

CANFIELD CITY COUNCIL

April 5, 2023-5:30 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** Requesting Participation in Purchase Contracts of the State for Sodium Chloride (Road Salt) and Declaring an Emergency.

Description:

As part of the City of Canfield's participation in Ohio Department of Transportation (ODOT) Winter Salt Contract for 2023-2024 we are required to pass legislation expressing our desire to participate in the program. The contract document binds us to purchase at least 90% of our requested number of tons for the contract year at the price that is awarded through the ODOT contract.

This ordinance requests participation in the state of Ohio purchase of road salt for the contract year 2023-2024. This is being passed as an emergency due to the requirement to submit our commitment of salt purchase by May 1, 2023.

Action Needed:

Approval of Ordinance requesting participation the ODOT purchase contracts for the 2023- 2024 contract Year.

Attachment(s):

Ordinance requesting participation in ODOT purchase contract for Road Salt.
Public Comments

Public Comments

- B. An **Ordinance** Authorizing the City Manager to Enter into an Agreement with MS Consultants, Inc. in the form attached hereto for Professional Services related to the 2023 Street Improvement Project.

Description:

This Ordinance is for the 2023 Street Improvement Project for engineering services. The scope of the services consists of design/bidding, construction/administration and inspection. As you recall the streets that this project encompasses are: Millbrook, Greenmont and Sleepy Hollow, with an alternate bid for Fair Park driveway and parking area and Greasel Park driveway and parking area.

Action Needed:

Approval of Ordinance.

Attachment(s):

Ordinance and agreement with MS Consultants, Inc.

Public Comments

- C. An **Ordinance** Authorizing the City Manager to Enter into An Agreement with MS Consultants, Inc in the form attached hereto for Engineering Services related to storm sewer infrastructure.

Description: This project is for final design drawings and specifications for the storm sewer improvements between Moreland Drive and Bradford Drive and along South Briarcliff Drive and Cardinal Drive to upsize approximately 440 Linear Feet of Storm Sewer to 24”.

Action Needed:

Approval of Ordinance.

Attachment(s):

The Ordinance and agreement with MS Consultants, Inc.

Public Comments

- D. An **Ordinance** Declaring Surplus Property and Authorizing its Disposal.

Description:

When it is determined that certain vehicles or equipment are no longer useful to, or needed by the City, Council must declare the item(s) as surplus and authorize the disposal of the items.

The ordinance being considered declares the following vehicle and equipment as surplus and authorizes their disposal by means of auction and trade-in:

Pick-Up Truck 2011 Ford F-350
Quality Trailer 2018

Action Needed:

Approval of Ordinance declaring surplus property and authorizing its disposal

Attachment(s):

Ordinance declaring surplus property and authorizing its disposal.

Public Comments.

12. Council Comments.

13. Adjournment

Introduced By: _____
First Reading: _____

ORDINANCE

AN ORDINANCE REQUESTING PARTICIPATION
IN PURCHASE CONTRACTS OF THE STATE FOR
SODIUM CHLORIDE (Road Salt) AND DECLARING
AN EMERGENCY

WHEREAS, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Municipal Corporations to participate in contracts of the Ohio Department of Transportation (ODOT) for the purchase of machinery, material, supplies, or other articles; and

WHEREAS, Canfield City Council desires to participate in said purchasing program.

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

Section 1: The City of Canfield requests authorization from ODOT to participate in the purchase contract for sodium chloride for 2023-2024.

Section 2: Upon authorization to participate in said purchasing program, the City of Canfield authorizes the City Manager to represent the City and execute all documents related to said Contract.

Section 3: The City of Canfield also agrees to the terms and conditions of the Contract authorized by the City Manager.

Section 4: 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 the fact that the application deadline for State Purchasing is May 1, 2023.

Section 5: 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., 2023.

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: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC.
IN THE FORM ATTACHED HERETO FOR PROFESSIONAL SERVICES
RELATED TO THE 2023 STREET IMPROVEMENT PROJECT

WHEREAS, the City of Canfield hereby desires to engage MS Consultants, Inc. for professional services related to the 2023 Street Improvement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, COUNTY OF MAHONING COUNTY, AND STATE OF OHIO:

Section 1: That the City Manager is hereby authorized and directed to enter into the attached agreement with MS Consultants, Inc. for professional services described therein, for an amount not to exceed \$38,984.00 (Thirty-Eight Thousand Nine-Hundred Eighty-Four and zero cents.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meeting 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 _____, 2023.

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

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT ("Agreement") effective as of _____, 2023 ("Effective Date") between the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44406 ("Owner") and ms consultants, inc., 333 East Federal Street, Youngstown, Ohio 44503("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: 1.5" mill and fill resurfacing project of various City streets and parks as identified in Exhibit A.

Engineer's services under this Agreement are generally identified as follows: Engineer shall provide design, bidding, and construction administration/inspection services for the Owner's Project.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in this Agreement.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 2.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of this Agreement.

4.03 *Compensation*

- A. Owner shall pay Engineer for Basic Services set for in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:
 - 1. A Lump Sum amount of \$38,984.00 based on the following estimated distribution of compensation in accordance with the funding amounts secured as part of the Ohio Public Works Commission agreement:
 - a. Final Design/Bidding \$12,984.00
 - b. Construction Admin/Inspection \$26,000.00
 - 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
 - 3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
 - 4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
- B. *Period of Service:* The compensation amount stipulated in this Agreement is conditioned on a period of service not exceeding the Time for Completion set forth in Paragraph 3.02. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining

prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in an exhibit to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless both parties mutually agree to use other general conditions.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.

- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its

officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in this paragraph. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - 1. Commercial General Liability. Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence for bodily injury and / or property damage with a \$1,000,000 annual aggregate. This shall include products / completed operations coverage and shall also include Broad Form Contractual Insurance specifically covering this Agreement.
 - 2. Business Automobile Liability. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Consultant with a minimum combined single limit of liability of \$1,000,000 for bodily injury, death and / or property damage.
 - 3. Workers' Compensation / Employers' Liability. Workers' Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws.
 - 4. Professional Liability. Professional Liability Insurance in an amount not less than \$2,000,000 per claim / annual aggregate on a claims-made basis.

