

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

June 21, 2016

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**
7. **REPORTS OF ADMINISTRATIVE OFFICERS**
  - o Senior Citizens
  - o Community Service
  - o Fire Chief
  - o Police Chief -Monthly Report
  - o Engineer
  - o Streets
  - o Public Utilities
  - o Finance Director – May Financials
  - o City Manager
  - o Mayor
  - o Parks & Recreation Board
  - o Law Director
8. **THIRD READINGS**

**TABLED - Resolution 7-16:** A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the High Street Waterline Replacement.

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

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

**Ordinance 12-16:** An Ordinance by the Council fo the City of Canal Fulton, Ohio to Amend Chapter 1169.02 of Title Five – Zoning Map and Districts of the Codified Ordinances of Canal Fulton
- Ordinance 13-16:** An Ordinance Amending Ordinance 08-07, Employee Leave Benefits and Repealing any Ordinances in Conflict Therewith
- Ordinance 14-16:** An Ordinance Amending the Department of Police Services of the Codified Ordinances of Canal Fulton, Ohio to Create the Position of Police Lieutenant and Adding Chapter 129.04 Entitled Police Lieutenant
- Ordinance 15-16:** An Ordinance by the Council of the City of Canal Fulton, Ohio to Vacate Part of Basin Street
- Ordinance 16-16:** An Ordinance Amending 34-15, and Providing for Changes to Previously Authorized Appropriations
10. **FIRST READINGS**

**Ordinance 17-16:** An Ordinance by the Council of the City of Canal Fulton, Ohio Creating a Commission on Disabilities

**Resolution 12-16:** A Resolution by the Council of the City of Canal Fulton, Ohio to enter into an Agreement with Canal Fulton Enterprises Inc. to Operate an Electric Charging Station
11. **P.O.s**

P.O.
12. **BILLS:** 1,471,204.44
13. **OLD/NEW/OTHER BUSINESS**
14. **REPORT OF PRESIDENT PRO TEMPORE**
15. **REPORT OF SPECIAL COMMITTEES**
16. **CITIZENS COMMENTS – Open Discussion (Five Minute Rule)**
17. **ADJOURNMENT**

# REPORTS, ARRESTS, CITATIONS & WARNINGS

## May 1, 2016 thru May 31, 2016

### OFFENSES

Breaking & Entering and/or Burglary	1
<i>(Includes Attempted)</i>	<u>1</u>
Robbery <i>(Includes Attempted)</i>	<u>0</u>
Theft	9
<i>(Includes bad checks, identity and drive-offs)</i>	<u>9</u>
Domestic <i>(Includes Violence and Disputes)</i>	<u>3</u>
Juvenile Problems	<u>6</u>
Criminal Mischief / Criminal Damaging	<u>2</u>
Drug Related Offenses	<u>1</u>
Menacing and Aggravated Menacing	<u>0</u>
Vandalism/Property Crimes	<u>3</u>
Harassment <i>(Includes Phone)</i>	<u>4</u>
Alcohol Related	<u>1</u>
Disorderly Conduct	<u>0</u>
Assault	<u>0</u>
Missing Persons	<u>0</u>
Tax Evasions filed	<u>0</u>
Sex Offense	<u>0</u>
Solicitors	<u>0</u>
Stalking	<u>0</u>
Suicidal Person	<u>1</u>
<b>TOTAL OFFENSES</b>	<b><u>31</u></b>

### PUBLIC SERVICE

Public Service Calls	12
Disturbance Calls	<u>3</u>
Suspicious Activities	12
<i>(Includes persons, vehicles, circumstances)</i>	<u>12</u>
Assist Lawrence Township Police Department	<u>13</u>
Assist Medical Squad / Fire	<u>6</u>
Assist Other P.D.	<u>3</u>
Alarms	<u>19</u>
911 Hang Ups	<u>12</u>
Attempted Suicide	<u>0</u>
Threats	<u>1</u>
K-9 Assist to other agency	<u>1</u>
Firework complaints	<u>0</u>
<b>TOTAL PUBLIC SERVICE CALLS</b>	<b><u>82</u></b>

### MISCELLANEOUS CALLS

***Includes, but is not limited to:***

lock-outs, animal complaints, fingerprinting, escorts, welfare checks, unwanted subjects, civil matters, loud music, neighbor disputes, disabled vehicles, follow-ups, lost and/or found property, notifications, open doors, trespassing, extra patrol, attempts to serve warrants.

**TOTAL MISCELLANEOUS CALLS** 104

### TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	4
Stop sign and/or Traffic Signal	<u>3</u>
Passing on Double Line	<u>0</u>
Seat Belt Violation	<u>0</u>
Parking Problems (Total)	<u>7</u>
Written Warnings	<u>1</u>
Verbal Warnings	<u>68</u>
Driver's License Violations	<u>4</u>
Registration Violations	<u>1</u>
Failure to Control	<u>0</u>
Failure to Yield	<u>0</u>
OVI	<u>1</u>
Right of Way	<u>0</u>
Improper Backing	<u>1</u>
Juvenile Violation	<u>0</u>
Turn signal	<u>0</u>
Marked Lanes	<u>0</u>
<b>TOTAL TRAFFIC INCIDENTS:</b>	<b><u>90</u></b>

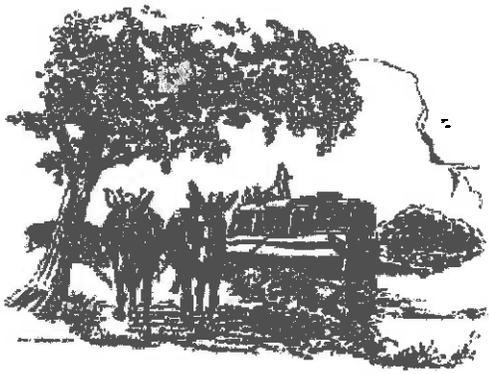
### ACCIDENTS

Property Damage Only:	<u>4</u>
Injuries:	<u>2</u>
Private Property Accident:	<u>2</u>
Hit/Skip Accident	<u>1</u>
<b>TOTAL ACCIDENTS</b>	<b><u>9</u></b>

**TOTAL CALLS OF SERVICE:** 316

From all of the above calls, the following numbers represent the amount of arrests that resulted from said call:

ARRESTS MADE:	<u>4</u>
WARRANTS SERVED:	<u>1</u>
<b>TOTAL</b>	<b><u>5</u></b>



# City of Canal Fulton

## Director of Finance

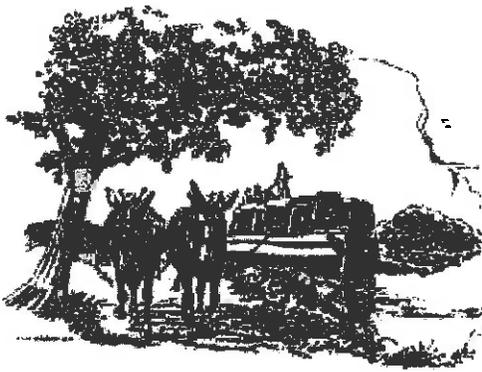
155 East Market Street, Suite A

Canal Fulton, Ohio 44614

(330) 854-6761 Fax (330) 854-6260

The following represents a summary of financial highlights from May:

- **May Bank Reconciliation (Page A-1):** The May revenue and expense activity is balanced.
- **Income Taxes (Pages B-1 & B-2):** The 2016 year-to-date income tax collections are 4.7 percent higher than 2015. It is important to note that there will likely be large fluctuations when comparing the 2016 income tax collections to 2015. This is due to the new State required income tax ordinance implemented in 2016, which changes the due dates and requirements for submitting payroll withholdings and estimated tax payments.
- **Fund Balance Report (Pages C-1 & C-2):** This report shows that the 2016 ending unencumbered fund balance for all funds combined (\$2,845,930) is approximately the same as 2015 (\$2,836,866). The report also shows that the 2016 ending unencumbered fund balance in the General Fund is \$636,991, which is higher than 2015 when the General Fund finished at \$349,113. The increase is due to the General Capital Projects Fund repaying a \$500,000 advance/loan to the General Fund in June, 2015, which caused the ending fund balance in 2015 (becomes the beginning balance in 2016) to exceed expectations.
- **Revenue Comparison (Page C-3):** This report shows that with the exception of the Sewer Operating Fund, the 2016 revenues have generally exceeded 2015. The variance in the Sewer Operating Fund is due to changing the sewer fee allocations prior to 2016 to direct more revenue to the Sewer Capital Fund.
- **Expense Comparison (Page C-4):** This report shows that the 2016 year-to-date expenses in all funds (\$4,262,237) are higher than 2015 (\$2,923,687). The higher expenses are due to the City making a bond payment for \$1,012,500 in April. This represented the first payment on the debt. The higher expenses are also due to payments for Risinger and Associates, the old elementary school demolition, and finalizing the grit building reconstruction.
- **Budget Status Reports (Pages C-5 & C-6):** The report shows that the City's expenditures exceed budget expectations in the Administrative and Income Tax Departments. The higher operating costs in the Administrative Department are due to paying the first installments on the old elementary school demolition project. The higher operating costs in the Income Tax Department are due to processing higher than expected tax refunds and hiring the new Income Tax Administrator to serve concurrently for a brief period of time while the current Income Tax Administrator transitions to retirement.
- **May Bills:** The total bills reported for May equal \$1,471,204.44. The City originally made the \$1.0 million bond anticipation note debt payment in April. However, I made a mistake on the mailing address printed on the check and had to re-issue the check the first week of May. This effectively pushed the payment into May for accounting purposes. The City also made OPWC loan payments totaling approximately \$53,000 and purchased approximately \$33,000 of turnout gear for the Fire Department in May.



# City of Canal Fulton

155 East Market Street, Suite A  
Canal Fulton, Ohio 44614  
(330) 854-6761 Fax (330) 854-6260

## Index of May 2016 Reports

### Bank Reconciliation

Bank Reconciliation Summary ..... Page A-1

### Income Tax Data and Analysis

Income Tax Revenue Data ..... Page B-1

Multi-year YTD Tax Collections Comparison Chart..... Page B-2

### Financial Reports

Fund Balance Report (*This report shows year-to-date revenues, expenses and ending fund balance compared to the same period last year*) ..... Page C-1

Ending Fund Balance Comparison - Graph (*This report shows ending fund balances in graph form – derived from Fund Balance Report noted in C-1*)..... Page C-2

Revenue Comparison (*This report shows the 2016 revenue budget, the year-to-date actual revenues, and a comparison to 2015 revenues.*) ..... Page C-3

Expense Comparison (*This report shows the 2016 expense budget, the year-to-date actual expenses, and a comparison to 2015 expenses.*) ..... Page C-4

General Fund Budget Status (*This report shows the 2016 budget, the actual year-to-date expenses and the target spending rate for each department*) ..... Page C-5

All Other Fund Budget Status (*This report shows the 2016 budget, the actual year-to-date expenses and the target spending rates for each Non-General Fund department.*) ..... Page C-6



