

AGENDA

CANFIELD CITY COUNCIL

June 21, 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.

Public Comments

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** Restating Canfield Codified Ordinance the Boundaries of the Designated "Community Reinvestment Area(s)" of the City.

Description: Council passed this same Ordinance on November 20, 2019. The Ohio Department of Development did not have the proper paperwork on file for our CRA Program and they suggested that we pass this Ordinance that was previously passed in 2019.

Action Needed: Passage of Ordinance

Attachment(s): Ordinance
 - B. An **Ordinance** Restating Canfield Codified Ordinance 2020-55 to establish and designate tax exemptions for improvements to real property within the designated "Community Reinvestment Area(s)" of the City.

Description: The City instituted the City of Canfield Community Reinvestment Area ("CRA") back in December of 2020. The Ohio Department of Development did not have the

proper paperwork on file for our CRA Program. Basically, what we are doing is just restating the same Ordinance that was previously passed by Council in 2020.
Action Needed: Passage of Ordinance.

Attachment(s): Ordinance

- C. An **Ordinance** Authorizing the City Manager to Enter Into A Contract for the Indian Lake Water Main Replacement and Declaring said Ordinance an Emergency.

Description: The City of Canfield intends to replace the waterlines located on Indian Lake. The engineer on the project (MS Consultants, Inc.) performed the engineering design and bidding of this project and will perform construction administration and inspection services for the project.

Action Needed: Approval of Ordinance.

Attachment(s): Bid Recommendation & Tabulation (MS Consultants, Inc.)

- D. An **Ordinance** Amending Ordinance 2023-08 Adopting Salary and Benefits for all Full and Part Time Non-Bargaining Unit Employees and Declaring an Emergency.

Description: The Acting City Manager (Chief Colucci) will be compensated \$2,500 per pay effective May 1, 2023 through December 31, 2023. In the event a permanent City Manager is hired prior to the end of 2023, the Police Chief will train and assist the City Manager when needed.

Action Needed: Approval of Ordinance.

Attachment(s): Salary Ordinance.

- E. A **Motion** Naming Lex Calder as Exempt from Term Limits on the Parks, Recreation & Cemetery Board.

Description:

Article VII "Boards and Commissions" of the City of Canfield Charter, Section 7.02 provides for "Each Board, Commission or Committee may designate one person with exceptional professional qualifications to be exempt from term limits with Council's approval. That exception is non-transferable and will remain with only that person until that person is no longer on that Board or Commission.

This motion designates Lex Calder as the exempt member to term limits for the Parks, Recreation & Cemetery Board.

Action Needed:

Approval of motion naming Lex Calder as exempt from term limits for the Parks, Recreation & Cemetery Board.

Attachment(s): Motion

- F. A **Motion** Appointing an Acting Manager

Description:

Section 5.05 of the Charter of the City of Canfield requires that Council designate an individual to serve as Acting Manager during the absence or disability of the Manager. This designation is made by the City Manager during temporary absence for the City or during disability.

For the remaining calendar year 2023 the following progression of employees that shall serve as acting manager during the absence or disability of the manager are as follows:

- 1) Police Chief
- 2) Finance Director
- 3) Assistant Chief of Police

Action Needed:

Approval of motion appointing acting manager.

- G. A **Motion** to Authorize the City Manager to apply for F-1 and F-2 Permits as Applicable from the Ohio Department of Commerce/Division of Liquor Control for Family Fun Night on September 21, 2023 and Fall Fest on September 9, 2023.

Description:

Ohio revised Code section 4303.20 dictates how F-type (beer, wine, liquor) permits are treated in the state of Ohio. F-Permits are temporary are utilized for special functions and can be issued to the City of Canfield.

The Ohio Department Commerce/Division of Liquor Control issues temporary Type "F" Permits to certain non-profits, including cities to allow for this type of activity. The City of Canfield has previously hosted events in which an F-1 Permit was obtained.

This motion authorized the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming September 21, 2023 Family Fun Night, and the Fall Fest on September 9, 2023.

Action Needed: Approval of motion authorizing the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming September 21, 2023 Family Fun Night, and the Fall Fest on September 9, 2023.

Attachment(s):

Motion authorizing the City Manager to apply for F-1 (Beer only) or F-2 (Beer and Wine) permits for the upcoming September 21, 2023 Family Fun Night, and the Fall Fest on September 9, 2023.

Public Comments

12. Council Comments.

13. Adjournment

Introduced by: _____

First Reading: _____

**AN ORDINANCE RESTATING
CANFIELD CODIFIED ORDINANCE
THE BOUNDARIES OF THE DESIGNATED
“COMMUNITY REINVESTMENT AREA(S)”
OF THE CITY**

WHEREAS, pursuant to Ordinance Number 2019-55 the Council of the City of Canfield established the boundaries of the City’s Community Reinvestment Area, and

WHEREAS, the Council of the City of Canfield desires to expand the designated Community Reinvestment Area pursuant to Ohio Revised Code Section 3735.66, and

WHEREAS, the maintenance and construction of structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities, and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

Section 1. That the boundary of the City of Canfield’s Community Reinvestment Area (“CRA”) shall be the municipality territorial limits so that the entire area of the City is within the CRA.

Section 2. That a survey of housing and commercial structures has been conducted pursuant to Ohio Revised Code Section 3735.65 et seq.

Section 3. That the entire territory of the City is an area in which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged.

Section 4. All properties within the designated Community Reinvestment area are eligible for this incentive. The proposal is a public/private partnership intended to promote and expand conforming uses in the designated area through the construction or remodeling and rehabilitation of structures within the designated area. As part of the project, the City of Canfield intends to undertake supporting public improvements in the designated area.

Section 5. That this Ordinance and all deliberations relating to the passage of this Resolution 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 _____, 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 Motion was posted in a prominent place at the Municipal Building, Canfield, Ohio for seven continuous days, to wit: _____

_____.

CLERK OF COUNCIL

APPROVED TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____

First Reading: _____

**AN ORDINANCE RESTATING CANFIELD CODIFIED ORDINANCE 2020-55
TO ESTABLISH AND DESIGNATE TAX EXEMPTIONS FOR IMPROVEMENTS TO REAL
PROPERTY WITHIN THE DESIGNATED “COMMUNITY REINVESTMENT AREA(S)” OF THE
CITY**

WHEREAS, pursuant to Ordinance Number 2020-55 the Council of the City of Canfield amended the boundaries of the City’s Community Reinvestment Area, and

WHEREAS, the Council of the City of Canfield desires to establish and designate tax exemptions for improvements to real property within the Community Reinvestment Area pursuant to Ohio Revised Code Section 3735.66, and

WHEREAS, the maintenance and construction of structures in such area would serve to encourage economic stability, maintain real property values, and generate new employment opportunities, and

WHEREAS, the remodeling of existing structures or the construction of new structures in this Community Reinvestment Area constitutes a public purpose for which real property exemptions may be granted.

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

Section 1. That within the City of Canfield’s Community Reinvestment Area (“CRA”), tax exemptions for improvements to real property as described in Section 3735.66 of the Ohio Revised Code will be granted for the following amount(s) and periods:

- A. Ten (10) years at One Hundred percent (100%) for the remodeling of single-family dwellings containing not more than two family units upon which the cost of remodeling is at least Twenty Thousand Dollars (\$20,000.00) as described in Section 3735.66 of the Ohio Revised Code.
- B. Ten (10) years at One Hundred percent (100%) for the remodeling of dwellings containing more than two (2) units upon which the cost of remodeling is at least Thirty Thousand Dollars (\$30,000.00) as described in Section 3735.66 of the Ohio Revised Code.
- C. Twelve (12) years at One Hundred percent (100%) for the remodeling of every commercial or industrial structure which the cost of remodeling is at least Twenty Thousand Dollars (\$20,000.00) as described in Section 3735.66 of the Ohio Revised Code.
- D. Fifteen (15) years at One Hundred percent (100%) for the construction of every commercial or industrial structure as described in Section 3735.67 of the Ohio Revised Code.

Section 2. That to administer and implement the provisions of this Ordinance, the City Manager or his designee is to be the Housing Officer as described in section 3735.65-66 of the Ohio Revised Code.

Section 3. A copy of this Ordinance will be forwarded to the Mahoning County Auditor, by the Clerk of Council for information and reference.

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

PASSED IN COUNCIL THIS _____ day of _____, 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 TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO
ENTER INTO A CONTRACT FOR THE INDIAN LAKE WATER MAIN
REPLACEMENT AND DECLARING SAID ORDINANCE AN EMERGENCY

WHEREAS, the Council of the City of Canfield has determined that the waterline on Indian Lake needs replaced; and

WHEREAS, bids have been received; and

WHEREAS, Council now deems it to be in the best interest of the City to award a contract for the waterline replacements.

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

Section 1: The City Manager is hereby authorized to enter into a contract with Z-Tech Builders & Excavators for the Indian Lake Water Main Replacement as detailed in their bid attached hereto.

Section 2: The said authorization shall not exceed a cost of \$320,300.00.

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

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 it is necessary that legislation become effective immediately, so work can begin to avoid future waterline breaks.

