

## AGENDA

### CANFIELD CITY COUNCIL

August 24 2022-5:30 P.M.

#### FRANCIS J. McLAUGHLIN MUNICIPAL BUILDING

1. Call to Order.
2. Pledge of Allegiance.
3. Roll Call: Quorum is Present - Meeting is in Session.
4. Proclamations & Presentations.
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.
10. OLD BUSINESS  
Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.
11. NEW BUSINESS  
Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total
  - A. An **Ordinance** Amending Ordinance 1973-44 Rezoning Lots 398 To 407 And Lots 410 To 419 On North Hillside Road From R-1 (Single Family Residential) To R-2 (Single Family Residential).

#### ***Description:***

As part of the Comprehensive Plan, our planning consultants examined the current zoning map of the City of Canfield and based on the feedback from the steering committee with insights from the consultants a future land use map (FLUM) was established. A FLUM's intent is to create a visual representation of desired land use patterns to guide decision-making on growth and change.

During a review of the R-1 (Single Family Residential) zoning, staff has identified a number of lots located on North Hillside Drive that are currently zoned as R-1 but do not meet the minimum standards of a R-1 zoned property. R-1 zoning requires 100 feet of lot frontage and minimum lot size of 15,000 square feet. The lots under consideration all have 80 feet or less of frontage and the average lot size is 11,692 square feet.

The Planning and Zoning Commission discussed this item at their July 14<sup>th</sup> meeting and recommended the rezoning of the lots under consideration from R-1 to R-2. The FLUM from the comprehensive plan recommends "low density residential" both R-1 and R-2 zoning classifications are considered low density residential.

This ordinance amends ordinance 1973-44 by rezoning Lots 398-407 and Lots 410 To 419 located on North Hillside Road From R-1 (Single Family Residential) To R-2 (Single Family Residential).

#### ***Action Need:***

First Reading of Ordinance and setting public hearing. Staff is recommending the public hearing to be held at 5:20pm on Wednesday, September 21, 2022.

**Attachment(s):**

Ordinance rezoning Lots 398-407, and lots 410-419 on North Hillside Drive from R-1 (Single Family Residential) to R-2 (Single Family Residential).

Recommendation Letter from Planning & Zoning (July 14<sup>th</sup>)

Future Land Use Map (FLUM) – Canfield Comprehensive Plan

General Map of Rezone

- B. An **Ordinance** Authorizing Change Order Number 1 For Kirila Contractors, Inc. (Bradford Dr. & Herbert Rd. Water Line Replacement)

**Description:**

The construction of the new waterline located on Bradford Drive required “open cut” of a number of driveways. Due to the nature of the open cuts the concrete driveway repairs to certain driveways it was recommended by the contractor and project engineer to adjust the replacement of these driveways from the original plans. The adjustments consisted of increasing the area to be replaced in order to match existing joints in the concrete and increases were made to remove broken concrete to connect and stabilize the sections of the driveway.

The total cost of the adjustments equaled an increase to the awarded contract by \$14,645.00. The authorization of this change order number 1 increased the total amount of the contract from \$484,901.50 to 499,546.50.

This ordinance authorizes Change Order Number 1 for Kirilia Contractors, Inc. for the total amount of \$14,645.00 for the adjustments to the repair of concrete driveways.

**Action Need:**

Approval of Ordinance authorizing Change Order Number 1 for Kirilia Contractors, Inc. for the total amount of \$14,645.00 for the adjustments to the repair of concrete driveways as part of the Bradford Drive Waterline Replacement project.

**Attachment(s):**

Ordinance authorizing Change Order Number 1 for Kirilia Contractors, Inc. for the total amount of \$14,645.00 for the adjustments to the repair of concrete driveways as part of the Bradford Drive Waterline Replacement project.

Kirilia Change Order #1

Email on Change Order (Howells & Baird)

Public Comments

- C. An **Ordinance** Authorizing the City Manager to Grant the Demolition of the Building at 280 Lisbon Street, Canfield, Ohio and to Declare said Ordinance an Emergency.

**Description:**

The City of Canfield has been working with Mahoning County for the consideration of demolition for condemned buildings in the City of Canfield. As part of a grant that was received from the Ohio Department of Development Services, the Mahoning County Land Bank has received funds for the demolition of properties qualifying for the program. On August 3, 2022 the Cardinal Joint Fire District (CJFD) declared the property at 280 Lisbon as a condemned building.

The property located at 280 Lisbon is one of the qualifying properties for demolition by the Mahoning County Land Bank. In order to proceed with the demolition of the building, the legislative body of the governing authority must grant the authorization for demolition.

This ordinance authorizes the City Manager to grant the demolition of the building located at 280 Lisbon Street.

**Action Need:**

Approval of ordinance authorizing the City Manager to grant the demolition of the building located at 280 Lisbon Street.

**Attachment(s):**

Ordinance authorizing the City Manager to grant the demolition of the building located at 280 Lisbon Street.

Letter from CJFD (280 Lisbon)

Property Information (280 Lisbon)

Public Comments.

- D. An **Ordinance** to Approve and Adopt the Current Replacement Pages to the Codified Ordinances.

**Description:**

During the course of the year as new ordinances are passed and current ordinances are amended, we must update our codified ordinance books as well as the online codification of our ordinances.

This item approves and adopts the replacement pages required for the updates to our codified ordinances and authorizes American Legal Publishing to prepare said updates.

**Action Need:**

Approval of Ordinance adopting the revisions, recodifications, and rearranging of codes, titles, chapters and section within the 2022 replacement pages for the codified ordinance for the City of Canfield.

**Attachment(s):**

Ordinance approving and adopting the current replacement pages to the City of Canfield Codified Ordinances.

Public Comments

- E. A **Motion** Authorizing an Amendment to the School Resource Officer Agreement with Mahoning County Career & Technical Center (MCCTC)

**Description:**

City staff has been working with MCCTC Superintendent John Zehentbauer in order to amend our current agreement to provide School Resource Officer (SRO) services. During the July 13<sup>th</sup> Council meeting Mr. Zehentbauer provided a request for an additional SRO to be allocated to the MCCTC facility located in Canfield.

The amended agreement allows for the additional SRO services to be provided to the MCCTC as requested.

This motion authorizes the amendments to the SRO Agreement with MCCTC.

**Action Need:**

Approval of motion authorizing an amendment to the School Resource Officer Agreement with Mahoning County Career & Technical Center.

**Attachment(s):**

Motion authorizing an amendment to the School Resource Officer Agreement with Mahoning County Career & Technical Center.

Amended Agreement for SRO Services (MCCTC)

Public Comments

- F. A **Motion** Amending A Contract Between the City of Canfield and the Ohio Patrolmen's Benevolent Association (Police Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) for years 2021,2022 and 2023.

**Description:**

The City of Canfield received a substantial donation for the purchase of an additional K9 Officer, additionally there has been discussions with Canfield Local Schools regarding an additional SRO as well as the additional SRO for MCCTC. As a result of these changes, the City of Canfield and the Canfield OPBA had to make amends to the current collective bargaining agreement (CBA).

The amends made to the current CBA were to increase the max number of SRO and K9 Handler classifications within the appropriate bargaining units, and to clarify the language on what positions can fill the K9 Handler classification. Additionally, the federal holiday of Juneteenth was added as the list of paid holidays.

**Action Need:**

Approval of Motion amending the contract between the City of Canfield and the Canfield OPBA for the Collective Bargaining Agreement covering years 2021-2023.

**Attachment(s):**

Motion Amending A Contract Between the City of Canfield and the Ohio Patrolmen's Benevolent Association (Police Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) for years 2021,2022 and 2023.

2022 CBA Amendments (Mark-Up Version)

2022 CBA Amendments (Clean Version)

Public Comments

- G. A **Motion** Accepting the Water and Sanitary Sewer utilities for the land development plan known as Millennial Moments, Phase 1, located within the Millennial Moments JEDD Territory.

**Description:**

As part of the Millennial Moments Joint Economic Development District (JEDD) Agreement with Canfield Township, the City of Canfield is to provide the development with water and sanitary sewer services. The developer has installed all the necessary water and sanitary sewer infrastructure to service Phase I of the planned development known as Millennial Moments.

The City of Canfield must accept the water and sanitary sewer infrastructure and all associated rights-of-way and utility easements. The acceptance of this infrastructure allows the City to assume ownership and provide all necessary operation and maintenance activities for the development.

This motion accepts the water and sanitary sewer utilities and associated rights-of-way, and utility easements for Phase One (Exhibit 1) for the land development known as Millennial Moments. This acceptance is contingent upon the developer posting a maintenance bond for an amount equal to 10% of the total costs of construction.

**Action Need:**

Approval of motion accepting the water and sanitary sewer utilities for phase 1 of the land development plan known as Millennial Moments.

**Attachment(s):**

Motion accepting the water and sanitary sewer utilities for phase 1 of the land development plan known as Millennial Moments.

Exhibit 1 – Phase 1: Millennial Moments Utilities

Public Comments

12. Council Comments.

13. Adjournment

Introduced By: \_\_\_\_\_  
First Reading: \_\_\_\_\_

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 1973-44  
REZONING LOTS 398 TO 407 AND LOTS 410 TO 419 ON  
NORTH HILLSIDE ROAD FROM R-1(SINGLE FAMILY  
RESIDENTIAL) TO R-2. (SINGLE FAMILY RESIDENTIAL)

WHEREAS, the Council of the City of Canfield, Ohio desires to rezone Lots  
398 to 407 and Lots 410 to 419 on North Hillside Road from R-1 to R-2.; and

WHEREAS, the Planning & Zoning Commission has recommended these zone  
changes to Council; and.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
CITY OF CANFIELD, OHIO:

Section 1: Situated in the City of Canfield, County of Mahoning and State of  
Ohio, North Hillside Road Lots 398 to 407 and Lots 410 to 419 from Single Family  
Residential (R-1) to Single Family Residential (R-2)

Section 2: That this Ordinance and all deliberations relating to the passage of  
this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of  
the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

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

ATTEST:

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

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby  
certify that the foregoing Ordinance was posted in a prominent place at the Municipal  
Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_  
\_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY



## City of Canfield

104 LISBON STREET  
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101  
Admin. Fax: 330-533-4415  
Finance Fax: 330-533-2668  
[www.ci.canfield.oh.us](http://www.ci.canfield.oh.us)



**DATE: JULY 14, 2022**

**TO: MEMBERS OF COUNCIL**

**FROM: MIKE COOK, SECRETARY  
PLANNING AND ZONING COMMISSION**

**SUBJECT: A RECOMMENDATION TO COUNCIL TO REZONE LOTS 398 TO 407  
AND LOTS 410 TO 419 FROM R-1 (SINGLE FAMILY RESIDENTIAL)  
TO R-2 (SINGLE FAMILY RESIDENTIAL).**

At the regular meeting of the Planning and Zoning Commission on July 14, 2022, the following motion was made:

Mr. Decapua made a motion to recommend Council Rezone lots 398 to 407 and lots 410 to 419 on N Hillside Dr. from R-1 ( Single Family Residential ) to R-2 (Single Family Residential).

The motion was seconded by Mr. Kristan.

This motion passed 3 - 0

Introduced By: \_\_\_\_\_  
First Reading: \_\_\_\_\_

**ORDINANCE**

**AN ORDINANCE AUTHORIZING CHANGE  
ORDER NUMBER 1 FOR KIRILIA CONTRACTORS, INC.  
(BRADFORD DR. & HERBERT RD WATER LINE REPLACEMENT)**

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with Kirila Contractors, Inc. On March 2, 2022 in an amount not to exceed \$484,901.50 based on a public bid; and

WHEREAS, Council desires to authorize Change Order 1.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: Change Order 1 is hereby authorized in an amount of \$14,645.00 pursuant to the Change Order request attached.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

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

ATTEST:

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

**Certification of Publication**

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit:

\_\_\_\_\_  
\_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

State of Ohio  
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

**CONTRACT CHANGE ORDER**

RECIPIENT Canfield, Ohio CHANGE ORDER NBR 1

LOAN NUMBER 9730 CONTRACT Bradford Dr. & Herbert Rd. Water Main Replacement

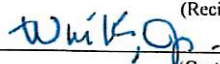
OWDA PROJECT No. \_\_\_\_\_ DATE July 19, 2022

Description of Change: \_\_\_\_\_

Additional waterline and drainage quantities were needed for project completion, see attached summary.

RECOMMENDED BY:  DATE: 7-20-22  
(Engineer)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Recipient)

ACCEPTED BY:  DATE: 07-20-22  
(Contractor)

WILLIAM KIRILA, JR.  
Kirila Contractor's Inc.

Original Contract Amount	484,901	50
Previous Changes (+/-)	0	00
This Change (+/-)	14,645	00
Adjusted Contract Amt	499,546	50

OWDA APPROVAL  
The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work

Ohio EPA Acceptance	Chief Engineer
Date	Date



## Wade Calhoun

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**From:** Jon Vollnogle <jon@howbaird.com> on behalf of Jon Vollnogle  
**Sent:** Friday, July 01, 2022 4:28 PM  
**To:** Wade Calhoun; Gerald Wilhelm; John Rapp  
**Subject:** Bradford Concrete Drive Replacement

Wade:

For Concrete Driveway replacements some adjustments have been made. Some driveway replacements were increased to have the replacements match existing joints in the concrete and some were increased to remove broken concrete to connect to stable sections.

The increase is 156 SY and the replacement additional total cost including: removal, subgrade compaction and replacement will be \$14,352.00.

Please contact me with any questions.

--

Jon D. Vollnogle, P.E., P.S.

***Howells and Baird, Inc.***

State of Ohio  
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

**CONTRACT CHANGE ORDER**

RECIPIENT Canfield, Ohio CHANGE ORDER NBR 1

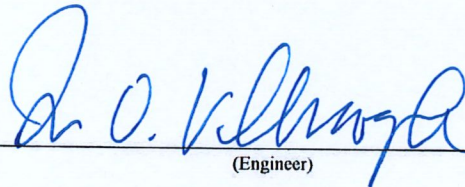
LOAN NUMBER 9730 CONTRACT Bradford Dr. & Herbert Rd. Water Main Replacement

OWDA PROJECT No. \_\_\_\_\_ DATE July 19, 2022

Description of Change:

Additional waterline and drainage quantities were needed for project completion, see attached summary.

RECOMMENDED BY:

  
(Engineer)

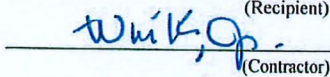
DATE: 7-20-22

APPROVED BY:

\_\_\_\_\_  
(Recipient)

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

ACCEPTED BY:

  
(Contractor)

DATE: 07-20-22

WILLIAM KIRILA, JR.  
Kirila Contractor's Inc.

Original Contract Amount	<u>484,901</u>	<u>50</u>
Previous Changes (+/-)	<u>0</u>	<u>00</u>
This Change (+/-)	<u>14,645</u>	<u>00</u>
Adjusted Contract Amt	<u>499,546</u>	<u>50</u>

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work

Ohio EPA Acceptance

Chief Engineer

Date

Date

Introduced by: \_\_\_\_\_  
First Reading: \_\_\_\_\_

**ORDINANCE**

AN ORDINANCE AUTHORIZING THE CITY MANAGER  
TO GRANT THE DEMOLITION OF THE  
BUILDING AT 280 LISBON STREET CANFIELD, OHIO AND TO  
DECLARE SAID ORDINANCE AN EMERGENCY

WHEREAS, the Mahoning County Land Bank has received funds from the State Budget through the Ohio Department of Development to demolish condemned buildings; and

WHEREAS, on August 3, 2022 the Cardinal Joint Fire District declared 280 Lisbon Street, Canfield, Ohio a condemned building.

WHEREAS, Council desires to proceed with the demolition of 280 Lisbon Street.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The City Manager is hereby authorized to grant the demolition of 280 Lisbon Street.

Section 2: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists by reason of unsafe condition of property and deadline by the Mahoning County Land Bank.

Section 3: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A. D, 2022.

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

ATTEST:

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

**Certification of Publication**

I, the undersigned Clerk of Council of the City of Canfield, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_

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

APPROVED AS TO FORM:

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MUNICIPAL ATTORNEY

# Cardinal Joint Fire District

7075 Herbert Rd. \* Canfield, Ohio 44406

Ph. 330-533-4316

[www.canfieldfire.org](http://www.canfieldfire.org)

Fax 330-533-2590

August 3, 2022

Mike Cook  
104 Lisbon St.  
Canfield, OH 44406

**Re: – Unsafe Building 280 Lisbon St.**

Dear Mr. Cook:

On 4/22/2022 an investigation was started on the property at 280 Lisbon Street in Canfield, OH, in reference to a complaint regarding a deteriorated vacant property. (Please see attached form.)

A correction notice was sent to the property owner and also the bank giving them 30 days to abate the violations. A follow-up inspection completed on 8/3/2022 showed that repairs of the violations have not been started and the building remains unsafe. Because of the extensive deterioration to the property, it is a life hazard to the community and also firefighters. The building is unsafe to inhabit and it is my recommendation that the property be deemed "condemned" and should be demolished.

Based on the inspection, the following hazards are present:

- 1) The building front door is open, which indicates a lack of security that permits unauthorized access to the building. Mattresses and bedding were found, along with other personal items, which shows evidence of people trespassing/squatting inside the property.
- 2) The condition of the building is deteriorating, with multiple holes in the roof and exterior walls. This condition could lead to building collapse, which creates a hazardous condition for firefighters.
- 3) The rear portion of the building roof has collapsed, along with the ceilings in that area.
- 4) The basement has 6 feet of water from a broken water line.
- 5) Overgrown vegetation creates a hazardous condition for firefighters and could result in fire spread and growth.

If you have any questions, please contact me at 330-727-7699 or [mrarick@cardinaljointfire.com](mailto:mrarick@cardinaljointfire.com).

Sincerely,



Matt Rarick  
Deputy Chief

MDR/sml



## Cardinal Joint Fire District

Occupancy: **Vacant**  
Occupancy ID: **740**  
Address: **280 Lisbon**  
**Canfield OH 44406**

Inspection Type: **Complaint**

Inspection Date: **8/3/2022**

Time In: **14:35**

Authorized Date: **08/03/2022**

By: **102 Rarick, Matthew D (102)**

Time Out: **00:00**

By: **102 Rarick, Matthew D (102)**

Form: **Vacant/Abandoned**  
**Residential**

### Inspection Topics

#### Security

##### Signs of recent entry

are sign present that trespassing has occurred recently

**Status:** FAIL

**Notes:** The door was recently opened - Building remained secure after the last inspection

##### Signs of trespassing

any signs of trespassing on the property

**Status:** FAIL

**Notes:** The front door was open with signs of squatting, personal items inside with a mattress and bedding - The building remains secure from last inspection

##### Building Is secure

Is the building secure-open/unsecured-signs of recent entry

**Status:** FAIL

**Notes:** the front door was opened, the door was locked after exiting - The building remained secure from last inspections

#### Exterior

##### Vegetation is not overgrown and maintained

The vegetation is not overgrown and being properly maintained, over grown vegetation will result in the delay of fire department notification

**Status:** FAIL

**Notes:** outside of the property is overgrown, this will cause a delay in FD notification - The property continues to be overgrown

##### Exposure to an occupied building

The building does not pose a danger to an occupied building

**Status:** FAIL

**Notes:** an occupied house is less than 20 feet from building

#### Condition of Building

##### Walls are in good condition

The walls of the building are in good condition without holes

**Status:** FAIL

**Notes:** walls have holes to the exterior and also a partial collapse in the rear - The exterior has continued to deteriorate and collapsed more

Floors are in good condition

The floors are in good condition without holes or structurally unstable

**Status:** FAIL

**Notes:** floors are soft when walking unable to inspect the underside due to flooded basement - unable to re-inspect property secure

Roof is in good condition

The roof is in good condition without holes and structurally stable

**Status:** FAIL

**Notes:** The roof has multiple holes and has collapsed in a portion - the roof has collapsed more since first inspection

General building condition is good

The building is in good shape and doesn't pose a risk to the public or firefighters

**Status:** FAIL

**Notes:** the building is in very poor condition and has deteriorated - the building has deteriorated more and continues to be in unsafe condition

### Utilities

Water off

Is the water off in the property

**Status:** FAIL

**Notes:** The water was shut off to the building but a water break occurred and flooded the basement with 8 feet of water. Water was shut off by city

Gas is off

The gas has been turned off and the meter has been removed

**Status:** FAIL

**Notes:** gas is off but meter has not been pulled

### Electrical

Electrical Breaker box is in good condition

**Status:** FAIL

**Notes:** unable to visualize the breaker box because of the flooded basement

### Fire Potential

No potential delay for fire department notification

**Status:** FAIL

**Notes:** because of the overgrown vegetation the report of a fire will be delayed

No potential for an exposure fire

**Status:** FAIL

**Notes:** in the event of a fire the occupied building to the east will be exposed to fire

No potential for an early structural collapse

**Status:** FAIL

**Notes:** because of the condition of the roof and structural members early collapse could occur in a fire situation

No potential for firefighters to be lost or trapped

**Status:**

**Notes:**

No potential for a multiroom fire on arrival

**Status:** FAIL

**Notes:** because of the possible squatting and the holes in the ceilings and walls the potential of multi-room fire is present

#### Hazards

Any hazards present to the public or firefighters

**Status:** FAIL

**Notes:** the basement has 8 feet of water

#### Additional Time Spent on Inspection

**Category**

**Start Date / Time**

**End Date / Time**

**Notes:** No Additional time recorded

**Total Additional Time: 0 minutes**

**Inspection Time: 0 minutes**

**Total Time: 0 minutes**

#### Summary

**Overall Result:** Correction Notice Issued

**Inspector Notes:**

The building has deteriorated more since the first inspection and the rear has collapsed even more. The owner of the property has been contacted but no work on the building has not been started. This building is unsafe for the citizens and also the fire fighters and will be presented to the city as a condemned building with the recommendation for demolition



Introduced By: \_\_\_\_\_  
First Reading: \_\_\_\_\_

ORDINANCE

AN ORDINANCE TO APPROVE AND ADOPT  
THE CURRENT REPLACEMENT PAGES  
TO THE CODIFIED ORDINANCES.

