

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

June 1, 2010

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **FIRE DEPARTMENT RECOGNITIONS**

5. **CORRECTING & ADOPTING THE RECORD
OF PROCEEDINGS**

May 18, 2010

6. **REPORTS OF STANDING COMMITTEES**

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

8. **REPORTS OF ADMINISTRATIVE OFFICERS**

A. Senior Citizens

B. Community Service Coordinator - *Written*

C. Fire Chief

D. Police Chief

Annual Report

E. Engineer/Streets/Public Utilities

F. Finance Director

G. City Manager

Award Bid – High Street/Phase I

H. Report of Mayor

Civil Service Appointment

I. Parks & Recreation Board

J. Law Director

9. **THIRD READINGS**

Ordinance 4-10: An Ordinance Amending the Codified Ordinances of the Streets, Utilities and Public Services Code of the City of Canal Fulton, Ohio In Order to Amend Chapter 925 Regarding Sewer Use Regulations and Repealing Any Ordinances In Conflict Therewith.

Resolution 14-10: A Resolution to Amend Resolution 1-10, Rules and Regulations for the Council of the City of Canal Fulton, Specifically Rule #18, and Repealing All Prior Rules and Regulations Inconsistent Herewith.

Resolution 15-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into An Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the High Street/Erie Avenue Roadway Improvements – Phase I.

Resolution 16-10: A Resolution By the Council of the City of Canal Fulton to Enter Into An Amended Agreement with Wenger Excavating, Inc. to Enter Into A Contract Change Order for the Marshallville Street Sanitary Sewer Extension.

Resolution 17-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Adopt An EMS Policy.

Resolution 18-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Permit the Finance Director to Hold Other Public Office.

10. **SECOND READINGS**

Resolution 19-10: A Resolution By the Council of the City of Canal Fulton, Ohio To Enter Into An Agreement with the Board of Commissioners of Stark County, Ohio for a Community Development Block Grant for the High Street/Erie Avenue Plum Creek Culvert Replacement Project.

Resolution 20-10: A Resolution to Amend Resolution 1-10, Rules and Regulations for the Council of the City of Canal Fulton, Specifically Rules 30, 31, 33 and Repealing All Prior Rules and Regulations Inconsistent Herewith.

11. **FIRST READINGS**

Resolution 22-10 A Resolution to Adopt the Solid Waste Management Plan for the Stark-Wayne-Tuscarawas-Wayne Joint Solid Waste Management District.

12. **PURCHASE ORDERS & BILLS**

P.O. 6085 to The Bank of New York for Interest on Water treatment Plant, water Plant Extension and Downtown Improvement Bonds in the Amount of \$7,470.00.

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P.O. 6086 to American Legal Publishing Company for Codified Ordinance Supplements in the Amount of \$3,823.00.

P.O. 6087 to Baker Vehicle Systems Inc. for Excel Hustler Super Z Mower in the Amount of \$11,390.00.

13. **BILLS: \$147,699.60**
12. **OLD/NEW/OTHER BUSINESS**
13. **REPORT OF PRESIDENT PRO TEMPORE**
14. **REPORT OF SPECIAL COMMITTEES**
15. **CITIZENS COMMENTS – Open Discussion**
(Five Minute Rule)
16. **ADJOURNMENT**

RECORD OF PROCEEDINGS
CITY OF CANAL FULTON

Minutes of

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

May 18, 2010

Held

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COUNCIL MEETING

Linda Zahirsky, President Protempore, called the May 18, 2010 City Council meeting to order at 7:00 PM in Council Chambers at City Hall.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Mrs. Cihon Danny Losch, Sue Mayberry, Matthew Moellendick, Mrs. Zahirsky, and Mr. Bagocius.

Absent: Mrs. Cihon. Mrs. Cihon is absent due to a family celebration.

Mrs. Zahirsky stated the Mayor was present, but then was encouraged to leave as he was ill.

Mr. Losch moved to excuse Mayor Grogan due to illness, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Losch moved to excuse Mrs. Cihon, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Others Present: Mark Cozy, City Manager; Scott Fellmeth, Law Director; Tammy Marthey, Clerk of Council; Daniel Mayberry, Service Director; Ray Green, Fire Chief; Scott Svab, Finance Director; William Dorman, Engineer; and Joan Porter, Repository.

CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS

Mrs. Mayberry moved to adopt the record of proceedings as submitted, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

REPORTS OF STANDING COMMITTEES

Finance Committee Meeting: Mrs. Zahirsky reported that the finance committee met and discussed the income collections and to see if they need mid year changes as the collections are down 6% from a year ago. They anticipated they would be down for 2009 and so when they budgeted 2010 they took this into account. There was \$180,000 cushion in the event they were down. They are not going to be making any tremendous cuts, but will be looking at non-essential programs to see if they can be put off for another year.

They also looked at a reserve fund and whether it can be established at this time. Before the next meeting, they hope to have information from Mr. Svab and Mr. Cozy as to what accounts they would like to see funds put in.

Mr. Bagocius moved to have a finance committee meeting on June 15, 2010 at 6:15 PM for the purpose of reviewing the collections and the reserve fund and any other business matters necessary, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

CITIZENS' COMMENTS – AGENDA MATTERS - None

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REPORTS OF ADMINISTRATIVE OFFICERS

SENIOR CITIZENS (Nellie Cihon) Not Present

COMMUNITY SERVICE (John Murphy, Coordinator) None

FIRE CHIEF (Ray Green, Chief)

EMS Week: Chief Green stated it is EMS Week and would like to recognize the contributions that EMS providers make in their communities. He would also like to present life saving awards to individuals that have been part of the team in assisting with saving lives. They are as follows:

Ray Durkee, Assistant Chief; Glenn Boyd, Captain; David Ayers, Rachel Berkey, Ed Collet, James Coughlin, Jr., Joshua Mott, David Pratt, Rory Richards, Dan Podlogar, John Gross, Jeremy King, Mike Peel, Chad Wetzel and Mike Wycoff.

2009 Chief's Award: Chief Green stated this gentleman has served the department for forty-three years, James Coughlin, Sr.

Mrs. Zahirsky stated she appreciates the services that the fire department provides

Monthly Report: Chief Green submitted the monthly report.

POLICE DEPARTMENT (Edward Harbaugh, Patrolman): No Report

Monthly Report: The monthly report was included in the council packet.

ENGINEER/STREETS/PUBLIC UTILITIES (William Dorman/Dan Mayberry):

Downtown Tree Removal: Mr. Mayberry requested if any council members get any feed back regarding the removal of the trees, he would be interested in hearing the comments.

Mrs. Zahirsky stated she has received on and she explained to the individual as to why the city was removing them.

Mr. Cozy stated Mr. Mayberry and his staff need to be commended for the job they have been doing in the removal of the trees.

FINANCE DEPARMTENT (Scott Svab)

Purchase Orders & Check List: Mr. Svab stated the purchase orders and check list is included in the council packet.

April 2010 Financial Statement: Mr. Svab stated the income tax collections ending April 2010 are down a total of 6% from 2009. The amount collected year-to-date IS \$836,440 compared to \$885,880 in 2009.

The April monthly collections were also down from \$366,980 in 2010, compared to \$387,533 in 2009.

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Mr. Bagocius moved that they are in receipt of the April 2010 Financial Statements, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

CITY MANAGER (Mark Cozy)

Canalway Monthly Report: Mr. Cozy distributed a copy of the monthly Canalway Center Monthly Report.

Safety Center Sign: Mr. Cozy distributed the latest copy of the artwork for the sign to be placed at the Safety Center.

Resolution 17-10: Mr. Cozy stated there have been some slight changes in the EMS Policy, Resolution 17-10. It is included in the packet as amended.

It was originally written that all people paying taxes would receive soft billing. It has people who work here also pays.

The changes are included in the #2, Residents and those employed in the City will be required to pay to the extent of their private or public medical insurance coverage.

REPORT OF MAYOR (John Grogan) - Not Present

PARKS & RECREATION BOARD (Fred Fleming) Not Present

LAW DIRECTOR (Scott Fellmeth) – No Report.

THIRD READINGS -

Resolution 12-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into A Memorandum of Understanding With the Stark Council of Governments.

Mr. Bagocius moved for passage of Resolution 12-10, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Bagocius stated this is just merely an agreement to move forward with the study.

Mrs. Zahirsky stated there was an article in the paper Sunday and this project is up for grant money. You vote for it on EfficientGovtNow.

SECOND READINGS

Ordinance 4-10: An Ordinance Amending the Codified Ordinances of the Streets, Utilities and Public Services Code of the City of Canal Fulton, Ohio In Order to Amend Chapter 925 Regarding Sewer Use Regulations and Repealing Any Ordinances In Conflict Therewith.

STANDS AS SECOND READING

Resolution 14-10: A Resolution to Amend Resolution 1-10, Rules and Regulations for the Council of the City of Canal Fulton, Specifically Rule #18, and Repealing All Prior Rules and Regulations Inconsistent Herewith.

STANDS AS A SECOND READING

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Mr. Bagocius asked if this is the one that gives power to the president pro-tempore regarding legislation going to committee or not going to committee.

It was stated yes.

Mr. Fellmeth stated these changes have already been approved. It was passed at a previous meeting by a voice motion. This resolution is merely just for housekeeping.

Resolution 15-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into An Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the High Street/Erie Avenue Roadway Improvements – Phase I.

STANDS AS A SECOND READING

Resolution 16-10: A Resolution By the Council of the City of Canal Fulton to Enter Into An Amended Agreement with Wenger Excavating, Inc. to Enter Into A Contract Change Order for the Marshallville Street Sanitary Sewer Extension.

STANDS AS A SECOND READING

Resolution 17-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Adopt An EMS Policy.

STANDS AS A SECOND READING

Mr. Bagocius asked about page 2 billing/collection administration. He asked if those that live and work in the city and city employees, will still receive soft billing all others will have hard billing. It was stated yes.

Chief Green asked if they are considering Lawrence Township agreements as residents. He felt this is part of the joint staffing.

Mr. Svab stated it should be kept separate at this time. Mr. Svab stated they will receive soft billing.

Mr. Cozy stated they will need to clarify this.

After discussion, it was determined that the soft billing will continue for the Lawrence Township residents as part of the joint agreement with the township.

Resolution 18-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Permit the Finance Director to Hold Other Public Office.

STANDS AS A SECOND READING

Mr. Bagocius stated he asked about the finance director at last meeting about establishment of hours in the city and also potential conflict of interest if we negotiate any items with New Franklin. He would like to establish a policy. Mr. Bagocius asked through Administration if there was any effort to establish hours and to deal with potential conflict of interest.

Mr. Cozy stated Mr. Svab would recuse himself if they did any negotiations with New Franklin.

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Mr. Bagocius stated he should recuse from New Franklin and not here since he is full-time.

Mr. Fellmeth stated they should wait to see if any conflict of interest does occur, rather than create a policy based on hypothetical. He stated if a situation would come up, he could recuse himself and at that time a determination could be made.

Mr. Cozy stated any negotiations would be between Mayor and Council and the City Manager would be the contracting authority. The Finance Director is there to give informational advice.

Mr. Bagocius stated a finance director in two communities can serve as two masters. His concern is that there would definitely be a conflict of interest. He stated the other issue is establishing hours and asked if this was going to happen.

Mr. Cozy stated the finance director is a salaried employee and the payroll is monitored to be sure we are getting our allotted hours. As far as establishing hours, how would we do that?

Mr. Fellmeth stated he works a lot of overtime and is not charged to the city. He doesn't receive comp time. He doesn't necessarily work a 9-5 day. Some days he may work 14 hours.

Mr. Bagocius stated this is common with being salaried. He stated this is the difference between salary and hourly.

Mr. Svab asked if Mr. Bagocius was given comp time. He stated no and didn't think salaried employees are given time on a normal work day in which they simply spend more than their normal hours.

Mr. Svab stated this isn't the current policy of Canal Fulton. We have many salaried department heads that get comp time and he is one that doesn't get it.

Mr. Bagocius stated on the record that he thinks unless there are established hours, we are not serving the city, we are serving an individual. He hopes by the next meeting, established hours would be a consideration when the vote is taken along with the potential conflict of interest policy.

FIRST READINGS

Ordinance 5-10: An Ordinance Establishing Rates of Pay for the Canal Boat Operations, and Declaring an Emergency.

Mr. Moellendick moved for suspension of the rules, seconded by Mr. Losch. **Roll: Yes, ALL.**

Mr. Moellendick moved for passage under suspension, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

It was stated the emergency clause is due to the canal boat operations already starting.

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Resolution 19-10: A Resolution By the Council of the City of Canal Fulton, Ohio To Enter Into An Agreement with the Board of Commissioners of Stark County, Ohio for a Community Development Block Grant for the High Street/Erie Avenue Plum Creek Culvert Replacement Project.

STANDS AS A FIRST READING

Mrs. Mayberry asked what the city's portion of the grant is.
The city's portion is about \$15,000.00.

Resolution 20-10: A Resolution to Amend Resolution 1-10, Rules and Regulations for the Council of the City of Canal Fulton, Specifically Rules 30, 31, 33 and Repealing All Prior Rules and Regulations Inconsistent Herewith.