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

ms consultants, inc.
engineers, architects, planners

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



June 13, 2023

Mr. Chuck Colucci
City of Canfield
104 Lisbon Street
Canfield, Ohio 44406

**RE: City of Canfield
Indian Lake Waterline Replacement Project
Bid Opening, June 7, 2023**

Dear Mr. Colucci,

Based upon review of the bids received June 7, 2023 for the above subject project, ms consultants, inc. recommends award of the project to the apparent low bidder, Z-Tech Builders & Excavators with a base bid amount of **Three Hundred Twenty Thousand Three Hundred Dollars and 00/100 (\$320,300.00)**.

<u>Contractor</u>	<u>Base Bid</u>
Z-Tech Builders & Excavators	\$320,300.00
J.S. Bova Excavating, LLC	\$342,557.00
Yarian Brothers Construction, Inc.	\$373,227.90*
Rudzik Excavating, Inc.	\$389,962.00
X-Press Underground, Inc.	\$392,291.20
S.E.T., Inc.	\$442,399.29

*Mathematical error noted in bid. Please refer to the bid tabulation for additional information.

Upon review of the low bidder's submittal, the required items appear to be complete and satisfy the requirements detailed in the Instructions to Bidders. No mathematical errors were found on the bid form and all required documents and signatures are provided.

In reviewing the Bidder's Qualifications submitted with the bid, Z-Tech Builders & Excavators demonstrates the knowledge, ability, and experience to complete the work in this contract. Their current and previous waterline replacement related projects show a wide range of experience completing similar type of work.

Please feel free to contact me at 330.744.5321, or via e-mail at spreston@msconsultants.com should you have any questions or need clarification on the Bid Evaluation.

Sincerely,

A handwritten signature in blue ink that reads "Steve Preston".

Steve Preston, P.E.
Project Manager

File: 61-20636-00

BID TABULATION



PROJECT CLIENT: City of Canfield
 PROJECT DESCRIPTION: Indian Lake Waterline Replacement
 ENGINEER'S PROJ. NO.: 61-20636
 ENGINEER'S ESTIMATE: \$403,447.00

BIDS RECEIVED: 6/7/2023
 BIDS TABULATED: 6/9/2023

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	Z-Tech Builders & Excavators, Inc.		J. S. Bova Excavating, LLC		Yarian Brothers Construction, Inc.		Rudzik Excavating, Inc.		X-Press Underground, Inc.		S.E.T., Inc.	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	1	Mobilization / Demobilization	LS	\$25,000.00	\$25,000.00	\$18,822.00	\$18,822.00	\$17,749.00	\$17,749.00	\$9,110.00	\$9,110.00	\$35,000.00	\$35,000.00	\$28,100.00	\$28,100.00
2	1	Clearing & Grubbing	LS	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
3	1	Temporary Erosion & Sediment Controls	LS	\$2,500.00	\$2,500.00	\$918.00	\$918.00	\$2,000.00	\$2,000.00	\$1,630.00	\$1,630.00	\$1,500.00	\$1,500.00	\$1,525.00	\$1,525.00
4	1	Construction Layout Staking & As-Built Preparation	LS	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$1,300.00	\$1,300.00	\$2,200.00	\$2,200.00	\$3,300.00	\$3,300.00
5	1	Maintenance of Traffic	LS	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$12,886.30	\$12,886.30
6	1	Video Documentation & Construction Photographics	LS	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$900.00	\$900.00	\$1,250.00	\$1,250.00
7	1	Maintenance of Utilities	LS	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$12,000.00	\$12,000.00	\$500.00	\$500.00	\$800.00	\$800.00	\$1,800.00	\$1,800.00
8	8	6" Water Main Cut & Plug	EA	\$1,500.00	\$12,000.00	\$3,472.00	\$27,776.00	\$500.00	\$4,000.00	\$1,635.00	\$13,080.00	\$2,242.50	\$17,940.00	\$1,368.00	\$10,944.00
9	5.00	12" Water Main Cut and Plug	EA	\$2,000.00	\$10,000.00	\$3,184.00	\$15,920.00	\$1,050.00	\$5,250.00	\$2,230.00	\$11,150.00	\$3,307.11	\$16,535.55	\$1,742.55	\$8,712.75
10	2	Fire Hydrant Removed	EA	\$1,000.00	\$2,000.00	\$579.00	\$1,158.00	\$940.00	\$1,880.00	\$645.00	\$1,290.00	\$850.00	\$1,700.00	\$2,625.00	\$5,250.00
11	780	6" PVC C-900 DR18 Water Main w/Puish On Joints & Fittings	LF	\$110.00	\$85,800.00	\$101.00	\$78,780.00	\$149.00	\$116,220.00	\$140.00	\$109,200.00	\$118.97	\$92,796.60	\$138.00	\$107,640.00
12	15	12" PVC C-900 DR-18 Water Main w/Push On Joints & Fittings	LF	\$200.00	\$3,000.00	\$627.00	\$9,405.00	\$352.00	\$5,280.00	\$770.00	\$11,550.00	\$177.57	\$2,663.55	\$1,275.70	\$19,135.50
13	5	6" Gate Valve & Valve Box, Complete	EA	\$3,000.00	\$15,000.00	\$1,737.00	\$8,685.00	\$2,177.00	\$10,885.00	\$2,265.00	\$11,325.00	\$3,241.85	\$16,209.25	\$1,875.00	\$9,375.00
14	4	12" Cut-In Sleeve, Valve, & Valve Box, Complete	EA	\$6,500.00	\$26,000.00	\$7,495.00	\$29,980.00	\$13,982.00	\$55,928.00	\$16,325.00	\$65,300.00	\$6,878.50	\$27,514.00	\$14,625.00	\$58,500.00
15	2	12" x 6" Tapping Sleeve, Valve & Valve Box, Complete	EA	\$4,500.00	\$9,000.00	\$3,477.00	\$6,954.00	\$4,364.00	\$8,728.00	\$6,590.00	\$13,180.00	\$8,238.60	\$16,477.20	\$5,862.50	\$11,725.00
16	1	Fire Hydrant Assembly, Complete (w/Hydrant Kit)	EA	\$7,500.00	\$7,500.00	\$7,927.00	\$7,927.00	\$11,597.00	\$11,597.00	\$9,145.00	\$9,145.00	\$9,338.00	\$9,338.00	\$8,958.15	\$8,958.15
17	1	Fire Hydrant Assembly, Complete	EA	\$7,000.00	\$7,000.00	\$7,927.00	\$7,927.00	\$8,697.00	\$8,697.00	\$9,145.00	\$9,145.00	\$9,338.00	\$9,338.00	\$8,958.15	\$8,958.15
18	5	Near Side Curb Stop & Service Line Complete	EA	\$1,500.00	\$7,500.00	\$1,989.00	\$9,945.00	\$1,730.00	\$8,650.00	\$2,865.00	\$14,325.00	\$2,955.00	\$14,775.00	\$1,988.44	\$9,942.20
19	8	Far Side Curb Stop & Service Line Complete	EA	\$2,000.00	\$16,000.00	\$2,160.00	\$17,280.00	\$2,769.00	\$22,152.00	\$4,170.00	\$33,360.00	\$3,266.60	\$26,132.80	\$2,555.48	\$20,443.84
20	475	Pavement Repair	SY	\$50.00	\$23,750.00	\$75.00	\$35,625.00	\$40.38	\$19,180.50	\$52.00	\$24,700.00	\$99.75	\$47,381.25	\$126.44	\$60,059.00
21	20	Concrete Drive Replacement	SY	\$75.00	\$1,500.00	\$168.00	\$3,360.00	\$150.00	\$3,000.00	\$125.00	\$2,500.00	\$198.00	\$3,960.00	\$244.71	\$4,894.20
22	130	Sidewalk Removed	SF	\$10.00	\$1,300.00	\$2.50	\$325.00	\$1.00	\$130.00	\$2.00	\$260.00	\$9.00	\$1,170.00	\$5.00	\$650.00
23	130	Concrete Sidewalk	SF	\$20.00	\$2,600.00	\$16.00	\$2,080.00	\$10.00	\$1,300.00	\$27.90	\$3,627.00	\$26.00	\$3,380.00	\$26.59	\$3,456.70
24	75	Topsoil	CY	\$50.00	\$3,750.00	\$36.00	\$2,700.00	\$148.00	\$11,100.00	\$31.00	\$2,325.00	\$28.00	\$2,100.00	\$82.50	\$6,187.50
25	660	Seeding & Mulching	SY	\$10.00	\$6,600.00	\$4.00	\$2,640.00	\$3.79	\$2,501.40	\$6.00	\$3,960.00	\$3.00	\$1,980.00	\$4.10	\$2,706.00
26	1	Allowance - As Directed by the Owner / Engineer	EA	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
27	1	Allowance - Lead Service Lines	EA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL AMOUNT BASE BID:					\$320,300.00		\$342,557.00		\$373,227.90		\$389,962.00		\$392,291.20		\$442,399.29
DATE OF BID AS SUBMITTED:					6/7/2023		6/7/2023		6/7/2023		6/7/2023		6/7/2023		6/7/2023
BIDDER'S FIRM:				Z-Tech Builders & Excavators, Inc.		J. S. Bova Excavating, LLC		Yarian Brothers Construction, Inc.		Rudzik Excavating, Inc.		X-Press Underground, Inc.		S.E.T., Inc.	
AUTHORIZED REPRESENTATIVE:				Gary Zuga Jr.		Louis Joseph Bova		Tim Yarian		Jeffrey Rudzik		David Sugar Jr.		Doug Susany	
TITLE:				President		President		President		President		President		President	
UNIT PRICE BID, TOTAL AMOUNT BID - ITEM, & TOTAL AGREE ?					Yes		Yes		No		Yes		Yes		Yes

 DENOTES CORRECTION TO TOTAL AMOUNT FOR THE ITEM
 DENOTES CORRECTION TO TOTAL AMOUNT BASE BID

BID TABULATION



PROJECT CLIENT: City of Canfield
 PROJECT DESCRIPTION: Indian Lake Waterline Replacement
 ENGINEER'S PROJ. NO. 61-20636
 ENGINEER'S ESTIMATE \$403,447.00

BIDS RECEIVED: 6/7/2023
 BIDS TABULATED: 6/9/2023

ITEM NO.	EST. QTY.	ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
				Z-Tech Builders & Excavators, Inc.		J. S. Bova Excavating, LLC		Yarian Brothers Construction, Inc.		Rudzik Excavating, Inc.		X-Press Underground, Inc.		S.E.T., Inc.	

