

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

February 4, 2014

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **REPORTS OF STANDING COMMITTEES**
5. **CITIZENS' COMMENTS – AGENDA MATTERS
(Five Minutes per Individual – No Yield)**
6. **CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS**
 - January 21, 2014 - Draft
7. **REPORTS OF ADMINISTRATIVE OFFICERS**
 - o Senior Citizens
 - o Community Service
 - o Fire Chief
 - o Police Chief
 - o Engineer/Streets/Public Utilities - Report
 - o Finance Director
 - o City Manager - Report
 - o Report of Mayor
 - HPC and Planning Commission Appt
 - o Parks & Recreation Board
 - o Law Director
8. **THIRD READINGS**

Ordinance 1-14: An Ordinance by the Council of the City of Canal Fulton, Ohio for Final Acceptance of Canal Place
9. **SECOND READINGS**

Resolution 1-14: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street Sanitary Sewer and Waterline Extension and Declaring an Emergency.
10. **FIRST READINGS**

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

Ordinance 3-14: An Ordinance for the Distribution of Water Revenues, and Declaring and Emergency

Ordinance 4-14: An Ordinance Providing for the Distribution of Sewer Revenues, and Declaring and Emergency
- Resolution 2-14:** A Resolution by the Council of the City of Canal Fulton, Ohio, to enter into an Agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to Provide Municipal Ordinance Representation for Indigent Defendants and Declaring and Emergency
11. **P.O.s**

P.O. 9113: To Stark County Soil and Water Conservation District in the amount of \$3,500.00 for the OEPA NPDES Permit, Provide Services Required Through MCM #4 and MCM #5 of the Storm Water Permit.
12. **BILLS** - None
13. **OLD/NEW/OTHER BUSINESS**
14. **REPORT OF PRESIDENT PRO TEMPORE**
15. **REPORT OF SPECIAL COMMITTEES**
16. **CITIZENS COMMENTS – Open Discussion (Five Minute Rule)**
17. **ADJOURNMENT**

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

January 21, 2014

CALL TO ORDER

The meeting was called to order by Mayor Richard Harbaugh at 7:00pm.

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor/Council Members Present: Richard Harbaugh, Linda Zahirsky, Scott Svab, Danny Losch, Sean Craney, Sue Mayberry and Nellie Cihon.

Others Present: City Manager Mark Cozy, Council Clerk Teresa Dolan, Service Director Dan Mayberry, Finance Director William Rouse, Police Chief Doug Swartz, Fire Chief Ray Durkee.

Others Present: Chell Rossi, Jim Deans, Earl Minks, Tiffany Craney, Joan Porter, George Bogner, Jeremiah Kincaid, Joey Ball, Dilon Harper, Tyler Fialko, Nick Quinn, Beth Novelli, Cindy Oneal, Kyle Oneal, Colin Danlan, Jared Marsh, Scott Marsh, Ian Eichorn, Tom Fialko

REPORTS OF STANDING COMMITTEES

Scott Svab reported on the Committee on Committees which met prior to the Council meeting. The Committees are as follows:

Finance Committee: Sue Mayberry, Scott Svab, Linda Zahirsky, Danny Losch
Economic Development Committee: Danny Losch, Sean Craney, Sue Mayberry, Scott Svab
Personnel/Rules Committee: Nellie Cihon, Scott Svab, Sean Craney, Linda Zahirsky
Safety Committee: Nellie Cihon, Danny Losch, Sean Craney, Linda Zahirsky
Public Service Committee: Nellie Cihon, Sean Craney, Sue Mayberry, Scott Svab

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

None

CORRECTING & ADOPTING THE RECORD OF PROCEEDINGS

December 17, 2013

A motion was made to approve the December 17, 2013 minutes by Scott Svab, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

January 14, 2014

A motion was made to approve the January 14, 2014 minutes by Linda Zahirsky, second by Nellie Cihon. Sue Mayberry asked that changes be made to page one to change the last sentence where it said he didn't thing – should be think. On page three, fourth paragraph down, Sue Mayberry stated that in regards to the leaf vac issue, there should be "in the file" instead of ending the sentence after issue. On page five, under Old/New Other Business, Charter Rule 25 should be Council Rule 25. All Council Members voted yes. Motion approved.

REPORTS OF ADMINISTRATIVE OFFICERS

Senior Citizens – No Report

Community Service - No Report

Fire Chief - Fire Chief Ray Durkee distributed a monthly report and a report with all response numbers from the year. The Fire Department has been promoting Knox Boxes on their Facebook Page. With Lawrence Township they have been promoting the reflective address signs which are available from both departments. The training center has been utilized and our department recently hosted the County Hazmat Team.

Mark Cozy asked if the department installed the reflective signs. Chief Durkee said they would if a resident had a hardship.

Police Chief – Police Chief Doug Swartz extended the department's sympathies to the Mayor on the passing of his wife, and also, the Fire Chief and Councilman Danny Losch on the passing of their fathers.

Chief Swartz said that the Boy Scouts from Jackson Township were in attendance at tonight's meeting and wanted to extend an invitation for a K9 demonstration.