STANDS AS A FIRST READING

Ordinance 6-10: An Ordinance Approving the Editing and Inclusion of Certain Ordinances As Parts of the Various Component Codes of the Codified Ordinances; Providing for the Adoption of New Matter in the Updated and Revised Codified Ordinances; Publishing the Enactment of Such New Matter; Repealing Ordinances and Resolutions in Conflict Therewith; and Declaring an Emergency.

Mr. Moellendick moved to suspend the rules of Ordinance 6-10, seconded by Mrs. Mayberry. **ROLL: Yes, ALL**

Mrs. Mayberry moved for passage under suspension, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Resolution 21-10: A Resolution By the Council of the City of Canal Fulton, Ohio to Enter Into A Contract with Adams Signs for Construction of the Safety Center Sign and Declaring an Emergency.

Mr. Losch moved to suspend the rules on Resolution 21-10, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Losch moved for passage under suspension, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

As previously indicated, the Fellmeth family wished to donate \$3,970 for the signage, the amount in excess of the \$15,000 which was budgeted for the sign. Mr. Fellmeth gave a check this evening the Mr. Svab.

Mr. Losch stated the emergency clause is due to them wanting the get the sign erected during the nice weather, as well as they would like to have it done before Old Canal Days for the dedication.

PURCHASE ORDERS & BILLS

P.O. 6061 to BSN Sports Collegiate Pacific to Increase Quantity to Four Gooseneck Basketball Court Rim Assembly in the Amount of \$2,836.17.

Mr. Svab stated Mr. Fleming had already ordered two because of controversy from the last council meeting. He stated with Mr. Cozy's approval, a purchase order was done for two hoops. This purchase order is to add two hoops for council's approval because of a question of whether the park was going to be utilized with four basketball hoops or two full courts. He stated it is council's decision that if they agree to four basketball courts, they are agreeing to the park boards plan.

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Mr. Cozy stated the issue is whether or not they want to experiment with a skate park on the one side. If two courts are put in, it would eliminate the potential for the skate park at the site. He wants council to make the decision.

Mrs. Zahirsky asked if authorization has been made for two. It was stated yes.

Mr. Cozy stated Mr. Fleming received a good price for a period of time. Mr. Cozy researched and Mr. Fleming was saving \$100 per hoop.

Mrs. Zahirsky asked if there was a reason why they can't the additional two until they are ready to install them at that park or another location.

Mr. Cozy stated he was told to wait by the Mayor.

Mrs. Mayberry asked if there is a minimum land requirement for a skate area.

Mr. Cozy stated they would have to put in there what would fit. They have a file with apparatus that has been looked at by the previous Canal way Center Director and Mr. Loch. He stated his recommendation last year was if they are going to do something they should apply for a Nature Works grant. It is 25/75 match. This is still his recommendation to build a skate park because there is grant monies available. In the meantime they could make a design and apply for a grant. This is up to the direction that council wants to give.

Mr. Cozy stated at the Puffenberger property it would require a lot of earth moving and then building it once they are there would be substantial cost. He wouldn't recommend they incur this at this point. They are looking at something modest for the Old School Lot. He said not speaking on behalf of the Mayor, but if they spend a small amount here and it doesn't get the use, then that shows them to really how much they want to spend in the new park. He said to do a modest expense here and it gets a lot of use, then there is a demand and look at the larger expense.

Mr. Losch request that this purchase order be tabled because many people don't realize that there was a petition in 2004 that was created for this skate park. He stated nothing has been done. He stated the park board hasn't not really put the effort in to really putting something in, not even a small modular, inexpensive unit. He stated Mr. Deans and Ms. Rossi have done a lot of extensive work on research for a modular unit. He stated he has also done some research. He stated the park board is not acknowledging what the kids are requesting. He stated he hasn't seen any petitions for another basketball court. He stated he is getting fed up with this because we are not paying attention to our young people in this matter. He stated it has gone on way to long.

Mr. Losch stated the mayor needs to be a part of this conversation so he is requesting they table this issue.

Mr. Fellmeth stated the Canal Fulton Police Department had requested if a skate park is built that it be put in the Old School Yard Park because it is the highest visibility area where it can be watched, as opposed to elsewhere.

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Mr. Bagocius would like to see a modified plan for the Old School Playground so they can see what the options are and whether the four hoops are or a skate park.

Mr. Cozy stated there are also hoops included in the new park plans.

Mrs. Zahirsky stated if they purchase the other two hoops is there another place they could put the hoops for use.

Mr. Cozy stated they would need to repair the asphalt.

Mr. Losch moved to table P.O. 6061, seconded by Mr. Moellendick.
ROLL: Yes, Mr. Losch, Mrs. Mayberry, Mr. Moellendick and Mr. Bagocius. No, Mrs. Zahirsky.

P.O. 6064 to Bontrager Excavating LTD to Install Sanitary Sewer Main With Manhole at Colonial and Pauli Streets in the Amount of \$14,760.00.

Mr. Moellendick moved for approval of P.O. 6064, seconded by Mr. Losch.
ROLL: Yes, ALL.

P.O. 6070 to Huntington National Bank for Interest and Principal on Fire Station Bond in the Amount of \$119,125.00.

Mr. Bagocius moved to approve P.O. 6070, seconded by Mr. Losch.
ROLL: Yes, ALL.

P.O. 6072 to Southway Fence Company for Material and Labor to Install Four Basketball Hoops and Burn Off Existing Hoops, Posts Set in Concrete Footer in the Amount of \$2,800.00.

Mr. Cozy asked if they have council's permission to turn one court sideways. It was stated yes.

Mr. Bagocius moved to change wording to two basketball hoops, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

Mr. Bagocius moved for passage of P.O. 6072 as amended, seconded by Mr. Losch. **ROLL: Yes, Mr. Losch, Mrs. Mayberry, Mrs. Zahirsky, and Mr. Bagocius. No, Mr. Moellendick.**

P.O. 6075 to CTI Environmental, Inc. for 2010 Blanket for Admin. Engineering in the Amount of \$45,000.00.

Mr. Bagocius moved for approval of P.O. 6075, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

Mr. Bagocius asked if this was for services not specified to any project. It was stated this was for general work.

P.O. 6077 to Adams Signs for LED Message Sign, Installed at Safety Center Location, Includes Electrical and Masonry Work and Materials in the Amount of \$18,978.00.

Mr. Losch moved for approval of P.O. 6077, seconded by Mr. Moellendick.
ROLL: Yes, ALL.

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Held

P.O. 6080 to Central Allied Enterprises to Mill Out 2" of Asphalt 275 Ft. x 12 Ft, Apply Tack and Install Overlay in the Amount of \$8,441.00.

Mr. Moellendick moved for approval of P.O. 6080, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

Bills: \$40, 860.13 Mr. Moellendick moved to approve the bills, seconded by Mr. Losch. **ROLL: Yes, ALL.**

OLD/NEW/OTHER BUSINESS -

Mr. Losch wanted to remind people of the paint the town program. It is a three year program and hopes all takes advantage of program. It is a 50% discount that is available for all Canal Fulton residents.

REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky) -

No Report.

REPORT OF SPECIAL COMMITTEES -

Joint Fire Department Study Committee: Mr. Bagocius stated they established their goals, strengths and concerns that will need addressed if district is established. Each member is contact a current joint district. A template is being used.

The committee had recommended having the next meeting on June 17, 2010 at 6:30 PM.

Mrs. Zahirsky stated the committee would like to receive citizen input.

It has been established that each committee member is going into this with the intent of studying all aspects of the establishment of a district or not to establish one.

Clerk's Note: Chief Frisone is now in attendance.

Mrs. Zahirsky stated they met with the Lawrence Township Trustees. Their solicitor recommended the city make up their mind as to what kind of JEDD the city wants before they move forward. There were citizens present and they were able to ask questions at the meeting as well.

Economic Development Committee: Mrs. Zahirsky stated they will need to schedule a committee meeting.

Mr. Cozy stated he would get input from residents to what they would like to see in a JEDD.

Mrs. Mayberry stated she would like administration to get information regarding what Mr. Krash presented.

Mr. Cozy stated he would copy ORC and give to each member.

Mrs. Mayberry moved to have an Economic Development Committee meeting on June 8, 2010 at 6:30 PM, seconded by Mr. Losch. **ROLL: Yes, ALL.**

**RECORD OF PROCEEDINGS
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CITIZENS COMMENTS-Open Discussion (Five-Minute Rule)

Chief Frisone: Chief Frisone stated he is glad to be back. He has been released from active duty but is finishing schooling and will notify the city with his return to work date.

Mr. Deans: Mr. Deans thanked all those that supported the Friends of the Library Pancake Breakfast.

ADJOURNMENT

President Protempore Zahirsky adjourned the May 18, 2010 meeting. The next regular scheduled meeting is June 1, 2010 at Canal Fulton City Hall, Council Chambers.

Tammy Marthey, Clerk of Council Linda Zahirsky, President Protempore



City Of Canal Fulton Community Service Report April – May 2010

Dear Mayor and City Council,

April 2010

- 6 Defendants sentenced to Community Service.
- 2 Defendants completed their time.
- 1 Defendant sent back to court for non-compliance
- 67 Hours worked by Defendants in the month of April.

May 2010

- 9 Defendants sentenced to Community Service.
- 1 Defendant completing their time.
- 2 Defendants sent back to court for non-compliance.
- 101 Hours worked by Community Service in May.

Work Completed:

During the month of April, a lot of time was used to paint the St. Helena 3 Canal Boat. I had one defendant work her hours at the Northwest Senior Center. We also helped with the Swiss Steak Dinner there also.

During the month of May, Community Service spent most of the hours worked on trying to keep up with the mowing and landscaping of city property. The parks were cleaned on a daily basis. We also are finishing up working on planting all the downtown planters. In May also we had one defendant helping with filing and light office duties at city hall.

Respectfully submitted,

John Murphy
Community Service Coordinator



**CANAL FULTON
POLICE DEPARTMENT**



ANNUAL REPORT

2009

**Canal Fulton Police Department
1165 S. Locust Street
Canal Fulton, OH 44614
Phone: 330-854-2926 (Non-Emergency)
Fax: 330-854-0618**

Officer / Date of Hire	Event	Location	Date
Daniel S. Tickerhoof September 2007	BAC Datamaster Certification	Richfield, OH	Jan. 2009
	Firearms Qualifications	Canal Fulton, OH	Jan. 2009
	Role of Law Enforcement in Domestic Violence and Sexual Assault Cases	Canal Fulton, OH	Feb. 2009
	Injury Identification for First Responders in Domestic Violence, Sexual Assault and Elder Abuse Cases	Canal Fulton, OH	Feb. 2009
	Investigation and Prosecution of Child Sexual Assault	Wooster, OH	Mar. 2009
	CPR, First Aid and AED	Canal Fulton, OH	Mar. 2009
	Seizure and Forfeiture	Perry Twp., OH	Mar. 2009
	Arson Homicide Investigation and Prosecution	Canfield, OH	Apr. 2009
	Taser Certification	Lawrence Twp., OH	Apr. 2009
	Reid Technique of Interview and Interrogation	Perry Twp., OH	May 2009
	Stark County Prosecutor's Law Enforcement Seminar	Massillon, OH	Sept. 2009
	Field Training Officer	Jackson Twp., OH	Sept. 2009
	Domestic Violence Training	Massillon, OH	Oct. 2009
	Drug Facilitated Sexual Assault	Massillon, OH	Oct. 2009
	Behavioral Detection Training for Law Enforcement	Columbus, OH	Dec. 2009
	Human Trafficking	Richfield, OH	Dec. 2009
	Robert M. Buhecker November 2007	Firearms/Taser Qualifications	Canal Fulton, OH
Domestic Violence Training		Canal Fulton, OH	Feb. 2009
CPR First Aid AED		Canal Fulton, OH	Mar. 2009
Reid Interview and Interrogation		Perry Twp., OH	May 2009
Active Shooter Training		Perry Twp., OH	June 2009
Timothy M. Koncz April 2008	Firearms Qualifications	Canal Fulton, OH	Jan. 2009
	Terrorism - EOPOTA	Canal Fulton, OH	Jan. 2009
	Continuing Professional Training	Canal Fulton, OH	Feb. 2009
	CPR Recertification	Canal Fulton, OH	Feb. 2009
	Taser X26 Certification	Lawrence Twp., OH	Apr. 2009
	Active Shooter Training	Perry Twp., OH	June 2009
	Consent to Search - EOPOTA	Canal Fulton, OH	Nov. 2009
	Automobile Inventory - EOPOTA	Canal Fulton, OH	Nov. 2009
	Automobile Searches - EOPOTA	Canal Fulton, OH	Nov. 2009
	Criminal Gang Awareness - EOPOTA	Canal Fulton, OH	Nov. 2009
Human Trafficking	Richfield, OH	Dec. 2009	
Elaine J. Weitzel November 2004	Ohio Public Records and Open Meetings Laws	Brookpark, OH	Apr. 2009
	Law Enforcement Seminar	Stark County, OH	Sept. 2009

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No.