- B. Owner shall procure and maintain policies of property and liability insurance for the Project. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in the Agreement. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in the Agreement. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and the Agreement will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the

effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Agreement.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other dispute resolution procedures.

Exhibit K – Amendment to Owner-Engineer Agreement.

EICDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Page

- B. All disputes between the parties arising out of this Agreement that are not resolved by negotiation shall be subject to arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. In no event shall a demand for arbitration be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.1.1 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in this Agreement.
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such Item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *Confidential and Proprietary Information:* Owner agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Engineer pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available by Owner to any third-party without the express written consent of the Engineer unless such information (a) was known by the Owner prior to receiving the confidential information from the Engineer; (b) becomes rightfully known to the Owner from a third-party source not under an obligation to the Engineer to maintain confidentiality; (c) is or becomes publicly available through no fault of or failure to act by the Owner in breach of this Agreement; or (d) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation.
- G. *Construction:* The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it

- H. *Counterparts*: This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer beyond those identified as Basic Services in Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, Issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to

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- (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
 10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
 11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
 12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
 13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
 14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
 15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
 16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
 17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables,

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whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in an exhibit to this Agreement.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an Individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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Page

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Canfield

Engineer: ms consultants, inc.

By: _____

By: Steve Preston

Print name: Chuck Colucci

Print name: Steve Preston, P.E.

Title: Acting City Manager

Title: Project Manager

Date Signed: _____

Date Signed: March 15, 2023

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Canfield
104 Lisbon Street
Canfield, Ohio 44406

ms consultants, inc.
333 East Federal Street
Youngstown, Ohio 44503

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Chuck Colucci

Steve Preston, P.E.

Title: Acting City Manager

Title: Project Manager

Phone Number: 330-533-1101

Phone Number: 330-744-5321

E-Mail Address: ccolucci@canfield.gov

E-Mail Address: spreston@msconsultants.com

EXHIBIT A

SCOPE OF SERVICES

City of Canfield 2023 Street Improvement Project

March 15, 2023

Project Understanding

ms consultants, inc. (Engineer) understands that the City of Canfield (Owner) intends to enter into an agreement with an Engineer for the 2023 Street Improvement Project. The Scope of Services for the project consists of the following:

1. Design/Bidding

- A. Prepare resurfacing specifications for a standard 1.5 inch "mill and fill" pavement project. The specifications shall include pavement planing, tack coat, and asphalt surface course for the following streets:
 - i. *Base Bid*
 - Millbrook (0.30 miles between Findlay Court and Shadydale Drive)
 - Greenmont (0.53 miles between Findlay Court and Shadydale Drive)
 - Sleepy Hollow (0.65 miles between N. Broad Street and Blueberry Hill)
 - ii. *Alternate Bid*
 - Fair Park Driveway and Parking Area
 - Greasel Park Driveway and Parking Area
- B. Construction drawings showing the location of the roadway section to be resurfaced or repaired shall be provided in the contract documents. A standard cross section detail will be provided. Specifications will follow ODOT Construction & Material Specifications.
- C. Produce a set of contract documents that will include construction drawings, notices to Contractors, general and special conditions and construction specifications.
- D. Provide a detailed construction cost estimate based on current prices calculated from items of work to be performed.
- E. Prepare the necessary documents and submit the final set of construction drawings and specifications to the Owner for final approval.
- F. Engineer shall assist Owner in bidding of the project by assisting in the distribution of plans and contract documents, answering all questions during the bidding procedure, preparing and issuing all addenda (one addenda assumed), assistance in the receipt of bids, review of all bids including reference checks, preparation of a bid tabulation and recommendation of award letter.

2. Construction Administration/Inspection

A. General Administration of Construction Contract

- i. Engineer shall consult and advise the Owner. All of the Owner's instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

B. Visits to Site and Observation of Construction

- i. Engineer shall provide a project representative (PR) totaling no more than 120 hours of full-time inspection for one inspector for the scheduled duration of the project to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. The work will be based on the Contractor's schedule. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Owner informed of the progress of the work.
- ii. The purpose of Engineer's visits to the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer efforts to provide for the Owner a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work. Also Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s), or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

C. Defective Work

- i. During such visits and on the basis of such observations, Engineer may advise the Owner to disapprove or reject Contractor(s) work while it is in progress if Engineer believes that such work will not produce a completed project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the project as reflected in the Contract Documents.

D. Interpretations and Clarifications

- i. Engineer shall issue necessary interpretations and clarifications of the

Contract Documents and in connection therewith prepare work directive changes and change orders as required.

E. Shop Drawings

- i. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

F. Substitutes

- i. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s).

G. Inspections and Tests

- i. Engineer shall as the Owner's representative, require special inspection or testing of the work, and shall receive and review all certifications of inspection, testings and approvals required by laws, rules, regulations, ordinances, codes, or orders of the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents.

H. Disputes between the Owner and Contractor

- i. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of the Owner and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of work. Engineer shall not be liable for the results of any such interpretations or decisions rendered in good faith.

I. Application of Payment

- i. Based on Engineer's onsite observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
- ii. Engineer shall determine the amount owing to Contractor(s) is such amount. Such recommendations of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations).
- iii. By recommending any payment, Engineer will not hereby be deemed to have

represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examinations to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

J. Contractor(s) Completion Documents

- i. Engineer shall receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, test and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the Owner with written comments.

K. Inspections

- i. Engineer shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor or supplier, or any of the Contractor(s) or subcontractors' or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s) work; however, nothing shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents.

3. Additional Services of Engineer

A. Services Requiring Authorization in Advance

- i. If authorized in writing by the Owner, Engineer shall furnish or obtain from others Additional Services that are not included as part of Basic Services; these will be paid for by the Owner as a negotiated extra to the proposed work.
- ii. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design

documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

- iii. Preparing to serve or serving as a Engineer or witness for the Owner in any litigation, arbitration or other legal or administrative proceeding involving the project.

