

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

August 20, 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**
 - August 6, 2013
7. **REPORTS OF ADMINISTRATIVE OFFICERS**
 - Senior Citizens
 - Community Service Coordinator
Monthly Report
 - Fire Chief
 - Police Chief
Monthly Report
 - Engineer/Streets/Public Utilities
 - Finance Director
 - City Manager
Written Report
 - Report of Mayor
 - Parks & Recreation Board
 - Law Director
8. **THIRD READINGS**

Resolution 18-13: a Resolution by the Council of the City of Canal Fulton Ohio to Enter into a License Agreement with the City of Canton, Ohio, the Stark County Sheriff and the Board of the Stark County Commissioners
9. **SECOND READINGS**
10. **FIRST READINGS**

Resolution 20-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into a subsidy agreement with the State of Ohio, Department of Natural Resources, Division of Wildlife.
11. **P.O.s**

P.O. 7933: to Huntington National Bank in the amount of \$10,906.25 for debt service payment.

P.O. 7941: to CTI Engineers, Inc. in the amount of \$14,400.00 to provide professional engineering serviced during bidding, contract review and construction phase of WWTP Influent Screening.
12. **BILLS -**
13. **OLD/NEW/OTHER BUSINESS**
14. **REPORT OF PRESIDENT PRO TEMPORE**
15. **REPORT OF SPECIAL COMMITTEES**
16. **CITIZENS COMMENTS – Open Discussion
(Five Minute Rule)**
17. **ADJOURNMENT**

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

A motion was made to excuse Paul Bagocius from the Council Meeting by Linda Zahirsky, second by Danny Losch. Vote was as follows: Linda Zahirsky - yes; Sue Mayberry - yes; Danny Losch - yes; Scott Svab - no; Nellie Cihon -yes. Motion approved.

Others Present: Shawn Yerian, Police Chief Doug Swartz, City Manager Mark Cozy, Law Director Scott Fellmeth, Finance Director William Rouse, Service Director Dan Mayberry, and Council Clerk Teresa Dolan.

Others Present: Chell Rossi, James Deans, Joan Porter, Zackery Wilhite, Whitney Rogers, Jesse Claar, Sara Wilson, Robert Stetka, Kristi Stetka, Bob Schaeffer, Barb Schaeffer, Sara Batko, Jeremy Wilson

REPORTS OF STANDING COMMITTEES

Danny Losch submitted minutes for the Economic Development Committee meeting held on July 16, 2013. All Economic Development Committee members that were present voted to accept the minutes.

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

Bob Schaeffer spoke on Resolution 18-13 and the raises proposed for Council. Mr. Schaeffer said he had done a survey on various Councils pay scales, and did not agree with the raise.

James Deans spoke on Resolution 18-13 and said that he was in favor of the raises due to the fact of the new PERS retirement changes.

SWEARING IN AUXILIARY POLICE OFFICERS

A motion was made to swear in as Auxiliary Officers for the City of Canal Fulton: Jesse Claar, Robert Stetka Jr. and Sara Wilson by Linda Zahirsky, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

Mayor Richard Harbaugh then swore the above as Auxiliary Officers.

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

July 16, 2013

A motion was made to accept the July 16, 2013 minutes by Linda Zahirsky, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No report.

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES**

August 6, 2013

Community Service Coordinator – No report.

Fire Chief – Shawn Yerian was in attendance for Chief Ray Durkee. Linda Zahirsky asked how the living arrangement was going and Mr. Yerian stated that it was going well. Mr. Yerian said that the West side fire station was complete with the training center changes and hoped to invite Council Members to see it next month.

Police Chief - Chief Doug Swartz stated that the Department had a good Active Shooter Training at the high school. The SWAT team came out and trained our officers. This type of training accomplishes so much. It works out bugs and is invaluable training.

The Chief also thanked Council for the support on the swearing in of the three Auxiliary Officers.

Engineer/Streets/Public Utilities - Service Director Dan Mayberry reported that the 2013 Chip and Seal Program was near completion. There have been some dust complaints. After people have heard the explanation of the program they have been more accepting and realize the dust is just a short term problem to a long term solution.

Mr. Mayberry said the Mayor has asked him to look into a shelter for the Canal Boat horses for shade. Mr. Mayberry said he is looking into pricing and he would talk to the Finance Director in regards to budgeting.

Finance Director – Finance Director William Rouse stated that the June Financials were included in the packet.

Mr. Rouse stated that he is working on the tax budget. In prior years Council has reviewed and approved the budget. It is not required that Council approves it and asked what Council would like to do. Sue Mayberry asked if there was a way they could get something before it was sent just to review. Scott Svab, Danny Losch, Linda Zahirsky and Nellie Cihon were in approval of Finance Director Rouse submitting the report.

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

Mr. Rouse said he had made some changes to the reports and if any Council Members would like to see anything different to let him know. Scott Svab said he would like to see a current expense and revenue report.

City Manager – City Manager Mark Cozy included a written report for the packet. Mr. Cozy stated that he did have a report from our engineer from Environmental Design Group with their proposal for the revised Cherry Locust Street Engineering fee. Mr. Cozy said he felt the fee was good. He asked Council for a voice motion to accept the proposal and establish a contract with Environmental Design Group. Mr. Cozy said he would like to keep the project moving. He also stated he had an OPWC grant he wanted to apply for next month.

A motion was made to accept the revised engineering fee for Environmental Design Group for the Cherry/Locust Street Project, Second by Nellie Cihon. All Council Members present voted yes. Motion approved.