I certify that the Bid Tabulation is a correct and complete Tabulation of Bids Received on June 7, 2023 for the subject Project.

Steve Preston 6/13/2023

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

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AMENDING ORDINANCE 2023-08
ADOPTING SALARY AND BENEFITS FOR ALL FULL AND PART TIME NON-
BARGAINING UNIT EMPLOYEES AND DECLARING AN EMERGENCY

WHEREAS, the City of Canfield has established salary and benefits for Full and Part time employees; and

WHEREAS, the Council of the City of Canfield desires to modify the salary and benefits for Full and Part time City employees, and

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

Section 1: Employees not covered under a collective bargaining agreement may receive an annual wage adjustment effective with the first pay period beginning January 1st. This annual wage adjustment is contingent upon appropriated funds approved by City Council. The annual wage adjustment percentage will be comparable to the Consumer Price Index (CPI) increase for the twelve (12) month period from December to December and must be approved by Council.

Section 2: Each employee shall receive an annual evaluation. Subject to limitations set forth in a collective bargaining agreement, employees will be eligible to receive a merit payment or a merit increase, based upon a percentage of annual salary and contingent upon appropriated funds approved by City Council. The amount of the merit payment or merit increase shall be based upon performance up to the maximum amount of the position at any time during the year. Persons eligible to receive an additional merit payment or increase of up to 3% of their annual salary shall not exceed the compensation limitations set forth in Section 3.

Section 3: The following compensation limitations shall be in effect for employees from January 1, 2021 through December 31, 2023 or until such time as a successor Ordinance is approved:

A. Full Time Employees

(1) Administrative Employees

<u>Position</u>	<u>Annual Salary</u>		
	<u>2021</u>	<u>2022</u>	<u>2023</u>
City Manager	Set by Council	Set by Council	Set by Council
Police Chief	107,260	111,550	118,912
Finance Director	87,294	90,786	96,306
Public Works Superintendent	87,294	90,786	96,306
Information Technology Mgr.	77,438	80,536	83,757
Zoning Inspector	59,016	61,376	63,831

(2) Non-Administrative Employees

Position	Hourly Rate of Pay		
	2021	2022	2023
Clerk of Council	26.43	27.48	29.15
Deputy Finance Director	34.32	35.69	37.12
Income Tax Administrator	26.86	27.94	29.06
Account Clerk	21.10	22.51	23.64
Utility Laborer	19.94	20.73	21.56
Administrative Clerk A		22.51	23.64
IT Network & Systems Admin.	24.72	25.75	26.78
IT Technician	22.32	23.25	24.18
Sr. Administrative Police Clerk/Clerk of Court	26.43	27.48	28.58
Administrative Police Clerk/Deputy Clerk of Court	21.76	23.07	24.45
Administrative Clerk B	16.97	17.65	22.51
PW Foreman (2)	32.24	33.53	34.87
PW Coordinator	32.24	33.53	34.87

The Annual salary rate of newly hired administrative employees and the hourly rate of all newly hired non-administrative employees shall be determined by the City Manager at the time of their appointment, but in no case shall exceed the rate listed above in Section 1, A, (1), & A, (2).

The Police Chief will be compensated \$2,500.00 per pay effective May 1, 2023 through December 31, 2023. In the event a permanent City Manager is hired prior to the end of 2023, the Police Chief will train and assist the City Manager when needed.

B. Part Time Hourly Employees

The rate of pay for Part Time Hourly employees shall be determined by the City Manager and may range from the State minimum wage to a maximum of \$20.00 per hour.

Part time Officers scheduled to work on the OVI Task Force, shall be compensated at the Overtime rate based on their current hourly rate.

All Client paid details scheduled through the Canfield Police Department shall be paid at a rate of \$30 per hour, excluding the Canfield Fair.

Section 2: Effective January 1, 2021, all the positions, identified in Section 1, A, are not eligible to receive overtime compensation, with the exception of required attendance at City Council meetings, positions identified in Section 1, A, (1) may elect for the required attendance of all scheduled council meetings (a) the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay, or (b) by electing "compensatory time off" which is computed at a rate of one and one-half times the overtime hours worked. Effective January 1, 2022, all the positions identified in Section 1, A, shall not receive compensation for their required attendance at City Council meetings. Instead these positions shall receive "compensatory time off" calculated at a rate of one (1) times the number of hours spent at City Council meetings. These same positions may accumulate up to a maximum of 100 hours of Compensatory Time calculated for each hour worked in excess of forty (40) hours per week. Accumulated Compensatory Time may be used as compensatory time off when approved by the City Manager. An accurate record of compensatory time earned and time taken shall be maintained by the Deputy Finance Director. The City shall be under no obligation to pay said employees for unused accumulated Compensatory Time upon termination or expiration of employment.

Employees, employed in positions identified in Section 1,A, (2)that have overtime hours worked, shall have the option of being paid for the overtime hours worked at (a) the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay, or (b) by electing "compensatory time off" which is computed at a rate of one and one-half times the overtime hours worked. This election must be approved by the City Manager or designee and "compensatory time off" hours can be accumulated but only up to a maximum of 100 hours.

Section 3: The probationary period of all original and promotional appointments of employees, including provisional appointments, shall be twelve (12) months. No originally or provisionally appointed probationary employee will be eligible for sick leave, vacation or personal leave during the initial ninety (90) days of employment.

Section 4: The City Manager, with City Council approval, may grant additional compensation beyond the limitations set forth, to employees identified in Section 1, A, (1) and Section 1, A, (2).

The Police Chief shall receive holiday compensation, fitness bonus, uniform maintenance and purchase of uniform on the same basis as is provided to members of the Police Department Collective bargaining Unit pursuant to the current Collective bargaining Agreement, effective from the date of appointment as Police Chief. The Police Chief shall also earn overtime at the rate of one and one-half (1-1/2) times the Employee's regular hourly rate of pay on activities that are reimbursed by outside sources.

Section 5: All full time non-administrative employees shall work forty (40) hours per week. The work hours of each Administrative employee shall be scheduled by the City Manager and insofar as possible, shall be five (5) consecutive days of 8 hours each or other scheduled hours as set forth from time to time by the City Manager. The pay of any scheduled full time employee that works less than forty (40) hours per week, excluding absences identified in Sections 7, 8, 9, 10, 11, 12, 13, 14, 15 and Compensatory Time off, will be reduced by the number of hours not worked times(x) that employees' hourly rate of pay or, for Administrative employees, his/hers annual salary divided by 2080 hours.

Section 6: A, Part Time Hourly employees are not eligible to receive any of the benefits identified in Sections 7, 9, 10, 11, 12, 13, 14, 15, 16, and 18.

B, Seasonal Part Time Hourly employees are not eligible to receive any of the benefits identified in Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18.

Section 7: Employees shall be entitled to take vacation after completion of initial ninety (90) days of employment. Time off for vacations must be approved by the City Manager or his/her designee. Employees shall accumulate vacation days at the following rates, if the employee is in full pay status for at least (20) days during such month:

Years of Service – After	Accumulative Rate (days)	Accumulative Rate (hours)	Equivalent Total Days per year
1 month through 3 years	5/6 of a day per month	6.66 hours per month	10 days
4 years through 5 years	1 day per month	8.00 hours per month	12 days
6 years through 10 years	1-1/4 days per month	10.00 hours per month	15 days
11 years through 15 years	1-1/2 days per month	12.00 hours per month	18 days
16 years through 20 years	1-3/4 days per month	14.00 hours per month	21 days
21 years through 25 years	2 days per month	16.00 hours per month	24 days
26 years and more	2-1/2 days per month	20.00 hours per month	30 days

Each employee shall take at least five (5) days of vacation per year and may accumulate the unused portion of entitled vacation days up to a maximum of 25 vacation days (200 hours). Vacation days cannot be taken in anticipation of entitlement.

Each non-probationary Employee shall have the option to cash out up to forty (40) hours of accumulated vacation time once per year so long as the employee maintains at least forty (40) hours of vacation time in their vacation leave bank. Employees exercising this cash out must request the cash out by November 1st. The vacation cash out shall not count as taking the minimum required vacation days as outlined above. An employee desiring to resign from employment should give a minimum of two weeks' notice of resignation to the City Manager or his/her designee. The employee, after the submission of his/her notice of resignation, will then be eligible to receive payment for his/her accumulated vacation pay for up to a maximum of 25 working days.

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

Section 8: Employees may use sick leave upon approval of the City Manager or his/her designee and may use sick leave segments of one (1) 8-hour day, unless prior approval is granted.