4. **Owner's Responsibilities**

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to Engineer's services for the project.
 - i. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
 - ii. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
 - iii. Furnish approvals, pay for and secure all permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
 - iv. If the Owner designates a person to represent the Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
 - v. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
 - vi. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.
 - vii. Furnish, or direct Engineer to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
 - viii. Bear all costs incidental to compliance with the requirements of this Section.

5. **Assumptions/Exclusions**

- A. The scope of work does not include any field survey services.
- B. Asphalt core samples and geotechnical investigation will not be performed for this project.

- C. The Engineer assumes that work to be performed will be a standard 1.5" "mill and fill" resurfacing. In the event that additional Engineering is required outside of a standard "mill and fill" project, Engineer and Owner shall negotiate a modification to this agreement.

6. Period of Service

- A. The Engineer agrees to commence work within ten (10) days after written authorization to proceed and to be prepared to bid within sixty (60) calendar days of the Notice to Proceed.

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MS CONSULTANTS, INC.
IN THE FORM ATTACHED HERETO FOR ENGINEERING SERVICES
RELATED TO STORM SEWER INFRASTRUCTURE

WHEREAS, the City of Canfield hereby desires to engage MS Consultants, Inc. with regards for project management for engineering services related to improvements to the existing storm sewer infrastructure between Moreland Drive and Bradford Drive and along South Briarcliff Drive and Cardinal Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANFIELD, COUNTY OF MAHONING COUNTY, AND STATE OF OHIO:

Section 1: That the City Manager is hereby authorized and directed to enter into the attached agreement with MS Consultants, Inc. for the provisions of certain services as described therein, for an amount not to exceed \$15,000.00 (Fifteen Thousand Dollars and Zero Cents) to make improvements to storm sewer infrastructure.

Section 2: That this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meeting 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 _____, 2023.

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

A/E SERVICES AGREEMENT

CITY OF CANFIELD 2023 STORM SEWER IMPROVEMENT PROJECT

This Agreement (the "Agreement") is entered into and made effective as of the ____ day of _____ 2023, by and between **ms consultants, inc.**, 333 East Federal Street, Youngstown, Ohio 44503 ("Consultant") and the City of Canfield, 104 Lisbon Street, Canfield, Ohio 44503 ("Client"). The Consultant Client are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the mutual promises, covenants, and agreements contained herein, which the Parties acknowledge are good, valuable and sufficient consideration for this Agreement, the Parties, intending to be legally bound, promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform design and bidding services (the "Services") or as assigned to Consultant from time to time by the Client, either verbally or via written work order directive. Such Services shall be further described in the document attached as Exhibit A.
2. Standard of Care. Consultant shall perform the services under this Agreement with the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same or a similar locality.
3. Term. Consultant shall complete its obligations within a reasonable time and, in any event, no later than the dates set forth in any exhibit or amendment to this Agreement.
4. Compensation & Payment. For the Services described in Paragraph No. 1, Client agrees to compensate Consultant the lump sum fee of **Fifteen Thousand Dollars and Zero Cents (\$15,000.00)** ("Compensation") in accordance with the funding secured through the Ohio Public Works Commission (OPWC). Consultant shall invoice Client on a monthly basis for the Services and shall include supporting documentation as may be requested by Client. Payments are due and payable upon presentation of the Consultant's monthly statement. Amounts unpaid thirty days after the invoice date shall bear interest at the rate of 2.0% per month on the unpaid balance.
5. Independent Contractor. The Services of the Consultant will be provided as an independent contractor and Consultant will not be entitled to compensation as an employee, including but not limited to employee retirement benefits, vacation and sick leave and Consultant is not an employee of the Client.
6. Reuse of Documents. Documents prepared by Consultant are not intended or represented to be suitable for reuse by the Client for any other project outside the description provided of the project in this Agreement and any exhibits to it. Any reuse by Client of such documents without specific written verification and consent of the Consultant will be at the Client's sole risk without liability or legal exposure to Consultant. Client agrees to hold harmless the Consultant for any breach of this provision.
7. Confidentiality. The Client agrees to keep confidential and not to disclose any data or information provided by Consultant which is not otherwise in the public domain or required to be disclosed by order of a court or as required by law.

8. Insurance. Consultant shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or death of any and all employees or of any person other than such employees, and from claims for damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by law or as set forth herein. Commercial general liability and automobile insurance in an amount not less than Two Million Dollars (\$2,000,000.00) for injuries, including those resulting in death, to any one person, and in an amount not less than Two Million Dollars (\$2,000,000.00) on account of any one accident or occurrence; non-owned and hired auto coverage combined single limit of \$1,000,000 per occurrence; uninsured motorist coverage in the amount of \$1,000,000 per occurrence. Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. All policies of insurance relating to the project shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the Parties, or any insureds, additional insureds, or loss payees thereunder.
9. Indemnification. To the fullest extent permitted by law Consultant shall indemnify and hold harmless Client from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the project itself), but only to the extent caused by the negligent acts or omissions of the Consultant, its subconsultant, anyone directly or indirectly employed by them or anyone for whose acts the Consultant may be liable.
10. Consequential Damages. The Client and Consultant waive indirect and consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.
11. Successors. All provisions herein contained shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Client and of Consultant.
12. Severability. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the Parties as indicated by any such stricken term or provision.
13. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.
14. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a Party unless set forth in writing and signed by or on behalf of a Party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The Parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this paragraph.