Mr. Cozy reported on Lawrence Township Trustees have now decided to move forward with the Tornado Siren grant. All three Trustees have unanimously voted to move forward with the grant. The application is due August 8, 2013. Mr. Cozy stated that he would have had something legislatively prepared, but there was no time to do that. Mr. Cozy said he did prepare a voice motion for tonight. He also bought quotes to Council. Right now our contribution would be roughly \$67,000.00. The grant would

CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013

reimburse us fifty percent of that. All the sirens would be located in the township according to the plan they are working on now. Mrs. Zahirsky stated that she did not realize that all of the sirens were in the township. Mr. Cozy said they would be strategically placed to go both directions. The City would get full coverage from the plan. Mrs. Mayberry asked if the proposal was the same from the meeting with Les Kamph. Mr. Cozy stated that yes it was. There is also a quote for software that allows for troubleshooting remotely and another quote to link us to NOAA. The plan would be fail safe then. Mrs. Mayberry asked if anything had changed since the last meeting.

Mr. Fellmeth said that from a straight business perspective, he felt that the system was antiquated technology. With the use of cell phones these days' alerts can go off. We have not looked into maintaining these towers or what it is going to cost to do that. The technology is way outdated. That is his personal opinion on it. He just did not see the cost effectiveness of the program.

Mr. Losch said he was concerned that the township was not ready to proceed with the grant applications. Mr. Cozy said they passed it last night, and they need our support to proceed with the project. Mr. Cozy stated that Rochelle Rossi had been with the project since the beginning. She could answer any questions. Rochelle Rossi stated that they discussed the technology. The Fire Chief relayed that there are different layers of notification. Some are smart phones, some watch the weather channel, some might have the sirens be their primary way of being notified. The Fire Chief stated that the more redundancy you have to relay it to people the better. Mr. Fellmeth asked again what the cost would be to maintain. Mr. Cozy said the current siren on top of the fire station has never cost anything to maintain and it still works. Rochelle Rossi stated the expense would be in the batteries. The cost is about \$100.00 per battery. They would not all need replaced at the same time. The township would be kicking in \$50,264.00 after the grant. We would be kicking in \$33,509.00. We would pay the full amount up front. Mr. Cozy recommended if they get the grant to look into proposals for other companies and factor in the current siren and can it be integrated into the system.

The grant would be awarded in 2014.

A motion was made that the City goes forward with Lawrence Township on the grant for the new tornado sirens system by Sue Mayberry, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

Report of Mayor – Mayor Harbaugh said he had a phone call from the Lions asking about the Pioneer Cemetery and who the owner of the cemetery was. The Mayor asked Mr. Cozy to research it and report on who owns it.

The Mayor said that there is a big dead branch over a person's property and because the Lion's voluntarily take care of it now, the property owner said they could be sued if the branch falls.

Parks & Recreation Board – No report.

Law Director – Law Director Scott Fellmeth said a decision would need to be made about an appeal of Officer Melissa Kosco's arbitration. We have 90 days to make a decision. He is recommending the City appeal the decision by the arbitrator. He said he felt the safety committee should take that up at the next meeting.

Mr. Fellmeth also discussed the assessment of tap in fees for connection to the sewer. There has been no formulation on how the City should charge them. In looking at the situation an ordinance would be needed to establish what our costs

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013**

are going to be for tap in to the sewer. A decision would be needed if they would allow those fees to be paid over time, what you are going to charge. He does not recommend that a situation be taken where you are given five years to pay a tap in fee and then charge the same price to someone who pays up front. On the initial application, Mr. Fellmeth researched the County and has the documentation on what the Stark County sewer system does. Our permit for a sanitary sewer connection does not specify what the costs are. The County tells you right up front exactly what they are going to charge and whether or not they are going to elect to take it over a five year basis, up front, ten year, or the County even allows for a twenty year to pay over time. Mr. Fellmeth said he does not recommend the twenty year for this City. To do that we have to pass an ordinance to establish fees and what they are going to be. Our application fee would have to be amended to reflect those rates if we were going to allow payment over time, and you put a mortgage back on the house. This way you are not entering a contract where someone could skip and not pay it back, you are actually putting a lien on the property. Stark County Sewer district handles their assessments like this. You can also assess everyone and require them to come into the picture for the assessment. Under that scenario if the property owner does not pay within a specified time you can certify the tax duplicate. A consensual agreement is the way to protect yourself.

Danny Losch said this may be something to go to a committee.

Mr. Fellmeth recommended going to Public Service Committee with this.

A motion was made to have a Public Service Committee Meeting on August 20, 2013 at 6:00pm to discuss administrative issues regarding sewer tap in fees in by Sue Mayberry, second by Nellie Cihon. All Council Members present voted yes. Motion approved.

Mark Cozy said he met with an individual from BriMark Hotels. They would like to meet with the Economic Development Committee to hear a proposal from them.

A motion was made to have an Economic Development Committee meeting on September 3, 2013 at 6:00pm to discuss a hotel by Danny Losch, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

THIRD READINGS

Resolution 17-13: A Resolution by the Council of the City of Canal Fulton, Ohio to Authorize the City Manager to engage Bond Counsel for the Locust Street Water and Sewer Extension Project.

A motion to pass Resolution 17-13 was made by Linda Zahirsky, second by Scott Svab. All Council Members Present voted yes. Motion approved.

SECOND READINGS

Resolution 18-13: a Resolution by the Council of the City of Canal Fulton Ohio to Enter into a License Agreement with the City of Canton, Ohio, the Stark County Sheriff and the Board of the Stark County Commissioners

Ordinance 22-13: An Ordinance by the Council of the City of Canal Fulton, Ohio to adjust the salary of Council effective January 1, 2014 in order to comply with the minimum earnable salary to earn full-time credit as mandated by Ohio Public Employee Retirement System as set forth in Ohio Senate Bill 343.