Chief Swartz commended Officer Rob Stetka on a recent accident/crash involving a person who fled the scene. Officer Stetka was able to follow the tracks of the suspect in the snow and make the arrest.

Engineer/Streets/Public Utilities – Service Director Dan Mayberry stated that the department has had only a few complaints in regards to snow removal. The department has responded to two water main breaks, both were not serious. Council commended the street department on their job on keeping the streets clean.

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

January 21, 2014

Finance Director – Finance Director William Rouse included December reports in the packet. Mr. Rouse stated that the year-end closing is done. W2s should be printed in the next few days. Mr. Rouse stated that he had proposed reallocation of the utility funds and how fees were distributed among the debt service funds, the capital funds, and the operating funds in order to direct more of those fee collections toward the operating funds. He said he had built the budget under that assumption that the reallocation would be looked at.

A motion was made to have a Finance Committee meeting on January 28, 2014 at 6:00pm to discuss the reallocation of funds in regards to utility fees, second by Danny Losch. All Council Members vote yes, motion approved.

Mr. Rouse stated that December financial reports were included. He wanted to point out the December Bill Listing. The high amount is not cash out of our bank it is the requirement when we have an OPWC grant for a project. When they make a payment to a vendor, in this case it was about \$550,000 to Northstar Asphalt on our behalf; we have to record revenue and then an offsetting expense for the same amount, so that the payment is recognized.

Mr. Svab asked what the breakdown was on income tax on our split. Is it 50/25/25 being twenty five percent comes out of water and sewer when we are doing wages for income tax. Mr. Rouse said he thought it was charged entirely to one department.

A motion as made to accept the December Financials by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

City Manager – City Manager Mark Cozy included a report with the packet. Mr. Cozy stated that he brought a guideline on selection of the steering committee for the police department consolidation study. Along with that he had an outline of the actual project.

The YMCA study meeting is being held on Thursday, January 23, 2014 at the Safety Center training room at 4:00pm.

Mr. Cozy stated that he did forward a copy of the Minerva Hotel Study to Ceres Enterprises to see if they wanted to look it over to see if they had recommendations and if they wanted to proceed with any kind of study.

Mrs. Zahirsky said she had glanced through it and did not see much of a recommendation. Usually there is an executive summary like the YMCA study had.

Mr. Cozy asked for an executive session to discuss the proposals for the teamster's contract.

Report of Mayor - HPC and Planning Commission Appointments will be handled at the next meeting.

Parks & Recreation Board - No Report

Law Director – Law Director Scott Fellmeth recommended changes to the Executive Session form to add the exception from the Sunshine Laws to consider confidential information related to an applicant for economic development assistance.

THIRD READINGS

Resolution 29-13: A Resolution by the Council of the City of Canal Fulton, Ohio to enter into a Supplemental Sewer Service Agreement with Stark County, Ohio.

A motion was made to approve Resolution 29-13 by Linda Zahirsky, second by Nellie Cihon. All Council Members voted yes. Motion approved.

Resolution 30-13: A Resolution by the Council of the City of Canal Fulton to enter into an Amended Agreement with CTI Engineers, Inc. to Provide Professional Services for the Locust/Portage Street Resurfacing/Rehabilitation Improvements.

A motion was made to approve Resolution 30-13 by Linda Zahirsky, second by Sue Mayberry.

Sean Craney asked what the other firm was involved in this project. Mr. Mayberry said not in the resurfacing, just the intersection.

Scott Svab said he was surprised it took them this long to have an amendment after the whole project was done since late summer. The original scope was set and there was additional work involved. Now they are asking us for more money. Mr. Svab said he found it strange and thought if we owed them money they would be on this quicker.

Mark Cozy said he did not have an answer and the Engineer is not here to answer the question. Mr. Mayberry stated that he knew there was additional engineering added on. He could not specifically remember what that was, but it was after the fact that additional engineering was requested. Mr. Cozy said it was one of those issues when we bid on the project, bids came in low so we added the difference between Millfield and the Senior Center. Our actual costs will be significantly less because of reimbursement from OPWC.

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

January 21, 2014

All Council Members voted yes. Motion approved.

Ordinance 33-13: An Ordinance Establishing Ticket Prices for St, Helena Boat Rides for Operations Commencing in 2014 and Repealing any Ordinance in Conflict Therewith.

A motion was made to approve Ordinance 33-13 by Nellie Cihon, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

SECOND READINGS

Ordinance 1-14: An Ordinance by the Council of the City of Canal Fulton, Ohio for Final Acceptance of Canal Place

FIRST READINGS

Resolution 1:14: A Resolution by the Council of the City of Canal Fulton, Ohio to Enter into an Agreement with CTI Engineers, Inc. to Provide Professional Engineering Services for the Locust Street Sanitary Sewer and Waterline Extension and Declaring an Emergency.

Mr. Cozy asked Council to hold on to this legislation and do a reading tonight. We are still waiting on signatures on the project from property owners.

P.O.s

P.O. 9070: to Auditor of State in the amount of \$27,000.00 for 2013 Financial Audit

A motion was made to approve P.O. 9070 by Linda Zahirsky, second by Sean Craney. All Council Members voted yes. Motion approved.

