

CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
February 19, 2013

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **REPORTS OF STANDING COMMITTEES**

5. **SWEARING IN LIEUTENANTS – FIRE DEPARTMENT**

- Michael Wykoff
- David Cole
- Ryan Osborne

6. **Bob Richmond – Canal Fulton Library**

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

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

- February 5, 2013

9. **REPORTS OF ADMINISTRATIVE OFFICERS**

A. Senior Citizens

B. Community Service Coordinator

- Written Report

C. Fire Chief

- Monthly Report

D. Police Chief

- Monthly Report

E. Engineer/Streets/Public Utilities

F. Finance Director

G. City Manager

- Written Report

H. Report of Mayor

I. Parks & Recreation Board

J. Law Director

10. **THIRD READINGS**

Resolution 3-13: A resolution by the Council of the City of Canal Fulton to enter into a contract with the City of Massillon, Ohio for transportation of prisoners to and from the Stark County Jail for appearances required in the Massillon Municipal Court and declaring an emergency.

11. **SECOND READINGS**

Resolution 5-13: A resolution by the Council of the City of Canal Fulton, Ohio to enter into an agreement with the City of Massillon, Ohio for enforcement of the Ohio State Building Codes within the City.

Resolution 7-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into the Fifth Amendment to the 1997 Contract for Joint Staffing and Fire Services with Lawrence Township, Stark County, Ohio.

Ordinance 5-13: An Ordinance authorizing a request to the Ohio Board of Building Standards to Certify the City of Canal Fulton, Ohio for enforcement of the Residential Code of Ohio to exercise enforcement authority and accept and approve plans and specifications, and make inspections.

Resolution 8-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into an agreement with the City of Massillon, Ohio for enforcement of the Residential Code of Ohio within the City.

Ordinance 6-13: An Ordinance authorizing a request to the Ohio Board of Building Standards to certify the City of Canal Fulton, Ohio for Enforcement of the Ohio State Building Codes to exercise enforcement Authority and accept and approve plans, and specifications and make inspections.

12. **FIRST READINGS**

Ordinance 9-13: An Ordinance Amending Ordinance 7-13, and Providing for Supplemental Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2013.

Resolution 9-13: A Resolution by the Council of the City of Canal Fulton to enter into a Mutual Agreement for the Technical Assistance Between the City of Canal Fulton and the Stark County, Ohio Soil and Water Conservation District and Declaring an Emergency.

Resolution 10-13: A by the Council of the City of Canal Fulton to enter into an Agreement with

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CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street/ Portage Street Pavement Rehabilitation Bidding and Construction.

11. P.O.s

P.O. 7680: to Ohio Drilling Co, Inc. in the amount of \$13,000.00 to Clean WWTP Well and Replace Pump

P.O. 7692: to Cargill Inc. in the amount of \$10,000.00 for Road Salt

P.O. 7694: to Auditor of State in the amount of \$10,000.00 for GAAP Conversion for FY 2012

P.O. 7697: to Dell, Inc. in the amount of \$3,275.00.00 for Police Department Computers.

OLD/NEW/OTHER BUSINESS

12. REPORT OF PRESIDENT PRO TEMPORE

13. REPORT OF SPECIAL COMMITTEES

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

15. ADJOURNMENT

**CITY OF CANAL FULTON
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CALL TO ORDER

Mayor Richard Harbaugh called the February 5, 2013 City Council Meeting to order at 7:00pm in Council Chambers, City Hall, Canal Fulton, Ohio.

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Richard Harbaugh, Council Members Nellie Cihon, Paul Bagocius, Sue Mayberry, Scott Svab and Linda Zahirsky and Danny Losch.

Others Present: City Manager Mark Cozy, Fire Chief Ray Durkee, Police Chief Doug Swartz, Finance Director James Goffe, Service Director Dan Mayberry, Engineer Bill Dorman, Law Director Scott Fellmeth and Council Clerk Teresa Dolan.

Others Present: Rochelle Rossi, and Joan Porter, Jim Deans, Earl Mincks, Jeremy King, Fire Captain Boyd

REPORTS OF STANDING COMMITTEES

Scott Svab reported on the Finance Committee that met prior to the meeting. Scott was selected Chairman for the committee. He will have minutes typed up to give to Council at the next meeting.

CITIZENS' COMMENTS – AGENDA MATTERS (Five Minutes per Individual – No Yield) – None.

Fire Department – Oath of Office

Jeremy King – Mayor Harbaugh gave the Oath of Office to Jeremy King to serve on the City's Fire Department.

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

January 15, 2013

A motion was made by Linda Zahirsky to approve the January 15, 2013 minutes, second by Scott Svab. All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens No Report

Community Service Coordinator No Report

Fire Chief – The Fire Chief reported on the Fire Department receiving the STEMI award. This week commenced the kickoff for the Women Wear Red Campaign. He commended the fire department employees on their quick response.

Our EMS responded to an incident that involved a woman in Canal Fulton. Mike Wykoff, Ryan Osborne and Paul Hemsley diagnosed that she was having what they call a STEMI (elevated ST segment myocardial infarction). They found out she was having a heart attack and they transmitted to Mercy Hospital. When they arrived then the hospital was ready and took the patient right in. The figure that they look for is called door to balloon. That figure was five minutes and 49 seconds. This is a national record. The department is really proud.

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This past Saturday the department participated in Ice Rescue training at the Chapel Hill pond.

The Chief also reported on the Erie Street fire. Engine three was first in on that. There was a man trapped and he was taken out of the home successfully.

Testing was done for Lieutenants, and probably next meeting the Chief would like to swear in three for the Fire Department.

Chief Durkee would like everyone to know that they are on Facebook under Canal Fulton Fire Department.

Paul Bagocius wanted to know if there were any talks going forward with the Living Together arrangement with Lawrence Township. Chief Durkee said there was nothing recent. He was under the understanding that there might be some people participating at the meeting tonight, but there was not. Mr. Cozy said he spoke with Trustee Les Kampf and left a message with Trustee Mike Stevens. They would like to meet with us at City Hall before our next council meeting. There is a Safety Committee meeting scheduled and that would be appropriate for them to attend that. Chief Durkee said operationally they are moving towards living together. Some of the same people we talked about earlier are on both departments. We are working towards a seamless integration.

Police Chief – Chief Swartz submitted a Monthly Report for the Council Packet.

He also wanted to thank Mr. Cozy and Mr. Bagocius and Sue Mayberry for attending a School Safety Meeting. A large portion of the meeting was to discuss an SRO inside the schools. There is going to be a subcommittee meeting on issues about funding an SRO and Chief Swartz said he would be meeting with the Superintendent to put the committee together. He asked if any members of Council would like to be on it, and if they would to let him know. He thought that someone from the City should be on that committee.

Paul Bagocius said that being possibly the next chair of the safety committee he would like to be part of the committee at the school.

Engineer/Streets/Public Utilities – Bill Dorman was present and reported on minor work assisting administration with the Locust/Cherry intersection project.

Locust/Portage Resurfacing project – Letter were received from the Ohio Public Works Commission notifying us of the funding for the project.

The Waste Water Treatment Plant screen project is also underway. Construction could not begin until July 1st and they are working on getting bids locked in prior to that.

Paul Bagocius asked about the Wooster Storm Sewer Project plan. Mr. Dorman stated that the engineering would be completed this month. Dan Mayberry stated that he covered that in his director's report included in the packet. He said he had been working with Dave Koontz at CTI on the project and that they had to rethink their approach based on input from property owners. That has been done and Mr. Koontz had put pen to the paper and is coming up with some schematic type plans and Mr. Mayberry suspected he would receive them soon. He would review them and report on the finished design. Mr. Svab asked if we would incur more money on the plan since the first one did not go through. Mr. Dorman said he had heard no indication on increasing costs. Dan Mayberry said he was going to add a couple more catch basins on Wooster Street, and one on private property with the cooperation of the owner. They are eliminating three bio-retention basins, and some storm sewer pipe that would have run on Forge and Ash Streets. So the project is being reduced

Dan Mayberry stated that he had submitted his written report. In addition to that he wanted to let Council know that utility billing clerk mailed 124 delinquent letters to customers last month. Of those, 53 notices were hung on doors to shut service off. Only two customers had to be turned off for non-payment.

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Mr. Mayberry said he did receive the City's safety manual from American Safety. Mayor Harbaugh asked if the Safety meetings helped the employees. Mr. Mayberry said absolutely that they are very proactive in the field of safety.

Paul Bagocius asked about the energy audit status. Mr. Mayberry stated that he had contacted RCAP and asked them where the report was. Their response was that they had lost a couple of key people and the report would be forthcoming in 2012. Now we are going into February of 2013. He has contacted RCAP again. Mr. Svab wanted to know if they had been paid and Mr. Mayberry said no. Mr. Svab wanted to know if we were obligated contractually. Mr. Mayberry said he thought they could pull the plug. Mr. Bagocius said he personally did not want to pull the plug. Mr. Mayberry stated that he was not happy with the vendor. Mr. Cozy said there was an alternative and that First Energy Solutions did ask some very detailed questions and at first they thought that they would not be as thorough as RCAP. First Energy Solutions would be free. We could at least start the process with First Energy Solutions again.

Sue Mayberry asked about the insurance claim that had been denied on the grit building. Mr. Mayberry stated that is correct. The insurance company believes that the moisture in the building caused the plates that hold the trusses together resulted in damage to the roof. Our insurance will not cover that. Mr. Mayberry said he had been speaking with Mr. Condo, a hazardous communication analyst for the Ohio Pan. Mr. Condo sent two other firms to analyze the structure. Mr. Mayberry said he had Allen Keith Construction secure the building.

Finance Director – Mr. Goffe reported that he had hired Kathy Lewis-Snyder in the Finance Department. He has contacted Pay Corp, but has not heard anything back from them on automating payroll, and has not had a chance to look into it further.

Mr. Bagocius asked about when Council Members are unable to attend the meeting there is to be a deduction on their pay. He said that he had spoken to Mr. Goffe several times but it still has not reflected on his pay for the meetings that he was unable to attend. Mr. Bagocius stated that there needs to be a system in place when Council Members are absent.

City Manager – Mr. Cozy stated that his written report was included. He asked for an executive session to discuss issues with healthcare and two bargaining units. He also requested an executive session to discuss potential property to purchase.

Mr. Cozy said he met with Zevian properties today. They closed on Heritage Square Plaza. They employ 71 people. They would like to within the next two years employ 200 people. They needed the extra space. We are working with them to facilitate the move. They were happy to hear that we are switching to Massillon for our building department. Mr. Cozy stated that he met with Bill Kraft, the Chief Building Official with Massillon to make sure that we are on the same page with legislation. Massillon is also happy that we are forming our own building department also because that allows us to collaborate more. Massillon is now looking to expand that agreement to include other area municipalities, and use our legislation as a potential model.

Mr. Svab asked the Mayor if Lawrence Township used Massillon for their inspections. The Mayor said no. Mark Cozy stated that home rule townships used the county.

Paul Bagocius asked what the status was on the Mural. It seems like every time we talk about the Mural the City is putting in more money. He wanted to know if we were paying for the installation. Mr. Cozy said no, at this point the hope is the committee is going to secure another grant from East Ohio Gas and they met with the installer and they might discount their quote as a donation to the City.

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Report of Mayor – Mayor Harbaugh stated that he was appointed Helen Weygandt to the Senior Citizens Commissioners spot that Helen Hardie stepped down from. Helen Weygandt will complete Helen Hardie's term.

Parks & Recreation Board – No Report.

Law Director – Law Director Scott Fellmeth reported on the complaint issued by Gayle Danzy with the Civil Rights Commission. We received a letter dismissing the case dated February 1, 2013. The commission determined there was no probable cause and no discrimination perpetrated by the City of Canal Fulton. Legally her remedy, she would have ten days from February 1, 2013 to file an appeal with the Ohio Civil Rights Commission and twenty days with the Ohio Equal Opportunity Commission and thirty days to file a private law suit.