15. Termination. This Agreement may be terminated by either Party upon written notification to the other party and effective as of the date set forth in such notification. In the event the Client terminates the Agreement, the Consultant shall immediately cease all Services and Client shall immediately compensate Consultant for Services rendered.
16. Applicable Law; Rights Cumulative. This Agreement shall be construed in accordance with the laws of the State of Ohio, without reference to a state's conflict of law rules. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.
17. Third Party Beneficiaries. There are not third party beneficiaries to this Agreement.
18. Construction. The Parties acknowledge that each Party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
19. Dispute Resolution. All disputes arising out of this Agreement shall be subject to mediation as a condition precedent to arbitration as administered in accordance with the then current rules for arbitration as established by the American Arbitration Association.
20. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall comprise one and the same document. The Parties shall accept facsimile or other electronic signatures to this Agreement and the same shall be valid as though it were an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the date set forth in the recitals above:



Consultant: ms consultants, inc.

Client: City of Canfield

EXHIBIT A

SCOPE OF SERVICES

City of Canfield 2023 Storm Sewer Improvement Project

March 15, 2023

Project Understanding

ms consultants, inc. (Engineer) understands that the City of Canfield (Owner) intends to enter into an agreement with an Engineer for the 2023 Storm Sewer Improvement Project. The project is intended to be bid as Part 2 of the Sawmill Creek Improvement Project using separate funding resources from the Ohio Public Works Commission (OPWC). The Scope of Services for the project consists of the following:

1. Design/Bidding

- A. Prepare final design drawings and specifications for the storm sewer improvements between Moreland Drive and Bradford Drive and along South Briarcliff Drive and Cardinal Drive as shown in the Exhibit B Location Map. Total improvements are approximately 665 linear feet.
- B. Provide a detailed construction cost estimate based on current prices calculated from items of work to be performed.
- C. Submit drawings at 75% completion and final completion to the utilities for review.
- D. Submit the final deliverable to the Owner for final approval.
- E. Engineer shall assist Owner in bidding of the project by assisting in the distribution of plans and contract documents, answering all questions during the bidding procedure, preparing and issuing all addenda (one addenda assumed), assistance in the receipt of bids, review of all bids including reference checks, preparation of a bid tabulation and recommendation of award letter.

2. Additional Services of Engineer

A. Services Requiring Authorization in Advance

- i. If authorized in writing by the Owner, Engineer shall furnish or obtain from others Additional Services that are not included as part of Basic Services; these will be paid for by the Owner as a negotiated extra to the proposed work.
- ii. Services resulting from significant changes in the general scope, extent or character of the project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character in construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

- iii. Preparing to serve or serving as a Engineer or witness for the Owner in any litigation, arbitration or other legal or administrative proceeding involving the project.

3. Owner's Responsibilities

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to Engineer's services for the project.
 - i. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
 - ii. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
 - iii. Furnish approvals, pay for and secure all permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
 - iv. If the Owner designates a person to represent the Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
 - v. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
 - vi. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.
 - vii. Furnish, or direct Engineer to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
 - viii. Bear all costs incidental to compliance with the requirements of this Section.

4. Assumptions/Exclusions

- A. The scope of work does not include any field survey services.
- B. Geotechnical investigation will not be performed for this project.
- C. Engineer will not provide right-of-way or easement acquisition services. All work is anticipated to be within the right-of-way or within an existing easement.
- D. Environmental permits are not anticipated and services are not included.
- E. Construction administration and inspection is not included.

5. Period of Service

- A. The Engineer agrees to commence work within ten (10) days after written authorization to proceed and to be prepared to bid within one-hundred fifty days (150) calendar days of the Notice to Proceed.

2023 Storm Sewer Improvement Project

City of Canfield, Ohio

Exhibit B

Moreland Drive

Bradford Drive

South Briarcliff Drive

Upsize Approx. 440 LF
of Storm Sewer to 24" in
Ex. Easement

Upsize Approx. 225 LF
of Storm Sewer to 24"



900 ft

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE DECLARING SURPLUS PROPERTY
AND AUTHORIZING ITS DISPOSAL

WHEREAS, the City Manager has recommended that certain vehicle and equipment are no longer needed by the City; and

WHEREAS, Council desires to declare the following vehicle and equipment surplus and dispose of it.

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

Section 1: The following vehicle and equipment are hereby declared surplus:

VEHICLES/EQUIP	VIN/SERIAL NUMBER	YEAR	MODEL
Pick-Up Truck	Vin#1FT7X3B64BEC34144	2011	Ford F-350
Quality Trailer	Vin # 550FA2022JS003069	2018	

Section 2: The City Manager is hereby authorized to dispose of the listed vehicle and equipment in accordance with the applicable City of Canfield Ordinances.

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 Ohio Revised Code.

PASSED IN COUNCIL THIS _____ DAY OF _____ A.D. 2023.

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

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
MARCH 15, 2023-5:30 P.M.

The meeting was called to order by Mr. 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 and Mr. Neff.

Absent: Mr. Tieche

Under **PROCLAMATIONS AND PRESENTATIONS**, there were none.

Under **MINUTES**, The Minutes of the Regular Meeting on March 1, 2023 and the Budget Meeting on March 1, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. NEFF: I have none.

MR. DRAGISH: I have none.

MR. NACARATO: I have none.

MR. MORVAY: I do have a couple. I brought up last time about the East Palestine spill, the derailment. At the Home and Garden Show, I was asking several people, these water filtration places, if they tested for any of these chemicals that spilled in East Palestine and they don't. Doing some research, some of this stuff that they would test for, this vinyl chloride, butyl acetate, isopropylene, probably would be like a \$3,000-\$3,500 test. I brought it up last time, I don't know if it would be worth getting a baseline, where we're at with our water today, similar to what we do with the copper test. Then, test in a year or so. I do understand that we're not in this water shed that is in danger. We're Meander. I don't know if it would be worth it or not.

CHIEF OF POLICE: I was talking with John and he's going to reach out to Harry Johnson for another reason and he could talk to him. John, I don't want to put you on the spot but could we test our water supply at the point where we get it?

PUBLIC WORKS SUPERINTENDENT: I can definitely have a conversation with Cardinal Labs and express what you just told us, as far as what you want tested. I'm sure that the lab could send it out or do it in-house but I think that type of testing they would have to send it out to their labs.

MR. MORVAY: Counselor, I don't know if we can get in that with a contingent piece in their lawsuit against the railroad company, that if we do incur these costs, maybe we can get reimbursed. I don't know.

