authorizes the Finance Director to increase the Water Capital Fund appropriations by \$40,910 and the Sewer Capital Fund Appropriations by \$9,090 in order to pay the Locust Street Utility Line upgrade costs, as needed through the remainder of 2015.

Water Capital Fund			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	862,500.00	40,910.00	903,410.00

Sewer Capital Fund			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	197,500.00	9,090.00	206,590.00

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

RECORD OF ORDINANCES

Dayton Legal Blush, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____, 15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Ordinance was duly made by listing same on the City's website and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall, each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

Shannon Legal Group, Inc., Form No. 33945

Resolution No. ~~25-10~~ 25-15

Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A CONTRACT WITH MELWAY PAVING CO., INC. FOR THE 2015 CHIP AND SEAL IMPROVEMENTS PROJECT.

WHEREAS, the City of Canal Fulton has sought a proposal for the infrastructure improvement known as the 2015 Chip and Seal Improvements Project, and

WHEREAS, Melway Paving Co., Inc. has submitted a proposal acceptable to the City to provide the services needed to effectuate same.

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 Melway Paving Co., Inc. for the 2015 Chip and Seal Improvements Project pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-15, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Resolution was duly made by listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2015, by and between the City of Canal Fulton, hereinafter called "Owner" and Melway Paving Co., Inc. doing business as a corporation hereinafter called "Contractor." (corporation, individual, or partnership)

WITNESSETH: That for and in consideration of the payments and agreements hereafter mentioned:

1. The Contractor will commence and complete the construction of the 2015 CHIP AND SEAL IMPROVEMENTS Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
3. The Contractor will commence the work required by the Contract Documents within 7 calendar days after the contract start date of the written Notice to Proceed and will substantially complete the work and be operable within the following periods unless the periods of completion are extended otherwise by the Contract Documents:
 - Parts A and B - within 60 consecutive calendar days
 - Part C - within 105 consecutive calendar days

Final clean-up shall be completed as weather permits. The Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day in default thereafter as hereinafter provided in the General Conditions.

4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 59,345.00 or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders

- c. Bid
- d. Bid Guaranty and Contract Bond
- e. Contract
- f. General Conditions
- g. Supplemental General Conditions
- h. Contract Bond
- i. Notice of Award
- j. Notice to Proceed
- k. Change Order(s)
- l. Drawings (Not Applicable)
- m. Specifications dated May, 2015
- n. Addenda:
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__
 - No. _____, dated _____, 20__

- 6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER:

 CITY OF CANAL FULTON
 By _____
 Name _____
 (Please Print or Type)
 Title _____

WITNESS:

Name _____
(Please Print or Type)

Title _____

(SEAL)

CONTRACTOR:

By _____

Name _____
(Please Print or Type)

Address _____

ATTEST:

Name _____
(Please Print or Type)

Title _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

CITY OF CANAL FULTON, OHIO

ORDINANCE NO. 23-15

INTRODUCED BY _____

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES; PROVIDING FOR THE ADOPTION OF NEW MATTER IN THE UPDATED AND REVISED CODIFIED ORDINANCES; PUBLISHING THE ENACTMENT OF SUCH NEW MATTER; REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (December 31, 2013) have been included in the Codified Ordinances of the City; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law;

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

Section 1. The editing, arrangement and numbering or renumbering of the following ordinances or resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. or Res. No.</u>	<u>Date</u>	<u>C.O. Section</u>
5-14	3-18-14	123.01, 124.02
7-14	3-4-14	789.01
13-14	5-20-14	123.01, 124.02
14-14	5-20-14	111.04
16-14	8-5-14	351.17
21-14	11-5-14	129.06
24-14	12-16-14	123.01, 124.02
27-14	1-6-15	1331.01 - 1331.03, 1331.99

Section 2. The following sections are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

331.26, 335.07, 335.072, 335.15, 337.17, 351.03, 351.16, 501.07, 501.08, 501.99, 513.01, 525.02, 525.05, 525.12, 533.09, 533.14, 537.05, 537.051, 537.06, 537.16, 545.01, 545.02, 545.05, 545.15, 549.01

Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of the 2015 Replacement Pages for the Codified Ordinances shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to January 20, 2015.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Ohio R.C. 121.22.

Section 5. Pursuant to Ohio R.C. 731.23 and 731.25, the Clerk of Council shall post a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2015 Replacement Pages hereby approved, adopted and enacted, a copy of which Summary is attached hereto as Exhibit A.