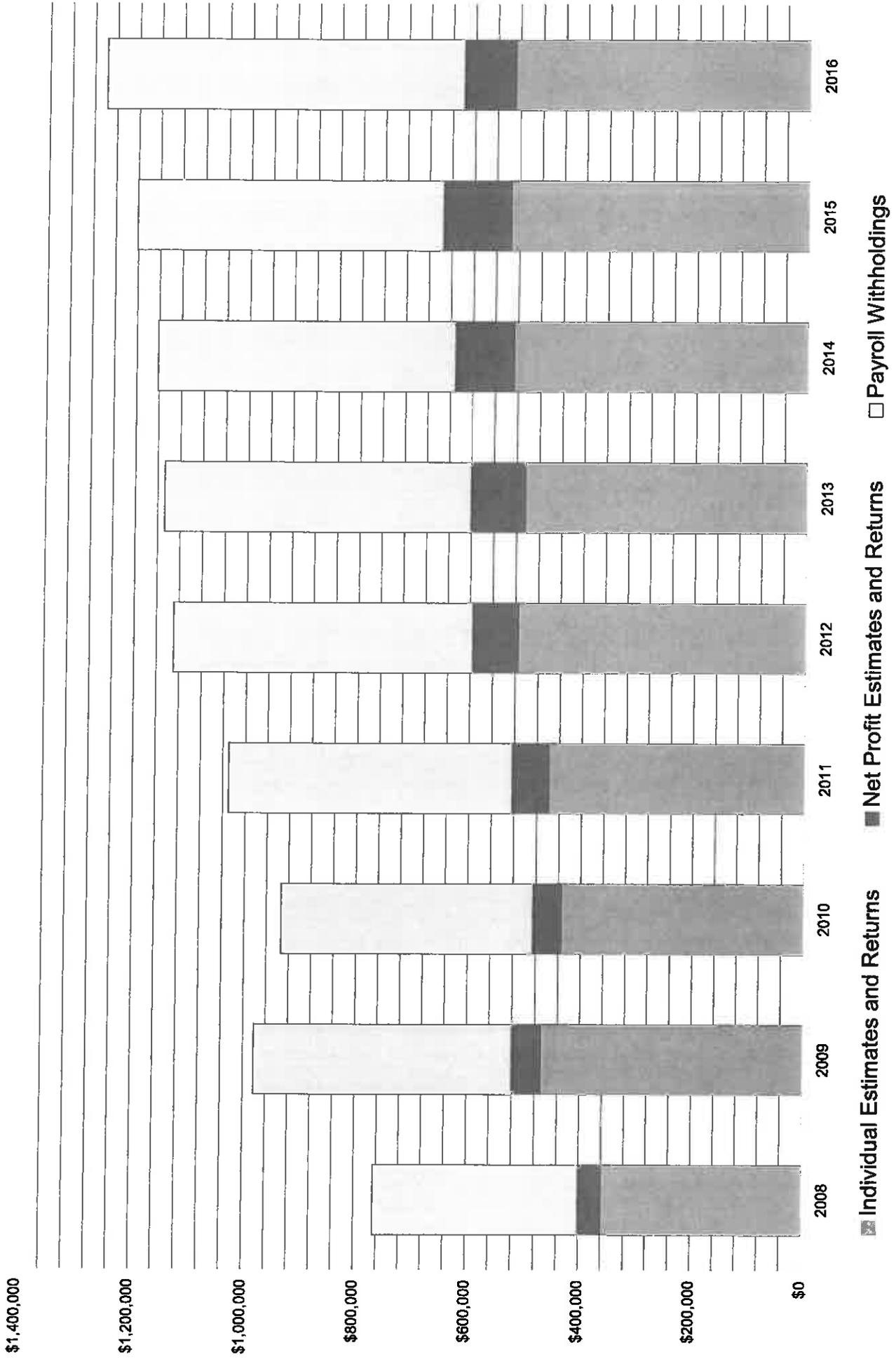
## May 2016 Income Tax Revenue Analysis

Month	Individual Estimates and Returns	Net Profit Estimates and Returns	Payroll Withholdings	Total Collections
May 2016	\$ 43,213.10	\$ 9,439.12	\$ 117,469.24	\$ 170,121.46
May 2015	\$ 20,458.25	\$ 8,674.09	\$ 96,672.83	\$ 125,805.17
Year to Year Change	\$ 22,754.85	\$ 765.03	\$ 20,796.41	\$ 44,316.29
Percentage Change	111.23%	8.82%	21.51%	35.23%

Month	Individual Estimates and Returns	Net Profit Estimates and Returns	Payroll Withholdings	Total Collections
YTD 2016	\$ 528,436.83	\$ 91,228.34	\$ 638,385.63	\$ 1,258,050.80
YTD 2015	\$ 533,997.15	\$ 120,886.50	\$ 546,586.58	\$ 1,201,470.23
Year to Year Change	\$ (5,560.32)	\$ (29,658.16)	\$ 91,799.05	\$ 56,580.57
Percentage Change	-1.04%	-24.53%	16.79%	4.71%

May YTD Collections	Individual Estimates and Returns	Net Profit Estimates and Returns	Payroll Withholdings	Total Collections
2008	\$ 359,784.09	\$ 40,751.89	\$ 365,122.04	\$ 765,658.02
2009	\$ 469,229.45	\$ 50,260.51	\$ 461,697.65	\$ 981,187.61
2010	\$ 434,265.58	\$ 50,436.27	\$ 449,239.99	\$ 933,941.84
2011	\$ 459,052.54	\$ 63,887.89	\$ 506,723.24	\$ 1,029,663.67
2012	\$ 514,858.18	\$ 80,748.05	\$ 533,863.12	\$ 1,129,469.35
2013	\$ 503,959.15	\$ 96,897.10	\$ 547,102.76	\$ 1,147,959.01
2014	\$ 526,703.30	\$ 104,408.97	\$ 531,082.73	\$ 1,162,195.00
2015	\$ 533,997.15	\$ 120,886.50	\$ 546,586.58	\$ 1,201,470.23
2016	\$ 528,436.83	\$ 91,228.34	\$ 638,385.63	\$ 1,258,050.80

# YTD Income Tax Collections as of May 31



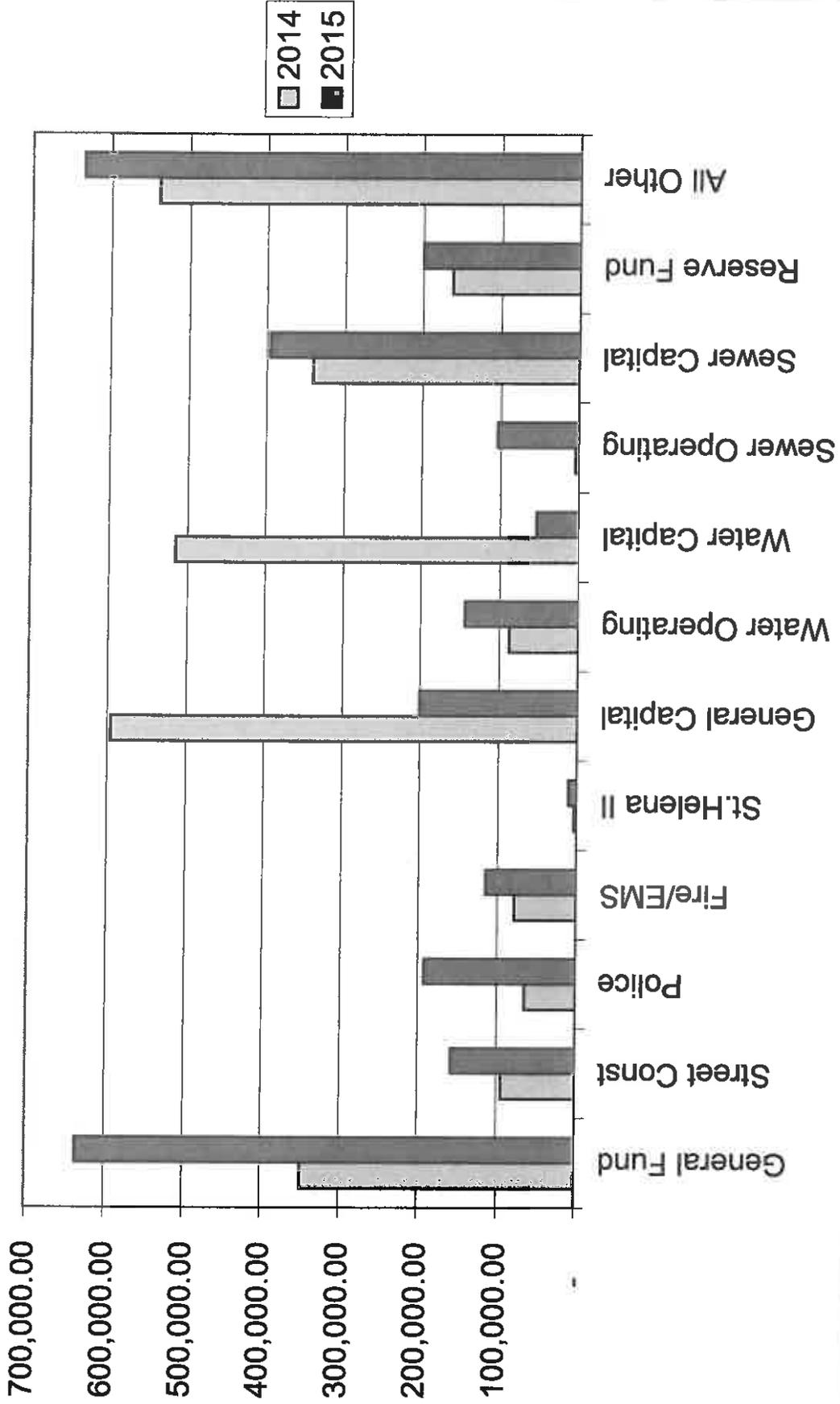
**2016 Fund Balance Report - May 31, 2016**

Fund Description	Beginning Balance as of 1/1/16	YTD Receipts as of 5/31/16	YTD Expenses as of 5/31/16	Ending Balance	Encumbrances	Unencumbered Fund Balance
General Fund	763,544.22	1,356,371.50	1,230,316.34	889,599.38	252,608.07	636,991.31
Street Construction	192,208.08	102,944.42	96,576.78	198,575.72	40,740.87	157,834.85
Police	280,439.60	509,975.37	454,138.90	336,276.07	143,913.63	192,362.44
Fire/EMS	159,054.90	208,755.36	191,980.20	175,830.06	60,809.47	115,020.59
St.Helena II	9,992.91	6,441.00	5,866.49	10,567.42	300.00	10,267.42
General Capital Projects	355,035.50	127,083.35	88,094.74	394,024.11	193,545.07	200,479.04
Water Operating	230,863.74	265,429.30	246,142.86	250,150.18	105,985.92	144,164.26
Water Capital Projects	538,207.88	230,569.46	204,127.75	564,649.59	510,789.01	53,860.58
Sewer Operating	236,479.09	332,054.61	309,995.30	258,538.40	154,119.88	104,418.52
Sewer Capital Projects	488,523.50	75,161.90	138,210.23	425,475.17	29,859.29	395,615.88
Reserve Fund	200,000.00	-	-	200,000.00	-	200,000.00
All Other	854,410.82	1,376,279.01	1,296,787.37	935,902.46	300,987.19	634,915.27
<b>Totals</b>	<b>\$4,308,760.24</b>	<b>\$4,593,065.28</b>	<b>\$4,262,236.96</b>	<b>\$4,639,588.56</b>	<b>\$1,793,658.40</b>	<b>\$2,845,930.16</b>

**2015 Fund Balance Report - May 31, 2015**

Fund Description	Beginning Balance as of 1/1/15	YTD Receipts as of 5/31/15	YTD Expenses as of 5/31/15	Ending Balance	Encumbrances	Unencumbered Fund Balance
General Fund	453,526.59	1,291,791.66	1,073,926.42	671,391.83	322,278.84	349,112.99
Street Construction	185,974.12	101,824.46	122,440.53	165,358.05	70,987.63	94,370.42
Police	188,341.18	494,264.14	454,961.61	227,643.71	162,359.80	65,283.91
Fire/EMS	143,871.19	205,648.78	209,249.26	140,270.71	61,668.54	78,602.17
St.Helena II	10,458.79	4,421.95	7,138.22	7,742.52	4,530.00	3,212.52
General Capital Projects	636,247.60	145,418.76	(26,736.86)	808,403.22	212,739.52	595,663.70
Water Operating	147,071.96	253,248.13	207,959.96	192,360.13	104,616.53	87,743.60
Water Capital Projects	552,402.86	57,651.47	29,866.00	580,188.33	64,824.50	515,363.83
Sewer Operating	157,818.22	336,948.24	316,302.06	178,464.40	173,432.98	5,031.42
Sewer Capital Projects	472,984.41	73,852.77	84,374.59	462,462.59	121,697.81	340,764.78
Reserve Fund	150,000.00	12,281.25	-	162,281.25	-	162,281.25
All Other	393,113.03	1,189,234.71	444,204.89	1,138,142.85	598,707.39	539,435.46
<b>Totals</b>	<b>\$3,491,809.95</b>	<b>\$4,166,586.32</b>	<b>\$2,923,686.68</b>	<b>\$4,734,709.59</b>	<b>\$1,897,843.54</b>	<b>\$2,836,866.05</b>

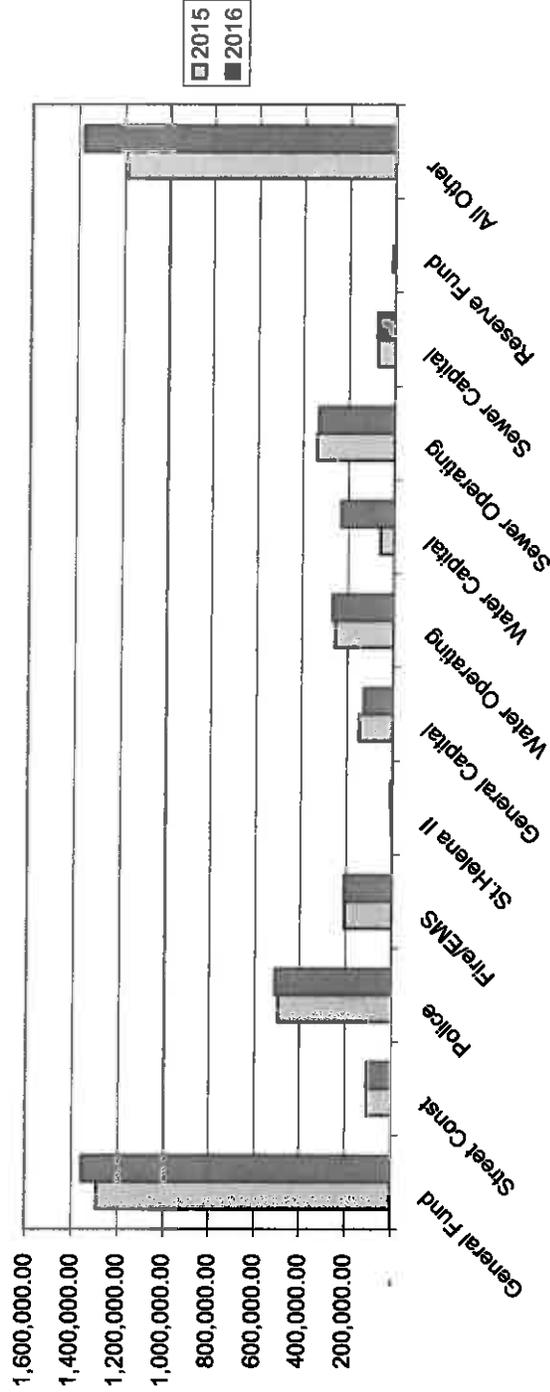
# Ending Fund Balance Comparison - May 31