ATTY. FORTUNATO: I can look into that.

MR. MORVAY: Okay. I know Atty. Comstock for the Fire District, he is putting us in, like a contingent, in case we come up with—we've had our guys tested. If something does arise, I know he's putting together some kind of contingent contract, that we would be able to get into the lawsuit and get reimbursed.

ATTY. FORTUNATO: I'll talk to Atty. Comstock.

MR. MORVAY: Okay. Mike brought this up tonight, I also noticed it but I never said anything, the sidewalks on South Broad Street, from the Fairground down to the Dairy Queen, both sides are pretty bad but the one side that's really bad is the west side. I don't know if we have the homeowners address it.

CHIEF OF POLICE: Typically, it's the homeowner is responsible for sidewalks, repair and maintenance.

MR. MORVAY: I know that was a time that we got a grant to do sidewalks.

CHIEF OF POLICE: I think that was a school zone.

ATTY. FORTUNATO: You can also do the work and assess the property owners on a square foot frontage basis.

MR. MORVAY: We maybe want to look at those because they are pretty bad.

CHIEF OF POLICE: Sure.

MR. NEFF: There are a few around the Green as well.

CHIEF OF POLICE: I think, lifted, uneven.

MR. MORVAY: Yes. That's all I had. Chief any communications?

CHIEF OF POLICE: If we get this budget passed, there is a mini excavator that would help us a lot. Under Communication, we've just been working on the budget. I have no announcements. We talked about this, this morning, well, Chris, Bruce and I did anyway, the Canfield High School Band Director is going to set a date in May when they're going to do a free concert on the Green. He's dealing with Patty now. We talked, I told him the city would endorse this.

CLERK: It's actually May 22nd.

CHIEF OF POLICE: May 22nd there will be a free band concert. They did it last year, they look to continue to do it. This is not a part of the Monday series of band concerts.

CLERK: It will be from 6:30-8:00.

MR. NEFF: What day of the week is that?

CLERK: It's a Monday.

MR. MORVAY: We'll move onto Reports.

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

MR. NEFF: I did not bring my notes from Planning & Zoning. Mike would you be able to cover that?

ZONING INSPECTOR: Yes.

MR. NEFF: Thank you.

MR. DRAGISH: I have my Mayor's Monthly Statement to Council. We received \$670.01, collections to the city. I also received a letter from the Arbor Day Foundation that we are again, once a part of the Tree City USA. That's a great thing to be a part of. I literally just read it right now. Thank you.

MR. NACARATO: Design Review met last week, we had one thing on our agenda and it was signage for the BP Station; which is now becoming Shell Station on Main Street. Everything passed.

MR. MORVAY: I sit on the board for the Fire District. We had 4 firefighters sent and have been tested by a physician to get a baseline on their general health, so we can have something to track later on. These 4 firefighters were down in the zone when they ignited the one tanker. As I said, Atty. Comstock is putting us into some contingent place in case we have to go back and get reimbursed for anything. We also had the use of our truck, we lost 4 hoses in the process because of the contamination and some other items. We're seeking reimbursement from Norfolk Railroad for about 8 or 9 thousand dollars. In the meantime, we've hired two new full-time firefighters. We've hired 3 part-time firefighters. We have one firefighter who has been with us for 45 years, Joe Morell. He is going to retire April 1st. If you know Joe or see him, thank him for his service. He's been an excellent, excellent, firefighter/paramedic. We wish Joe the best. That's all I have.

PUBLIC WORKS SUPERINTENDENT: Public Works just recently completed, it was mentioned last meeting about the walls at Fair Park. We had a crew go in there over the past two days and painted the walls inside the building. The ceiling tiles, we pulled down a lot of stuff that was stuck, taped. We cleaned that up. If we need to do a tile replacement, we'll budget for it, next year, which we can do in-house. We just need the material. The painting alone, I think you have a meeting on Friday, it really brightened the place up. We are continuing with our maintenance with the sanitary jetting, that will come to a close here soon. That crew will go on the brush pick-up. That's also a reminder that April 3rd, we will start in Zone 1; which is that north east section. We'll spend a whole week in zone 1. All the zones get a week. Crews are still collecting data for the GIS collections. The new developments, we go in with our GIS Equipment and locate these service boxes, manholes, anything that's a utility that we're responsible for on those GIS Systems. It takes a little time. We're getting them in. But once they're in, they're in there. The water meter change-outs, we've had a crew on that 5 days a week. They're coming along really good. I have to compliment, Patty took over that job. She took over scheduling. The guys are excited, I'm excited. We have full schedules. The residents are excited, she gets to talk to them. Just doing a really great job and we appreciate that.

MR. MORVAY: How far along are we in the project, John? Percentage wise.

PUBLIC WORKS SUPERINTENDENT: We're nearly done with this south zone; which consisted of 800-900 meters. Right now, we're going to be working into the north east section. We're just getting started in there. I don't have a specific count at this time but we're moving along really good, we have a full schedule every day. We just got to keep at it.

FINANCE DIRECTOR: Hopefully we can get meters.

PUBLIC WORKS SUPERINTENDENT: Right. When you order them, you're not getting them for 6 to 8 months.

MR. MORVAY: A very important person right now, our Finance Director, Mrs. Christine Clayton. I've been working on the budget and I'll answer questions when we get there.

ZONING INSPECTOR: For the month of March, we issued 6 permits for a total valuation of \$96,442.00. Alexander Construction will be building a new home in Stonebridge. Steve Cocca is partners with Steve Delucia, he is building 2 houses in Stonebridge and he will be going to Villa Theresa and building his next house, once he gets the Stonebridge house finished. Next month you're going to have a replat on your agenda from IES, they're coming in to replat the parcel, they're putting an addition on, they'd like to start in May. At Planning & Zoning we set a public hearing for a conditional use permit for inside storage facility at 530 W. Main and an adjustment for more than one building on a lot. That will be for next month's agenda.

