

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

**May 18, 2010**

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **FIRE DEPARTMENT RECOGNITIONS**

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

May 5, 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

C. Fire Chief

D. Police Chief

*Monthly Report*

E. Engineer/Streets/Public Utilities

F. Finance Director

G. City Manager

H. Report of Mayor

*Civil Service Appointment*

I. Parks & Recreation Board

J. Law Director

9. **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.

10. **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.

**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.

11. **FIRST READINGS**

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

**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.

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**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.

**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.

**12. 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.

**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.

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

**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.

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

**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.

**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.

**13. BILLS: \$40,860.13**

**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

Minutes of

CITY OF CANAL FULTON

Meeting

DAYTON LEGAL BLANK, INC. FORM NO. 10148

May 5, 2010

Held

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**COUNCIL MEETING**

John Grogan, Mayor called the May 5, 2010 City Council meeting to order at 7:00 PM in Council Chambers at City Hall.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**Present:** Linda Zahirsky, Paul Bagocius, Danny Losch, Sue Mayberry, Matthew Moellendick.

**Absent:** Nellie Cihon

Mrs. Zahirsky moved to excuse Mrs. Cihon due to work, seconded by Mr. Losch. **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; Ed Harbaugh, Patrolman; Scott Svab, Finance Director; William Dorman, Engineer; Jim and Janet Deans, Ken Roberts, Residents; Randi Buhecker and Robert Buhecker, Dennis Muntean, Ed Porter, Stephanie and Brian Mesek, Mim Beebe, Jeremy Graber; Mary Ann Hupp, Donnie Poling and Ed Fousek, Park Board; and Joan Porter, Repository.

**CORRECTING/ADOPTING THE RECORD OF PROCEEDINGS**

Mrs. Zahirsky moved to adopt the record of proceedings, seconded by Mrs. Mayberry. **Roll: Yes, ALL.**

*Clerk's Note: Mr. Dorman was present at the April 20, 2010 meeting.*

**RECOGNITION OF POLICE OFFICERS:**

Mayor Grogan recognized the following police officers for their efforts in the life-saving strategies used for the residents at the Waterside Apartment complex due to the fire that occurred in the early morning on April 24, 2010.

Robert Buhecker and Dennis Muntean, Canal Fulton Officers; and Ed Porter, Lawrence Township Officer.

Mayor Grogan and on behalf of Council, he thanked all of those involved and for their heroic efforts. He stated many of the departments have expressed to him about the outstanding job these officers and firefighters did.

Chief Green stated he received a letter from Troy Schlabach, Stark County Joint Fire Investigation Unit complimenting the department for the job they did.

Mayor Grogan stated the fire department is very humble about what they did. The community is proud of them. He hopes that county and state look at this and gives some awards.

*Mayor Grogan was excused from the meeting due to work obligations. President ProTempore Zahirsky took over the meeting.*

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**REPORTS OF STANDING COMMITTEES**

Public Service Committee: Mr. Moellendick reported the committee met and they discussed the water rates.

Mr. Moellendick stated they will be discussing the Solid Waste District Plan and an Ordinance for changing sewer regulations

Mr. Moellendick moved to hold a Public Service Committee meeting June 1, 2010 at 6:00 PM for further discussion on the water rates and solid waste district plan, seconded by Mr. Losch. **ROLL: Yes, ALL.**

Mr. Moellendick stated on Ordinance 4-10, chapter 925 regarding sewer use and regulations there were some issues in the vent size and would like to change the wording.

Mr. Fellmeth stated it is not necessary to change. Those would be grandfathered. This ordinance would be for new construction.

**CITIZENS' COMMENTS – AGENDA MATTERS** - None

**REPORTS OF ADMINISTRATIVE OFFICERS**

**SENIOR CITIZENS (Nellie Cihon)** - Not Present

**COMMUNITY SERVICE (John Murphy, Coordinator)** - None

**FIRE CHIEF (Ray Green, Chief)**

Waterside Fire: He wanted to recognize the Red Cross for their efforts in this fire. He wanted to thank Mr. Roberts for his efforts in assisting the displaced residents.

A neighbor at the complex purchased a lot of food and drinks from McDonalds and distributed. Mr. Moellendick donated drinks.

The point of origin of the fire was the attic. It was more than likely electrical. Estimated cost of the building is \$690,000.0. He stated he would highly recommend all those that rent to purchase renters insurance.

The water supply was excellent. The water department boosted the pressure a little. They were doing about 2,000 gallons a minute.

Grants: The application period has been opened for fire assistance for equipment. The department is looking at updating EMS equipment, such as the stretchers. They now have available battery operated stretchers which would reduce back injuries. The city's contribution would be 5%.

Change of Meeting Location: Chief Green stated he would like to change the location of the meeting scheduled for May 18, 2010. He has awards that he would like to present at this meeting. Mr. Bagocius moved to hold the May 18, 2010 meeting at the Canal Fulton Fire Station, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

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Mrs. Zahirsky asked if having a fire like this would increase our chances of getting a grant for an aerial truck.

Chief Green stated most of the grants are for vehicles that are older and need replaced.

Mr. Moellendick asked how long it took for aerial trucks to arrive.

Chief Green stated it took 9 minutes for Jackson Township and 10 minutes for the City of Massillon.

Chief Green stated the building had hard wired smoke detectors and the reason they didn't go off because the smoke was in the attic above the detectors.

**POLICE DEPARTMENT (Edward Harbaugh, Patrolman):**

Officer Harbaugh stated those involved in the homicide did a fantastic job, along with the other departments that came to assist.

Lt. Swartz had surgery today and is home and doing okay.

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

Mr. Dorman stated he has known Mr. Buhecker since he was in junior high school and he was in his church youth group. He stated it has been a pleasure seeing the young man grow up and when called upon really answered the call.

He appreciated getting to be here and see the presentation.

Marshallville Sanitary Sewer: Mr. Dorman reported the project is progressing. They are getting through the worst area which is the deepest portion of the project. They are working with the homeowners in regards to the repair of their yards and landscaping.

High Street/Erie Avenue Resurfacing Project & Culvert Replacement: The resurfacing project will be from Cherrywood Street north to the high school. They were able to separate the culvert portion of the project from the resurfacing project. They have advertised the project for bid. Bid openings will be held on May 28. The object is to get done before school starts.

Once the Community Development Block Grant is awarded, they will begin with phase II of the project.

Mr. Harbaugh asked if a guardrail is going to be installed. It was stated yes.

High Street Waterline: Mr. Mayberry stated Wenger will be in to connect waterline along High Street.

Quarterly Report-Streets: Mr. Mayberry distributed a quarterly report for the activity in the street department.

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Trees - Downtown Area: There is a need to replace the ornamental trees in the downtown area. They are causing the sidewalks to lift. It is regretful but it needs done.

Administration will be meeting in two weeks with an arborist to get recommendation on replacement trees.

**FINANCE DEPARTMENT (Scott Svab)**

Purchase Orders: Mr. Svab stated there are no purchase orders.

EMS Policy: Mr. Svab reported that the auditors had requested better legislation for our EMS policy. Resolution 17-10 addresses this.

2009 Financial Statements: Mr. Svab reported the financial statements will soon be available. They will be posted on the website. The audit is almost complete. An exit audit will be scheduled within the next 4-6 weeks.

Mr. Bagocius asked if they will have the income tax report. Mr. Svab stated yes.