**2016 Revenue Comparison - May 31, 2016**

Fund Description	Budgeted Revenues	YTD Receipts as of 5/31/16	Percentage Realized	Target Percentage	YTD Receipts as of 5/31/15
General Fund	2,611,247.00	1,356,371.50	51.9%	41.7%	1,291,791.66
Street Construction	249,010.00	102,944.42	41.3%	41.7%	101,824.46
Police	1,186,930.00	509,975.37	43.0%	41.7%	494,264.14
Fire/EMS	526,000.00	208,755.36	39.7%	41.7%	205,648.78
St.Helena II	51,000.00	6,441.00	12.6%	41.7%	4,421.95
General Capital Projects	321,000.00	127,083.35	39.6%	41.7%	145,418.76
Water Operating	629,000.00	265,429.30	42.2%	41.7%	253,248.13
Water Capital Projects	927,570.00	230,569.46	24.9%	41.7%	57,651.47
Sewer Operating	787,665.00	332,054.61	42.2%	41.7%	336,948.24
Sewer Capital Projects	80,000.00	75,161.90	94.0%	41.7%	73,852.77
Reserve Fund	-	-	0.0%	41.7%	12,281.25
All Other	1,523,053.00	1,378,279.01	90.5%	41.7%	1,189,234.71
<b>Totals</b>	<b>\$8,892,475.00</b>	<b>\$4,593,065.28</b>	<b>51.7%</b>	<b>41.7%</b>	<b>\$4,166,586.32</b>

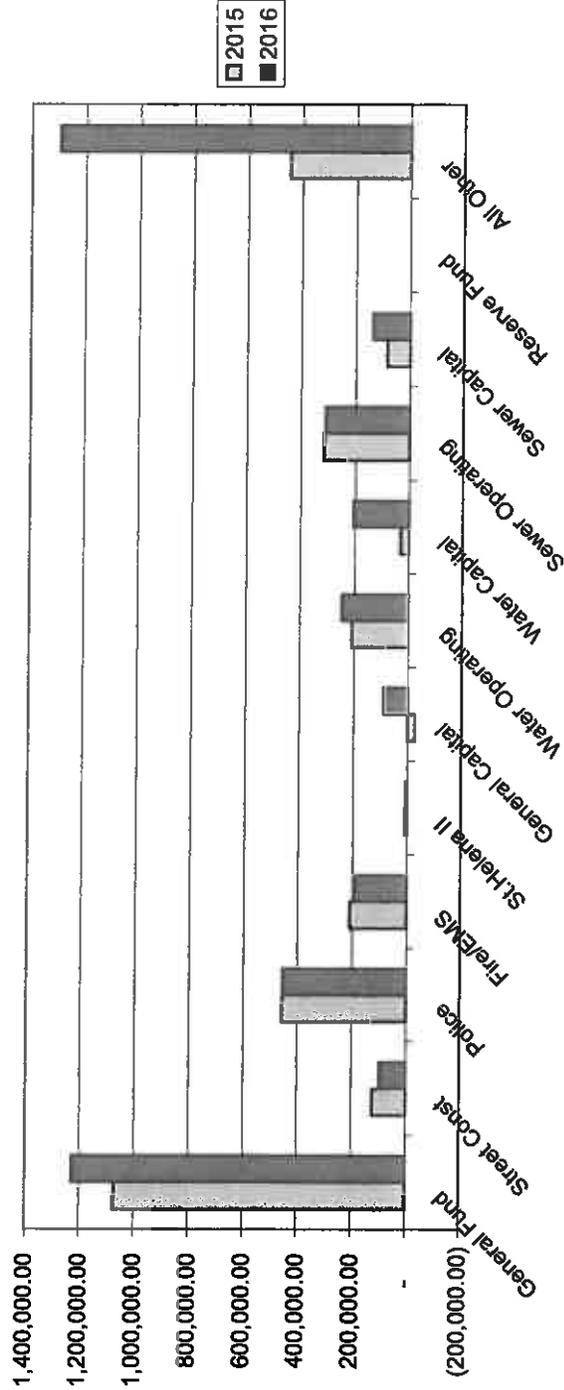
**YTD Revenue Comparison**



### 2016 Expense Comparison - May 31, 2016

Fund Description	Budgeted Expenses	YTD Expenses as of 5/31/16	Percentage Realized	Target Percentage	YTD Expenses as of 5/31/15
General Fund	\$2,700,102.76	1,230,316.34	45.6%	41.7%	1,073,926.42
Street Construction	270,903.74	96,576.78	35.6%	41.7%	122,440.53
Police	1,191,758.89	454,138.90	38.1%	41.7%	454,961.61
Fire/EMS	533,950.79	191,980.20	36.0%	41.7%	209,249.26
St.Helena II	51,953.75	5,866.49	11.3%	41.7%	7,138.22
General Capital Projects	358,100.00	88,094.74	24.6%	41.7%	(26,736.86)
Water Operating	604,904.47	246,142.86	40.7%	41.7%	207,959.96
Water Capital Projects	46,000.00	204,127.75	443.8%	41.7%	29,866.00
Sewer Operating	780,586.88	309,995.30	39.7%	41.7%	316,302.06
Sewer Capital Projects	152,000.00	138,210.23	90.9%	41.7%	84,374.59
Reserve Fund	-	-	N/A	41.7%	-
All Other	1,838,555.36	1,296,787.37	70.5%	41.7%	444,204.89
<b>Totals</b>	<b>\$8,528,816.64</b>	<b>\$4,262,236.96</b>	<b>50.0%</b>	<b>41.7%</b>	<b>\$2,923,686.68</b>

### YTD Expense Comparison



### Budget Status Report - May 31, 2016

Department Description	Budgeted Expenses	YTD Expenses as of 5/31/16	Percentage Realized	Target Percentage
<b>General Fund Departments</b>				
<b>City Council:</b>				
Payroll	21,709.75	6,760.11	31.1%	41.7%
Non-Payroll	1,200.00	448.00	37.3%	41.7%
<b>Administration:</b>				
Payroll	103,152.71	38,971.55	37.8%	38.5%
Non-Payroll	110,950.00	62,927.28	56.7%	41.7%
<b>Finance:</b>				
Payroll	60,661.07	22,957.93	37.8%	38.5%
Non-Payroll	44,900.00	12,327.92	27.5%	41.7%
<b>Income Tax:</b>				
Payroll	106,165.67	44,194.07	41.6%	38.5%
Non-Payroll	121,550.00	86,202.69	70.9%	41.7%
<b>Legal:</b>				
Payroll	17,498.10	5,589.84	31.9%	41.7%
Non-Payroll	44,750.00	21,836.80	48.8%	41.7%
<b>Engineering:</b>				
Payroll	-	-	0.0%	38.5%
Non-Payroll	70,000.00	19,222.34	27.5%	41.7%
<b>Lands/Buildings:</b>				
Payroll	47,374.76	13,378.64	28.2%	38.5%
Non-Payroll	64,200.00	23,652.79	36.8%	41.7%
<b>Community Service:</b>				
Payroll	17,015.75	5,054.05	29.7%	38.5%
Non-Payroll	4,100.00	790.13	19.3%	41.7%
<b>Parks &amp; Recreation:</b>				
Payroll	37,199.95	6,659.16	17.9%	38.5%
Non-Payroll	32,075.00	7,662.31	23.9%	41.7%
<b>Miscellaneous:</b>				
Transfers	1,776,600.00	740,250.00	41.7%	41.7%
Street Lighting	19,000.00	7,373.69	38.8%	41.7%
<b>Total General Fund</b>				
Payroll	410,777.76	143,565.35	34.9%	38.5%
Non-Payroll	493,725.00	235,070.26	47.6%	41.7%
Transfers	1,776,600.00	740,250.00	41.7%	41.7%
Street Lighting	19,000.00	7,373.69	38.8%	41.7%
<b>Totals</b>	<b>\$2,700,102.76</b>	<b>\$1,126,259.30</b>	<b>41.7%</b>	<b>41.7%</b>

### Budget Status Report - May 31, 2016

Department Description	Budgeted Expenses	YTD Expenses as of 5/31/16	Percentage Realized	Target Percentage
<b>All Other Operating Departments/Funds</b>				
<b>Street Const. &amp; Maint:</b>				
Payroll	170,403.74	61,850.48	36.3%	38.5%
Non-Payroll	100,500.00	27,002.16	26.9%	41.7%
<b>Police:</b>				
Payroll	1,008,858.89	376,023.15	37.3%	38.5%
Non-Payroll	182,900.00	70,326.80	38.5%	41.7%
<b>Fire:</b>				
Payroll	371,650.79	136,508.52	36.7%	38.5%
Non-Payroll	162,300.00	54,315.37	33.5%	41.7%
<b>St. Helena II:</b>				
Payroll	26,403.75	632.71	2.4%	38.5%
Non-Payroll	25,550.00	5,233.78	20.5%	41.7%
<b>Water:</b>				
Payroll	405,404.47	158,897.29	39.2%	38.5%
Non-Payroll	199,500.00	75,272.99	37.7%	41.7%
<b>Sewer:</b>				
Payroll	404,686.88	158,891.18	39.3%	38.5%
Non-Payroll	375,900.00	140,396.38	37.3%	41.7%
<b>All Other Funds</b>				
State Hwy Improve	24,700.00	7,722.39	31.3%	41.7%
MVL Tax Fund	75,000.00	25,649.43	34.2%	41.7%
Police Enforcement/Educ	1,500.00	570.00	38.0%	41.7%
Law Enforcement Trust	2,000.00	699.95	35.0%	41.7%
Special Assess. Capital	-	-	0.0%	41.7%
Parks Capital	11,000.00	3,990.27	36.3%	41.7%
Water Capital	46,000.00	11,052.31	24.0%	41.7%
Sewer Capital	152,000.00	72,028.45	47.4%	41.7%
Downtown Capital	10,000.00	8,686.34	86.9%	41.7%
General Capital	358,100.00	83,274.74	23.3%	41.7%
Road Improvements	300,000.00	5,865.71	0.0%	41.7%
Water Debt	165,162.00	67,812.34	41.1%	41.7%
Sewer Debt	52,246.00	26,040.41	49.8%	41.7%
G.O. Debt	1,196,947.36	1,077,973.63	90.1%	41.7%
Agency	-	1,006.74		41.7%
<b>Total All Funds</b>	<b>\$8,528,816.64</b>	<b>\$3,783,982.82</b>	<b>44.4%</b>	<b>41.7%</b>

# RECORD OF RESOLUTIONS

BEAM GRAPHICS 801-201-8684 FORM NO. 10018

Resolution No. 7.16 Passed \_\_\_\_\_, 20\_\_\_\_

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE HIGH STREET WATERLINE REPLACEMENT.

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

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

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

The City of Canal Fulton agrees to enter into an agreement with CTI Engineers, Inc. to provide professional engineering services for the High Street Waterline Replacement pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp



Exhibit "A"

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

April 13, 2016

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

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

Dear Mr. Cozy:

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

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

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

Very truly yours,

CTI Engineers, Inc.

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

Richard W. Reed, P.E.  
Vice President

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

David L. Koontz, P.E.  
Project Manager

## **AGREEMENT FOR ENGINEERING SERVICES**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the City of Canal Fulton, 155 East Market Street, Canal Fulton, Ohio 44614 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., One Cascade Plaza, Suite 710, Akron, Ohio 44308 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the High Street Waterline Replacement Design (hereinafter referred to as the project).

Now, therefore, the CLIENT and CTI do hereby agree as follows:

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Nine Thousand Eight Hundred Dollars (\$9,800.00) without the prior authorization of the CLIENT.

Salary costs shall include the salaries and wages paid to all CTI personnel engaged directly on the project, plus the cost of customary and statutory benefits, payroll taxes, overhead and profit. Direct non-salary expenses shall include subcontracts, travel and subsistence, computer and CADD service charges, communications, field supplies and equipment rental, reproduction, and other project-related expenses.

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary costs plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

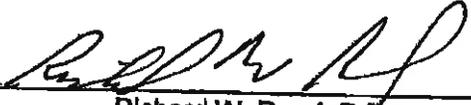
Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon authorization from the CLIENT.

The following appendices are attached hereto and made a part of this Agreement as if written herein: Appendix A, General Conditions, and Appendix B, Scope of Services.