4-10

Passed

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AN ORDINANCE AMENDING
THE CODIFIED ORDINANCES OF
THE STREETS, UTILITIES AND
PUBLIC SERVICES CODE OF THE
CITY OF CANAL FULTON, OHIO
IN ORDER TO AMEND CHAPTER 925
REGARDING SEWER USE
REGULATIONS AND REPEALING
ANY ORDINANCES IN CONFLICT
THEREWITH.

WHEREAS, the Stark County Ohio Health Department has recommended changes in requirements to all sewer districts, and

WHEREAS, the Council of the City of Canal Fulton, Ohio has recommended that Chapter 925 of the Codified Ordinances of the Streets, Utilities and Public Services Code of Canal Fulton, Ohio regarding Sewer Use Regulations be amended, 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 925 Sewer Use Regulations is amended to read:

Section 925.17

Minimum Sizing of Plumbing Vent Systems

The Sewer District requires a minimum three (3) inch main vent through the roof when constructing the plumbing in a dwellings venting system.

Use of Air Admittance Valves Prohibited

The Sewer District prohibits the use of Air Admittance Valves in plumbing systems connected to the public sewer system.

and Repealing any Ordinance in conflict therewith.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance _____ 10, duly

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 4-10

Passed _____, 20____

adopted by the Council of the City of Canal Fulton, on the date of _____.
2010, 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
_____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

AS AMENDED

Resolution 14-10
Passed: _____

Resolution Presented by Council:

A RESOLUTION TO AMEND RESOLUTION 1-10, RULES AND REGULATIONS FOR THE COUNCIL OF THE CITY OF CANAL FULTON, SPECIFICALLY RULE #18, AND REPEALING ALL PRIOR RULES AND REGULATIONS INCONSISTENT HEREWITH

WHEREAS, this Council deems it advisable to amend its rules and regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, COUNTY OF STARK, STATE OF OHIO:

SECTION 1: That the rules of the Council of the City of Canal Fulton shall be adopted and shall remain in effect until amended or repealed, and are as follows:

I. ORGANIZATION

Rule 1. Elected Officers - Presiding Officer

The Mayor serves as President of Council and Presiding Officer. The Mayor has no vote except in the cast of a tie as allowed by law. The Council shall elect a President pro tempore to serve in the Mayor's absence. The President pro tempore shall serve for a one-year term. In the event of the absence of both the President and President pro tempore, Council shall elect for purposes of that particular meeting, a temporary chairman. The President pro tempore and temporary chairman shall have the right to vote while serving as presiding officer.

Rule 2. Officer - How Elected

The President pro tempore of this body shall be elected by a majority of the duly elected members. Nominations shall be made from the floor. Elections shall be by voice vote. In the event no one is elected after two successive votes, the candidate receiving the fewest number of votes on the second vote and each vote thereafter, shall be eliminated as a nominee. The election shall continue by this procedure until one nominee receives four (4) votes. The President pro-tempore shall not be elected more than two consecutive calendar years.

Rule 3. President Pro Tempore - When Elected

The President pro tempore shall be elected at the beginning of the first regular Council meeting for each year. All elected members of Council shall cast a vote. In the event the President pro

tempore shall fill the unexpired term of the mayor, the Council shall elect a new President pro tempore by a majority of all members, including the member elected to fill the vacancy on Council.

Rule 4. Council Vacancy - How Filled

The vacancy in the office of a member of Council shall be filled for the remainder of the unexpired term by election of the majority of all members for the unexpired term. If the Council fails to fill a vacancy within 45 days, the mayor shall fill it by appointment.

Rule 5. Committee of Committees

At the first meeting of the year, Council shall elect two (2) members of the Council who, together with the President pro tempore, shall constitute the committee on committees.

Rule 6. Duties of Committee on Committees

Upon election of the two (2) members of the Committee on Committees, they shall meet with the President pro tempore and select the members of the Standing Committees. Such selections shall then be reported by the President pro tempore not later than the next meeting of Council. There shall be a minimum of three (3) members on each Standing Committee.

Rule 7. Standing Committees

Each Standing Committee shall elect a chairperson for its committee at the committees' first meeting of each calendar year. Each committee will be required to have its initial meeting in the first quarter (January – March) of each calendar year. No Council member shall chair more than one committee. The Standing Committees for Council shall be as follows:

Finance

Budget, appropriations and re-appropriations, bonds, investments, expenditures, pay ordinances, and ordinances setting salaries.

Economic Development/Zoning

Land use, zoning, conditional uses, planning and community development, attraction of commercial and industrial development, retention of existing businesses, tax abatement.

Personnel/Rules

Personnel, labor relations, insurance claims, Rules of Council, and ordinances setting number of employees.

Safety

Disaster services, communications, fire and paramedics, and police and health.

Public Service

Streets, highways, sidewalks, and improvements, water, sewer items and franchises.

In addition, Council members may serve as Council liaison on other committees including, but not limited to, Parks & Recreation Board, Planning Commission, Community Betterment Committee, and City Council/Township Trustee meetings. Council members on such committees do not have authority to commit Council's authority over policy or revenue spending.

II. MEETINGS - PROCEDURE AND CONDUCT

Rule 8. Meetings of Council

The Regular Meeting of the Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall at 7:00 PM. By vote of two-thirds of the members elected to Council, at any Regular or Special Meeting of Council called for such purpose, the Council may designate any other public place or public building for the holding of its meetings. Any Regular or Special Meeting of Council may be adjourned to meet at any time within three (3) weeks. Any Council Committee Chairman, Director of Law or Director of Finance may request the President of Council to call a meeting of Council as a whole. The date of the meeting of Council as a whole shall be set by a majority of the members of Council.

Rule 9. Special Meetings of Council

The President of Council, President pro tempore of Council, or any three (3) members of Council may call Special Meetings of Council upon at least 24-hours notice and agenda to each member served personally or left at their usual place of residence. No legislation shall be considered, discussed or voted upon at any Special Meeting of Council, unless that legislation was specifically described as the legislation for which the Special Meeting of Council as called. No additional legislation may be added to the agenda for the Special Meeting of Council. The notice required by law to be served upon each member notifying them of the Special Meeting of Council shall contain a statement of business for the transaction of which such Special Meeting of Council is called.

Rule 10. Executive Sessions

The Council may hold an Executive Session, from which the public is excluded, for any of the following purposes (O.R.C. 122.12(G) (1)):

- (1) Personnel matters, including the appointment, employment, dismissal, discipline, promotion, demotion or compensation of one or more public employees or officials; or the investigation of charges or complaints against a public employee, official, licensee or regulated individual unless the accused party requests a Public Hearing.
- (2) Purchase, sale, or the development of real property where premature disclosure of information would give an unfair competitive or bargaining advantage to a person, or otherwise adversely affect the general public interest;
- (3) Imminent or pending litigation;
- (4) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment;
- (5) Matters required to be kept confidential by Federal Law or Regulations or State Statutes;
- (6) Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law;

An Executive Session may be held upon the determination by a majority or a quorum of the Council, by a roll call vote, to hold such a session, setting forth the general purpose or purposes for which such session will be held.

All formal action of the Council, such as the enactment of legislation or the adoption of rules or recommendations, shall be taken in open meeting.

All Executive Sessions and the reasons therefore, shall be noted in the Minutes of Council.

Rule 11. Opening Proceedings

The President of Council shall, at the time appointed by Council to meet, take the Chair and immediately call the members to order. In the absence of the President of Council, the President pro tempore shall preside. The Clerk of Council shall call the roll and enter on the minutes the members present or absent at the meeting, and proceed with the regular Council procedure. In the absence of a quorum at the hour appointed for the meeting, the members present may by majority vote recess for a period not exceeding one (1) hour.

Rule 12. Presiding Officer

The President of Council, or in his/her absence, the President pro tempore, shall have general control of the Council Chambers, shall supervise the Council and the employees in the preparation of the agenda for any meeting and shall preserve the order and decorum during the meetings and decide questions of order and may in common with any other member, call to order any member who shall violate the rules.

Rule 13. Order of Business

That the business of Council at all Regular Council Meetings shall be transacted in the following order with no deviation from such order without the consent of two-thirds of the Council:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Correcting & Adopting the Record of Proceedings of the Previous Meeting or Meetings
5. Special Recognitions (optional)
6. Reports of Standing Committees
7. Citizens Comments - Agenda Matters Only (Five Minutes per Individual - No Yield)
8. Reports of Administrative Officers (as Necessary)
 - A. Senior Citizens
 - B. Community Service Coordinator
 - C. Fire Chief
 - D. Police Chief
 - E. Engineer/Streets/Public Utilities
 - F. Finance Director
 - G. City Manager
 - H. Report of Mayor
 - I. Law Director
9. Third Readings of Ordinances or Resolutions
10. Second Readings of Resolutions or Ordinances
11. First Readings of Resolutions or Ordinances
12. Citizens' Comments (Open Discussion: Five-Minute Rule)
13. Purchase Orders & Bills
14. Report of Council President Pro Tempore
15. Report of Special Committees
16. Old/New/Other Business
17. Adjournment

When Public Hearings are scheduled during a Regular Council Meeting, the presiding officer may adjust the Order of Business accordingly, but only between Items 3 and 8.

Rule 14. Conduct within the Council Chambers

The Presiding officer shall preserve decorum and decide all questions of order, subject to an appeal to the Council by any member, and in the case of an appeal being taken, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" During such an appeal, the presiding officer shall retain the Chair until the question is disposed of, and may speak on the question. In any case in which a member transgresses the Rules of Council, the presiding officer or any other member may call them to order, in which case the member called to order shall take their seat unless permitted to explain. Members shall not be permitted to leave the Council Chambers without permission of the presiding officer. If a member of Council shall leave the Council Chambers without permission of the presiding officer, it shall count as an absence.

No member of the Council or Administration shall be allowed to speak longer than five (5) minutes if some other member shall request the floor. No member shall speak more than once on the same motion until every member desiring to speak on that motion shall have had an opportunity to do so. While the member is speaking, no one shall interrupt him except the President of Council, who may confine the member to the Rules of Council or a member of Council to raise a point of order.

Rule 15. Nonmember Addressing of Council

The President of Council may recognize any nonmember for the purpose of addressing Council on any question then pending (Agenda Matters), or on any matter on which Council action is desired (Open Discussion). In such cases, the person recognized shall address the Chair and state their name, address, and subject matter they desire to discuss as it pertains to government business. Their remarks must be confined to the merits of the subject at issue. Speakers must be courteous and avoid discussion of personalities. Except by express permission of Council, speakers shall be limited to five (5) minutes, with no yielding their time to another individual to speak longer. No person who has had the floor shall again be recognized until all others desiring an opportunity to speak have been given an opportunity to do so.

Rule 16. Communications & Correspondence

No anonymous communications, written or electronically recorded, shall be read or played at any Council meeting. All appropriately signed correspondence addressed to Canal Fulton City Council (or similarity thereof) shall be read aloud at any Council meeting by the Clerk of Council, unless the communication contains charges of a personal nature. Letters from department heads shall be referred to the appropriate committee before read in Council.

Rule 17. Conduct Within Council Chambers

Any person who, during a Regular Council Meeting, or any duly held meeting of Council, or during any of the meetings of committees, threatens a member of Council or any citizen of this municipality or threatens damage to property within this municipality may be charged with a violation of Section 509.04 of Canal Fulton Ordinances, and may be ordered removed by a

majority vote of Council or by the President of Council. Removal from Council Chambers shall be done by a member of the Canal Fulton Police Department.

III. REFERRAL OF LEGISLATION

Rule 18. Submission of Legislation

Prior to introducing legislation at a Council meeting, department heads or member of the administration or council shall send the draft ordinance or resolution approved by the director of law to the council president protempore and city manager. Council president protempore may assign it to a committee or allow the legislation to be brought to the full council for consideration. This shall not apply to any legislation that is adopted on a regular basis.

The City Manager will note all requests made either by a department head or any member of the Administration or Council member on matters referred as provided in Council Rule 20. The date of this referral will be the date of the letter. If no date appears on the letter of referral, the Council President shall date the letter of its receipt by the Council President or Presiding Officer.

Rule 19. Petitions & Requests

All petitions or requests must be received and presented by the Clerk of Council. All other matters which include, but are not limited to, ordinances, proclamations, and resolutions shall be introduced by a member of Council or the City Manager. Such matters shall be signed by said member making the petition or request, and they will be presented to Council and the City Manager. All ordinances and resolutions shall be known by their number and assigned by the Clerk of Council.

Rule 20. Petitions & Claims – Municipal Expenditures

No petitions or claims demanding money or expenditure thereof shall be received by the Council, unless made in writing, and signed by the petitioner, claimant, or department head or his authorized agent. A copy shall be furnished to the Law Director.

Rule 21. Committee Matters

It shall be the duty of the City Manager monthly to provide all Council Members and Mayor with a brief list of all matters before all committees, together with the date the matter was referred to that committee.

