

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

March 19, 2013

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 5, 2013

7. **REPORTS OF ADMINISTRATIVE OFFICERS**

A. Senior Citizens

B. Community Service Coordinator

C. Fire Chief

D. Police Chief

- Monthly Report

E. Engineer/Streets/Public Utilities

- Service Director Written Report

F. Finance Director

G. City Manager

- Written Report

H. Report of Mayor

- Appt Kay Miller to Park & Rec Board
- Property Acquisition Executive Session

I. Parks & Recreation Board

J. Law Director

8. **THIRD READINGS**

Resolution 10-13: A by the Council of the City of Canal Fulton to enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street/ Portage Street Pavement Rehabilitation Bidding and Construction.

9. **SECOND READINGS**

Resolution 11-13: A Resolution by the Council of the City of Canal Fulton, Ohio Proclaiming Support for Issue Seventeen on May 7, 2013

10. **FIRST READINGS**

Ordinance 10-13: An Ordinance Amending Ordinance 7-13, and Providing for Supplemental Appropriations for the Current Expenses and Other Expenditures of the City of Canal Fulton, County of Stark, Ohio, for the Fiscal Year Ending December 31, 2013.

Ordinance 11-13: An Ordinance Amending the Codified Ordinances of the Zoning Code of the City of Canal Fulton Ohio to Amend Chapter 1181.02(e) and Create Chapter 1181.02(f) Permitted Signs and Repealing and Ordinances Therewith.

Resolution 12-13: A Resolution by the Council of the City of Canal Fulton Ohio Authorizing the City to Enter into a Contract to Rent the Hatfield Parking Lot.

Resolution 13-13: 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.

11. **P.O.s**

P.O. 7722: to Stephen A. Ginella Jr. in the amount of \$7,500.00 for Legal Services for Income Tax Debt Collection

P.O. 7723: to Stark Soil & Water Conservation District in the amount of \$3,500.00 for Annual Conservation Appropriation

P.O. 7726: to Reilly Sweeping, Inc. in the amount of \$3,592.00 for Winter Cleanup Street Sweeping

P.O. 7731: to Canal Fulton Electrical in the amount of \$5,723.00 to Replace Three Defective Vibraswitch Vibration Detectors on Each Hofman Blower at Wastewater Treatment Plant

12. **BILLS** - none

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**

**CITY OF CANAL FULTON
CITY COUNCIL MINUTES
March 5, 2013**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

Others Present: Rochelle Rossi, Brian Bowman, Joan Porter, Jim Deans, Janet Deans, Earl Mincks, Terry Cyphert, Shawn Yerian, George Kunkle.

A motion to excuse Danny Losch was made by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

REPORTS OF STANDING COMMITTEES

Linda Zahirsky reported on the Personnel Committee that met prior to this meeting several issues were discussed. Questions were asked about the police officer's being at the school directing traffic. Chief Swartz answered questions on that. The subject of compensatory time for the Council Clerk. There was no resolution of asking the Clerk to only take her comp time within two weeks. The clerk can continue with what she is doing now. There was not any resolution with the Finance Director's hours at the present time. He and the Mayor are setting his hours and they are using a flex policy. The final issue that was discussed was the committee for Health Insurance. The Committee was asking that it be established. The people that the committee would like involved would be the Finance Director, Chairman of the Personnel Committee, Finance Committee, the two Union Stewards and the City Manager.

Brian Bowman – Congressman Renacci's Office

Brian Bowman, a representative for Congressman Renacci was present at the meeting on behalf of Congressman Renacci and let the City know what his office was working on. Their new office is in Wadsworth. They are also working on assisting those with Veterans Administration benefits, social security issues and any other Federal issues.

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

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

February 19, 2013 – A motion was made by Nellie Cihon to approve the February 19, 2013 minutes, second by Linda Zahirsky.

Linda Zahirsky asked that on page 6, 3rd paragraph – to change the word personnel to finance.

All Council Members present voted yes. Motion Approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens

Mayor Harbaugh reported on the parking lot at the Senior Center. The lot needs to be changed from 42 spaces to 100 spaces. The Mayor has some ideas on moving the dirt. Dan Mayberry stated that he had contacted CTI to work with them on the project. City Engineer Bill Dorman said he would have something drawn up by the end of the week. Village of Clinton will be taking the chippings from the trees that will be removed for the lot.

**CITY OF CANAL FULTON
CITY COUNCIL MINUTES**

March 5, 2013

Community Service Coordinator

No report.

Fire Chief

Chief Ray Durkee reported on the Explorers training and that their EMT class was finishing. He also stated that on March 6, 2013 at 9:15am the statewide Tornado sirens would be sounded. Chief Durkee reported that committees were being formed to work on the Living Together arrangement with Lawrence Township also.

Police Chief

Chief Doug Swartz thanked Council for their approval for the cameras in the cells at the station. The cameras are able to catch any activity in the cells while individuals are in them. This would be important for any liability issues that may arise.

Chief Swartz reported that the safety procedures that they are working on with City schools were being used as a model for Stark County. He commended Patrolman John Barabasch for the great job that he is doing with this project. He also thanked the Co Op with the SWAT team and Officer Saylor.

Chief Swartz reported on arrests that were wrapped up on drug charges and a burglary that Patrolman Nick Antonides solved; warrants were issued and firearms that were stolen were returned.

There was discussion on records retention for social media and bringing this up in the next Records Commission meeting.

Chief Swartz mentioned all of the great support that the department has received on Bishop. The Massillon AAA mad a \$2,500 donation and the Friends of the Library made a \$132.50 donation.