MR. MORVAY: Thank you. Our Clerk, Patty Bernat.

CLERK: Well, I had a report but everybody already said everything I was going to say. (laughter). The only thing I can add is the Tree City Awards Program is April 26th in Cambridge, Ohio.

MR. MORVAY: And you're working on Concerts on the Green.

CLERK: Yes, I am.

MR. MORVAY: Chief, you got many hats.

CHIEF OF POLICE: I do not have too much to report for many reasons. The one thing that I do have to report, I'm still working together, I don't want anyone to think we've forgotten about this important process in selecting our next city manager. We're on a timeline now and I'll be getting the timeline to Council here soon. We're putting it together. The deadline is coming up on candidates and Council is going to be reviewing the top 15 candidates real soon. There will be some skype interview and in-person finalist interviews. According to the timeline, we should have a person selected by the end of May.

MR. MORVAY: Great.

CHIEF OF POLICE: I'm happy about that. I think it's promising and promising for the community. I'll get more of that information out to you as time goes. I really like their process. I like their system. They're crossing all the T's and dotting all the I's, checking all the boxes. Also, I brought up last week about the Aldi Project, I am still working as hard as I can, the Mayor and other to try and make this happen. We are still waiting to hear back from Aldi. In the meantime, we're doing what we can do on the city front to try and fix some of the problems that we see holding back the project, such as Aldi.

On the police front, the fitness assessment for the Civil Service. We are two full-time officers short. We give a written test and then we give a physical fitness assessment test. Those who pass both, we merge and start doing interviews. So, hopefully, we find some promising applicants out of that group. That's it.

ATTY. FORTUNATO: I have a few items. We're working through a variety of different ordinances, some of which are on the agenda tonight. Some you'll see over the next couple of months. The Charter Review Commission Meetings will start on Monday the 20th. We're starting that process and hope to wrap that up sometime in either June or July, so we can have some decisions made about whether we'll propose amendments or not. They have to be to the ballot by August. That's it.

MR. MORVAY: Council, questions for these reports? Hearing none. Residents?

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Just a couple things, with the testing you suggested for the water. Is it drinking water? Is it runoff water?

MR. MORVAY: Drinking. I'm concerned about drinking water.

KATHRYN YOUNG: It's also the runoff, that you can take right here at the high school. There are other things in the water, that I believe, the EPA is going to be testing for like (inaudible). So, that's coming. Also, soil too. The other question I had, Aldi's going across from (potentially) Giant Eagle, is that correct?

COLLECTIVELY: Yes.

KATHRYN YOUNG: When we had that big water issue, there was water that flowed right down into Giant Eagle and if Aldi's takes that hill, is there some kind of study for the water that is going to be shooting off of that?

COLLECTIVELY: Yes, I'm sure.

ATTY. FORTUNATO: Actually, new development alleviates the problems. People think new development is responsible for a lot but it's usually older areas that flood. In new developments, the requirements are so stringent, in terms of holding the water, retaining the water, detaining the water, it alleviates a lot of problems. There will be vigorous testing.

MR. MORVAY: Correct me if I'm wrong, but there is underground water storage at McDonald's.

ATTY. FORTUNATO: McDonald's and....

ZONING INSPECTOR: The Fire Station has it.

ATTY. FORTUNATO: There is a massive sanitary line that runs right under Giant Eagle. It's been there for decades.

MR. MORVAY: Anybody else? Hearing none.

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

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. I had a question on the Cash Basis Fund Summary for 2023. There is a column there called -Non-Expendable Corpus, what is that?

FINANCE DIRECTOR: It's money we're not allowed to spend. (Laughter).

MR. MICCHIA: It looks like we did a good job.

FINANCE DIRECTOR: We can only spend the interest. We can't spend the actual money.

MR. MICCHIA: There are only 2 items. One for \$100,000 for Parks/Village General Trust Fund and another one for \$15,000 for Fair Park Trust Fund.

FINANCE DIRECTOR: If you look further down, there is also one for the cemetery. The permit fees we're not allowed to spend. We can only spend the interest.

MR. MICCHIA: I'm not seeing one for the cemetery.

FINANCE DIRECTOR: It's Fund 4001.

MR. MICCHIA: Anyway, I was just wondering what that meant. Corpus in Latin means body.

FINANCE DIRECTOR: We have to leave that money sitting there. We can only spend the interest.

MR. MICCHIA: When you go all the way to the end it shows a balance of \$26,000 and \$86,000.

FINANCE DIRECTOR: That we can spend.

MR. MICCHIA: That we can spend. I was just curious what that meant.

MR. MORVAY: Thank you, Frank. Mr. Wingard.

MR. WINGARD: Denny Wingard, 284 Jade Circle. I'm on the Facilities Committee for the schools as well as Anthony, Lex Calder, Dick Duffett and others. A concern that is going to be coming up is the big building across the street, as well as the property. There are so many options that are being discussed. We'll have our 6th session coming Thursday, there will be 9 sessions. In the past, there was some discussion about what to do with the building. The current figure to tear that building down is...

MR. MORVAY: Which building are we talking about?

MR. WINGARD: The middle school. 1.73 million dollars. That's one of the buildings, we're talking possibly about tearing down two other buildings. I know the city had some type of agreement with the school district for that first round. I wasn't aware, until about 45 minutes ago that tentative agreement was, I talked to Dick Duffett back and forth.

MR. MORVAY: But it's all null now.

MR. WINGARD: I understand that. Something is going to have to be done in the next few weeks.

MR. MORVAY: They're not interested in any property out there now.

MR. WINGARD: Here at this property.

MR. MORVAY: I know but it was a trade with Red Gate.

MR. WINGARD: Yes. I'm curious if the city is going to be interested in that property, out here parking is going with the building.

MR. MORVAY: We don't know. No plans.

MR. DRAGISH: We had plans. We had an idea of what we wanted to do. But if we don't have the property as a trade, the million dollars to cover the knock down, obviously we're not going to cover it ourselves.