THIRD READINGS

Ordinance 1-13: An Ordinance by the Council of the City of Canal Fulton, Ohio authorizing the Canal Lands II Annexation of 66 acres, more or less, from Lawrence Township, Stark County, Ohio to the City of Canal Fulton.

A motion was made by Paul Bagocius to table Ordinance 1-13, second by Linda Zahirsky.

Linda Zahirsky stated that one of the reasons she would like to see it tabled was that she knew Danny Losch and her had talked about how much of the road was going to be the city's responsibility and where the culvert was. The weather has been bad and there has not been an opportunity to get out and see it. They are also waiting on something from Mr. Mayberry. She thought it was best that it was tabled until Council received all of the information. Mayor Harbaugh stated that he thought that was a good idea.

All Council Members voted yes. Motion approved.

SECOND READINGS

Resolution 3-13: A resolution by the Council of the City of Canal Fulton to enter into a contract with the City of Massillon, Ohio for transportation of prisoners to and from the Stark County Jail for appearances required in the Massillon Municipal Court and declaring an emergency.

FIRST READINGS

Resolution 5-13: A resolution by the Council of the City of Canal Fulton, Ohio to enter into an agreement with the City of Massillon, Ohio for enforcement of the Ohio State Building Codes within the City.

Resolution 6-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into an agreement with the Board of Trustees of Local Organized Governments in cooperation for dispatching services and declaring an emergency.

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

A motion was made to pass Resolution 6-13 under suspension by Linda Zahirsky, second by Sue Mayberry. All Council Members voted yes. Motion approved.

Resolution 7-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into the Fifth Amendment to the 1997 Contract for Joint Staffing and Fire Services with Lawrence Township, Stark County, Ohio.

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Ordinance 5-13: An Ordinance authorizing a request to the Ohio Board of Building Standards to Certify the City of Canal Fulton, Ohio for enforcement of the Residential Code of Ohio to exercise enforcement authority and accept and approve plans and specifications, and make inspections.

Resolution 8-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into an agreement with the City of Massillon, Ohio for enforcement of the Residential Code of Ohio within the City.

Ordinance 6-13: An Ordinance authorizing a request to the Ohio Board of Building Standards to certify the City of Canal Fulton, Ohio for Enforcement of the Ohio State Building Codes to exercise enforcement Authority and accept and approve plans, and specifications and make inspections.

Ordinance 7-13: An Ordinance Amending Ordinance 39-12, and Correcting Errors in the Original Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2013.

A motion was made to suspend the rules by Scott Svab, Second by Nellie Cihon. All Council Members voted yes. Motion approved.

A motion was made by Linda Zahirsky to pass Ordinance 7-13 under suspension, second by Sue Mayberry. All Council Members voted yes. Motion approved.

Ordinance 8-13: An Ordinance Amending Ordinance 7-13, and Providing for Supplemental Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2013.

A motion was made to suspend the rules by Scott Svab, Second by Nellie Cihon. All Council Members voted yes. Motion approved.

A motion was made by Linda Zahirsky to pass Ordinance 8-13 under suspension, second by Sue Mayberry. All Council Members voted yes. Motion approved.

P.O.s

P.O. 7641: to Bain Enterprises in the amount of \$6,995.75 for Hydraulic Valve Exerciser and Telescoping Valve Key

A motion was made by Scott Svab to approve P.O. 7641, second by Linda Zahirsky. All Council Members voted yes. Motion approved

P.O. 7644: to Hannon Electric Co, in the amount of \$7,840.00 for repair of Hoffman Blower

A motion was made by Nellie Cihon to approve P.O. 7644, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 7643: to CTI Engineers, Inc. in the amount of \$13,800.00 for the design of Automatic Bar Screen at WWTP

A motion was made by Nellie Cihon to approve P.O. 7643, second by Linda Zahirsky

Paul Bagocius asked if this would eliminate the rags and debris with the screen. Mr. Mayberry said yes, it would not eliminate 100% of the debris but most of it. Mr. Svab asked if this was just for the design. Mr. Mayberry said this would just for the design and getting it bid out.

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All Council Members voted yes. Motion approved.

P.O. 7645: to Clemans Nelson & Associates, Inc. in the amount of \$5,000 for Labor Council Legal Services

A motion was made by Linda Zahirsky to approve P.O. 7645, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 7646: to Massillon Law Department in the amount of \$25,200.00 for Prosecutor Legal Services

A motion was made by Nellie Cihon to approve P.O. 7646, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 7654: to Pelton Environmental Products in the amount of \$12,768.00 for Seepex Progressive Cavity Pumps for use as Sludge Pumps at WWTP

A motion was made to approve P.O. 7654 by Scott Svab, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 7655: to Dezurik, Inc. in the amount of \$7,910.00 for five 8" Dezurik Plug Valves

A motion was made by Linda Zahirsky to approve P.O. 7655, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 7656: to Hach Company in the amount of \$5,992.82 for PO4 Meter and Reactor, DR3900 Spectrophotometer & Warranty, DRB 200 Reactor, Total Phosphorus Reagent & Supply

A motion was made by Nellie Cihon to approve P.O. 7656, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O.7658: to LOGIC Red Center in the amount of \$30,572.00 for Fire Department Dispatching.

A motion was made by Linda Zahirsky to approve P.O. 7658, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 7662: to City of Massillon in the amount of \$6,000.00 for Prisoner Transport and Fingerprint Fees.

This P.O. was pulled from the agenda so that the Law Director could view the contract.

P.O. 7663: to Quasar Energy Group, LLC in the amount of \$6,000.00 for WWTP Sludge Disposal

A motion was made by Nellie Cihon to approve P.O. 7663, second by Sue Mayberry. All Council Members voted yes. Motion approved.

P.O. 7665: to Bonded Chemicals, Inc. in the amount of \$7,500.00 for Fresh Water Treatment Chemicals

A motion was made by Sue Mayberry to approve P.O. 7665, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

P.O. 7666: to Ream & Haager Laboratory, Inc. in the amount of \$5,000.00 for Waste Water Testing.

A motion was made by Nellie Cihon to approve P.O. 7666, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

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P.O. 7667: to D & R Supply, Inc. in the amount of \$5,000.00 for Asphalt for Road Patching.

A motion was made by Scott Svab to approve P.O. 7667, second by Nellie Cihon. All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Paul Bagocius said he had talked with the Chair of the Personnel Committee on some concerns that he had. Linda Zahirsky recommended that a Personnel Committee meeting be scheduled.

A motion was made by Linda Zahirsky for a Personnel Committee meeting to be held on March 5th, 2013 at 6:00pm, second by Sue Mayberry. The purpose will be to go over Police issues and other issues that Mr. Bagocius would like to bring up as well. All Council members voted yes. Motion approved.

Paul Bagocius state that a Library will have a levy on the ballot in May. He thought that it would be a good idea for a representative for the library speak to Council and spell out the needs, so that Council would consider passing a resolution to endorse the levy.

Mr. Bagocius asked about the City Roster – Mrs. Dolan stated that she is working on the completion of the roster at this time. The new roster is a work in progress.

REPORT OF PRESIDENT PRO TEMPORE No report.

REPORT OF SPECIAL COMMITTEES

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Earl Mincks, 627 S. Canal Street asked if anyone on Council had thought about windmills in the City. Danny Losch said that he had thought about it. The problem is the wind speed here in this area. It would be something to definitely keep in mind with new technologies.

A motion was made by Linda Zahirsky to adjourn to Executive Session at 8:25 pm to discuss the purchase of real, personal, tangible or intangible property, and preparing for, conducting or reviewing negotiations or bargaining sessions with public employees, second by Nellie Cihon. All Council Members voted yes. Motion approved.

A motion was made to return to public session at 8:57pm by Linda Zahirsky, second by Danny Losch. All Council Members voted yes. Motion approved.

A motion was made by Linda Zahirsky for Mark Cozy to negotiate with Local 24 as he recommended in Executive Session. Second by Danny Losch. Vote was as follows:

Scott Svab – No; Nellie Cihon – Yes; Danny Losch – Yes; Linda Zahirsky – Yes; Paul Bagocius – Yes; and Sue Mayberry – Yes. Motion approved.

A motion was made by Linda Zahirsky to do and identical settlement with the FOP as Local 24 as recommended Mark Cozy recommended, second by Nellie Cihon.

Mr. Svab asked what happens if they don't agree to identical. Mr. Bagocius agreed that out of 24 members they were throwing 16 under the bus that would have to pay more, eight that would pay less. He did not understand their thinking on that. The FOP may not agree with that. Mr. Goffe said it's not even eight it's actually five. Mr. Cozy stated that if we continue to make it whole they would pay the same premium they paid last year. Mrs. Mayberry asked what were they approving, they did not know what they were voting on really. Mr. Fellmeth said that it was to approach the FOP with the same proposal. It's not something for

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Council's approval. It would still have to come back to Council. Mr. Svab says so what about non-bargaining people. Would the same policies be used? Mr. Cozy said that was the whole purpose for everybody across the board to pay what they did last year that way everyone was the same. Mrs. Mayberry said she was not sure about that. Mr. Fellmeth said the motion at this time was to allow Mr. Cozy to enter into negotiations with the FOP. Mr. Cozy said that is where they ended up. Danny Losch asked if it all referred to everyone, regardless. Mr. Cozy said he would like it to be the same for everybody. Mr. Cozy said if they wanted to vary it for the ratio and what premiums are paid for different employees; we would have to make sure that the finance department knows that for payroll. Mr. Goffe stated that we have only gotten two requests for reimbursement for 2013 at this time. They are on hold pending the grievances. Mr. Bagocius wanted to know if the FOP had seen the settlement. Mr. Cozy said yes, that they came in and said they would settle this with the same as the Teamsters. Mr. Svab said but their contract was 15%. So if their rate went up they would still be on the hook per their contract 15%. That floated, but because all of these other variable went in, then those variables were part of the contract, the out of pocket reimbursements. Mr. Cozy asked if they recalled the negotiations with the FOP, when the premiums went up and they took us to arbitration and we ended up holding their premium for the same rate for a year. They grieved the increase and we had to settle. The bottom line Mr. Cozy said is you are looking at \$248,000 vs. \$202,000 from the previous year. If we agree to this our out of pocket will go down slightly. So right away you are \$40,000 in the hole starting out. Mr. Cozy said yes, we were incurring some risk. Mr. Svab said the difference was the employees would be picking up \$6,000 more of that 15% of the increase of the \$40,000 that you are saying. Mr. Svab said to vote. It is so far down the road that you can't even begin to catch up with it. Mrs. Zahirsky said when we were going to catch up was this fall, when they realize how good they had it and what they are going to get stuck with, like the rest of us. Mrs. Mayberry said the company we went with, that they are telling us that we have to pay for this and this, that the unions are grieving, because it is not the same thing as what they had. The delineation between the plans versus before, how is that going to be handled when you go and give your card that you have now. Mr. Goffe stated that all these additional items that we are now talking about possible reimbursements, those are all in house. Mrs. Mayberry asked if we would have to handle that all in house. Mr. Goffe said yes those are in house after they get their explanation of benefits to show what actually happened. Mrs. Mayberry said so that has to come here and that is going to get divvied up. Mr. Cozy stated that we were already doing that for deductibles and copays for prescriptions. Now, we won't be doing it so much for prescriptions because the new plan actually follows what the contract said in 2008. Mrs. Mayberry asked so who is going to be doing all this work. Mr. Cozy said the Finance department. Mr. Goffe said unless he could dump some of it off on Teresa. Mrs. Mayberry stated that this is going to get very confusing and messy. Mr. Svab said the thing is it is not an apple to apples plan. Mr. Svab said when this quote was given to you it mirrored exactly what you had last year. This new plan has a higher deductible. If Distefano was then allowed to say raise the single plan from \$500 to \$1,500. Do the out of pocket from this to that. Mr. Goffe said Distefano saw the exact quote before. Mr. Cozy said Mr. Distefano saw the quote and came in and said that he could not touch it. Mr. Svab stated that he had already talked to him. Mr. Goffe said if you want an apple to apples plan that you would have to take whatever the premium increase is. If you want to look for something that was going to save money then it is not going to be exactly apples to apples. It's going to be apples to oranges. Mr. Svab said but then if you took that orange and said this is the plan that we have – match that, he would not come up with \$248,000 would he, because you raided the deductibles as one of the key things. Mr. Svab said that is what he was trying to drive across and they were talking in circle here. Mr. Svab said vote, he would

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vote no, they would pass it and they could go. Mr. Losch said we are not passing anything but for the negotiation. If it has to go to committee, then it will. Paul Bagocius stated that he felt that the non-union should go with the Teamsters. Mrs. Mayberry said it would be a fiasco if you didn't. Paul Bagocius stated that it would be an accounting nightmare. Scott Svab stated that he did not have a problem with the non-union having the same benefit.