Engineer/Streets/Public Utilities

City Engineer Bill Dorman reported that he is working on the Wooster Street Storm Sewer and has prepared an easement. Dan Mayberry and Dave Koontz are working with property owners on that. Discovery Park Sewer – one of Schalmo Sewers had some issues. One of the bellies needed inspected for three to four days – the issue is corrected at this time. Locust Street Cost Opinions are being worked on. The Senior Center Parking lot is being worked on now to. Mr. Dorman is working from the Park Master Plan and carve out a piece of the plan to not have to reinvent anything to incorporate parking at the Senior Center. He is working on a proposal on the grading plan and hopes to have that to Dan Mayberry this week.

Service Director Dan Mayberry reported on the grit building. Scott Svab asked where the equipment from the west side fire station was being stored. Mr. Mayberry said some equipment such as Christmas Decorations are moved to the Senior Center from the west side fire station and things are being shuffled to the downtown station. Other equipment may have been taken back to the Street department where space was opened up by organizing. The insurance claim for the building was denied. Weather needs to be on our side for some of the work. Scott Svab then asked about the status on the grit building. Mr. Mayberry said the insurance claim was denied. Mr. Mayberry stated that he agreed with their findings to deny the claim. Allen Keith came out and stabilized the building. Some of the roof sheeting and shingles will need replaced but not all of it. There is no rough estimate on a final cost as of yet. Mr. Mayberry will have more contractors take a look at it also.

A written report was also included in the Council packet.

Finance Director

Finance Director James Goffe submitted the January financial reports.

A motion was made to accept the January Financial Report, second by Scott Svab. All Council members present voted yes. Motion approved.

Mr. Goffe state the income tax revenue was down about three percent and he thought it was a timing issue. February we are down 2.75 percent. There was a large amount taken in though on March 1. He stated that he was not concerned and that April would be a good time to look at the collection amounts. Scott Svab asked what the status on payroll

**CITY OF CANAL FULTON
CITY COUNCIL MINUTES**

March 5, 2013

was and contacting PayCor. Mr. Goffe said he contacted them and they had requested information to form a proposal. Mr. Goffe said he had not had an opportunity to work on that. Mrs. Zahirsky asked where the cost for the parking lot would come from. Mr. Goffe stated it would be the carryover from capital projects in the general fund.

City Manager

City Manager Mark Cozy stated that he had a written report in the Council packet. In that report he said that the ad for the Locust Cherry project was published and several engineers have approached him about the project. He stated that he would like to have a committee put together to review the proposals and then to take the next step at entertaining the proposals from different engineering firms. The committee should be in place by the next council meeting. Mr. Cozy stated the chair from the Public Service Committee, the chair from the Finance Committee, any other council member that has an interest in the project should be on the committee, Dan Mayberry and the City Manager will also be on the committee. We would be working under the leadership of the City Engineer, Bill Doorman. The meetings would be scheduled after March 25th, which is the deadline on the ad.

Mr. Cozy also stated that he submitted the application for the grants from the Local Government Innovation Fund.

CTI has given us estimates on the Locust Street Sewer project. We have 14 different properties and 12 of them are on board and at least interested in the project. If we divide the project cost evenly it would be \$65,000, which is very costly. But if we bond it out and spread it over twenty years for them it comes \$3,257 a year which is more palatable. Mr. Cozy stated that he had questions for our Law Director about the project. The next order of business would be to get the costs assembled and then meet with the property owners to discuss the project and cost.

The Hatfield Parking Lot Lease has expired. If Council wants to continue leasing we would have to redo the lease. Mr. Hatfield is acceptable to the terms from the last lease. We spend approximately \$350 a month on the parking lot and we get have of the money back from area businesses that help to maintain the lease. The lease will be for two years. Legislation will be prepared for the next meeting.

The Canal Boat agreement did lose money last year and that it was contributed to weather and the intention was to raise the rates. The rates are going up by one dollar per level. The boat will be run with four people instead of five this year. Mr. Bagocius complimented the administration on accepting and moving forward to not losing money. Mr. Cozy stated that Keri Lantz has done a tremendous job with the boat.

Mrs. Mayberry asked about the protective cover for the boat that is stationary. The steps are gone and people are leaving it alone. Someone was going to look for some kind of a cover. She thinks that it needs to be protected from the elements during the winter months. Mr. Cozy stated that he thought the Heritage Society has some prices for a roof. She said she thought about something to go over it like we have for the other boat. Mrs. Mayberry asked about repairs to the damages to the boat. Mr. Cozy said there is \$6,500 in the budget for repairs and they are meeting with a local contractor on the repairs.

Mayor Harbaugh asked about the horse. Mr. Cozy stated that the Heritage Society has an agreement with Mr. Hershberger. According to the agreement he is to provide us with a horse. The Heritage Society was to meet with Mr. Hershberger last week. We are waiting for the report from the Heritage Society.

Report of Mayor

Mayor Harbaugh said he would like to reappoint Karl Blanding on the Planning Commission.

A motion was made by Nellie Cihon that the rules be waived for the appointment for the appointment of Karl Blanding to the Planning Commission retroactive January 1, 2013, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

A motion was made that Council accept Karl Blanding for appointment to the Planning Commission for the four year term by Sue Mayberry, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

**CITY OF CANAL FULTON
CITY COUNCIL MINUTES**

March 5, 2013

Parks & Recreation Board

No Report

Law Director

No Report. Scott Fellmeth stated that everything is going fine with the Building Department process.

THIRD READINGS

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

Paul Bagocius asked if Linda Zahirsky was going to make a motion for an amendment to the agreement to remove the language in regards to a joint fire district.

A motion was made to amend the agreement on Section 10 of the agreement to take out the words on the third line until a joint district is formed and eliminate "a joint fire district is formed or" and it read "until it is terminated by the parties. In Section 11 put a period after strategic goals and eliminate the rest of section 11 by Linda Zahirsky, second by Paul Bagocius. All Council Members present voted yes. Motion approved.