**CITY MANAGER (Mark Cozy)**

Erie Avenue Widening & Culvert: The project has been split into two phases. It took some efforts to get the project split into two phases. It is the goal to have the road widened before school resumes in the fall.

Stark County Sewer Department: Mr. Cozy stated he spoke with Mr. Jim Jones and the frontage cost will be under \$30/ft. This is less than the county charges. We are able to charge less due to getting the grant.

City Brochure: Mr. Cozy stated they are working on the latest version of the city brochure. It includes an updated summary of the city. This will be for a 12 x14 folder. These could be used for new residents, but ideally these will be used for new businesses coming into the city.

Mr. Cozy would like input from the mayor and council and would need the input within the next two days.

Executive Session: Mr. Cozy stated he has two items for executive session.

**REPORT OF MAYOR (John Grogan) - No Report**

Safety Center Signage: Mr. Cozy stated in regards to the signage for the safety service center, he received another proposal for a pedestal sign and it came in over \$15,000.00

Mr. Fellmeth stated since there is \$15,000 budgeted for the sign; the Fellmeth family has offered to pay the difference. They don't want to see any hard feelings in the community over the sign.

Council asked that he have legislation for the next meeting.

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## **PARKS & RECREATION BOARD (Mr. Fousek)**

Mr. Fousek presented an overview of the work that has been done at the Old School Playground and the proposed change of direction of the basketball courts. They would also like to install signage at the northeast corner of the park on the outside of the fence. The sign will not have changeable letters.

The Park Board would like to get approval to purchase the basketball poles and hoops, as well as the sign.

Mr. Moellendick asked if they got more than one quote.

Mr. Fousek stated yes.

Mr. Fousek stated they would like to have a motion to officially name the old school yard park.

Mr. Cozy stated they will have the purchase orders prepared for the equipment, the labor to install the equipment and for the sign at the next meeting.

Mr. Cozy stated with the amounts involved, if it is in the budget, they don't need a resolution from council to approve them. Mr. Cozy stated it is good though that they are here, because the total of all three is over \$3,000.00.

Mr. Fousek asked if they could start the project by ordering the equipment.

Mr. Fellmeth stated the purchase orders would be on the agenda next meeting.

Mr. Cozy stated he would take a voice motion with moving forward with the basketball portion of the park since they don't need a resolution for the purchase orders and then they would be able to move on it right away.

Mr. Losch stated he feels they need to discuss this park more. He stated he knows the mayor wants to be part of this discussion. He stated the mayor is concerned with the basketball project right now, with the skate boarders still continually being neglected.

Mr. Losch stated this park really looks good and the board is doing a lot of work, but he still supports and backs the mayor in regards to this issue. There are still kids that are still skating down the streets. He said he isn't saying they aren't trying to do something for the kids, but it is an issue that has been going on way to long.

Mr. Fousek stated they already have the fencing up for when the courts are turned. They had talked about starting with the skate board park in Puffenberger. Mr. Fousek stated some of their funds got taken to help pay off the Puffenberger property. He stated as the board saw it, they had monies in green space fees and grant monies. He stated the mayor wanted the skate board park. He stated his thought was if they started the skate board park at Puffenberger, it could be phase I of the property and it would look good to the voters. At some point we are going to need to ask for a levy. He stated they have been hearing about people wanting

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~~a skate park and the mayor told them he would find them the money last summer.~~

Mr. Losch stated the grant money can be used for that but it will be up to Council. He feels it is something that he would like to see a lot of focus on. He doesn't want to buck any of the projects that are going on. The park is really looking good and the board has worked hard. He feels the mayor needs to be a part of this discussion.

Mrs. Zahirsky stated they can the mayor an opportunity to talk, but unless it is tied he doesn't have a vote.

Mr. Cozy stated the \$100,000 wouldn't be able to build the skate park the way they have it designed on the Puffenberger property. There is going to need a lot of earth moving that will need to be done.

Mrs. Zahirsky asked if they needed to start with the engineering first, and this would eat up a lot of the money.

Mr. Fousek stated they had monies already set aside for the engineering.

Mr. Losch stated a lot of that has been done and they have preliminary plans.

Mr. Moellendick stated they aren't plans. He said at the meeting they had at the Canalway Center that these are a concept plan and not plans. He said you can't go to the bank with those plans. He stated they would need to contract with an engineer to do the design, what they have is a cartoon and it is an idea and what the initial preliminary costs are based off of. He stated they can't go to the bank thinking they can build the park for what Floyd Brown said they could, it is going to take a little more effort to plan it out and plan the phasing so it can be built. He stated they can't dig into the hillside and have it work out.

Mr. Fousek stated in the park world, it doesn't make since to put the skate park at the old school playground. He stated the basketball part of the project with the fencing, and the asphalt have been taken care of. He stated so what will happen is, the monies that have already been spent last fall, and now put a skateboard park there.

Mr. Moellendick stated he agrees at this point they should finish the basketball courts, but if they back up further, the whole modification in the new fencing and everything else that has been started was started without them showing council anything to begin with.

Mr. Moellendick stated they want to do these things, but they didn't come through the process of showing what they want to spend the money on and asking for opinions on what everyone else would like, not just the park board. He stated it could have been a consensus from the two groups as what is important.

Mr. Cozy stated the fencing needed to be done and it is done for long term. He stated the questions that comes up is do we do one basketball court and buy some apparatus for the skate park for there temporarily and then move it at a later date, or do we just finish the park and just say no to the skate park? This decision needs to be made.

Mr. Fousek stated no to the skate park at that location.

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Mr. Cozy stated if they say no to that location, then it will be for a year or longer. He stated they have a parking lot that is falling apart and he is for maintaining what we already have before we go and build more things.

Mr. Fellmeth asked for a point of order and to expedite this conversation, he feels the purchase orders need drafted for the next meeting and to vote on them.

Mr. Cozy stated they could apply for a Nature Works Grant, 75/25. The cities portion would be 25%. The city has not received one in a number of years. The deadline is in February.

**LAW DIRECTOR (Scott Fellmeth) – None**

**THIRD READINGS - None**

**SECOND 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.

**STANDS AS SECOND**

Mr. Bagocius stated some communities are choosing to just send a letter of interest versus the memorandum.

Mr. Fellmeth stated the memorandum is an agreement that we agree to look into it and not to enter into a contract.

**FIRST 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 FIRST 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 FIRST READING**

Mr. Bagocius asked about the motion they made at prior meeting and how that stands.

Rules 30 and 31 would also need to be changed in this Resolution.

Mr. Fellmeth asked for clarification to what the request is. He will prepare a new resolution to include the changes for Rule 30 and 31 and Resolution 14-10 will remain.

**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 FIRST READING**

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**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 FIRST READING**

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

**STANDS AS FIRST READING**

**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 FIRST READING**

Mr. Bagocius asked Mr. Svab about two issues of conflict of interest. He stated the first would be the office hours here.

Mr. Svab stated he told New Franklin Township he would be there at 1:00 PM on Wednesdays and on Fridays. He stated the hours aren't set in stone, but they would like to have some type of idea when he would be available all the time without having to wonder when he will be there.

Mr. Bagocius stated this is the same thing he is asking for the full-time employment.

Mr. Svab stated if it is council's wishes, he would like to recommend. He would make the hours up in the evenings or through his vacation time or his personal time. He stated this is similar to what he has been doing working his second truck driving job and he usually leaves a half day on Friday and flexing his time. He stated he doesn't receive comp time.