A motion was made to pass Ordinance 22-13 under suspension of the rules by Scott Svab, second by Nellie Cihon.

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013**

Danny Losch questioned the emergency on the Ordinance and said there would be some discussion on it. Scott Svab said the deadline was tomorrow affective for the 2014 new council.

Mr. Losch said that the ordinance was not giving the current council a raise, it is in regards to the retirement program. He said he knew many of them had spent a lot of years as a public servant and would lose a lot of that credit due to the salary not being acceptable by the bill. All Council Members present voted yes. Motion approved.

A motion to pass under Ordinance 22-13 under suspension of the rules was made by Scott Svab, second by Nellie Cihon.

Danny Losch said this was not an increase for this Council it is for the next Council. He wanted to add that other Council's will be doing the same thing. This will not be new just to Canal Fulton. There are a number of people here that have served this community for a long time who will be losing a lot of credit based on this bill.

Scott Svab agreed with Mr. Losch. Mr. Svab said they could take salary surveys from this community and Summit County and any county you want, we could pick and choose just like union negotiations on who is getting less and who is getting more. He simply wanted to point out also that our neighboring township that they made \$12,500 a year, plus they get full hospitalization and pension pickup. You might say we do two meetings a month, but it seems like a lot more than two meetings a month. Mr. Svab recommend anyone to join the race for Council if they think it is over paid.

Mayor Harbaugh said that Scott had left one thing out. The trustees do not regulate their pay. It is based on their budget as set by the state. Mr. Svab said that the Mayor was right. Mayor Harbaugh said that this Council was raising their salary. The Trustees only get raises if their budget increases to a certain platform. Mr. Svab said that the state did not regulate if the Trustees received health insurance. Mayor Harbaugh said he thought that was PERS.

Linda Zahirsky said she was concerned because it was quite a jump. She would have rather seen it go an additional hundred dollars a month. She realizes that would not get additional PERS credit and she know about the problems there. Her first six years she received fifty percent credit. She will never make the twenty years, and said she was not sure if any of them on this council would. Even if you took it up to this amount, you would have to run for office for a long time to get PERS health insurance.

Sue Mayberry stated that she had a few questions.

Sue Mayberry asked, who authored this legislation? Mr. Svab answered he did. Mrs. Mayberry asked if Mr. Fellmeth prepared it. Mr. Svab and Mr. Fellmeth said yes. She then asked Mr. Svab if he asked Mr. Fellmeth to prepare it and the answer was yes. Mrs. Mayberry asked what day it was prepared. Mr. Fellmeth said he did not recall and there was no subterfuge on this.

Mrs. Mayberry read Council Rule #23, Agenda Consideration which states the following:

Items to be included on agenda must be in clerk's office or City Manager's office by 12 noon Friday before council meeting. All requests for legislation which are to be prepared by the Law Director, shall be presented to that office no later than 12:00 pm noon on the Wednesday preceding the meeting at which time such legislation is to be presented.

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES**

August 6, 2013

Mr. Fellmeth indicated that we were under constraint on this legislation because of the timeline of it. Mrs. Mayberry stated that OPERS put this out in March 2013. Mr. Fellmeth said we weren't aware of this situation and Mrs. Mayberry responded, "We should have been."

Mr. Fellmeth said is just passed. He said the rules for PERS have been going back and forth and changing.

Mrs. Mayberry said that this was not a point of order and she had her speaks here. She asked Mr. Fellmeth to let her continue.

Mrs. Mayberry stated that this did not go through a public committee and asked why not. Mrs. Mayberry then asked how they were going to vote here. Mr. Losch asked if Council Rule #23 said it had to go through a sub-committee. Mrs. Mayberry said no.

She then asked council how are we going to vote. Do we all approve of the increase of our salaries? Mr. Svab said we have not done a voice vote yet. Mrs. Mayberry said that we have legislation on the table. A voice motion should have been done a long time ago.

Mrs. Mayberry asked council if they felt this was controversial legislation. Mrs. Zahirsky said that we have heard two different opinions.

Mrs. Mayberry then asked if members of council were polled as to their opinion on passing this legislation. There was some confusion as to the question.

Mrs. Mayberry said she was asking these questions because, back in March 2012 the Public Service Committee directed me to ask Mr. Fellmeth to prepared legislation regarding Milan Township. I asked him to prepare, but at the March 20, 2012 council meeting he explained he didn't because he needed consent from Council, a voice motion, then if council does approve the Milan Twp. issue he would prepare legislation. And especially in controversial legislation, in larger cities, these go through committee, they poll the members of council as to what their opinions are going to be prior to the enactment of legislation.

He said it isn't Mrs. Mayberry's province to direct him to have legislation when he didn't know there is a consensus among council to do so. Said it would be a huge waste of time to draft legislation if it isn't going to pass.

Mrs. Mayberry stated, "So apparently - this legislation is going to pass. Am I the only one who doesn't know this?"

Mrs. Zahirsky said she doesn't think five of us know tonight. Mrs. Mayberry asked why legislation was done for Mr. Svab and not for me? Mr. Svab said there was a deadline and this legislation doesn't affect anyone here. It affects newly elected council of 2014.

Mrs. Mayberry said that you have elected officials jumping through hoops trying to do the job they were elected to do transparently, while others are pulling legislation out of their hats and laws are enacted like Magic.