A motion was made to approve Resolution 7-13 as amended by Paul Bagocius, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

SECOND READINGS

Resolution 10-13: A by the Council of the City of Canal Fulton to enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street/ Portage Street Pavement Rehabilitation Bidding and Construction.

FIRST READINGS

Resolution 11-13: A Resolution by the Council of the City of Canal Fulton, Ohio Proclaiming Support for Issue Seventeen on May 7, 2013

P.O.s

P.O. 7701: to the City of Massillon in the amount of \$8,725.00 for 2013 Prisoner Transport and Booking Fees

A motion was made by Linda Zahirsky to approve P.O. 7701, second by Scott Svab. All Council Members present voted yes. Motion approved.

P.O. 7705: to the Auditor of the State in the amount of \$25,900.00 for the FY2012 Financial Audit

A motion was made by Nellie Cihon to approve P.O. 7705, second by Scott Svab. All Council Members present voted yes. Motion approved.

P.O. 7713: to Star2Star Communications in the amount of \$10,148.60 for VOIP Phone Service

A motion was made by Nellie Cihon to approve P.O. 7713, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

P.O. 7714: to First Merit Bank in the amount of \$10,290.97 for the Lease Payment for 2012 Street Truck

A motion was made by Sue Mayberry to approve P.O. 7714, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

**CITY OF CANAL FULTON
CITY COUNCIL MINUTES**

March 5, 2013

P.O. 7716: to Huntington National Bank in the amount of \$41,516.25 for Northwest Schools Waterline Debt Principal and Interest

A motion was made by Scott Svab to approve P.O. 7716, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

BILLS - January \$ 284,956.54

A motion was made by Nellie Cihon to approve the January Bills, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Finance Director James Goffe stated that he had been accepted into Ohio Northern University for their Law School program in the fall of 2013. He will be resigning later this summer. He does not have an exact date. It should be sometime around July 26, or August 9, 2013. He would prefer to have his replacement to start July 1, 2013. Scott Svab said those six weeks before hand would be even more adequate.

Linda Zahirsky stated that an Economic Development Committee needed to have their 1st quarter meeting as per the rules.

A motion was made to have an Economic Development Committee Meeting on March 19, 2013 at 6:15pm, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

REPORT OF PRESIDENT PRO TEMPORE

Linda Zahirsky reported on Insurance Claims and the importance of incident reports. All department heads should be aware of this. It is important to submit all incident reports to insurance whether there is liability or not. This will prevent denial of coverage.

REPORT OF SPECIAL COMMITTEES

No report.

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

James Deans, 426 Heritage, thanked Council for supporting the Library Levy.

ADJOURNMENT

The meeting was adjourned at 8:17pm

REPORTS, ARRESTS, CITATIONS & WARNINGS

February 1, 2013 - February 28, 2013

OFFENSES

Breaking & Entering and/or Burglary	3
<i>(Includes Attempted)</i>	<u>0</u>
Robbery <i>(Includes Attempted)</i>	<u>0</u>
Theft	6
<i>(Includes bad checks, identity and drive-offs)</i>	<u>4</u>
Domestic <i>(Includes Violence and Disputes)</i>	<u>4</u>
Juvenile Offenses	<u>4</u>
Criminal Mischief / Criminal Damaging	<u>0</u>
Drug Related Offenses	<u>2</u>
Menacing and Aggravated Menacing	<u>0</u>
Vandalism/Property Crimes	<u>1</u>
Harassment <i>(Includes Phone)</i>	<u>4</u>
Alcohol Related	<u>6</u>
Disorderly Conduct	<u>1</u>
Assault	<u>1</u>
Missing Persons	<u>1</u>
Shots Fired	<u>0</u>
Sex Offense	<u>0</u>
Solicitors	<u>0</u>
Stalking	<u>0</u>
Suicide	<u>0</u>
TOTAL OFFENSES	<u>33</u>

PUBLIC SERVICE

Public Service Calls	10
Disturbance Calls	<u>1</u>
Suspicious Activities	13
<i>(Includes persons, vehicles, circumstances)</i>	<u>26</u>
Assist Lawrence Township Police Department	<u>8</u>
Assist Medical Squad / Fire	<u>3</u>
Assist Other P.D.	<u>19</u>
Alarms	<u>2</u>
911 Hang Ups	<u>0</u>
Attempted Suicide	<u>2</u>
Threats	<u>60</u>
Security Checks	<u>0</u>
Tax Evasions	<u>0</u>
TOTAL PUBLIC SERVICE CALLS	<u>144</u>

MISCELLANEOUS CALLS

Includes, but is not limited to:

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

TOTAL MISCELLANEOUS CALLS	<u>151</u>
----------------------------------	-------------------

TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	<u>7</u>
Stop sign and/or Traffic Signal	<u>0</u>
Juvenile Offense	<u>2</u>
Seat Belt Violation	<u>0</u>
Parking Problems (Total)	<u>2</u>
Written Warnings	<u>4</u>
Verbal Warnings	<u>84</u>
Driver's License Violations	<u>3</u>
Registration Violations	<u>1</u>
Failure to Control	<u>3</u>
Failure to Yield	<u>1</u>
OVI	<u>6</u>
Reckless Operation	<u>1</u>
Improper Turning	<u>1</u>
Failed to Stop at Accident	<u>1</u>
Failure to Signal	<u>1</u>
Marked Lanes	<u>1</u>
TOTAL TRAFFIC INCIDENTS:	<u>118</u>

ACCIDENTS

Property Damage Only:	<u>4</u>
Injuries:	<u>1</u>
Private Property Accident:	<u>1</u>
Hit/Skip Accident	<u>1</u>
TOTAL ACCIDENTS	<u>7</u>