In witness whereof, both parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

**SIGNATURES**

**ENGINEER**

BY   
Richard W. Reed, P.E.

DATE 4-14-16

**CITY**

BY \_\_\_\_\_  
Mark Cozy, City Manager

DATE \_\_\_\_\_

BY \_\_\_\_\_  
William Rouse, Finance Director

DATE \_\_\_\_\_

The foregoing Agreement is Approved as to Form:

BY \_\_\_\_\_  
Scott E. Fellmeth, Law Director

DATE \_\_\_\_\_

**APPENDIX A  
GENERAL CONDITIONS**

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.
7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed insurance coverage available at the time of settlement or judgement. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to

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

8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT.
10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT'S or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.
12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
14. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner,

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

15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.
19. **Waiver.** Any failure by CTI or the CLIENT to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI or the CLIENT may subsequently require strict compliance at any time.
20. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

## SCOPE OF SERVICES

---

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

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

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

### B. Responsibilities of City of Canal Fulton (CLIENT)

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

2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI all data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
3. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
4. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
5. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
6. Provide payment for plan review, or other fees required by the Ohio EPA, or other reviewing agencies.

**C. Additional Services**

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

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

# RECORD OF RESOLUTIONS

BEAM GRAPHICS 800-333-9034 FORM NO. 30041

Resolution No. 10-16 Passed \_\_\_\_\_, 20\_\_\_\_

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

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

WHEREAS, Mannik & Smith Group, Inc. has submitted a proposal acceptable to the City to provide these services for the designated project.

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

The City of Canal Fulton agrees to enter into a contract with Mannik & Smith Group, Inc. for Construction Engineering and Inspection Services for the STA 93-Cherry/Locust Intersection Project, PID 90972, pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp



June 6, 2016

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

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

Dear Mr. Cozy:

The Mannik & Smith Group, Inc. (MSG) is pleased to present the following cost estimate for the subject project, as per your request. MSG proposes to perform the Construction Engineering and Inspection services on a "time and materials" fee basis. Hours will be tracked monthly and billed against the estimated total outlined below. MSG has based our cost estimate on a twenty-eight (28) week project duration as outlined in the construction documents. Our hourly rates are based on our approved ODOT overhead rate of 165.08%, cost of money 0.46% and an 10% net fee. Please note that we have revised our Net Fee from 11% to 10% for the purpose of this revised cost proposal.) We have included in this submission, a copy of the "Cognizant Review Certificate No. 215229-SPG-01CR" as provided by ODOT.

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

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

Staffing:

- Project Engineer - \$102 per hour
- Documentation Clerk - \$84.00 per hour
- Resident Inspector - \$68 per hour (\$80 for overtime)
- Material Technician - \$61 per hour (\$71 for overtime)
- Traffic Engineer/Inspector - \$95 per hour
- QA/QC Reviewer - \$145 per hour

Expenses:

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

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

Base Personnel Fees .....	\$130,641
Expenses .....	\$19,359
<b>Total Time &amp; Materials, Not to Exceed Fee .....</b>	<b>\$150,000</b>

\*Please note that the fees above are as discussed with the City Engineer and all efforts will be made to complete the scope as outlined above. As discussed previously, the efforts for construction engineering and inspection are directly impacted by the Contractor's schedule and progress of the project. It is our understanding that it is the Contractor's intent to substantially complete the project during the 2016 calendar year. The total estimate for construction engineering and inspection work is based on the 28 week scheduled as outlined in the contract documents would result in a total effort of \$183,295. We would request

consideration for the additional \$33,295 to be approved by the city administration to be utilized on an as needed approval process. MSG will maintain the project budget and notify city staff in the event that the base budget is nearing the end.

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

#### **AGREEMENT**

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

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

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

Sincerely,



Aric R. Bennett  
Principal, Vice President

c: David Koontz, PE, CTI Engineers Inc.

**AGREEMENT FOR SERVICES**

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

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

**APPROVAL AND ACCEPTANCE**

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

**Proposal Date:** June 6, 2016

**Proposal Number:** OP160572

**CITY OF CANAL FULTON**

**THE MANNIK & SMITH GROUP, INC.**

\_\_\_\_\_  
Signature

*Aric R. Bennett*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

Aric R. Bennett  
\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

Principal, Vice President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

June 6, 2016  
\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Cost Proposal (Revised 5-5-2016)

NO	TASK DESCRIPTION	Project Engineer, P.E. \$122.00	Documentation Clerk \$84.00	Roadwork Inspector (Estimated) \$15.00	Roadwork Technician (Estimated) \$11.00	Material Collection (Estimated) \$11.00	QA/QC Reviewer \$46.00	Traffic Engineer \$96.00	TOTAL HOURS	TOTAL MSG COSTS	EQUIPMENT COSTS	STANDARD EXPENSES	TOTAL COST				
1	Full Time Inspection								1400	\$8,560.00		\$8,085.44	\$17,645.44				
2	Contract Administration & Documentation		112						112	\$8,400.00		\$3,203.20	\$12,611.20				
3	Project Engineering & Project Management	280							280	\$2,800.00			\$28,660.00				
4	Pre-Construction & Post Construction Contract Admin.	80							80	\$1,280.00		\$1,081.80	\$15,381.80				
5	Material Testing				80				88	\$5,440.00	\$3,610.00	\$1,081.80	\$10,132.80				
6	Traffic Signal Shop Plan Review & Inspection							32	32	\$3,040.00		\$846.57	\$3,886.57				
7	QA/QC Reviews							32	32	\$4,640.00		\$846.56	\$5,286.56				
TOTAL HOURS									340	112	1240	80	2124	\$63,586.00	\$3,610.00	\$15,749.76	\$83,295.76

TOTAL COST \$183,295.76

PROPOSAL ASSUMPTIONS

As per General Notes, all work to be completed in 224 days from Notice to Proceed

- 1 Full Time Inspection = 28 Weeks @ 50 hours/week = 1400 Hours (revised from 60 hours per week for the full duration to 50 hours per week on the average with the expectation that it will be closer to 60 hours per week during the middle of the project).
- 2 Contract Administration & Documentation = 28 Weeks @ 4 hours/week = 112 hours.
- 3 Project Engineer = 28 weeks @ 10 hours/week = 280 hours
- 4 Pre-Construction & Post Construction
- 5 Material Testing = 10 days @ 8 hours/day = 80 hours
- 6 Traffic Signal shop plan review & inspection = 32 hours
- 7 QA/QC Reviews = 4 hours per month = 8 months @ 4 hours/month = 32 hours

# RECORD OF RESOLUTIONS

BEAUFORT, OHIO 44810-325-4094 FORM NO. 30048

Resolution No. 11-16

Passed \_\_\_\_\_, 20\_\_\_\_

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

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

WHEREAS, Schalmo Properties, Inc. has submitted a proposal acceptable to the City to provide the services needed to construct those improvements.

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

The City of Canal Fulton agrees to enter into a contract with Schalmo Properties, Inc. for infrastructure improvement known as the Locust Street Roadway Widening Improvements Phase 1B pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp

## Exhibit "A"

### CONSTRUCTION AND PERFORMANCE AGREEMENT

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

Developer further covenants and agrees:

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

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

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

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

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

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

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

Donald Schalmo

In the Presence of:

\_\_\_\_\_

The City of Canal Fulton, Ohio

\_\_\_\_\_

\_\_\_\_\_

Mark Cozy, City Manager

Approved as to form:



Scott Fellmeth, Law Director

4/19/2016

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

REF	ITEM	DESCRIPTION	QTY.	UNITS	UNIT PRICE	AMOUNT
1	204	SUBGRADE COMPACTION	1870	S.Y.	\$ 1.50	\$ 2,805.00
2	254	PAVEMENT PLANING, ASPHALT	660	S.Y.	\$ 3.00	\$ 1,980.00
3	301	ASPHALT CONCRETE BASE, PG64-22	230	C.Y.	\$ 120.00	\$ 27,600.00
4	304	AGGREGATE BASE	230	C.Y.	\$ 50.00	\$ 11,500.00
5	407	TACK COAT	100	GAL	\$ 2.50	\$ 250.00
6	407	TACK COAT FOR INTERMEDIATE COURSE	60	GAL	\$ 2.50	\$ 150.00
7	448	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22	80	C.Y.	\$ 145.00	\$ 11,600.00
8	448	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG70-22M	190	C.Y.	\$ 155.00	\$ 29,450.00
9	SPECIAL	PAVEMENT REINFORCING FABRIC, TENSAR STARGRID G+PF	580	S.Y.	\$ 6.00	\$ 5,280.00
10	603	36-INCH STORM SEWER, TYPE B	5	FT.	\$ 100.00	\$ 500.00
11	603	12-INCH STORM SEWER, TYPE B	110	FT.	\$ 50.00	\$ 5,500.00
12	603	15-INCH STORM SEWER, TYPE B	270	FT.	\$ 60.00	\$ 16,200.00
13	603	18-INCH STORM SEWER, TYPE B	942	FT.	\$ 65.00	\$ 61,230.00
14	604	CATCH BASIN NO. 3	1	EA.	\$ 3,000.00	\$ 3,000.00
15	604	CATCH BASIN NO. 3	7	EA.	\$ 2,500.00	\$ 17,500.00
16	609	COMBINATION CURB AND GUTTER, TYPE 2	1340	FT.	\$ 16.00	\$ 21,440.00
17	614	MAINTAINING TRAFFIC	1	LUMP	\$ 4,000.00	\$ 4,000.00
18	623	CONSTRUCTION LAYOUT STAKING	1	LUMP	\$ 2,000.00	\$ 2,000.00
19	624	MOBILIZATION AND BOND	1	LUMP	\$ 5,000.00	\$ 5,000.00
20	630	GROUND MOUNTED SIGN SUPPORT, NO. 3 POST	45	FT.	\$ 15.00	\$ 675.00
21	630	SIGN, FLAT SHEET	39	S.F.	\$ 25.00	\$ 975.00
22	644	CENTER LINE	0.5	MI	\$ 4,000.00	\$ 2,000.00
23	644	EDGE LINE	0.25	MI	\$ 3,000.00	\$ 750.00
24	644	LANE ARROW	4	EA.	\$ 100.00	\$ 400.00
25	644	REMOVAL OF CENTER LINE	0.25	MI	\$ 1,000.00	\$ 250.00
26	659	SEEDING AND MULCHING	1500	SY	\$ 1.00	\$ 1,500.00
27	832	STORM WATER POLLUTION PREVENTION PLAN	1	LUMP	\$ 1,000.00	\$ 1,000.00
28	832	EROSION CONTROL	1	LUMP	\$ 3,500.00	\$ 3,500.00

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



*David L. Koontz* 4/19/16  
 Date

David L. Koontz, P.E. #48628 (OH)

# RECORD OF ORDINANCES

Duymon Legal Blank, Inc.

Form No. 30043

Ordinance No. 12-16

Passed \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

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

1169.02 USES

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

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 300-3

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 13.16

Passed \_\_\_\_\_, 20\_\_\_\_

## AN ORDINANCE AMENDING ORDINANCE 08-07, EMPLOYEE LEAVE BENEFITS, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

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

WHEREAS, Ordinance 08-07 (Chapter 141 of the Administrative Code) addresses full-time non-bargaining leave benefits, and

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

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

### 141.18 LEAVE BENEFITS

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

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

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

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

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

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

**Section 3:** All other ordinances inconsistent herewith are repealed.

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

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk of Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blot, Inc.

Form No. 30043

Ordinance No. 14-16

Passed \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

129.04 Police Lieutenant

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

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 15-16

Passed \_\_\_\_\_, 20\_\_\_\_

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

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

WHEREAS, the Canal Fulton Planning Commission has reviewed the proposal of the portion to be vacated, and

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

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

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

The City of Canal Fulton agrees to vacate part of Basin Street containing 234 square feet more or less pursuant to legal description on plat attached hereto as Exhibit "A" and incorporated by reference herein.

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp



# RECORD OF ORDINANCES

Dayton Legal Blanks, Inc.

Form No. 30043

Ordinance No. 16-16

Passed \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

General Fund - Income Tax Dept			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	227,715.67	30,000.00	257,715.67

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

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk of Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No.

17-16

Passed

, 20

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO CREATING A COMMISSION ON DISABILITIES.

WHEREAS, the Council of the City of Canal Fulton desires to create a Commission on Disabilities.

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

A Commission on Disabilities is hereby created. The mission of the Commission on Disabilities is to seek out potential issues for individuals with disabilities in order to eliminate any boundaries within the City and create a community that is integrated and accessible for all people. The commission will advise City officials on policies and infrastructure changes that allow persons with disabilities, and their families, full access to the community. The commission will consist of ten members appointed by the Mayor. Each member shall be appointed for one four-year term and may continue to serve for one additional four-year term thereafter.

Joseph Schultz, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

# RECORD OF RESOLUTIONS

RESOLUTION NO. \_\_\_\_\_

Resolution No. 12-16

Passed \_\_\_\_\_

, 20 \_\_\_\_\_

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH CANAL FULTON ENTERPRISES INC. TO OPERATE AN ELECTRIC CHARGING STATION.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the installation and operation of an Electric Charging Station for use by the general public, and

WHEREAS, Canal Fulton Enterprises Inc. has submitted a proposal acceptable to the City to provide the services needed to implement this project.

