CITY OF CANAL FULTON
CITY COUNCIL MEETING AGENDA
March 4, 2014

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **REPORTS OF STANDING COMMITTEES**

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

6. **Swearing In Part-Time Police Officer**

   Chad Hinds

7. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**
   - February 18, 2014

8. **REPORTS OF ADMINISTRATIVE OFFICERS**
   - Senior Citizens
   - Community Service
   - Fire Chief
   - Police Chief – Yearly Report
   - Engineer/Streets/Public Utilities
   - Finance Director
   - City Manager

     Canal Boat Operations Agreement
   - Mayor
   - Parks & Recreation Board
   - Law Director

9. **THIRD READINGS**

   TABLED Resolution 1:14: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street Sanitary Sewer and Waterline Extension and Declaring an Emergency.

   Ordinance 2-14: An Ordinance Amending Ordinance 31-13, and Providing for Changes to Previously Authorized but Not Yet Executed Transfers

10. **SECOND READINGS**

    Resolution 3-14: A Resolution By the Council of the City of Canal Fulton, Ohio to enter into a Memorandum of Understanding for the Technical Assistance Between the City for Canal Fulton and the Stark County, Ohio Soil and Water Conservation District.

    Ordinance 5-14: An Ordinance Amending Ordinance 9-13, Rates of Pay for Full-time Non-bargaining Employees, and Repealing Any Ordinances in Conflict Therewith.

11. **FIRST READINGS**

    Resolution 7-14: An Resolution by the Council of the City of Canal Fulton, Ohio to enter into a Contract with Teamster Local 24, AFL/CIO Retroactive to January 1, 2014 and Declaring an Emergency.

    Ordinance 7-14: An Ordinance Establishing a Video Service Provider fee to be Paid by and Video Service Provider Offering Video Service in the City of Canal Fulton, Ohio and Authorizing the Mayor to Five Notice to the Video Service Provider of the Video Service Provider Fee and Declaring and Emergency.

12. **P.O.s**

    P.O. 9172: to First Merit Bank in the amount of $20,582.00 for 2012 International Chassis Cab Lease Payment.

    P.O. 9166: to Massillon Law Department in the amount of $25,200.00 for Prosecutor Legal Services.

13. **BILLS**

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

15. **REPORT OF PRESIDENT PRO TEMPORE**

16. **REPORT OF SPECIAL COMMITTEES**

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

18. **ADJOURNMENT**

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
February 18, 2014

CALL TO ORDER

The meeting was called to order by Mayor Richard Harbaugh at 7:00pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor/Council Members Present: Richard Harbaugh, Linda Zahirsky, Scott Svab, Danny Losch, Sean Craney, Sue Mayberry and Nellie Cihon.

Others Present: City Manager Mark Cozy, Council Clerk Teresa Dolan, Service Director Dan Mayberry, Finance Director William Rouse, Police Chief Doug Swartz, Fire Chief Ray Durkee.

Others Present: Chell Rossi, Earl Minks, Jim Deans, Joan Porter

REPORTS OF STANDING COMMITTEES

Danny Losch reported on the Safety Committee that met prior to the Council Meeting. Danny Losch was elected Chair. Discussion included a Steering Committee for the Joint Police Study. Rochelle Rossi will be participating as a committee member. The committee will consist of 12 members. The study will take approximately a year and a half.

Linda Zahirsky reported on the Personnel/Rules Committee that met on February 11, 2014. Discussion included Council Rules, which the committee did not get to discuss, and the committee went into executive session to discuss non-bargaining salaries for certain positions.

A motion was made to hold a Personnel/Rules Committee meeting on February 25, 2014 at 6:00 PM to discuss Council Rules, salaries and any other business deemed necessary under the Personnel/Rules Committee by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Scott Svab reported on the Public Hearing in regards to the YMCA held on February 11, 2014. The meeting was well attended. There were questions in regards to the entrance, acreage, amenities and possible trail linkage to Ohio Erie Canal.

Linda Zahirsky stated that Sue Mayberry asked about the money that we received from Lindsey Concrete. The purpose was to make sure that the area close to them would be a parking lot, so that they could use it. Mr. Cozy said the money was a deed restriction. Basically if we did not use it for a park, not economic development that we would not get that parcel of land across the street.

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

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

February 4, 2014

A motion was made to approve the February 4 Meeting Minutes by Nellie Cihon, second by Scott Svab.

On Page 3 under second readings, Mrs. Mayberry asked that a sentence that she stated "Mrs. Mayberry said we're going forward without that is not premature on our part at this time." To make it a question mark rather than a period.

All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No Report

Community Service – Written Report included in the packet.

Fire Chief – Written Report included in the packet. Fire Chief Ray Durkee congratulated Patrolman John Barabasch on his recent award of Stark County Community Officer of the Year. The Explorers participated in the Jackson Fire Expo. They were able to earn some money for their program. The feedback we get about our program is great and they are held at a pretty high extreme.

March 2 through March 8 is Spring Severe Weather Awareness Week. Tornado sirens will be sounding on March 5, 2014 at 9:50am.

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
February 18, 2014

Police Chief – Written Report included in the packet. Police Chief Doug Swartz thanked all that attended and supported John Barabasch in his award of Stark County Community Officer of the Year at the Crime Prevention Breakfast. It was great publicity for Canal Fulton Police Department.

Brimfield Police Department showcased Canal Fulton Police Department on their Facebook page. In doing had within nine hours we had 1,500 people join our Facebook page. Brimfield has one of the best followings. We put out a lot of press on our page and now we have a global following.

Josh Barabasch and Rob Stetka went to the library and held a self-defense class for the library and their staff. This is the second year for the class. One of the librarians last year actually used what she learned in the class in an incident. Our officers our doing great things. The Chief said he is proud of everybody for what they do and they appreciate the good press that they get. The annual report will be done for the next council meeting.

Chief Swartz said he will have a part time officer, Chad Hinds, to swear in at the next council meeting.

Engineer/Streets/Public Utilities – Service Director Dan Mayberry included a Written Report in the packet.