TOTAL CALLS OF SERVICE: 453

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

ARRESTS MADE:	<u>9</u>
WARRANTS SERVED:	<u>6</u>
TOTAL	<u>15</u>

MEMO

March 19, 2013

**To: Mayor Harbaugh
City Council
Mark Cozy, City Manager**

From: Daniel P Mayberry, Service Director

Subject: Service Directors Report

Downtown Street Lighting- The Administration met with representatives from LED Centra to discuss cost and potential electric savings to convert the existing 150Watt High Pressure Sodium Lamps in the Downtown Street Lights with a 37 or 47 watt LED lamp. The City was given one lamp of each wattage for demonstration purposes. These lamps have been installed in the pole mounted fixtures at St. Helena Heritage Park. I would appreciate input from each Council Member, if you would drive through the park some evening and view the area, see if you can tell the difference and on what poles the LED lights were placed. I would like your opinion on the quality this lighting generally. Mr. Vernon Beachy of LED Central is completing a cost analysis for the City to assist our decision making. I hope to have this information for Tuesdays Council Meeting.

RCAP Energy Audit- I met with Canal Fulton Electric and generally discussed the recommendations of the subject audit. We are in the process of costing out ECO 4 – Occupancy Sensors and ECO 5- LED Exit Fixtures. The payback estimated in the report was 0.36 and 0.73 respectively with low initial improvement cost. As we explore the LED Downtown Street Lighting we will also focus in on ECO 3- Efficient Interior Lighting. Presently the RCAP report recommended T-8 Fluorescent Lighting.

Fleet Maintenance- I am attaching several Maintenance History Reports received from our Maintenance Mechanic for your information. Work Orders are generated by the department head or individual responsible for a particular unit and forwarded to the Mechanic for completion.

Phosphorous Removal System- We are in the process of advertising for the purchase of a 24ft. x 12ft. x 8ft.prefabricated and partially equipped fiberglass structure for the Canal Fulton Wastewater Treatment Plant. Ohio EPA has mandated the City meet the new NPDES Permit limit of 1mg/l PO4 by April 1, 2014. This structure will house the equipment and chemicals necessary to treat the waste stream for the reduction of phosphorous. Bids will be received until March 28, 2013, 11:00am at which time they will be opened read aloud. Ohio EPA has required the City to meet the new limits on phosphorous by April 1, 2014.

Wooster St. Storm Sewer Improvements- This Office along with Dave Koontz, CTI Environmental met with a property owner on Wooster St. concerning the subject project. In order to move forward with final design it will be necessary to receive an easement from the resident to use a small portion their property to locate a catch basin and pipe necessary to capture the storm water runoff.. The meeting was positive and we are awaiting a proposal from the owner on purchase of this easement.

WWTP Grit Building - Allen Keith Construction is in the process of developing a cost opinion for the repair of the subject building. Several items will be considered outside the scope of roof truss, sheeting, and shingle replacement. In addition I have requested an estimate on replacement of an existing overhead steel door with a fiberglass door and new steel siding with the addition of 1" (one inch) aluminum foil backed Styrofoam Insulation. I have also requested a cost for adding turbine roof vents. I will be requesting the City Engineer contact OPWC to see if these additional cost's can be included in the 20 year no interest loan the City has received.

2013 Street Maintenance- The Street Superintendent and I completed a windshield survey of streets to be included in the proposed 2013 Chip & Seal Program. This list may be subject to change however it should be firmed up by the second Council Meeting in April at which time we will provide Mayor and Council with our recommendations.

Spring Street Sweeping program of all City Streets will be undertaken April 15th weather permitting, the Annual Crack Sealing Program is scheduled for May 1st and the Annual Dura Patch program is scheduled for early June.

Locust St. Sidewalks- I received a phone call from Mr. Rick White, Director of Adult Vocational Services, Echoing Ridge Community concerning the status of or level of discussion on Sidewalks on Locust St.. I advised Mr. White I would include this in my written report for the Council Meeting of March 19 2013.

Department: Appreratus

Location: CFFD Fire

C-1 - 2010 Ford explorer	Mileage 9,700	Color:
2010 Ford explorer	Vehicle #: C-1	Driver: ,
	Type: Vehicle	VIN #:

Date	Mileage	Maintenance Performed	Vendor	Total Cost
2/2/2013	9,700	Change Oil and Filter		\$25.00

Total Costs:	\$25.00
Cost Per Mi/Km/Hr:	\$25.00

e-3 - 1997 pierce saber	Hours 14,507	Color: red
1997 pierce saber	Vehicle #: e-3	Driver: ,
	Type: fire engine	VIN #: 4picto2u2va000482

Date	Hours	Maintenance Performed	Vendor	Total Cost
2/14/2013	14,507	Replace 2 front tires, Replace driver side front		1,675.00

Total Costs:	\$1,675.00
Cost Per Mi/Km/Hr:	\$1,675.00

Department: cruisors

Location: CFPD Police

1 - 2008 Ford explorer

2008 Ford explorer

Mileage 76,000 Color: White
Vehicle #: 1 Driver: ,
Type: Vehicle VIN #:

Date	Mileage	Maintenance Performed	Vendor	Total Cost
2/28/2013	76,000	Change Oil and Filter, Replace 4 tires		\$525.00

Total Costs:	\$525.00
Cost Per Mi/Km/Hr:	\$525.00

PD 5- 2005 Cevy Impala

2005 Cevy Impala

Mileage 75,250 Color: White
Vehicle #: PD 5 Driver: ,
Type: Vehicle VIN #: 2G1WF55K959255042

Date	Mileage	Maintenance Performed	Vendor	Total Cost
2/25/2013	75,250	add 1 quart of oil		\$3.00

