

CITY OF CANAL FULTON
CITY COUNCIL MEETING AMENDED AGENDA
April 1, 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. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**

- March 18, 2014

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

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

8. **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.

9. **SECOND READINGS**

Ordinance 8-14: An Ordinance Amending Ordinance 30-12, Rates Of Pay For Non-Safety Service Part-Time Employees.

Ordinance 9-14: An Ordinance Amending Ordinance 32-12, Rates Of Pay For Canal Boat Employees.

Resolution 8-14: a Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with the Canal Fulton Heritage Society for Canal Boat Operations

10. **FIRST READINGS**

Resolution 9:14: A Resolution By the Council of the City of Canal Fulton to Enter into a Contract with Wenger Excavating, Inc. for the Construction of the Wooster Street Storm Sewer Improvements Project.

11. **P.O.s**

P.O. 9198: to Friends Bicentennial in the amount of \$3,000.00 for Bicentennial Fireworks

P.O. 9196: to CTI Engineers, Inc. in the amount of \$4,150.00 for Engineering for Wooster Street Storm Sewer

P.O. 9194: to Reilly Sweeping, Inc. in the amount of \$3,840.00 for Street Sweeping.

P.O. 9201: to All Service Contracting Corp in the amount of \$32,390.00 for Complete Media Removal and Installation of Type II Aeralater

12. **BILLS**

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

14. **REPORT OF PRESIDENT PRO TEMPORE**

15. **REPORT OF SPECIAL COMMITTEES**

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

Sam Wilson – War Memorial

17. **ADJOURNMENT**

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
March 18, 2014**

CALL TO ORDER

Mayor Harbaugh called the meeting to order at 7:00pm

PLEDGE OF ALLEGIANCE

ROLL CALL

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

A motion was to excuse Nellie Cihon by Danny Losch, second by Scott Svab. All Council Members present voted yes.

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

Others Present: Chell Rossi, Jim Deans, Joan Porter, Victor Colaanni, Amy Knapp, and Earl Minks, David Brown

REPORTS OF STANDING COMMITTEES

Sue Mayberry reported on the Public Service Committee that met prior to the meeting. Mrs. Mayberry was elected chair of the Public Service Committee.

At this time a surprise presentation was made by the Northwest High School Theatre Players. The players re-enacted the formation of the Village of Milan, now Canal Fulton, in a surprise visit to the Canal Fulton City Council meeting Tuesday. The players are Cassidy Spencer, Jake Philpot, Tyler Ferrebee, Austin Boser and Justin Trompower

Scott Svab reported on the Finance Committee that met prior to the meeting. The Committee agreed to have legislation drafted for a payroll ordinance. The committee also approved \$3,000.00 to the Bicentennial Celebration toward fireworks.

Sean Craney reported on the Economic Development Committee that met prior to the meeting. Mr. Craney was nominated chair to the Economic Development Committee.

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

None

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

March 4, 2014

A motion was made to approve the March 4, 2014 meeting minutes by Linda Zahirsky, second by Sean Craney.

Sue Mayberry asked that on page one under reports of standing committees, fifth paragraph down to add Mrs. Zahirsky said yes. On page two under engineer, it is state that Mrs. Mayberry asked if another heater was put in. That should read Mrs. Zahirsky.

All Council Members present voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No report.

Community Service – A written report was included in the packet.

Fire Chief – Fire Chief Ray Durkee reported that the department had assisted Lawrence Township on a call. The Chief said that the Police Department has utilized the Fire Training Building for some police training.

Police Chief – A written report was included in the packet. Police Chief Doug Swartz reported that that training at the Fire Training Building was a great success. They also want to expose the building for use to the Canton SWAT team in the future. Chief Swartz stated that there was eight hours of OVI

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

saturation last weekend which resulted in five marijuana arrests. K-9 Bishop was commended. The department was sent on a call for Lawrence Township that was an accident involving injuries. The call was a driving while under the influence call. Chief Swartz commended our Fire Department on their professionalism.

Danny Losch stated he supports the Mayor in regards to signs at the entrance of the City stating that the City has a K9.

Engineer/Streets/Public Utilities – Service Director Dan Mayberry stated that the Street Department has been doing some street clean up including some patching of pot holes. Mr. Mayberry said he received a preliminary list of streets scheduled for Chip and Seal this year. Alleys will need maintenance. Mr. Mayberry stated that they are finishing up chemical feed piping.