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

The City of Canal Fulton agrees to enter into an agreement with Canal Fulton Enterprises Inc. to operate an Electric Charging Station pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

\_\_\_\_\_  
Joseph A. Schultz, Mayor

ATTEST:

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

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

\_\_\_\_\_  
Teresa Dolan, Clerk-of-Council

SEF/bp

## Exhibit "A"

LICENSE OF OCCUPATION

The City of Canal Fulton, Ohio hereinafter referred to as Licensor and Canal Fulton Enterprises Inc. hereinafter referred to as Licensee For One Dollar (\$1.00) and Other Valuable Consideration (OVC) the receipt of which is hereby acknowledged do hereby enter into this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2016 to install and operate an electric charging station on City owned property.

The location of the proposed electric charging station shall be on a parking space on the North end of a Municipal Parking Lot as determined by the Council of the City of Canal Fulton, Ohio on the following described premises:

Situated in the City of Canal Fulton, Stark County, Ohio: Known as and being Lot Number ONE HUNDRED SIXTY-SEVEN (167) in the City of Canal Fulton, Ohio, according to the present enumeration of lots in said City.

Excepting therefrom a piece 31 feet by 53.63 feet off the entire north side of Lot 167 in the City of Canal Fulton, Stark County, Ohio, containing 0.04 more or less as shown by the plat of said City, Stark County, Ohio Records.

Canal Fulton Lot 167 was formerly known as Lot 54 in the Village of Canal Fulton, Stark County, Ohio.

Together with all rights in an Agreement and Lease between the Township of Lawrence and the Village of Canal Fulton recorded in Volume 240, Page 780, of the Stark County Recorder's Official Records.

Subject to all legal highways and easements of record.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, and each and every act performed hereunder by either party, the parties enter into the following Articles of Agreement:

**ARTICLE I**

1. **Term.** The term of this Agreement shall be for a period of One (1) year commencing on the 1<sup>st</sup> day of \_\_\_\_\_, 2016 and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

2. **Option to Extend Term.** The Licensee is given the option to extend the term on all the provisions contained in the agreement.

3. This Agreement can be terminated by either party upon presentment of sixty (60) days written notice after the initial commencement of the agreement term.

**ARTICLE II**

1. Licensee will purchase, maintain, manage and pay all network fees for the station.

2. Licensor shall pay installation costs.

3. Licensor shall provide, maintain and pay for the electrical supply to the Station.

4. There will be no charge for utilizing the electric supply station during the initial one year term of the agreement.

**ARTICLE III**

1. **Notices.** All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be deemed given when either delivered personally to the other party or sent by United States certified or registered mail, postage prepaid, addressed to the other party as follows:

LICENSER: City of Canal Fulton, Ohio  
155 East Market St.  
Canal Fulton, Ohio 44614

LICENSEE: Canal Fulton Enterprises Inc.  
4589 Erie Ave. N.W.  
Canal Fulton, Ohio 44614

Either party may change its address for notice from time to time by serving notice on the other party as provided above.

2. Governing Law. This Agreement shall be governed in accordance with the Laws of the State of Ohio.

3. Authority. Each party to this Agreement represents that it has full power and authority to enter into this Agreement.

4. Amendment. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon Licensor and Licensee unless set forth in writing and duly executed by both Licensor and Licensee.

IN WITNESS WHEREOF, the Licensor and the Licensee have executed this Agreement on the date first above written, after due authorization.

LICENSER  
CITY OF CANAL FULTON, OHIO

By: \_\_\_\_\_  
MARK A. COZY, City Manager

LICENSEE  
CANAL FULTON ENTERPRISES, INC.

By: \_\_\_\_\_

APPROVED BY:

\_\_\_\_\_  
SCOTT E. FELLMETH  
Director of Law  
City of Canal Fulton

SCOTT E. FELLMETH  
ATTORNEY AT LAW  
14 FEDERAL AVENUE NE  
MANSFIELD, OHIO 44848

State of Ohio )  
Stark County )ss:

Before me, a Notary Public in and for said County and State, personally appeared CITY OF CANAL FULTON by MARK A. COZY, CITY MANAGER, who acknowledged before me that the foregoing instrument is signed for the purpose therein stated and as the free act and deed of the signer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

State of Ohio )  
Stark County )ss:

Before me, a Notary Public in and for said County and State, personally appeared CANAL FULTON ENTERPRISES, INC. by \_\_\_\_\_ who acknowledged before me that the foregoing instrument is signed for the purpose therein stated and as the free act and deed of the signer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, said county and state, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

This Instrument Prepared by:  
Scott E. Fellmeth  
Attorney at Law  
54 Federal Ave. N.E.  
Massillon, Ohio 44646

SCOTT E. FELLMETH  
ATTORNEY AT LAW  
54 FEDERAL AVENUE NE  
MASSILLON, OHIO 44646

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054062	DENISE M ANDERSON	64.66	MV INCOME TAX REFUND 2015 TAXP	MV INCOME TAX REFUND
054063	BRIAR BARABASCH	17.41	MV INCOME TAX REFUND 2015 UNDE AYER MOVED R 18	MV INCOME TAX REFUND
054064	JOSHUA L & MARIA R BARABASCH	26.28	MV INCOME TAX REFUND 2015 OVER PAYMENT	MV INCOME TAX REFUND
054065	CLAYTON D BOECKER	19.86	MV INCOME TAX REFUND 2015 UNDE R 18	MV INCOME TAX REFUND
054066	SARAH BUCHTEL	70.00	MV INCOME TAX REFUND 2015 UNDE R 18	MV INCOME TAX REFUND
054067	VIRGIL A & MARGARET S BUKUTS	19.00	MV INCOME TAX REFUND	MV INCOME TAX REFUND
054068	LOYAL T BURKE	1375.53	MV INCOME TAX REFUND 2015 OVER PAYMENT	MV INCOME TAX REFUND
054069	SANDRA L BURKE	152.26	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054069	SANDRA L BURKE	-152.26	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054070	CORY BURROUGHS	13.70	INCOME TAX REFUND 2015 UNDER 1 8	MULTI-VENDOR INCOME TAX REFUND
054071	JACQUELINE P BURROUGHS	39.30	INCOME TAX REFUND 2015	MULTI-VENDOR INCOME TAX REFUND
054072	SHANNON CASTO	193.67	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054073	MICHAEL COVEY	708.95	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054074	CAITLYN E CROASMUN	35.20	INCOME TAX REFUND 2015 UNDER 1 8	MULTI-VENDOR INCOME TAX REFUND
054075	DANNY L & LISA M CRUMLEY	39.41	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054076	KELLY R DAGNEN	88.87	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054077	JON M DALLAS	30.00	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054078	JOSEPH & LAUREN DEGUJA	20.71	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054079	KATHERINE D DOBBS	10.45	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054080	MICHAEL DOMEK	3.88	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054081	JOHN & LISA ENSELL	34.32	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054082	JUSTIN ERHARD	250.13	INCOME TAX REFUND 2015 TAXPAYE R MOVED	MULTI-VENDOR INCOME TAX REFUND
054083	ELIZABETH HE EVANS	961.18	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054084	WILLIAM F & REGAN FAHRNEY	112.49	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054085	AIDAN & SARAH FINN	154.16	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054086	KIP & CHARISSE GARDNER	117.00	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054087	JOHN & CHRISTINE GEIG	155.00	INCOME TAX REFUND 2015 OVERPAY MENT	MULTI-VENDOR INCOME TAX REFUND
054088	JONATHAN GERRY	22.58	INCOME TAX REFUND 2015 UNDER 1 8	MULTI-VENDOR INCOME TAX REFUND
054089	NATALIE N GOFFEE	23.17	INCOME TAX REFUND 2015 TAXPAYE	MULTI-VENDOR INCOME TAX REFUND

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054090	DANIEL L & PAMELA A GRISSOM	257.64	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054091	ZACHARY GRISSOM	52.73	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054092	THOMAS A & KIMBERLY S HAMRICK	380.39	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054093	DANIEL A & SUSAN L HARE	220.64	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054094	LAURIE A HARWICH	132.54	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054095	ALEX & TANYA HAWKINS	686.75	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054096	BRIAN & TRACEY M HAYWARD	150.60	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054097	HOWARD L III & SANDRA K HEITGE	84.50	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054098	RYAN & MICHELLE A HENSEL	248.92	INCOME TAX REFUND 2015	TAXPAYE MULTI-VENDOR INCOME TAX REFUND
054099	RICHARD J & MARY C HOPKINS	584.65	INCOME TAX REFUND 2015	EMPLOYE MULTI-VENDOR INCOME TAX REFUND
054100	GARY L & LISA K HOSKING	351.14	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054101	RICHARD M & BETTY A HUFF	475.00	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054102	GEORGE R & CAROLYN M HUNSCH	363.00	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054103	SHERRI A INCERPI	373.03	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054104	RONALD L & SHARON L JONES	300.78	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054105	JOHN J KARAS	360.00	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054106	KENNETH & KARA KORNOWSKI	45.19	INCOME TAX REFUND 2015	TAXPAYE MULTI-VENDOR INCOME TAX REFUND
054107	HENRY W JR & JUDITH A KUMPF	8.02	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054108	THOMAS LAURIENZO	771.79	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054109	MC ROBINSON & ASSOCIATES, INC.	458.86	INCOME TAX REFUND 2015	BUSINES MULTI-VENDOR INCOME TAX REFUND
054110	NASIR A MARTIN	26.93	INCOME TAX REFUND 2015	UNDER 1 MULTI-VENDOR INCOME TAX REFUND
054111	RILEY MOON	81.28	INCOME TAX REFUND 2015	UNDER 1 MULTI-VENDOR INCOME TAX REFUND
054112	PHILLIP G & DIANE L MORGAN	166.89	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054113	ELIJAH P MURILLO	142.17	INCOME TAX REFUND 2015	UNDER 1 MULTI-VENDOR INCOME TAX REFUND
054114	JENNIFER M MURPHY	81.93	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054115	GEORGE G NAKIS	851.09	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054116	DWIGHT A NICHOLSON	143.58	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND
054117	NICK D NITZU	91.71	INCOME TAX REFUND 2015	MULTI-VENDOR INCOME TAX REFUND
054118	NORTH POINT ENGINEERING CORP	931.45	INCOME TAX REFUND 2015	OVERPAY MULTI-VENDOR INCOME TAX REFUND

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054119	RALPH G & MARY M OLITA	271.52	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054120	STEVEN D OTT	784.85	INCOME TAX REFUND 2014 & 2015 OVERPAYMENT	MULTI-VENDOR INCOME TAX REFUND
054121	ROBERT A & MARGARET E PAYNE	138.00	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054122	DIANE B POPA	10.23	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054123	MATTHEW N REGIMBAL	911.59	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054124	JAMES M II & ELIZABETH J	248.66	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054125	MIKE & NICOLE ROBINSON	435.92	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054126	CHERYL ROSENBERGER	4.00	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054127	ROUND ROOM HOLDINGS INC	469.20	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054128	MATTHEW & VANESSA SAYLOR	230.10	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054129	DAVE & CAROLYN SCHOTT	213.85	INCOME TAX REFUND 2015 EMPLOYE	MULTI-VENDOR INCOME TAX REFUND
054130	MARK & CHRISTINA SCHWIGER	469.89	INCOME TAX REFUND 2015 TAXPAYE	MULTI-VENDOR INCOME TAX REFUND
054131	NICHOLAS SHIFFLET	74.73	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054132	TRISTAN SHOAF	12.74	INCOME TAX REFUND 2015 UNDER 1	MULTI-VENDOR INCOME TAX REFUND
054133	RICK & BRENDA J SIMMONS	115.33	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054134	ELIZABETH M SKALA	462.09	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054135	KEVIN D & LINDSAY STACY	20.60	INCOME TAX REFUND 2015 TAXPAYE	MULTI-VENDOR INCOME TAX REFUND
054136	FREDRICK I & ANNEMARGRETHE	175.55	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054137	JENNIFER STRELECKI	46.27	INCOME TAX REFUND 2015 EMPLOYE	MULTI-VENDOR INCOME TAX REFUND
054138	SCOTT M SVAB	79.24	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054139	CHARLES R TOMBLIN	170.00	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054140	KELLAN TOWNS	303.48	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054141	JEFFREY J WARREN	972.24	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054142	KENNETH R II & JENNIFER	231.49	INCOME TAX REFUND 2015 TAXPAYE	MULTI-VENDOR INCOME TAX REFUND
054143	WILLIAM D & SUE E WELLMAN	31.09	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND
054144	BROOKE E WEST	84.50	INCOME TAX REFUND 2015 UNDER 1	MULTI-VENDOR INCOME TAX REFUND
054145	ZACHARY T WEST	13.49	INCOME TAX REFUND 2015 UNDER 1	MULTI-VENDOR INCOME TAX REFUND
054146	CHERRY J WHITE	211.34	INCOME TAX REFUND 2015 OVERPAY	MULTI-VENDOR INCOME TAX REFUND



Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054171	REAM & HAAGER LABORATORY INC	265.50	WASTE WATER TESTING	WASTE WATER TESTING
054172	REILLY SWEEPING INC.	4750.00	SPRING SWEEPING OF ALL STREETS	SPRING SWEEPING OF ALL STREETS
054173	ROBERT STETKA	195.00	PERRY TWP. TRAFFIC CONTROL	
054174	RUPP CONSTRUCTION, INC.	329.42	ASPHALT	
054175	RYAN MOSSOR	195.00	PERRY TWP. TRAFFIC CONTROL	
054176	SAND ROCK WATER	18.75	POLICE DEPT WATER	POLICE DEPT WATER
054177	SLICKER FARMS	198.00	TEN (10) GALLONS OF WEED KILLE	TEN (10) GALLONS OF WEED KILLE
054178	STEPHEN A. GINELLA JR	680.53	INCOME TAX/UTILITY/EMS COLLECT	INCOME TAX/UTILITY/EMS COLLECT
054179	SURE-FIT AUTO CARE	250.00	REPAIR TWO (2) SEATS. CAR #4 & CAR #7	REPAIR TWO (2) SEATS. CAR #4 & CAR #7
054180	TRI C CONCRETE & EXCAVATING	3200.00	RAMP FOR SLUDGE	RAMP FOR SLUDGE
054181	U.S. BANK EQUIPMENT FINANCE	89.00	POLICE DEPT COPIER LEASE	POLICE DEPT COPIER LEASE
054182	UNIONTOWN TOPSOIL AND MULCH	47.25	MV GENERAL SUPPLIES/LANDS/BUILD	MV GENERAL SUPPLIES-LANDS/BUILD
054183	VASCO GROUP	1464.00	PATCH CRACKS IN TENNIS COURT & COAT CRACKS	PATCH CRACKS IN TENNIS COURT & COAT CRACKS
054184	HUNTINGTON NATIONAL BANK	1000000.00	BOND ANTICIPATION NOTE-DEBT PA	BOND ANTICIPATION NOTE-DEBT PA
054184	HUNTINGTON NATIONAL BANK	12500.00	BOND ANTICIPATION NOTE-DEBT PA	BOND ANTICIPATION NOTE-DEBT PA
054185	CROWNE PLAZA	384.24	2016 USER'S TRAINING CONFERENCE	2016 USER'S TRAINING CONFERENCE
054186	ABRAKI DAZZLE	215.00	CE FOR DREW TAY	CE FOR DREW TAY
054186	ABRAKI DAZZLE	-215.00		
054187	AKRON SAFETY LITE INC	40.00	MV STREET SIGNS	MV STREET SIGNS
054188	AT&T	2040.54	DEDICATED PHONE LINES-POLICE/U	DEDICATED PHONE LINES-POLICE/U
054189	ATCO INTERNATIONAL	241.00	ONE (1) CASE 90F (12) MANGO MA	ONE (1) CASE 90F (12) MANGO MA
054190	AUDITOR OF STATE	1968.75	2016 FINANCIAL STATEMENT PREPA	2016 FINANCIAL STATEMENT PREPA
054190	AUDITOR OF STATE	1359.38	2016 FINANCIAL STATEMENT PREPA	2016 FINANCIAL STATEMENT PREPA
054190	AUDITOR OF STATE	1359.37	2016 FINANCIAL STATEMENT PREPA	2016 FINANCIAL STATEMENT PREPA
054191	BOWLING GREEN ST. UNIVERSITY	1215.00	TUTION FOR THREE (3) FIREFIGHT	TUTION FOR THREE (3) FIREFIGHT
054191	BOWLING GREEN ST. UNIVERSITY	364.00	DORM ACCOMATIONS FOR THREE (3)	DORM ACCOMATIONS FOR THREE (3)
054192	CAMPBELL OIL COMPANY	124.15	FUEL ACCOUNT #12320303	FUEL
054193	CANAL FULTON ELECTRICAL	3842.00	LABOR, MATERIALS TO REPLACE MO	LABOR, MATERIALS TO REPLACE MO
054193	CANAL FULTON ELECTRICAL	130.00	TOR START CONTR	TOR START CONTR
054193	CANAL FULTON ELECTRICAL	130.00	NEW CONTACTORS FOR POPLAR ST L	NEW CONTACTORS FOR POPLAR ST L
054194	CANAL FULTON LIONS CLUB	600.00	FIRST QUARTER 2016	IFT STATION
054195	CARTER LUMBER	12.22	MV GENERAL SUPPLIES-WATER	MV GENERAL SUPPLIES-WATER
054195	CARTER LUMBER	90.00	MV GENERAL SUPPLIES-SEWER	MV GENERAL SUPPLIES-SEWER
054196	D.J.L. MATERIALS AND SUPPLY	5459.50	THREE (3) PALLETS OF CRACK SEA	THREE (3) PALLETS OF CRACK SEA
054196	D.J.L. MATERIALS AND SUPPLY	1358.00	ONE (1) PALLET OF CRACK SEALER	ONE (1) PALLET OF CRACK SEALER
054197	DOC'S LAWN & GARDEN	61.45	MV VEHICLE REPAIR-LANDS/BUILD	MV VEHICLE REPAIR-LANDS/BUILD
054197	DOC'S LAWN & GARDEN	34.29	MV VEHICLE REPAIR-LANDS/BUILD	MV VEHICLE REPAIR-LANDS/BUILD

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054198	DONNA MCDONALD	200.00		DULCIMER MUSIC FOR CANAL BOAT K
054198	DONNA MCDONALD	-200.00		ICK OFF TO SUMM
054199	ELAINE WEITZEL	80.00	POLICE DEPT CLEANING	DULCIMER MUSIC FOR CANAL BOAT K
054200	G&J NORTHCOAST CONSTRUCTION	100.00	REPAIR SIDING AROUND DOOR AT P OLE BUILDING	ICK OFF TO SUMM
054201	GRAINGER	413.10	FIRE SUPPLIES	POLICE DEPT CLEANING
054202	GUTH LABORATORIES INC	18.42	BAC SOLUTION AND EVIDENCE TICK ETS	REPAIR SIDING AROUND DOOR AT P
054203	H. D. WATERWORKS SUPPLY	522.75	MV GENERAL SUPPLIES-WATER	OLE BUILDING
054204	HALL PUBLIC SAFETY CO.	595.00	RADAR RE-CENTERICATIONS 7 UNIT S	FIRE SUPPLIES
054205	HAMMONTREE & ASSOCIATES	1950.00	VACATION PLOT OF DUKE PLACE FR OM HIGH ST TO O	BAC SOLUTION AND EVIDENCE TICK
054206	HUNTINGTON NATIONAL BANK	400.00	ONE-TIME PAYING AGENT FEE	ETS
054207	KAREN HILTBRAND	10.00	OATA MEETING/MILEAGE	MV GENERAL SUPPLIES-WATER
054207	KAREN HILTBRAND	32.77	OATA MEETING/MILEAGE	RADAR RE-CENTERICATIONS 7 UNIT
054208	MILLER AND CO.	166.00	PORTABLE TOILETS	S
054209	NEO DIGITAL	85.00	NEW LAPTOP CONFIGURATION MAYOR /PARKS	VACATION PLOT OF DUKE PLACE FR
054209	NEO DIGITAL	35.70	NEW LAPTOP CONFIGURATION MAYOR /PARKS	OM HIGH ST TO O
054209	NEO DIGITAL	24.65	NEW LAPTOP CONFIGURATION MAYOR /PARKS	ONE-TIME PAYING AGENT FEE
054209	NEO DIGITAL	24.65	NEW LAPTOP CONFIGURATION MAYOR /PARKS	OATA MEETING/MILEAGE
054210	NORTHWEST LSD	36.15	FUEL	OATA MEETING/MILEAGE
054210	NORTHWEST LSD	526.02	FUEL	PORTABLE TOILETS
054210	NORTHWEST LSD	1087.45	FUEL	/PARKS
054210	NORTHWEST LSD	298.18	FUEL	NEW LAPTOP CONFIGURATION MAYOR
054210	NORTHWEST LSD	230.24	FUEL	
054210	NORTHWEST LSD	230.23	FUEL	
054211	O.P.E.R.S.	161.70	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	1259.15	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	639.59	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	1806.07	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	132.60	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	402.10	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	227.31	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	1790.89	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	741.15	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	145.78	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	440.80	EMPLOYEE PENSION, EMPLOYER SHA RE	
054211	O.P.E.R.S.	252.70	EMPLOYEE PENSION, EMPLOYER SHA RE	

Check # Vendor name..... Amount..... Voucher Remark..... PO Purpose.....

054211	O.P.E.R.S.	4448.91	EMPLOYEE PENSION, EMPLOYER SHA	RE	
054211	O.P.E.R.S.	4448.82	EMPLOYEE PENSION, EMPLOYER SHA	RE	
054212	OH POLICE & FIRE PENSION FUND	13163.47	EMPLOYEE PENSION, EMPLOYER SHA	RE	
054213	OHIO BILLING, INC.	420.00	EMS TRIP SUBMISSIONS		
054214	OHIO EDISON COMPANY	17.01	ELECTRICITY		ELECTRICITY
054215	OHIO EDISON COMPANY	15.61	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	502.87	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	1355.67	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	257.11	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	311.68	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	1355.67	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	3003.94	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	3903.10	ELECTRICITY		ELECTRICITY
054216	OHIO EDISON COMPANY	10616.82	ELECTRICITY		ELECTRICITY
054217	OHIO EDISON COMPANY	22.81	ELECTRICITY		ELECTRICITY
054217	OHIO EDISON COMPANY	22.81	ELECTRICITY		ELECTRICITY
054218	OHIO EDISON COMPANY	694.28	ELECTRICITY		ELECTRICITY
054218	OHIO EDISON COMPANY	694.27	ELECTRICITY		ELECTRICITY
054219	ORKIN PEST CONTROL	39.07	CITY HALL PEST CONTROL		
054219	ORKIN PEST CONTROL	39.08	CITY HALL PEST CONTROL		
054219	ORKIN PEST CONTROL	43.14	FIRE DEPT. PEST CONTROL		
054219	ORKIN PEST CONTROL	43.13	FIRE DEPT. PEST CONTROL		
054220	PPI GRAPHICS	395.25	Utility Bill Printing/Supplies		Utility Bill Printing/Supplies
054220	PPI GRAPHICS	395.24	Utility Bill Printing/Supplies		Utility Bill Printing/Supplies
054220	PPI GRAPHICS	242.71	Utility Bill Printing/Supplies		Utility Bill Printing/Supplies
054220	PPI GRAPHICS	242.71	Utility Bill Printing/Supplies		Utility Bill Printing/Supplies
054220	PPI GRAPHICS	63.87	MESSAGE ON THE BACK OF WATER B		MESSAGE ON THE BACK OF WATER B
054220	PPI GRAPHICS				ILL
054220	PPI GRAPHICS	294.19	PAYROLL DIRECT DEPOSIT FORMS		
054221	PREFERRED TEMPORARY SERVICES	465.52	PART TIME STREET WORKER THRU T		PART TIME STREET WORKER THRU T
054221	PREFERRED TEMPORARY SERVICES		EMP AGENCY		EMP AGENCY
054221	PREFERRED TEMPORARY SERVICES	145.10	CONTRACTED GROUNDS KEEPING SER		CONTRACTED GROUNDS KEEPING SER
054221	PREFERRED TEMPORARY SERVICES		VICES		VICES
054221	PREFERRED TEMPORARY SERVICES	145.10	CONTRACTED GROUNDS KEEPING SER		CONTRACTED GROUNDS KEEPING SER
054221	PREFERRED TEMPORARY SERVICES		VICES		VICES
054221	PREFERRED TEMPORARY SERVICES	145.10	CONTRACTED GROUNDS KEEPING SER		CONTRACTED GROUNDS KEEPING SER
054221	PREFERRED TEMPORARY SERVICES		VICES		VICES
054221	PREFERRED TEMPORARY SERVICES	145.10	CONTRACTED GROUNDS KEEPING SER		CONTRACTED GROUNDS KEEPING SER
054221	PREFERRED TEMPORARY SERVICES		VICES		VICES
054222	QUASAR ENERGY GROUP LLC.	129.09	SLUDGE REMOVAL @WWTP		SLUDGE REMOVAL @WWTP
054222	QUASAR ENERGY GROUP LLC.	2225.01	SLUDGE REMOVAL		
054223	REAM & HAAGER LABORATORY INC	18.00	WASTE WATER TESTING		WASTE WATER TESTING
054224	REPOSITORY - GATEHOUSE MEDIA	58.59	NEWSPAPER SUBSCRIPTION		NEWSPAPER SUBSCRIPTION
054225	REPOSITORY - GATEHOUSE MEDIA	962.80	LEGAL AD		
054226	ROBERT BUHECKER	23.95	PRIORITY POSTAGE REIMBURSEMENT		
054227	SHARON CENTER VETERINARY HOSP.	374.85	WILLIE/DAN VET BILL		
054228	THOMAS & KATHLEEN PALOWITZ	27.04	UTILITY DEPOSIT REFUND 01*0775		
054229	WARREN FIRE EQUIPMENT, INC.	178.13	MV GENERAL SUPPLIES-WATER		MV GENERAL SUPPLIES-WATER
054229	WARREN FIRE EQUIPMENT, INC.	178.12	MV GENERAL SUPPLIES-SEWER		MV GENERAL SUPPLIES-SEWER
054229	WARREN FIRE EQUIPMENT, INC.	661.80	ANNUAL SERVICE & CERTIFICATION		ANNUAL SERVICE & CERTIFICATION
			OF SELF CONTAI		OF SELF CONTAI