Total Costs:	\$3.00
Cost Per Mi/Km/Hr:	\$3.00

PD-6 - 2010 Ford explorer

2010 Ford explorer

Mileage 27,500 Color:
Vehicle #: PD-6 Driver: ,
Type: Vehicle VIN #: 1FMEU7DE9AUA80042

Date	Mileage	Maintenance Performed	Vendor	Total Cost
2/1/2013	27,500	Change Oil and Filter		\$25.00

Total Costs:	\$25.00
Cost Per Mi/Km/Hr:	\$25.00

Department: vehicles

Location: Water/Sewer

1 - 2004 Ford f-150

2004 Ford f-150

Mileage 30,000 Color: White
Vehicle #: 1 Driver: ,
Type: Vehicle VIN #:

<i>Date</i>	<i>Mileage</i>	<i>Maintenance Performed</i>	<i>Vendor</i>	<i>Total Cost</i>
3/13/2013	30,000	Change Oil and Filter, Replace idler arm,		\$131.00

Total Costs: \$131.00
Cost Per Mi/Km/Hr: \$131.00

Dave L - 2005 Ford f250

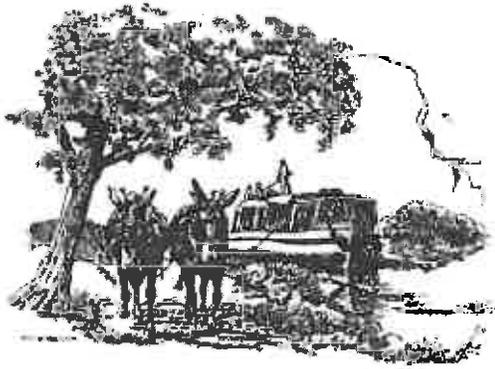
2005 Ford f250

Mileage 48,526 Color: blue
Vehicle #: Dave L Driver: ,
Type: Truck VIN #: 1FTNF20515ED07246

<i>Date</i>	<i>Mileage</i>	<i>Maintenance Performed</i>	<i>Vendor</i>	<i>Total Cost</i>
2/26/2013	48,526	Change Oil and Filter, Replace storage		\$264.00

Total Costs: \$264.00
Cost Per Mi/Km/Hr: \$264.00

Grand Total: \$2,648.00



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 March 19, 2013

1. Health Insurance Grievances: The language for settling the Grievance with the FOP has been approved by their representative and we are just waiting for their ratification.

2. Locust-Cherry Intersection Project: The deadline for design engineering proposals is March 25th. I've met with several engineering firms who will be submitting proposals. We should create our selection committee during this council meeting so that we can begin looking over the proposals. The committee should consist of our engineer, service director, finance director, city manager, and at least three elected officials including the mayor.

3. LED Street Lights: I set up a meeting with Dan and Mark and representatives of LED Centra. They are letting us use a couple LED street lights on a trial basis. More details are contained in Dan's report. I'm checking with First Energy Solutions to see what rebate programs they have available for switching our street lights to LEDs.

4. Tax Incentive Review Council: We are entering our last year of Avalon Foodservice's 10-year tax abatement. They have met or exceeded their minimum employee requirements every year of their abatement. They've also compensated the Northwest Local Schools as agreed. The program has been a success and we are very fortunate to have a business of this caliber here in Canal Fulton.

5. Tornado Sirens: Lawrence Township Trustee, Marvin Hardgrove, has been championing the benefits of tornado sirens for the last several years. The Canal Fulton/Lawrence Twp TAP Committee has been researching the most effective strategies to provide the best coverage for the lowest cost. Current estimates are at \$220,000 to install six tornado sirens. Mr. Hardgrove will discuss financing this project with the Twp Trustees. If they support the project, we will be asked if we want to participate.

6. Summer Evening Parking: Several years ago, based upon the recommendations of the streets superintendent and service director we installed "no parking" signs on the south side of Summer Evening. Due to the narrowness of that street along with a curve at the bottom of a hill the streets superintendent and service director along with both police and fire chiefs have recommended that we also install "no parking" signs on the north side of Summer Evening. If there are no objections from City Council, the "no parking" signs will be installed this spring.

7. Locust Street Sidewalk: The only grant sources that I've been able to find so far are Transportation Enhancement/Alternative Funds. There is a 5-year wait for projects because those funds are limited and in high demand. If we want to move sooner we will need to pass legislation to assess the four businesses. Two of the four business owners seemed willing to participate if we secured a grant to pay for half the project. Transportation Alternative Funds will pay 80%. I can contact them to see if they will pay the full cost if the City finances the project. We may be able to force them to pay an assessment if Council legislates it. We should get legal advice before proceeding if Council wishes to do this.

8. Canton Charge Basketball Clinic: My daughter's Special Olympics Basketball team has qualified to enter the State Tournament next weekend. Her coach has requested that each player sign up for the Canton Charge's Basketball Clinic for the developmentally disabled. The clinic is this Tuesday so I will miss this Council meeting.

Kay Miller

106 N Canal St

Canal Fulton, OH 44614

Phone: 330-988-3516

Email: millerkay87@gmail.com

Objective and Personal Contributions:

As a citizen of Canal Fulton, I enjoy the parks and welcome the opportunity to work with other community members to maintain them. I believe parks provide an excellent opportunity for community members to engage in outdoor activities, and that our city's parks should provide basic and safe exercise and recreation to all citizens. As a part of our growing city, it is my hope that I can help the parks continue to meet the needs of our community in the future; however, as part of a local small business I recognize the financial constraints that must be worked with in order to maintain long term success.