Finance Director – Finance Director William Rouse reported that the Auditors are to the middle of the audit. The two things the auditors asked for was to have the minutes signed and they wanted to know a split on Council' salary.

The February Financials were included in the packet. Income tax is up 5% from last year. The department has made some push for collection on delinquencies. The amount that the bills totaled is high due to the second payment for Locust/Portage. OPWC pays the payment and we have to recognize it in our revenue to expenses which inflates the bill listing. Also included in the bills is the Northwest waterline debt and worker's compensation payments.

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

City Manager – City Manager Mark Cozy stated that a written report was included in the packet. Mr. Cozy said that Council needed to appoint a person to the steering committee for the joint police study.

Sue Mayberry said she spoke with Audrey Demore. She would like to get plugged in to the City. Scott Svab said he spoke to Audrey Demore briefly.

Danny Losch stated that Victor Colaianni has a lot of experience and would bring that to the committee.

A motion was made to appoint Victor Colaianni to the steering committee for the joint police study by Danny Losch, second by Scott Svab.

Linda Zahirsky stated that Victor knew and understood the city's budget.

Sue Mayberry voted No, all other present Council Members voted yes. Motion approved.

Mr. Cozy stated that the Park Board had contacted him and would like the City to demolish the old concession stand in Heritage Park. Mr. Mayberry said that some store things in the building. Sean Craney stated that the soccer league would like to build a building. Dan Mayberry and Mark Cozy will take a look at the building and report back to Council.

Earl Minks stated that the roof was unsafe and rotting. The door to the building is unable to be unopened due to ground swell. He suggested that the building be torn down and the concrete pad underneath to remain for future use.

Mr. Cozy stated that kids hide behind the building and moving it would be beneficial for a better view for police. Danny Losch stated if the Park Board suggested that and there is a safety issue, we should move forward. Scott Svab asked if we could do the demolition in house. Dan Mayberry stated that we could. He stated that some soccer equipment is stored in there in another part of the building. Mr. Minks stated that if the river floods, any equipment in there would be water soaked. Mr. Colaianni stated that he had been coaching for two years and does not recall ever putting anything in the building. Mr. Cozy said from his recollection, all they store is nets.

Mr. Cozy stated that the Locust/Street sewer and water project status included CTI work up some numbers to give to Mr. Vandenberg who wanted to opt out of the project. Mr. Cozy said the numbers will show him how much more it will cost if we do a phase one and later a phase two of the project. This would raise the cost for Mr. Vandenberg. Mr. Cozy said he gave him the numbers last week. Mr. Cozy stated he had not heard back from him. Mr. Cozy said that Mr. Schalmo wanted to move on with the project. The individual at the end of the corporate boundary also wants the sewer, but he could be held up due to Mr. Vandenberg no longer wanting sewer at this time. We could look at the legality of extending the line on our own and compelling them to hook up later. Mr. Svab said he was in favor of that and getting the project done all the way to the corporation limit.

Mr. Losch said if the line is put in their property values would increase at that point, would Mr. Vandenberg be faced with the same charge then as it would take now? Mr. Cozy said if we move forward with the project now, we would save him money. Mr. Fellmeth asked do we have sixty

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
March 18, 2014**

percent of the frontage or seventy-five percent of the area to be assessed. Mr. Cozy said we did not. Mr. Fellmeth said then we are dead in the water we would need that to proceed. Mr. Craney asked if it increased our cost to do it in two phases. Mr. Cozy said the way we are setting this up, the loan payments would be paid by the property owners. It is an option to take out a smaller loan and then some pay out of pocket to pay off the loan. Mr. Craney said he agreed with Mr. Losch that one was holding us hostage. Mr. Cozy asked the law director if we do the entire project now on our own, can we compel those to hook up that have buildings. Mr. Fellmeth said he did not want to answer that now, he would like to do further research. Mr. Rouse asked if we are to do it on our own, then we are now responsible for those debt payments, at this point he did not believe the sewer fund could afford any kind of debt payment. Mr. Rouse said if we went that route, we would have to look at the rates again to make sure we are still solvent.