P.O. 9071: to Auditor of State in the amount of \$10,000.00 for GAAP Conversion: Local Government Services Division

A motion was made to approve P.O. 9071 by Scott Svab, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 9072: to Bonded Chemicals in the amount of \$7,500.00 for Fresh Water Treatment Chemicals

A motion was made to approve P.O. 9072 by Sean Craney, second by Nellie Cihon. All Council Members voted yes. Motion approved.

P.O. 9073: to John Hatfield in the amount of \$3,600.00 for Lease of Hatfield Parking Lot

A motion was made to approve P.O. 9073 by Scott Svab, second by Sue Mayberry. All Council Members voted yes. Motion approved.

P.O. 9074: to CTI Engineers, Inc. in the amount of \$31,000.00 for Cherry/Locust Intersection Project

A motion was made to approve P.O. 9074 by Nellie Cihon, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

P.O. 9075: to Stark Regional Planning in the amount of \$4,200.00 for Zoning Update

A motion was made to approve P.O. 9075 by Sean Craney, second by Scott Svab. All Council Members voted yes. Motion approved.

P.O. 9076: to CTI Engineering in the amount of \$25,000.00 for General Engineering Services

A motion was made to approve P.O. 9076 by Sue Mayberry, second by Linda Zahirsky. All Council Members voted yes. Motion approved.

P.O. 9077: to Graydian in the amount of \$5,500.00 for Creation and Implementation of Website.

A motion was made by to approve 9077 by Danny Losch, second by Nellie Cihon.

Mr. Svab asked how the firm was selected. Mrs. Dolan said she had worked with them previously. They have done municipality websites. Government sites usually cost between \$13-\$26,000.00. Mrs. Dolan said she did bring a packet on what Graydian planned on doing with the City's website if anyone was interested. They are a local firm and the website will be updated by us. That is going to save the City money in the long run. Future updates can be made, such as meter readings. Surveys will also be able to be done in house. Implementation of payments for events will also be included.

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

January 21, 2014

Mr. Losch ~~said~~ he wanted to fully support this because it would give us the flexibility to launch us out to new possibilities. Participation is the key. Mr. Svab said more interaction is good.

All Council Members voted yes. Motion approved.

BILLS - December \$1,235,765.35

A motion was made to approve the December Bills by Sue Mayberry, second by Linda Zahirsky. All Council members voted yes. Motion approved.

OLD/NEW/OTHER BUSINESS

Mrs. Zahirsky stated that the Volunteer Fire Department appointments need to be made. Nellie Cihon and Scott Svab volunteered to do that.

A motion was made by Linda Zahirsky to nominate Nellie Cihon and Scott Svab to serve as the Volunteer Fire Department Appointments, second by Sean Craney. All Council Members voted yes. Motion approved.

Mrs. Zahirsky said at the last meeting a question was brought up as to why we vote the way that we vote. The roll call vote is done and each one votes individually. Our Charter required that we have a roll call vote, which is why we do it by name for each person that is a Council Member.

Mr. Svab expressed sincere condolences to the Mayor on the passing of his wife. Mr. Svab stated that he wanted to make a voice motion vote to raise the City Flag half-staff until next Monday. Mrs. Mayberry did research and saw there was no conflict with rules.

A motion was made to fly the City Flag at half-staff until next Monday, January 20, 2014, second by Nellie Cihon. All Council members voted yes. Motion approved.

The Mayor thanked Council for the gesture.

Sean Craney asked about making a motion on the YMCA Study and the location of the YMCA at the Puffenberger site. Mrs. Zahirsky stated she would like to wait after the YMCA Study meeting.

REPORT OF PRESIDENT PRO TEMPORE

No Report. Mr. Svab recognized the Boy Scouts for coming to the meeting. The Scouts stated that they were in attendance for their Citizenship in the Community Merit Badge.

REPORT OF SPECIAL COMMITTEES

A motion was made to have a Safety Committee Meeting on February 18, 2014 at 6:00pm to select a Chair, and discuss the Police Department Consolidation Study by Danny Losch, second by Nellie Cihon. All Council Members voted yes. Motion approved.

CITIZENS COMMENTS – Open Discussion (Five Minute Rule)

James Deans – 426 Heritage.

Mr. Deans reported that Olde Canal Days planning has started. The festival will have a few changes this year and should be a great show. It will be held July 10-12th, 2014. There will be six bands.

A motion was made to go into Executive Session at 7:45pm to for the purpose of consideration of preparing for, conducting or reviewing negotiations or bargaining sessions with public employees by Linda Zahirsky, second by Scott Svab. All Council Members voted yes. Motion approved.

A motion was made to return to public session at 8:15pm by Linda Zahirsky, second by Danny Losch. All Council Members voted yes. Motion approved.

ADJOURNMENT

The meeting was adjourned at 8:18pm.