Mr. Mayberry reported that today at the Waste Water Treatment Plant the roof at the grit building collapsed. Council might recall that about a year ago we had problems and had the roof trusses secured. Recently Council was asked to approve a purchase order for $3,000.00 to have the gussets on the webbing reinforced with wolmanized lumber. That will not be necessary any longer due to the collapse. There were no employees in the building at the time of the collapse. The purchase order to PEM Properties will be used for clean up if Council approves to pay for dumpsters and remove debris from the building. That will be started tomorrow with our force. They situation will be assessed and we can see how much additional labor we may need and go from there. The building will be evaluated and they will decide that. The power has been shut off and is safe for our workers. Everything is down, so we do not have to worry about any additional collapse. Mr. Mayberry said it was unfortunate and he would work with CTI to reevaluate and see what they can do to salvage the pole building frame that is there and incorporate it in to a smaller structure and hopefully go more open air at the site. Having that grit tank inside a building is not going to improve or cause any type of odor problems at the waste water plant that it does not already. That building burned down about fourteen years ago and it collapsing now is just a hostile environment with the moisture and the sulfide gas inside the building. There is no sense in us butting our heads against the wall. We have to come up with another solution.

Mr. Svab asked if the insurance was going to cover this. Mr. Mayberry said we were down that avenue, and the insurance felt that the structure was deficient in its design and application, considering all the moisture it was exposed to year round. Mr. Svab asked if CTI engineered the restructure of the reinforcement of the gussets. Mr. Mayberry said no, that was done by carpenters. Mr. Svab said he meant what was planned on fixing. Mr. Mayberry said no, that was contemplated amongst contractors as to how we should go about trying to save the building as it was. Mr. Svab asked why they didn't come in and do this when the purchase order was done. Mr. Mayberry said scheduling, that is all he could say. Mr. Svab asked how much he was thinking it was going to cost to fix the building. Mr. Mayberry said he had no idea yet. Mr. Svab said $30-40,000, and Mr. Mayberry said he didn't want guess as to what it would be.

Finance Director – January Financials were included in the packet. Finance Director William Rouse stated that the two branches of the Auditor of State's Office that we use are now in full force. The local government services division that helps to compile the annual financial statements started last week. They have indicated that progress is going very well. They will finish around the end of March. The financial auditors will be in town on Thursday to start the audit. The first phase they will be here for about four weeks.

Mr. Rouse stated that the annual worker's compensation invoice was paid last week and we had a slight rate reduction. The final bill was about $32,000, budgeted was $41,000.

In the January financials income taxes are up about one percent. The ending unencumbered fund balances may look odd. Big ticket items are designed to cover our expenses for a twelve month period, but there has only been one month of revenue coming in at this point. As the year progresses they will normalize.

A motion was made to accept the January financials by Linda Zahirsky, second by Scott Svab. All Council Members voted yes. Motion approved.

City Manager – The City Manager included a report in the packet.

City Manager Mark Cozy reported that as of today he still did not have the signatures for the Locust Street Water/Sewer Project. He did have our Engineer give us a spreadsheet, and with the signatures in hand, including Mr. Vandeberg and Mr. Gessaman, we have a majority. All we need are those two signatures and we can move on the project. The legislation is a third reading tonight, if Council does not feel confident the legislation can be tabled.

Mentioned in the report was the Ohio Erie Canalway Association grant opportunity that we have. Mr. Cozy received a proposal from Environmental Design Group to identify an off road trail from the Puffenberger property down to the Towpath Trail. The price for the study is $8,900.00. Mr. Cozy said he loved the idea but didn't know if it was worth the money.

Mr. Cozy said he also received a proposal. Jim Guest from the Heritage Society has been doing some research on providing some sort of structure over the St. Helena Canal Boat. It has been a constant issue for the City in putting money towards keeping a fresh coat of paint on the boat. The weather is terrible on the boat, along with vandalism. Mr. Guest has talked to different engineering firms and it looks like it would cost around eight to nine thousand dollars to do an engineering plan, mainly because the boat sits in the flood plain. There is permitting issues. If we apply and get the grant it would pay for half. What we are up against with the grant is the deadline was two months ago. We submitted an application to replace the bridge at the dry dock. The metal hardware is corroded. Bob Fonte informed Mr. Cozy that they are going to repair or replace the bridge as an in-house project. Mr. Cozy would like a motion from Council tonight to apply for the OECA grant.

Mrs. Mayberry asked how much is it going to take for the protection of the boat. Mr. Cozy said the estimate that he had from Mr. Guest is for about $30,000. That would include a roof, concrete pad underneath, and a protecting fence around. Some kind of structure to keep birds from flying in the structure to build nests also. Mr. Cozy said it would be an involved process, because whatever structure gets built, it needs to go through the HPC, Planning Commission and Council. Whatever design is done has to go through committees before we could get a finalized plan. We also have to see about the floodway. Mr. Losch asked who owned the boat. Mr. Cozy replied that the City does. Mrs. Cihon asked where we would put the boat if we had to move it. Mr. Mayberry said that we would have to choose a site and maybe move it closer to the park road entrance.

Mrs. Mayberry said she thought if they had questions, then approving a grant right now is premature. Mr. Cozy said that the grant for the study would include the engineering design where the questions would have to be addressed. That is the purpose of this. The whole site would be researched.

Mr. Craney asked if this would give the public access to the boat again. Mr. Cozy said that is the idea. Rochelle Rossi said the Heritage Society had plans to put a museum in the boat. It that would be done the boat would need turned around. Mrs. Rossi said there were drawings made. Mr. Mayberry stated that access to the boat should be under a controlled condition.

Mr. Losch said he would like to see the boat relocated instead of a structure to cover it with the money.

A motion was made to allow the City Manager to apply for the OECA Grant by Linda Zahirsky, second by Sean Craney. Danny Losch voted no. All other Council Members voted yes. Motion approved.

Mr. Cozy said that today he received by fax a signed tentative agreement from the Teamsters. Mr. Cozy asked for a motion to draft legislation with emergency clause attached to approve the Union Contract with the Teamsters.

A motion was made to have the City Manager draft the contract for the Teamsters with the terms and conditions that they signed and agreed by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion Approved.

Mr. Cozy reported on the Park Board Meeting. The Park Board passed two motions. One motion was made to support the YMCA on the Puffenberger Property which they called Canal Fulton City Park. The Park Board did pass a motion within the last several years to call that property Canal Fulton City Park. Mr. Cozy asked if Council was in a position to pass a motion to approve the YMCA at the Canal Fulton City Park.