Danny Losch asked if she had any comment on the actual ordinance. Mrs. Mayberry said she made her comments. Scott Svab asked Mrs. Mayberry if she felt over compensated for the work that she does. Mrs. Mayberry said she never said that. Mrs. Mayberry said she is taking what she is given.

Mayor Harbaugh said that anyone that ran for Council knew what they were getting into and what they were being paid. Mrs. Zahirsky said that is why if this

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013**

is going to be passed has to be passed before people put in their petition to run. They need to know what they are going to make. Mrs. Mayberry said it never made a bearing on her running. Mrs. Zahirsky said it doesn't matter it is the law they have to know what they are going to make. Mr. Svab said to Mrs. Mayberry that she was probably going to want to donate half of her salary back if she wins in 2014. Mrs. Mayberry asked if that was what Mr. Svab was telling her she needed to do.

Scott Svab asked when the last time the Council's pay was increased. Mrs. Mayberry stated it was in 2005. Mr. Svab said when PERS went to the minimum again. Mr. Fellmeth said it has always followed the PERS minimum.

Vote is as follows: Scott Svab – yes; Nellie Cihon – yes; Danny Losch – yes; Sur Mayberry – no; Linda Zahirsky – no. Motion fails

FIRST READINGS

Resolution 19-13: A Resolution by the Council of the City of Canal Fulton, Ohio declaring 220 Ash Street insecure, unsafe, structurally defective and unfit for human habitation and declaring an emergency.

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

A motion was made to pass Resolution 19-13 under suspension of the rules by Danny Losch, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O.s

P.O. 7913: MV for Fuel in the amount of \$33,400.00 for Fuel for the remainder of 2013

A motion was made to approve P.O. 7913 by Linda Zahirsky, second by Scott Svab. All Council Members present voted yes. Motion approved.

P.O. 7916: to Control Associates Inc. in the amount of \$3,056.00 for Influent Flow Recorder for WWTP

A motion was made to approve P.O. 7916 by Nellie Cihon, second by Linda Zahirsky. All Council Members present voted yes. Motion approved.

BILLS - June Bills

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

OLD/NEW/OTHER BUSINESS

Mr. Fellmeth said he would like a voice motion for the City to appeal for the appeal for the decision on the FOP union arbitration.

A motion was made to authorize Mr. Fellmeth to appeal the decision of the FOP union arbitration in the Melissa Kosco case by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

REPORT OF PRESIDENT PRO TEMPORE

Linda Zahirsky in the paper last week there was a discussion in Akron in regards to their Sewer rates. Their rates are going to be raised to \$150.00 per month. It is the EPA that is driving the rates going up. We have a bargain

**CITY OF CANAL FULTON
CITY COUNCIL MEETING MINUTES
August 6, 2013**

Dan Mayberry stated that Canal Fulton has generally taken care of its Waste Water Treatment Plant and its sewer collection system to a responsible degree. Unfortunately that does not happen in all communities.

REPORT OF SPECIAL COMMITTEES – No Reports.

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

Sarah Batko – 8618 Scenic Ridge Ave. NW, Akron, OH 44216

Mrs. Batko came in to report on Olde Canal Days. She wanted to thank everyone on all of the help and support from the City of Canal Fulton through a hectic time. Even with the passing of Donna Lemmon and the floods, Canal Days were successful.

ADJOURNMENT

The meeting was adjourned at 8:44pm.



City Of Canal Fulton 2013 Mayor's Student Summer Works Report

Dear Mayor and City Council,

The 2013 Mayor's – Student Summer Works Program has come to an end with great success! It was very nice to have all the extra hands available to complete tasks that that needed done this summer. Six Students all from the Northwest School District: Blake Speedy, Megan Boring, Nick Simko, Chance Harvey, Shelby Wagoner, and Kelly Smith doing a nice job for the city this summer. Some of the projects completed this summer are as follows.

Mulching At the Safety Center.

Painting the restroom doors and all the picnic tables at Muhlhauser Park.

Repaired decking and painting the deck, and staining the glider swing at the senior center.

Decorating and staining the new park kiosk signs at Heritage Park and also the dog park.

Painting all the Parking bumpers at City Hall, The Bell Store Lot and at the senior center.

Planting and maintaining downtown flower containers and also the dog park flower planters.

Cleaning up during and after Canal Days Festival.

Staining the Picnic Pavilion at Heritage Park and pressure washing the concrete pad.

Painting all the utility poles along Cherry St. and the rails over the canal along Cherry and Market streets.

Painting the bike racks at the Canalway Center.

Painting the well pump houses at the Water Dept.

Cleaning the parks and mowing, maintaining city properties.

Well as you can see, the students did a lot of painting this summer that will help maintain city property for a few more years! And I hope that the students have learned from their employment here this summer and that the program can continue next year.

Respectfully submitted,

John Murphy
Community Service Coordinator



City Of Canal Fulton Community Service Report June-July 2013

June 2013

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

July 2013

- 8 Defendants currently working community service.
- 60 Hours worked by defendants in July
- 2 Defendants completing community service.
- 2 Defendants sent back for non-compliance.

For a list of work completed by community service please see attached Summer Works report.