Mr. Bagocius stated it is important to him now that he is holding two public offices to have set hours for his full-time employment.

Mr. Bagocius stated his second question is about the selling of water to New Franklin and if this is a dead issue.

Mr. Cozy stated they have committed Aqua Ohio and the City of Barberton. He stated this would be a potential conflict and which entity the finance director would represent. If either fell through on the agreement, then maybe we could get a phone call.

Mr. Svab stated even if that did come up, he doesn't have legislative power, he is just council to either entity to get the best deal.

**PURCHASE ORDERS & BILLS**

No Purchase Order

**Bills: \$75,354.18** Mrs. Mayberry moved that they are in receipt of the bills, seconded by Mr. Moellendick. **ROLL: Yes, ALL.**

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**OLD/NEW/OTHER BUSINESS -**

Mr. Bagocius moved to meet with the Lawrence Township Trustees on Wednesday, May 12, 2010 at 7:00 PM for the purpose of discussing a JEDD, seconded by Mrs. Mayberry. **ROLL: Yes, ALL.**

**REPORT OF PRESIDENT PRO TEMPORE (Linda Zahirsky) - No Report**

**REPORT OF SPECIAL COMMITTEES - None**

**CITIZENS COMMENTS-Open Discussion (Five-Minute Rule)**

Ken Roberts: Mr. Roberts stated there is a fundraiser scheduled for Saturday, May 8, 2010 for the fire victims on Waterside. It is \$10 per person. He stated there will food and live entertainment.

He stated from the tremendous response from the community, they were able to satisfy the needs of the fire victims from toiletries, clothing, furniture and some food. They also donated an amount of materials over to MECCA, which has been in the community for a number of years, which impacted another 70 families. Mr. Roberts stated from what they saw going on during this emergency, Mr. Graber and Mrs. Mayberry met with him and they discussed a Citizen Response Committee. He stated he would like to be able to offer assistance throughout our community and be able to help during a time of need.

Mr. Bagocius recommended they contact 101.7 radio to get the announcement on the radio.

**EXECUTIVE SESSION**

Mr. Losch moved to adjourn to executive session regarding compensation of a public employee or official; and the sale of property by competitive bid to prevent the disclosure of information that would provide competitive advantage, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

Mr. Losch moved to reconvene to the regular meeting, seconded by Mr. Bagocius. **ROLL: Yes, ALL.**

There was no legislative action taken as a result of the executive session. There may be legislation forthcoming at the next meeting.

**ADJOURNMENT**

Linda Zahirsky adjourned the May 5, 2010 meeting. The next regular scheduled meeting is May 18, 2010 at Canal Fulton City Hall, Council Chambers.

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Tammy Marthey, Clerk of Council

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John Grogan, Mayor

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Linda Zahirsky, President ProTemp

# REPORTS, ARRESTS, CITATIONS & WARNINGS

April 1, 2010 - April 30, 2010

## OFFENSES

Breaking & Entering and/or Burglary <i>(Includes Attempted)</i>	1
Robbery <i>(Includes Attempted)</i>	0
Theft <i>(Includes bad checks, identity and drive-offs)</i>	7
Domestic <i>(Includes Violence and Disputes)</i>	2
Juvenile Offenses	11
Criminal Mischief / Criminal Damaging	1
Drug Related Offenses	4
Menacing and Aggravated Menacing	1
Vandalism/Property Crimes	2
Harassment <i>(Includes Phone)</i>	8
Alcohol Related	13
Disorderly Conduct	0
Assault	0
Missing Persons	1
Homicide	1
Arson	0
Stalking	1
Fight	0
Reckless Driving	2
<b>TOTAL OFFENSES</b>	<b>55</b>

## PUBLIC SERVICE

Public Service Calls	12
Disturbance Calls	7
Suspicious Activities <i>(Includes persons, vehicles, circumstances)</i>	20
Assist Lawrence Township Police Department	11
Assist Medical Squad / Fire	16
Assist Other P.D.	4
Alarms	12
911 Hang Ups	5
Attempted Suicide	0
Threats	0
<b>TOTAL PUBLIC SERVICE CALLS</b>	<b>87</b>

## MISCELLANEOUS CALLS

*Includes, but is not limited to:*

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

<b>TOTAL MISCELLANEOUS CALLS</b>	<b>76</b>
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## TRAFFIC INCIDENTS:

Speed and/or Assured Clear Distance	16
Stop sign and/or Traffic Signal	3
Juvenile Offense	2
Seat Belt Violation	6
<b>Parking Problems (Total)</b>	<b>1</b>
<i>Parking Citations Issued: 0</i>	
Written Warnings	20
Verbal Warnings	79
Driver's License Violations	6
Registration Violations	2
Failure to Yield	3
Equipment Violations	3
OVI	8
Marked Lanes	2
Reckless Operation	2
Failure to Stop After Accident	1
Littering	1
Peeling Out	2
<b>TOTAL TRAFFIC INCIDENTS:</b>	<b>157</b>

## ACCIDENTS

Property Damage Only:	8
Injuries:	1
Private Property Accident:	3
Hit/Skip Accident	0
<b>TOTAL ACCIDENTS</b>	<b>12</b>

**TOTAL CALLS OF SERVICE: 387**

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

ARRESTS MADE:	24
WARRANTS SERVED:	2
<b>TOTAL</b>	<b>26</b>

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 20045

Resolution No.

12-10

Passed

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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.

WHEREAS, the Stark Council of Governments (SCOG), whose membership includes 37 Townships, Villages and Municipalities in Stark County, has created a sub-committee of its organization called the Countywide 9-1-1 Dispatch Center Governance Board; and

WHEREAS, this Governance Board has been appointed to oversee and recommend to SCOG the appropriate operational functions of the Countywide 9-1-1 Dispatch Center; and

WHEREAS, SCOG, through recommendations of the Governance Board and review of the GeoComm Study, did approve a Countywide 9-1-1 Dispatch Center Plan; and

WHEREAS, it is the goal of the Countywide 9-1-1 Dispatch Center Plan to collaborate with the 38 government entities in Stark County to create one dispatch center for the entire County; and

WHEREAS, THE CITY OF CANAL FULTON being apprised of the Countywide 9-1-1 Dispatch Center Plan has been asked to declare its support of said Plan, in principle.

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

The City of Canal Fulton agrees to enter into a Memorandum of Understanding (MOU) with the Stark Council of Governments (SCOG) 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

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_, 20\_\_\_\_

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

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING IS BETWEEN THE STARK COUNCIL OF GOVERNMENTS AND THE (government entity).**

**WHEREAS**, the Stark Council of Governments (SCOG), whose membership includes 37 Townships, Villages and Municipalities in Stark County, has created a sub-committee of its organization called the Countywide 9-1-1 Dispatch Center Governance Board; and

**WHEREAS**, the Governance Board is comprised of nineteen members from Stark County including representatives from the public, Police Chief's Association, Fire Chief's Association, large and small townships and villages, Red Center (LOGIC), Alliance Dispatch, CenComm Dispatch, Canton Communication Center, Sheriff's Dispatch Center, Stark 9-1-1 Call Center, Criminal Justice Information System (CJIS), City of Canton, Stark County Government, Stark Regional Transit Authority, the Stark County Sheriff and the Administrator of SCOG; and

**WHEREAS**, this Governance Board has been appointed to oversee and recommend to SCOG the appropriate operational functions of the Countywide 9-1-1 Dispatch Center, and;

**WHEREAS**, SCOG, in an attempt to consolidate all emergency dispatch operations in Stark County into one Public Safety Answering Point (PSAP), hired GeoComm Corporation to conduct a study on the feasibility of this one PSAP, and;

**WHEREAS**, SCOG, through the recommendation of the Governance Board, hired a full-time Project Manager for this project; and

**WHEREAS**, the main objective of creating a Countywide 9-1-1 Dispatch Center is to substantially reduce or eliminate 9-1-1 calls that are received and then transferred by phone to 10 different dispatch centers, and to achieve further cost and operational effectiveness; and

**WHEREAS**, the transfer of approximately 130,000 of these calls have caused occasional delays in response and exacerbated injury to our citizens; and

**WHEREAS**, SCOG, through recommendations of the Governance Board and review of the GeoComm Study, did approve the following Countywide 9-1-1 Dispatch Center Plan:

Establish one Public Safety Answering Point (PSAP) in Stark County which would be located at 626 30<sup>th</sup> Street NW, Canton, Ohio. All subdivisions in Stark County can be serviced by this one PSAP.