Scott Svab said he would like to have another public hearing on it. Mr. Craney said he felt that it had been discussed enough. Mr. Cozy asked where else would it be located. Mr. Svab said if they said yes, money would be asked for an engineering study. That was the next point. Mr. Cozy said absolutely. Mrs. Zahirsky asked if it was a conflict for Board Members from the YMCA to vote on that issue here. Mr. Fellmeth said it would be better off to abstain. Mr. Craney said at the last public meeting everyone was in favor. Mr. Craney said he would like to see the motion put in there to push it forward; he would like to use the YMCA before he dies. Mr. Cozy said he was not going to ask for a voice motion to approve any kind of proposal for the engineering plan, what he wants is an endorsement.

Mrs. Mayberry asked how many acres is the property. Sean Craney said it was twenty six. Mr. Cozy said five acres donated. Mrs. Mayberry asked how much was buildable and how much was swamp. Mr. Cozy said the five acres. Mrs. Mayberry said the frontage that involves Lindsey Concrete is six to seven acres. Is Lindsey aware of what we want to do there? Mr. Cozy said yes, he wants that park. Mrs. Mayberry asked if he knew about the YMCA. Mr. Cozy said he has never talked to him specifically about that. Mrs. Mayberry asked if Lindsey considered the YMCA a feasible addition there, or will he not be happy with the YMCA. Mr. Cozy said deed restriction is that he does not want houses there because of his operation. He did not want people complaining about his operation. Mrs.

Mayberry said so that issue would not cause a problem with Mr. Lindsey. Mrs. Mayberry asked how much the YMCA would take up. Mr. Craney said about five acres. Mr. Losch asked if that was for building and parking. Mr. Svab asked if we knew that for a fact and if that was in the study. Mrs. Zahirsky said she thought so. Mr. Cozy said that was standard. Mrs. Mayberry said that would leave us a balance of about fourteen acres to use for driveways and park and other amenities we would like to use in a park. Mr. Craney said the wetland can be used for trails. Mr. Losch said he wanted to remind folks that we had plans in hand, that we paid a lot of money for, for a park prior to the YMCA plan. Mr. Losch said if we were going to pay any more money towards study we would definitely want to use those plans as part of it. MR. Losch said he thought that was the most favorable place for the YMCA.

Mrs. Mayberry said they had also talked about any liability with how they were going to offer the land. Mrs. Zahirsky said they had not talked about that. Mr. Craney said we are not to that point. Mrs. Mayberry said if we commit the land, we are committing to something. Mr. Craney said this wasn't committing the land this was just saying we were in favor of using the land. It is not completely committing the land at all. It is saying that we like it too. Mr. Svab said we do like it, but he would like to hear what the resident's viewpoint before he commits.

Mayor Harbaugh asked if the YMCA would have the choice as to where it would sit on the land. Mr. Cozy said no, that should be the City's decision. That is why we want to do the study and have it be our study, and we decide where the YMCA goes. Mr. Cozy explained that there would be several different variations with the YMCA location on the property. This is a huge decision, but a huge opportunity in front of us. Mr. Cozy stated that the engineering firm would have public meetings and the YMCA board will be there. Mrs. Zahirsky stated that we are the ultimate ones to decide.

Mrs. Mayberry asked if we were paying for the revisit to the past study or is the YMCA going to participate to some of the study to add the YMCA to what we already had set up in 2006 and paid $13,000 for. Mr. Svab said why can't we look into another vendor other than EDG? Mr. Cozy said we can. Mr. Cozy stated that the original proposal to revise the study was $7,200.00. Mr. Cozy said he asked then to revise the proposal because they also wanted to do some trail connections to the property across the street with Longview and the adjacent neighborhoods, now the price has gone up to $8,900.00. Mr. Losch said so you are going to go $8,900.00 on a proposed program for twenty some acres, but you are going to go ahead and spend $9,000.00 for a cover on a boat?

A motion was made to move forward with approving the YMCA to be put on the Canal Fulton City Park land by Danny Losch, second by Linda Zahirsky. Sean Craney abstained from the vote. All other Council Members voted yes. Motion approved.

Report of Mayor

Mayor Harbaugh asked for appointments to be made to several committees and boards.

A motion was made to waive Rule 17 by Sean Craney, second by Scott Svab. All Council Members voted yes. Motion approved.

Income Tax Board of Review Appt – Bob Schaeffer

A motion was made to appoint Bob Schaeffer to the Income Tax Board of Review by Scott Svab, second by Sue Mayberry. All Council Members voted yes. Motion Approved.

Civil Service Appt – Ron Fallert

A motion was made to appoint Ron Fallert to the Civil Service Commission by Scott Svab, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Planning Commission Appts – Don Schwendiman & John Workman

A motion as made to appoint Don Schwendiman to the Planning Commission by Nellie Cihon, second by Scott Svab. All Council Members voted yes. Motion approved.

A motion was made to appoint John Workman to the Planning Commission by Nellie Cihon, second by Sue Mayberry. All Council Members voted yes. Motion approved.

Historical Planning Commission Appts – Hal Hardie and John Workman

A motion was made to appoint Hal Hardie to the Historical Planning Commission by Danny Losch, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

A motion was made to appoint John Workman to the Historical Planning Commission by Sue Mayberry, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Parks & Recreation Board - No Report

Law Director – Law Director Scott Fellmeth recommended that Resolution 2-14 be tabled. Mr. Fellmeth also reported on the barricade to the plaza that Bob Lockhart owns. CBN enterprises did not come forward with their half that they were going to contribute for legal services. Council was originally $1,500.00 to investigate. CBN waited for the City to commit to it. Legally Mr. Fellmeth recommended

that we do not go forward with the expenditure. It is Mr. Fellmeth's opinion that we do not have a prescriptive easement on that property and he would suggest not going forward with it.

A motion was made to withdrawal the ordinance to spend $1,500 on the investigation of the prescriptive easement by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

THIRD READINGS

Resolution 1:14: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street Sanitary Sewer and Waterline Extension and Declaring an Emergency.

A motion was made to table Resolution 1:14 by Danny Losch, second by Scott Svab. All Council members voted yes. Motion approved.

SECOND READINGS

Ordinance 2-14: An Ordinance Amending Ordinance 31-13, and Providing for Changes to Previously Authorized but Not Yet Executed Transfers

FIRST READINGS

Resolution 3-14: A Resolution By the Council of the City of Canal Fulton, Ohio to enter into a Memorandum of Understanding for the Technical Assistance Between the City for Canal Fulton and the Stark County, Ohio Soil and Water Conservation District.