Respectfully submitted,

John Murphy
Community Service Coordinator

REPORTS, ARRESTS, CITATIONS & WARNINGS

July 1, 2013 - July 31, 2013

OFFENSES

Breaking & Entering and/or Burglary	0
<i>(Includes Attempted)</i>	<u>0</u>
Robbery <i>(Includes Attempted)</i>	<u>0</u>
Theft	16
<i>(Includes bad checks, identity and drive-offs)</i>	<u>4</u>
Domestic <i>(Includes Violence and Disputes)</i>	<u>14</u>
Juvenile Offenses	<u>6</u>
Criminal Mischief / Criminal Damaging	<u>0</u>
Drug Related Offenses	<u>1</u>
Menacing and Aggravated Menacing	<u>3</u>
Vandalism/Property Crimes	<u>5</u>
Harassment <i>(Includes Phone)</i>	<u>3</u>
Alcohol Related	<u>0</u>
Disorderly Conduct	<u>1</u>
Assault	<u>0</u>
Missing Persons	<u>2</u>
Shots Fired	<u>0</u>
Sex Offense	<u>1</u>
Solicitors	<u>0</u>
Stalking	<u>0</u>
Suicide	<u>0</u>
TOTAL OFFENSES	<u>56</u>

PUBLIC SERVICE

Public Service Calls	27
Disturbance Calls	<u>1</u>
Suspicious Activities	13
<i>(Includes persons, vehicles, circumstances)</i>	<u>26</u>
Assist Lawrence Township Police Department	<u>6</u>
Assist Medical Squad / Fire	<u>4</u>
Assist Other P.D.	<u>18</u>
Alarms	<u>7</u>
911 Hang Ups	<u>0</u>
Attempted Suicide	<u>2</u>
Threats	<u>32</u>
Security Checks	<u>8</u>
Fireworks	<u>144</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>100</u>
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TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	<u>5</u>
Stop sign and/or Traffic Signal	<u>1</u>
Juvenile Offense	<u>0</u>
Seat Belt Violation	<u>0</u>
Parking Problems (Total)	<u>7</u>
Written Warnings	<u>2</u>
Verbal Warnings	<u>129</u>
Driver's License Violations	<u>6</u>
Registration Violations	<u>2</u>
Wrongful Entrustment	<u>0</u>
Failure to Yield	<u>4</u>
OVI	<u>2</u>
Vehicle Violations	<u>2</u>
Open Container	<u>1</u>
Failed to Stop at Accident	<u>1</u>
Failure to Control	<u>0</u>
Marked Lanes	<u>1</u>
TOTAL TRAFFIC INCIDENTS:	<u>163</u>

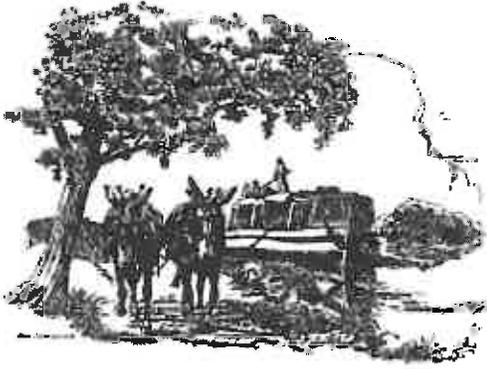
ACCIDENTS

Property Damage Only:	<u>6</u>
Injuries:	<u>0</u>
Private Property Accident:	<u>4</u>
Hit/Skip Accident	<u>1</u>
TOTAL ACCIDENTS	<u>11</u>

TOTAL CALLS OF SERVICE:	<u>474</u>
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From all of the above calls, the following numbers represent the amount of arrests that resulted from said call:

ARRESTS MADE:	<u>4</u>
WARRANTS SERVED:	<u>0</u>
TOTAL	<u>4</u>



City of Canal Fulton

155 East Market Street, Canal Fulton, Ohio 44614

(330) 854-2225, Ext. 119 - Fax (330) 854-6913

Email: citymgr@cityofcanalfulton-oh.gov

From the Office of the City Manager

City Manager's Report for August 20, 2013

1. Streets Department Promotion: I received recommendations from the Streets Superintendent and Service Director that Gary Hoskings be promoted from an Operator A to a Skilled Laborer for the Streets Department. According to Mark Peterson "Gary is reliable, dependable and has proven himself highly knowledgeable on numerous occasions in regard to his work duties. He has the ability to skillfully operate equipment in which he is entrusted. Gary also works independently, displays leadership skill and works well with his fellow employees." Gary was hired in 2003. His most recent promotion to an Operator A occurred in 2008. Taking all this into account I've promoted Gary Hoskings to a Skilled Operator for the Streets Department effective this current pay period.

2. Locust Street Water & Sewer: I hope to have an update from CTI on our next steps towards moving this project ahead for this council meeting. Scott Fellmeth has done some research on various methods we can use to assess property owners for utility services.

3. LGIF Grant: I confirmed with two Lawrence Twp Trustees that they are still on board with moving forward with the Police Study. I was concerned since they had passed a levy they may not want to at this time. We will have legislation prepared to approve the grant agreement for the next council meeting. The funds need to be spent by July 2015.

4. Locust Street Paving Project: The pre-construction meeting was last week. The contract has been signed. The project is scheduled to start the week of August 25th. Locust from Millfield to beyond the corporate limit to Lutz in Jackson will be milled first. We will have portions of Locust repaired before it's paved.

5. Tornado Sirens: Lawrence Twp Trustee Les Kamph put together most of the Emergency Management Performance Grant application and mailed it before the deadline. Rochelle Rossi, Marge Loretto, and I met provided some assistance. We should find out if we will be awarded a grant by this fall.

RECORD OF RESOLUTIONS

Dayton Legal Blanks, Inc. Form No. 20040

Resolution No. 18-13

Passed _____, 20____

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO TO ENTER INTO A LICENSE AGREEMENT WITH THE CITY OF CANTON, OHIO, THE STARK COUNTY SHERIFF AND THE BOARD OF STARK COUNTY, OHIO COMMISSIONERS.