Mr. Cozy said transportation enhancement grant is a three year program and we have the opportunity to apply for funds. We had already discussed sidewalks on Locust. Mr. Cozy said being that the parameters the grant has changed and we could also apply for a grant to re-brick our streets. This is an eighty twenty match on this grant. Mr. Cozy said he would like to get a quote from CTI on re-bricking. The brick streets are our treasure and there is a lot of base failure in some areas.

Mrs. Zahirsky said we had been talking about sidewalks forever and this is the first time re-bricking had been brought up. People have been clamoring for sidewalks in town. Mr. Cozy said he was thinking about applying for both. Mrs. Zahirsky said she would like to see the sidewalks first. Mr. Cozy stated that they only take applications every three years. Mr. Craney asked if we do both would it hurt our chances for the sidewalk grant. Mr. Cozy said he did not think one would hurt the other. If it comes down to that Mr. Cozy would flag the sidewalk grant as top priority.

Mayor – Mayor Richard Harbaugh stated that he had two appointments for the Board of Zoning Appeals.

A motion was made to appoint Earl Minks and Sam Wilson to the Board of Zoning Appeals by Sean Craney, second by Sue Mayberry. All Council Members present voted yes. Motion approved.

Parks & Recreation Board – No Report

Law Director – Law Director Scott Fellmeth stated he had no report. He did say that he had received communication that 431 Milan Street was deemed unfit for human habitation from the Stark County Health Board. This will be similar to the property on Ash Street and we may need to have it raised.

Police Chief Doug Swartz stated that he wanted to let Council know that Kathy Lewis, an employee at City Hall had been performing Wedding Ceremonies. When asked for a cost, she will not take any payment but suggests donations for the K9. At this point there has been \$230.00 donated to Bishop.

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.

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.

A motion was made to approve Resolution 3:14 by Scott Svab, second by Sue Mayberry. All present Council Members voted yes. Motion approved.

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.

A motion was made to approve Ordinance 5:14 by Linda Zahirsky, second by Sean Craney. Sue Mayberry abstained from the vote. All other present Council Members voted yes. Motion approved.

SECOND READINGS

No Second Readings.

FIRST READINGS

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
March 18, 2014**

Ordinance 8-14: An Ordinance Amending Ordinance 30-12, Rates Of Pay For Non-Safety Service Part-Time Employees.

Ordinance 9-14: An Ordinance Amending Ordinance 32-12, Rates Of Pay For Canal Boat Employees.

Resolution 8-14: a Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with the Canal Fulton Heritage Society for canal Boat Operations.

P.O.s

P.O. 9189: to Multi-Vendor in the amount of \$10,000.00 for asphalt for patching and paving roads.

A motion was made to approve P.O. 9189 by Sue Mayberry, second by Scott Svab. All present Council Members voted yes. Motion approved.

BILLS - \$700,965.85

A motion was made to approve the February Bills by Scott Svab, second by Sean Craney. All present Council Members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Sue Mayberry reported that she recently attended a six week Leadership Stark County Academy Class. Mrs. Mayberry said it was very thought provoking. Concepts were reiterated over and over that elected officials make communities better than they were before. Questions were asked economic development and where was the greatest return. The answer was preschool. Agro-eco systems were also discussed in regards to agriculture. This is a big part of economic development. Mrs. Mayberry said she mentioned our living together arrangement with the fire departments and possible consolidation of police and street departments. We have received accolades from not just talking about it, but doing it.

REPORT OF PRESIDENT PRO TEMPORE

Scott Svab reported that the grant from ODNR for the Step Outside was received in the amount of \$500.00. The money will be used for a fishing clinic on April 19, 2014 at 11:30 at the Canalway Center. The clinic will target children kindergarten through fourth grade.

Mr. Svab also reported that he and Mark Cozy met with representatives from a consulting firm in regards to the YMCA in regards to direction. They are going to meet and take a look at the Hartville and Wadsworth YMCAs to clarify some issues such as funding and size.

REPORT OF SPECIAL COMMITTEES – No Report.

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Chell Rossi presented Council with a flag that she had for the City's bicentennial.

Mark Cozy said that he is looking into the flags for the downtown area also.