The vote was as follows on the first motion – All Council members voted No. Motion fails.

A motion was made that the grievance be settled the way that the Teamsters is settled with the FOP and Non-Union employees will follow by Paul Bagocius, Second by Nellie Cihon. The vote was as follows:

Nellie Cihon – Yes; Sue Mayberry – Yes; Paul Bagocius – Yes; Linda Zahirsky – Yes; Danny Losch – Yes and Scott Svab – No.

ADJOURNMENT

The meeting was adjourned at approximately 9:20pm

COMMUNITY LUNCHEON

TUESDAY

February 26th, 2013

BETWEEN

11:00 AND 1:00

AT

*Stopp'n' goes
chips
coleslaw*

NORTHWEST STARK SENIOR CENTER

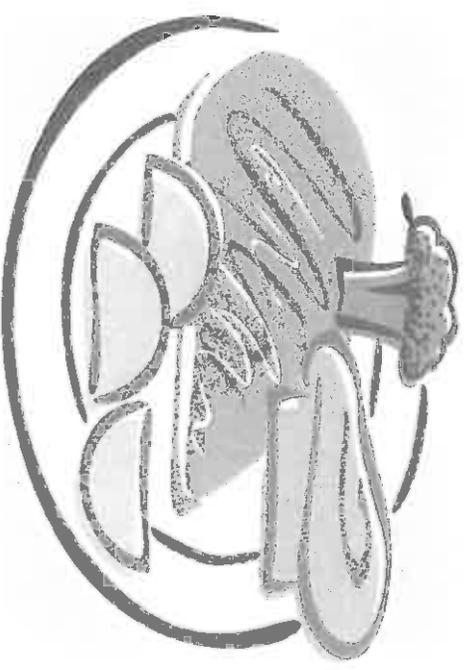
853 LOCUST ST SO

CANAL FULTON, OHIO

330-854-6307

OPEN TO COMMUNITY

COST IS \$5.00 PER MEAL



SWISS STEAK DINNER

at

Northwest Senior Center

853 Locust St. S.

Canal Fulton, Oh

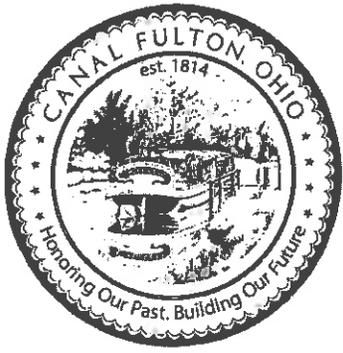
RSVP 330-854-6307

SATURDAY

FEB. 23, 2013

from 4:00pm to 6:30pm





City Of Canal Fulton Community Service Report January 2013

January

- 6 Defendants currently sentenced to Community Service.
- 29 Hours worked by defendants in January.
- 2 Defendants completing their community service.
- 2 Defendants sent back to court for non-compliance.

Dear Mayor and City Council,

During the month of January 2013, Community Service continued with work on the St. Helena 3 canal boat by replacing the wood on right rear gunnel. We also helped with snow removal snow events. We also did roadside litter pickup at the end of Longview Ave.

Community Service plans in the near future include helping with the swiss steak dinner at the Senior Center on February 23 and continued work on the canal boat and of course snow removal.

Respectfully submitted,

John Murphy
Community Service Coordinator

NORTHWEST

Incident Type Report (Summary)

**Alarm Date Between {01/01/2013} And
{01/31/2013}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.97%	\$0	0.00%
	<u>1</u>	<u>0.97%</u>	<u>\$0</u>	<u>0.00%</u>
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with injury	2	69.90%	\$0	0.00%
322 Motor vehicle accident with injuries	1	0.97%	\$0	0.00%
341 Search for person on land	1	0.97%	\$0	0.00%
	<u>74</u>	<u>71.84%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
554 Assist invalid	15	14.56%	\$0	0.00%
	<u>15</u>	<u>14.56%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	3	2.91%	\$0	0.00%
632 Prescribed fire	1	0.97%	\$0	0.00%
	<u>4</u>	<u>3.88%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	0.97%	\$0	0.00%
714 Central station, malicious false alarm	1	0.97%	\$0	0.00%
733 Smoke detector activation due to malfunction	1	0.97%	\$0	0.00%
736 CO detector activation due to malfunction	3	2.91%	\$0	0.00%
745 Alarm system activation, no fire - unintentional	3	2.91%	\$0	0.00%
	<u>9</u>	<u>8.74%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 103

Total Est Loss:

\$0

NORTHWEST

Incident Type Report (Summary)

Alarm Date Between {01/01/2013} And {01/31/2013}
and Station = "CF "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	37	67.27%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.81%	\$0	0.00%
341 Search for person on land	1	1.81%	\$0	0.00%
	<u>39</u>	<u>70.90%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
554 Assist invalid	8	14.54%	\$0	0.00%
	<u>8</u>	<u>14.54%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	1.81%	\$0	0.00%
	<u>1</u>	<u>1.81%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	1	1.81%	\$0	0.00%
714 Central station, malicious false alarm	1	1.81%	\$0	0.00%
733 Smoke detector activation due to	1	1.81%	\$0	0.00%
736 CO detector activation due to malfunction	2	3.63%	\$0	0.00%
745 Alarm system activation, no fire	2	3.63%	\$0	0.00%
	<u>7</u>	<u>12.72%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	55		Total Est Loss:	\$0

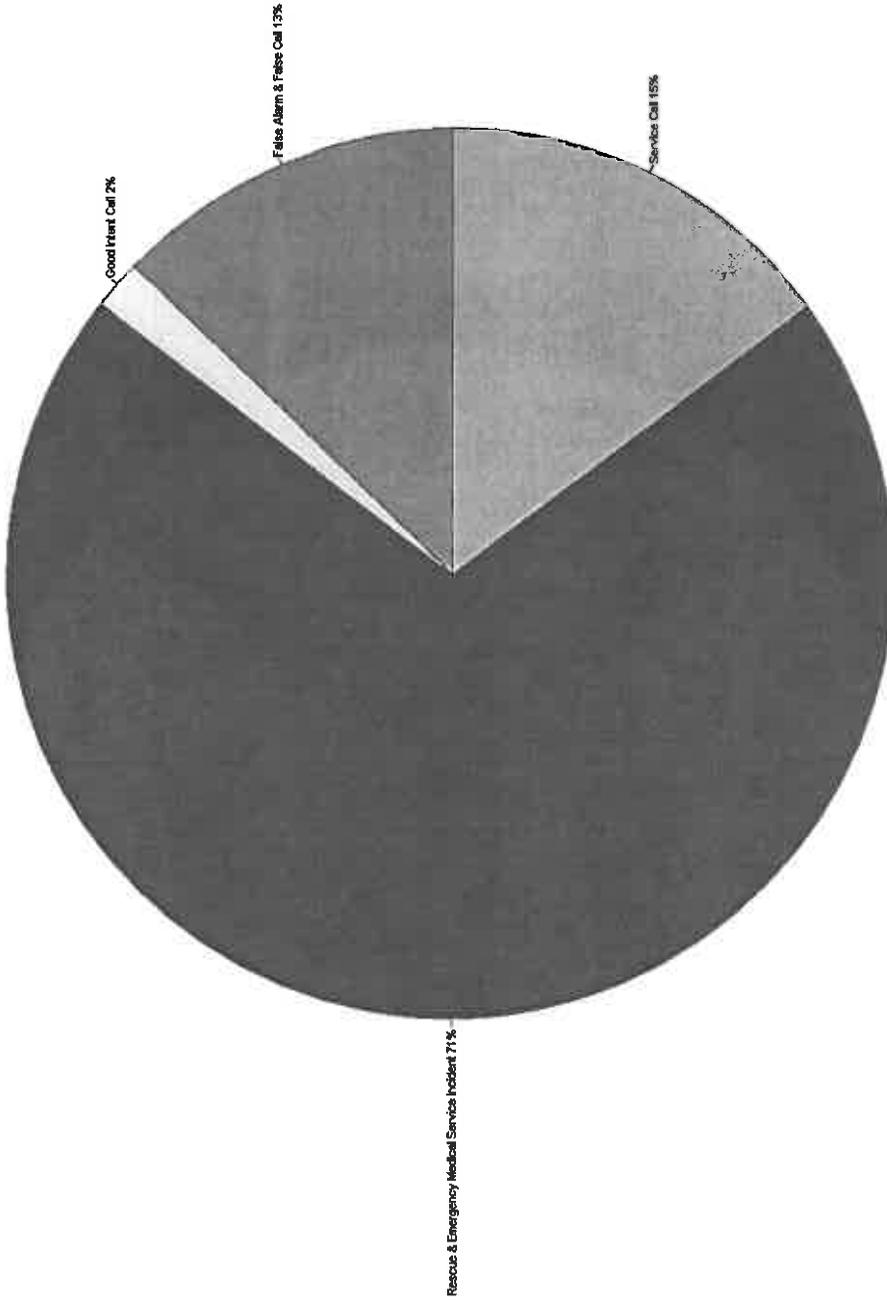
NORTHWEST

Incident Type Summary By District

Alarm Date Between {01/01/2013} And {01/31/2013}

District	False	Fire	Good	Hazard Overpressu	Rescue	Service	Special	Weather	Total
CF	4	0	0	0	49	11	0	0	64
LT	5	0	2	0	25	4	0	0	36
NLVFD	0	0	1	0	0	0	0	0	1
OTHER	0	1	1	0	0	0	0	0	2
	9	1	4	0	74	15	0	0	103

Incident Type Summary
Alarm Data Between (01/01/2013) And (01/31/2013) and Station - "CF"



REPORTS, ARRESTS, CITATIONS & WARNINGS
January 1, 2013 thru January 31, 2013

OFFENSES

Breaking & Entering and/or Burglary <i>(Includes Attempted)</i>	<u>1</u>
Robbery <i>(Includes Attempted)</i>	<u>0</u>
Theft <i>(Includes bad checks, identity and drive-offs)</i>	<u>5</u>
Domestic <i>(Includes Violence and Disputes)</i>	<u>2</u>
Juvenile Offenses	<u>4</u>
Criminal Mischief / Criminal Damaging	<u>4</u>
Drug Related Offenses	<u>3</u>
Menacing and Aggravated Menacing	<u>2</u>
Vandalism/Property Crimes	<u>0</u>
Harassment <i>(Includes Phone)</i>	<u>8</u>
Alcohol Related	<u>3</u>
Disorderly Conduct	<u>2</u>
Assault	<u>2</u>
Missing Persons	<u>0</u>
Shots Fired	<u>0</u>
Sex Offense	<u>0</u>
Solicitors	<u>0</u>
Stalking	<u>0</u>
Suicide	<u>0</u>
TOTAL OFFENSES	<u>36</u>