- A. Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee or his/her "immediate family" as defined in subsection C below; (2) exposure by the employee to a contagious disease communicable to other employees; or (3) serious illness, injury, childbirth by the employee or the employee's spouse; or (4) medical, dental and optical examinations or treatment which prevents the employee from performing his/her assigned duties.
- B. All full time employees shall earn sick leave at the rate of five (5) hours per pay or ten (10) hours per month or one and one-quarter (1-1/4) days per month and may accumulate such sick leave to a maximum of 2000 hours or two hundred fifty (250) work days; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least twenty (20) work days during such monthly period.
- C. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children or parents.
- D. Upon the death of an Employee who has at least five (5) years of continuous full-time service, or upon the retirement of a full-time employee who has at least ten (10) years of continuous service with the City of Canfield, such employee shall be entitled to receive a cash payment equal to their hourly rate of pay at the time of retirement multiplied by one fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Deputy Finance Director, providing that such resulting number of hours to be paid shall not exceed five hundred (500) hours.
- E. The accumulated sick leave hours of an employee who transfers from one department to another will not be impacted because of his/her transfer.
- F. The City Manager may require an employee to furnish a satisfactory medical excuse, in writing, for absences of three (3) days or greater, that indicates that the absence was the result of one or more of the incidents described in Section 8, A.. Any abuse of sick leave shall be just and sufficient cause for discipline as may be determined by the City Manager or his designee.
- G. An employee that qualifies for "Family Leave" to care for a spouse, son, daughter or parent with a "serious health condition" may request in writing a one-year advance on sick leave. Said request may be approved by the Manager after reviewing medical certifications. Said advance shall be granted only once per "serious health condition". Said sick leave advance shall not entitle the employee to payment upon employee's termination of service, whether voluntary or involuntary. (For the purposes of this Ordinance, the terms "family leave" and "serious health condition" shall be defined as provided in the Family and Medical Leave Act of 1993.)

Section 9: A sick day bonus of six (6) hours of pay per quarter (defined in table below) will be paid on May 30th for the first half and November 30th for the second half of each year to those full-time employees who have taken no sick days in the respective quarter. Each quarter will be evaluated independently for use of sick time. For example, if an employee uses sick

leave in the first quarter and no sick leave in the second quarter, they will receive a bonus of six (6) hours of pay on May 30th. Payment will be made by separate check.

Quarter	Begin Date	End Date
1	November 16	February 15
2	February 16	May 15
3	May 16	August 15
4	August 16	November 15

Section 10: Each full time City employee shall be granted two (2) Personal Days per calendar year with the following stipulations:

- A. Each employee identified in Section 1, A, (1), and 1, A, (2), must have their Personal Day approved in advance by the City Manager or his/her designee.
- B. Personal Days must be taken (or lost) by May 30th of the succeeding year.

Section 11: A full time employee shall be granted time off with pay (not to be deducted from the employee's sick leave) for the purposes of attending the funeral of a member of the employee's immediate family. Immediate family shall be defined to only include the employee's mother, father, spouse, former spouse, child, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The employee may request up to a maximum of four (4) work days for each death in the immediate family.

An employee shall be granted time off with pay (not to be deducted from the employee's sick leave) one (1) day to attend the funeral of an employee's aunt, uncle, niece, nephew, or other relative living in your household under your care.

Section 12: An employee of the City of Canfield who may be injured in the course of duty in the employment of the City shall, upon filing with the Industrial Commission Workers' Compensation Division, a claim for such injury, receive from the City of Canfield injury leave with pay at their regular salary or hourly rate based on forty (40) hours per week.

Any compensation received in lieu of wages under Workers' Compensation Act or other insurance, the premiums of which were paid by the City, shall be reimbursed to the City or deducted from the employee's pay.

The maximum limit for injury leave with pay shall be ninety (90) days.

In case of an injury to an employee, the City manager or his designee shall cause a report of injury to be made to an appropriate physician within two (2) days. This physician shall be asked to submit a report to the City Manager, within ten (10) days after receiving the City Manager's report, stating what the employees' disability is, if any, and what action has been or will be taken to correct the cause of any disability and the estimated time the employee will be absent from work, if any. The injured employee shall not return

to duty until a written certified statement from his physician authorizing the return to work is received by the City Manager.

Section 13: The terms and conditions under which a full time City Employee can request a leave of absence without pay will be governed by Section 8.05 of the Civil Service Commission of the Municipality of Canfield, Ohio's Rules and Regulations adopted November 14, 1973 and subsequently amended. For the first three (3) months, any employee granted a leave of absence without pay by the City Manager with the approval of City Council, shall continue to receive all benefits they are entitled to by their employment contract or this Ordinance. In the event that the Civil Service Commission grants a leave of absence to an employee for more than three (3) months, the Council of the City of Canfield will determine on a case-by-case basis if said employee will continue to receive their benefits after the third month of the leave of absence.

Section 14: An Employee who has been employed by the City of Canfield for at least twelve (12) months and has worked 1250 hours during the previous twelve-month period is an "eligible Employee" for family leave.

Family leave is twelve (12) weeks (60 working days), is unpaid and shall be granted to an "eligible employee":

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

An eligible Employee shall be granted, when requested, a total of twelve (12) weeks of family leave within the first twelve (12) months after a baby's birth or placement or for the need to care for the employee's spouse, son, daughter or parent with a "serious health condition".

Said leave may be taken by either parent.

During family leave, the eligible Employee shall first use all accumulated vacation, compensatory time and sick leave. However, the Employee may request to reserve some portion of vacation, compensatory time and sick leave, not exceeding 5 days. Then the Employee shall take the balance of family leave as unpaid leave.

Leave for the birth or placement of a child must be taken in one block of time, unless approved by the Employer.

Leave for the "serious health condition" of the employee's spouse, son, daughter or parent may be intermittent.

An Employee is required to request leave in writing thirty (30) days prior to commencement, if possible.

The Employer may request medical certification regarding the “serious health condition” and the probable duration of care.

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

During the unpaid leave, all health care and life insurance benefits will be paid by the Employer.

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

Section 15: Holidays: The following twelve (12) Holidays shall be observed by all full-time employees covered by this Ordinance: 1. New Year's Day, 2. Martin Luther King Day, 3. President's Day, 4. Good Friday, 5. Memorial Day, 6. Independence Day, 7. Labor Day, 8. Veteran's Day, 9. Thanksgiving Day, 10. Day after Thanksgiving Day, 11. Day before Christmas, 12. Christmas Day. When the holiday falls on a Saturday, Friday will be observed as the holiday day. If the holiday falls on a Sunday, Monday will be observed as the holiday day. Only the individuals who are required to work to maintain the minimum service that is necessary shall be scheduled to work the holiday. This schedule shall be determined by the City Manager or his/her designee. Employees identified in Section 1, A, (2) shall be compensated at a rate of time and one half for actual work on a holiday.

Section 16: Insurance: The City of Canfield shall provide and pay a portion of the costs of a group hospitalization, surgical insurance, and major medical plan for all full-time employees during their employment with the City except as otherwise excluded in this Ordinance. The employees shall contribute the following amounts toward payment of the premiums as follows:

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

The City may elect to provide optional Vision and Dental plans and coverage. All employees desiring the aforementioned insurance shall make proper application with the Deputy Finance Director of the City of Canfield.

The City will also pay the full premium for all full-time employees for a convertible term life insurance policy in the face value of Thirty-five Thousand Dollars (\$35,000).

Section 17: Professional Liability: The City of Canfield will provide professional liability coverage for employees whose job may require such coverage as determined by the City Manager.

Section 18: Jury Duty: Any full-time employee who is called for jury duty, at either a Federal, County or Municipal Court, shall be paid his/her regular salary or his/her regular hourly rate for this lost time.

Section 19: Compensation for all work performed by City employees is scheduled to be paid semi-monthly on the 15th and 30th of each month, with the exception of February where the second pay shall be made on the last day of the month. If the 15th or 30th falls on a Saturday, Sunday or holiday, the employee will be paid on the last scheduled workday preceding the 15th or 30th or holiday.

Section 20: Mileage reimbursements for use of personal vehicle on City business shall be at the current published rate established by IRS. All expenses conforming to the City Travel Policy will be reimbursed, in a reasonable period of time, when requested and authorized by Purchase Order.

Section 21: Sick/Vacation Leave Cash Buyout Plan. When an employee chooses to retire, he/she will be afforded the opportunity to avail themselves of a pre-retirement Sick/Vacation Leave Buyout Plan as follows;

- A. In addition to the severance pay allowable by this Ordinance, employees who have a minimum of 23 years' service credit with OPERS may request an early payout of their accumulated sick leave and/or vacation leave hours.
- B. This **Sick/Vacation Leave Cash Buyout Plan** shall allow for the early payout of accumulated sick and/or vacation leave and shall be limited to a maximum of two hundred forty (240) hours of sick leave each year prior to retirement or a maximum of two hundred (200) hours of vacation leave each year prior to retirement, or any combination of both up to a maximum combined total of two hundred and forty (240) hours each year prior to retirement. These early payouts will be paid to a retiring employee during a maximum of three (3) years prior to the employees' retirement date. The payment value of these sick/vacation leave hours shall be calculated using the hourly rate in existence at the time the employee gives notice of retirement. Each payment shall be subject to normal payroll deductions. Enrolling in the **sick/vacation leave cash buyout plan** will not interfere with the employees' eligibility to earn a sick leave bonus.
- C. In order to participate in the **Sick/Vacation Leave Cash Buyout Plan** the employee must give written notice to the employer of his/her intention to retire in 3 years or less from the date of the written notice. Within 90 days, following the date of the employee notice, a letter of understanding, that identifies the date of retirement and the payout option listed below, that fits with the retirement date, must be signed by both the employee and the employer.