Ordinance 5-14: An Ordinance Amending Ordinance 9-13, Rates of Pay for Full-time Non-bargaining Employees, and Repealing Any Ordinances in Conflict Therewith.

Resolution 4-14: A Resolution by the Council of the City of Canal Fulton Ohio to enter into a Contract with the City of Massillon, Ohio Law Department Providing for Prosecution of Criminal and Traffic Offenders in the Massillon Municipal Court and Performance of Other Related Traffic and Criminal Legal Services for Canal Fulton, Ohio and Declaring an Emergency

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

A motion was made to pass Resolution 4-14 under suspension of the rules by Sue Mayberry, second by Danny Losch. All Council Members voted yes. Motion approved.

Ordinance 6-14: An Ordinance Amending Ordinance 31-13, 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, 2014.

Scott Svab commended Fire Chief Ray Durkee on applying for the BWC grant.

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

A motion was made to pass Ordinance 6-14 under suspension of the rules by Scott Svab, second by Danny Losch. All Council Members voted yes. Motion approved.

P.O.s

P.O. 9164: to Stryker Medical Co. in the amount of $31,604.32 for Powered Lift Cots $7,901.08 Local Match and 23,703.24 Ohio BWC Grant City's Match to Ohio Bureau of Worker's

A motion was made to approve P.O. 9164 by Danny Losch, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 9151: to Cargill, Inc. in the amount of $20,000.00 for Road Salt

A motion was made to approve P.O. 9151 by Nellie Cihon, second by Scott Svab. All Council Members voted yes. Motion approved

P.O. 9153: to Huntington National Bank in the Amount of $45,906.25 for Northwest Schools Waterline

A motion was made to approve P.O. 9153 by Sean Craney, second by Scott Svab. All Council Members voted yes. Motion approved

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
February 18, 2014

BILLS - $325,637.91

A motion was made to approve the January Bills by Scott Svab, second by Nellie Cihon.

Mrs. Mayberry asked about the Stark County Regional Planning Government Law Seminar. She was at the seminar and paid for her own ticket for $25.00. Scott Svab said she should be reimbursed. Mrs. Mayberry said she did not want to be. She wanted to say that there was $75.00 here and she only saw one City employee there. Is there a reason two employees did not go. Mr. Cozy stated that Don Schwendiman and John Workman from the Planning Commission were going to go.

All Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Chief Doug Swartz stated that our former employee John Heddy had passed away.

Chief Swartz stated that Brian Thomas was contacted about the steering committee for the Joint Police District Study. Chief Swartz stated that he was a former police officer.

A motion was made to nominate Brian Thomas to the steering committee for the Joint Police District Study by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

A motion was made to have a Public Service Committee meeting to meet the requirement of 1st Quarter meeting to elect a chair and all other business deemed necessary on March 18, 2014 at 6:30pm by Sue Mayberry, second by Scott Svab. All Council Members voted yes. Motion approved.

A motion was made to hold an Economic Development Committee meeting to elect a chair and all other business deemed necessary on March 18, 2014 at 6:45pm by Danny Losch, second by Sean Craney. All Council Members voted yes. Motion approved.

REPORT OF PRESIDENT PRO TEMPORE

Scott Svab reported that yesterday was the Great Back Yard Bird Count and he spotted a Bald Eagle in Canal Fulton. Next year he would like to get the library involved. Cornell University holds it and it is a research project worldwide. Mr. Deans said there was a Junior Friends of the Library group also that could get involved. Mr. Svab said there is a grant that he will look into for binoculars. Public awareness of the birds would be great and there are a lot of species on the towpath trail.

Mr. Svab said he is pro YMCA. He wants to see this done right. He wants public opinion good or bad. The survey was just a snapshot in time. He said he felt everyone was in a rush mode. Having another meeting might be stalling out the project, but for him it was not. He wants to hear more from residents. He was impressed at the number of people at the public hearing. With time constraints on everyone's plate, he wants to meet with them and he welcomes anyone who wants to come this Saturday, February 22, at 11:00am. He wants to also talk about the wetland area that Mr. Schalmo has dedicated to us. We need to get the momentum built and start looking at a trail fund.

Mrs. Zahirsky said she is concerned with groups like 24-7 and Curves and what we are doing is using City money to put them out of business. She does not agree with that. Mr. Svab said whether you call it the Y or the Canal Fulton Recreation Center or any other hybrid thing, there is always going to be a conflict and concerns. Mr. Svab said they need to look at all the options on the table. The Y has the name, but they are in the business to make money. He does not want to have a mini YMCA that people look at and are disappointed. He feels we should do it right or don't even do it. He would rather it stay a bog or a wetland than do it foolishly or on the cheap. Past Council decided to spend the money and get the property for our future. Now the future is but it is not necessarily sign on the dotted line by March 1st or it goes away. Let's make it happen and do it right.

Mrs. Mayberry asked if Saturday would bring people in here. Mr. Svab said if it doesn't, it doesn't. We will be here and give them one more opportunity to voice their complaints and concerns. Mrs. Mayberry said she thought maybe another. He said he thought maybe people couldn't make it on a weekday. This Saturday they will know there is another opportunity to talk about it. Mrs. Mayberry stated we could put it on the water bill for a public meeting for the YMCA.

Mr. Cozy said we could get it on the water bill on the 1st week of March.

A motion was made to have a public hearing to discuss the location of the YMCA on Saturday, February 22, 2014 at 11:00am by Scott Svab, second by Danny Losch. All Council Members voted yes. Motion approved.

REPORT OF SPECIAL COMMITTEES - None

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
February 18, 2014

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Jim Deans – 426 Heritage. Mr. Deans asked about ribbon cutting and whether it was a Chamber of Commerce event or a City event. It was discussed and some have been done by the City and some have been done by the Chamber. Mr. Deans said he would get back with the Chamber and let them know.