Rule 22. List of Matters Referred

Any matter remaining on the Matters Referred list for six (6) consecutive months without action must be deleted and may not be placed on this list again for at least two (2) weeks, at which time it must also be substantially changed or modified.

Rule 23. Agenda Consideration

Council's agenda shall be included in Council's packet on the Friday before the Regular Council Meeting. Items to be included on the agenda must be in the Clerk of Council or City Manager's office by 12:00 PM (Noon) on the Friday before the Regular 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. All proposed legislation shall be forwarded by the committee chairperson, the Mayor and President pro tempore, who will confer with the Law Director in preparation of the agenda.

IV. COMMITTEE WORK AND MOTIONS

Rule 24. Resolution or Ordinance - Time Limit in Committee

All recommendations of committees and all matters pertaining to the legislative function of the Council shall be referred to the President pro tempore in the form of resolutions by motion or ordinance, as the case may require. No committee chairperson shall hold any proposed legislation in committee for more than sixty (60) days, after referral to committee. Any three members of Council, after sixty (60) days, may take legislation out of committee by motion. Said motion must be approved by a majority vote of the legislative body present at the time the motion is made. However, when time is of the essence or any emergency exists, any three (3) members of Council may take legislation out of committee by motion after the expiration of fourteen (14) days from the time the matter was referred to committee. Said motion, referred to hereinafter in this paragraph, must be approved by a majority of the Council members present when the motion is made.

Rule 25. Stating of Motions & Calling of Roll

At regular meetings, all motions shall be stated by the Mayor or President pro tempore and put by the Clerk of Council, who shall declare all votes. Roll call shall be recorded as "Yes" or "No" or "Abstained."

Rule 26. Reconsideration of Motions or Votes

A motion to reconsider a vote on any question shall not be in order until one Regular Meeting of Council has intervened, since the decision and the motion to reconsider can be made only by a member voting with the prevailing side.

Rule 27. Legislation Procedures – Matters of Finance, Contracts & Employees

All legislation involving appropriations, transfer or expenditure of funds, all pay ordinances setting salaries and numbers of employees, and ordinances authorizing contracts with Municipal Services must first be presented to the Council Committee overseeing that department or unit making the request. After the committee reviews the request, any legislation involving funds or municipal financial matters shall be forwarded to the Finance Committee, with a recommendation prior to the

official request being presented to Council. All other legislative items can be submitted directly to Council.

V. MINUTES

Rule 28. Meeting Minutes

The minutes of the Regular and Special Meetings and Public Hearings of the Council shall be available for public inspection during regular business hours. Members of the public who request copies of minutes may purchase them at a cost of five cents (\$0.05) per page.

Rule 29. Recording of Minutes

The Clerk of Council shall be required to take minutes of all meetings of Regular and Special Council meetings. The committee chairperson shall be responsible for the minutes of committees, and may record meetings to be transcribed upon the chairperson's request to the Clerk of Council. The Clerk of Council should place approved minutes in each committee's minute book.

VI. RULES

Rule 30. Amending or Revision of Rules

These rules may be amended at any regular meeting by a two-thirds (2/3) vote of the Council.

Rule 31. Suspension of Rules

These rules may be suspended for the time being, at any meeting of the Council, by vote of three-fourths (3/4) of all its members then present at that meeting, wherein the motion to suspend these rules was made.

Rule 32. Parliamentary Procedure

All questions arising concerning the governing of the Council and the transaction of business therein not provided for in the foregoing rules shall be decided, held, and governed by the Statutes of Ohio; the ordinances of the City and upon all other matters, *Robert's Rules of Order Newly Revised* shall be standard of parliamentary usage.

Rule 33. Override of Council President

By three-fourths (3/4) vote of all its members, Council may override any decision or ruling by the President.

Rule 34. Meeting Notices

Notices to continue to hold meetings - Regular, Special, or otherwise - shall be posed at least twenty-four (24) hours prior to such meeting(s) at:

Canal Fulton Public Library	Chapel Hill Community
Canal Fulton City Hall	Canal Fulton Post Office
Canal Fulton Police Department	Giant Eagle Supermarket
Heritage Square Pharmacy	

Such notices shall give the time, place and purpose of such meeting.

This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that changes can be effective immediately, wherefore, this Resolution shall take effect and be in full force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk of Council

I, Tammy Marthey, Clerk of Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution 1-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, 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 _____, 2010.

Tammy Marthey, Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30043

Resolution No. 15-10

Passed _____, 20____

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON, OHIO
TO ENTER INTO AN AGREEMENT
WITH CTI ENGINEERS, INC. TO
PROVIDE PROFESSIONAL
ENGINEERING SERVICES FOR THE
HIGH STREET/ERIE AVENUE
ROADWAY IMPROVEMENTS – PHASE 1

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for the improvement of High Street/Erie Avenue Roadway Improvements – Phase 1, 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 the CTI Engineers, Inc. to provide professional engineering services for the High Street/Erie Avenue Improvements – Phase 1 pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2008, 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 _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

EXHIBIT "A"

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this ____ day of _____ 2010, by and between the City of Canal Fulton, 155 East Market Street, Canal Fulton, Ohio 44614 (hereinafter referred to as CLIENT) and CTI Engineers, Inc., 101 Central Plaza South, Suite 400, Canton, Ohio 44702 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the construction of the High Street / Erie Avenue Roadway Improvements - Phase 1 project (hereinafter referred to as the project).

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

1. CTI shall provide engineering services for the project as outlined in attached Appendix B, Scope of Services, in accordance with the terms and conditions of this Agreement.
2. The CLIENT shall assume responsibilities relative to the project as outlined in the attached Appendix B, Scope of Services.
3. For the cost-plus services provided by CTI as outlined in the attached Appendix B, Scope of Services, CTI will be paid an amount equal to salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Twenty Four Thousand Five Hundred Dollars (\$24,500.00) without the prior authorization of the CLIENT.

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

4. Additional services may be performed when authorized in writing by the CLIENT. Compensation for these additional services shall be at salary cost plus 110 percent of direct non-salary expenses.
5. Invoices will be submitted by CTI monthly. For lump sum services, the invoice amount will be based upon the percentage of work completed during the period. For cost-plus or hourly rate services, the invoice amount will be based upon the time and expenses chargeable to the project during the period.
6. Payments for invoices submitted by CTI are due and payable upon receipt. Payments due CTI under this Agreement are subject to a service charge of 1-1/2 percent per month on all balances not paid within twenty-five (25) days after the date of receipt of invoice.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon receipt from the CLIENT of an executed copy of this Agreement.

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

APPENDIX A GENERAL CONDITIONS

1. **Standard of Care.** Services performed by CTI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. CTI makes no warranty or guarantee, either expressed or implied, as part of this Agreement. CTI shall not be liable in the event that erroneous information is supplied by the CLIENT or a responsible third party not under contract to CTI, and CTI in good faith subsequently relies upon and incorporates such information into its documents.
2. **Non-Disclosure.** CTI shall not disclose or permit disclosure of any information designated in writing by the CLIENT as confidential, except to its employees and subcontractors who need such information in order to execute the services under this Agreement.
3. **Opinions of Cost.** Where applicable, statements concerning probable construction cost or cost estimates prepared by CTI represent the judgment of design professionals familiar with the construction industry. It is recognized, however, that neither the CLIENT nor CTI has any control over the cost of labor, materials, or equipment; the contractor's methods of determining bid prices; or competitive bidding or market conditions. Accordingly, CTI cannot and does not guarantee that bids or construction costs will not vary from any statement of probable construction cost or other cost estimate prepared by CTI.
4. **Ownership and Reuse of Documents.** Any calculations, drawings, specifications, manuals, and reports developed pursuant to this Agreement, including files and documents in electronic format, are instruments of service, and CTI shall retain all ownership, copyrights, and intellectual property interests therein. The CLIENT may, at its expense, make copies for information and reference in connection with use and occupancy of the project. However, such documents are not intended to be suitable for reuse by the CLIENT without verification and adaptation by CTI, and any reuse will be at the CLIENT'S sole risk and without liability to CTI.
5. **Electronic Copies of Documents.** CTI shall not be required to provide electronic copies of documents or CADD files unless specifically required by the Scope of Services. Any electronic or CADD file shall be considered a convenience to the CLIENT. Format and layering shall be CTI's standard unless required otherwise by the Scope of Services. In the event of a discrepancy or difference between an electronic or CADD file and a hard copy, the sealed paper copy shall govern. Due to the easily alterable nature of electronic files, CTI makes no warranty, express or implied, with respect to the accuracy, completeness, absence of viruses, or fitness for any particular purpose or use. The CLIENT shall not make modifications to or permit others to make copies of or modifications to electronic copies of documents or CADD files without prior written authorization of CTI.
6. **Insurance.** CTI shall, during the performance of the Agreement, keep in force statutory Workers Compensation Insurance, Comprehensive General Liability and Automobile Liability Insurance with a combined single limit of \$1 million for bodily injury and property damage, and Professional Liability Insurance with an aggregate limit of \$2 million.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the project to the CLIENT and to CTI, the CLIENT agrees to an allocation of risks such that CTI's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed \$50,000 or two times the amount of CTI's total fees for services rendered on the project, whichever is greater. The CLIENT agrees that CTI's officers, employees, and agents will have no personal liability to the CLIENT for any damages arising out of or relating to this Agreement. It is further agreed that the parties each waive their right to indirect, incidental, special, consequential, or punitive damages.
8. **Suspension, Cancellation, and Termination.** The CLIENT may terminate this Agreement for the CLIENT'S convenience and without cause upon giving CTI not less than 30 calendar days' written notice. Either party may terminate the Agreement immediately upon the other's filing for bankruptcy, insolvency, or assignment to creditors. This Agreement may be terminated by either party for cause upon 30 calendar days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party; cancellation of the project; suspension of CTI's services for more than 90 calendar days; or material changes in conditions or the nature of the project and failure of the parties to reach agreement on compensation and schedule adjustments necessitated by such changes. During the 30-day period, the party receiving the termination notice shall have the right to cure the failure or submit a plan to cure acceptable to the other party. In the event the Agreement is terminated by either party, CTI shall be compensated for services performed up to the date of termination.
9. **Non-Payment.** If the CLIENT does not make timely payments on invoices to CTI, CTI may, upon giving 30 calendar days' written notice of its intent to do so, suspend its services or terminate this Agreement by reason of non-performance on the part of the CLIENT. Should an attorney or agency be required for the collection of any payments due under this Agreement, the CLIENT agrees to pay the full cost of collection, including reasonable attorney's or agency's fees, in addition to any other fee or payment due.
10. **Disputes.** All claims, disputes, and other matters in question between the parties relative to this Agreement shall first be submitted to nonbinding mediation, unless the parties mutually agree otherwise. In the event the parties are unable to reach a settlement of any dispute or claim arising out of services under this Agreement through mediation, the matter shall be decided by arbitration in accordance with the rules of the American Arbitration Association. A panel of three arbitrators shall be required for any disputes in which the amount in controversy exceeds \$250,000. The decision rendered by the arbitrator(s) shall be final and shall be specifically enforceable under the prevailing law of any court having jurisdiction. Fees of the American Arbitration Association shall be shared equally by both parties. Neither the CLIENT nor CTI shall have the right to join a third party to any proceedings between the CLIENT and CTI unless the other party to this agreement consents to the joinder.
11. **Construction Phase Services.** Neither the activities of CTI under this Agreement nor the presence of its employees or agents at the job site shall imply any responsibility for the CLIENT's or construction contractor's methods of work performance, superintendence,

supervision, sequencing of construction, or safety on or about the job site. CTI shall not be responsible for the failure of any contractor, subcontractor, or supplier not under contract to CTI to fulfill its responsibilities to the CLIENT or to comply with federal, state, or local laws/regulations/codes. CTI shall not be bound by any provision or obligation contained in the construction contract documents unless specifically included or referenced in the Scope of Services of this Agreement.

12. **Resident Observation.** Where applicable, services under "Resident Observation" or "Resident Project Representation" are provided to help minimize the risk of defects and deficiencies in the work of the construction contractor. Such services will consist of visual observations of the construction work and the equipment and materials used therein to enable CTI to render its professional opinion as to whether the work, in general, is proceeding in accordance with the contract documents. Such observation activities shall not be relied upon by any party as acceptance of the work, nor shall they relieve any party from fulfillment of customary and contractual responsibilities and obligations.
13. **Subsurface Investigations.** For services involving underground investigations and borings, the CLIENT understands that there is a risk that underground conditions may vary between, below, and beyond the actual locations explored. Accordingly, CTI cannot and does not guarantee that underground conditions encountered during construction will not differ from those indicated by the investigation.
14. **Hazardous Materials.** Hazardous materials may exist at a site when there is no reason to believe they could or should be present. The CLIENT agrees that discovery of unanticipated hazardous materials constitutes a changed condition which may be cause for additional compensation. At no time shall the actions of CTI on or off the project site be interpreted to make CTI an owner, operator, generator, transporter, or disposer of hazardous materials. CTI shall notify the CLIENT upon discovery of unanticipated hazardous materials. The CLIENT shall make any disclosures required by law to appropriate regulatory agencies or to the property owner, if the project site is not owned by the CLIENT.
15. **Fees and Taxes.** The CLIENT shall pay any applicable sales taxes, review fee(s), and/or permit fee(s) in the manner and amount required by law.
16. **Expert Witness Services.** CTI's services under this Agreement do not include participation in mediation, litigation, arbitration, or administrative judicial hearings on behalf of the CLIENT. Such services, if required, would be considered additional services subject to additional compensation.
17. **Purchase Orders.** The CLIENT agrees that these conditions supersede any standard terms and conditions contained in a preprinted purchase order issued by the CLIENT in connection with the project.
18. **Assignment and Successors.** Neither party shall assign, transfer, or sublet any rights under or interest in this Agreement without the prior written consent of the other party. This provision shall not prevent CTI from employing independent subconsultants and subcontractors to assist CTI in the performance of its duties. Each party binds itself to the successors, administrators, and assigns of the other party in respect to all covenants of this

Agreement. Nothing in this Agreement shall be construed to give any rights, benefits, or causes of action to anyone other than the CLIENT and CTI.