Section 6. This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to have an up-to-date codification of the laws of the City, one which is consistent with current State law, where and as required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City, ensure law and order and avoid practical and legal entanglements; therefore this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED: _____

CLERK OF COUNCIL

MAYOR

DATE: _____

EXHIBIT A

SUMMARY OF NEW MATTER
CONTAINED IN THE 2015 REPLACEMENT PAGES
FOR THE
CODIFIED ORDINANCES OF CANAL FULTON, OHIO

New matter in the Codified Ordinances of Canal Fulton, Ohio, as contained in the 2015 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
331.26	Driving upon street posted as closed for repair.
335.07	Driving under suspension or in violation of license restriction.
335.072	Driving under financial responsibility law suspension or cancellation; driving under a nonpayment of judgment suspension.
335.15	Removal of vehicles after accidents.
337.17	Focus and aim of headlights.
351.03	Prohibited standing or parking places.
351.16	Parking prohibitions on private property; private tow-away zones.
501.07	Requirements for criminal liability; voluntary intoxication.
501.08	Culpable mental states.
501.99	Penalties for misdemeanor.
513.01	Definitions relating to drugs.
525.02	Falsification.
525.05	Failure to report a crime or death.
525.12	Dereliction of duty.
533.09	Soliciting.
533.14	Unlawful advertising of massage.
537.05	Aggravated menacing.
537.051	Menacing by stalking,
537.06	Menacing.

- 537.16 Illegal distribution of cigarettes, other tobacco products, or alternative nicotine products; transaction scans.
- 545.01 Definitions relating to property offenses.
- 545.02 Determining property value in theft offense.
- 545.05 Theft.
- 545.15 Securing writings by deception.
- 549.01 Definitions relating to weapons and explosives.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 24-15

Passed _____, 20____

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TRANSFERING .0288 ACRE OF CITY OWNED LAND INTO THE CHERRY/LOCUST STREET INTERSECTION PROJECT.

WHEREAS, A portion of City Owned Land is needed for the Cherry/Locust Street Intersection Project, and

WHEREAS, the Council of the City of Canal Fulton has decided to transfer a .0220 acre parcel and a .0068 acre parcel to said project.

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

A .0288 acre parcel of City owned Land is transferred to the Cherry/Locust Intersection Project more fully described as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 2015, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2015, and that publication of the foregoing Ordinance was duly made by listing same on the City's web site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the _____ day of _____, 2015.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

ODOT LPA RE 801
Rev. 09/2012

Warranty Deed
LPA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: The City of Canal Fulton, the Grantor(s) herein, in consideration of the sum of \$1.00, to be paid by the The City of Canal Fulton, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 3 WD, WD-1
STA-93-Cherry

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Stark County Current Tax Parcel No. 9503289
Prior Instrument Reference: Quit-Claim Deed, Instrument No. 200705160026815, Stark County Recorder's Office.

And the said Grantor(s), for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF The City of Canal Fulton by and through Mark Cozy, the City Manager of The City of Canal Fulton, has hereunto subscribed his name on the _____ day of _____, 20_____.

THE CITY OF CANAL FULTON

By: _____
MARK COZY
CITY MANAGER

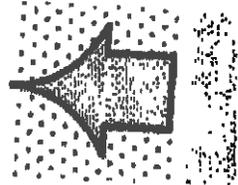


STATE OF OHIO, COUNTY OF STARK ss:

BE IT REMEMBERED, that on the _____ day of _____, 20_____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mark Cozy, who acknowledged being the City Manager of The City of Canal Fulton, and who acknowledged the foregoing instrument to be the voluntary act and deed of said The City of Canal Fulton.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____



This document was prepared by: the City of Canal Fulton

EXHIBIT A

LPA RX 851 WD

Page 1 of 2

Rev. 06/09

Ver. Date 05/10/2015

PID 90972

PARCEL 3-WD *JRH*
STA-93-CHERRY
ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
IN THE FOLLOWING DESCRIBED PROPERTY
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR THE USE OF THE
CITY OF CANAL FULTON COUNTY, OHIO

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Stark, T-1 N, R-10 W, City of Canal Fulton, and being part of City Lot No. 315 & 316 and being part of the NE Quarter of Section No. 9 and NW Quarter of Section No. 10 and being part of a tract of land described in deed to City of Canal Fulton as recorded in Instrument No. 200705160026815 of the recorder's records of Stark County, Ohio, and being more fully described as Follows:

Being a parcel of land located on the left side of the centerline of Cherry Street, S.R. 93, based on a survey made by Environmental Design Group, LLC for the City of Canal Fulton and depicted on a centerline plat recorded with Instrument No. _____ of the Stark County Recorder's records.