ADJOURNMENT

The meeting was adjourned at 8:33pm

Canal Boat Operations Agreement

Between

City of Canal Fulton & Canal Fulton Heritage Society

The parties to this Agreement agree that:

1) The City of Canal Fulton (hereafter referred to as the City) will provide for the operation of the St. Helena III Canal Boat with the objective of offering a tourist attraction to the public and to preserve the history of Canal Fulton.
2) City and Canal Fulton Heritage Society (hereafter referred to as the CFHS) approval is required before any city expenditures pertaining to canal boat operations, the canal boat, horses, etc.
3) The City is the recipient of all income derived from charter boat rentals and public ticket sales.
4) The income from charter boat rentals and public ticket sales will be used to subsidize canal boat operations and shall be maintained in a separate fund.
5) Money remaining in this fund after the City is reimbursed for providing staff directly involved with canal boat operations shall be used to repair, maintain, or replace facilities and assets directly related to canal boat operations and shall remain with canal boat operations: canal boat, horses, dry dock, boat dock, horse trailer, etc.
6) All assets currently owned by the CFHS shall remain as such including the canal boat, horses, and museum.
7) The CFHS retains full decision making rights for the maintenance and care of the horses. Canal Boat staff will attend to the maintenance and care of the horses as directed by the CFHS and will keep the CFHS informed on all matters concerning the horses.
8) Any assets purchased or acquired by the City with funds outside the boat operations fund shall belong to the City.
9) Any assets purchased or acquired by the CFHS shall remain the property of the CFHS.
10) The City and CFHS reserve the right to not operate or limit boat operations if they determine that the canal isn't passable or the boat too damaged.
11) If the City decides to operate the canal boat it will insure the boat and horses and indemnify the CFHS from any liability incurred in the operation.
12) If the City decides not to operate or limit operations of the canal boat the CFHS reserves the right to operate and/or utilize the canal boat even if on a limited basis.
13) The CFHS will be recognized as "owner" on all printed & media materials pertaining to their canal boat.
14) The City will make every effort within its means to keep the canal boat maintained and the canal watered and free from obstructions and cause routine maintenance activities to be performed in the canalway.
15) The CFHS will serve an advisory role in boat operations, marketing, and the use and replacement of their assets.
16) The City will honor CFHS membership benefits of free public rides for all Members.

The Following is an outline of the tasks that will be performed by the City of Canal Fulton

Public Rides -Ticket Sales	Coordinate Daily Public Ticket Sales / Maintain Sales & Passenger participation records / Maintain Ticket Inventory / Utilize credit card machine supplied by City / Prepare Daily Sales Deposit.
Call Ahead Seat Reservations - Public Rides	Coordinate Call Ahead Phone Reservations for Groups 15+ / Maintain Daily Ride Reservation Book
Group Charters - Non Public Rides	Primary Contact Information / Maintain Group Charter Reservation Book / Coordinate with Canal Boat Captain on boat/crew availability / Coordinate Scheduling Groups & Payment / Maintain Charter Reservation Records
Special Event Cruises (Themed Cruises)	Determine Cruise Themes w/ Special Event Committee / Coordinate event supply needs / Determine staff & volunteer needs / Coordinate crew needs with Canal Boat Captain / Purchase Supplies / Event Publicity / Oversee Event Ticket Sales / Submit Event Net Profit to City Manager / Maintain Program Records
Canal Boat Marketing	Develop Canal Boat Promo Brochure - Public Rides / Special Event Cruises / Group & School Charter Info. Coordinate Canal Boat Marketing Information to: Canton/Stark CVB / Area Newspapers / various tourism websites. Maintain primary phone contact site for public inquiries on canal boat. Provide Heritage Society advertising access on the corner of Locust & Cherry streets to promote Heritage Society and Canalway activities.
Canalway Center – Facility	Maintain facility space for ticket sales and boat information. Present program information on Ohio & Erie Canal era & St. Helena canal boat operations. Present video operation of "Our Canal Heritage". Provide facility staff for the safe and efficient operation of ticket sales, canal boat information in addition to their other duties as assigned by the City. Work with Heritage society to staff Museum for weekends & special events.
Administration:	Maintain Daily Sales Deposit & Daily Record reports. Provide Public Ride Tickets for Canalway Center Inventory Provide Canal Boat Operation Profit/Loss Report to the City Manager and Heritage Society
Canal Boat Crew	Recruit / Hire / Train / Maintain Boat Crew Staff / Maintain Staff Schedule for sufficient operation of Public Rides, Group Charters & Special Event Cruise operations / Supervise & manage boat crew staff / Provide boat crew staff equipment & uniform necessary for operation of duties / Maintain payroll and fiscal records of boat crew and boat operations.
Equipment / Maintenance	Horses: Provide - Board / Feed / Veterinary Needs / Ferrier Needs / etc. Canal Boat Maintenance / General Upkeep to maintain boat operation Truck & Trailer - Maintenance & Licensure to maintain safe working order

Terms

This Agreement shall commence on January 1, 2014 and shall end on December 31, 2014.

Termination

Either party may terminate this Agreement by providing the other party a ninety (90) day written notice.

Canal Fulton Heritage Society

By _____
John D. Hatfield, President Date

City of Canal Fulton

By _____
Mark Cozy, City Manager Date

The Foregoing has been approved as to Form:

By _____
Scott Fellmeth, Law Director Date

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30043

Resolution No. 1:14 Passed _____, 20____

UNDER SUSPENSION OF THE RULES

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH CTI ENGINEERS, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE LOCUST STREET SANITARY SEWER AND WATERLINE EXTENSION AND DECLARING AN EMERGENCY.

WHEREAS, The City of Canal Fulton has sought a revised proposal for the Locust Street Sanitary Sewer and Waterline Extension, and

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

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

SECTION 1: The City of Canal Fulton, Ohio agrees to enter into a contract with CTI Engineers, Inc. to provide professional engineering services for the design and plan preparation of the Locust Street Sanitary Sewer and Waterline Extension pursuant to proposal attached as Exhibit "A" and incorporated by reference herein.

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 expedite the project 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_____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2014, 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

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30035

Resolution No. _____ *Passed* _____, *20*____

Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____day of _____, 2014.

_____
Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this _____ day of _____ 2014, by and between the City of Canal Fulton, 155 East Market Street, Canal Fulton, Ohio 44614 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., One Cascade Plaza, Suite 710, Akron, Ohio 44308 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the Locust Street Sanitary Sewer and Waterline Extensions Design (hereinafter referred to as the project).

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

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.

2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.

3. For the services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Fifty Eight Thousand One hundred Dollars ($58,100.00) without the prior authorization of the CLIENT.

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

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 120 percent of salary costs plus 110 percent of direct non-salary expenses.

5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.

6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

7. CTI shall complete the services under this contract within one-hundred twenty (120) days of authorization.

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

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

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

ACCEPTED BY CLIENT: CITY OF CANAL FULTON	ACCEPTED BY CTI: CTI ENGINEERS, INC.
BY _____	BY _____
NAME _____	NAME Richard W. Reed, P.E.
TITLE _____	TITLE Vice President
DATE _____	DATE 1-13-14

APPENDIX A
GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.