Establish two locations for which all 9-1-1 calls, both land line and wireless, will be received and dispatched. One location would be the Canton Communication Center because it is the hub for the county radio system and the other location would be the Stark County Sheriff's Dispatch Center because it has an existing connection to the Canton Communication Center. The purpose of the two sites is to provide an appropriate means of redundancy. If one site would go down for any reason the other site would still be operational.

Secure leases from both the City of Canton and the Stark County Commissioners for both locations. Each lease would be for 99 years at \$1.00 a year.

Progress to "Next Generation 9-1-1 Technology" (VoIP-Voice over Internet Platform) for both the call taking and dispatching functions. This would include bridging our present 4.1 radio platform to a new, Project 25, 7X platform. This platform will be the future for state interoperability.

Purchase new MCC 7500 IP Consoles which would incorporate the new 7x technology.

Purchase new software for both Computer Aided Dispatching (CAD) and Records Management (RMS). This software will allow dispatchers to view all emergency responders in all of Stark County and the software will create an appropriate response running order. It will also maintain records of all emergency responses in the county and will interface with each agency so they can obtain those records.

Establish training procedures and policy for all dispatchers working at the Dispatch Center. The Police and Fire Training Sub-Committee of the Governance Board was established to define these procedures and policies.

This plan will continue to be a work in progress but it is a starting point for us to move forward, and;

**WHEREAS**, the overall annual costs to operate the ten dispatch centers and one call center in the county is over six million dollars in local tax money; and

**WHEREAS**, the new Countywide 9-1-1 Dispatch Center will initially reduce these annual costs by approximately 2.2 million dollars while significantly improving the service level and virtually eliminating all 9-1-1 call transfers; and

**WHEREAS**, it is the goal of the Countywide 9-1-1 Dispatch Center to collaborate with the 38 government entities in Stark County to create one dispatch center for the entire County, and;

**WHEREAS**, the attached User Fee Schedule is an example of how users who are part of this Countywide 9-1-1 Dispatch Center would be charged for the purpose of paying the annual operating costs of this Center; and

**Now Therefore, be it Resolved** that ( government entity ) being apprised of the Countywide 9-1-1 Dispatch Center Plan does hereby declare its support of said Plan, in principle. This support of the Plan does not operate as a financial commitment, it being understood that such a commitment is dependent on approval of a final funding model and agency-specific fee proposals which must be separately approved.

PASSED:

\_\_\_\_\_  
President of Council

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

OR (Townships)

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Fiscal Officer

County Entity	Population	Unit Cost	User Fee	Current Expense	Police Dispatch	Fire Dispatch	Police Provider	Fire Provider	EMS Provider	Savings
Sheriff	111,454	7	\$780,178	\$854,007	Sheriff		Sheriff			\$73,829
Alliance	22,416	10	\$224,160	\$469,173	Alliance	Alliance	Alliance	Alliance	Private	\$245,013
Beach City	1,096	10	\$10,960	\$20,954	Red Ctr	Red Ctr	Beach Ct	Beach Ct	Beach Ct	\$9,994
Brewster	2,313	10	\$23,130	\$46,067	Red Ctr	Red Ctr	Brewster	Brewster	Brewster	\$22,937
Canal Fulton	5,023	10	\$50,230	\$64,997	Red Ctr	CenComm	Canal Ful	Canal Ful	Canal Ful	\$14,767
East Canton	1,602	10	\$16,020	\$10,176	Louisville	Louisville	East C	Osnaburg	Osnaburg	(\$5,844)
East Sparta	775	10	\$7,750	\$19,533	CenComm	CenComm	Magnolia	East Sp	Tri-Div	\$11,783
Hartville	2,553	10	\$25,530	\$50,454	Sheriff	CenComm	Hartville	Hartville	Hartville	\$24,924
Hills & Dales	263	10	\$2,630	\$2,477	Red Ctr	Jackson	Hill Dale	Jackson	Jackson	(\$153)
Limaville	183	3	\$549	\$0	Sheriff	Red Ctr	Sheriff	Lexington	Lexington	(\$549)
Louisville	9,459	10	\$94,590	\$293,901	Louisville	Louisville	Louisville	Louisville	Louisville	\$199,311
Magnolia	607	10	\$6,070	\$23,725	CenComm	CenComm	Magnolia	Magnolia	Quad EMS	\$17,655
Massillon	32,613	10	\$326,130	\$482,737	Red Ctr	Red Ctr	Massillon	Massillon	Massillon	\$156,607
Myers Lake	556	3	\$1,668	\$0	Sheriff	CenComm	Sheriff	Canton Tw	Canton Tw	(\$1,668)
Minerva	1,985	10	\$19,850	\$250,000	Minerva	Minerva	Minerva	Minerva	Bartley	\$230,150
Navarre	1,896	10	\$18,960	\$30,106	Red Ctr	Red Ctr	Navarre	Navarre	Navarre	\$11,146
North Canton	16,925	10	\$169,250	\$481,996	N. Canton	N. Canton	No. Cant	No. Cant	No. Cant	\$312,746
Waynesburg	969	10	\$9,690	\$17,719	Red Ctr	CenComm	Waynesb	Waynesb	Quad EMS	\$8,029
Wilmont	338	10	\$3,380	\$9,945	Red Ctr	Red Ctr	Wilmont	Wilmont	Wilmont	\$6,565
Bethlehem	3,987	3	\$11,961	\$14,967	Sheriff	Red Ctr	Sheriff	Beth.	Beth.	\$3,006
Canton City	78,362	10	\$783,620	\$1,265,109	Canton	Canton	Canton Ct	Canton Ct	Canton Ct	\$481,489
Canton Twp.	13,020	3	\$39,060	\$79,868	Sheriff	CenComm	Sheriff	Canton Tw	Canton Tw	\$40,808
Jackson Twp.	40,402	10	\$404,020	\$588,170	Red Ctr	Red Ctr	Jackson	Jackson	Jackson	\$184,150
Lake Twp.	23,272	3	\$69,816	\$107,532	Sheriff	CenComm	Uniontown	Hartville	Hartville	\$37,716
Lawrence Twp.	8,468	10	\$84,680	\$98,563	Red Ctr	Red Ctr	Lawrence	Lawrence	Lawrence	\$13,883
Lexington Twp.	5,480	3	\$16,440	\$12,373	Sheriff	Red Ctr	Sheriff	Lexington	Lexington	(\$4,067)
Marlboro Twp.	4,699	10	\$46,990	\$55,009	Red Ctr	CenComm	Marlboro	Marlboro	Marlboro	\$8,019
Nimishillen Twp.	9,138	3	\$27,414	\$56,016	CenComm	CenComm	Sheriff	Nim	Nim	\$28,602
Osnaburg Twp.	4,562	3	\$13,686	\$8,700	Louisville	Louisville	Sheriff	Osnaburg	Osnaburg	(\$4,986)
Paris Twp.	4,236	3	\$12,708	\$0	Sheriff	CenComm	Sheriff	Minerva	Bartley	(\$12,708)
Perry Twp.	28,109	10	\$281,090	\$325,807	Perry	CenComm	Perry	Perry	Perry	\$44,717
Pike Twp.	3,568	3	\$10,704	\$12,121	Sheriff	CenComm	Sheriff	East Sp	Tri-Div	\$1,417
Plain Twp.	33,744	3	\$101,232	\$240,000	Sheriff	Plain Twp	Sheriff	Plain Twp	Plain Twp	\$138,768
Sandy Twp.	2,241	10	\$22,410	\$11,617	CenComm	CenComm	Magnolia	Sandy Twp	Quad EMS	(\$10,793)
Sugar Creek Twp	3,275	3	\$9,825	\$0	Sheriff	Red Ctr	Sheriff	Wil/BC/Bw	Wil/BC/Bw	(\$9,825)
Tuscarawas Twp.	6,125	3	\$18,375	\$24,516	Sheriff	CenComm	Sheriff	NL/Dal/Bw	NL/Dal/Bw	\$6,141
Washington Twp.	4,954	3	\$14,862	\$8,904	Sheriff	Louisville	Sheriff	Wash. Twp	Wash. Twp	(\$5,958)
Robertsville	172	3	\$516	\$6,426	Sheriff	CenComm	Sheriff	Robertsv	Robertsv	\$5,910
<b>Totals</b>	<b>379,386</b>		<b>\$3,760,134</b>	<b>\$6,043,665</b>						<b>\$2,283,531</b>