19. **Waiver.** Any failure by CTI to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI may subsequently require strict compliance at any time.
20. **Severability.** Should any provision of this Agreement be later found to be unenforceable for any reason, it shall be deemed void, and all remaining provisions shall continue in full force and effect.
21. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.
22. **Entire Agreement.** This Agreement represents the entire agreement between the CLIENT and CTI and supersedes all prior negotiations, understandings, or agreements, either written or oral, for the project. This Agreement may only be amended or supplemented by a duly executed written instrument. CTI is not obligated to begin services under this Agreement until it receives a fully executed, original copy (not a fax) of the Agreement.

APPENDIX B

SCOPE OF SERVICES

CONSTRUCTION PHASE SERVICES

A. Construction Phase Services

1. *General Advisor during Construction.* CTI will consult with and advise the City and will, as requested by the City, act as the City's representative during construction. Instructions to the Contractor will be issued by the City. At the request of the City, CTI may be given the authority to act on behalf of the City. For this project, the Resident Project Representative (RPR) may interact directly with the Contractor and with the City's Construction Administrator or other representative, so the RPR may provide various services of CTI listed throughout this Scope. Contributory personnel of CTI will have administrative, supervisory, and advisory involvement with the RPR and miscellaneous interaction with the City and the Contractor during construction.
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 up to a maximum of two hundred eighty eight (288) total hours 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 City 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 City 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 City 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.* At the request of the City, 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.* At the request of the City, 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.* At the request of the City, 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 D "Required Additional Services."
7. *Disputes between City and Contractor.* At the request of the City, 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 City 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.

8. *Applications for Payment.* The City will review all applications for payment and the accompanying data and schedules, based on quantities information provided by the Resident Project Representative.
9. *Contractor's Completion Documents.* The City 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).
10. *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 City 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.
11. *Project Meetings.* At the request of the City, CTI will attend all project-related meetings and conferences with the City, Contractor(s), and other applicable parties.
12. *Record Drawings.* Review and correlate the Contractor's as-built records with designer's records. Provide contract record drawings to the City.
13. *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 City 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 City 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 City 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 City 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 City concerning acceptability.
- b. *Conferences and Meetings.* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings. The City will prepare and circulate copies of minutes thereof.
- c. *Liaison:*
 - (1) Serve as the City'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 City 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 City and the Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the City.
- e. *Review of Work, Rejection of Defective Work, Inspections, and Tests:*
 - (1) Conduct on-site observations of the work in progress to assist the City in determining if the work is in general proceeding in accordance with the Contract Documents.

- (2) Report to the City 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 City 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 City 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 City.
- f. *Interpretation of Contract Documents.* Report to City when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the City.
- g. *Modifications.* Consider and evaluate the Contractor's suggestions for modifications in drawings or specifications and report with the RPR's recommendations to the City. Transmit to the Contractor decisions as issued by the City.
- 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 City'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 City.
 - (3) Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials, and equipment.

- i. *Reports:*
 - (1) Furnish the City 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 City 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 City change orders, work directive changes, and field orders.
 - (4) Report immediately to CTI and the City 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 City, 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 City prior to final payment for the work.

- l. *Completion:*
 - (1) Before the City 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 City 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 City 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 City.
- 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 City 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 City.

C. Additional Services Requiring Authorization in Advance

If authorized in writing by the City, 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 City.
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, City'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 City's use.
4. Preparing documents for alternate bids requested by the City 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 City in obtaining process licensing; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by the City.
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 City employs CTI to provide such data or services in lieu of furnishing the same in accordance with Paragraph 4 of Section D "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 City'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 City 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 City 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 City, Additional Services of the types listed below. These services are not included as part of Basic Services. CTI will advise the City promptly after starting any such Additional Services.

1. Services in connection with work directive changes and change orders to reflect changes requested by the City 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 City 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 City 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 City 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 City 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 City 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 City's collection of liquidated damages from the Contractor.
 - b. The City 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 City's decision to seek liquidated damages from the Contractor for violation of contract time.

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

ACCEPTED BY CLIENT:
CITY OF CANAL FULTON

BY _____

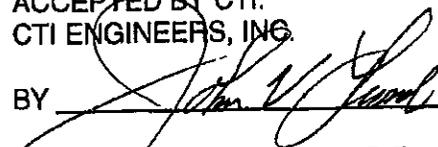
NAME _____

TITLE _____

DATE _____

(Insert here and on first line)

ACCEPTED BY CTI:
CTI ENGINEERS, INC.

BY  _____

NAME John V. Lund, P.E. _____

TITLE Vice President _____

DATE _____

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No.

16-10

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON TO ENTER INTO AN AMENDED AGREEMENT WITH WENGER EXCAVATING, INC. TO ENTER INTO A CONTRACT CHANGE ORDER FOR THE MARSHALLVILLE STREET SANITARY SEWER EXTENSION.

WHEREAS, The City of Canal Fulton, Ohio has sought a proposal for a contract change order for the Marshallville Street Sanitary Sewer Extension.

WHEREAS, Wenger Excavating, Inc. has agreed to an amended proposal acceptable to the City to provide the services needed to implement and construct those changes.

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 amended agreement for a contract change order with Wenger Excavating, Inc. for the Marshallville Street Sanitary Sewer Extension pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, 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 _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

EXHIBIT "A"

CONTRACT CHANGE ORDER

No. One (1)

Date: April 22, 2010

Owner: City of Canal Fulton

Contract Title: Marshallville St. Sanitary Sewer Contractor: Wenger Excavating, Inc.

The following changes shall be made to the subject Contract Documents upon signed approval of the Engineer, Owner and Contractor: Add four wyes and 6" laterals at the following approximate locations: STA. 100+10 RT., 101+55 LT., 103+55 RT., and 109+80 LT. (Right-side laterals are bored.)

Item No. (1)	Description of Changes - Quantities, Units, Unit Prices, Change in Completion Schedule, Etc. (Supplemental Material Attached) (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
24	6-Inch San. Sewer Lateral: + 24 L.F. x \$35.70.		\$ 856.80
25	10"x6" San. Sewer Wye Incl. 45° Bend: + 4 EA. x \$183.00		\$ 732.00
32	Jack & Bore 6-inch San. Lateral: + 106 L.F. x \$107.00		\$ 11,342.00
Total decrease			
Total increase			\$ 12,930.80
Difference between Col. (3) and (4)			\$ 12,930.80
Net increase in contract price			\$ 12,930.80

The changes result in the following adjustments to the Subject Contract:

Description	Total Price (\$)	Completion Time Calendar Days
Contract prior to this Change Order	\$ 319,953.55	240
Net <u>change</u> by this Change Order	+ 12,930.80	240
Current contract including this Change Order	\$ 332,884.35	240

This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by: *J. J. Koontz*
Engineer

Date 4/22/10

Approved by: _____
Owner

Date _____

Accepted by: _____
Contractor

Date _____

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 30045

Resolution No.

17-10

Passed

20

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO ADOPT AN EMS POLICY.

WHEREAS, the City of Canal Fulton, Ohio desires to establish an
Emergency Medical Services (EMS) policy for the City of 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 adopt an EMS Policy pursuant to
proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do
hereby certify that this is a true and correct copy of Resolution ____-10, duly
adopted by the Council of the City of Canal Fulton, on the date of _____.
2008, 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
____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

“Exhibit A”
EMS Policy for the City of Canal Fulton

POLICY FOR CHARGING THOSE WHO RECEIVE AMBULANCE OR
EMERGENCY MEDICAL SERVICES

PURPOSE: To establish reasonable charges and to provide a policy covering billing procedures for the use of ambulance or emergency medical services provided by the City of Canal Fulton.

Effective May 6, 2008, a charge of \$450 for BLS emergency, \$650 for a Level 1 ALS emergency and \$675 for a Level 2 ALS emergency per call is to be made for ambulance or emergency medical services rendered to persons by the Canal Fulton Fire Department. Additional charges are reflected in section 143.02 Ambulance Service Rates.

1. Effective May 6, 2008, a charge of \$12.00 per BLS and ALS mile of transport to a hospital is to be made for ambulance or emergency medical services rendered to persons by the Canal Fulton Fire Department.
2. Residents and those employed in the City will be required to pay to the extent of their private or public medical insurance coverage. Co-payments and deductibles will not be sought from residents and those employed in the City; your taxes are considered as payment for co-payments and deductibles.

Residency is determined by address at time of the transport.

No person shall be denied services due to a lack of insurance or ability to pay.

Non-residents who do not pay City taxes will be billed for any co-payments and deductibles. In the event the non-resident does not have insurance they will be responsible for the full amount of the bill.

3. The City Fiscal Officer shall be responsible for depositing and collecting funds. Money collected shall be deposited in existing fund #222 designated as the “Fire and EMS Fund”, and shall continue to be appropriated and administered by Canal Fulton Council and City Fiscal Officer for payment of the costs of managing, maintaining and operating ambulance or emergency medical services in the City.

EMS Policy for the City of Canal Fulton

EXCEPTIONS TO EMS CHARGES

1. There shall be no charge for any passenger who rides in the ambulance.
2. There shall not be a charge to a patient who refuses treatment or for any person that was a victim of a criminal act for which they are not charged.
3. There shall be no charge for persons affected by natural or man-made calamity or disaster (including fire, flood and storm).
4. Any bill returned and the person is identified as having no permanent residence shall be considered uncollectible and will not be sent to collections. The City will write off these charges since these bills have proven to be uncollectible. Any bills which have been turned over to the collection agency and have been deemed uncollectible by said collection agency shall be written off by the City.
5. There will be no charge for emergency medical transports of Medicaid patients from nursing homes.

BILLING/COLLECTION ADMINISTRATION

1. If the person charged does not have private or public medical insurance and is financially unable to pay; payment options are available to those who qualify. The person shall submit the first page of the previous year's federal tax return to demonstrate their eligibility for any reduction of the bill. Hardship will be determined upon Federal Poverty guidelines. Any income information provided under this policy is confidential and will not be distributed or used in any other way.
2. If a person does not have insurance and does not qualify for hardship deduction, they will have the following options available:
 - a. 25% discount if bill is paid by cash or check within 30 days.
 - b. 10% discount with the balance equally divided over 12 months.

If a person fails to make the required amount of payment, and the account is referred for further collections, the discount will be reversed and the patient will be responsible for the full amount of the bill.

EMS Policy for the City of Canal Fulton

3. An account with more than \$50.00 owing shall be sent to collection if no response has been received requesting insurance information or patient has not contacted the Billing Specialist to make payment arrangements within 90 days of the request. The Ambulance Billing Specialist will provide to the Finance Director a list of potential accounts that are ready to go to collection. The Finance Director will review and authorize the sending of said accounts to collection.
4. Some insurance companies may submit payment to the patient or financially responsible party directly when it should be sent to The City. If this occurs and the patient or financially responsible party has not forwarded the check, they will receive a letter requesting reimbursement. This applies to residents and non-residents alike.
5. All Bankruptcy filings will be sent to the Finance Director with a copy to the law director.
6. Claims will be filed with automobile insurance carriers. However, patients must resolve litigation matters (i.e.. auto accidents) outside of this billing process as such legal action may take years to settle. The patient is responsible for payment of the invoice if the carrier has not paid the claim within 90 days of the filing date.

Approved As to Form:

Scott Fellmeth, Law Director Date

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No.

18-10

Passed

20

A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO PERMIT THE FINANCE
DIRECTOR TO HOLD OTHER PUBLIC
OFFICE.

WHEREAS, the Finance Director of the City of Canal Fulton, Ohio desires to concurrently hold a similar part-time position with New Franklin, Ohio, and

WHEREAS, the Council of the City of Canal Fulton has no objection to this proposal.

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

The Finance Director of the City of Canal Fulton is permitted to concurrently hold other public office, (ie. Part-time Finance Director for New Franklin, Ohio) pursuant to Article VI Section 6.02 (B) of the Charter for the Municipality of Canal Fulton, Ohio.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2008, 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 _____, 2010.

Tammy Marthey, Clerk-of-Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No.

