

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

February 18, 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**

- December 4, 2014

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

- o Senior Citizens
- o Community Service – Written Report
- o Fire Chief – Written Report
- o Police Chief – Written Report
- o Engineer/Streets/Public Utilities - Report
- o Finance Director – January Financials
- o City Manager - Report
- o Report of Mayor
 - TIRC Appt – Bob Schaeffer
 - Civil Service Appt – Ron Fallert
 - Planning Commission Appts – Don Schwendiman & John Workman
- o Parks & Recreation Board
- o Law Director

8. **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.

9. **SECOND READINGS**

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

10. **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

11. **P.O.s**

P.O. 9137: to Stryker Medical Co. in the amount of \$7,901.08 for the City's Match to Ohio Bureau of Worker's Compensation Grant for Powered Lift Ambulance Cots

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

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

12. **BILLS** - \$325,637.91

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

14. **REPORT OF PRESIDENT PRO TEMPORE**

15. **REPORT OF SPECIAL COMMITTEES**

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

17. **ADJOURNMENT**

RECORD OF RESOLUTIONS

Dayton Legal Blotter, Inc., Form No. 50045

Resolution No. 4-14

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 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.**

WHEREAS, the City of Canal Fulton, Ohio has sought a proposal for performance of various prosecutorial services, and

WHEREAS, the City of Massillon, Ohio has submitted a contractual proposal for same that is acceptable to the City.

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

SECTION 1: The City of Canal Fulton, Ohio agrees 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 the City of Canal Fulton for the period of February 1, 2014 through and including January 31, 2015 pursuant to agreement attached as Exhibit "A" and incorporated by reference herein.

SECTION 2: This Resolution is hereby determined to be an emergency measure necessary for the immediate reservation of the public peace, health, safety and welfare of the City of Canal Fulton and necessary to provide timely criminal and traffic prosecution in the Massillon Municipal Court. Wherefore,

RECORD OF RESOLUTIONS

Dayton Legal Blotk, Inc., Form No. 00042

Resolution No. _____

Passed _____

20____

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

AGREEMENT

THIS AGREEMENT effective February 1, 2014 through January 31, 2015, between the CITY OF CANAL FULTON and the CITY OF MASSILLON LAW DEPARTMENT, (MLD) sets forth the following responsibilities and mutual benefits. Accordingly, MLD agrees to prosecute criminal and traffic offenders in the Massillon Municipal Court, perform other related traffic and criminal legal services for Canal Fulton and maintain specific responsibility for:

- 1. Municipal Cases via City Ordinances /ORC (Titles 29 & 45);**
- 2. Private citizens complaints and affidavits for violations under ORC Titles 29 & 45;**
- 3. Informal Prosecutor conferences for bad checks, domestic disputes, neighborhood disturbances, and other appropriate circumstances as the MLD determines;**
- 4. Review search warrants when appropriate or upon request;**
- 5. Assist with and direct Misdemeanor/Felony summons/warrants when appropriate;**
- 6. Issue subpoenas when appropriate (trials/hearings in Massillon Municipal Court);**
- 7. Participate in Court pre-trials, trials, pleas and felony preliminary hearings to conclusion as required and scheduled by Massillon Municipal Court;**
- 8. Prosecute traffic/criminal offenders by trial (judge/magistrate/jury) to conclusion as necessary. Objections to Magistrate Decisions are part of this contract included in basic compensation below. Appeals of trial court decisions to a higher court are not included in this Agreement;**
- 9. Coordinate with crime victims to explain their rights under law and secure their attendance when defendants are arraigned for issuance of TPO's, plus attendance at pre-trials, pleas and trial and coordinate restitution when appropriate; and**
- 10. Serve as liaison between The Massillon Municipal Court and the Canal Fulton Police Department.**
- 11. BASIC COMPENSATION: The City of Canal Fulton will pay the City of Massillon Twenty-Five Thousand Two Hundred Dollars (\$25,200.00) for the one (1) year Agreement. The amount shall be paid in twelve (12) monthly payments of Two Thousand One Hundred and 00/100 Dollars (\$2100.00) commencing on February 1, 2014 and payable on the 1st of each month thereafter.**

12. TERM: THIS AGREEMENT is subject to termination at will by the CITY OF CANAL FULTON or the CITY OF MASSILLON LAW DEPARTMENT upon written notice by U.S. CERTIFIED MAIL, effective thirty (30) days after receipt.

EXECUTED ON DATE INDICATED BELOW:

MASSILLON CITY
LAW DEPARTMENT

CITY OF CANAL FULTON

PERICLES G. STERGIOS
Director of Law

BY: _____ DATE: _____
CITY MANAGER

DATE: _____

BY: _____ DATE: _____
DIRECTOR OF FINANCE

BY: _____ DATE: _____
CLERK OF COUNCIL