Education:

The University of Akron, Bachelor of Science, 2011 - present

Major: Biology/Pre-Med

Minor: Chemistry

Cumulative GPA: 3.75

Dean's List throughout

Employment:

Mint Brook Meadow Teas, Ltd. Dalton, OH 2006-present

Positions: Director of Sales and Marketing, Manager of Finance

Responsibilities: Budget Planning, Employee Payroll, Invoicing, Inventory Management, Customer Service, New Product Development, Trade Show Representative, Market Expansion

Activities:

Resident of Canal Fulton for 4 years

Phi Delta Epsilon International Medical Fraternity

Registered Volunteer at Akron Children's Hospital

RECORD OF RESOLUTIONS

Revised Legal Work, Inc., Form No. 3045

Resolution No.

10-13

Passed

20

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

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

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

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

The City of Canal Fulton agrees to enter into an agreement with CTI Engineers, Inc. to provide professional engineering services for the Locust Street/Portage Street Pavement Rehabilitation Bidding and Construction pursuant to proposal attached as Appendix B and Appendix C.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

APPENDIX B SUMMARY SCOPE OF SERVICES

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

A. Bidding and Contract Award Services

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

B. Construction Phase Services

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

C. Responsibilities of City of Canal Fulton (CLIENT)

1. Provide all criteria and full information as to its requirements for the project.
2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, and additional data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
3. Acquire all land, easements, and rights-of-way as required for the project.
4. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
5. Examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, and other documents presented by CTI to the CLIENT, and render in writing the CLIENT's decisions pertaining thereto within a reasonable time so as not to delay the services of CTI.
6. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
7. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
8. Pay applicable permit and review fees assessed by regulatory agencies in connection with the project.

APPENDIX C
DETAILED SCOPE OF CONSTRUCTION PHASE SERVICES

A. CTI Responsibilities

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

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

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

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

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

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

B. Resident Project Representation

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

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

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

1. General

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

2. Duties and Responsibilities of RPR

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

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

and transmit to the Contractor clarifications and interpretations as issued by the CLIENT.

g. **Modifications.** Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to the CLIENT. Transmit to the Contractor decisions as issued by the CLIENT.

h. **Records:**

(1) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, the CLIENT's clarifications and interpretations of the Contract Documents, progress reports, and other project-related documents.

(2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the CLIENT.

(3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.

i. **Reports:**

(1) Furnish the CLIENT periodic reports as required of progress of the work and of the Contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.

(2) Consult with the CLIENT in advance of scheduled major tests, inspections, or start of important phases of the work.

(3) Draft proposed change orders and work directive changes, obtaining backup material from the Contractor and recommend to the CLIENT change orders, work directive changes, and field orders.

(4) Report immediately to CTI and the CLIENT upon the occurrence of any accident.

j. **Payment Requests.** Review applications for payment with the Contractor for compliance with the approved completed quantities and forward with recommendations to the CLIENT, noting particularly the relationship of the payment requested to the schedule of values, work completed and

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

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

3. Limitations of Authority

The RPR:

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

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

C. Additional Services Requiring Authorization in Advance

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

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

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

D. Required Additional Services

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

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

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

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

E. Periods of Service

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

RECORD OF RESOLUTIONS

Electron Legal Blank, Inc., Form No. 20045

Resolution No.

11-13

Passed

20

**A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO PROCLAIMING SUPPORT FOR
ISSUE SEVENTEEN ON MAY 7, 2013.**

WHEREAS, education is of paramount importance to all the citizens within our community; and

WHEREAS, the Canal Fulton Library is one of the greatest assets of our community; and

WHEREAS, the continued loss of financial aid from the State of Ohio has rendered the financial condition of the Canal Fulton Library at a critical state.

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

That the City Council, does hereby proclaim official support for Issue Seventeen on May 7, 2013 and encourage the citizens of Canal Fulton to realize the urgency of the Canal Fulton Library's financial condition and the future of our community.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF ORDINANCES

Dayton Legal Bank, Inc.

Form No. 300-3

Ordinance No.

10-13

Passed

20

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

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

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

Section 1: In order to appropriate a donation made by AAA Massillon Automobile Club for equipment for the Police Department K-9 Unit, Council authorizes the following appropriation increase to be paid from the donation.

General Capital Improvement Fund			
Category	Previously Approved	Change	New Appropriations
Capital Costs - Police Department	54,000.00	2,500.00	56,500.00

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

Teresa Dolan, Clerk of Council

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30041

Ordinance No.

11-13

Passed

20

AN ORDINANCE AMENDING
THE CODIFIED ORDINANCES OF
THE ZONING CODE OF THE CITY
OF CANAL FULTON OHIO TO
AMEND CHAPTER 1181.02 (e) AND
CREATE CHAPTER 1181.02 (f)
PERMITTED SIGNS AND
REPEALING ANY ORDINANCES
IN CONFLICT THEREWITH.

WHEREAS, the Planning Commission of the City of Canal Fulton, Ohio has recommended that Chapter 1181.02 of the Codified Ordinances of the Zoning Code of Canal Fulton, Ohio regarding Permitted Signs be amended, and

WHEREAS, the Council has recommended the amendment of Chapter 1181.02 of Chapter 1181 regarding Sign Regulations, and

WHEREAS, a public hearing with notice as required by law has been held.