PUBLIC SERVICE

Public Service Calls	<u>15</u>
Disturbance Calls	<u>1</u>
Suspicious Activities <i>(Includes persons, vehicles, circumstances)</i>	<u>12</u>
Assist Lawrence Township Police Department	<u>26</u>
Assist Medical Squad / Fire	<u>2</u>
Assist Other P.D.	<u>3</u>
Alarms	<u>14</u>
911 Hang Ups	<u>8</u>
Attempted Suicide	<u>0</u>
Threats	<u>4</u>
Security Checks	<u>64</u>
Tax Evasions	<u>0</u>
TOTAL PUBLIC SERVICE CALLS	<u>149</u>

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	<u>79</u>
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TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	<u>12</u>
Stop sign and/or Traffic Signal	<u>0</u>
Juvenile Offense	<u>1</u>
Seat Belt Violation	<u>0</u>
Parking Problems (Total)	<u>5</u>
Written Warnings	<u>8</u>
Verbal Warnings	<u>141</u>
Driver's License Violations	<u>4</u>
Registration Violations	<u>2</u>
Reckless Operation	<u>0</u>
Failure to Control	<u>1</u>
OVI	<u>2</u>
Vehicle Violations	<u>2</u>
Improper Passing	<u>0</u>
Failed to Stop at Accident	<u>0</u>
Failure to Signal	<u>3</u>
Marked Lanes	<u>0</u>
TOTAL TRAFFIC INCIDENTS:	<u>181</u>

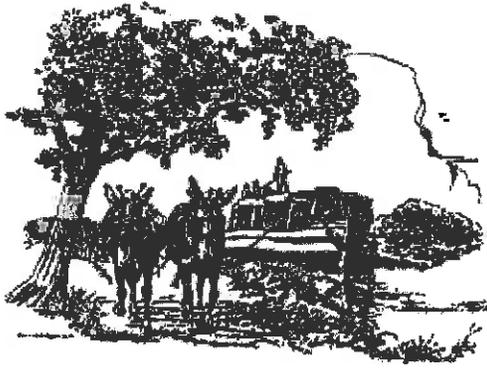
ACCIDENTS

Property Damage Only:	<u>8</u>
Injuries:	<u>0</u>
Private Property Accident:	<u>4</u>
Hit/Skip Accident	<u>0</u>
TOTAL ACCIDENTS	<u>12</u>

TOTAL CALLS OF SERVICE:	<u>457</u>
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From all of the above calls, the following numbers represent the amount of arrests that resulted from said call:

ARRESTS MADE:	<u>11</u>
WARRANTS SERVED:	<u>5</u>
TOTAL	<u>16</u>



City of Canal Fulton

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

From the Office of the City Manager

City Manager's Report for February 19, 2013

1. Health Insurance Grievances: The Grievance with the Teamsters is now settled. We are still waiting on the FOP.

2. Locust-Cherry Intersection Project: The ad for design engineering will be posted later this month. We still need to create our selection committee by mid to late March so that we can begin looking over the proposals.

3. Mural: The mural committee has applied for a \$1,000 grant for the installation of the now completed mural to the old High St fire station. Last year we received a quote from Adams Signs for \$2,680 to install the mural. Due to some in-kind volunteer work and their desire to discount their quote as a donation toward the project, Adams Signs has lowered their quote to \$1,434. It may be to the City's advantage to put \$434 towards the installation of the mural if the Heritage Society gets the \$1,000 grant. Having the mural professionally installed will ensure the longevity of the mural. The goal is to install the mural in April when the weather is more favorable.

4. Geophysical Seismic Survey: Precision Geophysical wants to know they if could run their cables along the street without using their vibratory trucks within the city limits. They will still be able to pick up some readings from the cables. I can let them know what council decides on the matter.

5. Marshallville Sewer: When we first initiated this project, it was my belief that a JEDD might work better because annexation is not required in order to establish a tax sharing agreement. The township's attorney steered us towards a CEDA because they are easier to create. After several conversations with Marvin Hardgrove it seems we are both in agreement that we could draft a JEDD for the Marshallville and SR 21 area as an alternative for review. I have a draft that I was working on back in 2007 for the Northwest Local Schools. I discussed this with Mayor Harbaugh and he thought it would be a good idea if I modified it for economic development for the Marshallville/SR21 area. I should be prepared to discuss this in more detail at our next council meeting.

RECORD OF RESOLUTIONS

Clayton Legal Blank, Inc., Form No. 300A

Resolution No.

3-13

Passed

20

UNDER SUSPENSION OF THE RULES

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON
TO ENTER INTO A CONTRACT WITH
THE CITY OF MASSILLON, OHIO FOR
TRANSPORTATION OF PRISONERS
TO AND FROM THE STARK COUNTY
JAIL FOR APPEARANCES REQUIRED
IN THE MASSILLON MUNICIPAL
COURT AND DECLARING AN
EMERGENCY.

WHEREAS, the City of Massillon, Ohio will continue to operate a holding facility for the holding of incarcerated prisoners for Massillon Municipal Court appearances, and

WHEREAS, the City of Massillon has agreed to be responsible for the transportation of said prisoners to and from the Stark County Jail with regard to appearances required in the Massillon Municipal Court, and

WHEREAS, the City of Massillon and the City of Canal Fulton wish to set forth the terms of their agreement with regard to the fees to be paid by Canal Fulton to Massillon for the transportation of such prisoners to and from the Stark County Jail and the Massillon Municipal Court.

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

SECTION 1: The City of Canal Fulton agrees to enter into a contract with the City of Massillon, Ohio for transportation of prisoners pursuant to agreement attached as Exhibit "A".

SECTION 2: This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that the transportation contract can be effective immediately upon its passage.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-13, duly

RECORD OF RESOLUTIONS

Dayton Legal Station, Inc. Form No. 38843

Resolution No.

5-13

Passed

, 20

adopted by the Council of the City of Canal Fulton, on the date of _____, 2013, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Official Legal Blank, Inc., Form No. 3004D

Resolution No.

5-13

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH THE CITY OF MASSILLON, OHIO FOR ENFORCEMENT OF THE OHIO STATE BUILDING CODES WITHIN THE CITY.

WHEREAS, the Council of the City of Canal Fulton, Ohio desires to establish the Canal Fulton, Ohio Building Department, and

WHEREAS, the City of Canal Fulton, Ohio has applied to the Ohio Board of Building Standards for Certification of a Building Department, and

WHEREAS, the City of Canal Fulton, Ohio desires to enter into an agreement with the City of Massillon, Ohio for enforcement of the Ohio State Building Codes.

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

The City of Canal Fulton, Ohio agrees to enter into an agreement with the City of Massillon, Ohio for enforcement of the Ohio State Building Codes within the City pursuant to Agreement attached as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____ 13 duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2013 and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2013, by and between the Mayor of Canal Fulton, Ohio, acting for and on behalf of the City of Canal Fulton, Ohio, hereinafter referred to as the City and the City of Massillon, Ohio hereinafter referred to as City.

WITNESSETH:

WHEREAS, the City of Canal Fulton, Ohio desires to enforce the Ohio State Building Codes for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the City of Canal Fulton, Ohio seeks to obtain the authority for enforcement of the provisions of the Ohio State Building Codes through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the City of Massillon Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the City of Canal Fulton Building Department to exercise enforcement authority in accordance with the Ohio State Building Codes, effective April 1, 2013, as set forth in said Board's certification rule; and

WHEREAS, the City of Canal Fulton desires and is willing to administer and enforce the Ohio State Building Codes within the limits of said City of Canal Fulton pursuant to its authority so to do contained in Chapter 3781 of the Revised Code of Ohio and as granted by the Ohio Board of Building Standards; and

WHEREAS, the City of Canal Fulton, Ohio has heretofore agreed through its Mayor and its Clerk to enter into an agreement with the City of Massillon, Ohio for the enforcement of the Ohio State Building Codes within the limits of said City of Canal Fulton; and

WHEREAS, the City of Massillon, Ohio has on the _____ day of _____, 20___, adopted its resolution authorizing the City of Massillon to enter into said agreement with the City of Canal Fulton, Ohio for the purposes aforesaid;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The City of Canal Fulton hereby grants to the City of Massillon authority to do all things necessary to exercise enforcement authority and to accept and approve plans and specifications and make inspections necessary with the City of Canal Fulton in accordance with the provisions of the Ohio State Building Codes pursuant to Ohio Administrative Code 4101:1 – the Ohio Building Code; and 4101:2 – the Ohio Mechanical Code, and Ohio Administrative Code 4101:3 – the Ohio Plumbing Code as promulgated by the Ohio Board of Building Standards, and shall apply and be enforced within the City of Canal Fulton, Ohio.

2. The City of Massillon accepts the authority and responsibility to carry out the terms of this agreement.

3. The City of Massillon shall have full authority to do all things necessary to administer and enforce the Ohio State Building Codes within the limits of the City of Canal Fulton and in consideration therefore, the City of Massillon shall retain all permit and inspection fees authorized by the State of Ohio for such purposes.

4. The effective date for which the City of Massillon shall begin to perform its duties under the terms of this agreement shall be the date of certification by the Ohio Board of Building Standards, and this agreement shall thereafter continue in full force and effect until either of the parties

shall give written notice to the other and the Board of Building Standards of its intention to terminate the agreement, which may be for any reason, except that this agreement shall not terminate until the effective date of repeal of the rule of conditional certification by the Board of Building Standards.

5. The City of Canal Fulton hereby agrees to hold the City of Massillon harmless from all claims or causes of action of every kind and nature arising from the acts of the City of Massillon, its agents, or employees, or representatives in the administration and enforcement of the Ohio State Building Codes within the limits of said City of Canal Fulton.

6. This agreement shall be deemed to authorize the City of Massillon to administer and enforce for the City of Canal Fulton any amendments or additions to the Ohio State Building Codes hereafter adopted by the Board of Building Standards pursuant to the authority granted by said Board by Chapter 3781 of the Revised Code of Ohio at all times after said Board shall have adopted such amendments or additions.

IN WITNESS WHEREOF, we have hereunto set our hands to this agreement this _____ day of _____, 20__.

SIGNED IN THE PRESENCE OF: CITY OF CANAL FULTON, OHIO

Mayor

Clerk

SIGNED IN THE PRESENCE OF: CITY OF MASSILLON, OHIO

Mayor

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Canal Fulton, Ohio

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Massillon, Ohio

This Instrument prepared by
Scott E. Fellmeth
Attorney at Law.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 39345

Resolution No. 7-13

Passed _____

, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO THE FIFTH AMENDMENT TO THE 1997 CONTRACT FOR JOINT STAFFING AND FIRE SERVICES WITH LAWRENCE TOWNSHIP, STARK COUNTY, OHIO.

WHEREAS, in 1997 the then Village of Canal Fulton and the Township of Lawrence, Stark County, Ohio entered into a contract for the joint staffing and equipping of their fire stations for medical and fire services; and

WHEREAS, the said agreement has been beneficial to both parties; and

WHEREAS, each of the parties wish to amend certain provisions of the 1997 contract and all subsequent amendments thereto.

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 the Fifth Amendment to the 1997 Contract for joint staffing and fire services between Lawrence Township and the City of Canal Fulton pursuant to proposal attached as Exhibit "A".