WHEREAS, the City of Canal Fulton desires to enter into a Non-Exclusive License Agreement with the City of Canton, Ohio, the Stark County Sheriff and the Board of Stark County, Ohio Commissioners to have use of talk groups and radios for the use of emergency responders in Canal Fulton, Ohio.

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 Non-Exclusive License Agreement with the City of Canton, Ohio, the Stark County Sheriff and the Board of Stark County, Ohio Commissioners pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

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

NON-EXCLUSIVE LICENSE AGREEMENT

This Non-Exclusive License Agreement is made by and between THE CITY OF CANTON, OHIO, the STARK COUNTY SHERIFF and THE BOARD OF STARK COUNTY COMMISSIONERS, (hereinafter collectively called "Licensors") and THE CITY OF CANAL FULTON, by its duly authorized representative (hereinafter called "Licensee").

RECITALS:

- A. The Stark County Commissioners and Stark County Sheriff applied for and received a federal grant in 2004 to provide equipment, radios, programming and chargers to the County so that it could supply the same to emergency responder agencies in Stark County. The purpose was expanded capacity and interoperability between agencies in the county - law enforcement, fire, EMS and health departments.
- B. The City of Canton and Stark County executed an agreement in July, 2010, to merge their 800 MHZ radio systems ("Shared System Agreement"), benefitting both Stark County and the city of Canton, who share administrative control of the System.
- C. A segment of the merged system known as "Zone C", paid for, in part, by the federal grant, was established to allow other safety force agencies to have use of talk groups and radios for the use of emergency responders in Stark County. Licensee is a police agency commissioned by the state of Ohio.
- D. There is talk group space available on "Zone C" for Licensee.

NOW, THEREFORE, the Licensors and Licensee, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, do hereby agree as follows:

1. Licensors agree to provide talk group space on the 800 MHZ City/County Shared System to Licensee for use by its police and fire departments under the terms and conditions hereinafter provided for emergency response needs. The system service provided by Licensor shall permit radio communication by and between law enforcement, fire, dispatch, ambulance/first responder/medical personnel, and other safety forces, with Licensee, Licensor, MARCS users, and other Licensees of the Shared System on the assigned countywide emergency talk groups.
2. Licensee is authorized by this Agreement, access to Zone C of Licensors' System and one (1) talk group which shall be charged by Licensor to

Licensee as follows: \$15.00 per mobile or portable radio per month. Currently CANAL FULTON has TWENTY-THREE (23) radios for a total monthly cost of \$345.00. Each payment shall be made on or before the first day of the month of each calendar quarter. Payments shall be made payable to the Stark County Treasurer and forwarded to the SHERIFF'S fiscal officer.

3. Licensee may request use and approval from Licensors for additional or fewer radios and talk groups. Licensee shall not add any radios or other communications equipment for use in conjunction with this License Agreement without the express written consent of Licensors.

4. The term of this Non-Exclusive License Agreement shall be for a period of Twenty-seven (27) consecutive months beginning July 1, 2013 and terminating on September 30, 2015. Licensee shall have the option of renewing this License Agreement for an additional two-year period. Licensee shall inform Licensors, in writing, of its desire to renew this Agreement sixty (60) days before the termination date. No renewal shall take effect unless Licensee has complied with the terms of this Licensee Agreement.
5. This License Agreement may be canceled by Licensors at any time during the term of this License Agreement without notice to Licensee if it is determined that Licensee's use of the communication system materially interferes with Licensors' use of the system. Licensor shall notify Licensee immediately in the event of this unforeseen cancellation. Either party may cancel this License Agreement or any renewal term, without cause upon ninety (90) days written notice to the other party, or upon shorter notice if mutually agreed.
6. Licensee is responsible for purchasing and maintaining any radios and transmission equipment. Licensee's use of the communication System shall not materially interfere with the usage by Licensors or any other Licensee of the System.
7. By executing this Agreement, each party hereby releases the other party, its agents and employees from all claims, liability or demands arising from any other cause, including but not limited to, injury to persons or property, or damage of any other nature.
8. Licensee may not transfer or assign this License Agreement without the express written consent of Licensors.
9. Licensee shall abide by the directives of Licensors and shall obey all applicable rules, regulations and laws relative to the use of the radio system that have been provided by Licensor to Licensee, provided they do not modify the terms of this Agreement.

10. This License Agreement shall be binding upon the parties' successors and assigns.

IN WITNESS WHEREOF, triplicate originals of this Non-Exclusive License Agreement have been signed by the City of Canal Fulton this _____ day of June, 2013

SIGNED IN THE PRESENCE OF:

_____ By: _____

IN WITNESS WHEREOF, triplicate originals of this Non-Exclusive License Agreement have been signed by the CITY OF CANTON, OHIO Director of Public Safety this _____ day of _____, 2013.

SIGNED IN THE PRESENCE OF:

THE CITY OF CANTON, OHIO

_____ By: _____
Director of Public Safety

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY:

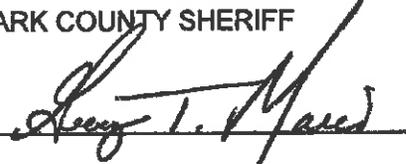
Joseph Martuccio, Law Director City
of Canton

IN WITNESS WHEREOF, triplicate originals of this Non-Exclusive License Agreement have been signed by the STARK COUNTY SHERIFF by _____ This _____ day of _____, 2013.

SIGNED IN THE PRESENCE OF:

STARK COUNTY SHERIFF

By: _____



IN WITNESS WHEREOF, triplicate originals of this Non-Exclusive License Agreement have been signed by the STARK COUNTY SHERIFF by _____ This _____ day of _____, 2013.