If the retirement date is:

Option 1:

Three years from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments, on scheduled pay dates, over three (3) years

and paid at the current value of the entitled hours in existence at the date of the agreement.

Option 2:

Two years from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments, on scheduled pay dates, over two (2) years and paid at the current value of the entitled hours in existence at the date of the agreement.

Option 3:

One year from the date of the signed letter of agreement, then the accumulated sick and vacation entitlement shall be paid out in equal installments in one year, on scheduled pay dates and paid at the current value of the entitled hours in existence at the date of the agreement.

All payments of **Sick/Vacation Leave Cash Buyout Plan** benefits will be made on regularly scheduled payroll payment dates.

- D. When the letter of understanding agreement has been signed, - the total buyout hours identified in that agreement will be deducted from the accumulated sick and/or vacation leave hours in effect immediately before the signing of the agreement and only the remaining balance of accumulated sick and/or vacation leave hours shall be available for normal use by the retiring employee during his/hers remaining years of employment before retirement.
- E. If the employee, subsequent to the signing of the letter of understanding agreement, experiences a documented long term or extenuating catastrophic illness, then, but only after a complete review of the circumstances by the Employer together with the approval of the Canfield City Council;
- the letter of understanding agreement between the employee and the employer shall be suspended and
 - the hours of sick and/or vacation leave, identified in the letter of understanding agreement, shall be added back to the employees current accumulated sick and/or vacation hours and the hours paid to the employee, under the **Sick/Vacation Leave Cash Buyout Plan**, shall be deducted from that same current balance of accumulated sick and/or vacation hours.
- F. A retiring employee may only apply for the benefits under the **Sick/Vacation Leave Cash Buyout Plan** once during his/her employment with the City of Canfield unless his/her participation in the plan was suspended as indicated in Sec. 21 E.

Section 22: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Canfield, Ohio. Said emergency exists to retroactively apply changes in the Ordinance to May 1, 2023.

Section 23: 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: _____

Motion No. _____

MOTION

A MOTION NAMING LEX CALDER AS EXEMPT FROM
TERM LIMITS ON THE PARKS, RECREATION & CEMETERY BOARD.

WHEREAS, Section 7.07 of the Charter of the City of Canfield each Board, Commission or Committee may designate one person with exceptional professional qualifications to be exempt from term limits with Council approval; and

WHEREAS, the Park, Recreation & Cemetery Board has recommended Lex Calder be the exempt person on that Commission.

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

Section 1: That Lex Calder will be the person exempt from term limits on the Park, Recreation & Cemetery Board due to his educational background.

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

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

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

CITY OF CANFIELD PARKS, RECREATION AND CEMETERY BOARD

CITY OF CANFIELD

104 Lisbon Street, Canfield, Oh, 44406-1416

Date: June 6, 2023

TO: Members of Canfield City Council

FROM: Lex Calder, Secretary

SUBJECT: Assignment for Exempt Board Member

Motion was made by Blaise Karlovic

and seconded by Kathy Young

Move to designate Lex Calder as the Term Exempt member of the Board of Parks and Recreation.

After a discussion, a vote was taken as follows: Chuck Tieche-Yes; Kathryn Young-Yes; Blaise Karlovic-Yes; Troy Rhoades-Yes; Lex Calder-Abstained; Betty Aberson-Yes.

DATE: June 6, 2023

Secretary/Official: Lex Calder

DocuSigned by:

B6CE88BAECF8434...

Introduced By: _____

Motion No. _____

MOTION

A MOTION APPOINTING AN ACTING MANAGER.

WHEREAS, it is necessary from time to time, in the absence of the Manager, for an individual to act as City Manager; and

WHEREAS, Section 5.05 of the Charter of the City of Canfield requires that Council designate an individual to serve as Acting Manager during the absence or disability of the Manager.

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

Section 1: During the disability or scheduled absence of the City Manager, during the remaining calendar year 2023, the following progression of employees shall serve as Acting City Manager;

- 1.) Chief of Police
- 2.) Finance Director
- 3.) Assistant Chief of Police

pursuant to Section 5.05 of the Charter of the City of Canfield.

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

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

CLERK OF COUNCIL

Certification of Publication

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

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____

Motion No. _____

**MOTION TO AUTHORIZE
THE CITY MANAGER TO APPLY FOR
F-1 AND F-2 PERMITS AS APPLICABLE FROM
THE OHIO DEPARTMENT OF COMMERCE/
DIVISION OF LIQUOR CONTROL FOR
FAMILY FUN NIGHT ON SEPTEMBER 21, 2023 AND
FALL FEST ON SEPTEMBER 9, 2023**

WHEREAS, the Council of the City of Canfield would like to conduct events on the Village Green from time to time where beer would be available for purchase; and

WHEREAS, Ohio law provides for the issuance of Temporary Permits for the sale of beer for such events, and

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

Section 1. That the City Manager is hereby authorized to apply for an F-1 (Beer only) and F-2 (Beer & Spirituous liquor) as applicable Permits from the Ohio Department of Commerce/Division of Liquor Control for the Family Fun Night on September 21, 2023 and Fall Fest on September 9, 2023.

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

PASSED IN COUNCIL THIS _____ Day of _____ A.D., 2023.

CLERK OF COUNCIL

Certification of Publication

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
JUNE 7, 2023-5:30 P.M.

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

Absent: Mr. Morvay.

Staff present: Charles Colucci, Chief of Police and Acting City Manager; Christine Stack-Clayton, Finance Director; Mike Cook, Zoning Inspector.

Absent: John Rapp, Public Works Superintendent.

Under **PROCLAMATION & PRESENTATIONS**, there were none.

Under **MINUTES**, the Minutes of the Regular Meeting on May 17, 2023 and the Public Hearing on May 17, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I have a brief memo that I received from Sue McCabe from the Historical Society. She wanted to thank both the Parks, Recreation & Cemetery Board and City Council for the financial assistance for gravestone repairs over at Old North Cemetery. She said, she would recommend that we put that in the budget for next year and if so, the Historical Society may be willing to match funds in some way, on something like that. She also indicated something about the Historical Society would like to have the tree removed in front of Mahoning Dispatch because it's creating problems with the sidewalk and that kind of thing. It was brought up to the Parks Board and they were in favor of doing that. That's all I have.

MR. NEFF: I have nothing this evening.

MR. DRAGISH: I don't really have anything. I just wanted to say, I wanted to thank everybody for coming to the Memorial this past Monday. I thought it was a great event. I thought Mike Kubitza did a wonderful job, as always. It was a great, great event. Thank you and it was a beautiful thing for Canfield.

MR. NACARATO: I've had some questions about the gazebo and when that project is going to move forward. I've been talking to Chuck about that. Rest assured, we've been doing all the work that we can, without doing any of the repairs until the insurance came through. We got that ready to go, so now hopefully, we'll have the gazebo finished very shortly. I want to thank

the community that supported us with that project and the Rotarians and everybody involved. I think the gazebo has turned out to be a beautiful project. A couple people here on Council have helped out. I appreciate everybody's help with that. I'm going to go to our City Manager. Chuck, we're going to have you put that hat on for now.

CHIEF OF POLICE: For communications, the gazebo is the first thing on my list. Similar to you, I want to thank Bruce for spending so much time down there, the last week or two. Every time I drive-by, he's there. I've been on the phone with you, more than ever.

MR. NACARATO: You're getting tired of hearing this voice.

CHIEF OF POLICE: No. I know you're getting a lot of call. Mayor, I know you're getting a lot of calls. We spoke about it. I would say that it's a group project and I think everybody understands that. We had a freak, Mother Nature accident down there. We had to wait for the insurance company to come out and assess everything. We had to have a structural engineer come out. Christine Clayton did a wonderful job leading that off. As recent as Monday, we got the official approval to go ahead, as long as the prices are in conjunction with what they're willing to pay. Actually, everything is lining up pretty good as far as the repair cost goes. So, thanks for all the hard work, and all the people in your groups. This community came together and we're being patient and hopefully we'll have the gazebo finished, landscaping, speakers and whatever else we need by the 4th of July. I know they hydroseeded it today. Councilman Neff spoke with the Fire Department and it sounds like they're willing to water it for us, that's awesome! It will come together, I know it will. It sounds like we're going to get that stump out of there, hopefully by the weekend. We'll see what kind of magic we can make happen.

MR. NEFF: To follow-up on that, can I ask a quick question? Somebody asked if there is going to be a formal dedication.

MR. NACARATO: There will be, now that we got the ball rolling. I'll have a better idea and we'll make sure that there is a public announcement on when that dedication will be.

MR. NEFF: We don't have a date set?

MR. NACARATO: I don't have a date set because I didn't want to do anything until the repairs were going to move forward. Now that we that, we'll get a date set.

MR. NEFF: Ken Leonard is going to try to get the very last thing, the center sconce made with a date on it and he wants to have it done by the dedication date. It may not be until after the 4th of July?