ADJOURNMENT

The meeting was adjourned at 8:07pm

Minutes Prepared by: _____

Teresa M. Dolan, Clerk

Minutes Approved: _____

Mayor Richard Harbaugh

NORTHWEST

Incident Type Report (Summary)

Alarm Date Between {02/01/2014} And {02/28/2014}

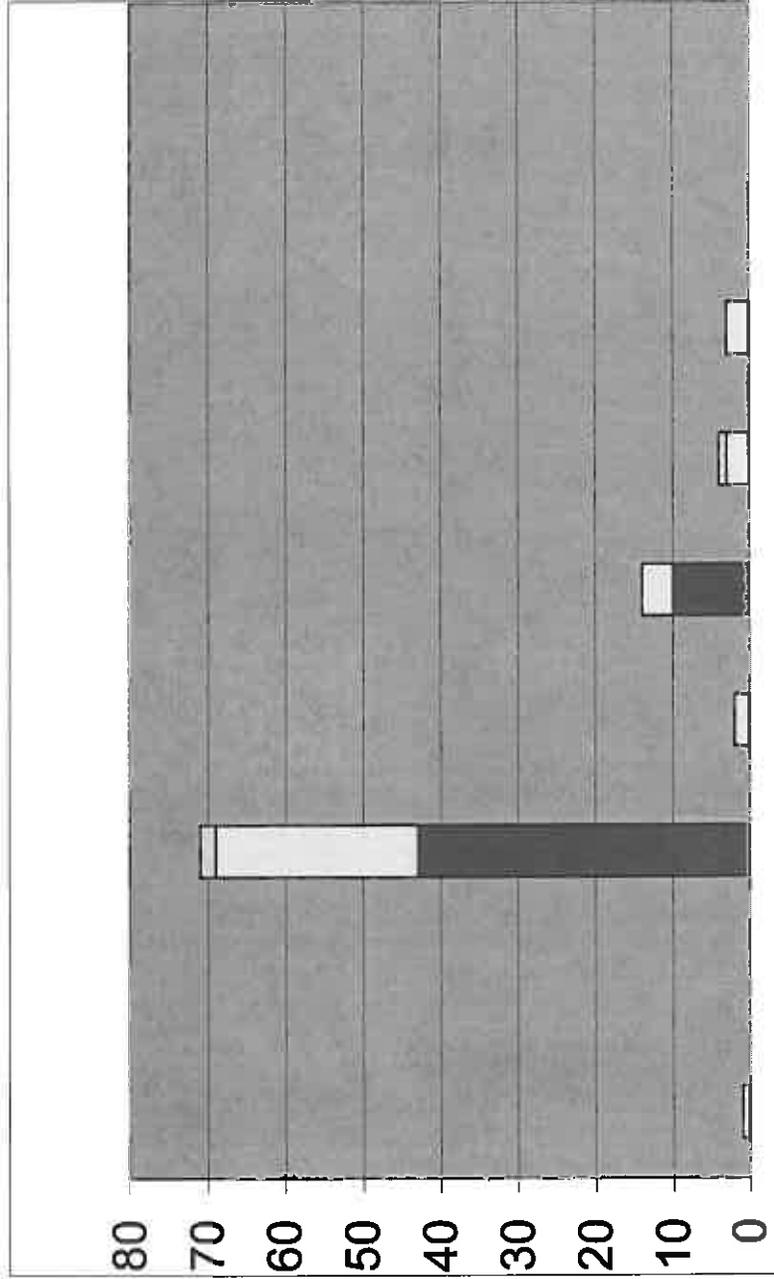
Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
121 Fire in mobile home used as fixed residence	1	1.05%	\$7,450	100.00%
	<u>1</u>	<u>1.05%</u>	<u>\$7,450</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	70	73.68%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.05%	\$0	0.00%
	<u>71</u>	<u>74.73%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
444 Power line down	1	1.05%	\$0	0.00%
461 Building or structure weakened or collapsed	1	1.05%	\$0	0.00%
	<u>2</u>	<u>2.10%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
511 Lock-out	1	1.05%	\$0	0.00%
522 Water or steam leak	1	1.05%	\$0	0.00%
552 Police matter	2	2.10%	\$0	0.00%
554 Assist invalid	10	10.52%	\$0	0.00%
	<u>14</u>	<u>14.73%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	1	1.05%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.05%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.05%	\$0	0.00%
661 EMS call, party transported by non-fire	1	1.05%	\$0	0.00%
	<u>4</u>	<u>4.21%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
736 CO detector activation due to malfunction	1	1.05%	\$0	0.00%
743 Smoke detector activation, no fire	1	1.05%	\$0	0.00%
745 Alarm system activation, no fire	1	1.05%	\$0	0.00%
	<u>3</u>	<u>3.15%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 95