Potential savings based on raw comparisons, could be more or less depending on each political subdivisions situation.

5.2 million dollars minus 625,000.00 tax levy revenue and 800,000.00 wireless 9-1-1 annual revenue = 3,775,000.00  
3,775,000.00 divide by 380,000 County population = 10.00

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 3043

Ordinance No. 4-10

Passed \_\_\_\_\_, 20\_\_\_\_

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 use 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 notes 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.

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John Grogan, Mayor

ATTEST:

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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.

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Tammy Marthey, Clerk of Council

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc. Form No. 80045

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

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#### 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 \_\_\_\_\_

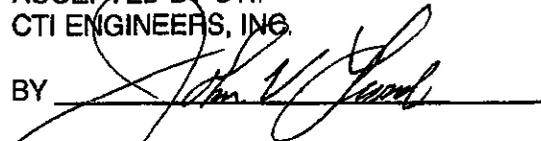
NAME \_\_\_\_\_

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 <u>increase</u> 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	<u>\$ 319,953.55</u>	<u>240</u>
Net <u>change</u> by this Change Order	<u>+ 12,930.80</u>	<u>240</u>
Current contract including this Change Order	<u>\$ 332,884.35</u>	<u>240</u>

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

Recommended by: *D. J. Kooty*  
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 ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30413

Ordinance No. 5-10

Passed \_\_\_\_\_

20\_\_\_\_

UNDER SUSPENSION  
OF THE RULES

AN ORDINANCE ESTABLISHING  
RATES OF PAY FOR THE CANAL  
BOAT OPERATIONS, AND  
DECLARING AN EMERGENCY.

WHEREAS, the Canal Fulton City Council has established rates of pay for seasonal part-time employees, and

WHEREAS, this shall be effective upon passage.

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

Section 1: Rates of pay of part-time employees shall be established as follows:

**HOURLY RATE**

	<u>YEAR 1</u>	<u>YEAR 2</u>
Canal Boat Crew	\$ 7.63	\$8.01
Canal Boat Captains (2)	\$ 9.35	

Section 2: This Ordinance 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 upon passage, wherefore, this Ordinance 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 Ordinance 5-10, duly 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

# RECORD OF RESOLUTIONS

Dayton Legal Block, Inc. Form No. 20045

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

# Agreement

Stark County Commissioners

With City of Canal Fulton

Dated \_\_\_\_\_

Journal  
File  
Canal Fulton  
RPC/Lynn Carlone

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

# 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.

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 use 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 notes 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 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.

CITY OF CANAL FULTON, OHIO

ORDINANCE NO. 6-10

INTRODUCED BY \_\_\_\_\_

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.

WHEREAS, American Legal Publishing has completed its annual updating and revision of the Codified Ordinances of the City; and

WHEREAS, various ordinances and a resolution of a general and permanent nature that have been passed by Council since the date of the last updating and revision of the Codified Ordinances (September 1, 2009) have been included in the Codified Ordinances of the City; and

WHEREAS, certain changes were made in the Codified Ordinances to bring City law into conformity with State law;

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

Section 1. The editing, arrangement and numbering or renumbering of the following ordinances or resolutions are hereby approved as parts of the various component codes of the Codified Ordinances of the City, so as to conform to the classification and numbering system of the Codified Ordinances:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
27-09	10-6-09	109.01
29-09	12-1-09	141.30
31-09	10-20-09	1178.02, 1178.06
36-09	12-15-09	907.01 to 907.10
37-09	12-15-09	1180.01 to 1180.13
38-09	12-15-09	505.11
Res. 1-10	1-5-10	111.03

Section 2. The following sections are or contain new matter in the Codified Ordinances and are hereby approved, adopted and enacted:

331.38, 333.01, 333.03, 335.01, 335.07, 335.072, 335.09, 335.15, 337.02 to 337.06, 337.08, 337.10 to 337.17, 337.19, 337.20, 337.21, 337.22, 337.24, 337.26 to 337.29, 375.06, 501.99, 525.01, 525.03, 525.05, 529.05, 529.07, 533.06, 533.07, 537.02, 537.03, 537.051, 537.14, 537.15, 541.05, 549.04, 549.07

Section 3. All ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provision of the new matter adopted in Section 2 of this ordinance are hereby repealed as of the effective date of this ordinance, except as follows:

- (a) The enactment of the 2010 Replacement Pages for the Codified Ordinances shall not be construed to affect a right or liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or an action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision, nor to affect an indictment or prosecution therefor. For such purposes, any legislative provision shall continue in full force notwithstanding its repeal for the purpose of revision and codification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to January 1, 2010.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations 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 Ohio R.C. 121.22.

Section 5. Pursuant to Ohio R.C. 731.23 and 731.25, the Clerk of Council shall post a notice of the enactment of this ordinance, containing the title of this ordinance, together with a summary of the new matter contained in the 2010 Replacement Pages hereby approved, adopted and enacted, a copy of which Summary is attached hereto as Exhibit A.