Beginning at a capped 5/8" rebar set at the west line of Cherry Street (60' R/W) at the north line of Ohio CT. (15' R/W) said point being 30.00 feet left of Station 101+95.10 and the southeast corner of City Lot No. 314;

1. Thence N 48° 34' 11" E along the west line of said Cherry Street, 55.97 feet to a capped 5/8" rebar set at the True place of beginning for the parcel intended to be described herein;
2. Thence N 42° 05' 15" E along a new R/W line, 54.85 feet to a capped 5/8" rebar set;
3. Thence northeasterly 14.60 feet along the new R/W line and the arc of a curve deflecting to the left having a radius of 47.00 feet, delta of 17° 48' 12" and a chord of 14.55 feet that bears N 33° 11' 09" E to a capped 5/8" rebar set;

EXHIBIT A

Page 2 of 2

Rev. 06/09

LPA RX 851 WD

- 4. Thence N 65° 42' 56" W along a new R/W line, 7.00 feet to a capped 5/8" rebar set;
- 5. Thence northeasterly 15.76 feet along a new R/W line and the arc of a curve deflecting to the left having a radius of 40.00 feet, delta of 22° 34' 49" and a chord of 15.66 feet that bears N 12° 59' 39" E to a capped 5/8" rebar set;
- 6. Thence S 88° 17' 45" E along a new R/W line, 7.00 feet to a capped 5/8" rebar set;
- 7. Thence northwesterly 25.09 feet along a new R/W line and the arc of a curve deflecting to the left having a radius of 47.00 feet, delta of 30° 34' 56" and a chord of 24.79 feet that bears N 13° 35' 13" W to a capped 5/8" rebar set on the south line of Locust Street (50' R/W);
- 8. Thence S 41° 32' 35" E along the south line of said Locust Street, 42.68 feet to the west line of said Cherry Street;
- 9. Thence S 48° 34' 11" W along the west line of said Cherry Street, 95.16 feet.

The above describes area is contained within the Stark County Auditor's Permanent Parcel No.9503289 and contains 0.0220 acres.

Grantor claims title through Instrument No. 200705160026815, recorded in the records of Stark County, Ohio.

This description was prepared and reviewed on June 25, 2015 by Robert J. Warner P.S. 6931 for Environmental Design Group, LLC.

This description is based on a survey made for the City of Canal Fulton under the direction of Robert J. Warner P.S. 6931.

Bearings are based on the Stark County Geodetic Reference System (SCGRS), NAD(83) using monuments LAW047 & LAW032.

Capped 5/8" rebar are 5/8" x 30" rebar with identifying cap and will be set by a surveyor registered in the State of Ohio upon the completion of construction

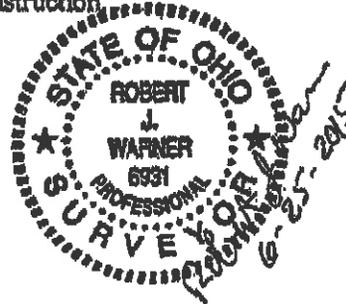


EXHIBIT A

LPA RX 851 WD

Page 1 of 2

Rev. 06/09

Ver. Date 05/10/2015

PID 90972

PARCEL 3-WD1 *JrH*
 STA-93-CHERRY

**ALL RIGHT, TITLE AND INTEREST IN FEE SIMPLE
 IN THE FOLLOWING DESCRIBED PROPERTY
 WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
 IN THE NAME AND FOR THE USE OF THE
 CITY OF CANAL FULTON COUNTY, OHIO**

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

[Surveyor's description of the premises follows]

Situated in the State of Ohio, County of Stark, T-1 N, R-10 W, City of Canal Fulton, and being part of City Lot No. 305 and Part of a vacated alley and being part of the NE Quarter of Section No. 9 and being part of a tract of land described in deed to City of Canal Fulton as recorded in Instrument No. 200705160026815 of the recorder's records of Stark County, Ohio, and being more fully described as Follows:

Being a parcel of land located on the right side of the centerline of Locust Street based on a survey made by Environmental Design Group, LLC for the City of Canal Fulton and depicted on a centerline plat recorded with Instrument No. _____ of the stark County Recorder's records.