MEMO

To: Mayor and Council

From: Daniel P Mayberry

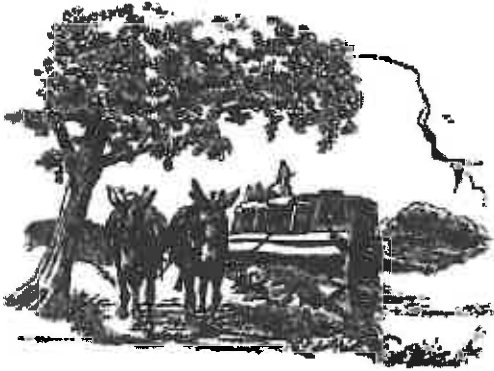
Subject: Service Directors Report, February 4, 2014

P.O. 9074- Concerning this prior approved purchase order at the January 21, 2014 Council Meeting and the ensuing discussion on need of a Local Public Agency (Canal Fulton) to provide a Professional Engineer to oversee the proposed Locust Cherry Street Intersection Improvement Project design. With funds for this project provided through Federal-aid administered through the Federal Highway Administration I offer the following attached information from the Ohio Department of Transportation.

- The LPA must have designated a Person in Responsible Charge to act as authority for all ODOT delegated responsibilities and project approvals.
- The LPA shall have sufficient expertise and capability to perform and or supervise the design, environmental, PS & E, and construction administration phases of the project.
- Projects must be administered by a Professional Engineer or Architect, as applicable, registered in the State of Ohio who is either on staff as a public employee or contracted through a qualified engineering firm and designated as the LPA Project Engineer.
- Projects must be administered in accordance with ODOT's Locally Administered Transportation Projects Manual of Procedures.

In summary in order for the City to be qualified to act as LPA we must have someone qualified in responsible charge. There would be no better qualified person than the City Engineer or his designate.

Wooster Street Water Main Break- Utility Staff was notified of a water main break on Wooster Street Wednesday January 29. The four inch main was repaired the following morning with no loss of service to the customers on Wooster. This water main line is included in the Water Department 5 Year Plan for replacement.



City of Canal Fulton

155 East Market Street, Canal Fulton, Ohio 44614
(330) 854-2225, Ext. 119 - Fax (330) 854-6913
Email: citymgr@cityofcanalfulton-oh.gov

From the Office of the City Manager

City Manager's Report for February 4, 2014

1. Police Study: We had to cancel the meeting that was scheduled for last week and it has yet to be re-scheduled. Both City and Township chiefs need to meet with EDDS to go over what info they will need to provide them in order to begin moving on the study. It would be good for at least one council person to sit in. If a Safety Committee chair is assigned by then, that person should attend if available. One Trustee will also be there.

A steering committee needs to be selected. EDDS recommends that the committee be comprised of each community's police chief and one police officer, one city council member, one township trustee and three at-large members from each community.

2. YMCA/FourSquare Study: The Canal Fulton Area YMCA Board met with representatives from FourSquare Research and the YMCA of Central Stark to go over the study results and begin charting the course for building a YMCA in Canal Fulton. Several City Council members were in attendance. Many questions were answered and there is much more to be done before we can begin any serious fundraising.

One thing that needs to be done is identify the location of the Canal Fulton YMCA. Since the Puffenberger property was the number one site chosen in the study, council will need to decide if they are agreeable to having the future YMCA built there. We should also then update the park master plan to incorporate the YMCA on that site.

3. Locust Street Water & Sewer Project: I received a signed petition from Tim McCully to go along with the petitions I have from Don Schalmo. I spoke with Sean Vandenberg and he has assured me that he will have a majority back to us next week.

4. Teamsters Contract: I hope to have a signed agreement for Council's review by the Council meeting.

5. Hotel Study: I forwarded a copy of Minerva's Hotel Market Feasibility Study to Ceres Development. Dave Crisafi emailed me to let me know that they would also like to be involved. He plans to visit Canal Fulton again in March.

6. Road Salt Purchasing: The Stark Engineer is no longer bidding for salt and will begin purchasing through the Ohio Dept. of Transportation. Our service director and streets supt. recommend that we do the same. I have an agreement that needs to be approved by council. This could go to committee before being approved by council. We can discuss it at the council meeting.

RECORD OF ORDINANCES

Ordinance No.

1:14

Passed

20

AN ORDINANCE BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO FOR FINAL ACCEPTANCE OF CANAL PLACE.

WHEREAS, Streets and Public Utilities for Canal Place have been found by the City Engineer to have been constructed in accordance with the drawings, specifications and design standards in effect, and to be in good repair, and

WHEREAS, the City Engineer is recommending Final Acceptance of the development known as Canal Place, and

WHEREAS, the City Engineer has determined that said subdivision is suitable for acceptance and maintenance by the City.

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

Section 1: Canal Place is hereby accepted for dedication for public use and maintenance.

Section 2: The performance bond for the construction of the remaining sidewalk shall remain in place pending completion.

Section 3: Any remaining performance bond and maintenance bond EXCEPT the Sidewalk Bond shall be released to the developer.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Ordinance ___14, duly adopted by the Council of the City of Canal Fulton, on the date of ____, 2014, 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 ____, 2014.