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054230	ADVANCE AUTO PARTS PROF.	22.97	MV VEHICLE REPAIR-FIRE	MV VEHICLE REPAIR-FIRE
054230	ADVANCE AUTO PARTS PROF.	20.00	MV VEHICLE REPAIR-POLICE	MV VEHICLE REPAIR-POLICE
054231	AKRON UNIFORMS	132.45	FIRE DEPT. UNIFORMS	
054232	ALCO	130.65	EMS SUPPLIES	EMS SUPPLIES
054233	BARKLY AND MEOWS	46.99	K-9 SUPPLIES	
054234	BELFORD JOHNSON	14.04	MILEAGE FOR CITY BUSINESS	
054235	BOUND TREE CORPORATION	90.87	EMS SUPPLIES	EMS SUPPLIES
054236	COMDOC - LEASE PAYMENT	28.54	FIRE DEPARTMENT COPIER LEASE	FIRE DEPARTMENT COPIER LEASE
054236	COMDOC - LEASE PAYMENT	28.53	FIRE DEPARTMENT COPIER LEASE	FIRE DEPARTMENT COPIER LEASE
054237	COMDOC - MAINTENANCE PAYMENT	0.95	FIRE DEPT. COPIER	
054237	COMDOC - MAINTENANCE PAYMENT	0.95	FIRE DEPT. COPIER	
054238	DOMINION EAST OHIO	104.27	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	44.07	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	321.26	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	90.83	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	239.44	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	57.17	NATURAL GAS	NATURAL GAS
054238	DOMINION EAST OHIO	21.48	NATURAL GAS	NATURAL GAS
054239	DONNA MCDONALD	100.00	DULCIMER MUSIC FOR CANAL BOAT K	DULCIMER MUSIC FOR CANAL BOAT K
054240	FINLEY FIRE EQUIPMENT		ICK OFF TO SUMM	ICK OFF TO SUMM
054240	FINLEY FIRE EQUIPMENT	25.00	FIRE SUPPLIES	FIRE SUPPLIES
054240	FINLEY FIRE EQUIPMENT	33000.00	THE PURCHASE OF 20 SETS OF TUR	THE PURCHASE OF 20 SETS OF TUR
054240	FINLEY FIRE EQUIPMENT		NOUT GEAR. THE	NOUT GEAR. THE
054240	FINLEY FIRE EQUIPMENT	1400.00	THE PURCHASE OF 20 SETS OF TUR	THE PURCHASE OF 20 SETS OF TUR
054240	FINLEY FIRE EQUIPMENT		NOUT GEAR. THE	NOUT GEAR. THE
054241	FULTON HARDWARE INC	8.25	MV GENERAL SUPPLIES	MV GENERAL SUPPLIES
054241	FULTON HARDWARE INC	118.87	FIRE SUPPLIES	FIRE SUPPLIES
054241	FULTON HARDWARE INC	475.30	MV GENERAL SUPPLIES--SEWER	MV GENERAL SUPPLIES--SEWER
054241	FULTON HARDWARE INC	120.40	DEPARTMENT SUPPLIES	
054241	FULTON HARDWARE INC	126.07	DEPARTMENT SUPPLIES	
054241	FULTON HARDWARE INC	45.64	DEPARTMENT SUPPLIES	
054241	FULTON HARDWARE INC	80.13	DEPARTMENT SUPPLIES	
054241	FULTON HARDWARE INC	282.15	DEPARTMENT SUPPLIES	
054241	FULTON HARDWARE INC	212.71	DEPARTMENT SUPPLIES	
054242	LINCOLN NATIONAL LIFE	6.85	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	6.85	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	16.30	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	4.08	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	17.93	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	91.28	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	1.63	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	38.59	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054242	LINCOLN NATIONAL LIFE	38.58	EMPLOYEE LIFE INSURANCE	EMPLOYEE LIFE INSURANCE
054243	MASSILLON MUNICIPAL COURT	110.00	OUTSTANDING COURT COSTS 2015-C	
054243	MASSILLON MUNICIPAL COURT		VF-2133	
054243	MASSILLON MUNICIPAL COURT	245.00	OUTSTANDING COURT COSTS	
054244	OHIO AIR PRODUCTS OF CANTON	22.00	EMS SUPPLIES	EMS SUPPLIES
054245	QUILL CORPORATION	14.39	MV OFFICE SUPPLIES- POLICE	MV OFFICE SUPPLIES- POLICE
054245	QUILL CORPORATION	93.47	MV OFFICE SUPPLIES- POLICE	MV OFFICE SUPPLIES- POLICE
054246	THE HEALTH PLAN	383.62	THE CITY'S MEDICAL INSURANCE P	THE CITY'S MEDICAL INSURANCE P
054246	THE HEALTH PLAN		REMIUMS	REMIUMS
054246	THE HEALTH PLAN	656.12	THE CITY'S MEDICAL INSURANCE P	THE CITY'S MEDICAL INSURANCE P
054246	THE HEALTH PLAN		REMIUMS	REMIUMS
054246	THE HEALTH PLAN	296.15	THE CITY'S MEDICAL INSURANCE P	THE CITY'S MEDICAL INSURANCE P
054246	THE HEALTH PLAN		REMIUMS	REMIUMS
054246	THE HEALTH PLAN	236.25	THE CITY'S MEDICAL INSURANCE P	THE CITY'S MEDICAL INSURANCE P

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054246	THE HEALTH PLAN	1274.62	THE CITY'S MEDICAL INSURANCE P	REMIUMS
054246	THE HEALTH PLAN	8730.69	THE CITY'S MEDICAL INSURANCE P	REMIUMS
054246	THE HEALTH PLAN	182.67	THE CITY'S MEDICAL INSURANCE P	REMIUMS
054246	THE HEALTH PLAN	3774.60	THE CITY'S MEDICAL INSURANCE P	REMIUMS
054246	THE HEALTH PLAN	3774.60	THE CITY'S MEDICAL INSURANCE P	REMIUMS
054247	WORK HEALTH & SAFETY SERVICES	91.00	NEW FF EMPLOYEE DRUG SCREENING	REMIUMS
054248	ACCESS POINT	324.67	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	162.34	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	162.34	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	162.34	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	162.34	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	324.67	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	243.50	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	81.17	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054248	ACCESS POINT	1136.33	SPECIAL PURPOSE PHONE LINES	SPECIAL PURPOSE PHONE LINES
054249	AMANDA & LEVI HENDRICKSON	100.00	UTILITY DEPOSIT REFUND	SPECIAL PURPOSE PHONE LINES
054250	ANTHONY LUMPP	76.17	BGSU FIRE SCHOOL MEALS REIMBUR	SPECIAL PURPOSE PHONE LINES
054251	BADGER METER	30.00	SEMENT	
054252	BONDED CHEMICALS INC.	1464.75	MV GENERAL SUPPLIES-WATER	MV GENERAL SUPPLIES-WATER
054252	BONDED CHEMICALS INC.	1464.75	WATER & SEWER CHEMICALS	WATER & SEWER CHEMICALS
054253	C. MASSOUH PRINTING	45.00	WATER & SEWER CHEMICALS	WATER & SEWER CHEMICALS
054254	CAMERON MARTIN	55.58	MV OFFICE SUPPLIES-PARKS	MV OFFICE SUPPLIES-PARKS
054255	CITY OF CANAL FULTON	50.00	BGSU FIRE SCHOOL MEAL REIMBUR	
054255	CITY OF CANAL FULTON	100.00	EMENT	
054256	CLASSIC AUTO GLASS, INC	190.00	APPLY DEPOSIT TO FINAL BILL 01	
054257	DREW TAYLOR LLC	180.00	*0635*4	
054258	H.D. WATERWORKS SUPPLY	268.31	APPLY DEPOSIT TO FINAL BILL 03	
054259	MASSILLON LAW DEPARTMENT	6300.00	*0285*13	
054260	MAST LEPLEY	346.60	MV VEHICLE REPAIR-POLICE	MV VEHICLE REPAIR-POLICE
054261	METLIFE - GROUP BENEFITS	23.03	EMERGITECH CONFIGURATION	
054261	METLIFE - GROUP BENEFITS	24.23	WATER SUPPLIES	
054261	METLIFE - GROUP BENEFITS	29.88	PROSECUTOR LEGAL SERVICES	PROSECUTOR LEGAL SERVICES
054261	METLIFE - GROUP BENEFITS	31.39	PARTS FOR VENTRAL MOWER	PARTS FOR VENTRAL MOWER
054261	METLIFE - GROUP BENEFITS	203.36	CITY'S DENTAL PREMIUMS	CITY'S DENTAL PREMIUMS
054261	METLIFE - GROUP BENEFITS	815.68	CITY'S DENTAL PREMIUMS	CITY'S DENTAL PREMIUMS
054261	METLIFE - GROUP BENEFITS	20.93	CITY'S DENTAL PREMIUMS	CITY'S DENTAL PREMIUMS
054261	METLIFE - GROUP BENEFITS	376.55	CITY'S DENTAL PREMIUMS	CITY'S DENTAL PREMIUMS
054261	METLIFE - GROUP BENEFITS	376.55	CITY'S DENTAL PREMIUMS	CITY'S DENTAL PREMIUMS
054262	MILLER AND CO.	126.00	PORTABLE TOILETS	PORTABLE TOILETS
054263	NALCO COMPANY	106.06	MV GENERAL SUPPLIES-WATER	MV GENERAL SUPPLIES-WATER
054264	NEO DIGITAL	896.90	CHEMICALS	
054264	NEO DIGITAL	19.80	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	29.70	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	15.84	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	11.88	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	69.30	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054264	NEO DIGITAL	435.60	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	9.90	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	198.99	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	198.99	ANTI VIRUS SOFTWARE	ANTI VIRUS SOFTWARE
054264	NEO DIGITAL	233.75	COMPUTER REPAIRS	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	3443.17	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	15014.87	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	8291.22	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	10429.88	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	9402.50	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	1939.28	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054265	Ohio Treasurer of State	4268.75	OPWC LOAN PAYMENT	OPWC LOAN PAYMENT
054266	PREFERRED TEMPORARY SERVICES	465.52	PART TIME STREET WORKER THRU I	PART TIME STREET WORKER THRU I
054266	PREFERRED TEMPORARY SERVICES	116.38	EMP AGENCY	EMP AGENCY
054266	PREFERRED TEMPORARY SERVICES	116.38	CONTRACTED GROUNDS KEEPING SER	CONTRACTED GROUNDS KEEPING SER
054266	PREFERRED TEMPORARY SERVICES	116.38	CONTRACTED GROUNDS KEEPING SER	CONTRACTED GROUNDS KEEPING SER
054266	PREFERRED TEMPORARY SERVICES	116.38	CONTRACTED GROUNDS KEEPING SER	CONTRACTED GROUNDS KEEPING SER
054266	PREFERRED TEMPORARY SERVICES	116.38	CONTRACTED GROUNDS KEEPING SER	CONTRACTED GROUNDS KEEPING SER
054267	QUILL CORPORATION	67.74	OFFICE SUPPLIES-MAYOR, FINANCE, TAX	OFFICE SUPPLIES-MAYOR, FINANCE, TAX
054267	QUILL CORPORATION	8.49	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	8.49	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	42.71	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	42.71	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	47.85	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	42.97	MV OFFICE SUPPLIES-WATER, SEWE	MV OFFICE SUPPLIES-WATER, SEWE
054267	QUILL CORPORATION	16.16	OFFICE SUPPLIES	
054267	QUILL CORPORATION	410.10	OFFICE SUPPLIES	
054267	QUILL CORPORATION	4.88	OFFICE SUPPLIES	
054267	QUILL CORPORATION	47.85	OFFICE SUPPLIES	
054268	REPOSITORY - GATEHOUSE MEDIA	245.00	LEGAL AD	
054269	RISINGER & ASSOCIATES	130.11	PHASE II RECREATION & COMMUNITY CENTER STUDY	PHASE II RECREATION & COMMUNITY CENTER STUDY
054270	SHELLY RAYBURN	50.00	PARK DEPOSIT REFUND	
054271	SPEEDWAY SUPERAMERICA	130.45	FUEL	FUEL
054272	STAR2STAR COMMUNICATIONS	5.95	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	5.95	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	6.25	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	5.95	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	1.35	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	1.36	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	110.90	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	36.99	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	18.46	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	36.99	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	18.46	VOIP PHONE SERVICE	VOIP PHONE SERVICE