WHEREAS, certain provisions within the Codified Ordinances should be amended to Conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has entered into a contract with the Walter H. Drane Company to prepare such annual revision which is presently before Council;

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE MUNICIPALITY OF CANFIELD, OHIO:

Section1: That the Ordinances of the Municipality of Canfield, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2022 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2: That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State Law:

**Administrative Code**

101.03	Rules of Construction. (Amended)
	<b>Traffic Code</b>
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Amended)
333.03	Maximum Speed Limits. (Amended)
335.02	Permitting Operation Without Valid License; One License Permitted. (Amended)
335.021	Ohio Driver’s License Required for In State Residents. (Amended)
335.09	Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
371.13	Operation of Personal Delivery Device on Sidewalks and Crosswalks. (Added)
	<b>General Offenses Code</b>
513.01	Drug Abuse Control Definitions. (Amended)
513.15	Sale of Dextromethorphan. (Added).
517.01	Gambling Definitions. (Amended)
517.02	Gambling. (Amended)
517.06	Methods of Conducting a Bingo Game; Prohibitions. (Amended)
517.08	Raffles. (Amended)
517.09	Charitable Instant Bingo Organizations. (Amended)
517.11	Bingo or Game of Chance Records. (Amended)
517.13	Bingo Exceptions. (Amended)
517.14	Instant Bingo Conduct by a Veteran’s or Fraternal Organization. (Amended)
517.15	Skill-Based Amusement Machines. (Amended)
517.16	Electronic Instant Bingo; Prohibited Conduct. (Added)

525.13	Interfering with Civil Rights. (Amended)
529.01	Liquor Control Definitions. (Amended)
529.07	Open Container Prohibited. (Amended)
537.19	Hazing Prohibited. (Added)
545.03	Property Exceptions as Felony Offense. (Amended)
545.09	Passing Bad Checks. (Amended)
549.02	Carrying Concealed Weapons. (Amended)
549.04	Improperly Handling Firearms in a Motor Vehicle. (Amended)
549.10	Possessing Replica Firearm in School. (Amended)
549.12	Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)
	<b>Fire Prevention Code</b>
1519.01	Fireworks Definitions. (Amended)
1519.05	Application. (Amended)
1519.06	Safety Requirements for Fireworks Showroom Structures. (Added)
1519.07	Manufacturing or Wholesale Sale Without a License; Prohibitions. (Added)
1519.08	Purchase to Comply with Law; Unauthorized Purchases. (Added)

Section 3: That this Ordinance shall be effective immediately upon approval of a majority vote of the members of Council and the Clerk of Council shall cause notice of the adoption of the current Replacement Pages to be published as provided in Section 4.15 of the Charter. The provision of Section 4.15 of the Charter pertaining to the codification of ordinances shall be applicable to the current service supplementing such codification.

Section 4: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022.

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

ATTEST:

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

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Ordinance was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to wit:

\_\_\_\_\_  
\_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

Introduced By: \_\_\_\_\_

Motion No. \_\_\_\_\_

A MOTION AUTHORIZING AN AMENDMENT TO  
THE SCHOOL RESOURCE OFFICER AGREEMENT  
WITH MAHONING COUNTY CAREER AND TECHNICAL CENTER  
(MCC&TC)

WHEREAS, the City of Canfield desires to provide an officer of the Canfield Police Department as a resource for the Mahoning County Career & Technical Center to provide certain services.

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF THE CITY OF CANFIELD:

Section 1: That the City Manager is hereby authorized and directed to enter into an amended School Resource Officer Agreement attached hereto:

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

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

Certificate of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_

\_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY

## **AGREEMENT**

This Agreement is made and entered into this 15th day of August 2022, by and between **The Mahoning County Career and Technical Center** located at 7300 North Palmyra Road, Canfield, Ohio, 44406 (hereinafter referred to as "MCCTC") and **The City of Canfield** with a principal location of 104 Lisbon Street, Canfield, Ohio, 44406 (hereinafter referred to as "City"). In consideration of the mutual covenants and promises contained herein, the parties to this Agreement agree as follows:

**1. General Scope.** MCCTC desires to obtain the services of a member or members of the City of Canfield Police Department to perform certain duties as provided herein and as mutually agreed upon by both parties. All duties performed by the City of Canfield police officer at MCCTC ("SRO" or "SROs") shall be in accordance with state and federal law, and the Canfield Police Department policies and procedures. The parties to this Agreement acknowledge that the member(s) of the Canfield Police Department performing duties pursuant to this Agreement will, at all times, remain employee(s) of the City of Canfield, subject to direction only from the City, and shall not be considered an employee or agent of MCCTC.

**2. Specific Duties.**

**A. SRO/City of Canfield.**

1. SROs will be responsible for the majority of law enforcement activities occurring at the school during school hours.
2. SROs will investigate delinquent or criminal acts within the MCCTC system and its community when the schools or students are involved. The SROs will consult with the MCCTC prior to any charges being filed as a result of such investigation.
3. SROs may be requested by school officials to standby during a search of a student or a student's locker or property that is being done by a school official when that official has determined reasonable suspicion that the student has violated a law or school rule. Such searches must be at the direction and control of MCCTC. However, in situations where the SRO is standing by at the request of MCCTC, and that MCCTC has reasonable suspicion to believe a search of a student or student's property may result in the discovery of items posing an imminent threat or danger to students or staff, the official may request the SRO conduct the search in furtherance of

the school's objectives to maintain a safe and proper educational environment.

4. SROs, or designees, will receive any contraband recovered by school officials during the officials' search based on reasonable suspicion. Prior to any charges being filed, the City must consult with MCCTC and consider all applicable circumstances involved.
5. SROs will coordinate the scheduling of K-9 sniffs at the school at the request of and in the manner agreed to by school officials.
6. SROs will assist school personnel with the security of school property and facilities during the school day. SRO will assist high school officials in monitoring the parking lot for vehicles without parking permits and vehicles parking in other than the assigned places. SRO will assist administration with security suggestions and school safety planning.
7. SROs will act as a resource to staff, students and parents on matters related to law enforcement, criminal activity and crime prevention/safety.
8. SROs will provide in-service training for all staff on relevant safety and law related issues at least annually with prior approval of the Superintendent
9. SROs will conduct classroom presentations which will involve a wide range of topics, including law-related education, child safety, alcohol and drug education, Drug Abuse Resistance Education, search and seizure, juvenile law, traffic laws, etc.
10. SROs will serve as liaison between the school system and Juvenile Court, other police departments and social service agencies such as the Children's Services Board.
11. When available, SROs will monitor the safe arrival and dismissal of students and assist other police officers in enforcing applicable traffic laws on school lots and approaching roadways.
12. Information would be shared between SROs and school officials in accordance with the Ohio Revised Code, the Ohio Administrative Code, Ohio Public Records law and relevant police policies and the Family Educational Rights and Privacy Act ("FERPA").
13. SROs will regularly meet with the superintendent, business manager, building principals and assistants to discuss issues, plans and strategies, to problem solve and to evaluate the SRO program from the school's perspective.
14. SROs will perform such other duties as mutually agreed upon by the Superintendent or principals and Police Chief or authorized designee, so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and departmental policies and procedures.
15. SRO's will also be responsible for securing the school property and perimeters including all areas within the schools, exterior areas and parking areas.

**B. MCCTC Duties.** MCCTC shall, except as limited by state or federal law,

provide the following services to the SROs pursuant to the terms of this Agreement:

1. Inform SROs of all suspicious, dangerous, or criminal activity which may impact students whether the same occurs on school property or not regardless of the type of offense.
2. Provide input on criminal cases related to students on school property as reasonably requested by the SRO.
3. Promptly surrender any illegal contraband discovered by school officials to the SRO.
4. Assist the SROs in the performance of the SROs' duties as reasonably requested by the SROs including, without reasonable delay, the composition of witness statements by school officials and assistance in identifying and providing witnesses for investigations.
5. Provide SROs with a private work area of a type and in a location mutually agreed upon by the parties.

**Information Sharing.** The parties acknowledge that communication and information sharing will be essential to the success of the SRO Program. In order to facilitate a free flow of information to and from the SROs, the parties agree that information will be shared in accordance with the provisions of the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, FERPA, and relevant Police Department and MCCTC policies

**3. Compensation.** Canfield shall be compensated quarterly. Canfield shall provide MCCTC with a quarterly invoice for its services, delineating the number of regular and/or overtime hours of service provided during said quarter. The "hourly rate" charged to MCCTC by the City and shall be the rate of compensation delineated by the terms of the City of Canfield's Collective Bargaining Agreement with the OPBA and may change from time to time pursuant to the terms of said Collective Bargaining Agreement. MCCTC shall compensate Canfield within ten (10) days of receipt of each quarterly invoice.

**4. Term of Agreement.** The term of this Agreement shall be from August 15, 2022 until (i) December 31, 2024. However, either party may terminate this Agreement providing the other party with written notice of at least ninety (90) days prior to its desire to terminate this Agreement.

**4. Entire Agreement/Amendment.** This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein. There shall be no other agreements, warranties, terms or conditions, express or implied, between the parties. This Agreement may only be amended pursuant to a written agreement executed by both parties.

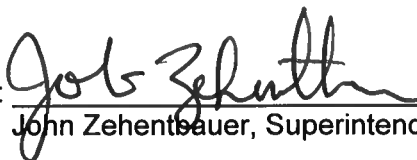
**5. Integration.** This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein. No prior or oral agreements shall be binding.

**6. Governing Law.** This Agreement shall comply with and be interpreted in accordance with the laws of the State of Ohio.

**The City of Canfield**

By: \_\_\_\_\_  
Wade Calhoun, City Manager

**The Mahoning County Career and Technical Center**

By:  \_\_\_\_\_  
John Zehentbauer, Superintendent

Introduced By: \_\_\_\_\_

Motion No. \_\_\_\_\_

MOTION

A MOTION AMENDING A CONTRACT BETWEEN  
THE CITY OF CANFIELD AND THE OHIO  
PATROLMEN'S BENEVOLENT ASSOCIATION  
(POLICE OFFICERS, UNIT A; DISPATCHERS,  
UNIT B; LIEUTENANTS AND SERGEANTS, UNIT C) FOR  
YEARS 2021, 2022 and 2023.

WHEREAS, representatives of the City of Canfield have negotiated a three year (3 year) agreement with The Ohio Patrolmen's Benevolent Association (Police officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) pursuant to Ohio Revised Code Section 4117; and

WHEREAS, Council desires to amend said contract of the City of Canfield.

NOW, THEREFORE, IT IS HEREBY MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The Council of the City of Canfield hereby amends the agreement by and between the City of Canfield and The Ohio Patrolmen's Benevolent Association (Patrol Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C), a copy of which Agreement is attached hereto and made a part hereof.

Section 2: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2022.

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

Certification of Publication

I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posed in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_.

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY



## ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT

**Section 1. Position** The Employer may establish an assignment for K-9 Handler.

**Section 2. Bargaining Unit of Assignment** The assignment of K-9 Handler shall be maintained within the Bargaining Unit A ~~or C~~.

**Section 3. Appointment** The assignment of K-9 Handler shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

~~**Section 4. Assignment From Unit C** If the assignment is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.~~

**Section 4. Relinquishment of Assignment** The Bargaining Unit Member K-9 Handler shall relinquish said assignment upon written resignation, retirement, or by revocation action by the Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

**Section 5. Exempt From Shift Bid** The assignment of K-9 Handler shall be exempt from shift bidding. ~~If the K-9 handler is from Bargaining Unit C, the officer will not be exempt from shift bidding.~~

**Section 6. Maximum Assignment** The assignment of K-9 Handler is open to a maximum of ~~two~~ **three** officers.

**Section 7. Stacking Assignments** If the K-9 Handler is assigned from Bargaining Unit C, there shall be no additional compensation.

## ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION

**Section 1.** The Employer may establish assignments for "School Resource Officer (SRO) for The Mahoning County Career and Technical Center (MCCTC) and the Canfield Local School District (CLSD)". ~~At the current time,~~ The MCCTC Will have ~~one (1)~~ **two (2)** SRO(s) and the CLSD will have ~~two (2)~~ **three (3)** assigned. ~~Should either MCCTC and/or CLSD request additional SRO(s), there will be a maximum of six (6) SRO assignments.~~

**Section 2.** The assignment of School Resource Officer MCCTC and CLSD shall be maintained within Bargaining Unit A.

**Section 3.** The assignment of School Resource Officer(s) MCCTC and CLSD shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police.

**Section 4.** The bargaining unit member assigned as School Resource Officer(s) MCCTC and CLSD shall relinquish said position upon written resignation, retirement, promotion, revocation by the Employer. Revocation by the Employer will not be considered as grounds for filing a grievance.

**Section 5.** The assignments of School Resource Officer MCCTC and CLSD shall be exempt from shift bidding, and at the end of the school year (summer months), all SRO's will bid on one (1) of ~~three (3)~~ **five (5)** set shifts as determined by the Chief of Police or his designee. The ~~three~~ **five** shifts will include ~~one day turn, on afternoon turn, and one midnight turn a combination of five independent shifts to include day turn(s), afternoon turn(s) and midnight turn(s).~~ All shifts will contain two (2) consecutive days off. Bid procedures for members assigned to SRO shall utilize seniority within SRO assignment.

~~**Section 6.** The assignments of School Resource Officer MCCTC and CLSD is open to a maximum of one officer at MCCTC and two officers at CLSD for a total of three assignments.~~

## **ARTICLE 18HOLIDAYS**

**Section 1. Paid Holidays** All full-time Employees shall receive the following paid holidays:

1) New Years Day, 2) Martin Luther King Day, 3) President's Day, 4) Good Friday, 5) Easter, 6) Memorial Day, 7) Independence Day, 8) Labor Day, 9) Veteran's Day, 10) Thanksgiving Day, 11) Day after Thanksgiving Day, 12) Christmas Eve, 13) Christmas Day, 14) Juneteenth.

## **ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT**

**Section 1. Position** The Employer may establish an assignment for K-9 Handler.

**Section 2. Bargaining Unit of Assignment** The assignment of K-9 Handler shall be maintained within the Bargaining Unit A or C.

**Section 3. Appointment** The assignment of K-9 Handler shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

**Section 4. Relinquishment of Assignment** The Bargaining Unit Member K-9 Handler shall relinquish said assignment upon written resignation, retirement, or by revocation action by the Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

**Section 5. Exempt From Shift Bid** The assignment of K-9 Handler shall be exempt from shift bidding. If the K9 handler is from Bargaining Unit C, the officer will not be exempt from shift bidding.

**Section 6. Maximum Assignment** The assignment of K-9 Handler is open to a maximum of three officers.

**Section 7. Stacking Assignments** If the K9 Handler is assigned from bargaining Unit C, there shall be no additional compensation.

## **ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION**

**Section 1.** The Employer may establish assignments for "School Resource Officer (SRO) for The Mahoning County Career and Technical Center (MCCTC) and the Canfield Local School District (CLSD)". The MCCTC will have two (2) SRO(s) and the CLSD will have three (3) assigned. Should either MCCTC and/or CLSD request additional SRO(s), there will be a maximum of six (6) SRO assignments.

**Section 2.** The assignment of School Resource Officer MCCTC and CLSD shall be maintained within Bargaining Unit A.

**Section 3.** The assignment of School Resource Officer(s) MCCTC and CLSD shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police.

**Section 4.** The bargaining unit member assigned as School Resource Officer(s) MCCTC and CLSD shall relinquish said position upon written resignation, retirement, promotion, revocation by the Employer. Revocation by the Employer will not be considered as grounds for filing a grievance.

**Section 5.** The assignments of School Resource Officer MCCTC and CLSD shall be exempt from shift bidding, and at the end of the school year (summer months), all SRO's will bid on one (1) of five (5) set shifts as determined by the Chief of Police or his designee. The five shifts will include a combination of five independent shifts to include day turn(s), afternoon turn(s) and midnight turn(s). All shifts will contain two (2) consecutive days off. Bid procedures for members assigned to SRO shall utilize seniority within SRO assignment.

## **ARTICLE 18HOLIDAYS**

**Section 1. Paid Holidays** All Full-time Employees shall receive the following paid holidays:

1) New Year's Day, 2) Martin Luther King Day, 3) President's Day, 4) Good Friday, 5) Easter, 6) Memorial Day, 7) Independence Day, 8) Labor Day, 9) Veteran's Day, 10) Thanksgiving Day, 11) Day after Thanksgiving Day, 12) Christmas Eve, 13) Christmas Day, 14) Juneteenth.



**An Agreement**

**between**

**The City of Canfield**

**and**

**The Ohio Patrolmen's Benevolent Association**

**Unit A: (Full-time Patrol Officers, School Resource Officers, K-9 Officers, and Detectives)**

**Unit B: (Full-time Dispatchers)**

**Unit C: (Full-time Lieutenants and Sergeants)**

**Effective: January 1, 2021**

**Expires: December 31, 2023**

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## **ARTICLE I     PREAMBLE, DAYS DEFINED**

This Agreement is hereby entered into by and between the City of Canfield, Ohio, hereinafter referred to as the "Employer" and the Ohio Patrolmen's Benevolent Association, hereinafter referred to as the "OPBA".

"Days" shall mean calendar days unless otherwise specified throughout this Agreement.

## **ARTICLE 2     PURPOSE AND INTENT**

In an effort to continue harmonious and cooperative relationships with its Employees and to insure its orderly and uninterrupted efficient operations the Employer and Employees desire to enter into this agreement reached through collective bargaining which will have for its purposes, among others, the following:

- 1) To recognize the legitimate interests of the Employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- 2) To promote fair and reasonable working conditions;
- 3) To promote individual efficiency and service the Employer;
- 4) To avoid interruption or interference with the efficient operation of the Employers business;
- and
- 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 3     RECOGNITION**

**Section 1. Bargaining Units** The Employer agrees that, for the period of this contract it recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work, and all other terms and conditions of employment for all regular full-time Patrol Officers, and Detective (Unit A), regular full-time Dispatchers (Unit B), and regular full-time police Sergeants and Lieutenants (Unit C) on the Canfield Police Department. The Employer and the OPBA agree to continue to negotiate with each other in good faith on all matters concerning the employment of said Employees.

**Section 2. Officer and Dispatcher** Whenever the context so requires the use of the term Officer shall refer to Bargaining Units A & C only. The use of the term Dispatcher shall refer to Bargaining Unit B only. The use of term Employee shall refer to all members of Bargaining Units A, B, & C.

**Section 3. List of Employees** The Employer will furnish the OPBA with a list of all Employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new Employees as hired.

## **ARTICLE 4     DUES DEDUCTION**

**Section 1. Dues Deductions** During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the OPBA and the regular monthly OPBA dues from the wages of those Employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any Employees in the Canfield Police Department for whom the Employer is currently deducting dues.

**Section 2. Union Certification of Fees and Dues** The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the Employees involved.

**Section 3. Deduction by Pay Period** The Employer shall deduct dues, initiation fees or assessments from each pay in equal deductions. If an Employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

**Section 4. Submission of Dues to Union** A check in the amount of the total dues withheld from those Employees authorizing a dues deduction shall be tendered to the treasurer of the OPBA within thirty (30) days from the date of making said deductions.

**Section 5. Indemnification of City by Union** The OPBA hereby agrees to hold the Employer harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such claims, liabilities or damages that may arise.

## **ARTICLE 5 MANAGEMENT RIGHTS**

**Section 1. Management Responsibility to Manage** Except to the extent modified in this agreement, the Employer shall have the exclusive right to manage the operations, control the premises, direct the working force and maintain efficiency of operations. Among the Employers management rights are the right to hire, transfer, discipline, and discharge for just cause, lay off and promote; to promulgate and enforce work rules; to introduce new equipment, methods of performing work, or facilities; to determine the size, duties, and qualifications of the work force, and work schedules.

**Section 2. Description of Management Rights and Responsibilities** Nothing in this Agreement does or shall be interpreted to impair the right and responsibility of the Employer to:

- a) Determine the overall mission of the Employer as a unit of government;
- b) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- c) Direct, supervise, evaluate, or hire Employees;
- d) Maintain and improve the efficiency and effectiveness of governmental operations;
- e) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- f) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
- g) Determine the adequacy of the work force;
- h) Effectively manage the work force;
- i) Take actions to carry out the mission of the public Employer as a governmental unit.

## **ARTICLE 6 EMPLOYEE RIGHTS**

**Section 1. Union Representation** An Employee has the right to the presence and advice of an OPBA representative at all disciplinary interrogations, when the discipline can directly result in financial loss (i.e., suspension, demotion, or discharge).

**Section 2. Criminal Questioning** An Employee who is to be questioned as a suspect in any investigation of any criminal charge against the Employee shall be advised of their constitutional rights (i.e., Miranda Rights) before any questioning starts.

**Section 3. Garrity Rights** Before an Employee may be charged with any violation of the Rules and Regulations (i.e., insubordination) for a refusal to answer questions or participate in an investigation, the Employee shall be advised that the Employee's refusal to answer such questions or participate in such investigation will be the basis of such a charge (i.e., Garrity Rights).



**Section 4. Investigatory Interviews** Questioning or interviewing of an Employee in the course of an internal investigation will be conducted at hours reasonably related to the Employee's shift, unless operational necessities require otherwise, at the discretion of the Chief of Police or the Chief's designee. Interrogation sessions shall be for reasonable periods of time and time shall be provided for rest periods and attendance to physical necessities. In addition, either the Employer or Employee may demand and record by such device as the Employer or Employee may deem appropriate, and a transcript may be prepared at the expense of the party demanding it.

**Section 5. Employee Informed** An Employee will be informed of the nature of any investigation of himself prior to any questioning. If the Employee being questioned is, at the time, a witness and not under investigation, the Employee shall be so advised, and the nature of investigation need not be stated to the Employee.

**Section 6. Personnel File** An Employee may request an opportunity to review their own personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the OPBA present when reviewing their own file. A request by the Employee or their own duly appointed agent for copies of items included in his or her file shall be honored. All items in the Employee's file with regard to complaints and investigations will be clearly marked with respect to the final disposition.

**Section 7. Criminal Charges** With respect to investigations which may result in criminal charges, a formal charge of misconduct shall be prepared in writing stating the matters which are under investigation and the charges which are being considered. If, during the course of an investigation this is determined, the formal written notice will be prepared and delivered to the Employee.

**Section 8. Polygraph Examination** In the course of an internal affairs investigation, a polygraph examination may be administered, with the Employee's consent.

**Section 9. Written Charges** All complaints which may involve any type of discipline that can directly result in financial loss (i.e., suspension, demotion, or discharge) to an Employee, shall be in writing and signed by a complainant. The Employer will furnish a copy of the complaint to the Employee whom the complaint has been filed against when such Employee is notified of the investigation.

**Section 10. Copies of Agreement** Copies of this Agreement will be printed at the Employers expense and distributed to each member of the bargaining unit.

**Section 11. Retention of Disciplinary Records and Records of Performance.** Records of disciplinary actions shall be removed from the employee's personnel file three (3) years after the date of the alleged offense leading to disciplinary action or as soon thereafter as the same may be removed and destroyed pursuant to Public Records Laws or other laws of the State of Ohio and destroyed in accordance with the current records retention schedule of the City of Canfield.

**Section 12. Standards of Proficiency** Should the Employer deem it necessary to adopt standards of proficiency in the areas of education, weapons qualifications and physical and mental competency exams, then the Employer shall give written notice to the OPBA of such intent and shall meet and confer prior to implementation. Any implementation by the Employer of such standards and/or examinations shall include; notice to OPBA of the standards to be met, the consequences of non-compliance or failure to meet testing requirements, and a reasonable time period within which the Employee must satisfy the requirements implemented.

## **ARTICLE 7 NO STRIKE**

**Section 1. Grievance Procedure to Resolve Disputes** The Employer and the OPBA agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement.

**Section 2. No Strike, Discipline** Neither the OPBA nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other interference with the normal operation of the Employer. A breach of this Section may be grounds for discipline.

**Section 3. Union Cooperation** The OPBA shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no strike" clause.

**Section 4. Notice to Union and Employees, Discipline** In the event of a violation of the "no-strike" clause, the OPBA shall promptly notify all Employees in a reasonable manner that the strike, work stoppage or slowdown, or other interference with normal operations of the Employer is in violation of this Agreement, unlawful and not sanctioned or approved of by the OPBA. The OPBA shall direct the Employees to return to work immediately and advise Employees if they do not return to work immediately that such violation shall be automatic and sufficient grounds for immediate disciplinary action, including lawful discharge.

**Section 5. Lockout** The Employer shall not lock out any Employees for the duration of this agreement.

## **ARTICLE 8 WORK RULES**

**Section 1. Issuance of Work Rules & Policies** The Employer agrees to furnish the Labor Management Committee, as established in Article 42 with written notice of the Employer's intention to make changes in department rules, policies or procedures that would affect the terms and conditions of employment of Employees. If the Labor Management Committee does not respond in writing within seven (14) days of the date of receipt of such written notice, the Employer may assume the Labor Management Committee does not wish to bargain on the proposed changes. Should the Labor Management Committee respond within seven (14) days from the date of receipt of such written notice, the Employer agrees to bargain with the Labor Management Committee in order to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment or within a reasonable time after the enactment of an emergency rule. The Employer shall furnish the Labor Management Committee with a copy of such changes and inform them of the proposed implementation plans. Upon request, the Employer shall provide the Labor Management Committee with or access to available resource materials, studies or data relating to the merits of the proposed changes prior to said meeting with the Employer.

## **ARTICLE 9 DISCIPLINE**

**Section 1. Basis for Discipline** Disciplinary action taken by the Employer that may result in demotion, suspension, and/or discharge shall only be for just cause. Except in cases of gross misconduct the concept of progressive discipline will be adhered to.

**Section 2. Notice to Employee** A non-probationary Employee who is, demoted, suspended, or discharged shall be given written notice regarding the reason or reasons for the action. The Employee shall be informed of the right to confer with a representative of the OPBA.

**Section 3. Appeal of Discipline** Any Employee who is, demoted, suspended or discharged may file an appeal of such action, in writing, through the grievance procedure contained herein within seven (7) calendar days following the receipt of notice of any such order of demotion, suspension, or discharge.

**Section 4. Basis for Discipline** An Employee shall be disciplined only for violation of established standards of conduct or rules and regulations of the Employer. Such rules shall be equitably applied to all Employees.

**Section 5. Time to Initiate Discipline** In areas of discipline that are non-criminal in nature, the Employer shall take disciplinary action within a period of no later than thirty (30) calendar days from when the Employer becomes cognizant of the alleged infraction. (Note to this sentence: - If an infraction is initiated as criminal in nature and then is found to be non-criminal, the 30-day disciplinary period commences with the time the infraction is deemed non-criminal.) If such disciplinary action is not taken against the Employee within such period of time, the disciplinary action is deemed withdrawn. In areas of discipline that are criminal in nature, the Employer may take disciplinary action within a period of no later than thirty (30) calendar days from when all court proceedings are concluded, however, this thirty (30) calendar days will not extend past any codified statutes of limitations. All times within this section may be extended by mutual written agreement.

**Section 6. Records of Employee Conduct** Records of supervisory intervention, warning, written reprimand, suspension, or reduction shall cease to have force and effect thirty six (36) months from the date of issuance.

**Section 7. Pre-Disciplinary Process(a)**

(a) **Criminal Charges** When an employee is charged with a misdemeanor or felony, the Employer shall schedule a pre – disciplinary hearing within 10 days. An employee may be placed on administrative leave with pay at any time during the process, if the appointing authority determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the employer's operation

(b) **Garrity Rights, Administrative Leave Pending Criminal Matter** Unless the employee is granted their Garrity Rights, they shall be placed on administrative leave until the criminal matter has been adjudicated. The first 30 days shall be with pay. The Employer may place them on unpaid administrative leave, after the 30 days. The pre – disciplinary hearing would be held in abeyance until the matter has been resolved in the courts. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(c) **Employee on Administrative Leave** An employee may be placed on administrative leave with pay or suspended for cause if they are granted their Garrity Rights and the reason for the suspension is based on a misdemeanor, (related to Uniform Standards of Conduct #1), or a felony. If after 30 days, the complaint has not been resolved in Court, the Employer may place on administrative leave without pay or suspend the employee, until the matter has been adjudicated. If such suspension is imposed, its outcome is subject to the grievance and arbitration procedure. The Employee may use any accrued time, other than sick leave, while on administrative leave without pay.

(d) **Administrative Charges During or Following Criminal Proceedings** Once the criminal case has been fully adjudicated, the employer shall have 10 calendar days to re-open the pre-disciplinary hearing. Additionally, the Employer may pursue administrative proceedings/discipline during the pendency of the criminal proceedings. If the employee is found to be innocent of the criminal and administrative charges, they shall be made whole for all time lost.

**ARTICLE 10 ASSOCIATION REPRESENTATION**

**Section 1. Employee Representatives** The parties recognize that it may be necessary for an Employee representative of the OPBA to leave a normal work assignment while acting in the capacity of representation. The OPBA recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this section, the representative must obtain approval from the Chief of Police, the Chief's designee or, if no person is designated, then through the established chain of command. The Employer will compensate a representative at the appropriate rate for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative be present.

**Section 2. Negotiating Committee** Two members of each bargaining unit on the Negotiating Committees shall be allowed reasonable time off to participate in collective bargaining meetings with the Employer, if held during a member's regular working hours without loss of pay.

**Section 3. Bi-Annual Union Leave** An approved leave of up to five (5) working days for every two (2) years may be granted to two members of the OPBA Negotiating Committee for the purpose of attending OPBA conventions. A minimum of thirty (30) calendar days written notice shall be provided to the Employer prior to taking such leave. Leave for this purpose shall be unpaid.

**Section 4. OPBA Representatives** Duly authorized representatives of the OPBA shall have access to the Canfield Police Department premises for the purpose of transacting official OPBA business consistent with this Agreement, provided that this shall not interfere or disrupt the normal conduct of the Canfield Police Department affairs.

**Section 5. Copy Machine** The OPBA shall be permitted use of the Canfield Police Department copy machine.

## **ARTICLE 11 GRIEVANCE PROCEDURE**

**Section 1. Right to Present Grievances** Every Employee shall have the right to present their own grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of their own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**Section 2. Definitions** For the purposes of this procedure, the below listed terms are defined as follows:

- a) **Grievance** - A "grievance" shall be defined as an allegation that a specific term of this Agreement is being violated.
- b) **Grievant** - The "grievant" shall be defined as any Employee, or group of Employees, within the bargaining unit, or OPBA.
- c) **Party in Interest** - A "party in interest" shall be defined as any bargaining unit Employee of the Employer named in the grievance that is not the grievant.
- d) **Days** - A "day" as used in this procedure shall mean calendar days.

**Section 3. Grievance Procedures** The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) **Information required in grievance** All grievances shall be in either written or typed form utilizing only the OPBA official grievance form, which shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; a general statement of the nature of the grievance and the redress sought by the grievant; and shall be delivered to the Chief of Police by the grievant and/or an active member of the current bargaining unit or business agent. The grievance form shall be signed by the grievant or union representative or OPBA business agent upon delivery.
- b) **Written decisions** All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.
- c) **Representation in grievance procedure** The grievant may choose whomever the grievant wishes to represent him at any step of the grievance procedure.

- d) **Exclusive process** The existence of this Grievance Procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- e) **Time limits** The time limits provided herein will be strictly adhered to and any grievance not filed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be automatically sustained in favor of the grievant. The time limits specified for either party may be extended only by mutual written agreement. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- g) **Informal adjustment of grievances** Nothing contained herein shall be construed as limiting the right of any Employee having a potential grievance to discuss the matter informally with any appropriate member of the administration and having said matter adjusted without the intervention of the OPBA, provided that the adjustment is not inconsistent with the terms of this Agreement and provided that the Employee may have an OPBA representative present if they so desire. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

**Section 4. Grievance Procedure** All grievances shall be administered in accordance with the following steps of the grievance procedure:

**Step 1: Police Chief Informal Meeting** An Employee who believes they may have a grievance shall notify the Chief of Police or the Chief's designee in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief of Police or the Chief's designee will schedule an informal meeting with the Employee and an OPBA representative, this meeting may be waived if mutually agreed upon by both parties, if such representation is requested by the Employee, within fourteen (14) days of receipt by the Chief of Police or the Chief's designee of the notice of the Employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally, and a written statement of resolution or failure to resolve shall be prepared and provided to the grievant and the party in interest, within seven (7) days of the meeting.

**Step 2: City Manager Meeting** If the grievant or any party in interest is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager or the City Manager's designee shall convene a hearing within fourteen (14) days of the receipt of the appeal. The hearing will be held with the grievant, their own OPBA representative and any other party necessary to provide the required information for the rendering of a proper decision.

**Step 3: City Manager Written Decision** The City Manager or the City Manager's designee shall issue a written decision to the Employee and their own OPBA representative within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the Arbitration procedure herein contained.

## **ARTICLE 12 ARBITRATION PROCEDURE**

**Section 1. Appeal to Arbitration** In the event a grievance is unresolved after being processed through all the steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Upon receipt of a demand to arbitrate the parties will promptly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of arbitrators and will choose one by the alternative strike method. Alternatively, the parties may agree to a mutually agreed arbitrator.

**Section 2. Arbitrator Authority** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement, unless it is the specific unresolved issue of Mid-Term Bargaining.

**Section 3. Rules for Arbitration Hearings** The hearing or hearings shall be conducted pursuant to the Rules of the FMCS.

**Section 4. Arbitration Fees** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses will be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

**Section 5. Witnesses at Arbitration Hearings** An Employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the regular hourly rate during required attendance. Any request made by either party for the attendance of witnesses shall be made in good faith.

**Section 6. Arbitration decision** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

## **ARTICLE 13 NON-DISCRIMINATION**

**Section 1.** The Employer and the OPBA agree not to discriminate against any Employee(s) on the basis of race, religion, color, creed, national origin, age, sex, sexual orientation or handicap.

**Section 2.** The OPBA expressly agrees that membership in the OPBA is at the option of the Employee and that it will not discriminate with respect to representation between members and non-members.

## **ARTICLE 14 GENDER AND PLURAL**

Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 15 CONFORMITY TO LAW**

**Section 1. Supersede** This Agreement shall supersede any present and future city laws, applicable rules or regulations.

**Section 2. Conflict of Law and Agreement** If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

## **ARTICLE 16 OVERTIME PAY**

**Section 1. Overtime Compensation** Employees are eligible for overtime compensation for any hours compensated or worked in excess of eight (8) hours in one day or for any hours compensated or worked in excess of forty (40) in one week, when approved in writing by the Chief of Police or the Chief's designee. The Employee shall be compensated, at the Employee's election, either at (a) the rate of one and one-half (1 1/2) times the Employee's adjusted regular hourly rate for hours worked or (b) by "compensatory time off" computed at a rate of one and one-half (1 1/2) times the hours worked. The maximum accumulation of "compensatory time off" is 100 hours. Any balance of comp time at the end of the calendar year will be applied to the maximum accumulation for the following year. The Chief of Police or the Chief's designee may refuse requests for using "compensatory time off" if it results in overtime for another Employee.

**Section 2. Shifts defined.** For payroll reporting, scheduling, holiday pay and overtime computing, all shifts starting at 10:00 p.m. or after shall be considered as falling on the following day (Example: A shift that begins at 10:00 p.m. on February 2<sup>nd</sup>, will be considered as falling on the midnight turn for February 3<sup>rd</sup>. The same for the 11:00 p.m. shift. A shift beginning at 9:00 p.m. on February 2<sup>nd</sup> will be considered as falling on the afternoon turn on February 2<sup>nd</sup>.)

**Section 3. FLSA** The "compensatory time off" options contained in this Article shall be offered only to the extent consistent with the Fair Labor Standards Act.

**Section 4. Call-IN** Whenever approved by the Chief or the Chief's designee, off duty Employees, called in to work, scheduled for a special detail (i.e., administrative or teaching assignment, filling in for a vacant shift, and calls outs), or appearing in court or at hearings on behalf of the Employer shall be compensated as described in Section 1 of this Article, and in no event shall be compensated for less than four (4) hours regular time, which may be taken as paid or "compensatory time off" overtime.

**Section 5. Required Training** All Employees who are not scheduled to work, but are required to attend departmental meetings, firearms practice, training sessions, K-9 Training, qualifications and testing (i.e., annual Physical Fitness Assessment, Data master testing, Range Qualifications, Range Practice, etc.), or uniform fittings - when the uniform item is provided by the department - shall be compensated as set forth in Section 1 (a) or (b) of this Article.

**Section 6. Overtime Rotation** The Employer or its designee shall rotate all overtime opportunities among the full-time Employees, except as provided herein, in accordance with rotational lists (one consisting of Unit A & C and another list consisting of Unit B). The Chief of Police or the Chief's designee may post the rotational list for Employees to sign or may elect to make notification by other means as outlined below. The Employee first on the rotational list shall have first opportunity to accept or reject overtime; upon acceptance or rejection that Employee shall rotate to the end of the list and all other Employees shall move up on the list until the next overtime opportunity is offered. All full-time Employees shall have the first rights to accept or reject the overtime before it is offered to any part-time Employees for a.) a regularly scheduled shift (one day) when the call off occurs more than four (4) hours prior to the scheduled start of the shift, b.) overtime for the Canfield Fair, the Canfield Car Show, c.) client paid overtime and d.) the Fourth of July Parade Detail.

Part-time Employees may be offered the following overtime opportunities before they are offered to full-time Employees, including, but not limited to:

1. Vacation replacement;
2. "Compensatory time off" replacement;
3. Personal Day replacement;
4. Leave of absence (including disability leave);
5. OPBA leave for meetings and conferences;

6. Replacement of an Employee on OPBA business (i.e., representation & negotiations);
7. Holidays;
8. Sick leave or injury leave, except that a Full Time Employee will be offered the first day of said leave if the call off is made with more than four (4) hours notice;
9. Jury duty leave;
10. Funeral leave;
11. Replacement of Employees who are attending training schools or seminars.

**Section 7. Overtime Roster** The Employer shall maintain and post a roster of overtime assignments on the bulletin board in the Police Department. Employees on vacation, "compensatory time off", sick leave (unless actually sick or injured), or other leave of absence may be offered overtime if they are readily available. An overtime opportunity may be assigned or determined by the Chief or the Chief's designee provided the over-time opportunity requires the performance of a special skill or such overtime involves the performance of a task, which has been undertaken by the particular Employee. Any over-time opportunities that arise with less than four (4) hours notice and require immediate assignment may be assigned to any Employee as determined by the Chief or the Chief's designee. No Employee, as a result of application of this Section 5 shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

In addition to the posting of overtime opportunities on a signup sheet using a rotational list system (as outlined previously in this section) and while following the rotational list system, notification may, at the Chief's discretion, or the Chief's designee's, be attempted through direct communication or by radio if the Employee is on duty. If the Employee is not on duty, notification will be attempted first by calling the Employee's phone and leaving a message (Note: If an answer phone or other person answers). If the Employee does not personally answer the phone, notification will also include a page, text, or other means of contacting the employee. The Employee will be given five minutes to return a call to the station in order to accept or decline the overtime opportunity. If the Employee does not call back within the allotted time period, the Employee will forfeit all contractual rights to the overtime opportunity.

**Section 8. Dispatchers Requests for Leave** Dispatchers accumulating compensatory time will not be denied the time off due to the fact that the day may run in conjunction with an Officer's day off, whether by vacation, compensatory, personal day or sick leave.

**Section 9. Limits on Compensatory Time Requests** "Compensatory time off" should not be requested for Independence Day celebration times, the week of the Canfield Fair, or Holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

**Section 10. Conversion of Compensatory Time at Death** Upon the death of an Employee, the former employee's last check shall include an amount equal to the sum of accumulated compensatory hours at the Employee's current rate of pay.

**Section 11. Order of Employees Required to Work** In the event that a shift can not be filled, the Chief or the Chief's designee may order an Employee to work starting with the Employee with the lowest seniority, however no Employee shall be required to work more than twelve (12) continuous hours except under emergency circumstances.

**Section 12. Paid Details Rate** Officers working client paid details will be compensated with pay only, at a rate of \$30 per hour or as mutually agreed upon, with the exclusion of Canfield Fair details and CVSA examinations which will be compensated pursuant to Section 1a of this Article.



## **ARTICLE 17    WORK SCHEDULES AND SENIORITY**

**Section 1. Seniority Defined** Seniority or Departmental Seniority is defined as an Employee's total length of continuous full-time service with the Police Department, beginning with the date of his or her appointment as a full-time Employee of the Police Department. It is agreed that any Employee who voluntarily resigns or is discharged for just cause shall suffer loss of seniority rights. Seniority in rank shall be defined as the total continuous full-time service with the Police Department in a particular rank. Sergeants will regain full Seniority or Departmental Seniority in the event they return to the rank of patrol officer or patrolman for whatever reason.

**Section 2. Probationary Period** The probationary period shall be twelve (12) months for all Dispatchers, Patrol Officers, and Sergeants positions.

**Section 3. Schedules, Lunch and Breaks** Each Employee shall regularly be scheduled to work five consecutive eight-hour days, with two consecutive days off. Such scheduled work days and hours are subject to lay-off or reduction in force by the Employer. The parties agree to discuss alternate work schedules for operational reasons. The eight-hour work day is inclusive of a one-half hour lunch or dinner break. A one-half hour lunch or dinner break may be taken when it is practical to do so.

**Section 4. Shift Trades** Employees shall be able to trade shifts, on a temporary basis with approval of the Chief of Police or the Chief's designee.

**Section 5. Shift Bid** Employees shall be allowed to bid for work shifts which will be implemented each January and July that this Agreement is in force and at any time the schedule is changed due to incurred vacancies in staffing numbers. Bid procedure for members of Bargaining Unit A, Patrol Officers, and Unit B, Dispatchers, shall utilize Departmental Seniority preference and will not include those Employees who are assigned to perform the duties of K-9 Handler, School Resource Officer MCCTC, and Detective. Bid procedures for members of Bargaining Unit C, Sergeant and Lieutenants shall utilize Seniority within Rank.. The schedule will be posted in December and June for review and bidding.

## **ARTICLE 18    HOLIDAYS**

**Section 1. Paid Holidays** All full-time Employees shall receive the following paid holidays:

1) New Years Day, 2) Martin Luther King Day, 3) President's Day, 4) Good Friday, 5) Easter, 6) Memorial Day, 7) Independence Day, 8) Labor Day, 9) Veteran's Day, 10) Thanksgiving Day, 11) Day after Thanksgiving Day, 12) Christmas Eve, 13) Christmas Day.

**Section 2. Pay In Lieu of Holidays** An Employee who is scheduled to work a normal week, regardless of holiday, will be paid by the seventh day of December, at the Employee's current regular rate of pay, for the number of holidays since the previous December 15. If the Employee works less than a full year, then the holiday pay will be prorated to reflect only the holidays which occurred while the Employee was employed by the Employer. Employees shall not have holiday pay reduced due to scheduling, sick days, vacation, or other paid leave.

**Section 3. Pay For Work On Holidays** An Employee who works on a holiday shall receive compensation at a rate of one and one half (1 1/2) times the adjusted regular rate of pay for that day, in addition to the regular holiday pay. (Note: If the Employee exceeds eight hours on a holiday, the Employee will be compensated at a maximum of 2 & 1/4 times the adjusted regular rate of pay for that period of time).

**Section 4. Limits on Vacation on a Holiday** Only one person per bargaining unit will generally be given vacation time off with the approval of the Chief of Police or the Chief's designee on each holiday. Other than the aforementioned vacation time off, personal days and compensatory time

off should not be scheduled for holidays, except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

## **ARTICLE 19 VACATIONS**

**Section 1. Prior Service Credit.** All provisions of Section 9.44 of the Ohio Revised Code have been considered in bargaining for this Article of the Collective Bargaining Agreement.

**Section 2. Accumulation and Use of Vacation Leave.** Employees shall accumulate vacation days at the following rates: If the employee is in full pay status for at least twenty (20) days during such month

<b>Years of Service - After</b>	<b>Accumulative Rate</b>
1 month through 3 years	5/6 of a day per month
3 years through 5 years	1 day per month
5 years through 10 years	1 1/4 day per month
10 years through 15 years	1 1/2 days per month
15 years through 20 years	1 3/4 days per month
20 years through 25 years	2 days per month
25 years and more =	2 1/2 days per month

Each non-probationary Employee shall take at least five (5) days vacation per year and may accumulate a maximum number of twenty-five (25) days. It is the responsibility of the Employee to plan ahead and "use or lose" the vacation time.

Each non-probationary Employee shall have the option to cash out up to forty (40) hours of accumulated vacation time once per year so long as the employee maintains at least forty (40) hours of vacation time in their vacation leave bank. Employees exercising this cash out must request the cash out by November 1<sup>st</sup>. The vacation cash out shall not count as taking the minimum required vacation days as outlined above.

**Section 3. Vacation Leave Calculated** Earned vacation shall be calculated and reported to Employees each pay period.

**Section 4. Approval Required for Vacation Leave, Limits** Vacation time shall be taken at a time approved of by the Chief of Police or the Chief's designee. Vacation time off should not be scheduled for Independence Day celebration times or the week of the Canfield Fair.

**Section 5. Transfer of Vacation Leave Within City** An Employee who has earned vacation time by reason of being employed by the Canfield Police Department shall be able to transfer their vacation time to another City of Canfield department should the Employee elect such a transfer.

**Section 6. Conversion of Vacation Leave on Death** Upon the death of an Employee, or retirement or resignation of an Employee who has put in a minimum of two weeks notice, and has unused vacation time, the Employee or estate of the Employee shall be paid for any accumulated and unused vacation time at the current regular rate, subject to a maximum of twenty-five (25) days.

**Section 7. Annual Vacation Leave Bid** Vacation dates will be bid for annually by Departmental Seniority for Bargaining Unit A and Bargaining Unit B and by Seniority in Rank for Bargaining Unit C. The initial round of bidding will be conducted prior to January 1 of each year and will be limited to a maximum of ten (10) days, five (5) of which must be consecutive. After the

initial round is complete, a second round of bidding will be conducted during which the remainder of available vacation days may be selected without restriction. Remaining vacation days may then be requested. Bargaining Unit Members will only have to bid against other Bargaining Unit Members for vacation dates and will not suffer vacation restrictions because members of another bargaining unit have made similar vacation date requests.

During the first round of bidding, each member of each bargaining unit may only bid on three holidays, provided these holidays are not already taken and provided that these holidays should not include Independence Day celebration times and Labor Day.

**Section 8. Advance of Vacation Leave** An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on vacation time. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per "serious health condition." Said vacation advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary." (For the purpose of this Agreement, the terms "family leave" and "serious health condition" shall be defined as provided in the Family and Medical Leave Act of 1993).

## **ARTICLE 20 SICK LEAVE**

**Section 1. Sick Leave Uses** Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the Employee or "immediate family" as defined in Section 7; 2) exposure by the Employee to contagious disease communicable to other Employees; 3) serious illness, injury, childbirth by the Employee or Employee's spouse, or death in the Employee's immediate family; or 4) medical, dental, or optical examination or treatment which prevents the Employee from performing assigned duties.

**Section 2. Sick Leave Earned** All full-time Employees shall earn sick leave at the rate of five (5) hours per pay [ten (10) hours per month or one and one-quarter (1 1/4) days per month] and may accumulate such sick leave to a maximum of 2000 hours (250 work days); provided, however, that an Employee shall not earn sick leave for any month unless the Employee is in full pay status for at least twenty (20) work days during such monthly period.

**Section 3. Notification for Use of Sick Leave** An Employee who is to be absent on sick leave shall notify the supervisor of such absence and the reason therefor at least one (1) hour before the start of their work shift each day the Employee is to be absent. An Employee who becomes ill or injured on duty shall be entitled to sick leave and shall notify their supervisor prior to leaving. Such notice and reason may be required to be confirmed in writing by the Employee upon return to work.

**Section 4. Increments for Use** Sick leave may be used in segments of not less than one (1) hour.

**Section 5. Satisfactory Excuse for Use of Sick Leave** Before an absence may be charged against accumulated sick leave, the Chief of Police or the Chief's designee may require the Employee to furnish a satisfactory medical excuse for absences of three (3) days or greater indicating that the absence was caused by illness or any causes listed in this Article.

**Section 6. Abuse or Misuse of Sick Leave, Physical/Medical Exams** Any abuse or misuse of sick leave shall be just and sufficient cause for discipline as may be determined by the Chief of Police or the Chief's designee. In the event the Employer determines that there is probable cause to believe that an Employee may be physically or mentally unfit to perform their job, the Employer may require a physical or mental examination, at its expense to determine fitness for the job. The Employee may submit similar medical evidence and if such evidence is contradictory the Employer and Employee's physicians shall select a third physician whose opinion of fitness shall be binding upon the parties. All medical costs shall be at the Employer's expense.

**Section 7. Immediate Family Defined** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the Employee's spouse, children or parents.

**Section 8. Transfer of Sick Leave** An Employee who transfers from this Police department to another department of the Employer shall be allowed to transfer their accumulated sick leave to the new department. Likewise, an employee who transfers into this department with accumulated sick leave shall use the transferred in sick leave time first, prior to using sick leave time earned with the City of Canfield.

**Section 9. Conversion at Retirement or Death** Upon the death, of an Employee who has at least five (5) years of continuous full-time service to the City of Canfield at the time of death, or upon the retirement of a full time Employee who has at least ten (10) years of continuous full-time service with the City of Canfield at the time of retirement; such Employee or their estate shall be entitled to receive a cash payment equal to their daily rate of pay at the time of death or retirement, multiplied by twenty-five percent (25%) of the total number of accumulated but unused sick days earned by the Employee, as certified by the Finance Director. Notwithstanding the above, the number of days shall not exceed sixty (60). Any conversion shall zero out the balance an employee's sick leave bank.

**Section 10. Advance of Sick Leave** An Employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on sick leave. Said advance shall be granted only once per "serious health condition." Said request may be approved by the Manager after reviewing medical certifications. Said sick leave advance shall not entitle the Employee to payment upon Employee's termination of service, whether voluntary or involuntary.

**Section 11. Sick Time for Cosmetic Surgery Subject to Vacation Bidding** If any absence will be the result of any cosmetic medical procedure that qualifies as sick leave, then the scheduled sick leave time off will be bid against vacation time off, after the second round of bidding is conducted in the preceding December, and will be requested, approved, or denied under the same restrictions imposed on vacation time.

## **ARTICLE 21 SICK LEAVE BONUS**

A sick day bonus of six (6) hours of pay per quarter (defined in table below) will be paid on May 30th for the first half and November 30th for the second half of each year to those full-time Employees who have taken no sick days in the respective quarter. Each quarter will be evaluated independently for use of sick time. For example, if an employee uses sick leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six (6) hours of pay on May 30.

<u>Quarter</u>	<u>Begin Date</u>	<u>End Date</u>
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

## **ARTICLE 22 MEDICAL EXAMINATIONS/DISABILITY SEPARATION**

**Section 1. Examinations.** If, at any time, the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the material and substantial duties and/or the essential functions of the employee's position, or that the employee poses a threat to the employee or others, the Employer may require the employee to submit to a medical, psychiatric, or psychological fitness for duty examination. Such examination shall be conducted by a licensed health

care professional or psychologist selected by the Employer and the Employer shall bear the cost. The employee shall have the right to get another medical opinion at the Employees expense as covered under the health insurance plan. If said opinions don't agree the doctors shall select a specialist to reevaluate the employee at the City's expense.

**Section 2. Disability Recuperation or Separation and Appeal.** Notwithstanding the provisions of this Article or any other provisions of this Agreement, an employee may be disability separated at the time it is determined the employee is unable to perform the material and substantial duties and/or the essential functions of their position unless the employee can be rehabilitated. If the required rehabilitation time is greater then the employees accumulated time off and FMLA time, they may request the City to grant them a Leave of Absence per Article 27.

If the doctor(s) don't believe the employee will be able to recuperate, the employee will, pursuant to the terms of this Agreement, be paid their accumulated, unused balance of any accumulated time they would otherwise be allowed.

## **ARTICLE 23 INJURY LEAVE**

**Section 1. Duty Injury Leave** When an Employee is injured in the line of duty while actually working for the Employer, the Employee shall be eligible for leave with compensation not to exceed ninety (90) calendar days, provided the Employee files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) the Employee would ordinarily receive as their weekly compensation as determined by law for those number of weeks the Employee receives benefits under this Article. An Employee who is injured in the line of duty shall be permitted to leave work immediately to receive medical treatment, and shall notify their supervisor prior to leaving, and shall not suffer loss of that shift's pay as a result.

**Section 2. Extension of Injury Leave** If at the end of this ninety (90) calendar day period, the Employee is still disabled, the paid leave may, at the Employer's sole discretion, be extended for an additional period(s).

**Section 3. Physical Exams** The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the Employee is actually disabled or not, and whether the Employer will extend the period of leave. The Employer shall have the right to obtain periodic reports from the physician.

**Section 4. Personal Items Destroyed in Line of Duty** Watches, up to a maximum of \$100.00 and glasses shall be repaired or replaced by the Employer when damaged or destroyed in the line of duty. Dentures damaged or destroyed in the line of duty shall be repaired or replaced by the Employer. However, the Employee must file a claim with the Worker's Compensation Bureau and any payment received from Worker's Compensation shall be signed over to the Employer.

## **ARTICLE 24 PERSONAL LEAVE**

All Employees shall, in addition to all other leave benefits, be granted one (1) paid personal leave day each calendar year to be taken (or lost) by May 30th of the succeeding year, with the advance approval of the Chief of Police or the Chief's designee. Personal Leave time off should not be scheduled for Independence Day celebration times, the week of the Canfield Fair, or holidays.

## **ARTICLE 25 FUNERAL LEAVE**

**Section 1. Funeral Leave Immediate Family** An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) for the purposes of attending the funeral of a member of the Employee's immediate family. Immediate family shall be defined to only include the Employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The Employee may request up to a maximum of four (4) work days for each death in the immediate family.

**Section 2. Funeral Leave Extended Family** An Employee shall be granted time off with pay (not to be deducted from the Employee's sick leave) one (1) day to attend the funeral of an employee's Aunt, Uncle, Niece, Nephew, or other relative living in your household under your care.

## **ARTICLE 26 JURY DUTY LEAVE**

Any Employee who is called for jury duty, either, Federal, County or Municipal, shall be paid his or her regular salary.

## **ARTICLE 27 LEAVE OF ABSENCE**

**Section 1. Leave of Absence** At the Employee's request, the Employer may authorize leave of absence, without pay, for a period not to exceed three (3) months, provided fourteen (14) days notice is submitted.

**Section 2. Administrative Leave of Absence** The Employer may place an Employee on paid "Administrative Leave" for up to twenty (20) working days for any stated purpose. Extension of paid "Administrative Leave" may be granted by the Employer.

**Section 3. Leave for Specific Administrative Positions** The Employer may place an Employee from a Bargaining Unit on unpaid "Specific Administrative Leave" from the Bargaining Unit for up to three (3) years for the specific purpose of appointment to the position of Chief of Police. Extension of "Specific Administrative Leave" may be granted by the Employer every three (3) year period for an indefinite period of time. If at any point in time the Employee resigns, is demoted, or removed from the specific position of Chief of Police, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position).

## **ARTICLE 28 FAMILY LEAVE**

**Section 1. Eligibility for FMLA** An Employee, who has been employed by the City of Canfield for at least twelve (12) months and has worked 1250 hours during the twelve-month period preceding the request for family leave, is an "eligible Employee" for family leave.

**Section 2. Conditions for Use of FMLA** Family leave is Twelve (12) weeks is unpaid and shall be granted to an "eligible Employee"

- A. Because of the birth of a son or daughter of the Employee and in order to care for such son or daughter.
- B. Because of the placement of a son or daughter with the Employee for adoption or foster care.
- C. Because of a serious health condition of the Employee that makes the Employee unable to perform the functions of the job.
- D. Because of the need to care for the Employee's spouse, son, daughter or parent with a "serious health condition."

**Section 3. FMLA Leave Available** An "eligible Employee" shall be granted, when requested, a total of twelve (12) weeks of family leave within the first twelve (12) months after a baby's birth or placement.

**Section 4. Parental FMLA** Family leave may be taken by either parent.

**Section 5. Use of FMLA** Leave for the birth or placement of a child must be taken in one block of time, unless approved by the Employer. Leave for the "serious health condition" of the employee, employee's spouse, son, daughter or parent may be intermittent.

**Section 6. Concurrent Use of Employee Accumulated Paid Leaves and FMLA** During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of his or her vacation, compensatory time and sick leave, not exceeding a total of fifteen (15) days. Then, the Employee shall take the balance of family leave as unpaid leave.

**Section 7. Requests for FMLA** An Employee is required to request leave in writing thirty (30) days prior to commencement, if possible. The Employer may request medical certification regarding the "serious health condition" and the probable duration of care.

**Section 8. Maximum Parental Leave** If both parents are employed by the same Employer, the total amount of leave provided shall not exceed twelve (12) weeks (60 working days).

**Section 9. Health Insurance During FMLA** During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.

**Section 10. Failure to Return from FMLA** If an Employee elects not to return to work after the expiration of the family leave, the Employer may recover from the Employee the cost of medical premiums paid during the unpaid portion of the leave.

#### **ARTICLE 29 OFFICER PROMOTIONS to classified positions (i.e., Detective, Sergeant, and Lieutenant)**

**Section 1. Posting of Promotional Positions** Within ninety (90) calendar days of the effective date of a vacancy, the employer shall determine the selection criteria and promotional process in filling the vacant position. The selection criteria and promotional process shall include a timeline on filling the vacancy, and a listing of the required knowledge, skills, and abilities, as well as additional assessment protocols (i.e. examinations, interviews, essay, etc.) as determined by the Chief of Police in order to assist in selecting the most qualified individual for the promotional opportunity.. The position shall then be posted for seven (7) calendar days. Interested Police Officers must submit a letter of intent within 10 days of this initial posting to the Employer. If no letter of intent is submitted within the 10 day calendar period, the Employer may appoint an Officer at the Employer's discretion.

**Section 2. Appointment** Within ninety (90) calendar days of posting the vacancy, the Employer shall, appoint from the interested Officers.

**Section 3. Probationary Period on Promotion** The probationary period for all promotions shall be twelve (12) months. The Police Chief may recommend to the City Manager the waiver of the probationary period. Sufficient documentation shall accompany said recommendation to justify the waiver. The City Manager may approve any waiver of the probationary period in writing.

**Section 4. Time to Participate in Promotional Process** Bargaining unit members who are participating in any promotional process shall be allowed reasonable time off to participate in the promotional process without loss of pay, if any testing is held during a member's regular working hours. Bargaining unit members who are participating in any promotional process will not receive any additional compensation.

#### **ARTICLE 30 COMPENSATION**

**Section 1.** Effective the first full pay period beginning January 1 of each year of the contract, the annual compensation paid shall be as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
	<u>1.5%</u>	<u>2.0%</u>	<u>2.0%</u>
Lieutenants (2)	\$79,385	\$80,972	\$82,592
Sergeants (3)	\$73,504	\$74,974	\$76,474
Position/Assignments			
Detective (1)	\$68,188	\$69,552	\$70,943
K-9 Handler (2)	\$66,902	\$68,240	\$69,605
SRO (3)	\$66,902	\$68,240	\$69,605
Patrol Officers (7)			
Patrol-After 48 mo	\$65,595	\$66,907	\$68,245
Patrol-After 36 mo	\$62,633	\$63,885	\$65,163
Patrol-After 24 mo	\$59,679	\$60,873	\$62,090
Patrol-After 12 mo	\$56,724	\$57,859	\$59,016
Patrol-Probationary	\$53,771	\$54,846	\$55,943
Dispatchers (5)			
Dispatcher-After 48 mo	\$52,665	\$53,719	\$54,793
Dispatcher-After 36 mo	\$48,769	\$49,744	\$50,739
Dispatcher-After 24 mo	\$45,155	\$46,058	\$46,980
Dispatcher-After 12 mo	\$41,811	\$42,647	\$43,500
Dispatcher-Probationary	\$38,715	\$39,489	\$40,279

**Section 2. Calculations of Hourly rate.** For purposes of determining, where appropriate, regular hourly rate of pay, the above amounts shall be divided by 2,080 hours and the result shall be the regular hourly rate of pay.

**Section 3. Employees in Step.** Officers that are in the step process (i.e. years 1-3) and given an assignment (S.R.O. or K9) shall only receive additional assignment compensation in addition to their current step.



## **ARTICLE 31. SICK LEAVE AND VACATION BUY BACK**

**Section 1 Service Requirements** In addition to the maximum severance pay allowable by this Agreement, employees who have a minimum of 20 years of service credit with OP&FRS, or 23 years of service credit with PERS, may request to convert their unused sick leave and vacation leave hours earned.

**Section 2. Conversion Available** Conversion of such leave shall be limited to a combined maximum of two hundred forty (240) hours of sick leave per year or a maximum of two hundred (200) hours of vacation leave per year, or any combination of both up to a maximum combined total of two hundred forty (240) hours per year. Only those hours of leaves accumulated while employed with the City may be converted under this Article. Enrolling in the sick/vacation leave cash out will not interfere with the employees' eligibility to earn a sick leave bonus.

**Section 3. Requests for Conversions of Leaves** Employees may make the request for the following distribution of the outstanding sum of accumulated sick time and vacation as follows.

- 1) written request to the employer at least ninety (90) calendar days in advance.
- 2) letter of understanding signed by the employee and employer that specifies, upon option selection, the final distribution (including all related payroll taxes and retirement deduction, etc.), of converted leave calculated at current dollar value at time of request.

**Section 4. Option 1:**

Three years accumulated sick and vacation entitlement shall be divided equally over three (3) years payroll at current dollar value at time of request.

**Option 2:**

Two (2) years accumulated sick time and vacation entitlement shall be divided equally over two year payroll at current dollar value at time of request.

**Option 3:**

One (1) year accumulated sick time and vacation entitlement shall be divided over one (1) year payroll at current dollar value at time of request

**Section 5. Calculations and Conditions for Leave Conversions** Upon notice from an employee for selecting the desired option, the following shall apply:

- 1) The employer will value accumulated time hours at the current effective rate:
- 2) Applicable percentages will be applied based upon the option selected. The buy-out value will be divided by appropriate remaining payrolls:
- 3) The employer and the employee will enter into an agreement setting the increased wages based upon the calculation:
- 4) any sick time or vacation entitlement required by the employee subsequent to "notification date" will be taken from subsequent sick time and vacation entitlement earned by the employee:
- 5) in the event of catastrophic illness or documented extenuating medical circumstances and upon the discretion of the Employer:
  - a) The agreement between the employee and employer shall be suspended
  - b) The employer shall restore the employee's sick time and vacation entitlement distribution back to the beginning date of notification
  - c) payments already made to the Employee under the original agreement shall be subtracted

**Section 6. Change in Pension Law Limitations on Conversion** If either of the pensions change from the present three highest year format, either party may re-open the contract to add additional options that take said changes into consideration.

## **ARTICLE 32 EDUCATIONAL AND OTHER PAYS**

**Section 1. Education Cost Reimbursement** Each full-time Officer who enrolls in and satisfactorily completes a college level law enforcement course (or related field of study), or a required or elective course, approved by the Chief of Police, at an accredited institution which can

be applied toward a, bachelor's degree or master's degree in law enforcement or related field, as determined and approved by the Chief of police, will receive 50% reimbursement for tuition, parking, and books, provided the Employee provides the Employer with receipts and proof of completion of courses and maintains academic good standing or a 3.0 accumulative grade point average. Each full-time Officer anticipating enrollment for college level classes shall notify the Police Chief of their intent at least thirty (30) days in advance of said enrollment. The Police Chief may accept or reject notifications filed with less than thirty (30) days notice. For each quarter or semester of reimbursement, reimbursement shall not exceed equivalent fees at Youngstown State University. The equivalency rates for institutions other than Y.S.U. will be determined by calculating an equivalent per/quarter or per/semester rate for Y.S.U.

**Section 2. Conditions for Officers Hired Prior to December 31, 1999** An officer hired by the City of Canfield as a police officer prior to December 31, 1999 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition and books, and quarter/semester parking permit fees receipted after January 1, 2000. Said reimbursement shall be made only if the officer completes two (2) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

**Section 3. Conditions for Officers Hired On or After January 1, 2000** An officer hired by the City of Canfield as a police officer on or after January 1, 2000 and who has earned a degree (as specified in Section 1 of this article) while in the employ of the City of Canfield as a police officer shall be reimbursed for the remaining 50% of the cost of tuition and books, and quarter/semester parking permit fees receipted after January 1, 2000. Said reimbursement shall be made only if the officer completes four (4) continuous years of employment with the City of Canfield as a police officer after receipt of said degree.

## **ARTICLE 33      UNIFORM ALLOWANCES**

**Section 1. Annual Uniform Maintenance Allowance** All Officers shall receive, by December 15<sup>th</sup> of each year of this Agreement, a maintenance allowance for uniforms in the amount of Four Hundred Fifty Dollars (\$450.00). All Dispatchers shall receive, by December 15<sup>th</sup> of each year of this Agreement, a maintenance allowance for uniforms in the amount of Three Hundred Dollars (\$300.00). The maintenance allowance will be prorated by pay period in the event that an Employee is not employed by the Employer for the entire year.

**Section 2. Bullet Proof Vests** The Employer shall provide bullet proof vests to all full-time Officers to be replaced on an inspection basis that takes into consideration vest warranty.

**Section 3. Initial Uniforms and Annual Uniform Allowance** The Employer shall provide the initial uniform to all Officers and Dispatchers. The initial uniform for Officers shall consist of: pants (2 winter & 2 summer), 2 long sleeve shirts, 2 short sleeve shirts, tie, winter coat, sweater or vestee, spring jacket, hat (summer, winter, and dress), rain cover for hat, rain coat, and dress uniform jacket. The initial uniform for Dispatchers shall consist of: three long sleeve shirts (one for dress, two embroidered), three short sleeve shirts (one for dress, two embroidered), five pair of slacks (one for dress, four duty), and one tie. The Employer shall initially provide any required new uniform items or equipment. Thereafter, the Employer shall provide an annual uniform allowance of \$1375 per year for all Officers and \$500 per year to Dispatchers, to be paid by April 30<sup>th</sup> each year for replacement of uniform items. The uniform allowance will be prorated by pay period in the event that an Employee is not employed for the entire year/12 month period prior to payment of the annual allowance. All uniform items replaced by the Employees must meet the Chief's approval for material, brand, style, fit and color.

**Section 4. Employer Provided Equipment** The Employer shall provide all leather or nylon duty equipment that the Employee is required to wear while working for the Employer. The Employer shall also provide required duty ammo, uniform jewelry, handcuffs, o. c. spray, baton, patches,

badges, radio, taser, and I.D./access cards (sewing patches on the uniform is the employees responsibility).

**Section 5. Firearms** The Employer shall provide all firearms that the Employee is required to carry while working for the Employer.

#### **ARTICLE 34 INSURANCE**

**Section 1. Employer Provided Health Insurance** The Employer will continue to provide and pay the premiums on behalf of each Employee for hospitalization, prescription, and medical service coverage for the Employee and family as provided under the Group Plan. The Employees shall contribute the percentages toward payment of the premiums with no overall per pay cap for each category of coverage as follows:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	
Single	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Child	12%	12%	12%	% per pay of the annual premium divided by 24
Employee/Spouse	12%	12%	12%	% per pay of the annual premium divided by 24
Family	12%	12%	12%	% per pay of the annual premium divided by 24

The Employer shall offer health insurance plan options to Employees as follows and depicted in the table on the following page.

- Option 1** – High Deductible Healthcare Plan with a \$4,000 Deductible that also includes a Health Reimbursement Account (HRA) in which City contributes \$3,000 to an HRA Account for Employees with Individual Coverage, and \$6,000 to an HRA Account for Employees who select Employee/Spouse, Employee/Children, and Family Coverage.
- Option 2** – High Deductible Healthcare Plan with a \$4,000 Deductible that also includes a Health Savings Account in which City contributes \$2,000 to an HSA Account for Employees with Individual Coverage, and \$4,000 to an HSA Account for Employees who select Employee/Spouse, Employee/Children, and Family Coverage.
- Option 3** – Low Deductible Healthcare Plan with \$2,800 deductible.

City of Canfield			City of Canfield			City of Canfield		
Plan Overview			Option 1			Option 2		
Effective Date:			January - December of Plan Year			January - December of Plan Year		
Network:			MIMO			MIMO		
High Deductible Health Plan-W/HRA			2021 Rates			2021		
HRA Contribution From City:			XS Re/MIMO			XS Re/MIMO		
Individual \$ 3,000			\$4,000 Deductible			\$4,000 Deductible		
Family \$ 6,000								
Benefits			IN-NETWORK OUT-OF-NETWORK			IN-NETWORK OUT-OF-NETWORK		
Deductible								
Per covered Individual			\$4,000.00			\$4,000.00		
Per covered Family			\$8,000.00			\$8,000.00		
Out-of-Pocket Maximum			\$12,000.00			\$12,000.00		
(Includes Calendar year deductible)			\$20,700.00			\$20,700.00		
Per covered Individual			\$6,900.00			\$6,900.00		
Per covered Family			\$13,800.00			\$13,800.00		
Inpatient Hospital (after deductible)			0%			0%		
Office Visit Copay			\$30.00			N/A		
Urgent Care Copay			\$75.00			N/A		
Emergency Room Copay			\$400.00			N/A		
Adult Preventive Care			100%			100%		
Well Child Care			100%			100%		
All Other Covered Medical Expenses			30%			30%		
Retail Prescriptions:			Generic RX Co-Payment: \$10.00			Generic RX Co-Payment: N/A		
			Preferred Plan RX Co-Payment: \$40.00			Preferred Plan RX Co-Payment: N/A		
			Non-Preferred RX Co-Payment: \$70.00			Non-Preferred RX Co-Payment: N/A		
Mail Order Prescriptions			Generic RX Co-Payment: \$25.00			Generic RX Co-Payment: N/A		
			Preferred Plan RX Co-Payment: \$120.00			Preferred Plan RX Co-Payment: N/A		
			Non-Preferred RX Co-Payment: \$210.00			Non-Preferred RX Co-Payment: N/A		

**Section 2.** The Employer will provide each Employee with vision and dental insurance coverage at least equivalent to that, which was provided under the previous contract.

**Section 3. Life Insurance** The Employer will provide and pay the full premium for all Employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollars (\$35,000).

**Section 4. Professional Liability Insurance** The Employer shall provide professional liability coverage for all Employees of the bargaining units whose jobs may require such coverage as determined by the City Manager.

**Section 5. Health Care Committee** The Employer/OPBA will staff a Health Care Committee that will meet twice annually or as otherwise determined necessary by the employer/OPBA to review current health care policies and trends. The goal is to find the best policies for the City in terms of both price and level of benefits.

## **ARTICLE 35 MISCELLANEOUS**

**Section 1. Medical Exams** In any instance where the Employer sends an Employee for a medical examination, The Employer shall pay the cost of the examination and shall pay the Employee for the time expended taking such examination.

**Section 2. Liability** Except where an Employee is found by a Court to have acted in a willful, wanton or malicious manner, the Employer shall indemnify and hold harmless all Employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such Employee arising from or because of any action or inaction by such Employee in the course of and scope of employment while on duty for Employer.

**Section 3. Issuance of Pay** Pay checks/Direct deposit will be issued on the 15th (for the preceding 16<sup>th</sup> through the last day of the month work period) and 30th (for the preceding 1<sup>st</sup> through the 15<sup>th</sup> work period) of each month and shall show the number of hours worked, both regularly and in overtime capacity.

**Section 4. Dispatchers Performance Objectives** All Full time Dispatchers shall complete annual dispatch performance objectives. Performance objectives shall be completed by November 15<sup>th</sup> of each year and upon successful completion, dispatchers will receive \$775 paid on December 15<sup>th</sup>. The performance objectives will consist of the following: (1) EMD - 24 hours continuing education, 32 hours for EMD-Q, CPR and First Aid training re-certification. (2) LEADS – security awareness training. (3) APCO – telecommunicator training course.

**Section 5. Health and Safety** The Employer will take reasonable precautions to protect the health and safety of Employees while they are on duty.

**Section 6. Vehicle Use** The Employer will not require any Employee to use his or her own personal vehicle while on duty for the Employer. Employees will use city vehicles for travel to training, meetings and for other city business; unless, private vehicle use is authorized by the Employer. The Employer will reimburse Employees for authorized use of private vehicles at the current IRS mileage rate.

**Section 7. Off-Duty Work** An Employee may be employed in any off-duty occupation provided that it is not law enforcement related, nor in violation of Federal or State law, nor does it interfere with the Employee's obligations to render full and adequate service to the City of Canfield. Dispatchers may be employed by other law enforcement related entities. All off-duty occupations shall be approved of by the Chief of Police.

**Section 8. Ordered Training** Employees ordered to attend training sessions, schools, seminars, or other assigned functions, shall attend such functions at the Employer's expense. An Employee ordered to attend such training shall be compensated in accordance with the terms of this Agreement.

**Section 9. Annual Training for Dispatchers** The Employer will provide each Dispatcher with at least sixteen (16) hours of certified training at an approved location on a yearly basis. Any costs for tuition, travel, and miscellaneous expenses will be paid by the Employer.

**Section 10. Transportation for Employees Residing in the City** Each Employee who resides within the City may elect to be transported to and from the police department prior to and immediately after their assigned work shift except when not feasible due to an emergency. Employees who reside in the City of Canfield have the right to drive to and from work but must notify the department of their intentions. In the event the Employer is unable to transport the Employee to the police department prior to their assigned work shift then the Employee shall be compensated as if the Employee arrived on time at the police department for their assigned work shift. Employees who are being transported to the police department agree to be ready for transport no later than fifteen (15) minutes prior to the start of the shift, at no additional cost to the Employer. Employees who regularly fail to abide by this pick-up time will forfeit their rights under this section after notification by the Employer.

**Section 11. Practice Ammunition** The Employer will provide each Officer with one-thousand (1000) rounds of practice ammunition annually excluding duty ammo used during annual qualifications. The Employer will provide for at least one hour of range time per month at range facilities approved of by the Employer.

**Section 12. Dispatchers Search or Guard of Prisoners** Dispatchers may refuse to conduct searches or guard prisoners and such refusal shall not constitute grounds for disciplinary action.

**Section 13. Reasonable Breaks for Dispatchers** The Employer shall provide reasonable paid breaks for dispatchers throughout each shift, when feasible to do so.

## **ARTICLE 36 ANNUAL PHYSICAL FITNESS ASSESSMENTS AND BONUS METRICS**

**Section 1. Physician Sign Off** Any officer or dispatcher that elects to participate in the annual fitness assessment must have a physician sign off on the current job description indicating the employee is capable of performing all expectations and the physician must also sign off on the fitness requirements indicating their patient is capable of performing the required tasks. Both documents must be updated annually.

**Section 2. Annual Physical Fitness Assessments for Officers** Officers may elect to participate in an annual physical fitness assessment. Officers who pass this assessment will receive a physical fitness bonus as outlined below, at the officer's current hourly rate of pay, which will be paid by December 15<sup>th</sup> of each year the physical fitness assessment is successfully passed. The physical fitness assessment will be held on one day in the spring and on one day in the fall as designated by the chief of police or the Chief's designee. Officers may elect to attend one, but not both scheduled dates as a paid training event. The physical fitness assessment standards are as follows:

<b>POLICE OFFICER PHYSICAL FITNESS BONUS METRICS</b>				
<b>TASK</b>	<b>Pass standard (2 days Pay)</b>	<b>Exceeds Standard (3 days pay)</b>	<b>Exceeds Standard Plus (5 days pay)</b>	<b>Other Info</b>
1.5 Mile Run	14:54 minutes	14:16 minutes	13:46 minutes	
Standard Push-up	27	34	45	(no time limit)
Sit-ups	28	35	46	(bent knee)

**Section 3. Fitness Bonus (Dispatchers)** Dispatchers may elect to participate in an annual physical fitness assessment. Dispatchers who pass this assessment twice in one year will receive a physical fitness bonus as outlined below, at the dispatcher's current hourly rate of pay, which will be paid by December 15<sup>th</sup> of each year the physical fitness assessment is successfully passed. The physical fitness assessment will be held on one day in the spring and on one day in the fall as designated by the Chief of police or the Chief's designee. Dispatchers must attend both sessions and successfully pass both. Dispatchers will be paid for both spring and fall as a paid training event. The physical fitness and assessment standards are as follows:

DISPATCHER PHYSICAL FITNESS BONUS METRICS					
TASK		Pass standard (2 days Pay)	Exceeds Standard (3 days pay)	Exceeds Standard Plus (5 days pay)	
	Age Group	25 <sup>th</sup> percentile	45 <sup>th</sup> percentile	65 <sup>th</sup> percentile	Other Info
Balke Treadmill	20-29	12:04 minutes	15:00 minutes	17:45 minutes	Female
	30-39	11:00 minutes	13:30 minutes	16:00 minutes	
	40-49	10:00 minutes	12:00 minutes	14:14 minutes	
	50-59	8:00 minutes	10:00 minutes	12:00 minutes	
Balke Treadmill	20-29	17:00 minutes	19:26 minutes	22:00 minutes	Male
	30-39	15:40 minutes	18:15 minutes	21:00 minutes	
	40-49	14:20 minutes	17:00 minutes	20:00 minutes	
	50-59	12:00 minutes	14:56 minutes	17:00 minutes	

#### ARTICLE 37 LAYOFFS

**Section 1. Order of Layoff** In the event of a layoff situation, members of the bargaining units will be laid off in accordance with their departmental seniority (last hired, first laid off).

**Section 2. Right to Recall From Layoff** A member of a bargaining unit who is laid off shall be subject to recall from layoff for a period of three (3) years.

**Section 3. Period for Recall From Layoff** A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

**Section 4. Part-Time Employees Laid Off First** Before any full-time Employees may be laid off, all part-time Employees will be first laid off.

#### ARTICLE 38 RETENTION OF BENEFITS

All of the Employer's ordinances, resolutions and practices, etc., shall remain in full force and effect during the life of this Agreement, except to the extent that such ordinances, resolutions and

practices, etc., conflict with the terms of this Agreement, in which case the terms of this Agreement shall be deemed as superseding such ordinances, resolutions and practices.

#### **ARTICLE 39 SAVINGS CLAUSE**

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed as severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the OPBA will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

#### **ARTICLE 40 DURATION OF AGREEMENT**

**Section 1. Opportunity to Make Proposals** The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

**Section 2. Walver** Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

**Section 3. Entire Agreement** This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the OPBA and except as otherwise noted herein shall become effective January 1, 2021, and shall remain in full force and effect until if either party desires to make any changes in the Agreement for a period subsequent to December 31, 2023 notice of such desire shall be given prior to November 1, 2023. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract.

#### **ARTICLE 41 LIGHT DUTY**

**Section 1. Employer Determined Availability** The availability of light duty assignment will be at the sole and exclusive discretion of the Employer.

**Section 2. Requests for Light Duty** The Employee may request a light duty assignment, and, such request must be in writing to the Employer. Alternatively, the Employer may require an employee to report for light duty subject to the conditions established in this Article. The Employer may then, at its discretion, create by memorandum a modified job description detailing specific light duty tasks which take into consideration the particular nature of the Employee's illness or injury. The Employee shall provide a medical report from a treating physician stating the illness or injury which inhibits the Employee from performing normal duties, but would permit the Employee to perform the light duty tasks defined in the modified job description. The Employer may, at its discretion, require that the Employee be examined by another physician, designated and paid for by the Employer, in order to confirm the Employee physician's opinion.

**Section 3. Medical Reports** If light duty is granted, the Employer may require that the Employee provide a medical report from the Employee's physician every two weeks in order to reaffirm the continued need for, and ability to perform, the designated light duty assignments. Before an Employee on light duty is returned to regular duty status, such Employee shall provide a medical report from their treating physician stating that the Employee is medically capable of performing the Employee's normal duties as defined by the Employee's regular job description.



**Section 4. Light Duty Exempt From Overtime Rotation** Employees while on light duty assignment are exempt from the overtime rotational list as contained in Article 17, Section 6 of the Agreement.

**Section 5. Limits on Time on Light Duty** Light duty assignment may not exceed 30 work days per Employee within any consecutive twelve month period.

**Section 6. Hours of Work for Light Duty** The Employer shall determine the hours of work for light duty assignments, and, will make effort to ensure , the Employee be assigned to the shift that the Employee would have normally worked.

**Section 7. Duties While on Light Duty** While performing light duty work, the Employee shall not perform any duties other than those specifically assigned by the Employer as contained in the memorandum of modified job description. The Employee is expected to perform and complete the assigned tasks. If the Employee fails to perform the assigned tasks and the Employer has taken reasonable measures to counsel the Employee on such performance deficiencies, the Employee may be denied further light duty status at the exclusive discretion of the Employer, at which time such Employee will be immediately returned to sick leave status.

**Section 8. Waiver of Worker's Comp** Light duty assignment shall not be granted unless the Employee signs a Waiver and Release which would effectively hold the Employer harmless for any Workers Compensation claims in the event that the particular existing illness or injury which gave rise to the Employee's then current disability would be aggravated while on light duty assignment.

#### **ARTICLE 42 LABOR MANAGEMENT COMMITTEE**

**Section 1. Labor-Management Committee Established** In the interest of good labor management relations, the parties agree to create a Labor Management Committee consisting of one member from each of the three bargaining units.

**Section 2. Purpose of Committee** This Committee will be used to:

- a) Discuss the administration of this Agreement.
- b) Bargain with the Employees on mid term changes made by the City which affect the Employees as required by chapter 4117 O.R.C.
- c) Discuss differences which have not been processed beyond the final step of the Grievance Procedure.
- d) Disseminate general information of interest to the parties.
- e) Discuss ways to improve the delivery of services.
- f) Consider and discuss health and safety matters relating to members of the bargaining unit.

**Section 3. Scheduling Labor-Management Meetings** Labor management meetings will be held at the request of either the Employer or the Labor Management Committee and shall be scheduled as soon as possible at mutually agreed upon dates and times.

**Section 4. Agenda** The party requesting the meeting shall furnish an agenda at least five working days in advance of the scheduled meeting, or a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending.

**Section 5. Time to Attend** Members of the Labor Management Committee shall be allowed reasonable time off to participate in labor management meetings if held during a member's regular working hours without the loss of pay.

#### **ARTICLE 43 MID-TERM BARGAINING**

**Section 1.** Mid-term bargaining shall be defined as bargaining, required by chapter 4117 O.R.C., that takes place between the date of execution and the date of expiration of this agreement. The

dispute resolution defined here in shall not be used as a resolution process to settle successor agreements.

**Section 2.** All mid-term bargaining shall take place with the Labor Management Committee or its representative(s).

**Section 3.** When the Labor Management Committee and the Employer are unable to reach an agreement, the issue may be taken to Arbitration as defined in Article 13, by a majority vote of the labor management committee or by the Employer. Nothing in this agreement shall prevent the withdrawal of proposed issues.

**Section 4.** All members of the Labor Management Committee shall be notified personally at least five (5) business days (excluding holidays) prior to the meeting. Each member shall have the right to allow another member of the bargaining unit or an OPBA Representative to attend a meeting in his or her absence. The failure of any member of the bargaining unit to attend a meeting shall not prevent the meeting from proceeding.

#### **ARTICLE 44 CANINE HANDLER (K-9) ASSIGNMENT**

**Section 1. Position** The Employer may establish an assignment for K-9 Handler.

**Section 2. Bargaining Unit of Assignment** The assignment of K-9 Handler shall be maintained within the Bargaining Unit A.

**Section 3. Appointment** The assignment of K-9 Handler shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police.

**Section 4. Assignment From Unit C** If the assignment is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

**Section 5. Relinquishment of Assignment** The Bargaining Unit Member K-9 Handler shall relinquish said assignment upon written resignation, retirement, or by revocation action by the Employer. Revocation by the Employer will not be considered as grounds for the filing of a grievance.

**Section 6. Exempt From Shift Bid** The assignment of K-9 Handler shall be exempt from shift bidding.

**Section 7. Maximum Assignment** The assignment of K-9 Handler is open to a maximum of two officers.

**Section 8. Compliance With FLSA** It is the intent of this provision to provide full compensation to a canine handler as required by the Fair Labor Standards Act for the care, feeding, grooming, exercising and boarding of a City of Canfield canine. Accordingly, each canine handler shall be allotted one paid day off every calendar month (i.e., canine maintenance day). The canine handler may request a certain day off, however this is at the discretion of the Chief of Police or the Chief's designee to ensure the efficient operation of the department's manpower.

**Section 9. Vehicle Assignment** The Employer shall, when practicable, assign the canine team a canine patrol vehicle to be used for the transportation of the canine to and from the officer's residence and duty station, to and from all call out assignments, and to and from all veterinary appointments and training situations. It is further agreed that the use of the vehicle off-duty is restricted and may only be used when the officer is involved in a duty related function.

**Section 10. Employer Responsibilities** Additional Employer responsibilities:

- 1) The Employer agrees to purchase the necessary type and amount of food needed to maintain a healthy canine.
- 2) The Employer agrees to pay any and all necessary medical and veterinary expenses for the dog.

- 3) The Employer agrees to provide the initial training of the officers and canines, and any mandated certification or re-certification of officer or dog will be conducted on departmental time.
- 4) The Employer agrees that after the dog has been judged, by mutual agreement, to be unfit for continued police service, the handler will be sold the canine for one dollar (\$1.00). Such provision is to be effective after at least one year of completed service.
- 5) The Employer agrees to pay for the housing of the canine in the event the officer goes on vacation out of town equal to that of the officer's approved vacation days per year.
- 6) The Employer shall reimburse each K-9 Handler up to one thousand five-hundred dollars (\$1,500.00) for the containment of each police work dog. This one-time reimbursement will be distributed for each new K-9 team upon the furnishing of a receipt and documentation showing the containment has been constructed. Containment shall be defined as a kennel, fence, or any other apparatus approved by the Chief of Police or the Chief's designee to protect and contain the police work dog.

**Section 11. Officer's responsibilities:**

- 1) The officer agrees to house the canine at officer's own residence.
- 2) The officer agrees to be responsible for the health, safety, and supervision of the dog both on and off duty.
- 3) Maintenance of the canine is to include regularly scheduled veterinary visits, daily grooming and upkeep, and bathing of the canine to be conducted on the officer's extra scheduled day off provided each month pursuant to this agreement.
- 4) The officer agrees to properly clean and maintain the canine cruiser at all times and to disinfect the interior when so required.
- 5) Officers assigned as canine handler after 01-01-97 agree to stay employed with the Canfield Police Department for at least five years from the date of completion of basic dog training.
- 6) Officers assigned as canine handler after 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers will be held financially liable for the cost of the dog and have first opportunity to purchase the dog based on a pro-rated formula. The formula will be computed in the following manner. The cost of the dog and the initial training would be added and then divided by 60 to equal five years. If an officer leaves early, then the number of months remaining from the 60 month commitment would be multiplied by the cost per month. An example of this formula would be the following: The dog cost \$6,500.00 and the initial training cost \$500.00. The total cost would be \$7,000.00 divided by 60 = \$116.66 per month for every month left on the five year commitment. The officers will be exempt from this condition if the dog can be satisfactorily retrained to be used by other officers. The City will make every effort to train another handler.
- 7) Officers assigned as canine officers prior to 01-01-97 agree that if they voluntarily leave employment with the City of Canfield with the exception of disability leave, or decide that they no longer wish to be a canine handler prior to the end of the five year period, the officers may purchase the dog at a cost to be determined by using the pro-rated formula outlined above.

## **ARTICLE 45     DETECTIVE CLASSIFICATION**

**Section 1. Maximum Positions**     The positions of Detective is open to a maximum of two officers

**Section 2. Filling Detective Assignment**     The positions of Detective shall be filled from the membership of Bargaining Unit A or C, and shall be filled by appointment of the Chief of Police pursuant to Article 30, Promotions.

**Section 3.** If the position(s) is filled from Bargaining Unit C, the member shall relinquish said Sergeant's position immediately.

**Section 4. Relinquishment of Detective**     The Bargaining Unit Member Detective shall relinquish said position upon written resignation, retirement, promotion or by revocation action by the Employer for just cause.

**Section 5. Exempt From Shift Bid**     The positions of Detective shall be exempt from shift bidding.

## **ARTICLE 46     MISCELLANEOUS RETIREMENT BENEFITS – DUTY WEAPON**

Upon retirement, under the guidelines of Ohio Police & Fire Pension Fund, or other successor organizations any Employee of Bargaining Unit A or C may purchase their assigned duty weapon, weapon magazines, and holster from the Employer for a fee not to exceed one (1) dollar. The duty weapon in question must be a minimum of three (3) years old.

## **ARTICLE 47     REQUEST FOR DAYS OFF**

Time off (i.e., vacation, compensatory, and/or personal leave) should not be requested for any holiday whenever a member of the same bargaining unit has already been approved for time off (i.e., vacation, compensatory, and/or personal leave), except for members of Bargaining Units A and C who work a shift that is determined by Chief or the Chief's designee as not being a business necessity.

## **ARTICLE 48     LIEUTENANT and SERGEANT CLASSIFICATION**

**Section 1.** The Employer will maintain two (2) Lieutenants and three (3) Sergeants for a total of five (5) supervisors.

**Section 2.** The classification of Lieutenant and Sergeant shall be maintained within the Bargaining Unit C.

**Section 3.** The classification of Sergeant shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police following the guidelines for Promotion outlined in Article 29. The classification of Lieutenant shall be filled from the membership of Bargaining Unit C, and shall be filled by appointment of the Chief of Police following the guidelines for Promotion outlined in Article 29.

**Section 4.** The Bargaining Unit Member classified as Sergeant shall relinquish said classification upon written resignation, retirement, promotion or by appropriate revocation action by the Employer for just cause. If at any point in time the Employee is terminated, resigns, is demoted, or removed from the specific classification of Lieutenant or Sergeant, the Employee shall maintain full rights under the contract based on "seniority" (i.e., hiring date for the original bargaining unit position as a patrol officer).

**ARTICLE 49 SCHOOL RESOURCE OFFICER, MCCTC and CLSD CLASSIFICATION**

**Section 1.** The Employer may establish assignments for "School Resource Officer (SRO) for The Mahoning County Career and Technical Center (MCCTC) and the Canfield Local School District (CLSD)". At the current time, the MCCTC Will have one (1) SRO and the CLSD will have two (2) assigned.

**Section 2.** The assignment of School Resource Officer MCCTC and CLSD shall be maintained within Bargaining Unit A.

**Section 3.** The assignment of School Resource Officer(s) MCCTC and CLSD shall be filled from the membership of Bargaining Unit A, and shall be filled by appointment of the Chief of Police.

**Section 4.** The bargaining unit member assigned as School Resource Officer(s) MCCTC and CLSD shall relinquish said position upon written resignation, retirement, promotion, revocation by the Employer. Revocation by the Employer will not be considered as grounds for filing a grievance.

**Section 5.** The assignments of School Resource Officer MCCTC and CLSD shall be exempt from shift bidding, and at the end of the school year (summer months), all SRO's will bid on one (1) of three (3) set shifts as determined by the Chief of Police or his designee. The three shifts will include one day turn, on afternoon turn, and one midnight turn. All shifts will contain two (2) consecutive days off. Bid procedures for members assigned to SRO shall utilize seniority within SRO assignment.

**Section 6.** The assignments of School Resource Officer MCCTC and CLSD is open to a maximum of one officer at MCCTC and two officers at CLSD for a total of three assignments.

**ARTICLE 50 EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For The OPBA**

**For The Employer**

\_\_\_\_\_  
**Unit A**

\_\_\_\_\_

\_\_\_\_\_  
**Unit B**

\_\_\_\_\_

\_\_\_\_\_  
**Unit C**

\_\_\_\_\_

\_\_\_\_\_  
**OPBA Director**

\_\_\_\_\_

Introduced by: \_\_\_\_\_

Motion No: \_\_\_\_\_

A MOTION ACCEPTING THE WATER AND SANITARY SEWER UTILITIES  
FOR THE LAND DEVELOPMENT PLAN KNOWN AS MILLENNIAL MOMENTS,  
PHASE 1 LOCATED WITHIN THE MILLENNIAL MOMENTS JEDD TERRITORY

WHEREAS, the Council of the City of Canfield desires to accept water and sanitary sewer utilities for the land development plan known as Millennial Moments, Phase 1 located in the Millennial Moments JEDD Territory, Canfield Township, Mahoning County, Ohio; and

WHEREAS, the Subdivider shall post a two-year maintenance bond in the amount of 10% of the actual construction costs of the improvements installed; and

WHEREAS, the City Engineer has approved and certified in writing that said improvements have been constructed and completed in a satisfactory manner.

NOW, THEREFORE, IT IS HEREBY MOVED BY THE COUNCIL OF THE CITY OF CANFIELD, OHIO:

Section 1: The Council of the City of Canfield accepts Millennial Moments, phase 1, as it pertains to public right-of-way and accepts all water utility easements and sanitary sewer easements identified in Exhibit 1 attached hereto.

Section 2: That this acceptance is contingent upon posting of a Maintenance Bond in the amount of 10% of the actual construction costs of the improvement.

Section 3: That this Motion and all deliberations relating to the passage of this Motion were held in open meetings of this Council, all pursuant to Section 121.22 of the Ohio Revised Code and Section 3.11 of the Charter of the Municipality of Canfield.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2022.

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

Certification of Publication

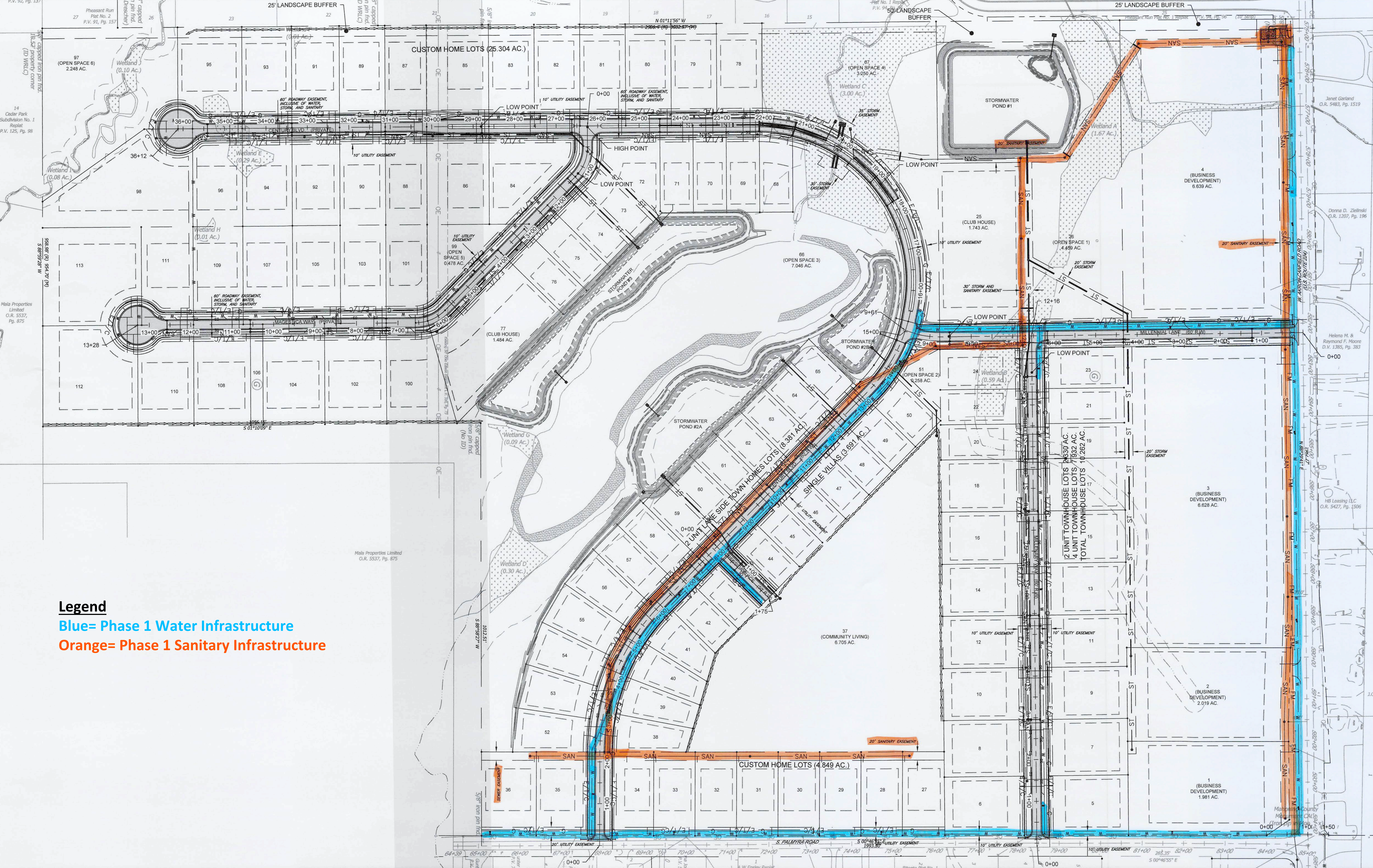
I, the undersigned Clerk of Council of the City of Canfield, Ohio, hereby certify that the foregoing Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to-wit: \_\_\_\_\_

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

APPROVED AS TO FORM:

\_\_\_\_\_  
MUNICIPAL ATTORNEY





**Legend**  
Blue= Phase 1 Water Infrastructure  
Orange= Phase 1 Sanitary Infrastructure

EXISTING LEGEND			
— 1100 —	EXISTING MAJOR CONTOUR	⊕	EXISTING GAS VALVE
- - - - -	EXISTING MINOR CONTOUR	W	EXISTING WATER LINE
- - - - -	EXISTING PROPERTY LINE	W	EXISTING FIRE HYDRANT
- - - - -	EXISTING R/W LINE	W	EXISTING WATER VALVE
- - - - -	EXISTING FENCE	SAN	EXISTING SANITARY LINE
- - - - -	EXISTING EDGE OF ROAD	⊕	EXISTING SANITARY MANHOLE
- - - - -	EXISTING STRUCTURE	⊕	EXISTING POWER POLE
- - - - -	EXISTING GAS LINE	OE	EXISTING OVERHEAD
— UE —	EXISTING UNDERGROUND ELECTRIC LINE	— W —	EXISTING STREAM
— — — — —	EXISTING TREELINE	— W —	EXISTING SOILS
— — — — —	EXISTING WETLANDS	— — — — —	EXISTING FRINGE WETLANDS
— — — — —	EXISTING RIPARIAN BUFFER	— — — — —	EXISTING LIMITS OF DISTURBANCE

PROPOSED LEGEND			
— 1100 —	PROPOSED MAJOR CONTOUR	— ST —	PROPOSED STORM PIPE
- - - - -	PROPOSED MINOR CONTOUR	⊕	PROPOSED STORM MANHOLE
- - - - -	PROPOSED LOT BOUNDARY	⊕	PROPOSED CATCH BASIN
- - - - -	PROPOSED RIGHT OF WAY	W	PROPOSED WATER LINE
- - - - -	PROPOSED SETBACK	⊕	PROPOSED FIRE HYDRANT
- - - - -	PROPOSED SANITARY PIPE	⊕	PROPOSED WATER VALVE
⊕	PROPOSED SANITARY MANHOLE	G	PROPOSED GAS LINE
— E/T/C —	PROPOSED ELECTRIC/TELECOMMUNICATIONS CABLE	— — — — —	PROPOSED LIMITS OF DISTURBANCE

**NOTES.**

1. STORMWATER DETENTION FOR BUSINESS LOT #4 WILL NEED TO BE SUPPLIED WHEN THE LOT IS DEVELOPED.

0 100 200

SCALE: 1"=100'



**WALLACEPANCHER GROUP**  
1085 S. Hermitage Rd.  
Hermitage, PA 16148  
Phone: (724) 881-0185  
www.wallacepancher.com

**LAND DEVELOPMENT PLAN**  
MILLENNIAL MOMENTS RESIDENTIAL DEVELOPMENT

**FJA DEVELOPERS, INC.**  
3448 WINNER CIRCLE  
CANFIELD, OHIO 44406

PREPARED FOR:

STATE OF OHIO  
**DANIEL P. WALLACE**  
E-59404  
REGISTERED PROFESSIONAL ENGINEER

REVISION INFORMATION:			
DATE:	CHECKED:	DRAWN:	REVISION
03-20-2020	JMK	MAC	REVISED PER DEPT. OF CANFIELD ENGINEER REVIEW COMMENTS
06-10-2020	JMK	MAC	REVISED PER DEPT. OF CAMPAIGNING COUNTY ENGINEER REVIEW COMMENTS
08-24-2020	JMK	MAC	FINAL RECORDED SET
02-23-2021	JMK	MAC	REVISED FOR CONSTRUCTION

**OVERALL UTILITY EXHIBIT**

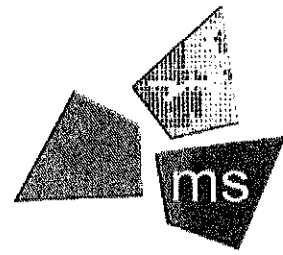
DATE: 01/23/20  
PROJECT NO: 21268  
SHEET NO: SP-04A



# **ms consultants, inc.**

engineers, architects, planners

333 East Federal Street  
Youngstown, Ohio 44503-1821  
p 330.744.5321  
f 330.744.5256



August 17, 2022

Mr. Wade Calhoun  
City of Canfield  
104 Lisbon Street  
Canfield, Ohio 44406

**RE: Millennial Moments Development  
Phase 1- Water & Sanitary Utility Installation**

Dear Mr. Calhoun:

ms consultants, inc. has reviewed the submitted data prepared and provided by FJA Developers, WallacePancher Group and S.E.T. Inc., for the water and sanitary utility installation associated with Phase 1 of the Millennial Moments development.

Based upon review of the submitted information, the water and sanitary utilities conform with the approved plans and the testing requirements have been met. The Developer is required to submit a two-year maintenance bond in the amount of 10% of the total construction cost of \$924,983 (as submitted by the Developer). The City of Canfield may move forward with acceptance of the Phase 1 water and sanitary infrastructure within the public right-of-way, contingent upon receipt of the maintenance bond.

The following documents were utilized as part of the review process and have been sent to your attention via a Newforma file transfer for the City's records:

- As-Built Drawings
  - Sanitary Sewer As-Built (Provided by FJA Developers)
  - Sanitary Sewer As-Built (Professional Surveyor Certification of Manhole Locations)
  - Waterline As-Built (Provided by FJA Developers)
  - Force Main/Pump Station As-Built (Provided by S.E.T. Inc.)
- WallacePancher Group- Utility Certification Letter
- WallacePancher Group- Sanitary Sewer & Manhole Testing
- Inspection Reports (prepared by FJA Developers)
- Inspection Reports (prepared by ms consultants, inc.)

It is important to note that inspection reports provided by FJA Developers indicate that construction work began September 14, 2021. Representatives of ms consultants, inc. were not present for work completed prior to November 16, 2021.

Should you have any questions please do not hesitate to reach out at your convenience.

Sincerely,

A handwritten signature in cursive script that reads "Steve Preston".

Steve Preston, P.E.  
ms consultants, inc.

cc: File: 61-20573-00  
Mark Fortunato- Law Director  
John Rapp- Public Works Superintendent  
Mike Cook- Zoning Inspector



MINUTES  
CANFIELD CITY COUNCIL  
**REGULAR MEETING**  
JULY 13, 2022-5:30 P.M.

The meeting was called to order by John Morvay, President of Council, followed by the Pledge of Allegiance. The Clerk called the roll to which a quorum responded as follows: Mr. Dragish, Mr. Morvay, Mr. Nacarato, Mr. Neff and Mr. Tieche.

Staff present: Christine Stack-Clayton, Finance Director; Charles Colucci, Chief of Police; Mike Cook, Zoning Inspector; and John Rapp, Public Works Superintendent.

MR. MORVAY: At this time, Mr. Zehentbauer, will you present your presentation?

Under **PROCLAMATIONS & PRESENTATIONS**

MR. ZEHENTBAUER: Everybody knows me from school as Mr. Z. It's easier. I'm not insulted if somebody butchers my name. I'm making sure I take my notes on my phone. I want to thank you for allowing me to come tonight. I'll be brief in my comments. Mostly, I don't come to council meetings, we're a resident of your district. I spend more time here, than I do in Hanoverton, where I live. I probably ran, it doesn't look like it, everyone of your streets, in the city at probably numerous times. Me and a couple of your residents spend a lot of time here walking and running your streets. I appreciate what you do with the sidewalks and everything. It's a safe place. I love it. I do enjoy working in Canfield. I appreciate the partnerships. I will tell you that Chief Colucci and Hutch have become friends over the years. It's great support a great relationship. We love that partnership. I think I'd be remiss if I didn't publicly thank them. I often say, between us and ESC, we're probably your largest employer, I'm guessing. I think that's pretty cool. You serve us well. I don't have any complaints. Everybody cringe, I'm a public official in a little town and I know when people come here unannounced. The school safety piece has been a big issue. I talked to Assistant Chief Weamer about adding an extra SRO in our building. I know that has to run through the Council. That will possibly have to be an employment issue. We believe it's within our contract, we contract with you guys for services. The reason I'm coming now is because (I probably should have come 5 months ago) we put together a safety committee; which your folks sit on. I'd be glad to have anybody from Council sit on that. I know that obviously what happens at the career center is part of your city and that's a concern to your citizens. We want to have a safe environment. We feel like we do. So, probably the number one item was, we went from about 800 students probably 3 years ago, with our STEMJ Students, we're about 1,150 now. There is a big increase in the number of students and the number people that are in your city more. They're passing through. So, as I joke with the police officers and your officers, I want you to understand, if our kids are racing through your town, doing things, please call me, you got my cell phone, I passed out my card. We keep a pretty good lid on it. Our kids, I call them our kids, we do have Canfield students both in our STEM School and our high school but we serve 13 districts. Basically, I just wanted to make you aware. That will be a conversation you'll have to have. Wade has been outstanding

to work with and Mike. They've all been really good. So, we have this good relationship. But we're going to need another SRO; which means you're going to have to hire. I wanted to make sure that happens. I have to go back to my board on Monday and put the request through and obviously through our board, also. I want to make sure that if there are any issues or anything. I'm not looking for a decision right now. That's something you have to decide. It's a personnel issue. But that's the staffing, Chuck, is that.....

CHIEF COLUCCI: That's accurate. The one thing I want to impress upon the Council and our community is that increase in the number of students that are at the Vocational School. We said, 750 to pushing 1200?

MR. ZEHENTBAUER: Yes.

CHIEF COLUCCI: We often get questioned, why are there so many police officers? Why does Canfield have the number of cops that we have? To be able to fulfill our Mission is to not only be able to respond to calls but be proactive. I know this community is comfortable with the way we do our job. That is to be both reactive and proactive. That's the Mission that I was brought in under and we've carried on. With the increase in student in this, this past year alone, how busy Officer Sroka was at the Vocational School, it's pretty much been reactive in nature and part of our Mission whether it's in a school or neighborhood or business, is to balance that reaction with proactive and being able to form relationships and we haven't been able to do that at the Vocation School because student enrollment is up and it's busy.

MR. ZEHENTBAUER: Absolutely. That was the number one request from our people, our parents, our staff, they just said, we need more people. Obviously, when little things come up, I joke with (inaudible) the little things and the time he's spending. Being proactive in the classroom, we need to get him out and around the building and we absolutely need another person. It's just not going to go away. I think there is a big benefit to having that for the City. Having another officer, I think it helps your people. I don't know if you're aware of it, your other people train at our facility constantly and from our standpoint it's 24/7. They come out on the weekends, they want to run the dog. They want to go in our building and do search and rescue, whatever it is, we're here as a resource. As a shameless plug, any kind of training that you can imagine, customize training, we'd be absolutely glad to help you out.

The last thing I'll say on another note, I think you're coming, I was at the Township meeting last night that park, that pathway that is coming across, now has moved inside and I think they're working with you guys. We've given them a right-of-way across our property but that puts that pathway eventually.

MR. MORVAY: I would think the school shooting seems to be a magnet that attracts individuals that are prone to do this or mentally ill or whatever and I can't see anything but value in having another SRO Officer present there, just for that alone.

MR. NEFF: John, I know you have fire training, is there a police officer .....

MR. ZEHENTBAUER: Actually, the fire people, because we got the county Fire Chief's Association that is actually our advisory member, Hutch is out all of there all the time. They're doing training there next week. We provide that service. We're trying to expand the public safety awareness. We have a State Patrolman there that runs our program currently. We got a drone program that we're putting together. I don't want to speak about that tonight but that's something that will probably come up. It's really pretty awesome for us to be partnered with the City to do some of those things to help out. I told those guys you can come out every day. I love having them train there.

CHIEF COLUCCI: If I can add one more thing, I think we'd be remiss if we didn't bring this up but part of our discussions at our safety meetings have been where we stand on arming teachers in the school. House Bill 99. We've had that conversation with Canfield Local Schools District as well. It wasn't just something that I came up with on my own. I made sure that I was on the same page with our command staff. As it stands today, we are against arming teachers in the school and that's where we came up with part of the idea of adding a police officer in the school. As it stands today, teachers are trained to educate and we're trained to take care of that problem if it exists. I'm not saying that we're concrete in that opinion but as it stands today, our stance is not to arm teachers in the schools.

MR. ZEHENTBAUER: I would agree. I'm an avid outdoorsman. I shoot frequently and hunt and I actually stand with them on that. I know that, I would much rather, and our staff would much rather have law enforcement, trained personnel. The amount of training these guys do. We had an incident and I timed it, a small incident but it's a minute and a half. They're in the building and they're trained to do those things. If we armed ourselves, we can't react as quick as they can. They being our local police department. Your residents should appreciate that. Coming from a rural district, it's a little different.

MR. CALHOUN: For Council's reference, our current agreement with MCCTC is they pay per hour that officer Sroka is working in the building. That's the way it's set up now. I think it's a one year or two year, I don't know the exact term of the agreement but ...

MR. ZEHENTBAUER: We signed a 3 year, I think.

MR. CALHOUN: I think it's 3 years that we just did. Unless otherwise directed, John is requesting an additional officer as early as this upcoming school year.

MR. ZEHENTBAUER: August 25<sup>th</sup>.

MR. CALHOUN: So, we're doing internally is proceed in that fashion in getting them their second resource officer and then work through contract, financial items, whatever the details are that need to be worked out. We wanted to bring it to Council and unless there was an overwhelming "No" we don't want to proceed unless we have all those details worked out, as John and Chuck said, we want to be able to provide the service that's requested, we know full

faith in the relationships that we have that we'll be able to work out the details, whenever those need to be worked out.

MR. ZEHENTBAUER: Thank you.

MR. MORVAY: Mr. Micchia, do you have a question?

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. I'll be the first person to agree that we need resource officers in the schools. I fully support that. If they need another one, whether that person is an officer on the Canfield Police force or otherwise obtained, there is a lot of options, I'm not promoting either way. What I'm concerned about is, there is going to be 3 months for each of those 2 officers that the school is not paying for. That means the citizens of Canfield have to subsidize those officers for 3 months. I think we ought to take a look at it. If they want the resource officers, they hire them for the whole year, not just 9 months. We should not subsidize it; Canfield citizens should not bear the cost for that.

MR. MORVAY: We'll definitely discuss it Frank.

Under **APPROVAL OF MINUTES**, the Minutes of the Regular Meeting on June 15, 2022 were approved as presented.

Under **READING OF COMMUNICATIONS:**

MR. TIECHE: I have none.

MR. NEFF: I have none.

MR. DRAGISH: I have none.

MR. NACARATO: I have a laundry list. I actually only have 2 but the first, I was stopped by many residents concerning this gazebo project. The biggest misconception and I want people to know that this is not a city funded project, this is a Rotary project. Just because myself and Wade are behind it, and I am somewhat of the face of the project, I started this project even before I ran for city council. I just want people to realize and we've tried to get it out there but this is not a city project, it is a Rotary project. If you have any concerns, we're not using city money to pay for it, we're going through donations through the Rotary and the Rotary Association. So, I just want to clear that up for the residents.

The other was, I received a message today from a concerned citizen about traffic on Deer Trail during school time and the congestion that it causes. I said, I would bring it up during council. Chuck, I can sit with you and talk to you a little bit more about it. The resident is concerned about blocking the road the way they do. I just wanted to bring that to your attention. I'm done.

MR. MORVAY: I had a couple communications. Number 1: We had a couple houses, the one is the Main Street house that is being renovated. A citizen is concerned that it's taking such a long time to get siding on the place and make it look like it belongs in the City.

The second one, I think it was Grandview they had the fire. There hasn't been any movement there yet. The garage is boarded up and whatnot. Do we have any communications with these people as to what progress?

ZONING INSPECTOR: I did talk to 224 E. Main about the siding. She had M&C Construction doing the siding, they canceled on her, she is looking for another firm to do that. I haven't heard anything on the house that had the fire. I heard they were looking at demolition.

MR. MORVAY: When you get an update, could you update me.

ZONING INSPECTOR: As soon as she hires another firm, I'll let shoot you an email.

MR. MORVAY: Thank you. Chief, the Concerts on the Green, nothing but compliments from individuals. Jim Popp was there Monday night and he's going to be doing the last concert. So, now that the gazebo is not there, they were supposed to set up on the road but the road was too hot, so they set up on the grass. There is no steadfast rule where they need to set up, right? That's what Mike was asking me.

MR. CALHOUN: We shut down the street now in front of Piccadilly. If they need a hard surface to set up on, they're more than welcome to set up on the street. There is electricity anywhere and everywhere on the Village Green, thanks to the Rotary Club of Canfield. They can set up wherever they feel most comfortable depending on where the audience is. There is really no restrictions. Typically, they are in the gazebo or on the paved patio outside the gazebo, so we wanted to at least provide them that paved surface, so that's why we shut down the street.

MR. MORVAY: Rex Taneri on Monday, he didn't want to play on the street. So, I said, where do you want to set up? He said, under the tree. So, he set up under the tree. I was hoping that I was telling him right. I was hoping there was no steadfast area.

MR. CALHOUN: Performer preference.

MR. MORVAY: So, Mike came up to me and was asking me where he can set up. I said, Mike, I don't think there is any kind of rule where you need to be. Where he's going to set up, he may have to park his car on the side of the road and unload it. I told him that was fine. I told him get in touch with the police department and they'll send somebody over to direct traffic. That's how I directed that, just to let everybody know. I'll move over to Wade.

MR. CALHOUN: I have nothing, other than I also received a similar communication from a resident on Deer Trail that Council Member Nacarato did regarding the parking on Deer Trail

with its proximity to C.H. Campbell during school hours. A number of concerns, safety vehicles getting through, pedestrian, children, teachers walking the area, some of the environmental concerns with all those cars idling in one specific location. I think the request was to explore some sort of temporary parking ban, much like we do with snow and everything else. We can look at putting up our temporary signs like we do for garage sales. So, there is a number of things we can explore outside of any substantial legislation that designates certain areas as No Parking.

MR. DRAGISH: My reaction. I got the same request also. My initial reaction was that was particularly put into place because of COVID. That particular pick-up was put in because of the COVID measures that were put in. That's the reason why because prior to that, nobody was picked up on the street. The parents went into the parking lot of the school and the parents went out from the parking lot into the cafeteria signed the child out and they left. That's how that pick-up was. Come COVID it was changed so they can put it to the street and they would have a different kind of process. In my personal opinion, I would think if we talked to the school system they are the ones heading that and put it to the street in the first place. That's where I would start before we put a ban on the street.

MR. CALHOUN: We will definitely explore that. That's option number one. How we can solve it without placing the burden on the police department.

CHIEF COLUCCI: We've always paid attention to that location over there. There has always been a plan in place but I will get with the school and Steve Garstka the School Resource Officer and delineate it to the school.

MR. DRAGISH: I think that's all it is, is a conversation.

CHIEF OF POLICE: It will be addressed.

MR. MORVAY: Wade any other communications?

MR. CALHOUN: No, that's all I have.

Under **REPORTS** of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.

MR. TIECHE: I believe all members of council received a copy of the Parks, Recreation & Cemetery Board Meeting Minutes from July 5<sup>th</sup>. That would suffice as my report.

MR. NEFF: We have Planning & Zoning tomorrow night.

MR. DRAGISH: I have the Mayor's Monthly Statement to Council. Our net collections to the city was \$446.03.

MR. NACARATO: I believe everybody received the Minutes from Design Review. The only thing I can actually report, other than what's in there is that we're working diligently with MS to get all of the regulations revised, so that we can move forward on that. We had a session, last Tuesday and we'll have another session coming up.

MR. TIECHE: Clarification. Any changes that we are going to make that are being recommended by Design Review are going to come to Council for approval, correct?

MR. NACARATO: That's my understanding.

MR. DRAGISH: They have to.

MR. TIECHE: That was my understanding. Okay, thank you.

MR. MORVAY: Has that meeting been set yet?

MR. CALHOUN: The work session will be after the regular meeting on the 2<sup>nd</sup> of August.

MR. MORVAY: I sit on the Fire District. I really don't have any hard-fast numbers for you. I can tell you that COVID transports, we've had a few more. It seems like another strain has come through, not as severe but we are transporting COVID patients. The EMS or the ambulance calls are  $\frac{3}{4}$  of our total calls for the Fire District. The ambulance service has proven to be a valuable asset to the community. With that, I'll move over to Mr. John Rapp our Public Works Superintendent.

PUBLIC WORKS SUPERINTENDENT: Good evening, crews are still out repairing pot holes. You probably seen them out towing a crack sealing machine. Any of the streets that are more recently paved and cracking, they're putting down that tar and trying to seal them up before winter, before any rain, ice and snow can get into those and it extends the life of the roads.

We are continuing with the grounds and the right-of-way mowing, landscaping and restoration. The water meter replacement project is a little slower right now. It's hard to get the parts. There is such a delay on shipping and getting what we need. We're really having a hard time with that. We're plugging along. The Parade clean-up went well, afterwards. The guys had everything cleaned up really quick. Actually, really good this year. As far as trash, I think the more garbage cans we put out the better.

The Bradford waterline is in operation now. There are a few little details with some restoration that need to be completed. Other than that, we have a fully functioning waterline and fire hydrants. I thought the project went very well. That's all I have.

FINANCE DIRECTOR: I'm going to have the June check register and cash basis fund summary uploaded to the city website next week. The State Auditors are also hoping to finish their field work next week on the 2021 Audit, they're starting to do some of the review work. We

received the second half of the ARPA money from the State of Ohio this week in the amount of \$377,347, to pay for those water meters.

MR. MORVAY: Great. Our Zoning Inspector, Mike Cook.

ZONING INSPECTOR: For the month of June, we issued 58 permits for a total valuation of \$534,001. I'll give you this month's report because I won't be here next month. So far, we issued 15 permits for the month of July for \$679,135.

I have a permit for a new home in the Preserve that I'll be issuing next week to them. Next month, I might have 2 going up in Charlie Master's area, he sold two lots there.

The dance studio came in and I issued their permit yesterday. They'll be breaking ground the end of August on Manor Hill. He expects it will be 7 months before he moves in there.

In the Preserve, there are only 6 lots left up there and that will finish up that development.

We did mention Design Review Guidelines. The next meeting is August 2<sup>nd</sup>, after our 6:00 pm meeting. I'll be sending out invitations for that meeting also.

Dollar General, I did send them a letter about the weeds out there. I went out today, after two weeks and the girl said, they sent it to Corporate. I said, if you're not going to take care of it, we'll gladly come out and take care of it and charge you. They're going to get to them next week.

MR. MORVAY: Thanks Mike for keeping up with the City. Thank you. Chief Colucci.

CHIEF OF POLICE: Christmas in July will be Monday, July 25<sup>th</sup>, from 4:00 pm to 6:00pm. Christmas in July is us teaming up with Akron Children's Hospital. We do it every year. We encourage and ask residents to drop-off donated any gifts, toys, books, coloring books for the children who undergo surgery or have extended stays at the hospital. We've been able to fill up the room the last several years. We'd like to keep that up. I look forward to that event. It is only 2 hours. The last hour from 6 to 7 has been rather quiet, so we reduced it to 2 hours. I want to thank Jessica Russell, Josh Wells and Wade for assisting with that.

We've had a lot of discussion with the schools both Canfield Local and MCC&TC on school safety. I will also tell you that in August we do have dates picked, we're going to have mock disaster drills at the school. I would invite any of you that want to attend, you're more than welcome. We'll have it set up. Hutch and I will have our command post. I would encourage you. You can hang out with us. You can see what we do from a command perspective. If you're interested, let me know. You can email me, text me, or call. I'll give you the dates and times. That will be in August. We're doing it at the high school. It's going to be a full scenario of a disaster. We're doing something similar at the Vocational School. Similar to what we told MCC&TC, we extended the same to Canfield Local Schools, recommending an additional officer



vs arming teachers. I do believe the school system is onboard with that. I can't speak for the board obviously.

The Glenview fire. Someone brought that up. I just want to give a huge thanks and recognize Sgt. Scott Bennett. Scott lives on Glenview, right around the corner, of the fire. That fire was on Moreland. He was inside grilling a steak for lunch, in a tank top and shorts. His son came running in and said, dad I think there is a fire across the street. He told him to get lost. Scott ended up going out, he realized there was a fire, and he runs over in his flip flops and tank top, he ends up going into the house to get the 90-year-old resident out. The house went from a little bit of smoke and flames to full engulfed fast. It started underneath the car in the garage. In a blink and it's up in a blaze. So, Scott, he's the one that saved Roy Dyckman a few years ago on Fairview. Scott has a knack for that. Thank him. Recognize him. He was off duty and pulling a guy out of a fire. Thank you, Scott. We worked together with that family to try and help them get out of there and realize that they couldn't go back in.

President Morvay, you brought up about the square and where they can set up. It reminded me of something really cool. I haven't had a chance to discuss it with Wade yet, but I'll throw it out there. We were in Virginia Beach for Memorial Day weekend. We were walking the beach and there was a little green area by the beach, between the hotels and they had a portable amphitheater that I took pictures of, that would be awesome on the Green. I can forward you the picture. It's something cool, something different. I know that the gazebo will be there but it was just cool.

MR. MORVAY: Give it to Anthony.

MR. NACARATO: My next project is to replace the clock.

MR. NEFF: I think that my skating rink for ice skating holds precedence.

MR. NACARATO: We'll put it on the Rotary list.

CHIEF COLUCCI: While they're skating, we'll put that amphitheater up and play Christmas music. The last thing I have is, I did have a few residents that called about the suburb of Chicago where the shooting was during the 4<sup>th</sup> of July Parade. We don't really advertise what we do from a tactical perspective but I'm willing to share something that we do because it's not really in play anymore. Every night of the Canfield Fair we used to escort the money from the Fairgrounds down to the bank. Now, that's handled by Loomis or Brinks and we don't get involved with it, but we used to, prior to that, go up on the roofs, check the roofs, specifically Farmers. We would check it. Other law enforcement agencies would laugh at us and tell us it's a parade from the Fairgrounds to the bank. But that didn't stop us from doing what we felt was the right thing. Over the last several years, since the Boston Marathon, we check for back packs, unusual packages, along the parade route, before the parade. We still do check the roofs. It was something we didn't advertise, we didn't talk about it, but it was something that we always did. That's where that shooter was. We got home from the parade and Shelly was

like, did you hear about what happened in Chicago? I had no clue what she was talking about. She showed me and the back drop reminded me of town. We do check the roofs. Again, I'm not shy about saying this. We probably had 12 assault rifles on the Green, lockdown. Nobody seen them. We're prepared. We're thinking of that. Just something to keep in mind. I know that rattled that community. Seeing the picture of those people, the parents especially, not good. It is in the back of our minds, every 4<sup>th</sup> of July, every Memorial Day and certainly during the Fair. We do check the roofs.

MR. DRAGISH: I will say, the police presence on the day of the parade is pretty phenomenal.

CHIEF OF POLICE: Oh, yes.

MR. DRAGISH: It's incredible. Kudos to you guys!

CHIEF OF POLICE: It's crazy because (Chuck I think you were City Manager) when we first start putting assault rifles in our cars, there was criticism that came along with that. Now, I bet 90% of the police departments in the United States have them instead of shot guns in their cars. It's to deal with mental health issues that drive people on roofs with assault rifles.

MR. TIECHE: Some of the best security is just not talking about it. You do it. Nobody has to know about it. Everything is taken care of. Knock on wood.

CHIEF OF POLICE: Thank you.

MR. MORVAY: Our Clerk.

CLERK: There are a few events coming up on the Village Green in July. Besides Christmas in July. Tomorrow the Mill Creek Mennonite Church will be singing Gospel Hymns on the Green from 2:50 – 4:15pm. Studio Oxygen will be holding Yoga on the Green, Sunday, July 17<sup>th</sup> from 10:00am to 3:00 pm. On July 30<sup>th</sup>, the Melina Michelle Edenfield Foundation "Choose Joy Event" will be held on the Village Green from 10:00 am to 4:00 pm. That's all I have.

MR. MORVAY: Thank you. Counselor, anything?

ATTY. FORTUNATO: I'll reserve my comments for Executive Session.

MR. MORVAY: Mr. Calhoun, our City Manager.

MR. CALHOUN: One quick follow-up, John mentioned the Bradford Waterline Project. Council remembers, the second part of that project was the Herbert Rd. & 46 bypass for the 12" line. We have altered those plans. We were unable to obtain the easement that was required for the construction to take place on the one lot. We met with the engineer and he altered the plans. We're now able to work within an existing ODOT right-of-way. We just submitted today, an ODOT Permit to work within their right-of-way. It delayed that portion of the project but we're

still going to proceed. The Contractor Kirila knows. They've remobilized somewhere else. As soon as we get all of the appropriate approvals from ODOT, they'll come back out and finish that project.

The NatureWorks Grant, ODNR submission for the bike playground and skills course is due on Friday. It's cued up and ready to go. We have to give it a cursory review tomorrow and make sure that we have all the attachments. We'll be submitting that.

As Councilman Nacarato mentioned we had the Design Review Workshop. We went through the Design Guidelines that were drafted from MS Consultants. We got through the non-residential and multi-family portion of those guidelines. We got a lot of feedback from the members in attendance; some of the audience members. It was a very interactive work session. I took diligent notes, I complied those and forwarded those onto MS, so they can start making the changes to present that final draft to Design Review for recommendation to Council. As you mentioned, there is the workshop that is going to take place following the next Design Review Meeting. The focus of that will be on the residential portion of those Design Review Guidelines.

We're finalizing some of the Millennial Moments infrastructure. The transfer of stuff, as far as, what is needed from their standpoint, providing us with all of the engineering sign-offs, as built drawings, that is something we'll most likely be discussing at staff meeting next week with our city engineer. To make sure that we've got all of the appropriate documents, tests have been performed, passed those test. John as well as the MS Inspector were on-site for all of those. That's coming to a finalization so that they can start building houses out there. They're excited, they want to take advantage before it gets too cold, to where they can't start their home starts. They've already been in communication with Mike Cook, Zoning Inspector; as well as the Township and their zoning inspector, because of the unique situation that the JEDD presents. Everything from the home build will go through the township but then anything related to water and sewer, as part of the building, will come through the City. They're anxious to get started. Obviously, we can't issue a water and sewer permits, until we actually have ownership of the infrastructure. We're just making sure that we've got everything in-line prior to accepting infrastructure from the developer, because once it's ours, it's ours. Other than some of the bonding requirements that will take care of anything that happens over the next few years.

One other item to note, back in March, John Rapp and I sat and submitted for a loan application to RCAP, who we're working with to do the asset management, the GIS Mapping, they assisted with the smoke testing that we did last week or the week before, on the water storage tank, asset management program rehabilitation. It was something Suez Water Company had provided us a presentation on. It's a 10-year spread on a multi-million-dollar project that, it still costs hundreds of thousands of dollars a year to be able to rehab and repair and maintain the 2 storage tanks that we have here. The elevated storage tank and the ground storage tank. We have made the draft list of applications, to be forwarded to the Ohio EPA for that program. It's a 2.7-million-dollar project submission. The interest rate, right now, on a 30-year loan is 1.99%.

On a 20-year loan it's 1.9%. RCAP called to see if we wanted to proceed with that draft submission and start moving forward and committing to budgeting appropriate funds next fiscal year; which I talked to Christine and we are going to proceed in that fashion. As we progress, we'll get more information, as we go through the process, to get to that final application submission and acceptance. He did indicate that there will be additional grant funding. It's coming down the pike in the fall. The additional money is to offset asset management programs and that sort of thing. The Ohio EPA is really pushing on asset management and any associated rehabilitation, asset management programs. I think we got a good hopper of programs that we're doing currently and planning for the future, that we can hopefully go after that money. Most recent submission we did was the \$50,000 personnel cost to essentially offset the cost to install the water meter program; which in conjunction with that, we inspect for lead service lines. That was the \$50,000 grant we got from Ohio EPA for the lead service lines identification and mapping. Ohio EPA has money for asset management and rehabilitation. Any and all water & sewer monies that we can get, we're going after. A lot of times we don't qualify for the grants. We're in the position where we can pay for projects ourselves. Again, we don't have an abundance of money to do those projects with, so we're utilizing any grants we can get along with long-term, low-interest loans. Hopefully, this will be successful in getting the asset management tank rehabilitation program, at least up and running in the City of Canfield, so we can address some deficiencies in those tanks.

MR. TIECHE: The waterline on North Broad by Herbert Road. That is going to be in the right-of-way and that's going to be a 12" line?

MR. CALHOUN: Correct.

MR. TIECHE: Millennial Moments: When are sewer and water permits going to be issued, before or after the required building permit from Mahoning County?

ZONING INSPECTOR: The township will give the zoning permit. I'll do the water and sewer. Then they go to Mahoning County.

MR. TIECHE: Okay, very good. Who assigns house numbers?

ZONING INSPECTOR: Township.

MR. TIECHE: Will they have a house number when they come in here to get your water and sewer permit?

ZONING INSPECTOR: Yes, I think I already have that. She'll probably issue them when she issues the zoning permit.

MR. TIECHE: Very good.

MR. MORVAY: Any other questions from council?

MR. NEFF: I wanted to ask Wade, what is the status of the software that the city is acquiring to actually run the city, right? Didn't we authorize in the budget or isn't that until next year?

MR. CALHOUN: The encode?

MR. NEFF: Yes.

MR. CALHOUN: So, we are in the process of onboarding integration. Christine, myself and Deputy Finance Director, Kristen Ansevin have bi-weekly meetings with a designated account representative to start the integration process; which is a big part of understanding what we have and how you get that into their system. So, from start to finish, we're about 18 months for the full implementation. Our plan is to have the financial suite, which is accounts payable, utility billing and associated software capabilities to transfer January 1<sup>st</sup>. Because it's fiscal year, it makes everything cleaner. We're discussing how that integration happens right now. It's bi-weekly meetings we have going on with those individuals and companies right now. We also have Lexipol that is doing the policies and procedures manual. Those are weekly meetings. I know assistant Chief Weamer is spearheading the project on the police department side. Again, myself and our two wonderful finance gals are assisting in the policies and procedures weekly meetings that we have with Lexipol. All those projects on top of John's projects and Mike's projects. We try to spread the wealth, keeping everybody really busy with projects. We're taking more than we can do and trying to get it done in a timely fashion.

MR. NEFF: Do we have to buy any additional hardware or hard drive capacity?

MR. CALHOUN: No, there was one additional server that I think was required.

FINANCE DIRECTOR: A sequel server.

MR. CALHOUN: A \$7,500 sequel server for Dom to be able to put all of the encode stuff on its own separate server, while still reserving the AccuFund Server that houses all the current.

FINANCE DIRECTOR: I want the current software still to be up and capable of running. If we needed to look something up we have that capability. Rather than moving everything over, we're going to leave our current software and just move over. So, we did have to buy a little additional for the Sequel Server.

MR. NEFF: It sounds like a good idea.

MR. CALHOUN: The people run the city and the software assists us. I don't want computers to replace us yet.

MR. MORVAY: Any other questions from Council? Hearing none. I'll open it up to residents.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. I just wanted to say, Kudos to the police department for the 4<sup>th</sup> of July. It went really, really well. I just wanted to ask you a questions about the open carry law. How do you feel about that? The guys were up on the roof. I had a young parent with children and his wife open carry. I had no problem with that. I felt even safer. Some people are very sensitive about that. It's legal. But I also felt very safe because there were a lot of policemen around that day. Later you go home and you find out that there could be something like what happened up in Chicago, the potentiality is there. But that's everyday life. Thank you and your crew for making that happen in a safe wonderful fashion.

CHIEF OF POLICE: So, you were aware of the guy that was open carrying?

KATHRYN YOUNG: He walked right by me.

CHIEF OF POLICE: It got brought to our attention. Obviously, from a Constitutional perspective it's acceptable. We're not going to get in the way of that. But we do take note of it. We keep our eyes over there and make sure that everything remains calm. It's perfectly legal.

ATTY. FORTUNATO: You can still ban them from private businesses. If you own an office building, you can prohibit it.

KATHRYN YOUNG: In the old days, there actually was a rifle team. Somebody I know said they would bring their rifles on the buses. We've gotten very sensitive to all of this. I understand some opinions about, how far do you take it, but it is our right. The other thing, is there a reason why you're not giving a date and time in August for the tactical disaster at the school? Are there children going to be involved?

CHIEF OF POLICE: No. I don't have it with me. It's not going to be open to the public. I just don't have it with me.

KATHRYN YOUNG: I figured it had already been set because we're in July.

CHIEF OF POLICE: It's not going to be open to the public, I invited Council, they are probably going to get asked about it. I don't want to guess. I'm bad with names and I'm bad with dates.

KATHRYN YOUNG: That fire on Moreland. I just happened to be driving by that day, you can't miss it because there were all kinds of trucks and action happening there. Thank goodness for our fire department and the quick response time. If there are neighbors or whoever, it only happened a couple of weeks ago, less than a month. I always look at things with compassion. People are 90 years old. Give them a break.

MR. MORVAY: Anybody else have a question or concern about these reports? Hearing none, we'll move on.

Under **Persons Desiring to Appear Before Council:**

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. At our last council meeting there was a Charter Amendment proposed to stagger the terms of the council people. I believe that was a first reading. Tonight, we have it back on the agenda for a second reading and approval. However, in looking at it, tonight's charter amendment proposal is not the same as the last one. There is one council person whose term has been changed. Twenty-five percent of the council persons terms have been changed in tonight's proposal. So, is tonight's proposal a first reading?

ATTY. FORTUNATO: Second reading. We discussed it at first reading. That's one of the reasons for first reading, we discussed it and made a change. It is still second reading.

MR. MICCHIA: Even though, there is a major change?

ATTY. FORTUNATO: That's the purpose of the first reading and discussion. This is second reading.

MR. MICCHIA: I seem to think it's more like a first reading because the second had a substantial change in it. That is my opinion.

ATTY. FORTUNATO: Okay.

MR. MORVAY: Susan Hendricks.

SUSAN HENDRICKS: Susan Hendricks, 320 Southview. I'm concerned again about the plantings on the north end of the Green and the sight they're in. I was here last fall, I was told the Parks Board takes care of that. I looked on the city website and tried to find minutes from the Parks Board to see if there was any discussion of what to do down there. It's not a good situation if you're in a small car.

MR. MORVAY: Could you elaborate on your concern? I'm confused.

SUSAN HENDRICKS: I'm sure Mr. Dragish knows. When you are on the north end of the Green, at the stop sign, if you are trying to look to the right, to see the oncoming traffic that has the right-of-way, you cannot see.

MR. MORVAY: I understand.

SUSAN HENDRICKS: They need to be moved or cut or taken care of somehow.

MR. CALHOUN: Public Works maintains those when they start to overgrow. They do cut them down. I've noticed too, when I pull up too far, past the actual stop line, you do have to look back and you're looking through the plantings. At the stop line, you do get a better view. But

that's something that we've addressed both on the north end and the south end. Until we get funding...

SUSAN HENDRICKS: The south end is not as bad. I'm guessing that Public Works is in pick-up trucks and not cars. The sight distance is a whole lot different.

MR. CALHOUN: I wasn't alluding to the Public Works.... Public Works maintains it. When it gets overgrown, we do chop it down. Until we have a future plan; which I think Parks Board has discussed, potentially coming up with a new plan on the north end and south end, that will be sort of our maintain what's there, if the plantings get changed out next year as part of the Parks Boards budget and request, we will do that. Right now, we maintain when it overgrows.

MR. DRAGISH: I do understand what you're saying.

SUSAN HENDRICKS: I don't know how many accidents have been there.

MR. DRAGISH: I'm not saying that this is the proper thing to do there but there is a gap between when you stop and when you go, when you do turn (in my opinion) you have to look past beyond that anyway to the traffic coming this way. Even if your depending on the traffic here, you're not going to see it this way. When I come from the bank or the post office, I kind of stop before.

SUSAN HENDRICKS: What are you driving?

MR. DRAGISH: I drive a sedan.

SUSAN HENDRICKS: Okay, I do too.

MR. DRAGISH: I'm low to the ground. I'm probably lower than you.

SUSAN HENDRICKS: I have a little sports car. I'm low to the ground.

MR. DRAGISH: There is a space to see but it's a small gap.

PUBLIC WORKS SUPERINTENDENT: We're going to cut those on Friday. It's on our schedule. As soon as we're done with the crack sealing through Thursday, so they will be cut down. I think we're going to take 2 feet off of them.

SUSAN HENDRICKS: That would be great. The second thing, really quick, I tried to find Parks Board Minutes on the website. Are those there any place?

CLERK: Yes.



SUSAN HENDRICKS: Where? Your website is very hard to navigate. Another thing that could be on the website is upcoming events.

MR. CALHOUN: Also, on there.

SUSAN HENDRICKS: Not everything that you talked about tonight.

MR. CALHOUN: Give us a call. Patty often times navigates people.

SUSAN HENRICKS: I'm okay on using websites. I'm not an old person who doesn't understand what's going on. I think your website is hard to navigate. That's basically all I have. About the ice-skating rink. Why don't you take Fair Park's retention pond, in the winter time and flood that and let it freeze?

MR. NEFF: I think we tried that one year.

SUSAN HENDRICKS: I always thought that was what it was for.

MR. TIECHE: That's correct.

SUSAN HENRICKS: It is? Why doesn't the fire department do that?

MR. TIECHE: I think that the type of soil wouldn't hold water.

SUSAN HENDRICKS: That's it. Thank you, very much.

MR. NEFF: For the record, Susan, I was hoping they would put (I know they're expensive) an artificial surface down that then could be taken up. An artificial surface, then you could still ice-skate.

SUSAN HENDRICKS: Some kind of a plastic or rubberized.

MR. NEFF: You can still ice-skate, just in cold weather. Then it can become bocce or something.

MR. MORVAY: Anybody else want to appear before council? Hearing none, we'll move on.

Under **OLD BUSINESS:**

ITEM A: An Ordinance Providing that Charter Amendments Shall be Submitted to the Electors of the City of Canfield for adoption or rejection at the Regular Municipal Election to be held on November 8, 2022, Pursuant to Section 11.03 of the Charter of the City of Canfield and Article 18, Section 9 of the Constitution of Ohio, to Amend Sections of the Charter.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have an Ordinance Providing that Charter Amendments shall be submitted to the Electors of the City of Canfield for adoption or rejection at the Regular Municipal Election to be held on November 8, 2022, Pursuant to Section 11.03 of the Charter of the City of Canfield and Article 18, Section 9 of the Constitution of Ohio, to Amend Sections of the Charter. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Wade can you brief us on this please?

MR. CALHOUN: The first reading was done at the last council meeting in June. During the 2018 Charter Review Commission, they suggested doing staggered terms, as part of 4 suggestions to Council. At that time, it was not elected to move forward with the staggering because there was some terms that were changed and the Charter Review Commission or Council at the time, didn't want to overload stuff on the November ballot. During the events that lead up to the amendments that were on the ballot last year, in the November 2021 election, citizens and council also, had concerns and directions on how to change the Charter Amendments on who could propose the Charter Amendments and also address the staggering of the terms, so that not every council member is up at the same time. As we discussed the last time at first reading, we had proposed charter changes to two sections, Section 3.01 of the Charter; which is Number and Terms of Council. There were changes from the first reading to clean up some of the staggering, so that the election years would line up with the term years. So, Council Members may serve up to a maximum of 4 consecutive terms, including those completed as of November 2023. At the November 2023 election, which the terms of those members of council that are elected in November 2023, will begin January 2024. The members that get elected will be staggered terms of 2 and 4 years.; to allow for that appropriate staggering and line up with the Ohio Revised Code of when Municipal Elections can occur in odd number years.

The second proposed amendment, which will require a Council Motion to dictate what we're doing with that particular section are amendments to the Charter and how those get proposed. Article 18, Section 9 of the Constitution of Ohio, still in place and adding only upon petitions as required under such sections, prepared, circulated and submitted by individuals who have resided in the city for at least \_\_\_\_\_ number of years. We left it blank. I know there was conversation/discussion about, we had drafted language that had 5 years. Is that too long?

Should it be shorter? Should there be a duration at all? So, before we actually take action on this particular agenda item, we'll need a Motion from Council filling in the blank or changing that section or really, the proposed drafted language that you see fit. Based on the feedback, we believe that was the only other item that needed consideration or changed. At this point, we kind of left it open-ended for Council discussion.

ATTY. FORTUNATO: Based on some of the feedback I got, it modified to read the Charter may be amended provided by Article XVIII, Section 9 of the Constitution of Ohio and only upon petitions as required under such section prepared, circulated and submitted by individuals who reside in the City. Period. That's based on some of the feedback that I've gotten. You just have to be a resident of the City, it doesn't matter how long.

MR. MORVAY: Kathryn brought that up at first reading. I thought it was a valid point. I use this logic, somebody coming from maybe a bigger city who has been active all their life in politics and/or city business and wants to be involved in the city, say they were from California and they moved to Canfield, Ohio. They have a residence, so why couldn't they get involved immediately. That was my logic. That was my thought on it. Guys, this is the time to discuss it. We'll make a Motion to fill that blank in. Mr. Tieche do you have any comments?

MR. TIECHE: I have another question. It's probably out of line because of where we're at. I read the title to this Ordinance, as is written on the agenda. That is different than the one on the Ordinance. The Ordinance calls for Section 11.03.

ATTY. FORTUNATO: Yep. That's fine.

MR. TIECHE: So, if I read 7.08?

ATTY. FORTUNATO: This is 11.03 and 3.01. It's fine.

MR. CALHOUN: So, the title on the Ordinance is 11.03; which is correct. The title on the Agenda referencing Section 7.08, that should be struck and read Section 11.03.

MR. TIECHE: Note that for the record.

ATTY. FORTUNATO: Where does Council land on the circulator of the petitions? Are you fine with just being a resident of the city?

MR. TIECHE: Whatever the majority of the Council, I'm fine with.

MR. NEFF: I don't think it should be 5 years. I think it should be a year. I'm not sure. I lived in California for 5 years and I think maybe that's why I'm such a Californian? It's supposed to be a joke. I think a year residency would be good but I'll go along with the majority of Council thinks.

MR. NACARATO: I would agree with Bruce on that. I think a year residency, at least somebody new to the community will understand the community before they decide to.... Take the people from Tennessee, what was stopping them from buying a house, petitioning to change our Charter, get it change and then sell the house. A year residency, at least, they'll have a commitment in the community before they change the Charter. Just my opinion but there again.

ATTY. FORTUNATO: One year, one-year Bruce.

MR. TIECHE: I move that we modify it to be one year.

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. MORVAY: We have a Motion, we have a second on this Ordinance. I'm going to ask for residents, if you have a question or concern.

MR. MICCHIA: Frank Micchia, 220 Glenview. The discussion here in regards to how long a person may be a resident or may not be a resident is sort of a moot point. I think just saying being a resident is sufficient. In any case, the work around is so easy. If a person from Timbuktu wanted to put something on the Charter, just have somebody in Canfield sign as a sponsor. It's a moot point. You can't stop it by putting a number of years on it.

ATTY. FORTUNATO: I don't disagree with that.

MR. NACARATO: I think it's a deterrent.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. I also agree that just being a resident of Canfield. If you're paying the taxes and paying real estate taxes, you should have the right to petition as a citizen of the City of Canfield. I do agree that you should reside in the City but no matter what year you put on this, it's not going to be enforceable because just like Frank said, you're trying to create a law or even a charter that won't be enforceable. Being a resident, that would be more in-line with protecting people's rights as a citizen and resident of Canfield. I agree with resident of the City but not having to put years on it. You pay taxes, you pay taxes. Immediately, when you move in you're a part of the community.

MR. TIECHE: You take that correctly, the way you're saying, that means a resident who lives here and they don't pay taxes, they couldn't vote?

KATHRYN YOUNG: What you're saying is, it could be a resident that's in an apartment.

ATTY. FORTUNATO: Don't confuse property tax with income tax.

KATHRYN YOUNG: It's being part of the community as soon as you put your bags in your room, house, trailer, whatever. You're part of the community.

MR. NACARATO: My only concern is, somebody could buy a house, put that in to change and then move out, once it's changed. It doesn't mean they have an investment in the community.

MR. DRAGISH: I think the year is put their as just a year. Any upstanding citizen that is going to move to Canfield is going to want to get invested in the community is probably not going to be on day two after they unpack their bags. I'm jumping in. That's just my own personal opinion. When I moved to Canfield 11 years ago, I got involved in the community. I never had to worry about, I only been here a year or whatever. The Rotary took me in. The City took me in. It was great.

MR. MORVAY: I think it's fair because you're 6 or 7 months at least planning for your election. You're going to be here a year before....

MR. NACARATO: This isn't for just an election. This is for a Charter Amendment.

MR. MORVAY: Correct.

MR. NACARATO: There again, I go back to the Tennessee issue. A union can go and buy a house. At least a year, it's an investment in the community.

KATHRYN YOUNG: Under those same rules, investment in a community, should people be making laws or initiating laws that are not part of our community as well? You can look into that as a Council. If there is people that are not part of our community initiating laws that the city ...

MR. MORVAY: I think our Counselor was looking into that.

ATTY. FORTUNATO: I think she was referring to me.

KATHRYN YOUNG: Well, not just that, but there are also other members that you've asked about creating laws that are not part of our community. Live in Canfield. So, when Laws get passed. To your right. I think there was something in the Minutes where you asked people how to and they're not part of our community, that should also be considered. Maybe even look in that 6" book and see who initiated them.

ATTY. FORTUNATO: I have no idea what you're talking about.

MR. NACARATO: I never seen Mark initiate any Charter Amendment change.

KATHRYN YOUNG: I'm talking about laws. I said, laws.

MR. NACARATO: But I never seen him initiate it. It's been initiated differently. He proposes what was discussed, as counsel.

MR. CALHOUN: Legislation.

KATHRYN YOUNG: Right, legislation. Along the same line, if you're going to use that same quote, you have the Charter and you also have legislation which is that 5-inch book he has there. Each time we add the laws, maybe it's something that was initiated by the Chief and the Chief doesn't live in Canfield. It could be initiated by something that you might have seen on a website that all the Lawyers of .....

Many people talking at once.

MR. MORVAY: I think we're getting away from this Charter.

MR. TIECHE: I call for the question on this Motion.

MR. CALHOUN: Real quick and I can confirm it but I believe in the Charter currently, in order to run for City Council, you must be a resident for at least one year. I think along the same lines, you don't want somebody to move into a city or 5 new individuals and run for council and change everything. I think the 12 month or 1-year requirement aligns with the Charter.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2022-37.

Under **NEW BUSINESS:**

ITEM A: An Ordinance Declaring Surplus Property (Gazebo) and Authorizing its Disposal.

MR. MORVAY: As per the provisions of section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. NACARATO: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: I have an Ordinance declaring surplus property (gazebo) and authorizing its disposal. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Wade, why are we declaring the gazebo surplus?

MR. CALHOUN: Through the course of the Rotary project and talking through everything, understanding what the gazebo is, it's a structure in the middle of the Village Green, owned by the City. I don't necessarily know if we consider it an asset.

FINANCE DIRECTOR: We do.

MR. CALHOUN: As an asset, placing whatever value on that asset, like any other asset we do, vehicles, equipment and facilities. We felt it appropriate to document the course of action were taking; which is declaring the current gazebo as surplus and authorizing its disposal. Then at a future date, when the gazebo is fully built, much in the same fashion, have legislation accepting the donation from the Rotary Club to the City of Canfield, we would then recognize and add the new gazebo as an asset to the City of Canfield. A little bit of semantics but also documenting the process, so hopefully we don't run into a future snafu when people go back and try to reference who did what, when they dealt with anything in the ODOT right-of-way, known as the Canfield Village Green

MR. MORVAY: Council questions, concerns? Anthony?

MR. NACARATO: I got nothing.

MR. TIECHE: I have a question. When this passes, do we have to then have a follow-up legislation authorizing Rotary Club to dismantle it or take it down?

MR. CALHOUN: We're declaring it surplus and authorizing its disposal by means of demolition. I don't know if that's in the legislation but we can definitely add that. Typically, with assets, we call out auction, trade-in, if we just add in declaring surplus property (gazebo) and authorizing its disposal by means of demolition.

MR. TIECHE: My next question is, who is disposing of it? Do we have a contract for disposal?

MR. NACARATO: The Rotary has a contract in place for demolition and disposal.

MR. TIECHE: Does the City have an agreement with Rotary to do that? I'm just playing devil's advocate.

MR. CALHOUN: The City Council, I believe, authorized the Canfield Rotary Club to do the gazebo replacement project.

ATTY. FORTUNATO: I don't even want to amend this. I think the Rotary is in charge to construct and remove. We're declaring it surplus property because it's on our books. They're going to take care of the disposal.

MR. MORVAY: Residents questions. Mr. Micchia.

MR. MICCHIA: Frank Micchia, 220 Glenview. I will admit, I'm sort of a collector of any number of things, but are there some parts of this gazebo that perhaps, persons in the City would like to keep as a memento? (inaudible) or parts like that.

MR. MORVAY: Yes.

MR. NACARATO: Rotary is working on something to salvage some of it, pieces that were taken off. We're either going to try to (as part of the fundraising) either sell them, auction them, something like that. One of the things that we're trying to do is get the contractor to take the pergola off in one piece and maybe auction the whole thing off. But nobody seems to think that it will come off in one piece.

MR. MICCHIA: Thank you.

MR. NEFF: You mean the cupola?

MR. NACARATO: Yes. Cupola. I said pergola, I meant cupola.

MR. MORVAY: Any other concerns or questions?

MR. NEFF: When we originally agreed to this (Council) we were told that it was going to be 4 feet in each direction. It was changed. I just want to be sure that we're on the same page.

MR. NACARATO: It's a total of 8 foot wider, than the current one, in all directions. That's 4 feet on each side. It's currently 20 feet. A little over 20 feet.

MR. NEFF: So, it wasn't enlarged after it was brought to Council?



MR. NACARATO: No.

MR. NEFF: There are no trees that are going to be taken down?

MR. NACARATO: We discussed it with the structural engineer and the one tree which was removed; which was the pine tree located right behind the gazebo was removed for two reasons. A. Removing the electricity, it would probably get interfered with. B. It was already diseased, according to the Arborist, there was no way to salvage it. We don't believe that the other tree; which is basically in front of the Township Hall, we don't think that will damage that tree to the extent of losing that tree.

MR. NEFF: Do you know whether we'll have to move the Village Green marker?

MR. NACARATO: No. That will stay where it is. The electricity has to be moved back because we're going to keep the line in the front where it is.

MR. NEFF: Somebody else asked will the handicap accessibility be a ramp style?

MR. NACARATO: It will be a natural grade ramp. We didn't want to take away from the beauty of the gazebo itself. The back where the electricity is currently attached, that will be a removable rail; so that a wheelchair can come up the back. That's why we're lowering it down by, I think it's 2 steps, so that natural grade will be very small. The electrical will be placed in its own secure box behind that ramp.

MR. NEFF: Thank you.

MR. MORVAY: Anything else? Hearing none, Patty.

ROLL CALL ON ORDINANCE:

5 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2022-38.

ITEM B: An Ordinance Authorizing the City Manager to Enter into a Contract for the Purchase, Installation, and Grinding of Asphaltic Concrete (Street Paving) and to Declare said Ordinance an Emergency.

MR. MORVAY: As per the provisions of section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Ordinance and authorize adoption of the same upon its first reading.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Ordinance and authorize reading by title only.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Authorizing the City Manager to Enter into a Contract for the Purchase, Installation, and Grinding of Asphaltic Concrete (Street Paving) and to declare said Ordinance an Emergency. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Wade could you brief us on this asphalt grinding concrete, please?

MR. CALHOUN: As council remembers, we did a cooperative bid with Poland Township and the City of Struthers for a joint paving program, so we can hopefully can get better bid prices on the asphalt quantities. As part of our bidding process for the 2022 resurfacing program, it consists of 3 base bid streets and miscellaneous repairs, included in the base bid and then 2 alternate bids that would were included in the overall bid that included Struthers and Poland Township. Each community has their own separate bid tab that the contractor bid on. This is our portion. Each of the other communities will also be passing legislation in order for their appropriate individuals to enter into separate agreements with the apparent low bidder and recommended bidder from the city engineer; which is Lindy Paving. What this legislation does is authorizes the city manager to enter into an agreement with Lindy Paving for the street paving. After talking to Finance Director, Christine Clayton the total overall budget that we have this year for paving is a little bit smaller in terms of, we don't have OPWC Funding this year that we typically get anywhere from \$150,000 to \$250,000 in grant funds to be able to pave more streets with the amount of money we have. In order to hold off on some of the paving and hopefully roll it into next year, and be able to catch back up with our 5 to 7 streets per year, we are only going to recommend awarding the bid for the base bid streets and miscellaneous repairs. In your packet you see those delineated out. The total base bid is \$275,820.00. That does not include engineering costs. I believe the engineering contract is ....

FINANCE DIRECTOR: Somewhere around 30.

MR. CALHOUN: Yes, 28 or 30 thousand dollars added onto that; which I believe our total budget this year for resurfacing was \$380,000 to \$400,000. Rather than trying to skate by with picking an alternative, we can probably realistically do Millbrook but you'll see on the other alternative is Greenmont. So, much like we've done every other year, the 2 alternatives this year will actually be moved to the base bid, priority streets next year. Given that Greenmont and Millbrook are in close proximity to each other, typically we can get mobilization costs built within the bid, if you have streets that are within close proximity to each other, the crews aren't literally going from one end of the town to the next. We're hopeful in keeping those streets together. Obviously, when anybody sees another street getting paved in their area, they immediately start calling on their street. With Millbrook and Greenmont, they're both very similar in the deficiencies in the street. So, we're hopeful to accomplish those two streets next year, in addition to the slate of streets that are programmed to be resurfaced next year as well. This year, this Ordinance total contract amount not to exceed \$275,820.00 with Lindy Paving. The reason it's being passed as an emergency is as I mentioned with the other communities, they also need to pass their legislation and collectively, once we've all awarded the bid and authorized to enter into a contract, then Lindy Paving can start sitting down with each of the communities, and then we all have to individually line up with Lindy and their schedules to see where they are going to start. We're hopeful that maybe they start with us but you never know. We'll work through that as we have those pre-construction meetings with Lindy.

MR. MORVAY: Council questions?

MR. TIECHE: Just a couple of comments. Millbrook listed as an alternate. Millbrook is probably the oldest street in our paving program that has not been resurfaced, excuse me, Greenmont. Greenmont was last resurfaced in 1999. Millbrook was last resurfaced in 2004, not to say that Oak Tree, Preserve and Willow Way aren't necessary to be paved but if you start looking at streets based on when they were last paved, I think that needs to be taken into consideration. I know they're looking primarily at street condition. One thing to note, on Willow Way that is the back portion that is on the Sleepy Hollow side. We paved Willow Way last year. We didn't pave the remaining portion because we had a storm water project that we anticipated having to cut open the street to replace a storm pipe, a rather large storm pipe that ran underneath that street. It turned out that we didn't need to replace the pipe, just the beginning section of that pipe. Once we figured that out, we immediately wanted to come in and finish up Willow Way, so that you don't run into a situation where you got two sections of a street that don't get paved at the same time. It's not the entirety of Willow Way.

MR. TIECHE: Willow Way was extended around to tie into Sawmill.

MR. NACARATO: They did a great job on replacing the pipe. I have to admit that.

MR. NEFF: You mentioned \$275,000 Wade. On the Ordinance is the \$983,000. Is that because it includes Struthers and Poland?

MR. CALHOUN: Yes. The total bid overall that's being awarded to Lindy Paving between the 3 communities is just under 1 million dollars. Our portion is the \$275,000.

MR. NEFF: Thank you.

MR. MORVAY: Residents, any questions or concerns? Hearing none, roll call.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes.
	Ordinance 2022-39.

ITEM C: A Resolution Authorizing the City Manager to submit applications and to execute contracts and act as chief executive officer for the Ohio Department of Natural Resources Nature Works Grant.

MR. MORVAY: As per the provisions of section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of two readings of the proposed Resolution and authorize adoption of the same upon its first reading.

MR. NEFF: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. MORVAY: As per the provisions of Section 4.05 of the Charter of the City of Canfield, I move that Council dispense with the requirement of a full reading of the proposed Resolution and authorize reading by title only

MR. DRAGISH: Second.

ROLL CALL ON MOTION:	5 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NACARATO: Mr. President, I have a Resolution Authorizing the City Manager to submit applications and to execute contracts and act as Chief Executive Officer for the Ohio Department of Natural Resources Nature Works Grant Program and Declaring an Emergency. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Wade can you explain to us what this Resolution is?

MR. CALHOUN: As I mentioned during my report, the Ohio Department of Natural Resources ODNR Grant Application for the NatureWorks Grant for our Fair Park, Bike Playground Skills Course, that application is due on Friday, July 15<sup>th</sup>. As part of that application, the requirement is the governing body, which is the City of Canfield Council, pass the appropriate Resolution supporting the project; which is essentially committing to the proportionate match share of the grant agreement. Obviously, we won't be doing that officially until we pass the budget for next year. If we get the grant, then we will proceed with the project. We're not going to fund the project without the grant. As part of the emergency nature of the legislation, we have a grant application that's due on July 15<sup>th</sup>, which is 2 days from now. In order to submit this application, this Resolution is a required part of that application.

MR. MORVAY: Council questions or concerns? Hearing none. Residents anything? Hearing none. Roll call.

ROLL CALL ON RESOLUTION:

5 Votes-Yes

0 Votes-No

Resolution passes.

Resolution 2022-07.

MR. MORVAY: At this time, I'm going to ask Mr. Tieche to make a Motion to take us into Executive Session. When we come out we will probably not be taking action. You can stick around if you like or not, it's up to you.

MR. TIECHE: Mr. President, I have a Motion to adjourn into executive session pursuant to Ohio Revised Code Section 121.22 (G) (1) to consider the employment, discipline or dismissal of a public employee and pursuant to Ohio Revised Code Section 121.22 (G)(3) to consider and discuss pending or imminent court action. I move for passage.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Council adjourned into Executive Session at 7:01 pm.

Council reconvened from Executive Session at 7:58 pm.

MR. MORVAY: I forgot about Genevieve.

MR. TIECHE: I'll make a Motion to sing Happy Birthday to Genevieve.

MR. MORVAY: Second.

Council sang Happy Birthday to Genevieve Dragish in honor of her 7<sup>th</sup> birthday.

MR. TIECHE: I'll make a Motion to adjourn.

MR. NACARATO: Second.

All council members were in favor.

MR. MORVAY: We are adjourned.

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PRESIDENT OF COUNCIL

ATTEST:

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CLERK OF COUNCIL