Teresa Dolan, Clerk-of-Council

SEF/bp



CTI Engineers, Inc.
220 Market Avenue South
Suite 750
Canton, Ohio 44702
Phone 330.455.7733
Fax 330.313.2282
www.ctiengr.com

MEMORANDUM

TO: Mark Cozy, City Manager
Daniel P. Mayberry, Director of Public and Utilities Services
William A Dorman, P.E., City Engineer

FROM: David Kohlmeier, P.E. *D.K.*

DATE: January 8, 2014

RE: **Canal Place - Final Acceptance / Performance Bond Release**
City of Canal Fulton, Ohio
CTI Project No. E14001

All final inspections of the above referenced subdivision have been completed by this office along with city personnel. The sidewalk within this development is not complete as several lots remain vacant.

As long as the Performance Guarantee (bond or escrow account) remains in place for the remaining sidewalk, we are recommending this development for final acceptance by the City. Any remaining performance bond and maintenance bonds (other than the sidewalk bond) can be released by the City of Canal Fulton to the developer.

If you have any questions or need additional information please contact me at 1-330-455-7733.

cc City Law Director

RECORD OF RESOLUTIONS

Deputy Legal Clerk, Inc. Form No. 30042

Resolution No. _____

1:14

Passed _____

, 20 _____

**UNDER SUSPENSION
OF THE RULES**

**A RESOLUTION BY THE COUNCIL
OF THE CITY OF CANAL FULTON,
OHIO TO ENTER INTO AN AGREEMENT
WITH CTI ENGINEERS, INC. TO
PROVIDE PROFESSIONAL
ENGINEERING SERVICES FOR
THE LOCUST STREET SANITARY
SEWER AND WATERLINE EXTENSION
AND DECLARING AN EMERGENCY.**

WHEREAS, The City of Canal Fulton has sought a revised proposal for the Locust Street Sanitary Sewer and Waterline Extension, and

WHEREAS, CTI Engineers, Inc. has submitted a proposal acceptable to the City to provide professional engineering services for the design and plan preparation for this project.

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

SECTION 1: The City of Canal Fulton, Ohio agrees to enter into a contract with CTI Engineers, Inc. to provide professional engineering services for the design and plan preparation of the Locust Street Sanitary Sewer and Waterline Extension pursuant to proposal attached as Exhibit "A" and incorporated by reference herein.

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.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle

RECORD OF RESOLUTIONS

Dayton Legal Bank, Inc. Form No. 33845

Resolution No. _____

Passed _____

, 20____

Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2014.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this ____ day of _____ 2014, 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., One Cascade Plaza, Suite 710, Akron, Ohio 44308 (hereinafter referred to as CTI).

Whereas, the CLIENT desires to engage CTI to perform certain professional services in connection with the Locust Street Sanitary Sewer and Waterline Extensions Design (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 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 120 percent of salary costs plus 110 percent of direct non-salary expenses. The total fee will not exceed Fifty Eight Thousand One hundred Dollars (\$58,100.00) 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 120 percent of salary costs 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.
7. CTI shall complete the services under this contract within one-hundred twenty (120) days of authorization.

Unless otherwise stipulated in writing, CTI is authorized to begin work on the project upon authorization from the CLIENT.

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.

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

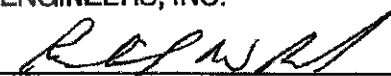
BY _____

NAME _____

TITLE _____

DATE _____

ACCEPTED BY CTI:
CTI ENGINEERS, INC.

BY  _____

NAME Richard W. Reed, P.E.

TITLE Vice President

DATE 1-13-14

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 insurance coverage available at the time of settlement or judgement. 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.
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.
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 or the CLIENT to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CTI or the CLIENT 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

This scope describes the professional engineering services of design and plan preparation for extensions of the sanitary sewer and waterline on Locust Street. The project starts on the north side of Locust St., approximately 500 feet east of Etheridge Blvd., crosses to the south side of Locust St., and extends easterly to the corporation limit for a total project length of approximately 3,700 feet of sanitary sewer and waterline.

A. Design Phase Services of CTI Engineers, Inc. (CTI)

1. Perform survey of topography and property for the project, for a length of approximately 200 feet on the north side and 3,600 feet on the south side of the street for the sanitary sewer and waterline extensions.
2. Perform subsurface geotechnical investigation (5 soil borings at 25' deep average at intervals of 900 feet) and testing as required to determine the characteristics of the subgrade soil relative to the design of the proposed sanitary sewer and water line. Traffic maintenance for the drilling is included in this proposal.
3. Perform preliminary engineering to determine the proposed sanitary sewer profile.
4. Prepare construction drawings for approximately 3,700 linear feet of sanitary sewer and waterline construction along the above-described route, with sanitary sewer laterals and water service lines. The design will also accommodate known future extensions into land fronting on the project.
5. Develop typical sections for the sewer and water trenches, including surface restoration.
6. Plans will be prepared on 22" x 34" sheets showing both the plan view at 1"= 50' scale and a profile view at 1"= 5' vertical scale. The improvement drawing sheets will also include a Title Sheet, Survey Sheet, General Notes, Details, Cross-sections for the area of grading over deep sewer, and Storm Water Pollution Prevention Plan.
7. Prepare easement documents consisting of easement form, legal description, and sketch for each of thirteen (13) parcels along the project route, for the granting of a twenty-five foot (25') wide easement along the south right-of-way line for the purpose of grading and sanitary sewer.
8. The State of Ohio Department of Transportation (ODOT) Location and Design (L&D) Manuals, Construction and Material Specifications (C&MS), and standard details will be used on the project.
9. Prepare technical specifications or plan notes for any items not covered by ODOT C&MS.