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
054272	STAR2STAR COMMUNICATIONS	240.33	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	203.41	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	27.76	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054272	STAR2STAR COMMUNICATIONS	27.76	VOIP PHONE SERVICE	VOIP PHONE SERVICE
054273	THE HEALTH PLAN	2.31	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	4.62	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	5.50	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	2.75	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	12.10	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	56.10	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	1.10	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	26.51	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054273	THE HEALTH PLAN	26.51	EMPLOYEE HRA MANAGEMENT	EMPLOYEE HRA MANAGEMENT
054274	TODD TOUSSANT	98.70	BGSU FIRE SCHOOL MEAL REIMBURS EMENT	EMPLOYEE HRA MANAGEMENT
054275	VERIZON WIRELESS	99.03	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	27.94	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	27.94	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	165.88	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	595.91	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	302.59	CELL PHONE SERVICE	CELL PHONE SERVICE
054275	VERIZON WIRELESS	115.23	CELL PHONE SERVICE	CELL PHONE SERVICE
054276	VFW POST 9795	235.00	20 2x3 U S FLAGS	CELL PHONE SERVICE
054277	VISION SERVICE PLAN - (OH)	40.04	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	31.19	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	17.42	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	13.30	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	83.79	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	440.37	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	9.53	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	200.57	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
054277	VISION SERVICE PLAN - (OH)	200.57	VISION INSURANCE PREMIUMS	VISION INSURANCE PREMIUMS
M13651	FIRSTMERIT BANK NA	116.70	credit card fees	VISION INSURANCE PREMIUMS
M13651	FIRSTMERIT BANK NA	233.40	credit card fees	VISION INSURANCE PREMIUMS
M13651	FIRSTMERIT BANK NA	408.45	credit card fees	VISION INSURANCE PREMIUMS
M13652	TRACTION SOFTWARE	408.46	credit card fees	VISION INSURANCE PREMIUMS
M13653	OHIO TREASURER OF STATE	69.95	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13653	OHIO TREASURER OF STATE	59.15	Homestead & Rollback Collectio n Fees	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13654	M.V. EMPLOYEE REIMBURSEMENTS	26.02	Homestead & Rollback Collectio n Fees	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13654	M.V. EMPLOYEE REIMBURSEMENTS	37.50	J. Boak	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13655	M.V. EMPLOYEE REIMBURSEMENTS	37.50	J. Boak	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13655	M.V. EMPLOYEE REIMBURSEMENTS	2.50	R. Earnsberger	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13655	M.V. EMPLOYEE REIMBURSEMENTS	2.50	R. Earnsberger	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13656	M.V. EMPLOYEE REIMBURSEMENTS	6.30	R. Griffith	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13656	M.V. EMPLOYEE REIMBURSEMENTS	4.35	R. Griffith	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT
M13656	M.V. EMPLOYEE REIMBURSEMENTS	4.35	R. Griffith	SOFTWARE TO ENABLE CRUISER LAP TOPS TO PRINT

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
M13657	M.V. EMPLOYEE REIMBURSEMENTS	10.00	M. Kosco	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13658	M.V. EMPLOYEE REIMBURSEMENTS	5.00	D. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13658	M.V. EMPLOYEE REIMBURSEMENTS	5.00	D. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13659	M.V. EMPLOYEE REIMBURSEMENTS	2.10	W. Rouse	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13659	M.V. EMPLOYEE REIMBURSEMENTS	1.45	W. Rouse	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13659	M.V. EMPLOYEE REIMBURSEMENTS	1.45	W. Rouse	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13660	M.V. EMPLOYEE REIMBURSEMENTS	10.00	S. Ruthrauff	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13661	M.V. EMPLOYEE REIMBURSEMENTS	312.81	T. Meredith	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13661	M.V. EMPLOYEE REIMBURSEMENTS	312.80	T. Meredith	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13662	M.V. EMPLOYEE REIMBURSEMENTS	44.41	M. Petersen	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13662	M.V. EMPLOYEE REIMBURSEMENTS	133.22	M. Petersen	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13663	M.V. EMPLOYEE REIMBURSEMENTS	22.34	M. Cozy	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13663	M.V. EMPLOYEE REIMBURSEMENTS	15.43	M. Cozy	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13663	M.V. EMPLOYEE REIMBURSEMENTS	15.43	M. Cozy	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13664	M.V. EMPLOYEE REIMBURSEMENTS	494.46	E. Harbaugh	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13665	M.V. EMPLOYEE REIMBURSEMENTS	51.23	G. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13665	M.V. EMPLOYEE REIMBURSEMENTS	51.24	G. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13666	M.V. EMPLOYEE REIMBURSEMENTS	19.81	M. Petersen	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13666	M.V. EMPLOYEE REIMBURSEMENTS	59.44	M. Petersen	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13667	FIRSTMERIT BANK NA	59.52	April Analysis Fee	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13667	FIRSTMERIT BANK NA	59.52	April Analysis Fee	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13667	FIRSTMERIT BANK NA	59.52	April Analysis Fee	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13668	FIRSTMERIT BANK NA	15.00	ACH EPA FEE	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13669	FOTOLIA, LLC	35.00	Newsletter Pictures	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13670	CANTON CHAMBER OF COMMERCE	170.00	Safety Council Membership	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13670	USPS CUSTOMER SERVICE CENTER	68.00	stamps for utilities	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13670	USPS CUSTOMER SERVICE CENTER	68.00	stamps for utilities	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13671	M.V. EMPLOYEE REIMBURSEMENTS	378.20	G. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13671	M.V. EMPLOYEE REIMBURSEMENTS	378.20	G. Lukinac	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13672	M.V. EMPLOYEE REIMBURSEMENTS	10.00	E. Harbaugh	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13673	M.V. EMPLOYEE REIMBURSEMENTS	20.00	D. Swartz	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13674	M.V. EMPLOYEE REIMBURSEMENTS	2.50	R. Earnsberger	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13674	M.V. EMPLOYEE REIMBURSEMENTS	2.50	R. Earnsberger	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA
M13675	M.V. EMPLOYEE REIMBURSEMENTS	2.10	R. Griffith	LTH CARE DEDUCT EMPLOYEE REIMBURSEMENT FOR HEA

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
ML3675	M.V. EMPLOYEE REIMBURSEMENTS	1.45	R. Griffith	EMPLOYEE REIMBURSEMENT FOR HEA
ML3675	M.V. EMPLOYEE REIMBURSEMENTS	1.45	R. Griffith	LTH CARE DEDUCT
ML3676	M.V. EMPLOYEE REIMBURSEMENTS	5.00	G. Lukinac	EMPLOYEE REIMBURSEMENT FOR HEA
ML3676	M.V. EMPLOYEE REIMBURSEMENTS	5.00	G. Lukinac	LTH CARE DEDUCT
ML3677	M.V. EMPLOYEE REIMBURSEMENTS	2.10	EMPLOYEE REIMBURSEMENT FOR HEA	EMPLOYEE REIMBURSEMENT FOR HEA
ML3677	M.V. EMPLOYEE REIMBURSEMENTS	2.50	EMPLOYEE REIMBURSEMENT FOR HEA	LTH CARE DEDUCT
ML3677	M.V. EMPLOYEE REIMBURSEMENTS	8.20	EMPLOYEE REIMBURSEMENT FOR HEA	LTH CARE DEDUCT
ML3677	M.V. EMPLOYEE REIMBURSEMENTS	26.42	EMPLOYEE REIMBURSEMENT FOR HEA	LTH CARE DEDUCT
ML3677	M.V. EMPLOYEE REIMBURSEMENTS	65.48	EMPLOYEE REIMB. PRESCRIPT ION	LTH CARE DEDUCT
ML3678	M.V. EMPLOYEE REIMBURSEMENTS	65.48	EMPLOYEE REIMB. PRESCRIPT ION	M.V. EMPLOYEE REIMB. PRESCRIPT IONS
ML3679	FIRSTMERIT BANK NA	12.62	Bank Fees	
ML3680	M.V. EMPLOYEE REIMBURSEMENTS	15.35	EMPLOYEE REIMBURSEMENT FOR HEA	EMPLOYEE REIMBURSEMENT FOR HEA
ML3681	FIRSTMERIT BANK NA	125.52	Canal Boat credit card fees	LTH CARE DEDUCT
OP2221	GROSS PAYROLL	2924.13	1st May Payroll	
OP2221	GROSS PAYROLL	1523.36	1st May Payroll	
OP2221	GROSS PAYROLL	3680.83	1st May Payroll	
OP2221	GROSS PAYROLL	389.63	1st May Payroll	
OP2221	GROSS PAYROLL	955.13	1st May Payroll	
OP2221	GROSS PAYROLL	547.97	1st May Payroll	
OP2221	GROSS PAYROLL	4190.83	1st May Payroll	
OP2221	GROSS PAYROLL	22605.95	1st May Payroll	
OP2221	GROSS PAYROLL	1289.68	1st May Payroll	
OP2221	GROSS PAYROLL	956.27	1st May Payroll	
OP2221	GROSS PAYROLL	11356.50	1st May Payroll	
OP2221	GROSS PAYROLL	719.61	1st May Payroll	
OP2221	GROSS PAYROLL	9649.79	1st May Payroll	
OP2221	GROSS PAYROLL	174.42	1st May Payroll	
OP2221	GROSS PAYROLL	9649.82	1st May Payroll	
OP2221	GROSS PAYROLL	174.43	1st May Payroll	
OP2222	IRS	41.75	1sy May Payroll	
OP2222	IRS	21.30	1sy May Payroll	
OP2222	IRS	25.24	1sy May Payroll	
OP2222	IRS	13.51	1sy May Payroll	
OP2222	IRS	7.95	1sy May Payroll	
OP2222	IRS	58.93	1sy May Payroll	
OP2222	IRS	287.40	1sy May Payroll	
OP2222	IRS	18.11	1sy May Payroll	
OP2222	IRS	13.86	1sy May Payroll	
OP2222	IRS	164.43	1sy May Payroll	
OP2222	IRS	10.44	1sy May Payroll	
OP2222	IRS	118.90	1sy May Payroll	
OP2222	IRS	2.45	1sy May Payroll	
OP2222	IRS	118.93	1sy May Payroll	
OP2222	IRS	2.45	1sy May Payroll	
OP2223	GROSS PAYROLL	683.37	1sy May Payroll	
OP2223	GROSS PAYROLL	1155.00	2nd May Payroll	
OP2223	GROSS PAYROLL	3190.32	2nd May Payroll	
OP2223	GROSS PAYROLL	1523.38	2nd May Payroll	
OP2223	GROSS PAYROLL	3737.49	2nd May Payroll	

Check #	Vendor name	Amount	Voucher Remark	PO Purpose
OP2223	GROSS PAYROLL	308.08	2nd May Payroll	
OP2223	GROSS PAYROLL	947.13	2nd May Payroll	
OP2223	GROSS PAYROLL	955.86	2nd May Payroll	
OP2223	GROSS PAYROLL	615.62	2nd May Payroll	
OP2223	GROSS PAYROLL	4196.20	2nd May Payroll	
OP2223	GROSS PAYROLL	22605.93	2nd May Payroll	
OP2223	GROSS PAYROLL	619.86	2nd May Payroll	
OP2223	GROSS PAYROLL	1089.68	2nd May Payroll	
OP2223	GROSS PAYROLL	1066.40	2nd May Payroll	
OP2223	GROSS PAYROLL	13125.19	2nd May Payroll	
OP2223	GROSS PAYROLL	377.92	2nd May Payroll	
OP2223	GROSS PAYROLL	1334.52	2nd May Payroll	
OP2223	GROSS PAYROLL	11337.09	2nd May Payroll	
OP2223	GROSS PAYROLL	118.75	2nd May Payroll	
OP2223	GROSS PAYROLL	11337.12	2nd May Payroll	
OP2223	GROSS PAYROLL	118.77	2nd May Payroll	
OP2224	IRS	16.74	2nd May Payroll	
OP2224	IRS	45.61	2nd May Payroll	
OP2224	IRS	21.30	2nd May Payroll	
OP2224	IRS	25.80	2nd May Payroll	
OP2224	IRS	13.73	2nd May Payroll	
OP2224	IRS	13.52	2nd May Payroll	
OP2224	IRS	8.93	2nd May Payroll	
OP2224	IRS	59.00	2nd May Payroll	
OP2224	IRS	287.09	2nd May Payroll	
OP2224	IRS	8.71	2nd May Payroll	
OP2224	IRS	15.80	2nd May Payroll	
OP2224	IRS	189.75	2nd May Payroll	
OP2224	IRS	5.47	2nd May Payroll	
OP2224	IRS	19.34	2nd May Payroll	
OP2224	IRS	143.35	2nd May Payroll	
OP2224	IRS	1.66	2nd May Payroll	
OP2224	IRS	143.42	2nd May Payroll	
OP2224	IRS	1.64	2nd May Payroll	
OP2224	IRS	791.60	2nd May Payroll	
2227671		1471204.44		