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-13, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2013, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

FIFTH AMENDMENT TO 1997 CONTRACT FOR
STAFFING AND FIRE SERVICES BETWEEN
LAWRENCE TOWNSHIP AND THE CITY OF CANAL FULTON

WHEREAS, in 1997, the then Village of Canal Fulton and the Township of Lawrence entered into a contract for the staffing and equipping of their fire stations for medical and fire services, and

WHEREAS, this agreement has been beneficial to residents of both communities, and

WHEREAS, both parties recognize that public safety can be better served by the cooperative manning and equipping of the Canal Fulton Fire Station, which belongs to the City of Canal Fulton, and,

WHEREAS, the Fire Chiefs of both the City of Canal Fulton and Township of Lawrence have agreed that the operation details are workable and equitable to both parties, and

WHEREAS, the parties hereto intend to provide fire, emergency medical, rescue and ambulance services out of said station and to equitably divide the costs associated therewith, including any unforeseen costs not specified below.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES that on _____, they agree to and shall carry out the conditions hereinafter enumerated below so as to provide a cooperative fire service in the Lawrence Township/Canal Fulton that neither could provide as economically singly:

1. The parties agree to provide fire and EMS services out of the Canal Fulton Fire Station located at 1165 Locust St, Canal Fulton, OH.
2. The parties agree that that since Canal Fulton owns the station to be used by the parties that Lawrence Township shall not pay for the use of the building, but shall keep their fire station on Strausser St. open for the storage of extra equipment, additional office space, and for training. Both departments shall equally share in the responsibility of furnishing, cleaning and maintaining the station. If structural repairs are necessary, Canal Fulton will be responsible for them. Each shall be responsible for their phone bills including cell phones for fire personnel. Authorization to pay the shared costs shall be obtained by the Chiefs from their respective municipalities in accordance with the standard operation procedures of their respective municipalities.
3. The parties agree that the Chiefs of the two Fire Departments shall develop guidelines for the operation of the Canal Fulton station including, personnel, emergency scene control, discipline, station duty, dress, training methods, etc. The guidelines shall endeavor appropriately to recognize any special requirements of the parties. In the event that any dispute shall occur in the operation of the EMS/fire station, the parties agree to follow the dispute resolution procedures outlines in Exhibit "A" of this agreement and made a part of it
4. The parties agree that Lawrence Township shall, as soon as practical, place equipment at the Canal Fulton fire station to be used by both parties.
5. The parties agree to name each other as additional insured on their insurance policies to cover each party's Fire Department employees while operating the other's facilities and equipment and responding to emergency calls as required for so long as this agreement is in effect.
6. Major purchases – The parties agree they shall be responsible for the purchase of vehicles for their department until further agreement to purchase jointly.

7. Each municipality shall be responsible to equip and train their own firefighters/EMTs and paramedics assigned to the EMS/fire station. The department for whom the employee works during a shift shall be responsible for workers' compensation, unemployment insurance, pension benefits and all other costs that would normally be paid by the municipality for a firefighter/EMT/paramedic position in that municipality.
8. The parties agree to be solely responsible for maintenance costs for any vehicle(s) each provides in the operation of the EMS/fire station. The parties agree to be solely responsible for fuel costs associated with their respective vehicles that are used in the operation of the EMS/fire station.
9. The parties agree they shall be responsible for the cost of dispatching for their department and agree to use the same dispatch service.
10. Term of the agreement – the initial term for this agreement is one (1) year from the date that is authorized by the respective legislative bodies and signed by the Mayor of Canal Fulton and the Township Trustees and will continue until a joint fire district is formed or is terminated by the parties. Either party may terminate this agreement by giving written notice of termination to the other part not less than six (6) months from the date of the proposed termination. Such termination shall not affect the manning of the 24/7 coverage, or previous agreements, unless specifically included in the termination language.

A termination can occur in less than six (6) months upon mutual agreement of the parties. Any termination of this agreement prior to the end of the initial one year period shall only be effective upon the passage of an appropriate Resolution of Intent by the legislative body of the municipality seeking to terminate the agreement.

11. At the end of one year, a feasibility committee shall share a written report considering an analysis of present service related issues, financial savings and strategic goals for the continued possibility of a joint district vs the "living together" arrangement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

City of Canal Fulton:

Lawrence Township

Linda Zahirsky City Council

Michael Stevens, Trustee

Sue Mayberry, City Council

Marvin Hardgrove, Trustee

Danny Losch, City Council

Lester Kamph, Trustee

Paul Bagocius, City Council

Nellie Cihon, City Council

Scott Svab, City Council

Richard Harbaugh, Mayor

**FIFTH AMENDMENT TO 1997 CONTRACT FOR
STAFFING AND FIRE SERVICES BETWEEN
LAWRENCE TOWNSHIP AND THE CITY OF CANAL FULTON**

WHEREAS, in 1997, the then Village of Canal Fulton and the Township of Lawrence entered into a contract for the staffing and equipping of their fire stations for medical and fire services, and

WHEREAS, this agreement has been beneficial to residents of both communities, and

WHEREAS, both parties recognize that public safety can be better served by the cooperative manning and equipping of the Canal Fulton Fire Station, which belongs to the City of Canal Fulton, and,

WHEREAS, the Fire Chiefs of both the City of Canal Fulton and Township of Lawrence have agreed that the operation details are workable and equitable to both parties, and

WHEREAS, the parties hereto intend to provide fire, emergency medical, rescue and ambulance services out of said station and to equitably divide the costs associated therewith, including any unforeseen costs not specified below.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES that on _____, they agree to and shall carry out the conditions hereinafter enumerated below so as to provide a cooperative fire service in the Lawrence Township/Canal Fulton that neither could provide as economically singly:

1. The parties agree to provide fire and EMS services out of the Canal Fulton Fire Station located at 1165 Locust St, Canal Fulton, OH.
2. The parties agree that since Canal Fulton owns the station to be used by the parties that Lawrence Township shall not pay for the use of the building, but shall keep their fire station on Strausser St. open for the storage of extra equipment, additional office space, and for training. Both departments shall equally share in the responsibility of furnishing, cleaning and maintaining the station. If structural repairs are necessary, Canal Fulton will be responsible for them. Each shall be responsible for their phone bills including cell phones for fire personnel. Authorization to pay the shared costs shall be obtained by the Chiefs from their respective municipalities in accordance with the standard operation procedures of their respective municipalities.
3. The parties agree that the Chiefs of the two Fire Departments shall develop guidelines for the operation of the Canal Fulton station including, personnel, emergency scene control, discipline, station duty, dress, training methods, etc. The guidelines shall endeavor appropriately to recognize any special requirements of the parties. In the event that any dispute shall occur in the operation of the EMS/fire station, the parties agree to follow the dispute resolution procedures outlines in Exhibit "A" of this agreement and made a part of it
4. The parties agree that Lawrence Township shall, as soon as practical, place equipment at the Canal Fulton fire station to be used by both parties.
5. The parties agree to name each other as additional insured on their insurance policies to cover each party's Fire Department employees while operating the other's facilities and equipment and responding to emergency calls as required for so long as this agreement is in effect.
6. Major purchases – The parties agree they shall be responsible for the purchase of vehicles for their department until further agreement to purchase jointly.

7. Each municipality shall be responsible to equip and train their own firefighters/EMTs and paramedics assigned to the EMS/fire station. The department for whom the employee works during a shift shall be responsible for workers' compensation, unemployment insurance, pension benefits and all other costs that would normally be paid by the municipality for a firefighter/EMT/paramedic position in that municipality.
8. The parties agree to be solely responsible for maintenance costs for any vehicle(s) each provides in the operation of the EMS/fire station. The parties agree to be solely responsible for fuel costs associated with their respective vehicles that are used in the operation of the EMS/fire station.
9. The parties agree they shall be responsible for the cost of dispatching for their department and agree to use the same dispatch service.
10. Term of the agreement – the initial term for this agreement is one (1) year from the date that is authorized by the respective legislative bodies and signed by the Mayor of Canal Fulton and the Township Trustees and will continue until a joint fire district is formed or is terminated by the parties. Either party may terminate this agreement by giving written notice of termination to the other part not less than six (6) months from the date of the proposed termination. Such termination shall not affect the manning of the 24/7 coverage, or previous agreements, unless specifically included in the termination language.

A termination can occur in less than six (6) months upon mutual agreement of the parties. Any termination of this agreement prior to the end of the initial one year period shall only be effective upon the passage of an appropriate Resolution of Intent by the legislative body of the municipality seeking to terminate the agreement.

11. At the end of one year, a feasibility committee shall share a written report considering an analysis of present service related issues, financial savings and strategic goals for the continued possibility of a joint district vs the "living together" arrangement.

IN WITNESS WHEREOF, the undersigned have signed this Agreement as of the date first written above.

City of Canal Fulton:

Lawrence Township

Linda Zahirsky City Council

Michael Stevens, Trustee

Sue Mayberry, City Council

Marvin Hardgrove, Trustee

Danny Losch, City Council

Lester Kamph, Trustee

Paul Bagocius, City Council

Nellie Cihon, City Council

Scott Svab, City Council

Richard Harbaugh, Mayor

RECORD OF ORDINANCES

Davon Legal Blanks, Inc.

Form No. 30043

Ordinance No.

5-13

Passed

20

AN ORDINANCE AUTHORIZING A REQUEST TO THE OHIO BOARD OF BUILDING STANDARDS TO CERTIFY THE CITY OF CANAL FULTON, OHIO FOR ENFORCEMENT OF THE RESIDENTIAL CODE OF OHIO TO EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS, AND MAKE INSPECTIONS.

WHEREAS, the city of Canal Fulton, Ohio desires to enforce the Residential Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in Section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the city of Canal Fulton, Ohio seeks to obtain the authority for enforcement of the provisions of the Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code to exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio; and

WHEREAS, the said Board of Building Standards has certified the Canal Fulton Building Department to exercise enforcement authority in accordance with the Residential Code of Ohio, effective April 1, 2013, as set forth in said Board's certification; and

WHEREAS, it is necessary in accordance with law to administer and enforce the Residential Code of Ohio within the limits of the city of Canal Fulton; and

NOW THEREFORE BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF CANAL FULTON, STARK COUNTY, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

SECTION I: That Ohio Administrative Code 4101:8- Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the city of Canal Fulton, Ohio.

SECTION II: That this ordinance shall be in full force and effect from and after the earliest period permitted by law following promulgation of the Residential Code of Ohio by the Board of Building Standards through the certification

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No.

5-13

Passed

20

process, adoption and effective date of certification issued by the Ohio Board of Building Standards.

SECTION III: The mayor of the city of Canal Fulton is hereby authorized and directed to sign and submit an application to the Ohio Board of Building Standards requesting said Board to certify the city of Canal Fulton for enforcement of the Residential Code of Ohio.

SECTION IV: This Ordinance is hereby declared to be an emergency measure, the immediate passage of which is necessary for the public health, safety and welfare and for the further reason that said Code must be enforced and administered according to law and particularly pursuant to the requirements of Chapter 3781 of the Revised Code of Ohio; wherefore, this Ordinance shall take effect and be in force immediately upon its passage and effective date of certification issued by the Ohio Board of Building Standards.

SECTION V: The said clerk is further directed to publish this Ordinance.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 2013, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2013, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Dayton Legal Mart, Inc. Form No. 00045

Resolution No.

8-13

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH THE CITY OF MASSILLON, OHIO FOR ENFORCEMENT OF THE RESIDENTIAL CODE OF OHIO WITHIN THE CITY.

WHEREAS, the Council of the City of Canal Fulton, Ohio desires to establish the Canal Fulton, Ohio Building Department, and

WHEREAS, the City of Canal Fulton, Ohio has applied to the Ohio Board of Building Standards for Certification of a Building Department, and

WHEREAS, the City of Canal Fulton, Ohio desires to enter into an agreement with the City of Massillon, Ohio for enforcement of the Residential Code of Ohio.