2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.

3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.

4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.

5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.

6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of $1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of $2 million.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed insurance coverage available at the time of settlement or judgement. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for

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

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

9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT.

10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence, supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.

12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.

13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.

14. **Hazardous Materials**. Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.

15. **Fees and Taxes**. The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.

16. **Expert Witness Services**. CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.

17. **Purchase Orders**. The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.

18. **Assignment and Successors**. Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.

19. **Waiver**. Any failure by CTI or the CLIENT to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI or the CLIENT may subsequently require strict compliance at any time.

20. **Severability**. Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.

21. **Governing Law**. This Agreement shall be governed by the laws of the State of Ohio.

22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B
SCOPE OF SERVICES

This scope describes the professional engineering services of design and plan preparation for extensions of the sanitary sewer and waterline on Locust Street. The project starts on the north side of Locust St., approximately 500 feet east of Etheridge Blvd., crosses to the south side of Locust St., and extends easterly to the corporation limit for a total project length of approximately 3,700 feet of sanitary sewer and waterline.

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

1. Perform survey of topography and property for the project, for a length of approximately 200 feet on the north side and 3,600 feet on the south side of the street for the sanitary sewer and waterline extensions.

2. Perform subsurface geotechnical investigation (5 soil borings at 25' deep average at intervals of 900 feet) and testing as required to determine the characteristics of the subgrade soil relative to the design of the proposed sanitary sewer and water line. Traffic maintenance for the drilling is included in this proposal.

3. Perform preliminary engineering to determine the proposed sanitary sewer profile.

4. Prepare construction drawings for approximately 3,700 linear feet of sanitary sewer and waterline construction along the above-described route, with sanitary sewer laterals and water service lines. The design will also accommodate known future extensions into land fronting on the project.

5. Develop typical sections for the sewer and water trenches, including surface restoration.

6. Plans will be prepared on 22" × 34" sheets showing both the plan view at 1"= 50' scale and a profile view at 1"= 5' vertical scale. The improvement drawing sheets will also include a Title Sheet, Survey Sheet, General Notes, Details, Cross-sections for the area of grading over deep sewer, and Storm Water Pollution Prevention Plan.

7. Prepare easement documents consisting of easement form, legal description, and sketch for each of thirteen (13) parcels along the project route, for the granting of a twenty-five foot (25') wide easement along the south right-of-way line for the purpose of grading and sanitary sewer.

8. The State of Ohio Department of Transportation (ODOT) Location and Design (L&D) Manuals, Construction and Material Specifications (C&MS), and standard details will be used on the project.

9. Prepare technical specifications or plan notes for any items not covered by ODOT C&MS.

10. Prepare and submit to the Ohio EPA a Notice-of-Intent (NOI) application for storm water discharge permit, along with the Storm Water Pollution Prevention Plan.

11. Prepare and submit to the Ohio EPA a Permit-to-Install (PTI) application for each of the sanitary sewer and waterline extensions.

12. Prepare an opinion of the probable cost of construction and a Bid Sheet for the project.

13. Prepare a Project Manual consisting of the Bid Sheet, General and Supplemental Conditions and Technical Specifications. Miscellaneous contract documents and prevailing wages, etc. to be provided by the City.

B. Responsibilities of City of Canal Fulton (CLIENT)

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

2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI all data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.

3. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.

4. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.

5. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.

6. Provide payment for plan review, or other fees required by the Ohio EPA, or other reviewing agencies.

C. Additional Services

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

1. Wetlands delineations or determinations or other permits that may be required by the Army Corps of Engineers or other regulating agencies.

2. Easement negotiation and/or acquisition.

3. Services during bidding and construction.

4. Assistance with calculation of special assessments.

2.14

An Ordinance Amending Ordinance 31-13, and Providing for Changes to Previously Authorized But Not Yet Executed Transfers.

WHEREAS, the 2013 ending unencumbered fund balance in the General Fund exceeded original projections, and the City would like to increase the funding in the Reserve Fund, and

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

Section 1: In order to increase transfers previously authorized in Ordinance 31-13, as the City's 2014 Appropriation Ordinance, Council authorizes a $25,000 increase in the transfer from the General Fund to the Reserve Fund:

Expense Account	Account Description	Appropriation Changes
101.190.5950	Transfer/Reserve #800	$ 25,000.00

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

_____
Richard Harbaugh, Mayor

ATTEST:

_____
Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, and that publication of the foregoing Resolution 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 _____, 2014.

_____
Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 3-14 *Passed* _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR TECHNICAL ASSISTANCE BETWEEN THE CITY OF CANAL FULTON AND THE STARK COUNTY, OHIO SOIL AND WATER CONSERVATION DISTRICT.

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 and maintain Minimum Control Measures (MCM).

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 Memorandum of Understanding for technical assistance with the Stark County, Ohio Soil and Water Conservation District 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_____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2014, and that publication of the foregoing Resolution was duly made by posting

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30015

Resolution No. _____ *Passed* _____, *20*____

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 _____, 2014.

_____
Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

Memorandum of Understanding Between the City of Canal Fulton & Stark County [Ohio] Soil & Water Conservation District for Technical Assistance

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Upon this _____ day of _____, 2014, this Memorandum of Understanding (MOU) 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 MOU will be effective beginning on the date signed and ending on the expiration date of the Ohio EPA NPDES Permit No. OHQ000003 (herein referred to as the permit") with no cost increase.

Recognizing the need for effective relationships in carrying out their mandated responsibilities of the Permit Sections:

- Minimum Control Measures (MCM 4) Construction Site Storm Water Runoff Control
- Minimum Control Measures (MCM 5) Post-Construction Storm Water Management in New Development and Redevelopment.

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 under this MOU attempts to facilitate compliance with requirements of MCM 4 & MCM 5 of the Permit.

District Responsibilities:

1. The District will continue to review and revise and/or update the existing Stark County Storm Water Quality Regulations to ensure compliance with MCM 4 & MCM 5 of the Permit.