MR. WINGARD: That was the old plan. The new plan, that is coming down the road, we're trying to determine what is going to happen with the building. That is a possibility the building stays but it may not stay the same owner. I was talking to Dick Duffett before I came over here and he said, it was a tentative plan between himself, Alex Gordan which is the past superintendent and the YMCA. I misunderstood what he was talking about until a few minutes ago. They were under the understanding, pretty close to it, that the YMCA was going to build a west unit. They wanted to build in Austintown and that fell through. They wanted to build it on the boy scout camp before they built in Boardman. It fell through here and they built in Boardman. They had a tentative agreement that the Y would build on this property and the new middle school would be built and there would be a win-win three different ways. That's news to myself.

MR. MORVAY: That's news to us too.

MR. WINGARD: Here are some ideas that I came up with, with regard to that building, that I thought would be attractive. I'm not certain where that's going. You can read through it at your leisure. That's it. Thank you.

MR. MORVAY: Thank you. Mr. McLain

MR. MCLAIN: Corey McLain, 369 E. Main Street. I just want to give a story to Chuck, the Police Chief and Bruce Neff. Last week, I arrived from Cleveland around midnight. I got into Canfield at 1:30 in the morning. As a Canfield resident for 8 years, the officers all know who drives what. They see your car probably 6 times a day. They know my car and they know me. I'm an advocate for police officers. I stood up here last year about this RED Initiative that has Canfield's name on it for whatever reason, I don't know why. I think it should be removed Bruce. Canfield should not be associated with that RED Initiative. That's a side note. I got pulled over. The reason why I got pulled over was because I was swerving back and forth on the lines, like a drunk driver would. I was actually falling asleep at the wheel from Austintown to Canfield. I thought I would wake up when I get closer to home and I didn't. My point is, the officer did the right thing. He knew I was a hometown person or I live here and he pulled me over anyway. He did his job. Regardless if I was a resident or not. Police Officers get such a bad rap from outsiders who don't know what Canfield is about. Sometimes, some politicians (inaudible) with Canfield. Our officers are good and I think they should keep doing their job.

CHIEF OF POLICE: Thank you.

MR. MCLAIN: You're welcome.

MR. MORVAY: He might have saved your life.

MR. MCLAIN: Exactly.

MR. MORVAY: That's all I have on the list. Is there anybody else? Hearing none.

Under **OLD BUSINESS**, there is none.

Under **NEW BUSINESS**:

ITEM A: An Ordinance Amending Canfield Codified Ordinance Section 1141.15.

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:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. President, I have an Ordinance Amending Canfield Codified Ordinance Section 1141.15. This constitutes first reading.

MR. MORVAY: Patty did you schedule a hearing.

CLERK: April 19th at 5:00 pm.

ITEM B: An Ordinance Creating the Overbrook Stormwater Project Fund.

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: 4 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: 4 Votes-Yes
0 Votes-No
Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Creating the Overbrook Stormwater Project Fund. I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Chief can you give us a briefing on this Ordinance.

CHIEF OF POLICE: In order to account for the grant award and the associated expenses related to the grant, the city must create a separate fund to segregate the revenue and expenses from our normal city operations.

MR. MORVAY: Council questions? Hearing none. Residents, questions? Hearing none.

ROLL CALL ORDINANCE: 4 Votes-Yes
0 Votes-No
Ordinance passes.
Ordinance 2023-09

ITEM C: Annual Appropriation Ordinance to Make Appropriations for Current Expenses and other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2023.

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. NEFF: Second.

ROLL CALL ON MOTION: 4 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: 4 Votes-Yes
0 Votes-No
Motion passes.

MR. NACARATO: Mr. President, I have an Annual Appropriation Ordinance to Make Appropriations for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, during the Fiscal Year Ending December 31, 2023. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Chief, this is our budget. Do you have anything to add?

CHIEF OF POLICE: State law requires that municipalities adopt a fiscal year budget prior to March 31st each year. At the December 21, 2022 Council Meeting an Ordinance was passed to approve a temporary appropriations expenditure for fiscal year 2023. City staff presented the annual capital requests for each department at a budget work session on March 1st. The annual appropriations in this ordinance include the items that were discussed during the budget work session. The ordinance adopts the final annual appropriations for the City of Canfield for the fiscal year ending December 31, 2023.

MR. MORVAY: I had a discussion with our Finance Director, Christine Clayton and she was onboard with it. I think we got most everything in that we looked at in that budget section. It will be in a good financial situation at the end of the year. Council any questions or concerns with the budget? Hearing none. Residents, any questions or concerns? Hearing none.

ROLL CALL ON ORDINANCE: 4 Votes-Yes
0 Votes-No
Ordinance passes
Ordinance 2023-10.

ITEM D: An Ordinance Authorizing Change Order Number 3 for Kirila Contractors, Inc. (Bradford Dr. & Herbert Rd. Water Line Replacement).

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:	4 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:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. NEFF: Mr. President, I have an Ordinance Authorizing Change Order Number 3 for Kirila Contractors, Inc. (Bradford Dr. & Herbert Rd. Water Line Replacement). I move for passage.

MR. NACARATO: Second.

MR. MORVAY: Chief, why are we passing this Ordinance and what does this change order entail?

CHIEF OF POLICE: The bottom line is, the total change order is \$3,639.00. The majority of this type of work do require change order. We try and keep it to a minimal. Everything within these additions and deductions makes complete sense to staff.

MR. MORVAY: Council questions? Hearing none. Residents, questions? Hearing none.

ROLL CALL ON ORDINANCE:	4 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2023-11.

ITEM E: An Ordinance Providing Transfers to Various Funds.

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:	4 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:	4 Votes-Yes
	0 Votes-No
	Motion passes.

MR. DRAGISH: Mr. President, I have an Ordinance Providing Transfers to Various Funds. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Christine can you explain?

FINANCE DIRECTOR: Those particular funds don't have enough money to cover the expenses that we approved. So, we need to transfer some money from the General Fund. It's the only one that can transfer money to the other funds.

MR. MORVAY: This aligns with our budget that we just passed.