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

The City of Canal Fulton, Ohio agrees to enter into an agreement with the City of Massillon, Ohio for enforcement of the Residential Code of Ohio within the City pursuant to Agreement attached as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____ 13 duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2013 and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

AGREEMENT FOR RESIDENTIAL BUILDING DEPARTMENTS

THIS AGREEMENT entered into this _____ day of _____, 20__ by and between the Mayor of Canal Fulton, Ohio, acting for and on behalf of the City of Canal Fulton, Ohio, hereinafter referred to as the City and the City of Massillon, Ohio hereinafter referred to as City.

WITNESSETH:

WHEREAS, the City of Canal Fulton, Ohio desires to enforce the Residential Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of residential buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the City of Canal Fulton, Ohio seeks to obtain the authority for enforcement of the provisions of the Residential Code of Ohio through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the City of Massillon Residential Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the City of Canal Fulton Residential Building Department to exercise enforcement authority in accordance with the Residential Code of Ohio, effective April 1, 2013, as set forth in said Board's certification rule; and

WHEREAS, the City of Massillon desires and is willing to administer and enforce the Residential Code of Ohio within the limits of said City of Canal Fulton pursuant to its authority so to do contained in Chapter 3781 of the Revised Code of Ohio and as granted by the Ohio Board of Building Standards; and

WHEREAS, the City of Canal Fulton, Ohio has heretofore agreed through its Mayor and its Clerk to enter into an agreement with the City of Massillon, Ohio for the enforcement of the Residential Code of Ohio within the limits of said City of Canal Fulton; and

WHEREAS, the City of Massillon, Ohio has on the _____ day of _____, 20 __, adopted its resolution authorizing the City of Massillon to enter into said agreement with the City of Canal Fulton, Ohio for the purposes aforesaid;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The City of Canal Fulton hereby grants to the City of Massillon authority to do all things necessary to exercise enforcement authority and to accept and approve plans and specifications and make inspections necessary with the City of Canal Fulton in accordance with the provisions of the Residential Code of Ohio pursuant to Ohio Administrative Code 4101:8 – Residential Code of Ohio as promulgated by the Ohio Board of Building Standards, and shall apply and be enforced within the City of Canal Fulton, Ohio.

2. The City of Massillon accepts the authority and responsibility to carry out the terms of this agreement.

3. The City of Massillon shall have full authority to do all things necessary to administer and enforce the Residential Code of Ohio within the limits of the City of Canal Fulton and in consideration therefore, the City of Massillon shall retain all permit and inspection fees authorized by the State of Ohio for such purposes.

4. The effective date for which the City of Massillon shall begin to perform its duties under the terms of this agreement shall be the date of certification by the Ohio Board of Building Standards, and this agreement shall thereafter continue in full force and effect until either of the parties

shall give written notice to the other and the Board of Building Standards of its intention to terminate the agreement, which may be for any reason, except that this agreement shall not terminate until the effective date of repeal of the rule of conditional certification by the Board of Building Standards.

5. The City of Canal Fulton hereby agrees to hold the City of Massillon harmless from all claims or causes of action of every kind and nature arising from the acts of the City of Massillon, its agents, or employees, or representatives in the administration and enforcement of the Residential Code of Ohio within the limits of said City of Canal Fulton.

6. This agreement shall be deemed to authorize the City of Massillon to administer and enforce for the City of Canal Fulton any amendments or additions to the Residential Code of Ohio hereafter adopted by the Board of Building Standards pursuant to the authority granted by said Board by Chapter 3781 of the Revised Code of Ohio at all times after said Board shall have adopted such amendments or additions.

IN WITNESS WHEREOF, we have hereunto set our hands to this agreement this _____ day of _____, 20__.

SIGNED IN THE PRESENCE OF: CITY OF CANAL FULTON, OHIO

Mayor

Clerk

SIGNED IN THE PRESENCE OF: CITY OF MASSILLON, OHIO

Mayor

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Canal Fulton, Ohio

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Massillon, Ohio

This Instrument prepared by
Scott E. Fellmeth
Attorney at Law.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30813

Ordinance No.

6-13

Passed

20

AN ORDINANCE AUTHORIZING A REQUEST TO THE OHIO BOARD OF BUILDING STANDARDS TO CERTIFY THE CITY OF CANAL FULTON, OHIO FOR ENFORCEMENT OF THE OHIO STATE BUILDING CODES TO EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS, AND MAKE INSPECTIONS.

WHEREAS, the city of Canal Fulton, Ohio desires to enforce the Ohio State Building Codes for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in Section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the city of Canal Fulton, Ohio seeks to obtain the authority for enforcement of the provisions of the Ohio State Building Codes through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code to exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio; and

WHEREAS, the said Board of Building Standards has certified the Canal Fulton Building Department to exercise enforcement authority in accordance with the Ohio State Building Codes, effective April 1, 2013, as set forth in said Board's certification; and

WHEREAS, it is necessary in accordance with law to administer and enforce the Ohio State Building Codes within the limits of the city of Canal Fulton; and

NOW THEREFORE BE IT ORDAINED BY THE LEGISLATIVE AUTHORITY OF THE CITY OF CANAL FULTON, STARK COUNTY, OHIO, TWO-THIRDS OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

SECTION I: That the Ohio State Building Codes as promulgated by the Ohio Board of Building Standards, shall apply and be enforced within the city of Canal Fulton, Ohio.

SECTION II: That this ordinance shall be in full force and effect from and after the earliest period permitted by law following promulgation of the Ohio State Building Codes by the Board of Building Standards through the certification

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No.

6-13

Passed

20

process, adoption and effective date of certification issued by the Ohio Board of Building Standards.

SECTION III: The mayor of the city of Canal Fulton is hereby authorized and directed to sign and submit an application to the Ohio Board of Building Standards requesting said Board to certify the city of Canal Fulton for enforcement of the Ohio State Building Code.

SECTION IV: This Ordinance is hereby declared to be an emergency measure, the immediate passage of which is necessary for the public health, safety and welfare and for the further reason that said Code must be enforced and administered according to law and particularly pursuant to the requirements of Chapter 3781 of the Revised Code of Ohio; wherefore, this Ordinance shall take effect and be in force immediately upon its passage and effective date of certification issued by the Ohio Board of Building Standards.

SECTION V: The said clerk is further directed to publish this Ordinance.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 2013, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2013, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2013, by and between the Mayor of Canal Fulton, Ohio, acting for and on behalf of the City of Canal Fulton, Ohio, hereinafter referred to as the City and the City of Massillon, Ohio hereinafter referred to as City.

WITNESSETH:

WHEREAS, the City of Canal Fulton, Ohio desires to enforce the Ohio State Building Codes for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration, and maintenance of buildings specified in section 3781.06 of the Revised Code of Ohio; and

WHEREAS, the City of Canal Fulton, Ohio seeks to obtain the authority for enforcement of the provisions of the Ohio State Building Codes through certification by the Ohio Board of Building Standards pursuant to Section 3781.10(E) of the Revised Code, with the condition that the City of Massillon Building Department exercise the enforcement authority and accept and approve plans and specifications, and make inspections in accordance with the Residential Code of Ohio;

WHEREAS, the said Board of Building Standards has certified the City of Canal Fulton Building Department to exercise enforcement authority in accordance with the Ohio State Building Codes, effective April 1, 2013, as set forth in said Board's certification rule; and

WHEREAS, the City of Canal Fulton desires and is willing to administer and enforce the Ohio State Building Codes within the limits of said City of Canal Fulton pursuant to its authority so to do contained in Chapter 3781 of the Revised Code of Ohio and as granted by the Ohio Board of Building Standards; and

WHEREAS, the City of Canal Fulton, Ohio has heretofore agreed through its Mayor and its Clerk to enter into an agreement with the City of Massillon, Ohio for the enforcement of the Ohio State Building Codes within the limits of said City of Canal Fulton; and

WHEREAS, the City of Massillon, Ohio has on the _____ day of _____, 20__, adopted its resolution authorizing the City of Massillon to enter into said agreement with the City of Canal Fulton, Ohio for the purposes aforesaid;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The City of Canal Fulton hereby grants to the City of Massillon authority to do all things necessary to exercise enforcement authority and to accept and approve plans and specifications and make inspections necessary with the City of Canal Fulton in accordance with the provisions of the Ohio State Building Codes pursuant to Ohio Administrative Code 4101:1 – the Ohio Building Code; and 4101:2 – the Ohio Mechanical Code, and Ohio Administrative Code 4101:3 – the Ohio Plumbing Code as promulgated by the Ohio Board of Building Standards, and shall apply and be enforced within the City of Canal Fulton, Ohio.
2. The City of Massillon accepts the authority and responsibility to carry out the terms of this agreement.
3. The City of Massillon shall have full authority to do all things necessary to administer and enforce the Ohio State Building Codes within the limits of the City of Canal Fulton and in consideration therefore, the City of Massillon shall retain all permit and inspection fees authorized by the State of Ohio for such purposes.
4. The effective date for which the City of Massillon shall begin to perform its duties under the terms of this agreement shall be the date of certification by the Ohio Board of Building Standards, and this agreement shall thereafter continue in full force and effect until either of the parties

shall give written notice to the other and the Board of Building Standards of its intention to terminate the agreement, which may be for any reason, except that this agreement shall not terminate until the effective date of repeal of the rule of conditional certification by the Board of Building Standards.

5. The City of Canal Fulton hereby agrees to hold the City of Massillon harmless from all claims or causes of action of every kind and nature arising from the acts of the City of Massillon, its agents, or employees, or representatives in the administration and enforcement of the Ohio State Building Codes within the limits of said City of Canal Fulton.

6. This agreement shall be deemed to authorize the City of Massillon to administer and enforce for the City of Canal Fulton any amendments or additions to the Ohio State Building Codes hereafter adopted by the Board of Building Standards pursuant to the authority granted by said Board by Chapter 3781 of the Revised Code of Ohio at all times after said Board shall have adopted such amendments or additions.

IN WITNESS WHEREOF, we have hereunto set our hands to this agreement this _____ day of _____, 20__.

SIGNED IN THE PRESENCE OF: CITY OF CANAL FULTON, OHIO

Mayor

Clerk

SIGNED IN THE PRESENCE OF: CITY OF MASSILLON, OHIO

Mayor

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Canal Fulton, Ohio

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Law Director – City of Massillon, Ohio

This Instrument prepared by
Scott E. Fellmeth
Attorney at Law.

9-13

An Ordinance Amending Ordinance 7-13, and Providing for Supplemental Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2013.

WHEREAS, it is necessary for the City of Canal Fulton to correct previously authorized supplemental appropriations for current expenses and other expenditures for the fiscal year ending December 31, 2013, which were not anticipated or included in Ordinance 7-13, as the City's 2013 Appropriation Ordinance, and

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

Section 1: In order to correct the error in Ordinance 8-13, which incorrectly authorized supplemental appropriations for increased cost of fire dispatching to Fire Fund Personnel Costs instead of Fire Fund Non-Payroll Costs, Council authorizes the following appropriation decrease.

Fire Fund			
Category	Previously Approved	Change	New Appropriations
Personnel Costs	331,825.00	(5,575.00)	326,250.00

Section 2: In order to provide changes in the budgetary needs of the City resulting from the increased cost of fire dispatching by the LOGIC Red Center, Council authorizes the following appropriation increase to be paid from the carryover fund balance.

Fire Fund			
Category	Previously Approved	Change	New Appropriations
Non-Payroll Costs	166,225.00	5,575.00	171,800.00

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

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____, 13, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2013, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof as five of the most public places and in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers, each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

Deven Legal Supp, Inc., Form No. 88042

Resolution No. 9-13

Passed _____ 20____

**UNDER SUSPENSION
OF THE RULES**

**A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON
OHIO TO ENTER INTO A MUTUAL
AGREEMENT FOR TECHNICAL
ASSISTANCE BETWEEN THE CITY
OF CANAL FULTON AND THE STARK
COUNTY, OHIO SOIL AND WATER
CONSERVATION DISTRICT AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Canal Fulton, Ohio recognizes the need for effective relationships in carrying out their mandated responsibilities promulgated by the Ohio EPA as it plans for development, conservation of its environment as well as water quality improvements, and

WHEREAS, The Stark County, Ohio Soil and Water Conservation District has offered to enter into an agreement to facilitate solutions to problems encountered by the City.