MR. NACARATO: We're hoping to have it before the 4th. Now that we've got the okay and we know that the repairs are getting done, I can push forward on that.

CHIEF OF POLICE: We have plenty of time. We should be able to announce it by the next council meeting.

MR. NACARATO: I should have something by next week.

CHIEF OF POLICE: The only thing that might not be up is the historical sign.

FINANCE DIRECTOR: I was emailing with her today about getting it ordered.

CHIEF OF POLICE: The historical sign has been a struggle.

MR. DRAGISH: That's okay.

CHIEF OF POLICE: Moving on. Also, IGA Plaza. There have been news articles, I'm working together with the owners of that property. I just want to thank them again for coming to the community. We have a lot of positive feedback. There are a lot of people that are happy that the building will be restored. It's going to change. I've had several phone call on that. I just wanted to convey that.

I'm also working with Ashley from Farmer's National Bank, guess years ago and I do remember, Chris always confirms things for me. In the past, there used to be picnic tables on the Green. The last remaining picnic table got destroyed in the lightning strike. There were supposedly more there but they just decayed over time.

MR. NACARATO: I stood on that last one at Christmas time.

CHIEF OF POLICE: I remember. Farmer's Bank has offered to donate 4 picnic tables, two round and two rectangle. If you haven't been down to Greasel Park, we recently bought benches for the Pickleball Courts and they're steel with a rubber laminate over them. They're made to endure the weather. They sent me pictures of these picnic tables, they're Farmer's National Bank blue with black seats. They are the rubberized material. They're very clean, very professional looking. I told them I would run it by you, plan on moving forward with the project. For us, it's just a matter of cutting around 4 more tables. They want their employees to be able to go over at lunch and eat or anybody in the community can go over there and eat. I think it's a fantastic idea. If Council is for it, I'll give them the green light. It was unsolicited. They reached out to us.

MR. DRAGISH: My only thing is, do they have to be blue? I get the whole Farmer's thing. I understand that. But we're going to have blue, metal, and various one's.

CHIEF OF POLICE: I sensed that blue is their color. I was thinking red and black but they're donating it. I'll talk to Ashley. But I get it.

MR. DRAGISH: Okay. I'm just foreseeing future things.

MR. TIECHE: Chief, these are going to be all-weather. So, Public Works doesn't need to haul them out or do they need to be taken in?

CHIEF OF POLICE: I guess we could. They planned on just leaving them out there, throughout the year. I know the benches that we put out at Greasel, once pickleball season is done, we're going to take them and put them inside, just to preserve them. I don't think we need to put that on Public Works.

MR. TIECHE: Thank you.

CHIEF OF POLICE: As far as communications goes, that's it. I'll have more during Reports.

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

MR. TIECHE: We did have a Parks, Recreation and Cemetery Board Meeting yesterday. We have not gotten the minutes out to each of you but as you get those back, we had a rather lengthy discussion about Tree Dedication and some of those kinds of things. I was not aware that we had established a Tree Dedication Program and we passed that information out to the members. That is something that is going to happen. We've already had several tree dedications. There is actually a plaque out in the hallway here. Read those minutes over and there will be some interesting comments in there one way or the other.

MR. NEFF: I don't have a Planning & Zoning Meeting to report on yet.

MR. DRAGISH: I have no Mayor's Report.

MR. NACARATO: I sit on Design Review. Design Review met last night. I want to know what the sale is about fences. We had 12 things on our agenda yesterday and the majority of them were fences. Everything passed but it was just funny, we've never had an agenda that big with 12 items on it, and the majority being people who wanted fences. Moving forward, they are still working a little bit on some of the Design Review things that we want see happening, so that we could try to get everybody on the same page with MS Consultants. I'll let you know when that goes through. John is not here tonight, so we won't have a report from the Fire District. Chuck, do you have a report from John Rapp?

CHIEF OF POLICE: Rapp is on vacation, Snovak and Justin Stamp are filling in. Those guys are starting to focus on getting ready for the 4th of July and everything else. They're homed in on the 4th of July,, making sure everything is ready, prepped and looking good. Tony was down at the square today. I know he was working with the landscaping company.

MR. NACARATO: I'll move to Christine Clayton.

FINANCE DIRECTOR: The Ohio State Auditor's arrived on Wednesday, May 24th, to do the 2022 Audit. They'll be here for another couple of weeks. Lieutenant Weamer and I were notified by the Ohio Department of Public Safety that they're going to be coming on Wednesday, July 26th, to do a compliance audit for the OVI Grant. I just completed a lot of preliminary set up work for the utility and cash receipts on our new accounting software. We're hoping to have that all converted over by the first of the year.

ZONING INSPECTOR: For the month of May, we issued 44 permits for a total valuation of \$2,379,211.00. The issue at 260 S. Broad is under control. I talked to the company managing it, they are vacating the premises July 15th. They'll be taking over the grass cutting on the property. There is nothing going in near the CVS, other than working on the gas well. If you're curious about what they're doing, it's just testing.

CLERK: We had two bid openings this morning, one for the Overbrook Storm Sewer Project and one for the Indian Lake Waterline Replacement. The apparent low bidder for the Overbrook Project was Yarian Brothers Construction. The apparent low-bidder for the Indian Lake Project was Z-Tech Builders & Excavators, Inc. MS Consultants will review those and we'll probably see those on our next agenda.

MR. NACARATO: Do you have anything for us, Mark?

ATTY. FORTUNATO: No, I'll reserve my comments for Executive Session.

MR. NACARATO: I'm going to move over to Chuck Colucci. Do it either way, Police Report or City Manager Report.

CHIEF OF POLICE: That's why I told John, don't give me a report. I don't want to do 3. (Laughter).

Police: In the last two weeks our patrols have been active. We've had 4 total OVI arrests, we also had interesting drug stops, we're always coming across drugs, but we had a steroid stop; which was interesting. Steroids are still illegal. We also had an arrest of Psilocybin, which are the magical mushrooms, hallucinogenic drugs. Those seem to be seasonal and we get them, we won't be surprised to see them again. Neither of them were local residents, they were just coming through town. We had a report of a missing juvenile. We were able to track the person down in a matter of an hour and got him back safe to his home. We also had a traffic stop that resulted in the arrest of a driver with a stolen vehicle. There was also two stolen guns. We suspect one was involved in a heavy crime. We had a hard time identifying the gun because one of the serial number's placards were ground down. Both guns were loaded. Our officers are always safe and methodical about the way they do things, you can't have complacency because the moment you do, you run into characters like these, two stolen guns and one that we think was used in a significant crime. On that note, I mentioned about a month or two ago, how difficult it's been to find new officers, just like anywhere. Anybody you talk to, whether it's a lawyer or whatever, it's hard to find people. We've been able to secure 3 new police officers,

one is only facilitated through a Motion that is on the agenda tonight; which is mid-term bargaining through our collective bargaining agreement to allow lateral entry. We are hiring two female officers, they are both going to be rookie police officers and then a 5-year veteran from the Dayton Police Department. This is his roots, this is where he's from. With that motion tonight, if everything works out, we'll be able to hire this police officer. That's it for police.

City Manager: Greasel Park, the fence that is around the Pickleball Court, I mentioned this to you guys in our weekly memo. That fence sustained significant damage as a result of windstorms that we had this year. I don't know how old that fence is. I hate always doing this but I don't know you remember Chuck? It's old, it's been repainted and the south end of it is coming down pretty good. We had an estimate to repair it, which was about \$6,000 and an estimate to replace it, which is about \$15,000. The replacement would also include gates that would be locked and new heavy-duty poles. We're not going to go as high this time. We'll be able to go 8 foot. We didn't budget for it but it's to the point where we're going to have to consider closing that area off or replacing the fence. I offered to use discretionary drug fund money but Christine was doing here job and telling me that you can't use drug money for a fence at a park. To me, it was a community thing and we're always down there talking but we can't stretch it. So, I think we're at a point where we have to decide, I don't want to shut the park down. The parks are starting to come around and are looking good. Consider an insurance claim or in the budget adjustment that we have coming up to include the fence repair.

MR. TIECHE: I took the liberty to bring that up at our Parks, Recreation & Cemetery Board Meeting yesterday. The Parks Board voted to go with a new fence.

CHIEF OF POLICE: Between the repair and the new fence?

MR. TIECHE: Yes.

CHIEF OF POLICE: Excellent. So, we can put that in the budget adjustment? You would all support it?

COLLECTIVELY: Yes.

MR. NACARATO: I'm sure the fence has been its life span.

CHIEF OF POLICE: I have no idea how old it is. I know it's been painted multiple times, probably 20 years.

MR. NEFF: Maybe we could have some sort of fundraiser down there. When the original Pickleball enthusiast had a Pickleball Day or training down there, it was really well attended, I think there was like 50 people.

CHIEF OF POLICE: I had a call from one of the members, they're going to do a Pickleball Day in the fall. I didn't make note as to when it was. They asked if they could hang sponsor signs

because people are going to sponsor it. That would work hand-in-hand with what you're talking about. Maybe generate some funds. It would allow for maintenance because the more we use it, the more maintenance we're going to need. They're all reasonable people.

MR. TIECHE: There was some discussion at the Parks, Recreation & Cemetery, last year when a representative came in and suggested that one of the ways we can pay for this was to hang signs out of sponsors and it would generate some money. I think our question on the Parks Board was, we got neighbors there, are they going to be happy having signs hanging on the fence and that kind of thing. If we get into that, we need to consider...