10. Prepare and submit to the Ohio EPA a Notice-of-Intent (NOI) application for storm water discharge permit, along with the Storm Water Pollution Prevention Plan.
11. Prepare and submit to the Ohio EPA a Permit-to-Install (PTI) application for each of the sanitary sewer and waterline extensions.
12. Prepare an opinion of the probable cost of construction and a Bid Sheet for the project.
13. Prepare a Project Manual consisting of the Bid Sheet, General and Supplemental Conditions and Technical Specifications. Miscellaneous contract documents and prevailing wages, etc. to be provided by the City.

B. Responsibilities of City of Canal Fulton (CLIENT)

1. Provide all criteria and full information as to its requirements for the project.
2. Upon identification by CTI and approval by the CLIENT of the necessity and scope of information required, furnish CTI all data, reports, surveys, and other materials required for this project, except those included in CTI's Scope of Services.
3. Provide access to the project site and make all provisions for CTI to enter upon public and private lands as required for CTI to perform its services under this Agreement.
4. Give prompt written notice to CTI whenever the CLIENT observes or otherwise becomes aware of any defect in the project.
5. Furnish to CTI, prior to execution of this Agreement, a copy of any design and construction standards the CLIENT shall require CTI to follow in performing its services under this Agreement.
6. Provide payment for plan review, or other fees required by the Ohio EPA, or other reviewing agencies.

C. Additional Services

The following services are not included in the above Scope of Services, but are available to the CLIENT from CTI as additional services subject to additional compensation:

1. Wetlands delineations or determinations or other permits that may be required by the Army Corps of Engineers or other regulating agencies.
2. Easement negotiation and/or acquisition.
3. Services during bidding and construction.
4. Assistance with calculation of special assessments.

2-14

An Ordinance Amending Ordinance 31-13, and Providing for Changes to Previously Authorized But Not Yet Executed Transfers.

WHEREAS, the 2013 ending unencumbered fund balance in the General Fund exceeded original projections, and the City would like to increase the funding in the Reserve Fund, and

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

Section 1: In order to increase transfers previously authorized in Ordinance 31-13, as the City's 2014 Appropriation Ordinance, Council authorizes a \$25,000 increase in the transfer from the General Fund to the Reserve Fund:

<u>Expense Account</u>	<u>Account Description</u>	<u>Appropriation Changes</u>
101.190.5950	Transfer/Reserve #800	\$ 25,000.00

Section 2: This Ordinance shall take effect and be in full force and effect from and after the earliest period allowed by law.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof as five of the most public places and in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers, each for a period of fifteen days, commencing on the ____ day of _____, 2014.

Teresa Dolan, Clerk of Council

3-14

An Ordinance Providing for the Distribution of
Water Revenues, and Declaring an Emergency.

WHEREAS, Section 921.03 (b) of the Codified Ordinances provides for the distribution of receipts from the sale of water among the Water Operating, Water Debt Service, and Water Capital Projects Funds, and

WHEREAS, Section 921.03 (c) of the Codified Ordinances mandates that the distribution of water revenues be based on the anticipated annual expenditures in each fund, and that said distribution be annually established by Ordinance.

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

Section 1: Receipts from the sale of water by the City of Canal Fulton during fiscal year 2014 shall be distributed by the Finance Director as follows:

1. Water Operating Fund (Fund 541): Seventy percent (70%).
2. Water Debt Service Fund (Fund 441): Fourteen percent (14%).
3. Water Capital Projects Fund (Fund 341): Sixteen percent (16%).

Section 2: This Ordinance shall be applied retroactively to January 1st, 2014, for the fiscal year 2014.

Section 3: 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 from the need to provide adequate revenues for the management and operation of the Canal Fulton Water Department, and for the further reason of providing funding for the payment of water system debt and expenses related to water system improvements, wherefore this Ordinance shall take effect and be in full force immediately upon its passage.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution ____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof as five of the most public places and in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers, each for a period of fifteen days, commencing on the ____ day of _____, 2014.

Teresa Dolan, Clerk of Council

4-14

An Ordinance Providing for the Distribution of Sewer Revenues, and Declaring an Emergency.

WHEREAS, Section 933.06 (b) of the Codified Ordinances provides for the distribution of sewer user charges among the Sewer Operating, Sewer Debt Service, and Sewer Capital Projects Funds, and

WHEREAS, Section 933.06 (c) of the Codified Ordinances mandates that the distribution of sewer revenues be based on the anticipated annual expenditures in each fund, and that said distribution be annually established by Ordinance.

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

Section 1: Sewer charges by the City of Canal Fulton during fiscal year 2014 shall be distributed by the Finance Director as follows:

- 1. Sewer Operating Fund (Fund 551): Ninety-four percent (94%).
- 2. Sewer Debt Service Fund (Fund 451): Six percent (6%).
- 3. Sewer Capital Projects Fund (Fund 351): Zero percent (0%).