Beginning at a capped 5/8" rebar set on the south line of Locust Street (50' R/W) at the east line of Market Street (60' R/W) at a point 25.00 feet right of Station 10+29.95 and the northwest corner of City Lot No. 305;

1. Thence S 41° 32' 35" E along the south line of said Locust Street, 16.80 feet to a capped 5/8" rebar set at the True place of beginning for the parcel intended to be described herein;
2. Thence S 41° 32' 35" E, 100.50 feet along the south line of said Locust Street to a capped 5/8" rebar set;
3. Thence S 85° 33' 59" W, 3.76 feet to a capped rebar set;

EXHIBIT A

Page 2 of 2

Rev. 06/09

LFA RX 851 WD

- 4. Thence N 41° 32' 35" W, 95.98 feet to a capped 5/8" rebar set;
- 5. Thence N 11° 35' 44" E, 3.75 feet to the True place of beginning.

The above described area is contained within the Stark County Auditor's Permanent Parcel No. 9503289 and contains 0.0068 acres.

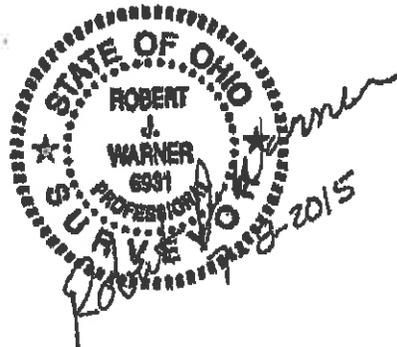
Grantor claims title through Instrument No. 200705160026815, recorded in the records of Stark County, Ohio.

This description was prepared and reviewed on June 25, 2015 by Robert J. Warner P.S. 6931 for Environmental Design Group, LLC.

This description is based on a survey made for the City of Canal Fulton under the direction of Robert J. Warner P.S. 6931.

Bearings are based on the Stark County Geodetic Reference System (SCGRS), NAD(83) using monuments LAW047 & LAW032.

Capped 5/8" rebar are 5/8" x 30" rebar with identifying cap and will be set by a surveyor registered in the State of Ohio upon the completion of construction.





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: RG010472
P.O. DATE: 07/22/15
DEPARTMENT: STREET
CREATED BY:
VENDOR NO.: 00486

DELIVER TO:

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

VENDOR:

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

ACCOUNT NUMBER	AMOUNT
392.360.5741	\$16,000.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ENGINEERING SERVICES FOR CHERRY-LOCUST ST. INTERSECTION-ORD 20-15		\$16,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
			TOTAL:	\$16,000.00

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, commitment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection from the credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

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

BILL TO:



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

PURCHASE ORDER

P.O. NUMBER: RG010473
 P.O. DATE: 07/22/15
 DEPARTMENT: STREET
 CREATED BY:
 VENDOR NO.: 02919

DELIVER TO:

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

VENDOR:

MELWAY PAVING CO. INC
 7571 ST. RT 83
 HARTVILLE, OH 44633

ACCOUNT NUMBER	AMOUNT
391.360.5730	\$60,000.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2015 CHIP & SEAL		\$60,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
TOTAL:				\$60,000.00

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, interest or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection from the credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

 Finance Director Date

 City Manager / Mayor Date

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

BILL TO:



City of Canal Fulton

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

PURCHASE ORDER

P.O. NUMBER RG010479
P.O. DATE 07/29/15
DEPARTMENT MAYOR . ADMIN
CREATED BY
VENDOR NO. 02817

DELIVER TO:

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

VENDOR:

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

ACCOUNT NUMBER	AMOUNT
101.120.5410	\$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 # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		COMMUNITY CENTER INTEGRATION & MESSAGING		\$15,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 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, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection on 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



PURCHASE ORDER

BILL TO:

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

P.O. NUMBER **RG010481**
P.O. DATE **07/30/15**
DEPARTMENT **SEWER**
CREATED BY
VENDOR NO. **02555**

DELIVER TO:

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

VENDOR:

HOOLOGAN WELDING & FABRICATION
8121 WAYNESBURG DR SE
WAYNESBURG, OH 44688

ACCOUNT NUMBER	AMOUNT
551.330.5690	\$3,975.00

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

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		INSTALL SEWAGE OVERFLOW BOX IN TANK NOW AND THEN CERTIFICATE I CERTIFY FUNDS FOR THIS PURCHASE WERE AVAILABLE THEN ____ / ____ / ____ AVAILABLE NOW ____ / ____ / ____ SIGNED: THIS THEN AND NOW CERTIFICATE IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / ____		\$3,975.00
TOTAL:				\$3,975.00

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

FISCAL OFFICER'S CERTIFICATE

I hereby certified that the amount required to meet the contract, agreement, obligation, interest or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection 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