Total Est Loss:

\$7,450

CANAL FULTON FIRE DEPARTMENT FEBRUARY 2014



District	Fire	Overpressure Explosion	Rescue	Hazardous Condition	Service	Good Intent	False	Weather	Special	TOTAL BY AGENCY
CANAL FULTON	0	0	43	0	10	0	0	0	0	53
LAWRENCE TOWNSHIP	1	0	26	2	4	3	3	0	0	39
OTHER MA	0	0	2	0	0	1	0	0	0	3
TOTAL BY INCIDENT TYPE	0	0	2	0	0	1	0	0	0	3

**CANAL FULTON FIRE DEPARTMENT
FEBRUARY 2014**

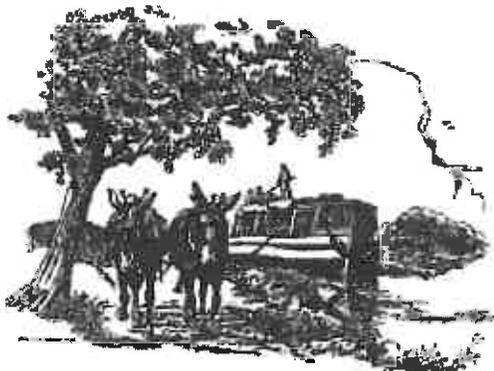
District	Fire	Over- pressure/ Explosion	Rescue	Hazardous Condition	Service	Good Intent	False	Weather	Special	TOTAL BY AGENCY
CANAL FULTON	0	0	27	1	15	2	7	0	0	52
LAWRENCE TOWNSHIP	4	0	29	1	1	2	2	0	0	39
Mutual Aid Given	1	0	2	0	0	0	0	0	0	3
TOTAL BY INCIDENT TYPE	5	0	58	2	16	4	9	0	0	94

City of Canal Fulton

City Engineers Report

April 1, 2014

- Cherry/Locust Intersection
 - Current schedule was distributed to Council members as a follow-up to Sean Craney's request. See attached schedule.
 - The design engineer has prepared and submitted an Alternative Evaluation Report which the City Administration is reviewing. The recommended Alternative will add a right-turn lane for Northbound Cherry to Eastbound Locust traffic, in order to provide an acceptable Level of Service in the 2036 design year. Only one build alternative does not require taking the corner house, but it does not provide effective improvements .
- Clinton Sewer Connection
 - Preliminary plans have been submitted by the County of Summit DOES for review and we have provided comments to their design engineer.
 - Flow Study at lift stations was delayed due to weather. It is scheduled to be done this month.
- Locust/Portage Water & Sewer Extensions
 - The project has been shortened to serve the North side to the North City limits and the South side up to and including Rayl's Plaza. The recalculated assessment district acreage and frontage requirements needed to permit assessment of the adjoining properties have now apparently been met.
- OEPA SWIF Grant
 - We have been assisting the Administration with investigating applying for this grant to construct a "demonstration project" incorporating permeable pavement and bioretention facilities into a City street or parking lot. CTI has provided a proposal to the Administration to prepare an application for the construction of hard surface parking in the Poplar St. area on the North side of the Canal and possibly on the Community Park entrance drive.
- Wooster Street Storm Improvements
 - We have received approval from the Ohio Public Works Commission to proceed with construction.
- Wastewater Treatment Plant Screen Building Study
 - We have completed an analysis of alternatives for a new screen building incorporating corrosion resistant construction materials which is being reviewed by the administration.



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 April 1, 2014

1. Police Study: At last week's meeting the Police Study Steering Committee learned about how the city and township police departments are funded. The city's PD is funded through income taxes from our general fund and there is some flexibility on how we can use those funds. The township's PD is funded through four voted property tax levies totaling 7.25 mills. EDDS is researching whether or not these existing levies could be used to fund any kind of collaboration between the two departments.