2. The District will review Storm Water Pollution Prevention Plans, and post construction Long Term Maintenance Plans for all earthmoving operations in the MS4 Operators jurisdiction that will result in the disturbance of one acre of land (or less than 1 acre if part of a larger plan of development or sale) which discharge to the MS4 Operator's regulated MS4 (that being located within a Census-defined "urbanized area" as designated by the most recent census). Such projects are known herein as "regulated projects"

3. The District will address public complaints (by site investigation, letter or phone call) pertaining to construction site runoff (MCM 4) and post construction runoff (MCM 5) of regulated projects.

4. For regulated project sites that are considered to be under construction or active, the District will inspect (at a minimum of once per month for active sites and quarterly for idle sites) for compliance with construction site runoff requirements of the Stark County Storm Water Quality Regulations. The District will send copies of inspection reports to the site operator (i.e. the owner and/or contractor) and the MS4 Operator reporting all inspections, non-compliance issues, and applicable enforcement actions to be taken.

5. For regulated project sites in which construction has been completed, the District will annually inspect applicable post-construction practices for compliance with post-construction requirements of the Stark County Storm Water Quality Regulations. The District will send copies of inspection reports to the controlling entity/operator (i.e. the person/party named in the post-construction Long Term Maintenance Plan) and the MS4 Operator reporting all inspections, non-compliance issues, and applicable enforcement actions.

6. The District will assist the MS4 Operator as needed with OEPA audits relating to MCM 4 & MCM 5 of the MS4 Operator's Storm Water Management Program and will furnish to the MS4 Operator all information required for their Storm Water Management Program report at the end of every year relating to the MCM 4 and MCM 5.

7. The District will offer applicable training materials and/or workshops pertaining to construction site runoff control and post construction storm water quality for local officials, staff, engineers, developers, contractors and Homeowners Associations who will be responsible for the design, coordination, construction and/or long term maintenance of water quality BMP's . The District will ensure their staff receives appropriate on-going education and training for the latest standards and specifications pertaining to MCM 4 & 5, as well as other related topics.

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 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 City's Storm Water Program. 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 yearly 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 on 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 $3500.00/yr at a set rate for 3 consecutive years 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 will notify the District immediately and meet to review funding solutions or terminate the MOU.

5. This agreement may be amended or terminated at any time by mutual consent of both governments, or terminated by either party giving sixty (60) days notice in writing to the other.

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.

In witness thereof, this Agreement executed and agreed to on the ___ day of _____, 2014:

MS4 Operator	**Stark Soil & Water Conservation District**
By _____	By _____
Title _____	_____
Date _____	Date _____

SIGN HERE

9-14

AN ORDINANCE AMENDING ORDINANCE 19-13, RATES OF PAY FOR FULL-TIME NON-BARGAINING EMPLOYEES, AND REPEALING ANY ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the Canal Fulton City Council has established rates of pay for full-time non-bargaining employees, and

WHEREAS, adjustments are to be made to their pay, and

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

Section 1: Section 124.02 of the Codified Ordinances shall be amended to read:

124.02 CLERK OF COUNCIL / ASSISTANT TO THE CITY MANAGER
There is established the position of Clerk of Council / Assistant to the City Manger at the direction of the City Manager. The salary shall be $43,384.68 per year, payable 42% from the General Fund, 29% from the Water Operating Fund, and 29% from the Sewer Operating Fund.

Section 2: Section 123.01 of the Codified Ordinances shall be amended to read:

123.01 FINANCE DIRECTOR
The Finance Director shall receive a salary of $51,000.00 per year, payable 42% from the General Fund, 29% from the Water Operating Fund, and 29% from the Sewer Operating Fund.

Section 3: The Assistant to the Finance Director shall receive a pay rate of $15.30 per hour, payable 42% from the General Fund, 29% from the Water Operating Fund, and 29% from the Sewer Operating Fund.

Section 4: The Chief of Police shall receive a salary of $62,448.19 per year, payable from the Police Fund. The position shall receive the same uniform allowance as union employees of the department.

Section 5: The Police Department Administrative Assistant shall receive a pay rate of $15.76 per hour, payable from the Police Fund.

Section 6: The Director of Public Services shall receive a salary of $59,972.77 per year, payable 10% from the General Fund, 45% from the Water Operating Fund, and 45% from the Sewer Operating Fund. If the employee possesses a Water Operator and/or Sewer Operator certification equivalent to the classification of the City Water Treatment Plant and Wastewater Treatment Plant, then the position shall receive the same stipend as union employees of the Utilities Department.

Section 7: The Superintendent of the Utility Department shall receive a salary of $51,437.38 per year, payable 50% from the Water Operating Fund and 50% from the Sewer Operating Fund. The position shall receive the same uniform allowance as union employees of the department. If the employee possesses a Water Operator and/or Sewer Operator certification equivalent to the classification of the City Water Treatment Plant and Wastewater Treatment Plant, then the position shall receive the same stipend as union employees of the Utilities Department.

Section 8: The Superintendent of the Street Department shall receive a salary of $51,692.38 per year, payable 25% from the General Fund and 75% from the Street Fund. The position shall also receive the same vacation, sick leave and uniform allowance as union employees of the department.

Section 9: Pursuant to the compensation package adopted by Ordinance 22-12, the City Manager shall receive a salary of $70,887.13 per year, payable 42% from the General Fund, 29% from the Water Operating Fund, and 29% from the Sewer Operating Fund.

Section 10: The Law Director shall receive a salary of $26,010.00 per year, payable 42% from the General Fund, 29% from the Water Operating Fund, and 29% from the Sewer Operating Fund. Since the position is not a full-time employee, the position is not eligible for longevity pay defined in Section 12 below.

Section 11: The Zoning Inspector shall receive a pay rate of $17.15 per hour, payable from the General Fund. Since the position is not a full-time employee, the position is not eligible for longevity pay defined in Section 12 below.

Section 12: All full-time employees shall receive additional compensation of $150 for every year of full-time service worked for the City. This longevity service pay shall be cumulative upon each employee's anniversary date of full-time employment.

Section 13: All other ordinances inconsistent herewith are repealed.

Section 14: This Ordinance shall be effective January 1, 2014 for the fiscal year 2014.

_____
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 _____,14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, 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 _____ , 2014.

_____
Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30046

Resolution No. 7-14 Passed _____ 20____

UNDER SUSPENSION OF THE RULES

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A CONTRACT WITH TEAMSTERS LOCAL 24, AFL/CIO RETROACTIVE TO JANUARY 1, 2014 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Canal Fulton, Ohio has been negotiating an Employment Agreement with Freight Drivers, Dockworkers and Helpers Teamsters Local 24 AFL/CIO, and

WHEREAS, the parties have reached an agreement effective January 1, 2014 through December 31, 2015.