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

Chapter 1181.02 Permitted Signs

- (e) Off Premise Marquee type signs are a conditionally permitted use where the following conditions have been met and approved by the Planning Commission.
- (1) A collaboration of 3 or more businesses within the city limits in I-1, L-1, B-1 and/or B-2 districts.
 - (2) The businesses must be located on a non-thru street.
 - (3) The sign must be located at the intersection of their street and the nearest thru street within a business district.
 - (4) A business owner at this intersection must be in agreement to have this sign placed on his/her property. The agreement must be signed by all parties involved, notarized, and recorded with the Stark County, Ohio Recorder's Office.
 - (5) The sign must conform to the zoning district regulations of the district where the sign is placed, not pose any sight obstructions, and be placed outside the sightline triangle of any intersection.
 - (6) The sign design must be approved by the Planning Commission.
 - (7) A business plan for the construction, operation, and maintenance of the sign must be approved by the Planning Commission.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. _____ Passed _____, 20____

- (8) Off-Premise signs would be prohibited in the historic district, F-P and S-1 districts, and all residential districts.
- (9) The minimum separation between other off-premise signs on same side of street would be 300 ft. to prevent clutter.
- (10) The minimum separation between off- and on- premise signs for safety purposes would be 100 ft.
- (11) Prohibit any flashing elements, movement simulation, or video displays.
- (12) Signs advertising auctions to be held inside the city limits will be permitted on private property. Signs shall not exceed 12 Sq. Ft., will be limited to 3 signs and may be posted three weeks prior to the sale. All signs must be removed immediately after the sale.

(f) Any sign not expressly permitted in the above subsections (a), (b) (c), (d) and (e) of Section 1181.02 are prohibited within the City of Canal Fulton.

Any Ordinance in conflict therewith is hereby repealed.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ____13, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2013, and that publication of the foregoing Ordinance was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the ____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

RECORD OF RESOLUTIONS

Division Local Grants, Inc., Form No. 00018

Resolution No.

12-13

Passed

20

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO AUTHORIZING THE CITY
TO ENTER INTO A CONTRACT TO
RENT THE HATFIELD PARKING LOT.

WHEREAS, the City of Canal Fulton, Ohio desires to increase the amount
of available parking downtown in the historic district of the City, and

WHEREAS, John D. Hatfield desires to lease his parking lot located
adjacent to Canal Street, Market Street and Walnut Street in Canal Fulton.

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 John D.
Hatfield for the rental of his parking lot located adjacent to Canal Street, Market
Street and Walnut Street pursuant to contract attached hereto as Exhibit "A".

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

PARKING LOT LEASE

This Lease made and entered into as of the _____ day of _____, 2013, by and between HATFIELD FAMILY REVOCABLE LIVING TRUST, JOHN D. HATFIELD and INA L. HATFIELD, TRUSTEES (Lessor) and CITY OF CANAL FULTON, OHIO (Lessee),

WITNESSETH:

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a Parking Lot owned by Lessor and hereinafter described,

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

ARTICLE I

The Leased Property and the Term.

1. Leased Property. Lessor, in consideration of the rents to be paid as set forth below, and upon the covenants and conditions herein contained, hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described real estate to wit:

Situated in the City of Canal Fulton, County of Stark and State of Ohio:

Known as and being Lot Number ONE HUNDRED FORTY-THREE (#143) in the City of Canal Fulton, according to the present enumeration of lots thereon.

2. Term. The term of this Lease shall be for a period of two (2) years commencing on the 1st day of May, 2013, and ending on the 30th day of April, 2015.

3. Option to Extend Term. The Lessee is given the option to extend the term on all the provisions contained in the lease, except for rent.

4. This agreement can be terminated by either party upon presentment of ninety (90) days written notice one year after the initial commencement of the lease term.

ARTICLE II

1. Rental. During the term hereof, the monthly rental hereunder shall be Three Hundred and no/100 Dollars (\$300.00). The monthly rent shall be paid on or before the first (1st) day, but no later than the Tenth (10th) day, of each month, without demand.

2. Deposit. No Security Deposit shall be required of Lessee.

ARTICLE III

1. Beginning Possession. The right of Lessee to possess the Leased Property shall commence upon May 1, 2013.

2. Use of Premises. Lessee shall have the right to use the Leased Property for commercial purposes. Lessee shall not use or occupy, or permit the use of the Leased Property or any part thereof, in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority (including, but not limited to zoning, health, safety and environmental laws and regulations) or constituting a nuisance. Lessee covenants and agrees that it will use and occupy the Leased Property as a Public Parking Lot.

ARTICLE IV Terms and Conditions.

1. Lessee will set aside four parking spaces to be used as private parking by permit only as designated by John D. Hatfield.
2. Lessee will install appropriate signage for the parking lot and private parking areas.
3. Lessee will fill cracks and pot holes or resurface the parking lot as necessary.
4. Lessee will seal coat and stripe the parking lot once per year or as needed as determined by Lessee.
5. Lessee will provide snow removal for the parking lot and surrounding

sidewalks.

6. Lessee will not permit heavy dumpsters, containers, unlicensed or inoperable vehicles, tractor trailers or heavy trucks in the parking lot.
7. Lessee retains the exclusive right to sublet the premises and/or enter into agreements with other downtown business to help defray the cost of operation and maintenance.
8. Lessee will be responsible for landscaping and maintenance of unpaved areas of the parking lot property.
9. Lessor will retain the right to erect a commercial grade sign which complies with all historical and zoning regulations listing downtown merchants near the intersection of Market and Canal Streets on the unimproved portion of the premises.
10. Lessor and Lessee agree that any other prior lease or agreements regarding the premises are revoked, rescinded and annulled rendering said null and void.

ARTICLE V

Miscellaneous

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

LESSOR: Hatfield Family Trust
123 N. Canal St.
Canal Fulton, Ohio 44614

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

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

2. Governing Law. This Lease shall be governed in accordance with the laws of the State of Ohio.

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

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

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease on the date first above written, after due authorization.