Also, the city's police officers are in Ohio's Police and Fire Pension Fund, the township's are in the OPERS. We are waiting on the Attorney General to give us an opinion on what retirement system the police officers working for a police district would use. There are none in Ohio yet.

Another obstacle to forming a police district is the City's Charter that requires us to have a Canal Fulton Police department. Joining a police district would require a charter change approved by Canal Fulton voters.

I've included a synopsis of the February meeting in an email to City Council. The Steering Committee meets the last Wednesday of each month at 7:00PM at the Safety Center.

2. YMCA: Ben Fierman a consultant who has helped design a couple YMCAs in the area took Scott Svab, Sean Craney, and me to the new YMCA in Wadsworth for a tour. The reason we went to Wadsworth was because they have the suspended walking track that none of the other newer YMCAs have. They also have a Senior Center attached to their YMCA. We were impressed that there were as many walking the track as working out in exercise room. What was even more impressive were the number people in the Senior Center. They have their own entrance to their center but are just a hallway from all the YMCA amenities. They are already planning an addition to the Wadsworth Senior Center.

3. Transportation Enhancement Grant: I just learned that SCATS will be accepting TE grant applications until May 23rd. These are on a three year cycle so projects for this round are for 2016 thru 2019. CTI will get us updated estimates for the Locust Street East Sidewalk Project and a historic street re-bricking and curb project.

4. Locust Street Water & Sewer Project: According to CTI we have enough signatures to take the utilities to Rayl's Plaza. That being the case it would be in our best interest to go ahead and design the entire project. I met with Sean Vandenberg and discussed the cost estimates showing how much more it will cost him to wait and construct his part of the project at a later date. He told me that they will likely be on board with the project. He wants to meet with Don Schalmo and me when Don gets back from Florida the 2nd week in April. Mr. Schalmo also wants to discuss with us building a hotel on Locust St when he's back in town.

5. Parks & Recreation Board: Mark Peterson and Jeff Boak went through the old concession stand at St Helena Park. They viewed the building as structurally sound but the roof is in need of repair. We did confirm that the soccer league still uses the building for storage but the building floods each year and it never really dries out. They would like to build a shed closer to their soccer fields. NJSL board member Ron Goode echoed our rationale for removing the building stating that it would open up that corner and permit us to put in an angled drive to the towpath, making it easier to get service vehicles down into the park. It would allow for a wider gate that can be on the corner further away from the towpath. Sightlines for the park would also be better without the building; improving aesthetics, safety, and security.

The park board passed a motion recommending that the city raise the old concession stand because it has outlived its usefulness. They consider the building an eyesore, with a damaged roof, not up to code and unsafe. They also indicated the building's concrete pad if preserved may still be used for another park feature or activity.

6. OECA Grant: We were awarded a grant for \$4,500 to provide engineering plans for a shelter to protect the St Helena II. It is a 50% match for the \$9,000 estimate we have on file. Jim Guest, Canal Fulton Heritage Society member and one of the few surviving original builders of the St Helena II, was instrumental in helping us get this grant. He recently had surgery and we will begin getting engineering quotes as soon as he's back on his feet.

RECORD OF RESOLUTIONS

City of Canal Fulton, Inc. Form No. 20040

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

Dwyer Legal Blank, Inc. Form No. 00019

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

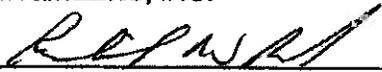
BY _____

NAME _____

TITLE _____

DATE _____

ACCEPTED BY CTI:
CTI ENGINEERS, INC.

BY 

NAME Richard W. Reed, P.E.

TITLE Vice President

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" x 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.

8-14

AN ORDINANCE AMENDING ORDINANCE 30-12, RATES OF PAY FOR NON-SAFETY SERVICE PART-TIME EMPLOYEES.