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

SECTION 1: The City of Canal Fulton, Ohio agrees to enter into an employment contract with Teamsters Local 24, AFL/CIO 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 employment contract can be effective retroactive to January 1, 2014, 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_____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____.
2014, 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 _____, 2014.

_____
Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Review Legal Blank, Inc. Form No. 30043

Ordinance No. 7-14 Passed _____, 20____

UNDER SUSPENSION OF THE RULES

AN ORDINANCE ESTABLISHING A VIDEO SERVICE PROVIDER FEE TO BE PAID BY ANY VIDEO SERVICE PROVIDER OFFERING VIDEO SERVICE IN THE CITY OF CANAL FULTON, OHIO AND AUTHORIZING THE MAYOR TO GIVE NOTICE TO THE VIDEO SERVICE PROVIDER OF THE VIDEO SERVICE PROVIDER FEE, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio General Assembly enacted Sections 1332.21 through 1332.34 of the Ohio Revised Code, effective September 24, 2007, to provide a statewide "uniform regulatory framework" for the provision of cable television and/or other video service (the "Video Law"); and

WHEREAS, under the Video Law a video service provider (VSP) must deliver a notice of its intention to begin delivering video service to subscribers in the City at least 10 days prior to providing service; and

WHEREAS, under the Video Law a VSP that is providing video service to subscribers in the City pursuant to a state-issued Video Service Authorization (VSA) must pay the City a video service provider fee (VSP Fee") based on a percentage of the provider's gross revenues received from providing video service in the City, not to exceed five percent (5%) of such gross revenues; and

WHEREAS, the Video Law requires that the percentage of gross revenues on which VSP Fees are paid must be the same as the percentage of gross revenues that a cable operator pays pursuant to a franchise agreement that is in effect in the City (the "VSP Fee Percentage") or, if there is no effective franchise agreement under which franchise fees are payable for a given calendar quarter, the VSP Fee percentage shall be zero percent (0%) of gross revenues unless the City determines by Ordinance that the VSP Fee will be a percentage of gross revenues not to exceed five percent (5%) of gross revenues; and

WHEREAS, the City of Canal Fulton, Ohio had a (Franchise) with MCTV, ("Franchisee"), which expired by its own terms on or about September 24, 2007 and pursuant to which Franchisee is paying franchise fees in the amount of one percent (1%) of the gross revenues it receives from cable subscribers in the City; and

WHEREAS, the Video Law allows an existing Franchisee the option to immediately enter into a VSA as soon as a new VSP notifies the City of its intention to provide service creating the condition under which there is no existing Franchise to establish the VSP Fee percentage; and

RECORD OF ORDINANCES

Denton Legal Blank, Inc. Form No. 30045

Ordinance No. _____ *Passed* _____, 20____

WHEREAS, The Video Law further requires the City to provide a video service provider with written notice of the VSP Fee Percentage within ten (10) days of receiving notice from the video service provider, pursuant to R.C. 1332.27(A), that it will begin offering service in the City; and

WHEREAS, in order to provide timely notice to a video service provider of the VSP Fee Percentage, it is necessary for this Council to (i) establish the VSP Fee Percentage and (ii) authorize the Mayor to provide the appropriate notice of the VSP Fee Percentage to a video service provider within ten (10) days of the City receiving notice that a video service provider will begin providing service in the City.

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

SECTION 1: The City of Canal Fulton hereby establishes a VSP Fee that is calculated by applying a VSP Fee Percentage of one percent (1%) to the video service provider's gross revenues. The VSP Percentage and gross revenue definition established in this Ordinance shall apply equally to all video service providers and cable television operators providing video service in the City.

SECTION 2: That the VSP Fee shall be paid by each video service provider providing service in the City on a quarterly basis but not sooner than forty-five (45) days nor later than sixty (60) days after the end of each calendar quarter.

SECTION 3: That the Mayor is authorized and directed to provide any video service provider with notice of the VSP Fee Percentage and gross revenues definition as determined by this Council above, which notice shall be given by certified mail, upon receipt of notice from such video service provider that it will begin providing video service in the City pursuant to a state-issued video service authorization.

SECTION 4: That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5: This Ordinance 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 by the need to timely advise the service provider of the proposed

RECORD OF ORDINANCES

Reyion Legal Blank, Inc. Form No. 30041

Ordinance No. _____ *Passed* _____, 20____

fee, wherefore this Ordinance 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 Ordinance_____14, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2014 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 _____, 2014.

_____
Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

AGREEMENT

The City of Canal Fulton

And

TEAMSTERS LOCAL UNION NO. 24
Affiliated with
The International Brotherhood of Teamsters

Effective

JANUARY 1, 2014

Through

DECEMBER 31, 2016

Prepared by:
The City of Canal Fulton and
Teamsters Local No. 24

BILL TO:

City of Canal Fulton

PURCHASE ORDER

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

P.O. NUMBER: RG009172
P.O. DATE: 02/24/14
DEPARTMENT: FINANCE
CREATED BY:
VENDOR NO.: 02697

DELIVER TO:

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

VENDOR:

FIRST MERIT BANK
P.O. BOX 933
MASSILLON, OHIO 44648

ACCOUNT NUMBER	AMOUNT
481.130.5750	$20,582.00

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
		2012 INTERNATIONAL CHASSIS CAB LEASE PAYMENT		$20,582.00
		THIS PURCHASE ORDER IN EXCESS OF $3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
			TOTAL:	$20,582.00

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director — Date

City Manager / Mayor — Date

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

BILL TO:

City of Canal Fulton

PURCHASE ORDER

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

P.O. NUMBER: RG009166
P.O. DATE: 02/19/14
DEPARTMENT: LEGAL
CREATED BY:
VENDOR NO.: 00071

DELIVER TO:

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

VENDOR:

MASSILLON LAW DEPARTMENT
ATTN: JESSICA MARTIN
TWO JAMES DUNCAN PLAZA
MASSILLON, OH 44646

ACCOUNT NUMBER	AMOUNT
101.150.5410	$25,200.00

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

UANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		PROSECUTOR LEGAL SERVICES		$25,200.00
		This Purchase order in excess of $3,000.00 was Approved by Canal Fulton Council on: _____		
			TOTAL:	$25,200.00

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director _____ Date

City Manager / Mayor _____ Date

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