SIGNED IN THE PRESENCE OF:

BOARD OF STARK COUNTY COMMISSIONERS

By: _____

County Administrator

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Deborah A. Dawson Assistant Chief, Civil Division Stark County Prosecutor's Office

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 20048

Resolution No.

20-13

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO TO ENTER INTO A SUBSIDY AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE.

WHEREAS, the City of Canal Fulton, Ohio and State of Ohio, Department of Natural Resources, Division of Wildlife both have an interest in providing aquatic education programs to make all people more aware of aquatic resources and angling opportunities in Ohio and

WHEREAS, the City has made significant progress educating people about aquatic resources and educator resources and

WHEREAS, the City has support for aquatic education programs between the U.S. Fish & Wildlife Service and the Ohio Division of Wildlife, and

WHEREAS, the results of aquatic education programs will benefit anglers and educators in Ohio by making effective aquatic education and angling programs more available to all people, and will promote fishing, aquatic life systems, and sound stewardship of aquatic resources.

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 Subsidy Agreement with the State of Ohio, Department of Natural Resources, Division of Wildlife pursuant to agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 90045

Resolution No. _____

Passed _____

20____

true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2013.

Teresa Dolan, Clerk-of-Council

SEF/bp

Exhibit "A"

Page 1 of 5

**SUBSIDY AGREEMENT
BETWEEN
CITY OF CANAL FULTON
AND
STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WILDLIFE**

This Agreement is made and entered into this _____ day of _____, 2013 by and between the CITY OF CANAL FULTON, 155 EAST MARKET STREET, CANAL FULTON, OHIO 44614 hereafter referred to as the "Cooperator" and the State of Ohio, Department of Natural Resources, Division of Wildlife, 2045 Morse Rd, Bldg. G, Columbus, Ohio 43229, hereafter referred to as the "Division." This Agreement is hereby entered into under the authority of Sections 1533.15 and 1533.28 of the Ohio Revised Code.

WITNESSETH:

- WHEREAS,** the Cooperator and the Division both have an interest in providing aquatic education programs to make all people more aware of aquatic resources and angling opportunities in Ohio; and
- WHEREAS,** the Cooperator has made significant progress educating people about aquatic resources and educator resources and
- WHEREAS,** the Cooperator has support for aquatic education programs between the U.S. Fish & Wildlife Service and the Ohio Division of Wildlife, and
- WHEREAS,** the results of aquatic education programs will benefit anglers and educators in Ohio by making effective aquatic education and angling programs more available to all people, and will promote fishing, aquatic life systems, and sound stewardship of aquatic resources.

NOW THEREFORE, in consideration of the mutual advantages resulting from such cooperation and the respective obligations assumed hereunder it is mutually agreed as follows:

1. Undertake the work and activities set forth in Exhibit 1. City of Canal Fulton, which is attached hereto, made a part hereof, and incorporated by reference as if fully rewritten herein. Successful fulfillment of this Agreement shall be measured by a report of the results following completion of the program identified in Exhibit 1.
2. Consult with personnel of the Division as necessary to assure understanding of the work and satisfactory completion thereof.
3. Maintain records of actual expenditures made on behalf of the work performed under the Agreement for a period of at least three years. Records will be made available to the Division or the U.S. Fish and Wildlife Service upon request.
4. Provide appropriate recognition to the Division on the printed materials accompanying the production of their role in the Agreement project. This recognition shall include the prominent display of the Division of Wildlife logo on all publications, related printed materials and websites.
5. Maintain a complete accounting of all instructor and volunteer time accumulated during this project. Volunteer time and other contributions may be used by the Division for in-kind matching funds. The Cooperator shall report this information to the Division at the end of this Agreement June 30, 2014.

THE DIVISION SHALL:

1. Provide funding in the amount of \$2,680.00 for start-up costs, prior to performance of the work and activities described in Exhibit 1.
2. Provide funding in the amount of \$720.00 upon completion of the work and activities described in Exhibit 1.
3. Provide technical assistance and expertise.
4. Acknowledge the City of Canal Fulton as a partner in the Division's wildlife education efforts.

IT IS MUTUALLY AGREED AND UNDERSTOOD:

1. The terms of this Agreement are subject to revision by mutual, written, consent by both parties; and further provided that, prior to the completion of this Agreement, either party hereto shall have the option and privilege of terminating this Agreement by giving a 30-day written notice of intention to terminate to the other party. If the Agreement is terminated at the request of the Cooperator then a full refund of the Agreement monies shall be required within 30 days. If the Agreement is terminated by the Division, the Cooperator shall reimburse the Division for unexpended funds.
2. Obligations of the State are subject to the provisions of the Ohio Revised Code Section 126.07
3. This Agreement shall terminate June 30, 2014.
4. Work under this Agreement shall not commence until the Cooperator has been officially notified by the Division to proceed. Any services or materials supplied by the Cooperator prior to such notification, shall not give rise to any legal obligation upon the Division.
5. The Cooperator shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, military status, disability, national origin, or ancestry. The Cooperator shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, age, military status, disability, national origin or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The Cooperator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division setting forth the provisions of this nondiscrimination clause.

The Cooperator shall, in all solicitation or advertisements for employees placed by or on behalf of the Cooperator, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, military status, disability, national origin or ancestry.

6. The Cooperator shall, in all solicitation or advertisements for employees placed by or on behalf of the Cooperator; state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, sexual orientation, age, military status, disability, national origin or ancestry.