Section 6. This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to have an up-to-date codification of the laws of the City, one which is consistent with current State law, where and as required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City, ensure law and order and avoid practical and legal entanglements; therefore this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

EXHIBIT A

SUMMARY OF NEW MATTER  
CONTAINED IN THE 2010 REPLACEMENT PAGES  
FOR THE  
CODIFIED ORDINANCES OF CANAL FULTON, OHIO

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New matter in the Codified Ordinances of Canal Fulton, Ohio, as contained in the 2010 Replacement Pages therefor, includes legislation regarding:

<u>Section</u>	<u>New or amended matter regarding:</u>
331.38	Stopping for school bus; discharging children.
333.01	Driving or physical control of vehicle while under the influence of alcohol or drugs; implied consent.
333.03	Maximum speed limits; assured clear distance ahead.
335.01	Operating motor vehicle without valid license.
335.07	Driving under suspension or license restriction.
335.072	Driving under financial responsibility law suspension or cancellation.
335.09	Display of license plates; registration; obstructions.
335.15	Removal of vehicles after accidents.
337.02	Lighted lights; measurement of distances and heights.
337.03	Headlights on motor vehicles and motorcycles.
337.04	Tail light; illumination of rear license plate.
337.05	Rear red reflectors.
337.06	Safety lighting on commercial vehicles.
337.08	Red light or red flag on extended loads.
337.10	Lights on slow-moving vehicles; emblem required; lights and reflectors on multi-wheel agricultural tractors or farm machinery.
337.11	Spotlight and auxiliary lights.
337.12	Cowl, fender and back-up lights.
337.13	Display of lighted lights.
337.14	Use of headlight beams.
337.15	Lights of less intensity on slow-moving vehicles,
337.16	Number of lights; limitations on flashing, oscillating or rotating lights.
337.17	Focus and aim of headlights.
337.19	Horn, siren and theft alarm signal.
337.20	Muffler; muffler cutout; excessive smoke, gas or noise.
337.21	Rear-view mirror; clear view to front, both sides and rear.
337.22	Windshield and windshield wiper; sign or poster thereon.
337.24	Motor vehicle stop lights.
337.26	Child restraint system usage.
337.27	Drivers and passengers required to wear seat belts.
337.28	Tinted glass; materials on glass.

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<u>Section</u>	<u>New or amended matter regarding:</u>
337.29	Bumpers.
375.06	Registration of vehicles.
501.99	Penalties for misdemeanors.
525.01	Falsification.
525.03	Impersonation of peace officer.
525.05	Failure to report a crime or death.
529.05	Permit required.
529.07	Open container prohibited.
533.06	Voyeurism.
533.07	Public indecency.
537.02	Vehicular homicide and manslaughter.
537.03	Assault.
537.051	Menacing by stalking.
537.14	Domestic violence.
537.15	Temporary protection order.
541.05	Criminal trespass.
549.04	Improperly handling firearms in a motor vehicle.
549.07	Underage purchase of firearm or handgun.

### RECORD OF RESOLUTIONS

Drafton Legal Bank, Inc. Form No. 32145

Resolution No. 31-10 Passed \_\_\_\_\_, 20\_\_\_\_

**UNDER SUSPENSION  
OF THE RULES**

**A RESOLUTION BY THE COUNCIL OF THE  
CITY OF CANAL FULTON, OHIO TO  
ENTER INTO A CONTRACT WITH ADAMS  
SIGNS FOR CONSTRUCTION OF THE  
SAFETY CENTER SIGN AND DECLARING  
AN EMERGENCY.**

WHEREAS, the City of Canal Fulton has sought bids from various contractors for the construction of a sign for the Safety Center, and

WHEREAS, the lowest and best bid was submitted by Adams Signs.

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

**SECTION 1:** The City of Canal Fulton agrees to enter into a contract with Adams Signs for construction of a sign for the Eugene M. Fellmeth Safety Center in the amount of \$18,978.00 pursuant to attached Exhibit "A".

**SECTION 2:** This Resolution is hereby determined to be an emergency measure, the immediate passage of which is necessary for the preservation of the public peace, health, safety, and welfare of the City of Canal Fulton, such emergency arising from the need to expedite the project wherefore this Resolution shall take effect and be in full force immediately upon its passage.

\_\_\_\_\_  
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"

# Adams Signs

1100 Industrial Ave SW/PO Box 347/Massillon, Oh 44648  
330-832-9844/Fax: 330-832-6999

# QUOTE

<b>Bill to:</b> City of Canal Fulton Attn: Mark Cozy Canal Fulton, OH	<b>Ship To:</b> Same
--	-------------------------

Phone #	Sales Rep	Ship Via	Terms	Date
330-685-1716	Rick Cain	Install	50%-At Closing	4-6-10

PROVIDE LABOR AND MATERIALS TO FABRICATE THE FOLLOWING:

Item #

- 1) Provide electrical service to sign.
- 2) Erect masonry structure.
- 3) Manufacture and install one 3' x 6'9" double face illuminated header sign mounted on brick structure per drawing.
- 4) Manufacture and install one 1'9" x 6'9" footer sign.
- 5) Manufacture and install one 16 x 96 double face electronic LED message display on brick structure with the following features:

- A) Pixel Matrix: 16 pixels high x 96 pixels long
- B) Pixel Pitch: 20mm
- C) Size: 1'9" x 6'9"
- D) Color: Amber
- E) Lines of Copy: Two
- F) Characters per Line: 19
- G) Character Height: 6" to 13"
- H) Time & Temperature: Included
- I) Communication: Wireless
- J) Graphic Capability: Text, Logos, Basic Animation, Multiple Fonts & Styles

Total: \$18,978.00

**NOTE: PRICE VALID FOR 14 DAYS, DOES NOT INCLUDE SALES TAX, THE PRICE OF PERMIT OR PROCUREMENT THEREOF WHERE APPLICABLE.**  
 The standard manufacture time is 4-6 weeks. This time begins when we have the following items: signed and dated approved drawing from the customer, signed and dated approved quote. A deposit, the date we received the check. Approved permits (unless the customer sends a signed statement indicating they will pay for the sign regardless of the permitting outcome. Only when we have the above items will the 4-6 week time frame begin.

**ADDITIONAL TERMS AND CONDITIONS:**  
 1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Adams Signs shall not be responsible for errors in plans, designs, specifications or drawings furnished by or approved by the Purchaser or for defects caused thereby. Revisions to work in progress will be charged as necessary. **INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS OR WEATHER CONDITIONS OR OTHER UNFAVORABLE CONDITIONS ARE ENCOUNTERED.** In Adams Signs is not responsible for any damage to underground utilities, or other damages incurred, owner takes responsibility and agrees to indemnify Adams Signs of any such claims. 1b Connection will be made if electric is within 3' of sign. 2. Payment for items purchased under the terms of this contract will be made on receipt of invoice submitted. In the event that payment is not made as agreed the Purchaser agrees to pay a service charge on past due amounts from the time they are due at the rate of 1.5% per month. In the event this contract is placed for collection by suit or through Probate or Bankruptcy Court, reasonable attorney's fees shall be added. 3. All applicable sales tax payable under the laws of the state into which the property is delivered or installed mentioned herein shall be added to the price quoted, unless such tax is paid directly by the Purchaser. 4. Adams Signs will not be responsible for delays in shipment caused by delays created by suppliers or transportation services due to any other circumstances beyond its control. 5. Title to all materials and property covered by this contract shall remain in Adams Signs and shall not be implied to constitute a part of the realty to which it may be attached until the purchase price is paid in full. Adams Signs is given an express mortgage lien upon said materials and properties both installed and uninstalled notwithstanding the manner in which such personal property shall be affixed or attached to the realty. In the event of default for any reason by the Purchaser including but not limited to payment of any amounts due, Adams Signs may (and without process of law) take possession of and remove all and what it sees fit and whatever found, all materials used or included in the use of construction of said equipment and any and all property called for in this contract without being guilty of trespass. 6. Jurisdiction and Venue for any legal actions arising out of this contract shall be in and of Stark County, Ohio. 7. It is agreed that this contract shall adhere to the laws of the State of Ohio. 8. When this contract is signed by a duly authorized person of such party, all provisions contained on page 1 herein become integral parts of this contract and there shall be no other arrangements or understandings. If any, incorporated herein by reference. 9. The signature below represents a business and personal guarantee of payment.