LESSOR
HATFIELD FAMILY REVOCABLE
LIVING TRUST
JOHN D. HATFIELD and
INA L. HATFIELD, TRUSTEES

JOHN D. HATFIELD
TRUSTEE

INA L. HATFIELD
TRUSTEE

LESSEE
CITY OF CANAL FULTON, OHIO

BY _____
MARK A. COZY
CITY MANAGER

APPROVED BY:

SCOTT E. FELLMETH
Director of Law
City of Canal Fulton

State of Ohio)
Stark County)ss:

Before me, a Notary Public in and for said County and State, personally appeared HATFIELD FAMILY REVOCABLE LIVING TRUST, JOHN D. HATFIELD and INA L. HATFIELD, TRUSTEES who acknowledged before me that the foregoing instrument is signed for the purpose therein stated and as the free act and deed of the signers thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, said county and state, this _____ day of _____, 2013.

NOTARY PUBLIC

State of Ohio)
Stark County)ss:

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, said county and state, this _____ of _____, 2013.

NOTARY PUBLIC

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

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

RECORD OF RESOLUTIONS

City of Canal Fulton, Ohio, Form No. 20045

Resolution No. 13-13

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".

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

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

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) Any assets purchased or acquired by the City with funds outside the boat operations fund shall belong to the City.
- 8) Any assets purchased or acquired by the CFHS shall remain the property of the CFHS.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) The CFHS will be recognized as "owner" on all printed & media materials pertaining to their canal boat.
- 13) 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.
- 14) The CFHS will serve an advisory role in boat operations, marketing, and the use and replacement of their assets.
- 15) 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 / Overseas 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 inquirer 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 & Licensure to maintain safe working order

Terms

This Agreement shall commence on January 1, 2013 and shall end on December 31, 2013.

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 _____
Richard Harbaugh, Mayor Date

The Foregoing has been approved as to Form:

Scott Fellmeth, Law Director Date

By _____
Mark Cozy, City Manager Date

PURCHASE ORDER

BILL TO:



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

P.O. NUMBER: RG007722
 P.O. DATE: 03/07/13
 DEPARTMENT: INCOME TAX
 CREATED BY:
 VENDOR NO.: 02402

DELIVER TO:

CANAL FULTON INCOME TAX DEPT
 155 EAST MARKET ST
 SUITE #C
 CANAL FULTON, OH 44614

VENDOR:

STEPHEN A. GINELLA JR
 3600 CLEVELAND AVENUE NW
 SUITE 6
 CANTON OH 44709

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

ACCOUNT NUMBER	AMOUNT
101.140.5600	\$7,500.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		LEGAL SERVICES FOR INCOME TAX DEBT COLLECTION		\$7,500.00
		NOW AND THEN CERTIFICATE I CERTIFY FUNDS FOR THIS PURCHASE WERE AVAILABLE THEN: 2 / 28 / 2013 AVAILABLE NOW _____ / _____ / _____ SIGNED: THIS THEN AND NOW CERTIFICATE IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CJTY COUNCIL ON _____ / _____ / _____		
		ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$7,500.00

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

CLERK'S CERTIFICATE

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

Finance Director _____ Date _____ City Manager _____ Date _____
THIS ORDER IS NOT VALID UNLESS SIGNED BY THE FINANCE DIRECTOR AND THE CITY MANAGER

PURCHASE ORDER

BILL TO:



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

PO. NUMBER: RG007723
 PO. DATE: 03/10/13
 DEPARTMENT: MAYOR. ADMIN
 CREATED BY:
 VENDOR NO.: 00638

DELIVER TO:

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

VENDOR:

STARK COUNTY SOIL & WATER
 CONSERVATION DISTRICT
 2650 RICHVILLE DR SE SUITE 103
 MASSILLON, OH 44646

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

ACCOUNT NUMBER	AMOUNT
101.120.5496	\$3,500.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		ANNUAL CONSERVATION APPROPRIATION NOW AND THEN CERTIFICATE I CERTIFY FUNDS FOR THIS PURCHASE WERE AVAILABLE THEN: 1 / 29 / 2013 AVAILABLE NOW ____ / ____ / ____ SIGNED: THIS THEN AND NOW CERTIFICATE IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / ____		\$3,500.00
		ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$3,500.00

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

CLERK'S CERTIFICATE

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

Finance Director _____ Date _____ City Manager _____ Date _____

PURCHASE ORDER

BILL TO:

City of Canal Fulton

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

DELIVER TO:

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

PO. NUMBER RG007726
 PO. DATE 03/11/13
 DEPARTMENT STREET
 CREATED BY
 VENDOR NO. 00481

VENDOR:

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

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

ACCOUNT NUMBER	AMOUNT
206.360.5410	\$3,592.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		WINTER CLEANUP STREET SWEEPING		\$3,592.00
		THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		
		ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$3,592.00

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

CLERK'S CERTIFICATE

I hereby certified that the amount (\$ _____) required to meet the contract, agreement, obligation, payment or expenditure stated in this purchase order has been fully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the _____ Fund(s), and is not from any obligation or certification now outstanding.

Finance Director _____ Date _____ City Manager _____ Date _____

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

FILE COPY

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: RG007731
 P.O. DATE: 03/11/13
 DEPARTMENT: SEWER
 CREATED BY:
 VENDOR NO.: 02239

DELIVER TO:

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

VENDOR:

CANAL FULTON ELECTRICAL
 SCOTT HELLER
 774 BEVERLY AVENUE
 CANAL FULTON, OHIO 44614

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 #34-6000398

ACCOUNT NUMBER	AMOUNT
351.330.5690	\$5,723.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
3	EA	REPLACE DEFECTIVE VIBRASWITCH VIBRATION DETECTORS ON EACH HOFFMAN BLOWER AT WASTEWATER TREATMENT PLANT THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON ____ / ____ / _____.		\$5,723.00
ITEM IS A FIXED ASSET Yes <input type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$5,723.00

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

CLERK'S CERTIFICATE

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

Finance Director _____

Date _____

City Manager _____

Date _____

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

FILE CODE _____