19-10

Passed

20

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON OHIO TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF STARK COUNTY, OHIO FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE HIGH STREET/ERIE AVENUE PLUM CREEK CULVERT REPLACEMENT PROJECT.

WHEREAS, the City of Canal Fulton, Ohio has made application to Stark County, Ohio for a grant for activities or projects to be funded by the Community Development Block Grant (CDBG) program sponsored by HUD for the High Street/Erie Avenue Plum Creek Culvert Replacement Project, and

WHEREAS, the Stark County, Ohio Board of County Commissioners has approved financial assistance for the project in the amount of \$91,715.00.

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 Board of Stark County Commissioners, Stark County, Ohio for a Community Development Block Grant for the High Street/Erie Avenue Plum Creek Culvert Replacement Project pursuant to proposal attached as Exhibit "A".

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk-of-Council

I, Tammy Marthey, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____. 2010, 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 _____, 2010.

Tammy Marthey, Clerk-of-Council

SEF/bp

EXHIBIT "A"

PROJECT DESCRIPTION

City of Canal Fulton – High Street/Erie Avenue – Plum Creek Culvert Replacement Project

FY '10 Stark County Community Development Block Grant (CDBG) funding, \$91,715.00, will be utilized to pay for the **construction cost only** of the replacement of storm sewer culvert on High Street above the Plum Creek in the City of Canal Fulton.

The City of Canal Fulton will pay for all engineering costs associated with this project and any construction costs exceeding the amount of CDBG funding allocated to this project.

Agreement

Journal
File
Canal Fulton
RPC/Lynn Carlone

Stark County Commissioners

With City of Canal Fulton

Dated _____

Subject

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT –
CITY OF CANAL FULTON – HIGH STREET/ERIE AVENUE PLUM
CREEK CULVERT REPLACEMENT PROJECT

THIS AGREEMENT, entered into this day by and between the Board of Stark County Commissioners of Stark County, Ohio, hereinafter referred to as the "County" and duly authorized through an Ordinance of the Board of Stark County Commissioners adopted this day, and the City of Canal Fulton, hereinafter referred to as the "City", and duly authorized through an Ordinance of the City enacted on _____, 2010.

WITNESSETH: WHEREAS, the Board of Stark County Commissioners participates in the federal Community Development Block Grant (CDBG) program of the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City has made application to the County for activities or projects to be funded under the County's CDBG program; and

WHEREAS, by Resolution of April 21, 2010, the Board of Stark County Commissioners approved the FY 2010 Statement of Objectives and Use of Funds which included funding the Canal Fulton – High Street/Erie Avenue Plum Creek Culvert Replacement project hereinafter referred to as "project", in the amount of \$91,715.00; and

WHEREAS, it is necessary that the County and the City enter into an Agreement for the implementation of the project with a funding amount of \$91,715.00.

NOW, THEREFORE, in consideration of the provisions hereinabove and hereinafter contained, it is mutually agreed as follows:

SECTION 1. PROJECT IMPLEMENTATION AND ADMINISTRATION

The City hereby authorizes the County to undertake on its behalf any and all work necessary for the implementation of said project. The Stark County Regional Planning Commission will administer the project on behalf of the Board of Stark County Commissioners as delineated in the contract for Administration of the CDBG program. This includes but is not limited to the following:

- A) Undertake the necessary work to complete an environmental review of the project described in Section 570.604 of the HUD regulations;

- B) Implement the necessary procedures for the Intergovernmental Review (IGR) review process as specified under Executive Order 12372, as described at Section 570.612;
- C) Prepare bidding specifications, advertise for bids, receive and open bids;
- D) Award and enter into a contract with the lowest and best bidder;
- E) Make payments directly to the contractor based upon invoices approved by the County or their authorized representative;
- F) Keep all financial, payroll, and administrative records;
- G) Follow all applicable local, state, and federal requirements and regulations in carrying out the project.

SECTION 2. SCOPE OF SERVICES

- A) The County hereby agrees to utilize funds made available under the CDBG program for the purpose of implementing the above mentioned activity as described in Exhibit A – Project Description which is attached hereto and made a part hereof the same as though rewritten herein in full.
- B) Changes to the Scope of Services may be requested by either the County or the City and shall be incorporated by fully executed amendments to this Agreement.

SECTION 3. ALLOCATION/METHOD OF PAYMENT

- A. Allocation of CDBG funds:
 - 1) The County shall allocate funding from its FY 2010 CDBG program (B-10-UC-39-0005) in the amount of \$91,715.00 (ninety-one thousand seven hundred and fifteen dollars) for the payment of eligible project expenditures incurred by the County carrying out the project.
 - 2) The County may, at its discretion, either with or without the concurrence of the City, amend the project funding allocation for payment of costs in excess of the allocation of funds as specified in Section 3(a)1 above, if determined necessary for project implementation.
 - 3) The County may, at its sole discretion, reallocate any funding remaining upon completion of the project as described in Exhibit A. attached.
- B) Method of Payment

The County may make all payments on behalf of the City to the contractors, engineers, etc., based on invoices approved by the County or its authorized representatives. At no time shall payment be made to the City for payment of project invoices.

SECTION 4. TERMINATION

A. The County may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the City for the following reasons:

- 1) In the event the Secretary of HUD shall:
 - a) Withdraw funds allocated to the County under its application for program activities which substantially prevent performance of the Community Development program in the County;
 - b) Terminate the county's funding allocation pursuant to an act of Congress; or
 - c) Fail to approve a grant application by the County.
- 2) In the event that the County is unable to undertake the project due to physical barriers (i.e. unable to obtain easements, etc.)

SECTION 5. CONFLICT OF INTEREST

No officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning or carrying out of the program, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect in this contract, and the County will take appropriate steps to assure compliance.

IN WITNESS WHEREOF, the parties have hereunto set their hands this day.

WITNESSED BY:

BOARD OF STARK COUNTY
COMMISSIONERS,
STARK COUNTY, OHIO

WITNESSED BY:

CITY OF CANAL FULTON

Title

Approved as to legal form and sufficiency

David Thorley, Attorney-At-Law

AS AMENDED

Resolution 20-10
Passed: _____

Resolution Presented by Council:

A RESOLUTION TO AMEND RESOLUTION 1-10, RULES AND REGULATIONS FOR THE COUNCIL OF THE CITY OF CANAL FULTON, SPECIFICALLY RULES 30, 31, 33, AND REPEALING ALL PRIOR RULES AND REGULATIONS INCONSISTENT HEREWITH

WHEREAS, this Council deems it advisable to amend its rules and regulations;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL FULTON, COUNTY OF STARK, STATE OF OHIO:

SECTION 1: That the rules of the Council of the City of Canal Fulton shall be adopted and shall remain in effect until amended or repealed, and are as follows:

I. ORGANIZATION

Rule 1. Elected Officers - Presiding Officer

The Mayor serves as President of Council and Presiding Officer. The Mayor has no vote except in the cast of a tie as allowed by law. The Council shall elect a President pro tempore to serve in the Mayor's absence. The President pro tempore shall serve for a one-year term. In the event of the absence of both the President and President pro tempore, Council shall elect for purposes of that particular meeting, a temporary chairman. The President pro tempore and temporary chairman shall have the right to vote while serving as presiding officer.

Rule 2. Officer - How Elected

The President pro tempore of this body shall be elected by a majority of the duly elected members. Nominations shall be made from the floor. Elections shall be by voice vote. In the event no one is elected after two successive votes, the candidate receiving the fewest number of votes on the second vote and each vote thereafter, shall be eliminated as a nominee. The election shall continue by this procedure until one nominee receives four (4) votes. The President pro-tempore shall not be elected more than two consecutive calendar years.

Rule 3. President Pro Tempore - When Elected

The President pro tempore shall be elected at the beginning of the first regular Council meeting for each year. All elected members of Council shall cast a vote. In the event the President pro

tempore shall fill the unexpired term of the mayor, the Council shall elect a new President pro tempore by a majority of all members, including the member elected to fill the vacancy on Council.

Rule 4. Council Vacancy - How Filled

The vacancy in the office of a member of Council shall be filled for the remainder of the unexpired term by election of the majority of all members for the unexpired term. If the Council fails to fill a vacancy within 45 days, the mayor shall fill it by appointment.

Rule 5. Committee of Committees

At the first meeting of the year, Council shall elect two (2) members of the Council who, together with the President pro tempore, shall constitute the committee on committees.

Rule 6. Duties of Committee on Committees

Upon election of the two (2) members of the Committee on Committees, they shall meet with the President pro tempore and select the members of the Standing Committees. Such selections shall then be reported by the President pro tempore not later than the next meeting of Council. There shall be a minimum of three (3) members on each Standing Committee.

Rule 7. Standing Committees

Each Standing Committee shall elect a chairperson for its committee at the committees' first meeting of each calendar year. Each committee will be required to have its initial meeting in the first quarter (January – March) of each calendar year. No Council member shall chair more than one committee. The Standing Committees for Council shall be as follows:

Finance

Budget, appropriations and re-appropriations, bonds, investments, expenditures, pay ordinances, and ordinances setting salaries.

Economic Development/Zoning

Land use, zoning, conditional uses, planning and community development, attraction of commercial and industrial development, retention of existing businesses, tax abatement.

Personnel/Rules

Personnel, labor relations, insurance claims, Rules of Council, and ordinances setting number of employees.

Safety

Disaster services, communications, fire and paramedics, and police and health.

Public Service

Streets, highways, sidewalks, and improvements, water, sewer items and franchises.

In addition, Council members may serve as Council liaison on other committees including, but not limited to, Parks & Recreation Board, Planning Commission, Community Betterment Committee, and City Council/Township Trustee meetings. Council members on such committees do not have authority to commit Council's authority over policy or revenue spending.

II. MEETINGS - PROCEDURE AND CONDUCT

Rule 8. Meetings of Council

The Regular Meeting of the Council shall be held on the first and third Tuesday of each month in the Council Chambers at City Hall at 7:00 PM. By vote of two-thirds of the members elected to Council, at any Regular or Special Meeting of Council called for such purpose, the Council may designate any other public place or public building for the holding of its meetings. Any Regular or Special Meeting of Council may be adjourned to meet at any time within three (3) weeks. Any Council Committee Chairman, Director of Law or Director of Finance may request the President of Council to call a meeting of Council as a whole. The date of the meeting of Council as a whole shall be set by a majority of the members of Council.

Rule 9. Special Meetings of Council

The President of Council, President pro tempore of Council, or any three (3) members of Council may call Special Meetings of Council upon at least 24-hours notice and agenda to each member served personally or left at their usual place of residence. No legislation shall be considered, discussed or voted upon at any Special Meeting of Council, unless that legislation was specifically described as the legislation for which the Special Meeting of Council was called. No additional legislation may be added to the agenda for the Special Meeting of Council. The notice required by law to be served upon each member notifying them of the Special Meeting of Council shall contain a statement of business for the transaction of which such Special Meeting of Council is called.

Rule 10. Executive Sessions

The Council may hold an Executive Session, from which the public is excluded, for any of the following purposes (O.R.C. 122.12(G) (1)):

- (1) Personnel matters, including the appointment, employment, dismissal, discipline, promotion, demotion or compensation of one or more public employees or officials; or the investigation of charges or complaints against a public employee, official, licensee or regulated individual unless the accused party requests a Public Hearing.
- (2) Purchase, sale, or the development of real property where premature disclosure of information would give an unfair competitive or bargaining advantage to a person, or otherwise adversely affect the general public interest;
- (3) Imminent or pending litigation;
- (4) Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment;
- (5) Matters required to be kept confidential by Federal Law or Regulations or State Statutes;
- (6) Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for, a violation of the law;

An Executive Session may be held upon the determination by a majority or a quorum of the Council, by a roll call vote, to hold such a session, setting forth the general purpose or purposes for which such session will be held.

All formal action of the Council, such as the enactment of legislation or the adoption of rules or recommendations, shall be taken in open meeting.

All Executive Sessions and the reasons therefore, shall be noted in the Minutes of Council.

Rule 11. Opening Proceedings

The President of Council shall, at the time appointed by Council to meet, take the Chair and immediately call the members to order. In the absence of the President of Council, the President pro tempore shall preside. The Clerk of Council shall call the roll and enter on the minutes the members present or absent at the meeting, and proceed with the regular Council procedure. In the absence of a quorum at the hour appointed for the meeting, the members present may by majority vote recess for a period not exceeding one (1) hour.

Rule 12. Presiding Officer

The President of Council, or in his/her absence, the President pro tempore, shall have general control of the Council Chambers, shall supervise the Council and the employees in the preparation of the agenda for any meeting and shall preserve the order and decorum during the meetings and decide questions of order and may in common with any other member, call to order any member who shall violate the rules.

Rule 13. Order of Business

That the business of Council at all Regular Council Meetings shall be transacted in the following order with no deviation from such order without the consent of two-thirds of the Council:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Correcting & Adopting the Record of Proceedings of the Previous Meeting or Meetings
5. Special Recognitions (optional)
6. Reports of Standing Committees
7. Citizens Comments - Agenda Matters Only (Five Minutes per Individual - No Yield)
8. Reports of Administrative Officers (as Necessary)
 - A. Senior Citizens
 - B. Community Service Coordinator
 - C. Fire Chief
 - D. Police Chief
 - E. Engineer/Streets/Public Utilities
 - F. Finance Director
 - G. City Manager
 - H. Report of Mayor
 - I. Law Director
9. Third Readings of Ordinances or Resolutions
10. Second Readings of Resolutions or Ordinances
11. First Readings of Resolutions or Ordinances
12. Citizens' Comments (Open Discussion: Five-Minute Rule)
13. Purchase Orders & Bills
14. Report of Council President Pro Tempore
15. Report of Special Committees
16. Old/New/Other Business
17. Adjournment

When Public Hearings are scheduled during a Regular Council Meeting, the presiding officer may adjust the Order of Business accordingly, but only between Items 3 and 8.

Rule 14. Conduct within the Council Chambers

The Presiding officer shall preserve decorum and decide all questions of order, subject to an appeal to the Council by any member, and in the case of an appeal being taken, the question shall be: "Shall the decision of the Chair stand as the decision of Council?" During such an appeal, the presiding officer shall retain the Chair until the question is disposed of, and may speak on the question. In any case in which a member transgresses the Rules of Council, the presiding officer or any other member may call them to order, in which case the member called to order shall take their seat unless permitted to explain. Members shall not be permitted to leave the Council Chambers without permission of the presiding officer. If a member of Council shall leave the Council Chambers without permission of the presiding officer, it shall count as an absence.

No member of the Council or Administration shall be allowed to speak longer than five (5) minutes if some other member shall request the floor. No member shall speak more than once on the same motion until every member desiring to speak on that motion shall have had an opportunity to do so. While the member is speaking, no one shall interrupt him except the President of Council, who may confine the member to the Rules of Council or a member of Council to raise a point of order.

Rule 15. Nonmember Addressing of Council

The President of Council may recognize any nonmember for the purpose of addressing Council on any question then pending (Agenda Matters), or on any matter on which Council action is desired (Open Discussion). In such cases, the person recognized shall address the Chair and state their name, address, and subject matter they desire to discuss as it pertains to government business. Their remarks must be confined to the merits of the subject at issue. Speakers must be courteous and avoid discussion of personalities. Except by express permission of Council, speakers shall be limited to five (5) minutes, with no yielding their time to another individual to speak longer. No person who has had the floor shall again be recognized until all others desiring an opportunity to speak have been given an opportunity to do so.

Rule 16. Communications & Correspondence

No anonymous communications, written or electronically recorded, shall be read or played at any Council meeting. All appropriately signed correspondence addressed to Canal Fulton City Council (or similarity thereof) shall be read aloud at any Council meeting by the Clerk of Council, unless the communication contains charges of a personal nature. Letters from department heads shall be referred to the appropriate committee before read in Council.

Rule 17. Conduct Within Council Chambers

Any person who, during a Regular Council Meeting, or any duly held meeting of Council, or during any of the meetings of committees, threatens a member of Council or any citizen of this municipality or threatens damage to property within this municipality may be charged with a violation of Section 509.04 of Canal Fulton Ordinances, and may be ordered removed by a

majority vote of Council or by the President of Council. Removal from Council Chambers shall be done by a member of the Canal Fulton Police Department.

III. REFERRAL OF LEGISLATION

Rule 18. Submission of Legislation

Prior to introducing legislation at a Council meeting, department heads or member of the administration or council shall send the draft ordinance or resolution approved by the director of law to the council president pro tempore and city manager. Council president pro tempore may assign it to a committee or allow the legislation to be brought to the full council for consideration. This shall not apply to any legislation that is adopted on a regular basis.

The City Manager will note all requests made either by a department head or any member of the Administration or Council member on matters referred as provided in Council Rule 20. The date of this referral will be the date of the letter. If no date appears on the letter of referral, the Council President shall date the letter of its receipt by the Council President or Presiding Officer.

Rule 19. Petitions & Requests

All petitions or requests must be received and presented by the Clerk of Council. All other matters which include, but are not limited to, ordinances, proclamations, and resolutions shall be introduced by a member of Council or the City Manager. Such matters shall be signed by said member making the petition or request, and they will be presented to Council and the City Manager. All ordinances and resolutions shall be known by their number and assigned by the Clerk of Council.

Rule 20. Petitions & Claims – Municipal Expenditures

No petitions or claims demanding money or expenditure thereof shall be received by the Council, unless made in writing, and signed by the petitioner, claimant, or department head or his authorized agent. A copy shall be furnished to the Law Director.

Rule 21. Committee Matters

It shall be the duty of the City Manager monthly to provide all Council Members and Mayor with a brief list of all matters before all committees, together with the date the matter was referred to that committee.

Rule 22. List of Matters Referred

Any matter remaining on the Matters Referred list for six (6) consecutive months without action must be deleted and may not be placed on this list again for at least two (2) weeks, at which time it must also be substantially changed or modified.

Rule 23. Agenda Consideration

Council's agenda shall be included in Council's packet on the Friday before the Regular Council Meeting. Items to be included on the agenda must be in the Clerk of Council or City Manager's office by 12:00 PM (Noon) on the Friday before the Regular 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. All proposed legislation shall be forwarded by the committee chairperson, the Mayor and President pro tempore, who will confer with the Law Director in preparation of the agenda.

IV. COMMITTEE WORK AND MOTIONS

Rule 24. Resolution or Ordinance - Time Limit in Committee

All recommendations of committees and all matters pertaining to the legislative function of the Council shall be referred to the President pro tempore in the form of resolutions by motion or ordinance, as the case may require. No committee chairperson shall hold any proposed legislation in committee for more than sixty (60) days, after referral to committee. Any three members of Council, after sixty (60) days, may take legislation out of committee by motion. Said motion must be approved by a majority vote of the legislative body present at the time the motion is made. However, when time is of the essence or any emergency exists; any three (3) members of Council may take legislation out of committee by motion after the expiration of fourteen (14) days from the time the matter was referred to committee. Said motion, referred to hereinafter in this paragraph, must be approved by a majority of the Council members present when the motion is made.

Rule 25. Stating of Motions & Calling of Roll

At regular meetings, all motions shall be stated by the Mayor or President pro tempore and put by the Clerk of Council, who shall declare all votes. Roll call shall be recorded as "Yes" or "No" or "Abstained."

Rule 26. Reconsideration of Motions or Votes

A motion to reconsider a vote on any question shall not be in order until one Regular Meeting of Council has intervened, since the decision and the motion to reconsider can be made only by a member voting with the prevailing side.

Rule 27. Legislation Procedures – Matters of Finance, Contracts & Employees

All legislation involving appropriations, transfer or expenditure of funds, all pay ordinances setting salaries and numbers of employees, and ordinances authorizing contracts with Municipal Services must first be presented to the Council Committee overseeing that department or unit making the request. After the committee reviews the request, any legislation involving funds or municipal financial matters shall be forwarded to the Finance Committee, with a recommendation prior to the

official request being presented to Council. All other legislative items can be submitted directly to Council.

V. MINUTES

Rule 28. Meeting Minutes

The minutes of the Regular and Special Meetings and Public Hearings of the Council shall be available for public inspection during regular business hours. Members of the public who request copies of minutes may purchase them at a cost of five cents (\$0.05) per page.

Rule 29. Recording of Minutes

The Clerk of Council shall be required to take minutes of all meetings of Regular and Special Council meetings. The committee chairperson shall be responsible for the minutes of committees, and may record meetings to be transcribed upon the chairperson's request to the Clerk of Council. The Clerk of Council should place approved minutes in each committee's minute book.

VI. RULES

Rule 30. Amending or Revision of Rules

These rules may be amended at any regular meeting by a majority vote of the Council.

Rule 31. Suspension of Rules

These rules may be suspended for the time being, at any meeting of the Council, by vote of two-thirds (2/3) of all its members then present at that meeting, wherein the motion to suspend these rules was made.

Rule 32. Parliamentary Procedure

All questions arising concerning the governing of the Council and the transaction of business therein not provided for in the foregoing rules shall be decided, held, and governed by the Statutes of Ohio; the ordinances of the City and upon all other matters, *Robert's Rules of Order Newly Revised* shall be standard of parliamentary usage.

Rule 33. Override of Council President

By two-thirds (2/3) vote of all its members, Council may override any decision or ruling by the President.

Rule 34. Meeting Notices

Notices to continue to hold meetings - Regular, Special, or otherwise - shall be posed at least twenty-four (24) hours prior to such meeting(s) at:

Canal Fulton Public Library	Chapel Hill Community
Canal Fulton City Hall	Canal Fulton Post Office
Canal Fulton Police Department	Giant Eagle Supermarket
Heritage Square Pharmacy	

Such notices shall give the time, place and purpose of such meeting.

This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising so that changes can be effective immediately, wherefore, this Resolution shall take effect and be in full force immediately upon its passage.

John Grogan, Mayor

ATTEST:

Tammy Marthey, Clerk of Council

I, Tammy Marthey, Clerk of Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution 1-10, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2010, 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 _____, 2010.

Tammy Marthey, Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No.

22-10

Passed

20

A RESOLUTION TO ADOPT
THE SOLID WASTE
MANAGEMENT PLAN FOR
THE STARK-TUSCARAWAS-
WAYNE JOINT SOLID WASTE
MANAGEMENT DISTRICT

WHEREAS, The City of Canal Fulton is located within the jurisdiction of the Stark-Tuscarawas-Wayne Joint Solid Waste management District (STW District).

WHEREAS, the STW District Policy Committee prepared and adopted a final draft of the Solid Waste management Plan in accordance with Ohio Revised Code Sections 3734.53, 3734.54 and 3734.55.

WHEREAS, the STW District has provided a copy of the Draft Final Solid Waste management Plan for ratification to each of the legislative authorities of the District.

WHEREAS, the City of Canal Fulton must decide whether is approves of said Solid Waste Management Plan within ninety days of receipt of the Final Draft Plan.

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

1. The City of Canal Fulton _____ Approves _____ Disapproves the STW District Solid Waste Management Plan.
2. The Clerk is hereby directed to send to the STW District a copy of this resolution to the attention of David Held, STW District, 9918 Wilkshire Boulevard, Bolivar, Ohio 44612.
3. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

John Grogan, Mayor

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: **RG006085**
 P.O. DATE: **05/19/10**
 DEPARTMENT: **WATER**
 CREATED BY:
 VENDOR NO. **01078**

DELIVER TO:

CANAL FULTON WATER DEPT
 453 WATER STREET
 CANAL FULTON, OH 44614

VENDOR:

THE BANK OF NEW YORK
 REFERENCE TAS # 526289
 525 VINE STREET, SUITE 900
 CINCINNATI, OH 45202

ACCOUNT NUMBER	AMOUNT
441.310.5890	\$3,530.99
441.310.5890	\$2,282.50
481.130.5810	\$1,656.51

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
		INTEREST ON WATER TREATMENT PLANT EXPIRES 12-01-2011 BALANCE \$170,168.		\$3,530.99
		INTEREST ON WATER PLANT EXTENSION BOND EXPIRES 12-01-2011 BALANCE \$110,000.		\$2,282.50
		INTEREST ON DOWNTOWN IMPROVEMENT BONDS EXPIRES 12-01-2011 BALANCE \$79,832		\$1,656.51
ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$7,470.00

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 (\$ 7,470.00) 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 Water Fund(s).
 Free from any obligation or certification now outstanding.

Seam S...

5-19-10
Date

City Manager

Date
INVOICE

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

Finance Director

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

RG006086

P.O. DATE

05/01/10

DEPARTMENT

MAYOR. ADMIN

CREATED BY

VENDOR NO.

02270

DELIVER TO:

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

VENDOR:

AMERICAN LEGAL PUBLISHING CO.
 432 WALNUT STREET SUITE 1200
 CINNCINNATI, OHIO . 45202

ACCOUNT NUMBER	AMOUNT
101.120.5410	\$3,823.00

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
		CODIFIED ORDINANCE SUPPLEMENTS 185 PGS. @ \$19.00 and 30 back up pages.		\$3,823.00
ITEM IS A FIXED ASSET				
			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
TOTAL:				\$3,823.00

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 (\$ 3,823.00) 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.

Scott M. [Signature]
 Date 5-1-10

Finance Director

City Manager

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

Date
INVOICE

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: RG006087
 PO. DATE: 05/26/10
 DEPARTMENT: MAYOR. ADMIN
 CREATED BY:
 VENDOR NO.: 01785

DELIVER TO:

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

VENDOR:

BAKER VEHICLE SYSTEMS INC.
 9035 FREEWAY DRIVE
 MACEDONIA, OHIO 44056

ACCOUNT NUMBER	AMOUNT
391.120.5720	\$3,796.67
341.310.5730	\$3,796.67
351.330.5710	\$3,796.66

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
		EXCEL HUSTLER SUPER Z MOWER DIESEL ENGINE, 72 IN. DECK AND ALL STANDARD SPECS.		\$11,390.00
ITEM IS A FIXED ASSET				
			TOTAL:	\$11,390.00

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

CLERK'S CERTIFICATE

I am hereby certified that the amount (\$ 11,390) 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 44614 Fund(s).
 I am relieved from any obligation or certification now outstanding.