ACCEPTED: \_\_\_\_\_ ADAMS SIGNS: \_\_\_\_\_  
 BY: \_\_\_\_\_ DOWN PAYMENT OF \$ \_\_\_\_\_  
 DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**PURCHASE ORDER**

**BILL TO:**



**City of Canal Fulton**

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

PO. NUMBER

RG006061

PO. DATE

05/06/10

DEPARTMENT

PARK/RECREATION

CREATED BY

VENDOR NO.

02267

DELIVER TO:

CANAL FULTON PARKS  
 155 EAST MARKET ST  
 CANAL FULTON, OH 44614

VENDOR:

BSN SPORTS COLLEGIATE PACIFIC  
 P.O. BOX 7726  
 DALLAS, TEXAS 75209

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

FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
331.510.5730	\$2,836.17

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		INCREASE QTY TO 4 GOOSENECK BASKETBALL COURT RIM ASSEMBLY.		\$1,418.09 \$1,418.08
ITEM IS A FIXED ASSET			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	TOTAL: \$2,836.17

**CIRCLE IF APPLICABLE:** Now and then PO 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 (\$ 2836.17) 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 PARKS Fund(s), and there is no outstanding obligation or certification now outstanding.

*[Signature]*

5-6-10  
Date

City Manager

Date

Finance Director

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

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: RG006064  
 PO. DATE: 05/12/10  
 DEPARTMENT: SEWER  
 CREATED BY:  
 VENDOR NO. 02265

DELIVER TO:

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

VENDOR:

BONTRAGER EXCAVATING LTD  
 11087 CLEVELAND AVENUE N.W.  
 UNIONTOWN, OHIO 44685

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
351.330.5410	\$14,760.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		INSTALL 140 FT. 8 IN. SDR35 SANITARY SEWER MAIN WITH MAN HOLE @ COLONIAL AND PAULI STREET , HOOK UP SEWER LINE ETC. SEE ATTACHED SPEC SHEET FOR DETAILS		\$14,760.00
ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$14,760.00

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 (\$ 14,760.00 ) 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 General Fund(s), free from any obligation or certification now outstanding.

*[Signature]*  
 Date: 5-12-10

Finance Director

City Manager

Date

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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: **RG006070**  
 PO. DATE: **05/12/10**  
 DEPARTMENT: **FIRE/EMS**  
 CREATED BY:  
 VENDOR NO. **01460**

DELIVER TO:

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

VENDOR:

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

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
391.210.5860	\$30,000.00
391.210.5870	\$30,325.00
391.210.5880	\$30,000.00
391.210.5890	\$28,800.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		INTEREST ANN PRINCIPAL ON FIRE STATION BOND SERIES 2006-1 AND 2006-2 BOND EXPIRES ON 12-01-2025		\$119,125.00
		ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	TOTAL:	\$119,125.00

**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 (\$ 119,125 ) 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 FIRE Fund(s).  
 I am free from any obligation or certification now outstanding.

*[Signature]*  
 Date: 5/12/10

Finance Director

City Manager

Date

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

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

P.O. NUMBER

RG006072

P.O. DATE

05/14/10

DEPARTMENT

PARK/RECREATION

CREATED BY

VENDOR NO.

00877

DELIVER TO:

CANAL FULTON PARKS  
 155 EAST MARKET ST  
 CANAL FULTON, OH 44614

VENDOR:

SOUTHWAY FENCE CO  
 5156 SOUTHWAY ST SW  
 CANTON, OH 44706

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
331.510.5730	\$2,800.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		MATERIAL AND LABOR TO INSTALL 4 BASKETBALL HOOPS AND BURN OFF EXISTING HOOPS... POSTS SET IN CONCRETE FOOTER		\$2,800.00
ITEM IS A FIXED ASSET			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>TOTAL:</b>				<b>\$2,800.00</b>

**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 (\$ 2,800 ) 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 Reserve Fund(s), free from any obligation or certification now outstanding.

*[Signature]* Date 5-14-10

Finance Director

Date

City Manager

Date

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

**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

P.O. NUMBER: **RG006075**  
 P.O. DATE: **05/12/10**  
 DEPARTMENT: **ENGINEERING**  
 CREATED BY:  
 VENDOR NO. **00485**

**DELIVER TO:**

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

**VENDOR:**

CTI ENVIRONMENTAL, INC.  
 ONE CASCADE PLAZA SUITE 1420  
 AKRON, OHIO 44308

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
101.160.5360	\$45,000.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		2010 BLANKET FOR ADMIN ENGINEERING		\$45,000.00
ITEM IS A FIXED ASSET    Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			<b>TOTAL:</b>	\$45,000.00

**CIRCLE IF APPLICABLE:** Now and then PO. 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 (\$ 45,000 ) 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 ADMIN Fund(s), free from any obligation or certification now outstanding.

Finance Director: [Signature] Date: 5-12-10  
 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: **RG006077**  
 PO. DATE: **05/12/10**  
 DEPARTMENT: **MAYOR.ADMIN**  
 CREATED BY:  
 VENDOR NO.:

DELIVER TO:

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

ACCOUNT NUMBER	AMOUNT
391.120.5720	\$18,978.00

VENDOR:

ADAMS SIGNS  
 1100 INDUSTRIAL AVE SW  
 P.O. BOX 347  
 MASSILLON, OHIO 44648

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		LED MESSAGE SIGN, INSTALLED AT SAFETY CENTER LOCATION, INCLUDES ELECTRICAL AND MASONRY WORK AND MATERIALS. SEE SPEC SHEET		\$18,978.00
TOTAL:				\$18,978.00

ITEM IS A FIXED ASSET Yes  No

**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 (\$ 18,978 ) 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 1000000 Fund(s).  
 I am free from any obligation or certification now outstanding.

*Scott M. Frank* 5/12/10  
 Date

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

P.O. NUMBER: **RG006080**  
 P.O. DATE: **05/14/10**  
 DEPARTMENT: **STREET**  
 CREATED BY:  
 VENDOR NO. **01698**

DELIVER TO:

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

VENDOR:

CENTRAL ALLIED ENTERPRISES  
 P.O. BOX 80449  
 CANTON, OHIO 44708-0449

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.  
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FEDERAL ID #34-6000498

ACCOUNT NUMBER	AMOUNT
206.360.5630	\$8,441.00

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		MILL OUT 2" OF ASPHALT 275 FT. X 12 FT. APPLY TACK INSTALL OVERLAY....		\$8,441.00
ITEM IS A FIXED ASSET Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			TOTAL:	\$8,441.00

**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 (\$ 8441.00 ) 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 Street Fund(s).  
 I am free from any obligation or certification now outstanding.

*[Signature]*  
 Date 5/14/10

Finance Director

City Manager

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

Date  
**INVOICE**

Check.	Date.....	Vendor Name.....	Amount.....	
040320	04-27-2010	00112 JOHN BARABASCH	500.00	INVESTIGATION EXPENSES
040321	05-03-2010	00102 U. S. POSTMASTER	463.80	UTILITY POSTAGE
040322	05-03-2010	02044 MARY ANN HIGGINS	250.00	PARKS PETTY CASH FUND
040323	05-04-2010	00399 SBC AMERITECH	1984.26	PHONE
040324	05-04-2010	02185 American safety & health inc.	150.00	SAFETY TRAINING UTILITY-STREET
040325	05-04-2010	01150 BAIR'S, INC.	140.57	REPAIRS MOWER
040326	05-04-2010	01715 BELFORD JOHNSON	33.06	REIMB.
040327	05-04-2010	00384 BONDED CHEMICALS INC.	1003.10	WATER
040328	05-04-2010	00071 CITY OF MASSILLON	6300.00	PROSECUTORS CONTRACT 3 MONTHS
040329	05-04-2010	00141 COPECO, INC.	302.00	COPIER LEASE
040330	05-04-2010	01596 CROWN HEATING AND COOLING	662.10	FIRE STA. REPAIRS
040331	05-04-2010	00225 DOC'S LAWN & GARDEN	73.41	MOWER REPAIRS
040332	05-04-2010	01998 FARRELL SERVICES INC.	45.00	BUSINESS CARDS FIRE
040333	05-04-2010	00039 FINLEY FIRE EQUIPMENT	62.99	FIRE DEPT SUPPLIES
040334	05-04-2010	00514 FULTON HARDWARE INC	584.67	ALL DEPTS
040335	05-04-2010	00081 GRASSMASTER INC	63.00	PARKS SPRAY
040336	05-04-2010	00112 JOHN BARABASCH	29.99	REIMB OFFICE SUPPLIES
040337	05-04-2010	00401 LOGIC	3943.08	DISPATCH POLICE
040338	05-04-2010	01511 MARK COZY	10.00	REIMB.
040339	05-04-2010	00304 MITCHELL COMMUNICATIONS, INC.	293.45	RADIO REPAIR
040340	05-04-2010	02084 NIMISHILLEN TWP. FIRE DEPT.	1850.17	DISPATCH FIRE
040341	05-04-2010	00566 OHIO BILLING, INC.	420.00	EMS BILLING SERVICE
040342	05-04-2010	02256 PRECISION LASER AND INST. INC.	221.85	SEWER REPAIR INSTRUMENT
040343	05-04-2010	00679 REPUBLIC WASTE SERVICES #870	439.37	TRASH HAULING ALL DEPTS
040344	05-04-2010	00399 SBC AMERITECH	555.40	PHONE
040345	05-04-2010	01684 SHAMROCK GEAR AND REPAIR	223.00	REPAIR CLEAN FIRE EQUIP.
040346	05-04-2010	02259 THE WOOD GUY	450.00	REMOVE TREE WATER DEPT
040347	05-04-2010	01854 UNIFIRST CORPORATION	108.00	RUGS
040348	05-04-2010	01891 UNIFIRST CORPORATION UNIFORM	193.64	UNIFORM
040349	05-04-2010	01665 WATCHGUARD INC.	92.00	POLICE DVD BLANKS
040350	05-06-2010	02264 TRI C CONCRETE & EXCAVATING	6100.00	CURB REPAIRS
040351	05-07-2010	00102 U. S. POSTMASTER	44.00	POSTAGE UTILITY
040352	05-07-2010	00399 SBC AMERITECH	210.34	PHONE
040353	05-07-2010	00499 CARTER LUMBER	71.35	STREET CEMENT
040354	05-07-2010	02260 COMPMANAGEMENT INC/ BOGG CHUNG	75.00	CONFERENCE TAMMY
040355	05-07-2010	01703 DAWSON INSURANCE CO.	243.00	ADD ON PREMIUM
040356	05-07-2010	00452 ICMA	545.00	MEMBERSHIP CITY MGR. ASSOC.
040357	05-07-2010	01511 MARK COZY	16.00	REIMB
040358	05-07-2010	01742 MET LIFE INSURANCE CO.	1726.92	DENTAL
040359	05-07-2010	02243 PLASTIC WELDING AND REPAIR INC	175.00	PARKS SWINGSET REPAIRS
040360	05-07-2010	02153 QUASAR SCHMACK	715.89	SEWER FEES DUMPING
040361	05-07-2010	00399 SBC AMERITECH		
040362	05-07-2010	00399 SBC AMERITECH	311.31	PHONE
040363	05-07-2010	01672 TAMMY MARTHEY	10.00	REIMB.
040364	05-07-2010	01537 TRACTOR SUPPLY CO.	99.99	TOOL BOX SEWER
040365	05-10-2010	00399 SBC AMERITECH	763.72	PHONE
040366	05-10-2010	02261 CANTON CITY POLICE DEPT.	178.88	FEE FOR CALL SUPPORT
040367	05-10-2010	01778 CARR'S OFFICE EQUIPMENT REPAIR	390.00	MAINTENANCE SERVICE CALL
040368	05-10-2010	00030 D & R SUPPLY, INC.	1969.58	ASPHALT
040369	05-10-2010	00526 DONAMARC WATER SYSTEMS COMPANY	22.00	WATER
040370	05-10-2010	02244 ELAINE WEITZEL	80.00	CLEANING
040371	05-10-2010	00756 EMERGENCY MEDICAL PRODUCTS INC	388.27	EMS SUPPLIES
040372	05-10-2010	00436 GEORGE WAIKEM FORD INC	209.25	POLICE PARTS
040373	05-10-2010	00081 GRASSMASTER INC	180.00	TREAT PARK
040374	05-10-2010	01651 H.D. WATERWORKS SUPPLY	55.55	WATER SUPPLIES

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

040375	05-10-2010	00986 JOHN HATFIELD	400.00	CONTRACT PARKING LOT
040376	05-10-2010	01424 MILLER AND CO.	149.75	PORTA POTS PARK
040377	05-10-2010	00231 MILLIPORE	458.17	SEWER LAB AMPULES
040378	05-10-2010	02262 OH. CITY COUNTY MGT. ASSOC.	35.00	CONF. FEE
040379	05-10-2010	00498 QUILL CORPORATION	19.32	OFFICE SUPPLIES
040380	05-10-2010	00630 REAM & HAAGER LABORATORY INC	210.00	WATER TESTS
040381	05-10-2010	00109 RUPP CONSTRUCTION, INC.	217.86	ASPHALT
040382	05-10-2010	00542 SAM'S CLUB	18.40	CLEANING SUPPLIES
040383	05-10-2010	00399 SBC AMERITECH	31.86	PHONE
040384	05-10-2010	02263 SHARON CENTER VETERINARY HOSP.	386.00	SHOTS AND TEETH CARE
040385	05-10-2010	00170 STARK CO. POLICE CHIEFS ASSOC.	36.00	MEMBERSHIP
040386	05-10-2010	00918 TREASURER, STATE OF OHIO	150.00	VOLUNTEER FIRE DEPT FUND
040387	05-10-2010	00404 TRINER OIL CO.	978.63	DIESEL
040388	05-10-2010	00129 WORKMAN'S AUTO PARTS	501.46	ALL DEPTS
040389	05-10-2010	00458 ZIEGLER TIRE	947.20	POLICE DEPT TIRES
040390	05-10-2010	01782 OFFICE MAX; HSBC BUSINESS	349.95	FIRE DEPT. CHAIRS
040391	05-11-2010	09000 KATELYN HONGDIEM LE	151.91	TAX REFUND

\*\*\*

\$ 40,860.13