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

SECTION 1: The City of Canal Fulton agrees to enter into a mutual agreement for technical assistance with the Stark County, Ohio Soil and Water Conservation District pursuant to proposal attached as Exhibit "A".

SECTION 2: This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising from the need to assure compliance with Ohio EPA requirements wherefore this Resolution shall take effect and be in full force immediately upon its passage.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-13, duly

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 3004

Resolution No. 9-13 Passed _____, 20____

adopted by the Council of the City of Canal Fulton, on the date of _____.
2013, and that publication of the foregoing Resolution was duly made by posting
true and correct copies thereof at five of the most public places in said
corporation as determined by Council as follows: Post Office, Public Library,
Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council
Chambers each for a period of fifteen days, commencing on the ____ day of
_____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

**Mutual Agreement for Technical Assistance
Between the City of Canal Fulton and
Stark County [Ohio] Soil & Water Conservation District**

Upon this _____ day of _____, 20____, this Memorandum of Understanding was entered into, by and between Stark Soil & Water Conservation District, herein referred to as the "District" and the City of Canal Fulton, herein referred to as the "MS4 Operator". This Memorandum will be effective beginning on the date signed and ending when the Ohio EPA NPDES Phase 2 Permit expires on January 29, 2014.

Recognizing the need for effective relationships in carrying out their mandated responsibilities of the Ohio EPA NPDES Phase 2 Permit Sections:

- 3.2.4. Construction Site Storm Water Run-off (MCM 4)
- 3.2.5 Post-Construction Storm Water Quality (MCM 5)

The MS4 Operator and the District accept this agreement as the document, which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the MS4 Operator as it plans for development, conservation of its environment as well as water quality improvements per EPA's mandated requirements.

District Responsibilities:

1. The District will continue to revise and/or update the existing Stark County Storm Water Quality Regulations to ensure compliance with MCM 4 and MCM 5 requirements from the Ohio EPA Phase 2 Small MS4 Permit and Construction General Permit (CGP).
2. The District will review Storm Water Pollution Prevention Plans (SWP3) and inspect all earthmoving projects that will result in the disturbance of one acre or more of land (or less than 1 acre if part of a larger plan of development) per the current Storm Water Quality Regulations and Ohio EPA NPDES Phase 2 Permit.
3. The District will address public complaints pertaining to MCM 4 and MCM 5 by site investigation, letter or phone call.
4. The District will send copies of all inspection reports to the MS4 operator reporting all non-compliant and enforcement sites. Copies of all Post-Construction Maintenance reports will be sent to the MS4 operator as requested, upon completion of the construction project.
5. The District will inspect post construction practices after the permit holder has been informed, in writing, that the Notice of Termination (NOT) can be submitted to OEPA. Post construction inspections will be completed annually and the District will inform the responsible party or parties named in the Long Term Maintenance Plan as well as the MS4

Operator in writing of all required maintenance. The District will require maintenance reports from any entity/operator for any alternative structural BMP (manufactured/alternative/proprietary). If the maintenance items are not completed by the timeline given by the District, the District will notify the MS4 Operator in writing so the MS4 Operator can take the appropriate actions to ensure the "adequate long-term operation and maintenance" of BMP's that discharge to their MS4's system per the MCM 5 requirements of the OEPA NPDES Small MS4 Permit.

6. The District will furnish to the MS4 Operator the information required for their Storm Water Management Program report at the end of every year relating to the MCM 4 and MCM 5 as listed above.
7. The District will offer training materials pertaining to erosion and sediment control and post construction water quality for local officials, staff and Homeowners Associations who will be responsible for long term maintenance of post construction BMP's .

MS4 Operator Responsibilities:

1. Recognize the environmental and economic functions of open spaces such as wetlands, stream corridors, ravines, woodlands, flood plains and open fields as worthy of protection.
2. The MS4 Operator will require verification from the District on any site disturbing 1 acre or more that the Ohio EPA NPDES Permit has been issued and a Storm Water Pollution Prevention Plan has been submitted and approved before a zoning/building permit will be issued.
3. Adopt, apply and enforce District recommendations when the MS4 Operator deems them technically feasible and economically reasonable solutions to resource management and conservation problems. The MS4 Operator recognizes that the District has authority to enforce its recommendations only through the County's Storm Water Quality Regulations. The District depends on the MS4's reliance of the District's recommendations as reasonable and worthy of enforcement through the MS4's existing regulatory process.
4. Direct builders, developers and consultants to the District for assistance on planning, conservation and permitting problems early in the land development and planning cycle.

Agreed Responsibilities:

1. The District and the MS4 Operator will meet annually to review the effectiveness of this agreement, coordinate individual and joint progress and exchange information.
2. The MS4 Operator recognizes the District's obligation to make its report and other written materials available to the public upon request in accordance with the Ohio Public Records Act.

- 3. The MS4 Operator will offer the District a yearly conservation appropriation in the amount of \$3,500.00 for the remaining permit term to support the District's Urban Program. These appropriations will be billed in January of each year and shall be paid within 60 days of receipt. In the event that the MS4 Operator's funding source for compliance with this contract ceases for any reason, the MS4 Operator will notify the District immediately and arrange a meeting to review funding solutions or terminate the MOU.
- 4. This agreement may be amended or terminated at any time by mutual consent of both parties, or terminated by either party giving sixty (60) days' notice in writing to the other.

In witness thereof, this Agreement executed and agreed to on the ___ day of _____, 20__:

City of Canal Fulton

Stark Soil & Water Conservation District

By _____

By _____

Title _____

Title _____

Date _____

Date _____

<p>All services of the District, ODNR and the USDA Natural Resources Conservation Service are offered on a non-discriminatory basis without regard to race, color, national origin, religion, age, marital status or handicap.</p>
--

RECORD OF RESOLUTIONS

Ordinan Legal Blank, Inc., Form No. 00040

Resolution No. 10-13

Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON TO ENTER INTO AN AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LOCUST STREET/PORTAGE STREET PAVEMENT REHABILITATION BIDDING AND CONSTRUCTION.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the Locust Street/Portage Street Pavement Rehabilitation Bidding and Construction, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide the professional engineering services needed to implement and 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 an agreement with CTI Engineers, Inc. to provide professional engineering services for the Locust Street/Portage Street Pavement Rehabilitation Bidding and Construction pursuant to proposal attached as Appendix B and Appendix C.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-13, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2013, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

**APPENDIX B
SUMMARY SCOPE OF SERVICES**

This scope describes the professional engineering services for the Bidding and Construction Phase Services for Locust St. / Portage St. Pavement Rehabilitation Improvements. The project extends from Millfield Road easterly to Lutz Avenue, NW, a length of 3.1 miles.

A. Bidding and Contract Award Services

1. Receive and document technical questions from planholders, potential bidders, suppliers, utility companies, and governmental agencies.
2. Issue addenda, as appropriate, to interpret, clarify, or expand the bidding documents.
3. Attend the bid opening, review the adequacy and accuracy of the bids, and prepare a tabulation of bids.
4. Assist the CLIENT in evaluating the proposals.
 - a. Consult with and advise the CLIENT as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
 - b. Consult with the CLIENT and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contract is allowed by the bidding documents.
4. Prepare a recommendation of award, and assist the CLIENT with assembling and awarding the contract(s).

B. Construction Phase Services

1. Conduct one (1) pre-construction meeting and provide meeting minutes.
2. Provide shop drawing reviews for all submitted items.
3. Provide full-time and part-time on-site construction observation at intervals relevant to the scope and progress of the construction, up to a maximum of two hundred eighty (280) on-site hours.
4. Review contractor change order and payment applications, and make recommendation for approval to the CLIENT and/or County. Prepare OPWC applications for change or payment for processing by the CLIENT. Determine the final cost split for the CLIENT and the County.
5. The full scope of the Construction Phase Services is detailed in Appendix C.

C. 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, and additional data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
3. Acquire all land, easements, and rights-of-way as required for the project.
4. 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.
5. Examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
6. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
7. 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.
8. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.

**APPENDIX C
DETAILED SCOPE OF CONSTRUCTION PHASE SERVICES**

A. CTI Responsibilities

1. *General Administration of Construction Contract.* CTI will consult with and advise CLIENT and act as CLIENT's representative as provided in the General Conditions of the construction contract, except as modified herein. The extent and limitations of the duties, responsibilities, and authority of CTI as assigned in said General Conditions will not be further modified, except as CTI may otherwise agree in writing. All of the CLIENT's instructions to Contractor will be issued through CTI who will have authority to act on behalf of the CLIENT to the extent provided in said General Conditions, except as otherwise provided in writing.
2. *Visits to Site and Observation of Construction.* In connection with observations of the work of Contractor while it is in progress:
 - a. CTI will make visits to the site at intervals appropriate to the various stages of construction as CTI deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. CTI will provide the services of a Resident Project Representative at the site to assist the CLIENT and to provide more continuous observation of such work. Based on information obtained during such visits and on such observations, CTI will endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and CTI will keep the CLIENT informed of the progress of the work.
 - b. The Resident Project Representative (RPR) and any assistants will be CTI's employee or agent and under CTI's supervision. The duties and responsibilities of the RPR are described later in this Scope of Services.
 - c. The purpose of CTI's visits to and representation of the RPR (and assistants, if any) at the site will be to enable CTI to better carry out the duties and responsibilities assigned to and undertaken by CTI during the Construction Phase, and, in addition, by exercise of CTI's efforts as an experienced and qualified design professional, to provide for the CLIENT a greater degree of confidence that the completed work of the Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. On the other hand, CTI will not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work, nor will CTI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions and programs incidental to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Accordingly, CTI can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for the Contractor's failure to furnish and perform the work in accordance with the Contract Documents.

3. **Defective Work.** During such visits and on the basis of such observations, CTI may disapprove of or reject the Contractor's work while it is in progress if CTI believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.
4. **Interpretations and Clarifications.** CTI will issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.
5. **Shop Drawings.** CTI will review (or take other appropriate action in respect to) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which the Contractor is required to submit, but only for general conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.
6. **Substitutes.** CTI will evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor, but subject to the provision of Paragraph 2 of Section E "Required Additional Services."
7. **Inspections and Tests.** CTI will have authority, as the CLIENT's representative, to require special inspection or testing of the work and will receive and review all certificates of inspections, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
8. **Disputes between CLIENT and Contractor.** At the request of the CLIENT, CTI will act as an interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the CLIENT and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. CTI will not be liable for the results of any such interpretations or decisions rendered in good faith.
9. **Applications for Payment.** Based on CTI's on-site observations as an experienced and qualified design professional, on information provided by the RPR and on review of applications for payment and the accompanying data and schedules:

- a. CTI will determine the amounts owing to the Contractor and recommend in writing payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of CTI's knowledge, information, and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion and to the results of any subsequent tests called for in the Contract Documents). In the case of unit price work, CTI's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, CTI will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by CTI to check the quality or quantity of the Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to CTI in this Agreement. CTI's review of the Contractor's work for the purposes of recommending payment will not impose on CTI responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incidental thereto or Contractor compliance with laws, rules, regulations, ordinances, codes, or orders applicable to furnishing and performing the work. It will also not impose responsibility on CTI to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the CLIENT free and clear of any lien, claims, security interest, or encumbrances, or that there may not be other matters at issue between the CLIENT and the Contractor that might affect the amount that should be paid.
10. **Contractor's Completion Documents.** The CLIENT will receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, tests, and acceptance, which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and acceptance of the results certified indicate compliance with, the Contract Documents).
11. **Inspections.** CTI will conduct a visual inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so CTI may recommend, in writing, final payment to the Contractor and may give written notice to the CLIENT and the Contractor that the work is

acceptable, subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed.