WHEREAS, the Canal Fulton City Council has established rates of pay for part-time 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: Rates of pay of non-safety services part-time employees shall be established as follows:

	HOURLY RATE		
	YEAR 1	YEAR 2	3 or More Years of Service
Seasonal Street Department CDL Laborer - Part-Time	\$11.56	\$12.38	\$13.00
Seasonal Public Works Laborer - Part-Time	\$10.28	\$11.02	\$11.57
Casual Laborer	State Minimum Wage	\$8.33	\$8.76
Summer Works Program	State Minimum Wage	State Minimum Wage	State Minimum Wage
Clerical- Part-Time	\$8.49	\$9.73	\$10.80
Income Tax Assistant - Part-Time	\$11.56	\$12.38	\$13.00
Payroll & Finance Clerk - Part-Time	\$11.56	\$12.38	\$13.00
Community Service Coordinator	\$11.56	\$12.38	\$13.00
Canalway Programs Director - Part-Time	\$11.56	\$12.38	\$13.00
Canalway Programs Assistants - Part-Time	\$8.49	\$9.73	\$10.80

Section 2: All other ordinances inconsistent herewith are repealed.

Section 3: 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, Township Building, 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

9-14

AN ORDINANCE AMENDING ORDINANCE 32-12, RATES OF PAY FOR CANAL BOAT EMPLOYEES.

WHEREAS, the Canal Fulton City Council has established rates of pay for part-time Canal Boat 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: Rates of pay of part-time Canal Boat employees shall be established as follows:

	HOURLY RATE	
	<u>YEAR 1</u>	<u>2 or More Years of Service</u>
Canal Boat Crew	State Minimum Wage	\$8.49
Canal Boat Captain	\$9.73	\$10.80

Section 2: All other ordinances inconsistent herewith are repealed.

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 _____, 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, Township Building, 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

Deegan Legal Writing, Inc., Form No. 500-01

Resolution No. 8-14

Passed _____ 20__

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO AN AGREEMENT WITH THE CANAL FULTON HERITAGE SOCIETY FOR CANAL BOAT OPERATIONS.

WHEREAS, the City of Canal Fulton, Ohio wishes to 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, and

WHEREAS, the consent of the Canal Fulton Heritage Society is required to effectuate this purpose.

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 the Canal Fulton Heritage Society for Canal Boat Operations pursuant to Agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh

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 listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the ____ day of _____, 2014.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

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/crow 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 / Farrier Needs / etc. Canal Boat Maintenance / General Upkeep to maintain boat operation Truck & Trailer - Maintenance & License 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

City of Canal Fulton

By
John D. Hatfield, President

Date

By
Mark Cozy, City Manager

Date

The Foregoing has been approved as to Form:

By
Scott Fellmeth, Law Director

Date

RECORD OF RESOLUTIONS

Grayson Legal Clerk, Inc., Form No. 80845

Resolution No. 9-14

Passed _____ 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON TO ENTER INTO A CONTRACT WITH WENGER EXCAVATING, INC. FOR THE CONSTRUCTION OF THE WOOSTER STREET STORM SEWER IMPROVEMENTS PROJECT.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the infrastructure improvement known as the Wooster Street Storm Sewer Improvements Project, and

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

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

The City of Canal Fulton agrees to enter into a contract with Wenger Excavating, Inc. for infrastructure improvement known as the Wooster Street Storm Sewer Improvements Project pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-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 listing same on the city's web-site and by posting true and correct copies thereof at three of the most public places in said corporation as determined by Council as follows: Canal Fulton Post Office, Canal Fulton Public Library and Canal Fulton City Hall each for a period of fifteen days, commencing on the ____ day of _____, 2014.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"**CONTRACT**

THIS CONTRACT, made this _____ day of _____, 20__, by and between the City of Canal Fulton, hereinafter called "Owner" and Wenger Excavating, Inc. hereinafter called "Contractor", doing business as a corporation.

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

1. The Contractor will commence and complete the construction of the WOOSTER STREET STORM SEWER IMPROVEMENTS Project.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
3. The Contractor will commence the work required by the Contract Documents within 7 calendar days after the contract start date of the written Notice to Proceed and will substantially complete the work and be operable within 120 consecutive calendar days unless the periods of completion are extended otherwise by the Contract Documents. Final clean-up shall be completed as weather permits. The Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day in default thereafter as hereinafter provided in the General Conditions.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ 123,630.20 or as shown in the Bid Schedule.
5. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Guaranty and Contract Bond

- e. Contract
- f. General Conditions
- g. Supplemental General Conditions
- h. Contract Bond
- i. Notice of Award
- j. Notice to Proceed
- k. Change Order(s)
- l. Drawings
- m. Specifications dated February, 2014
- n. Addenda:

No. 1, dated Feb. 18, 2014

No. _____, dated _____, 20__

No. _____, dated _____, 20__

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

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

OWNER:

CITY OF CANAL FULTON

By _____

Name Mark Cozy
(Please Print or Type)

Title City Manger

WITNESS:

Name _____
(Please Print or Type)

Title _____

CONTRACTOR:

_____ Wenger Excavating, Inc. _____

By _____

Name _____
(Please Print or Type)

Address 26 N. Cochran St., PO Box 499
Dalton, Oh 44618

ATTEST:

Name _____
(Please Print or Type)

Title _____

(SEAL)

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

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of Ohio

County of Stark

Bid Identification Wooster Street Storm Sewer Improvements

CONTRACTOR _____

being first duly sworn, deposes and says that he is _____
(sole owner, partner, president,
_____ of Wenger Excavating, Inc.
secretary, etc.)

the party making the foregoing Bid, hereby affirms under oath, pursuant to Section 5719.042 of the Ohio Revised Code, that at the time the Bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Stark County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Stark County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement will be transmitted by the Fiscal Officer to the County Treasurer within 30 days of the date it is submitted.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

Signed: _____

Name: _____

Title: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

Seal of Notary



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: RG009198
P.O. DATE: 03/19/14
DEPARTMENT: MAYOR . ADMIN
CREATED BY:
VENDOR NO.: 02771

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

VENDOR:
FRIENDS BICENTENNIAL
CHELL ROSSI

ACCOUNT NUMBER	AMOUNT
391.120.5690	\$3,000.00

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

FEDERAL ID # 34-6000498

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

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

FISCAL OFFICER'S CERTIFICATE

It is 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 appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director Date

City Manager / Mayor Date

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



BILL TO:

City of Canal Fulton

PURCHASE ORDER

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

P.O. NUMBER RG009196
P.O. DATE 03/19/14
DEPARTMENT STREET
CREATED BY
VENDOR NO. 00486

DELIVER TO:

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

VENDOR:

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

ACCOUNT NUMBER	AMOUNT
391.360.5740	\$4,150.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ENGINEERING FOR WOOSTER ST. STORM SEWER NOW AND THEN CERTIFICATE I CERTIFY FUNDS FOR THIS PURCHASE WERE AVAILABLE THEN ____/____/____ AVAILABLE NOW ____/____/____ SIGNED: THIS THEN AND NOW CERTIFICATE IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____/____/____		\$4,150.00
TOTAL:				\$4,150.00

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

FISCAL OFFICER'S CERTIFICATE

It is 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 appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

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



BILL TO:

City of Canal Fulton

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

PURCHASE ORDER

P.O. NUMBER: RG009194
P.O. DATE: 03/18/14
DEPARTMENT: STREET
CREATED BY:
VENDOR NO.: 00481

DELIVER TO:

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

VENDOR:

REILLY SWEEPING INC.
20350 HANNAN PARKWAY
WALTON HILLS, OHIO 44146

ACCOUNT NUMBER	AMOUNT
206.360.5410	\$3,840.00

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

FEDERAL ID # 34-6000496

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		STREET SWEEPING		\$3,840.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
			TOTAL:	\$3,840.00

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

FISCAL OFFICER'S CERTIFICATE

I 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 appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director Date

City Manager / Mayor Date

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



BILL TO:

City of Canal Fulton

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

PURCHASE ORDER

P.O. NUMBER **RG009201**
P.O. DATE **03/20/14**
DEPARTMENT **WATER**
CREATED BY
VENDOR NO. **02772**

DELIVER TO:

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

VENDOR:

**ALL SERVICE CONTRACTING CORP
2024 EAST DAMON AVE.
DECATUR, IL 62526**

ACCOUNT NUMBER	AMOUNT
341.310.5730	\$32,390.00

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
		COMPLETE MEDIA REMOVAL AND INSTALLATION OF OUR TYPE II AERLATER. THIS IS A BUDGETED ITEM.		\$32,390.00
TOTAL:				\$32,390.00

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

FISCAL OFFICER'S CERTIFICATE

I 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 from the credit of the appropriate Fund(s), free from any obligation or certification now outstanding.

Finance Director

Date

City Manager / Mayor

Date

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