CHIEF OF POLICE: Yes, sure. I'll work together with them and keep an eye on it and monitor it. I assume that it would be on the fence that we're talking about. That's good because our parks are coming along. I like the direction that we're going. I hope we have money to pave the parking lot. With that, also in that budget adjustment will be the gazebo. We approved the sidewalk, which was replacing 3 pads on the original sidewalk from the construction and the curb sidewalk that goes to the back of the gazebo. That price came in at \$5,000. We originally had \$8,000-\$10,000. Again, Anthony and Bruce, thanks for all the hard work. The compromise, the placement of the gazebo, these are all things that are noticed by our community and they are improving our community and Green and the Parks. Unless there is anything else, I think we have all the bases covered, as far as that budget adjustment.

MR. TIECHE: One advantage of the sidewalk to the rear is, it's really a handicapped accessible ramp.

CHIEF OF POLICE: Yes. Bruce made the point that if musicians now have a way to cart their equipment in. Otherwise, it was getting lugged up steps. Handicapped accessible and convenience for whatever we got going on.

MR. NACARATO: There again, working with the city on a lot of that project, it was really fulfilling. A lot of people pulled together, to get that project to where it is. For anyone wondering when the gazebo will be done, like we said earlier, everyone is working hard to get it done by the 4th of July. We'll be able to enjoy it for years to come. That's my report.

MR. NACARATO: Do we have any questions from council for the reports we just heard? Hearing none.

Under QUESTIONS on REPORTS from RESIDENTS:

KATHRYN YOUNG: Since John Morvay isn't here today, I'd like to give a report on the Fire Department. Last Thursday, there was a fire at my house. Between the time that it went to Dispatch and got to my house in under 4 minutes. It saved my house, although it's a mess on the inside. I wanted to thank you all. As I was going through the debris, I want to thank you Chief, that was there.

CHIEF OF POLICE: Oh, thank you. Speaking for John really quick, he's always taken in the fire department and the whole board on quick response time. I think I was told that, if it were much longer, you would have lost.

KATHRYN YOUNG: It would have went all through the house. If it hadn't been for that little boy next door reporting smoke.

CHIEF OF POLICE: Yes, right.

KATHRYN YOUNG: Or an hour later, it would have been me.

CHIEF OF POLICE: Everyone in the city, I know a lot of people reached out to you, via social media. We're all pulling and praying for you. I appreciate this. That's what we do. We take pride on giving this community that quick response, whether it's saving a life or a house.

KATHRYN YOUNG: I appreciate you all.

CHIEF OF POLICE: Everybody is thinking about you.

MR. NACARATO: That's what makes Canfield, Canfield. We're one community. Anyone else?

LEX CALDER: Lex Calder, 145 Willow Bend Drive. I want to present to you guys, pass this down. I don't have much ink left, so I only have one copy. That's the finalized design. We started out with the gravel one, it was a figure eight. Chuck didn't like it. It didn't sound very safe. So, we redesigned it. We made it 2 phases because we only have so much money to work with. I got them from \$130,000 down to \$80,000, where I need them to be. It's going to be the outer-ring first and we'll incorporate a little bit of the pump track with using the actual contour of the earth. It will have slightly berm turned that are paved on both sides, with a flat spot, so kids don't have to go up it. There is a little tiny bump-out with a full 180 wall, so once you get fast, you can go up and around over it. So, it's starting with the basics of getting kids to start to use the risers and get confident with the little ones, and then move up to the big (inaudible). That is the finalized one that we're going to have. I talked to Chris a little bit about pricing and how we're going to do that. We're still waiting.

FINANCE DIRECTOR: Mark signed it tonight.

LEX CALDER: Yes! Yes! That's the grant paperwork that got lost in the (inaudible) when Wade left. Chris dug it up or Patty did, I forget. I will have you guys the Minutes and the 3 Motions and all the other things but I had a busy day. So, just the outer-ring. The inner one, they tried to convince me to ask for \$45,000 more dollars, you'll save 15. If we do it in two separate, it's going to be \$80,000 and \$60,000. Doing it together, it will be less than \$125,000. I appreciate that. 501-c3, I'm reading a book called: How To Start A 501c3 Without Running Your Life. There is a lot to it. What I found is, Mark, I'm going to need you to ask me for a referral to a lawyer to help me get this.....

ATTY. FORTUNATO: Have you looked at the easy-up process?

LEX CALDER: Yes, but I want to make this bigger.

ATTY. FORTUNATO: I mean, let's talk. Do you have my number?

LEX CALDER: I do.

ATTY. FORTUNATO: Call me.

LEX CALDER: Otherwise, I'll work with Chuck for now, until we get another city manager and Chris to start the process with these guys. Get it clear with the grant works and we should be good. We're looking at end of summer.

ANTHONY NACARATO: There again, thanks Lex for everything you've done. That is going to be a great asset to this community. I know the hard work that goes into something like that. So, I appreciate everything you've done. I know the rest of the people in the city do. Anyone else about what we've just talked about? Hearing none.

Under Persons Desiring to Appear Before Council:

DARLENE MACBENN: Darlene Macbenn. I've been here before. I'm looking for water and sewer. I have 4 points to come back to ask Council. Number 1. We were talking about our neighbor, Michael Hein. What happened was, somebody messed up on the letter.

ATTY. FORTUNATO: We did resend it.

DARLENE MACBENN: It came to our house instead of Michael Hein. We gave the letter to Patty on May 31st. We didn't open it because it was addressed to him but it was sent to our house. Joe and I feel adamant about taking care of our neighbors' business. That's your prerogative, not mine. I'm sorry I got into this mess but it happened 40 years ago. I don't understand the island and why we can't get water and sewer, things of that nature. So, I'm just saying, we don't want Mr. Fortunato, we do not want to continue with trying to talk to the neighbor about joining or annexing at this point. Number 2: We did some homework, we went to the Health Department and we were given the Ohio Administration Code, 3701-29-06, on sewage treatment systems, considered STS. That letter, we went over with Colton Masters (spelled phonetically), he pointed out that an STS shall not be cited, permitted or installed where sanitary sewage system is accessible, and he told me it was within 200 foot. Whenever a sanitary sewer system is accessible to a dwelling or structure, that dwelling or structure connected to the sanitary sewer system, the rest of the sanitary sewer system shall be abandoned with accordance with the administrative code 3701-29-21. So, let's go to the engineer's office now. We went to the Mahoning County Engineer's Office and they gave us a map of the properties of our 4 parcels, on St. Rt. 224. He showed us exactly where the sewer

line is and where it stopped. He said, it could be done and he outlined it. I said, well, what do you mean it could be done? He said, well, go get 3 estimates. Joe and I went out and we got 3 estimates on how much it would cost us to the sewer and the water. It's within our budget. We can handle it. Right now, we have a fourth problem. Like Mike Cook says, we have a unique situation. We're like in a pickleball. You didn't say that exactly but you said that in the article that we have a unique situation. That you would do some work on the Hunter's Woods Development to see how we got into this situation. What I'm saying is, we're not making good progress at all. I've done my homework. I've done legal things. Maybe I shouldn't have done. All we are asking is for water and sewer. We see now that there is a conflict between the state statute and also Canfield's Home Rule. Home Rule was established in 1968 and it was supposed to be reviewed every 5 years. The last time it met was 2018. We would like to resolve this situation in a mutual agreement. We'll pay for the water and sewer. That's not the problem. I don't want to hire an Attorney. I don't want to go through years of this turmoil. We're just asking, we want to resolve this situation mutually. End of my report.

MR. NACARATO: I know that we, on Council, understand and we're trying to do everything that we can to get this resolved for you. We really do want to do what we can to help you with this. We'll continue to work on it and see if we can go forward. I can't make any promises but we'll do everything we can from a Council standpoint to help you with this situation. Anyone else?

ANTHONY SEBASTIANI: My name is Anthony Sebastiani. I recently purchased the property at 8 N. Broad Street, the IGA Plaza. I just wanted to come in and introduce myself formally to Council and to city officials. Basically, explain a little bit that we've been through a process, kind of working quickly and wanted to say, I'm a 21-year resident of Canfield and I'm proud of the city. I had a tear in my eye when I heard this young lady explain about the fire at her home. I had a similar situation at my house many years ago, my daughter turned blue, my wife dialed 911 and within minutes they were there. That's why we love the City. That's why we want to stay in the city. I'm a 21-year resident, I think that the Green Plaza can be turned into something amazing again. That is the plan. It's my first time doing anything in the City. I've done a couple of small projects in the township. Our company bought the floral business over there, it used to be Something New. We rehabbed that and turned it into what I think is something to be proud of in the community. We tore down the blighted house on Raccoon Road behind the GetGo. We have some great plans ahead of us for the Plaza. What I wanted to express was, it's kind of out there in social media, the buzz, what I expected to find when I walked into this council room 4 months ago. I went to the back corner, I didn't really talk to anybody. I just wanted to see how things worked. I've been to council meetings before, township meetings before, you want to get a temperature for how things run and the status of it. I was pleasantly surprised when I left, what I thought I knew vs. what is true. The "buzz" is Canfield doesn't want to work with folks. I don't believe that at all. Mr. Morvay, stood-up and sought me out, probably as an unfamiliar face in the back of the room. He probably wondered what I was doing there. I said, I'm here to see Chief Colucci, I had questions for him as the City Manager. I said, I first met him 5 or 6 years before when he was on patrol. He was kind enough to give me his card. He wanted to put a speed sign in my front yard. I was more than welcome to it because it was a drag strip. He actually asked for my input as to where to put it. John was