Scott M. Sudak 5-26-10
 Date

Finance Director

City Manager

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

Date
INVOICE

QUOTATION



BAKER VEHICLE SYSTEMS

9035 Freeway Drive • Macedonia, OH 44056
 Phone: 330-467-2250 • Fax: 330-467-8308
 Serving Golf, Turf & Industry since 1940

DATE: May 21, 2010

TO: City of Canal Fulton
 155 E. Market St.
 Canal Fulton, OH 44614

Prices quoted are those in effect at the time of quotation. This quotation is subject to acceptance within 15 days.

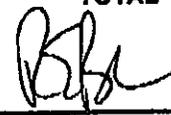
SALESPERSON	F.O.B.	DELIVERY	PAYMENT TERMS
RB	Delivered	From Stock	Municipal Financing-To Be Arranged

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1		Excel Hustler Super Z, complete with 25hp Shibauro diesel engine, 72" Side Discharge deck, ROPS, and all standard specs. Regular Price: \$16,559.00 Net Discounted Price:	\$11,390.00	\$11,390.00

SUBTOTAL	\$11,390.00
TAX RATE	exempt
SALES TAX	\$0.00
TRADE-IN ALLOWANCE	
TOTAL	\$11,390.00

MUNICIPAL FINANCE OPTION:

Amount Financed:
 Delivery Month: June 2010
 Term: 3 Years 4 Years 5 Years
 Total Number of Payments: 3 4 5
 Payment Schedule: 1 Annual Payment per Year
 Payment Amount: \$4,058.00 \$3,115.00 \$2,549.00
 Purchase Option at End: Customer Owns at End

BY: 

This offer is subject to credit approval. Certain terms and conditions apply, interest rates change and the above is for quotation purposes only.

To accept this quotation, sign here and return: _____ Date: _____

6097

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Check. Date..... Vendor Name..... Amount.....

040392	05-14-2010	09000 A & B ENTERPRISES	43.59	TAX REFUNDS
040393	05-14-2010	09000 AARON BOLING	28.88	
040394	05-14-2010	09000 CLARISSA L BRINK	21.98	
040395	05-14-2010	09000 DONNA CARROLL	70.79	
040396	05-14-2010	09000 FRANK L COATES	32.77	
040397	05-14-2010	09000 THOMAS & FAYE COLES	63.00	
040398	05-14-2010	09000 RAYMOND E DANGELO	52.90	
040399	05-14-2010	09000 DENNIS & DIANE DOWNING	190.21	
040400	05-14-2010	09000 RAYMOND P JR & DENISE M GIROUX	605.00	
040401	05-14-2010	09000 BRIAN E GLASS	202.97	
040402	05-14-2010	09000 CASSIE HAAG	14.06	
040403	05-14-2010	09000 SCOTT & SHELLY HARTER	30.76	
040404	05-14-2010	09000 ANDREW AND NANCY KEPLEY	161.35	
040405	05-14-2010	09000 BARBARA J KINNEY	19.39	
040406	05-14-2010	09000 A. MARCUS LEMESSURIER	387.50	
040407	05-14-2010	09000 NICHOLAS MANSON	43.31	
040408	05-14-2010	09000 DONALD E JR & EMILY MEADOWS	116.14	
040409	05-14-2010	09000 ANTHONY MENDOZA	91.49	
040410	05-14-2010	09000 REBECCA K MONTGOMERY	229.94	
040411	05-14-2010	09000 JAMES E & ELAINE PARKER	101.95	
040412	05-14-2010	09000 RICH-N-WEN ENTERPRISES LLC	252.66	
040413	05-14-2010	09000 JOSEPH AND CANDICE ROBINSON	44.03	
040414	05-14-2010	09000 BRETT R & LYNN K SCOTT	1379.32	
040415	05-14-2010	09000 HUGH S UTTERBACK	125.43	
040416	05-14-2010	09000 GLENN VANCAMP	298.00	
040417	05-14-2010	09000 MARK A & KATHLEEN WHITE	95.47	
040418	05-14-2010	09000 ALLISON YUKICH	51.24	
040419	05-14-2010	00733 KAREN HILTBRAND	252.00	CONTRACT CLEANING
040420	05-14-2010	02121 OHIO DEPT. OF COMMERCE	50.00	CANAL BOAT LIQUOR PERMIT
040421	05-14-2010	02121 OHIO DEPT. OF COMMERCE	50.00	CANAL BOAT LIQUOR PERMIT
040422	05-14-2010	00112 JOHN BARABASCH	500.00	POLICE INVESTIGATIONS
040423	05-14-2010	00090 FRED FLEMING	120.41	PARKS SWING REIMB.
040424	05-18-2010	01457 STARK CO. RECORDER, T.MARTHEY	48.00	COUNTY FEES
040426	05-18-2010	00557 AUDITOR OF STATE	6467.33	AUDITOR FEES
040427	05-18-2010	00592 CANAL FULTON ENTERPRISES INC	258.00	ELECTRICAL WORK AT GARAGE
040428	05-18-2010	00559 CANAL FULTON GIANT EAGLE 1633	20.50	DARE
040429	05-18-2010	02268 CANAL FULTON GLASSWORKS	337.50	BROCHURES
040430	05-18-2010	02137 CHRISTOPHER HOOT	850.00	BROCHURE DESIGN WORK
040431	05-18-2010	01606 CLEMANS-NELSON & ASSOC. INC.	175.00	LEGALS
040432	05-18-2010	00211 CONTROL ASSOCIATES INC	867.88	CALIBRATE WATER PUMPS
040433	05-18-2010	00490 DALE B. KINCAID	530.94	COLLECTIONS
040434	05-18-2010	01354 DARN VARIMITS	85.00	SKUNK AT PARK PATROL
040435	05-18-2010	01705 DYNAMERICAN SEPTIC AND DRAIN	700.00	SEWER PLANT VAC TRUCK
040436	05-18-2010	00756 EMERGENCY MEDICAL PRODUCTS INC	572.80	EMS SUPPLIES
040437	05-18-2010	01294 EMERGI-TECH	2563.04	POLICE SOFTWARE CONTRACT
040438	05-18-2010	02194 EVANS SUPPLY	204.82	STREET SUPPLIES
040439	05-18-2010	00049 G. A. THOMPSON CO.	198.02	POLICE TICKETS
040440	05-18-2010	00576 GUTH LABORATORIES INC	27.19	BAC SOLUTION POLICE
040441	05-18-2010	01651 H.D. WATERWORKS SUPPLY	190.00	WATER CHEM
040442	05-18-2010	01510 JEFFERSON LINCOLN INS. CO.	160.20	LIFE INS.
040443	05-18-2010	00112 JOHN BARABASCH	13.99	REIMB SUPPLIES
040444	05-18-2010	02269 KELLY KEENER	50.00	WATER REFUND DEPOSIT
040445	05-18-2010	00554 LAKE BUSINESS PRODUCTS	12.88	COPIER
040446	05-18-2010	00103 O.P.E.R.S.		

SPECIAL CHECK REGISTER BANK - 0002 - City of Canal Fulton 15:49:19 25 May 2010 PAGE: 2

5/25/2010

Check.	Date.....	Vendor Name.....	Amount.....	
040447	05-18-2010	00103 O.P.E.R.S.	10870.55	PENSION
040448	05-18-2010	02085 OHIO DEPT. JOBS FAMILY SERVICE	610.00	UNEMPLOYMNT. CLAIM
040449	05-18-2010	00094 OHIO EDISON COMPANY	1071.59	ELEC.
040450	05-18-2010	00498 QUILL CORPORATION	35.99	OFFICE SUPPLY
040451	05-18-2010	00842 THE REPOSITORY GATEHOUSE MEDIA	441.20	AD FOR HIGH ST. IMPROVMNT
040452	05-18-2010	00709 SLICKER FARMS	248.00	HERBICIDES
040453	05-18-2010	01710 SPEEDWAY SUPERAMERICA	1263.09	GAS
040454	05-18-2010	01817 TOSHIBA BUSINESS SOLUTIONS	112.32	COPIER
040455	05-25-2010	01402 OHIO STATE U. EXTENSION	10.00	CALIBRATE SPRAYER
040456	05-19-2010	01787 CREATIVE PROD. SOURCING, DARE	300.00	T SHIRTS FOR DARE GRADS
040457	05-19-2010	00033 DOMINION EAST OHIO	1054.81	GAS
040458	05-19-2010	02244 ELAINE WEITZEL	80.00	CONTRACT CLEANING
040459	05-19-2010	00039 FINLEY FIRE EQUIPMENT	2990.00	TURNOUT GEAR
040460	05-19-2010	02258 GG AND G	2047.49	5 LASER ASSAULT GUNSIGHTS
040461	05-19-2010	01460 HUNTINGTON NATIONAL BANK	30200.00	FIRE STA NOTES
040462	05-19-2010	00112 JOHN BARABASCH	582.94	CAMERA REIMB.
040463	05-19-2010	01511 MARK COZY	78.09	TRAVEL REIMB
040464	05-19-2010	00084 NELSON INDUSTRIAL SUPPLY	137.28	FIRE STA, PAPER SUPPLIES
040465	05-19-2010	00506 PITNEY BOWES PURCHASE POWER	1240.98	POSTAGE
040466	05-19-2010	02090 REPOSITORY RETAIL PYMNT. CTR.	82.38	NEWSPAPER DELIVERY
040467	05-19-2010	01852 REVILLE WHOLESALE DISTRIBUTING	832.45	2 55 GALLON OIL
040468	05-19-2010	01710 SPEEDWAY SUPERAMERICA	1108.03	GAS
040469	05-19-2010	00333 STARK STATE COLLEGE ATT: DIANE	590.00	POLICE DEPT. CLASS
040470	05-24-2010	02140 BRIAN BAYS	180.00	HORSE FERRIER TRIM 3
040471	05-20-2010	00486 CTI ENVIRONMENTAL, INC.	12958.88	PROJECT ENGINEERS
040472	05-20-2010	01078 THE BANK OF NEW YORK	7470.00	WATER DEBT. INTEREST
040473	05-25-2010	00101 OH POLICE & FIRE PENSION FUND	23416.09	QRTLY PAYMNT
040474	05-25-2010	01894 BARCO PRODUCTS CO.	530.50	TENNIS GRANT SIGN
040475	05-25-2010	02203 C. MASSOUH PRINTING	185.00	TENNIS GRANT CARDS
040476	05-25-2010	00397 CLARK CONCRETE CONSTRUCTION	3100.00	SIDEWALK REPAIRS
040477	05-25-2010	01749 CLINTON HARDWARE AND SUPPLY	6.45	STREET SUPPLIES
040478	05-25-2010	00039 FINLEY FIRE EQUIPMENT	466.50	BATTERY AND GEAR
040479	05-25-2010	00659 HOME DEPOT CREDIT SERVICES	440.04	SEWER CAMERA AND TILE
040480	05-25-2010	01214 HOMETOWN INSURANCE GROUP, INC	13872.40	INSURANCE
040481	05-25-2010	02139 MAST LEPLEY	36.59	MOWER PARTS
040482	05-25-2010	01739 MATT'S LAWN CARE	245.00	ZONING MOWED PROPERTY
040483	05-25-2010	00973 MELISSA KOSCO	40.99	REIMB. SUPPLIES
040484	05-25-2010	01742 MET LIFE INSURANCE CO.	1823.31	INSURANCE DENTAL
040485	05-25-2010	00596 NEXTEL SPRINT COMMUNICATIONS	296.33	PHONE
040486	05-25-2010	00783 NORTH CENTRAL LABORATORIES	173.26	WATER LAB TESTS
040487	05-25-2010	00002 OHIO PLASTICS & SAFETY PROD.	22.50	SIGNAGE
040488	05-25-2010	01633 PELLINI AND ASSOCIATES LLC	1701.00	LEGALS
040489	05-25-2010	00498 QUILL CORPORATION	269.19	OFFICE SUPPLIES
040490	05-25-2010	00630 REAM & HAAGER LABORATORY INC	177.50	SEWER LAB TESTS
040491	05-25-2010	01521 RICCA CHEMICAL CO.	389.89	WATER CHEM
040492	05-25-2010	01623 SIEMENS WATER TECH. CORP.	511.00	WATER FILTER
040493	05-25-2010	00683 TELEDYNE ISCO INC	510.00	SEWER TEST PROBE
040494	05-25-2010	00404 TRINER OIL CO.	893.42	FUEL
040495	05-25-2010	00646 VERIZON WIRELESS	916.68	CELL
040496	05-25-2010	00515 VISION SERVICE PLAN - (OH)	825.07	INSURANCE
040497	05-25-2010	01910 WILKOF INDUSTRIAL SUPPLY CO.	132.20	STREET SUPPLIES
040498	05-25-2010	01556 WITMER ASSOCIATION INC.	62.99	FIRE DEPT.

\$ 147,699.60