7. This program receives Federal financial assistance from the U.S. Fish and Wildlife Service. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the U.S. Department of the Interior and its bureaus prohibit discrimination on the bases of race, color, national origin, disability, age or sex (in educational programs). If you believe that you have been discriminated against in any program, activity, or facility, or if you desire further information, please write to:

The U. S. Fish and Wildlife Service
Office for Diversity and Civil Rights Programs-External Programs
4040 N. Fairfax Drive, Suite 130
Arlington, VA 22203

8. The Cooperator affirmatively represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Cooperator agrees that if this representation or warranty is deemed to be false, the Contract shall be void *ab initio* as between the parties to this Contract, and any funds paid by the state hereunder immediately shall be repaid to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
9. This Agreement is not part of any other Agreement between the Cooperator and the Ohio Department of Natural Resources and/or the Division.
10. The Cooperator agrees to comply with all applicable state and federal drug-free workplace laws. The Cooperator shall make a good faith effort to ensure that all program participants will not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while under the Cooperator's supervision during its training programs. The Cooperator further agrees to provide smoke-free classrooms for all participants.
11. The Cooperator affirms that, as applicable to it, no party listed in Division (i) or (j) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
12. The parties agree that as between the State of Ohio and the Cooperator, the Cooperator shall be solely responsible for any and all claims, demands, or causes of action arising from Cooperator's obligations under this agreement. COOPERATOR shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such Claims.
13. The State reserves the right at any time after execution of this Agreement, to terminate the Agreement, in whole, or in part, upon written notification to the Cooperator. At termination, the Cooperator shall furnish to the State a copy of all invoices and records per paragraph 5, with a statement as to the amount of work completed on said Project. Upon receipt of the above information the Chief, Division of Wildlife, shall determine the percent completion of the Project, and pay a pro-rated amount of the original Agreement price based on said percentage. The Cooperator agrees that determination of said amount, by the Chief, Division of Wildlife, is a binding and final determination. However, the Cooperator may request reconsideration by the Chief, Division of Wildlife, upon evidence not initially submitted at the time of termination of the Agreement.

14. If the Cooperator does not comply with all the terms and conditions of this Agreement, the Agreement shall be immediately canceled and all monies due the Cooperator shall be forfeited to the State.
15. The Cooperator by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Cooperator understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
16. The Cooperator affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order is available at the following website:
<http://governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>

The Cooperator also affirms, understands, and agrees to immediately notify the Division of any change or shift in the location(s) of services performed by the Cooperator or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside of the United States.

A. Termination, Sanction, Damages

If the Cooperator or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The Division is not obligated to pay and shall not pay for such services. If Cooperator or any of its subcontractors perform any such services, Cooperator shall immediately return to the Division all funds paid for those services. The Division may also recover from the Cooperator all costs associated with any corrective action the Division may undertake, including but not limited to an audit or a risk analysis, as a result of the Cooperator performing services outside the United States.

The Division may, at any time after the breach, terminate the Agreement, upon written notice to the Cooperator. The Division may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the Division determines that actual and direct damages are uncertain or difficult to ascertain, the Division in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Contract.

The Division, in its sole discretion, may provide written notice to Cooperator of a breach and permit the Cooperator to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the Division may buy substitute services from a third party and recover from the Cooperator any costs associated with acquiring those substitute services.

Notwithstanding the Division permitting a period of time to cure the breach or the Cooperator's cure of the breach, the Division does not waive any of its rights and

remedies provided the Division in this Agreement, including but not limited to recovery of funds paid for services the Cooperator performed outside of the United States, costs associated with corrective action, or liquidated damages.

B. Assignment/Delegation

The Cooperator will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the Division. Any assignment or delegation not consented to may be deemed void by the Division.

- 17. This agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This agreement may be executed and delivered by electronically in Microsoft Word or PDF format.
- 18. The Cooperator certifies that neither it nor its employees are public employees of the Division under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the Cooperator carries Workers' Compensation coverage.
- 19. The parties hereto agree that the Cooperator, and any agents and employees of the Cooperator, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the state. Nothing in this agreement shall be construed so as to create a partnership, joint venture, or other relationship between the parties.

In witness whereof, the parties hereto have set their hands as of the date(s) written herein below.

COOPERATOR

DEPARTMENT OF NATURAL RESOURCES

City of Canal Fulton

Scott Zody, Chief
Division of Wildlife
As Designee For:
James Zehringer, Director
Ohio Department of Natural Resources

Date

Date

34-6000496
Federal Tax ID Number



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 **RG007933**
P.O. DATE **08/07/13**
DEPARTMENT **WATER**
CREATED BY
VENDOR NO. **01460**

DELIVER TO:

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

VENDOR:

HUNTINGTON NATIONAL BANK
CORP. TRUST DEPT. EA4E63
7 EASTON OVAL
COLUMBUS, OHIO 43219

ACCOUNT NUMBER	AMOUNT
441.310.5895	\$10,906.25

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		DEBT SERVICE PAYMENT		\$10,906.25
			TOTAL:	\$10,906.25

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director

Date

City Manager / Mayor

Date

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

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 **RG007941**
P.O. DATE **08/15/13**
DEPARTMENT **SEWER**
CREATED BY
VENDOR NO. **00486**

DELIVER TO:

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

VENDOR:

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

ACCOUNT NUMBER	AMOUNT
351.330.5730	\$14,400.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		PROVIDE PROFESSIONAL ENGINEERING SERVICES DURING BIDDING, CONTRACT REVIEW AND CONSTRUCTION PHASE WWTP INFLUENT SCREENING THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		\$14,400.00
TOTAL:				\$14,400.00

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director

Date

City Manager / Mayor

Date

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