Section 2: This Ordinance shall be applied retroactively to January 1st, 2014, for the fiscal year 2014.

Section 3: 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 from the need to provide adequate revenues for the management and operation of the Canal Fulton Sewer Department, and for the further reason of providing funding for the payment of sewer system debt and expenses related to sewer system improvements, wherefore this Ordinance shall take effect and be in full force immediately upon its passage.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk of Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-14, duly adopted by the Council of the City of Canal Fulton, on the date of _____, 2014, and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof as five of the most public places and in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers, each for a period of fifteen days, commencing on the _____ day of _____, 2014.

Teresa Dolan, Clerk of Council

RECORD OF RESOLUTIONS

Dayton Legal Desk, Inc., Form No. 80048
Resolution No. 7-14

Passed _____

20____

**UNDER SUSPENSION
OF THE RULES**

A RESOLUTION BY THE COUNCIL OF THE CITY OF CANAL FULTON, OHIO, TO ENTER INTO AN AGREEMENT WITH THE STARK COUNTY PUBLIC DEFENDER COMMISSION AND THE OHIO PUBLIC DEFENDER COMMISSION TO PROVIDE MUNICIPAL ORDINANCE REPRESENTATION FOR INDIGENT DEFENDANTS AND DECLARING AN EMERGENCY.

WHEREAS, The City of Canal Fulton has sought a proposal for Municipal Ordinance Representation for Indigent Defendants, and

WHEREAS, The Stark County Public Defender Commission and the Ohio Public Defender Commission has submitted a proposal acceptable to the City to provide the professional legal services needed to accomplish this.

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 an agreement with the Stark County Public Defender Commission and the Ohio Public Defender Commission to provide professional legal services for Indigent Defendants pursuant to Section 3 of the Contract for Municipal Ordinance Representation commencing January 1, 2014 and terminating December 31, 2014, pursuant to contract attached hereto as Exhibit "A" and incorporated by reference herein.

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 expiration of the current contract on December 31, 2013, wherefore this Resolution shall take effect and be in full force immediately upon its passage.

Richard Harbaugh, Mayor

ATTEST:

Teresa Dolan, Clerk-of-Council

I, Teresa Dolan, Clerk-of-Council of the City of Canal Fulton, Ohio, do hereby certify that this is a true and correct copy of Resolution _____-14 duly adopted by the Council of the City of Canal Fulton, on the date of _____.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 80042

Resolution No. _____

Passed _____

20____

2014 and that publication of the foregoing Resolution was duly made by posting true and correct copies thereof at five of the most public places in said corporation as determined by Council as follows: Post Office, Public Library, Giant Eagle Supermarket, Heritage Square Pharmacy, and entrances to Council Chambers each for a period of fifteen days, commencing on the _____ day of _____, 2014.

Teresa Dolan, Clerk-of-Council

SEF/bp

EXHIBIT "A"**CONTRACT FOR MUNICIPAL ORDINANCE REPRESENTATION**

This Agreement is entered into by the Stark County Public Defender Commission (the "COMMISSION"), and the City of Canal Fulton, Ohio (the "CITY").

WHEREAS, CITY recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with loss of liberty offenses in Municipal Court; and

WHEREAS, CITY in furtherance of the execution of its legal responsibilities desires that the legal services of the Public Defender Office be delivered to CITY'S indigent citizens and others so situated;

NOW, THEREFORE, the parties do mutually agree to bind themselves as follows:

1. **Scope of Work**

COMMISSION shall, in a satisfactory and proper manner, under the terms and conditions contained herein, perform the services set out in the "Work Plan" as follows:

Work Plan

COMMISSION shall provide Public Defenders to be available in the Canal Fulton Municipal Court to represent indigents charged under City Ordinances, thus allowing CITY continuing representation in conformance with Chapter 120 of the Ohio Revised Code. It is understood by both parties that the representation presently provided to indigents charged under the Ohio Revised Code will be continued by COMMISSION and is in no way affected by this Agreement.

2. **Compensation**

CITY shall pay to COMMISSION compensation for representation by COMMISSION on City ordinance jailable offenses as follows:

A. For purposes of this Agreement, a "case" is defined as follows:

- (i) one or a series of related traffic or criminal charges which are assigned the same case number; or
- (ii) one or a series of related traffic or criminal charges which are assigned separate case numbers; or
- (iii) one or a series of unrelated traffic or criminal charges which are assigned separate case numbers which are administratively processed together for ease of disposition (However, a current arrest where there are outstanding warrants on separate unresolved and unrelated charges constitute separate cases if the offense is tried to a verdict to the court or to a jury.)

B. In any case where the principal offense or count one constitutes a City

ordinance jailable offense, CITY shall pay COMMISSION a fee of \$195.00 for representation in the case, regardless of the manner of disposition of the case.

- C. In any case where the principal offense or count one is charged under State statute with additional or secondary offenses charged as a City ordinance jailable offense or offenses, CITY shall pay COMMISSION a fee of \$195.00 for representation, provided that the City ordinance jailable offense(s) are tried to a verdict to the Court or to a jury. (In other words, no compensation shall be paid for such cases which are disposed of by pleas.)
- D. In any case where the principal offense is charged as a felony or felonies, with additional lesser included or associated or unassociated City ordinance jailable offenses, CITY shall pay COMMISSION a fee of \$195.00 for representation on the City ordinance jailable offense(s), provided that one of the following applies:
- (i) The case(s) are bound over to the Stark County Grand Jury and the City ordinance offense(s) are returned to the Canal Fulton Municipal Court; or
 - (ii) The Canal Fulton Municipal Court retains jurisdiction of the City ordinance offense(s) apart from the felony case or cases which are bound over to the Stark County Grand Jury and a further appearance is required by the COMMISSION on behalf of Defendant.
- E. The Stark County Public Defender shall be entitled to a single fee for any one case, regardless of the number of separate offenses contained therein. No additional fee shall be paid if the Defendant fails to appear and is arrested requiring subsequent Court appearances. The fee of \$195.00 encompasses all work required to provide representation, including pre-trial and post-trial work in the Municipal Court.
- F. This amount whether by contractual amount or fee schedule does not exceed the fee schedule in effect and adopted by the Stark County Commissioners.

COMMISSION will bill CITY four (4) times per year (March 21, June 30, September 30, and December 31) for the amount of City ordinance cases assigned to COMMISSION. In the event that CITY fails to make full payment within thirty (30) days after receipt of invoice, then interest shall accrue at the rate of ten percent (10%) (per annum). The interest shall accrue beginning with the first day after the thirty (30) day period and be calculated on any unpaid balance until full payment is received. The formula for computation of any interest shall be as follows:

Total amount due X 10% : 365 = N x number of late days.

3. Term of Service

The duration of this contract shall be for the period commencing January 1, 2014 and shall terminate December 31, 2014 with an option to renew this contract for a period of one (1) year, commencing January 1, 2015 and terminating December 31, 2015.

4. Assignment

COMMISSION shall not assign all or any part of this Agreement without the prior written consent of CITY, which consent shall not be unreasonably withheld.

5. Termination of Agreement

If either party shall fail to fulfill in reasonable, timely or proper manner, its obligations under this Agreement, or if either party should substantially violate any of the covenants, agreements or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the party violating this Agreement of such termination and specifying an effective date thereof of at least sixty (60) days before the effective date of said termination. However, notwithstanding the above clause, COMMISSION shall have the separate and additional right to discontinue the service provided by COMMISSION under this contract, without notice, if payment of a quarterly invoice is not received within thirty (30) days of invoice. The decision to suspend or continue service under the contract upon non-payment of an invoice with thirty (30) days is discretionary with COMMISSION. The suspension or continuation of services by COMMISSION shall have no effect upon the obligation of payment of an invoice or the calculation of interest as set forth elsewhere in this contract. (If service is suspended, it shall be provided again when payment plus interest is received.)

6. Amendments

Any amendments to this Agreement agreed upon by the parties shall be in writing and made a part of this Agreement.

7. Anti-Discrimination Provision

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply to, but not be limited to, employment, promotion or transfer, recruitment or recruitment advertising, layoffs or termination, raises of pay or other forms of compensations, and selections of training. COMMISSION shall insert a similar provision in any sub-contract for services covered by this Agreement.

8. Conflict of interest

COMMISSION covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No resident commissioner shall share in any part of this contract or any benefits to arise here from.

9. **Re-Negotiation of Agreement**

Upon a thirty (30) day written notice either party may re-negotiate this agreement for good cause.

10. **Determination of Indigency**

The Standards of Indigency and other rules and standards as established by the Ohio Public Defender Commission and the State Public Defender shall be used in determining an individual's indigent status and the appointment of the services of the Public Defender shall be in conformity with those standards.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Canal Fulton, Ohio, this ____ day of _____, 20__.

WITNESSES

**STARK COUNTY PUBLIC DEFENDER
COMMISSION**

BY: _____

CITY OF CANAL FULTON, OHIO

BY: _____

**OHIO PUBLIC DEFENDER
COMMISSION**

BY: _____

APPROVED AS TO FORM:



BILL TO:

City of Canal Fulton

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

PURCHASE ORDER

P.O. NUMBER: RG009113
P.O. DATE: 01/30/14
DEPARTMENT: MAYOR . ADMIN
CREATED BY:
VENDOR NO.: 00638

DELIVER TO:

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

VENDOR:

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

ACCOUNT NUMBER	AMOUNT
101.120.5496	\$3,500.00

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

FEDERAL ID # 34-6000498

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		OEPA NPDES PERMIT, PROVIDE SERVICES REQUIRED THROUGH MCM #4 AND MCM #5 OF THE STORM WATER PERMIT. THIS PURCHASE ORDER IN EXCESS OF \$3,000 WAS APPROVED BY A MOTION OF CANAL FULTON CITY COUNCIL ON _____ / _____ / _____.		\$3,500.00
TOTAL:				\$3,500.00

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

FISCAL OFFICER'S CERTIFICATE

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

Finance Director

Date

City Manager / Mayor

Date

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