12. **Project Meetings.** CTI will attend all project-related meetings and conferences with the CLIENT, Contractor(s), and other applicable parties.
13. **Record Drawings.** Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the CLIENT.
14. **Limitation of Responsibilities.** CTI will not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except CTI's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in Paragraphs 1 through 13, inclusive, will be construed to release CTI from liability for failure to properly perform duties and responsibilities assumed by CTI under this Agreement.

B. Resident Project Representation

CTI will furnish a Resident Project Representative (RPR) to observe performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, CTI will endeavor to provide further protection for the CLIENT against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make CTI responsible for or give CTI control over construction means, methods, techniques, sequences, or procedures or for safety precautions or programs, or responsibility for the Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of CTI in CTI's agreement with the CLIENT and in the Contract Documents, and are further limited and described as follows:

1. General

The RPR is CTI's agent at the site, will act as directed by and under the supervision of CTI, and will confer with CTI regarding the RPR's actions. The RPR's dealings in matters pertaining to the on-site work will in general be with CTI and the Contractor, keeping the CLIENT advised as necessary. The RPR's dealings with subcontractors will only be through or with the full knowledge and approval of the Contractor. The RPR will generally communicate with the CLIENT with the knowledge of and under the direction of CTI.

2. Duties and Responsibilities of RPR

- a. **Schedules.** Review any revisions to the progress schedule proposed by the Contractor, and consult with the CLIENT concerning acceptability.

- b. **Conferences and Meetings.** Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings. CTI will prepare and circulate copies of minutes thereof.
- c. **Liaison:**
 - (1) Serve as the CLIENT's liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents.
 - (2) Assist in obtaining from the CLIENT additional details or information, when required for proper execution of the work.
- d. **Shop Drawings and Samples:**
 - (1) Receive and record date of samples which are furnished at the site by the Contractor, and notify all applicable parties of availability of samples for examination.
 - (2) Advise CTI, the CLIENT and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the CLIENT.
- e. **Review of Work, Rejection of Defective Work, Inspections, and Tests:**
 - (1) Conduct on-site observations of the work in progress to assist the CLIENT in determining if the work is in general proceeding in accordance with the Contract Documents.
 - (2) Report to the CLIENT whenever the RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made; and advise the CLIENT of work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - (3) Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof; and observe, record, and report to the CLIENT appropriate details relative to the test procedures and start-ups.
 - (4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to the CLIENT.
- f. **Interpretation of Contract Documents.** Report to CLIENT when clarifications and interpretations of the Contract Documents are needed

- and transmit to the Contractor clarifications and interpretations as issued by the CLIENT.
- g. **Modifications.** Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPP's recommendations to the CLIENT. Transmit to the Contractor decisions as issued by the CLIENT.
- h. **Records:**
- (1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the CLIENT's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.
 - (2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CLIENT.
 - (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.
- i. **Reports:**
- (1) Furnish the CLIENT periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (2) Consult with the CLIENT in advance of scheduled major tests, inspections, or start of important phases of the work.
 - (3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to the CLIENT change orders, work directive changes, and field orders.
 - (4) Report immediately to GTI and the CLIENT upon the occurrence of any accident.
- j. **Payment Requests.** Review applications for payment with the Contractor for compliance with the approved completed quantities and forward with recommendations to the CLIENT, noting particularly the relationship of the payment requested to the schedule of values, work completed and

materials and equipment delivered at the site but not incorporated in the work.

- k. **Certificates, Maintenance, and Operation Manuals.** During the course of the work, verify that certificates, maintenance, and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the CLIENT prior to final payment for the work.
- l. **Completion:**
 - (1) Before the CLIENT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
 - (2) Conduct final inspection in the company of the CLIENT and Contractor and prepare a final list of items to be completed or corrected.
 - (3) Observe that all items on the final list have been completed or corrected and make recommendations to the CLIENT concerning acceptance.

3. **Limitations of Authority**

The RPR:

- a. Will not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless recommended by CTI and authorized by the CLIENT.
- b. Will not exceed limitations of CTI's authority as set forth in the Agreement or the Contract Documents.
- c. Will not undertake any of the responsibilities of the Contractor, subcontractors, or the Contractor's superintendent.
- d. Will not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.
- f. Will not accept shop drawing or sample submittals from anyone other than the Contractor.
- g. Will not authorize the CLIENT to occupy the project in whole or in part.

- h. Will not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CLIENT.

C. Additional Services Requiring Authorization in Advance

If authorized in writing by the CLIENT, CTI will furnish or obtain from others Additional Services of the types listed in the following paragraphs. These services are not included as part of Basic Services.

1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CLIENT.
2. Services resulting from significant changes in the general scope, extent, or character of the project or its design including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction method or financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, or documents, or are due to any other causes beyond CTI's control.
3. Providing renderings or models for the CLIENT's use.
4. Preparing documents for alternate bids requested by the CLIENT for Contractor's work which is not executed or documents for out-of-sequence work.
5. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CLIENT in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the CLIENT.
6. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in Paragraph 4 of "Required Additional Services" when the CLIENT employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of Section E "Required Additional Services."
7. If CTI's compensation is on the basis of a lump sum or cost-plus a fixed fee method of payment, services resulting from the award of more separate prime contracts for construction, materials, or equipment for the project than are originally contemplated.
8. Services during out-of-town travel required of CTI other than visits to the site or the CLIENT's office.

9. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
10. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property and field surveys for purposes of redesign or changes in alignment.
11. Preparing to serve or serving as a consultant or witness for the CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the project (except for assistance in consultations which is included as part of Basic Services).
12. Providing extensive lead paint abatement.
13. Providing asbestos surveys, investigations, or abatement.
14. Providing investigations, removal, closure, or mitigation of underground storage tanks.
15. Providing wetlands surveys, delineation, investigations, or mapping.
16. Providing investigations, sampling, remediation or removal of any unanticipated hazardous materials.
17. Additional services in connection with the project, including services which are to be furnished by the CLIENT and services not otherwise provided for in this Scope of Services.

D. Required Additional Services

When required by the Contract Documents in circumstances beyond CTI's control, CTI will furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from the CLIENT, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the CLIENT promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the CLIENT if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
2. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by the Contractor.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of

defective or neglected work of any Contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any Contractor.

5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the project by the CLIENT prior to substantial completion.
6. Evaluating an unreasonable or extensive number of claims submitted by the Contractor or others in connection with the work.

E. Periods of Service

1. The provisions of this section and the various rates of compensation for CTI's services provided for elsewhere in this Scope of Services have been agreed to in anticipation of the orderly and continuous progress of the project through completion of the Construction Phase.
2. The construction phase will commence with the execution of the first prime contract to be executed for the work of the project or any part thereof, and will terminate upon written recommendation by CTI of final payment on the last prime contract to be completed.
3. If the CLIENT has requested significant modifications or changes in the general scope, extent, or character of the project, the time of performance of CTI's services will be adjusted equitably.
4. The periods of service under the construction phase are based upon the construction contract time as shown in the bidding and contract documents. If the Contractor fails to substantially complete the project within the original contract time and the CLIENT desires CTI to extend the construction phase, the not-to-exceed amount for construction phase services provided for elsewhere in this Agreement will be subject to equitable adjustment.
5. If CTI's services during construction of the project are delayed or suspended in whole or in part by the CLIENT for more than 1 year for reasons beyond CTI's control, the various rates of compensation provided for elsewhere in this Agreement will be subject to equitable adjustment.
6. In the event that the CLIENT authorizes CTI to extend construction phase services or resident project representation beyond the expiration of the original construction contract time, the following conditions shall apply:
 - a. Compensation for the extended services shall not be conditional upon the CLIENT's collection of liquidated damages from the Contractor.
 - b. The CLIENT shall indemnify, defend, and hold harmless CTI, its officers, employees, and agents from and against all claims for economic loss by the Contractor initiated in response to the CLIENT's decision to seek liquidated damages from the Contractor for violation of contract time.

PURCHASE ORDER

BILL TO:

City of Canal Fulton

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

PO. NUMBER: RG007680
 PO. DATE: 02/05/13
 DEPARTMENT: SEWER
 CREATED BY:
 VENDOR NO.: 00092

DELIVER TO:

CANAL FULTON WASTE WATER
 TREATMENT PLANT
 5500 BUTTERBRIDGE ROAD
 CANAL FULTON, OH 44614

VENDOR:

OHIO DRILLING CO INC
 PO BOX 847
 MASSILLON, OH 44648-0847

ACCOUNT NUMBER	AMOUNT
351.330.5730	\$12,000.00
351.330.5690	\$1,000.00

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

FEDERAL ID # 13-600049B

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		CLEAN WWTP WELL AND REPLACE PUMP CLEAN WELL REPLACE PUMP (IF NEEDED)		\$8,000.00 \$5,000.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / ____		
		ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$13,000.00

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

CLERK'S CERTIFICATE

I am hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been fully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director _____ Date _____ City Manager _____ Date _____

BILL TO:



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

PURCHASE ORDER

PO. NUMBER RG007692
PO. DATE 02/07/13
DEPARTMENT STREET
CREATED BY
VENDOR NO. 00649

DELIVER TO:

CANAL FULTON STREET DEPT
155 EAST MARKET ST
CANAL FULTON, OH 44614

VENDOR:

CARGILL, INC
P.O. BOX 415927
BOSTON, MA 02241-5927

ACCOUNT NUMBER	AMOUNT
204.360.5630	\$2,000.00
206.360.5630	\$8,000.00

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

FEDERAL ID #34-5000198

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ROAD SALT		\$10,000.00
ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$10,000.00

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

CLERK'S CERTIFICATE

I am hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager

Date

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

PURCHASE ORDER

BILL TO:

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

PO. NUMBER RG007694
 PO. DATE 02/10/13
 DEPARTMENT FINANCE
 CREATED BY
 VENDOR NO. 00557

DELIVER TO:

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

VENDOR:

AUDITOR OF STATE
 ACCTS RECEIVABLE OFFICE
 P O BOX 711825
 CINCINNATI OH 45271-1825

ACCOUNT NUMBER	AMOUNT
101.130.5370	\$4,200.00
541.310.5370	\$2,900.00
551.330.5370	\$2,900.00

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

FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		GAAP CONVERSIION FOR FY 2012 NOTE: AMOUNT IS THE CONTRACT MAXIMUM ACTUAL FY2011 COST = \$3,425.00 THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____		\$10,000.00
		ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$10,000.00

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

CLERK'S CERTIFICATE

I hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s).
 I am free from any obligation or certification now outstanding.

Finance Director _____ Date _____ City Manager _____ Date _____

PURCHASE ORDER

BILL TO:



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

PO. NUMBER: RG007697
 PO. DATE: 02/11/13
 DEPARTMENT: POLICE
 CREATED BY:
 VENDOR NO.: 02636

DELIVER TO:

CANAL FULTON POLICE DEPT
 1165 S. LOCUST ST
 CANAL FULTON, OH 44614

VENDOR:

DELL INC
 1200 E CAMPBELL RD, STE 108
 REFERENCE BOX 676032
 RICHARDSON, TX 75081

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

FEDERAL ID #33-6000498

ACCOUNT NUMBER	AMOUNT
391.250.5710	\$3,275.20

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
5	EA	POLICE DEPT COMPUTERS THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		\$3,275.20
ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$3,275.20

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

CLERK'S CERTIFICATE

I hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), free from any obligation or certification now outstanding.

Finance Director _____ Date _____ City Manager _____ Date _____

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