poking around. I wasn't really wanting to say too much. I was under contract at that time. My due-diligence phase. I'm a more of a stay off the radar kind of guy. I don't always love my name up in lights and things of that nature. He was very good at getting to the bottom of it. I said, here's the scoop and here's what I'm looking to do. I had some questions for Chief. He side-barred me with Chief. The meeting was over and everybody was leaving. We were the last one's in the room. I wasn't expecting to have any of these conversations. Nonetheless, 30 seconds of me into explaining to John and Chief, we sat for probably 2 hours that night and went through a bunch of stuff. Probably a dozen or two dozen subsequent calls since then. When I needed questions from either zoning or water department, just as I did my due-diligence, I just wanted to say, it is the complete opposite of what is on the apps and social media and those things. I was received with welcome arms. I'm here today and my company bought this plaza because of the future that we thought we were going to have. Basically, by what Chief Colucci and Mr. Morvay did. I've been bothering Chief countless times on things. I just wanted to say, thank you for your support, so far. Even Mr. Fortunato helped out on some things. I haven't had the pleasure to work with all of you folks just yet. I'm looking forward to it. These guys know how to get ahold of me, if anything comes up. We have some good plans. There is a lot of tentative stuff. If all goes well, I'm going to engage with Dave Harris, he's done quite a bit in the city. We're going to see about working with him on some plans and renditions. I'll be able to share more and more as things go on. I just wanted to stand up for a few moments and introduce myself and say, thank you to Chief and all of his hard work and everything that he did to help us with question and answer. He helped me get through my due-diligence in the timely fashion that I had. I didn't have a lot of time. That was really all. I appreciate your time. Thanks.

MR. NACARATO: Mr. Sebastiani, I think I'm going to speak for the whole board here, when I say, we're excited to work with you and excited to see something getting done with that plaza. I think we're all on onboard that we want to make sure what we're doing is the best for the community and I think you're a good fit for that.

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

Under **NEW BUSINESS**:

ITEM A: An Ordinance Amending Canfield Codified Ordinance Section 1127.03 "Board of Appeals".

MR. NACARATO: This will be a first reading. 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. TIECHE: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. TIECHE: Mr. President, I have an Ordinance Amending Canfield Codified Ordinance Section 1127.03 "Board of Appeals". This constitutes first reading.

MR. NACARATO: We're going to set a date for that reading?

CLERK: July 12th at 5:20 pm.

ITEM B: A Motion Authorizing the City Manager of the City of Canfield to Enter Into A Memorandum of Understanding (MOU) for a Joint Resurfacing Program.

MR. NACARATO: This will be a first reading. 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 Motion and authorize reading by title only.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

MR. NEFF: Mr. Chairman, I have a Motion Authorizing the City Manager of the City of Canfield to Enter Into A Memorandum of Understanding (MOU) for a Joint Resurfacing Program. We move for passage.

MR. TIECHE: Second.

MR. NACARATO: Chuck, you want to give us a brief on this.

CHIEF OF POLICE: The City of Canfield, through our engineer's (MS Consultants) have been in discussions with other public entities on the possibility of entering into a cooperative bidding process for the purposes of a joint resurfacing program. The City of Canfield will partner with Canfield Township, and the Township of Poland in a joint resurfacing program this year. The goal is to save money. The City of Canfield, with the assistance of our City Engineer, will be the lead agency on the joint resurfacing program. In order to satisfy the requirements and define certain terms of this joint program, a Memorandum of Understanding (MOU) is required from each participating agency. This motion authorizes the City Manager to enter into an MOU for a joint resurfacing program with the aforementioned other public entities.

MR. NACARATO: Council questions? Hearing none. Public, any questions? Hearing none.

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.
Motion 2023-06.

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

MR. NACARATO: This will be a first reading. 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 Motion and authorize reading by title only.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.

MR. DRAGISH: I have a Motion Amending A Contract Between the City of Canfield and the Ohio Patrolmen's Benevolent Association (Police Officers, Unit A; Dispatchers, Unit B; Lieutenants and Sergeants, Unit C) for Years, 2021, 2022 and 2023. I move for passage.

MR. NEFF: Second.

MR. NACARATO: Chuck, do you want to give us the lowdown on this one?

CHIEF OF POLICE: With the mid-term bargaining, it's rare that we get together and do mid-term bargaining. We did it for two purposes. One was to allow for lateral entry within the police department, to simply allow us to be able to hire an officer that previously worked for another agency, after they take our civil service exam and go through our vetting process. It will allow us to hire them and hire them in, not at the starting rate but where they were at their previous department. For years and years, it was my preference to bring people in that started here, so they only knew Canfield's way of doing business. But I was proved wrong. We hired an officer from Cleveland and an officer from Columbus, over the last few years and they're outstanding gentlemen, filled with incredible character. Our union and I got together, it's difficult to hire in any field right now, specifically police. Our agency is a little bit different because we have a 4-year degree requirement, so it even limits us more. As highlighted in there, this will allow us to hire somebody from the outside, give them service credit. The only thing they'll get credit for is time on the job, which would impact their pay and to allow them to accrue vacation time as they were at their previous agency, according to the years that they had been on the job. It

doesn't mean that they would jump somebody that has less time on the job, that's worked here longer. Those people will still shift bid over them, vacation bid over them. It will allow 2 things, pay and allow them to earn a vacation that they were at, at their prior agency.

MR. TIECHE: This, although, it says it's for 3 years, this is not retroactive? This is just a 3-year contract and what we're changing would be year 2023?

CHIEF OF POLICE: Correct.

MR. NACARATO: Any other questions from Council? Hearing none. Public, any questions? Hearing none.

ROLL CALL ON MOTION:	4 Votes-Yes
	0 Votes-No
	Motion passes.
	Motion 2023-07

ITEM D: A Motion Ratifying A Contract Between the City of Canfield and the Utility Workers Union of America (UWUA) for Years, 2024, 2025 and 2026.

MR. NACARATO: This will be a first reading. 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 Motion and authorize reading by title only.

MR. DRAGISH: Second.

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

MR. TIECHE: Mr. President, I have a Motion Ratifying A Contract Between the City of Canfield and the Utility Workers Union of America (UWUA) for Years, 2024, 2025 and 2026. I move for passage.

MR. NEFF: Second.

MR. NACARATO: Chuck.

CHIEF OF POLICE: As everyone is aware, both in our community and council, their first contract negotiations became very public, it was very hostile and completely unnecessary. Without beating that up much. We work with an excellent group, public works. The changes that are in the contract, there is a lot of green in there. It's simply consistent language with what's in the police contract and the city pay ordinance. For some reason, without getting too deep into this,

they weren't given that opportunity, they weren't give that language. It was unnecessary. In hindsight, looking back, I wish I was more involved with it because, even though it wasn't my department, it didn't work out for them. This green language is consistent with language that's in the police contract. That last negotiations went on with the street department for a year and a half, something really ugly like that, we got it done in 3 meetings because our goals were the same. It was to provide this community with the best public service possible. There was no hidden agendas, there were no axes to grind. They're good people. They're good workers. The union is good. I support them. We should support them. I encourage you to support them. Pay raises across the board, have been actually hirer to what we agreed upon. That other agencies and municipalities have been given but our people are very appreciative and content of what we agreed. A gentlemen's agreement, so to speak, that we already had to get to this point. We did increase their health care contributions; which is something that is going to be done across the board. This contract will start January 1, 2024. The reason why we did it early, is because, I'm also in the middle of negotiating with our police department right now. One to get out ahead of it, so it was done by the end of the year. Also, so the new city manager would have the opportunity to move on with his/her business, without having to worry about this. For me, it was passion because it was so controversial, our people didn't deserve that, our town didn't deserve that. It wasn't like we rolled over and gave them everything. It was simply making it fair and consistent. If you have any questions, I'd be more than happy to discuss it with you guys.

MR. NACARATO: Questions from Council?

MR. NACARATO: I just want to say, by far, we have the best public works department that you can imagine. I've worked with them before I was on council. I worked with them for years with Lighting of the Green and different projects. They're fantastic. I commend you on that. I know the first time around was really contentious around here and this one went very smooth. Thank you, Chuck for all of that.

CHIEF OF POLICE: I'll say it again, it was unnecessary and I'm sorry you all had to go through it and the community had to go through it.

MR. NACARATO: Any comments from the public? Hearing none. Patty, can we have the vote?

ROLL CALL ON MOTION:

4 Votes-Yes

0 Votes-No

Motion passes.

Motion 2023-08.

MR. NACARATO: We are going into Executive Session so I need to have a Motion for us to go into Executive Session.

MR. TIECH: Mr. President, I have a Motion to adjourn into Executive Session pursuant to Ohio Revised Code Section 121.22 (g) (1) to consider employment matters. I move for passage.

MR. NEFF: Second.

ROLL CALL ON MOTION:

4 Votes-Yes
0 Votes-No
Motion passes.

Council convened into Executive Session at 6:19 PM.

Council reconvened from Executive Session at 7:44 PM

Mr. Tieche made a motion to adjourn.

Mr. Neff seconded the Motion.

The meeting was adjourned at 7:45 PM

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