FINANCE DIRECTOR: Correct.

MR. MORVAY: Council questions?

MR. NEFF: This is for the pump track and Pickle Ball improvements and nets.

FINANCE DIRECTOR: Correct.

MR. MORVAY: Residents, questions or concerns?

LEX CALDER: Lex Calder, 145 Willow Bend. Thank you for the bike park, it's awesome.

MR. MORVAY: It hasn't been voted on yet.

LEX CALDER: The repaving for.....

FINANCE DIRECTOR: What we decided to do with the repaving for both parks, they're going to put it in the bid package for the city repaving. We'll do a budget adjustment at that time. Then we'll know the dollar amounts. It's going to be bid as an alternate to our regular paving program. Then we decide then whether we want to do it or not, or postpone it until next year.

LEX CALDER: Thank you.

KATHRYN YOUNG: Kathryn Young, 570 Barbcliff. Thank you, in advance.

MR. KUBITZA: Mike Kubitza, 262 Fairview. In regards to repaving, somebody should be taking a look on Indian Lake between Hood and S. Broad Street. The devil strip between the sidewalk and the street. There is about a two-foot section that is always mud.

MR. MORVAY: Okay. John you on that.

PUBLIC WORKS SUPERINTENDENT: He's correct, it is bad. We probably won't pursue that until after that waterline is installed. If everything goes according to plan and we get that line replaced. They'll be right in that area.

MR. MICCHIA: Frank Micchia, 220 Glenview. Let me understand this, there is \$109,500.00 what are we paving?

FINANCE DIRECTOR: We're not paving anything. That's for the operation of the parks and the bike track and Pickleball nets.

MR. MICCHIA: Okay, what about the pump track?

COLLECTIVELY: That's in there.

FINANCE DIRECTOR: They requested \$50,000 for that. That's in there.

MR. MICCHIA: That's for paving.

MR. MORVAY: No. We're going to address the paving down the road. It's going to be ...

FINANCE DIRECTOR: We've been discussing paving the parking lots at both parks.

MR. MICCHIA: This is going into the construction of the pump track?

FINANCE DIRECTOR: Yes, \$50,000.

MR. MICCHIA: Fifty-Thousand is going into the construction.

MR. MORVAY: Yes.

MR MICCHIA: That's actually creating the waves.

MR. NEFF: But there is a matching grant.

MR. MORVAY: Lex got it all under control.

MR. MICCHIA: We're saying the pump track is ago?

MR. NACARATO: We haven't voted on it yet.

ATTY. FORTUNATO: You're on your bike.

MR. MICCHIA: The pump track is ago, if we vote on it.

COLLECTIVELY: Yes.

MR. MORVAY: Anybody else? Hearing none.

ROLL CALL ON ORDINANCE:

4 Votes-Yes

0 Votes-No

Ordinance passes

Ordinance 2023-12.

MR. MORVAY: The pump track is ago.

ITEM F: An Ordinance Authorizing the City Manager to Enter into A Contract with MS Consultants, Inc. for Engineering Services Related to the Indian Lake Waterline Replacement Project and Declaring 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: 4 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. NEFF: Second.

ROLL CALL ON MOTION: 4 Votes-Yes
0 Votes-No
Motion passes.

MR. NACARATO: Mr. President, I have an Ordinance Authorizing the City Manager to Enter into A Contract with MS Consultants, Inc. for Engineering Services Related to the Indian Lake Waterline Replacement Project and Declaring Said Ordinance an Emergency. I move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Chief can you explain this waterline replacement ordinance and why it's an emergency.

CHIEF OF POLICE: The City intends to replace the waterline on Indian Lake Blvd. The engineer on the project is MS Consultants. The cost of the replacement shall not exceed \$42,571.00. This Ordinance authorizes the City Manager to enter into a contract with MS Consultants for the Indian Lake Waterline Replacement Project.

MR. MORVAY: This is for the engineering services, correct?

CHIEF OF POLICE: Yes.

MR. MORVAY: Council questions?

MR. MORVAY: This is a project that is absolutely necessary. In the long run, it will save the city a lot of money because of the repairs that we've been doing on these waterlines. Residents, questions? Hearing none.

ROLL CALL ON ORDINANCE: 4 Votes-Yes
0 Votes-No
Ordinance passes
Ordinance 2023-13.

Under **COUNCIL COMMENTS:**

MR. NEFF: I'd like to say, I think we had some good decisions down in Columbus to correct the malfeasance that is going on with the bribery situation with First Energy. I applaud getting us back on track, so we don't have a capitol that is for sale.

MR. DRAGISH: I'm looking forward to spring. We're getting into our last snowfall. It always comes around St. Patrick's Day. I'm looking forward to Friday. I wish everybody a Happy St. Patrick's Day. Hopefully everybody stays safe on the roads. Looking forward to spring and future development.

MR. NACARATO: I just want to say thanks to Lex and thanks to Denny for the two projects that they have in front of us, that we approved today for the parks. We live in such a great community. But our parks are very underutilized. I thank you very much for bringing those things forward. If anybody knows the need for some revamping of some things around here, it's me. Now that we have such a beautiful Green and with the things going on at the two parks, our community has a lot of offer our young people. I thank you for all the work that you did on that.

MR. DRAGISH: I just want to add to that. We've always said, in the past, that we want people to come to council and bring things to us. This is the perfect example of what we're talking about. It doesn't help our city but it helps the community and everything else. I commend you both for coming forward and making sure these things happen.

MR. MORVAY: If, I might add one thing, in November we have an election coming up. There are 4 of us that are up. I will term out this year, so this position is open. So, are the other 3 positions. If people are inclined to run for council and serve your city, the pay isn't that great, there are no benefits, but I've served for 12 years and it's an honor and a privilege to do this. Hopefully, I've made a difference. I can encourage new faces to enter the ring and come in and serve and give time to the community. That's what it's about. I'm hoping that you spread the word that we're looking for candidates this year. I'll help whoever needs help with it and assist in whatever way I can. That's it. We are adjourned.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL