

CANFIELD CITY COUNCIL

October 18, 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. **Steve Preston, MS Consultants, Inc.**
5. Approval of Minutes.
6. Reading of Communications.
7. Reports of Committees, Boards, Mayor's Report, City Manager, Finance Director, Chief of Police, Zoning Inspector and Public Works Superintendent.
8. Public questions from residents (or representative) related to the above referenced reports. Questions may be limited to three (3) minutes.
9. Recognition of Persons Desiring to Appear Before Council.

10. OLD BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

11. NEW BUSINESS

Note: After each item is placed on the table for action, public comments from residents (or representative) as to that business item are received. May be limited to three (3) minutes per person and thirty (30) minutes total.

- A. An **Ordinance** Approving the Replat of Canfield City Lot 6902, Creating City Lot 6908 on Lake Wobegon Drive by Stonebridge Land Corp.

Description: Stonebridge Land Corp is replatting Lot 6902 to create Lot 6908 because they sold a lot to build a new home.

Action Needed: Passage of this Ordinance

Attachment(s): Recommendation from P&Z, Map, closure, Letter from MS.

- B. An **Ordinance** Approving the Replat Combining Lots 105 & 106, Creating City Lot 6909 at 33 Kirk Street by Jim Morocco.

Description: The homeowner at 33 Kirk wishes to replat his property. The back portion of his lot at 33 Kirk Street is a separate parcel. He would like to put a fence in the rear yard. Since you can't have a fence on a piece of property without a main structure, he would like to replat it into one parcel.

Action Needed: Approval of Ordinance.

Attachment(s): Recommendation from P&Z, Map, Closure, Letter from MS Consultants.

- C. An **Ordinance** Amending Canfield Codified Ordinance Section 1141.11 R/O Residential Office District and Re-Titling Such Zoning Districts as Residential Office and Limited Commercial District.

Description: We are amending R/O Office District, to expand the use, in that district.

Action Needed: 1st reading and set a public hearing for November 15, 2023 @ 5:20 PM

Attachment(s): Recommendation from P&Z.

- D. An **Ordinance** Authorizing Contract Modification Number 2 with MS Consultants, Inc. for the Sawmill Creek Improvement Project.

Description: This modification is for construction administration and resident inspection which was not included in the original agreement.

Action Needed: Passage of Ordinance

Attachment(s): Modification #2 to Engineering Agreement.

- E. An **Ordinance** Authorizing Change Order Number 1 for Lindy Paving, Inc and to Declare Said Ordinance an Emergency. (2023 Road Resurfacing Project)

Description: There is a 20ft x 130ft area on Colonial Drive that needs repair.

Action Needed: Passage of this Ordinance.

Attachment(s): Ordinance and the Change Order.

- F. A **Motion** Authorizing the City Manager to Enter Into An Agreement on Behalf of the City of Canfield with the Canfield Board of Education Regarding the Allocation of Costs Related to the Provision of a School Resource Officer.

Description: See Chief.

Action Needed: Passage of Motion

Attachment(s): Motion and School Resource Officer Agreement-Exhibit 1.

12. Council Comments.

13. Adjournment

Introduced by: _____
First Reading: _____

ORDINANCE

An Ordinance Approving the Replat of
Canfield City Lot 6902
Creating City Lot 6908 on Lake Wobegon Drive
By Stonebridge Land Corp.

WHEREAS, the Planning & Zoning Commission at their Regular Meeting on October 12, 2023 approved the replat of Canfield City lot 6902 Creating City Lot 6908 on Lake Wobegon Drive.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat of Canfield City lot 6902 Creating City Lot 6908 on Lake Wobegon Drive.

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

Section 1: The Council of the City of Canfield approves the replat of Canfield City lot 6902 Creating City Lot 6908.

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

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

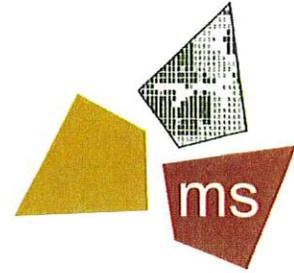
CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

ms consultants, inc.
engineers, architects, planners

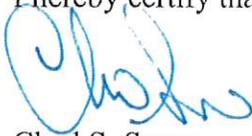
333 East Federal Street
Youngstown, Ohio 44503-1821
p 330.744.5321
f 330.744.5256
www.msconsultants.com



Replat of Lot No. 6902 - Stonebridge Plat 10
Creating City Lot 6908 Certification

This is to certify that the Replat of City Lot 6902 and the creation and the remainder of City Lot 6903 as shown in the Replat Lot No. 6902 - Stonebridge Plat 10, Creating City Lot 6908 on a Plat of Survey prepared by Advanced Land Measurement, Inc. for ASM Investments, Inc. does not exceed the mathematical error in closure as stated in Administrative Code Chapter 4733-37-04, Measurement specifications for the Standard for Boundary Surveys in Ohio. I also certify that the new acreage for City Lot 6902 is 0.9907 acres and New City Lot 6908 is 0.4428 acres. Adjoining subdivisions are verified with referenced instrument number and plat volumes and pages. The boundary monuments are found and set at the corners as required by 4733-37-03, Monumentation for the Standards for Boundary Surveys in Ohio. Replat Lot No. 69022 - Stonebridge Plat 10, Creating City Lot 6908 does meet the standards as outlined in 4733-37-05, Plat of Survey.

I hereby certify that this report was prepared under my direct supervision.

 9/29/28

Chad S. Snow
Registered Professional Surveyor No. 8559



REPLAT

LOT NO. 6902 - STONEBRIDGE PLAT 10 CREATING CITY LOT 6908

PLAT VOLUME 139, PAGE 272
AUGUST 17, 2023

Owner: ASW Investments Inc.
Agent Name: Matthew A. Hart
Property Address: 11111 Main Street
Cincinnati, Ohio 45240
Phone: 513.351.0000
Email: M.A.Hart@asw.com

Lot 6902
Hatchery Farm No. 3
Re-Plat of Westway Plat No. 1, S. Village of Westway Park
Plat Vol. 107, Pg. 213

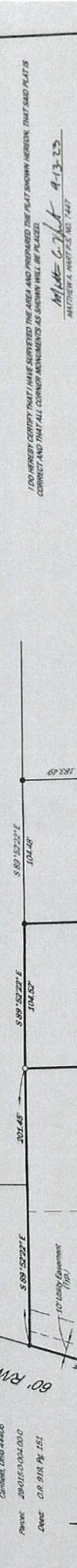
Lot 6908
Re-Plat of Westway Plat No. 1, S. Village of Westway Park
Plat Vol. 127, Pg. 11

NOTE: BASIS OF BEARINGS FOR THE SURVEY SHOWN HEREON BEING THE NORTH LINE OF PHASE 1 OF PLAT NO. 6 HELD AT 117.50 DEGREES BY THE MAHONING COUNTY RECORDS.

PREPARED BY:
ADVANCED LAND MEASUREMENT, INC.
PROFESSIONAL SURVEYORS
REGISTERED IN OHIO AND
INDIANA
PHONE: (513) 633-7447
FAX: (513) 633-7448

STATE OF OHIO
MATTHEW A. HART
PROFESSIONAL SURVEYOR
No. 11111

DATE: 8/17/23
DRAWN BY: M.A.H.



CURVE DATA:

CURVE	ARC/CS	TANGENT	LENGTH	DELTA	CHORD	CH BEARING
C-1	25.00'	35.41'	47.89'	109°12'38"	239.1059'	40.88'
C-2	103.00'	28.77'	62.96'	7°31'57"	37.4441'	58.83'
C-3	103.00'	16.48'	34.82'	3°39'08"	5°32'56"	62.95'
C-4	25.00'	16.48'	34.82'	1°59'59"	5°54'24"	5.89°58'25"E
C-5	153.00'	48.40'	97.76'	3°39'59"	229°10'59"	17.30'
C-6	153.00'	48.40'	97.76'	3°39'59"	3°44'41"	97.74'
C-7	153.00'	48.40'	97.76'	4°21'39"	3°44'41"	118.52'

SYMBOL LEGEND

- 1/4" = 1" FOR PREVIOUS PLAT
- 5/8" = 1" LONG REBAR W/ 4" CAP SET

PLAT DATA

NUMBER OF LOTS = 2
AREA IN LOTS = 4.428 ACRES
TOTAL ACRES = 1.428 ACRES

I DO HEREBY CERTIFY THAT I HAVE SURVEYED THE AREA AND PREPARED THE PLAT SHOWN HEREON THAT SAID PLAT IS CORRECT AND THAT ALL CORNER MONUMENTS AS SHOWN WILL BE PLACED.

M.A.H. 8/17/23
MATTHEW A. HART, PLS. NO. 11111

WE, THE CITY ENGINEERS AND OWNERS OF THE LANDS INDICATED ON THIS PLAT DO HEREBY MANIFEST OUR APPROVAL OF THE SUBDIVISION AND DEDICATE THE STREETS AND LAND FOR OPEN SPACES AS SHOWN HEREON TO THE PUBLIC FOR THEIR USE. WE FURTHER CERTIFY THAT THE PLAT IS A SUBDIVISION OF PART OF THE LANDS COMPREHENDED BY BOARD OF COUNTY COMMISSIONERS OF MAHONING COUNTY AND THAT THE SUBDIVISION IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MAHONING COUNTY RECORDS AND THAT ALL MONUMENTS AS REQUIRED BY SUBDIVISION REGULATIONS WILL BE PLACED.

AS WITNESS OUR HANDS (HANDS) THIS _____ DAY OF _____, 20____.

WITNESSES: _____ OWNERS: _____
STATE OF OHIO _____ COUNTY _____

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY, PERSONALLY APPEARED THE ABOVE SIGNED STONEBRIDGE LAND OWNER, WHO ASSUMED TO BE THE PERSONAL REPRESENTATIVE OF THE MAHONING COUNTY BOARD OF COUNTY COMMISSIONERS AS SHOWN ABOVE, AND THAT THE SIGNING OF THE ABOVE CERTIFICATE IS THEIR (HIS OR HER) OWN FREE ACT AND DEED.

AS WITNESS HEREOF AND WHILE HEREBY SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

REVIEWED BY THE CITY OF CANFIELD ENGINEER THIS _____ DAY OF _____, 20____.

CITY ENGINEER _____

REVIEWED BY THE CITY OF CANFIELD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ SECRETARY _____

APPROVED BY THE CITY OF CANFIELD COUNCIL THIS _____ DAY OF _____, 20____.

PRESIDENT OF COUNCIL _____ CLERK _____

ENTERED FOR TRANSFER THIS _____ DAY OF _____, 20____.

MAHONING COUNTY AUDITOR _____

RECORDED FOR RECORD ON THE _____ DAY OF _____, 20____ AT _____ O'CLOCK
IN RECORD IN VOLUME _____ AT PAGE _____ OF THE MAHONING COUNTY RECORDS
OF PLATS ON THE _____ DAY OF _____, 20____.

MAHONING COUNTY RECORDS

Lot 6908

Prepared by: Microsoft
Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 8/17/23
5:22:38
Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550
Ending Coordinates, North: 7872.9666 East: 3409.4560
Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 12°08'46"W
Distance Traversed: 578.13 Closure: 116601

o Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
00°57'59"W	185.55	8058.4950	3406.3255		5001
89°52'22"E	104.52	8058.2629	3510.8453		5002
00°57'59"E	183.56	7874.7290	3513.9412		5003
89°02'01"W	104.50	7872.9666	3409.4560		5004

Approx: Sq. Feet: 19286.43 Acres: 0.4428



Lot 6902

Prepared by: Microsoft

Routine: Reduce Map Check File Coord File: STONE-LOT6902REPLAT.crd 8/17/23

5:13:50

Input Scale Factor: 1.000000000 Output Scale Factor: 1.000000000

Correct Ending Coordinates, North: 7872.9714 East: 3409.4550
Ending Coordinates, North: 7872.9779 East: 3409.4517
Error, N: 0.01 E: -0.00 Total: 0.01 Brg: S 26°58'35"E
Distance Traversed: 819.42 Closure: 112531

o Adjustment

Bearing	Distance	Northing	Easting	Elevation	Point ID
		7872.9714	3409.4550		5000
89°02'01"W	227.75	7869.1302	3181.7374		5001
CURVE DEF: Arc			CURVE DIR: CW		
RAD: 25.00	LEN: 47.81	TAN: 35.42	CEN. ANG: 109°34'16"		
CHORD: 40.85	MO: 10.58	EXT: 18.35	DEGREE: 229°10'59"		
SEG: 303.17	TRI: 294.45	SEC: 597.62			
00°58'24"W	25.00	7894.1266	3181.3127		5002 PC->RP
71°24'08"W	25.00	7902.0997	3157.6182		5003 RP->PT
36°11'16"W	40.85	7902.0997	3157.6182		5003 PC->PT
CURVE DEF: Arc			CURVE DIR: CCW		
RAD: 1530.00	LEN: 59.53	TAN: 29.77	CEN. ANG: 2°13'46"		
CHORD: 59.53	MO: 0.29	EXT: 0.29	DEGREE: 3°44'41"		
SEG: 11.49	TRI: 45531.83	SEC: 45543.32			
71°24'34"W	1530.00	8389.8682	1707.4520		5004 PC->RP
73°38'20"E	1530.00	7958.8820	3175.4953		5005 RP->PT
17°28'33"E	59.53	7958.8820	3175.4953		5005 PC->PT
16°21'40"E	104.29	8058.9488	3204.8727		5006
89°52'22"E	201.45	8058.5015	3406.3222		5007
00°57'59"E	185.55	7872.9779	3409.4517		5008

Approx: Sq. Feet: 43156.37 Acres: 0.9907



Introduced by: _____
First Reading: _____

ORDINANCE

An Ordinance Approving the Replat Combining Lots 105 & 106,
Creating City Lot 6909 at 33 Kirk Street by Jim Morocco

WHEREAS, the Planning & Zoning Commission at their Regular Meeting on October 12, 2023 approved the replat combining lots 105 & 106, creating lot 6909 at 33 Kirk Street.

WHEREAS, the Planning and Zoning Commission recommends to Council the approval of the replat combining lots 105 & 106, creating lot 6909 at 33 Kirk Street.

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

Section 1: The Council of the City of Canfield approves the replat combining lots 105 & 106, creating lot 6909 at 33 Kirk Street.

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

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

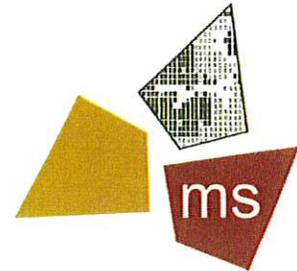
APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

ms consultants, inc.

engineers, architects, planners

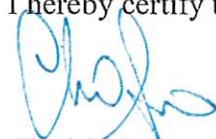
333 East Federal Street
Youngstown, Ohio 44503-1821
p 330.744.5321
f 330.744.5256
www.msconsultants.com



J.D. & S.L. Morocco Plat No. 1
A Replat of Parts of Lots 105 & 106 in Vol. 4, Pg. 6
which creates Canfield City Lot 6909 Certification

This is to certify that the plat J.D. & S.L. Morocco Plat No. 1, A Replat of Parts of Lots 105 & 106 in Vol. 4, Pg. 6 which creates Canfield City Lot 6909 prepared by AES Surveying & Land Planning, Inc. for James D. Morocco and Sharon L. Morocco does not exceed the mathematical error in closure as stated in Administrative Code Chapter 4733-37-04, Measurement specifications for the Standard for Boundary Surveys in Ohio. I also certify that the new acreage for City Lot 6909 is 0.208 acres. Adjoining subdivisions and owners are verified with referenced instrument number and plat volumes and pages. The boundary monuments are found and set at the corners as required by 4733-37-03, Monumentation for the Standards for Boundary Surveys in Ohio. J.D. & S.L. Morocco Plat No. 1, A Replat of Parts of Lots 105 & 106 in Vol. 4, Pg. 6 which creates Canfield City Lot 6909 does meet the standards as outlined in 4733-37-05, Plat of Survey.

I hereby certify that this report was prepared under my direct supervision.

 10/10/23

Chad S. Snow
Registered Professional Surveyor No. 8559



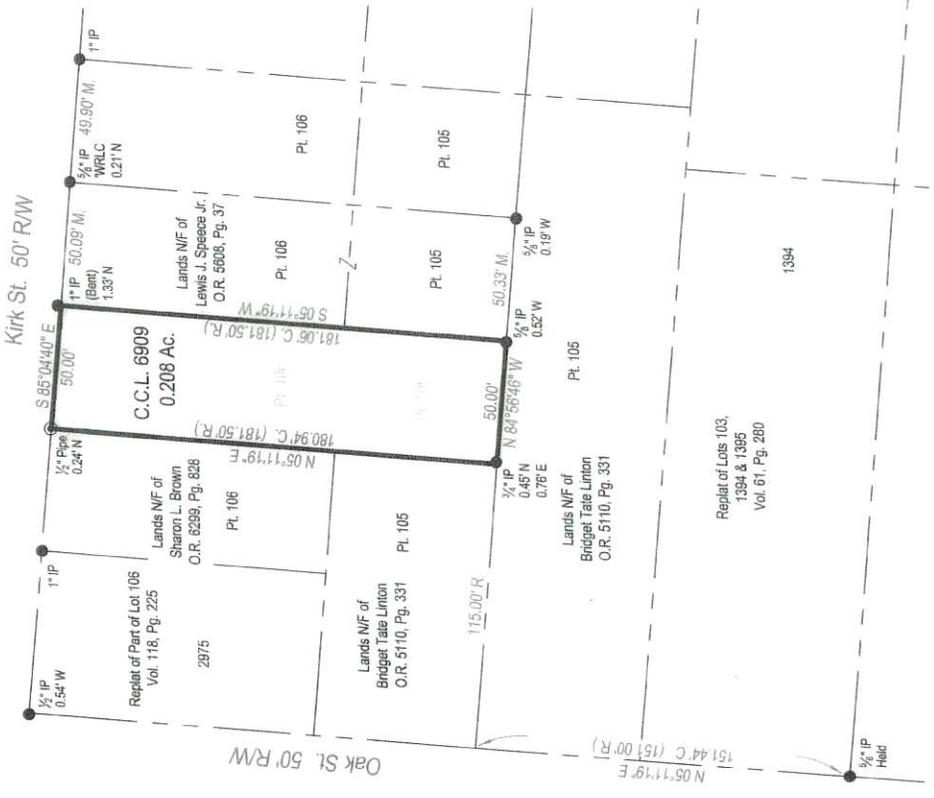
Prepared by:
AES Surveying & Land Planning, Inc.
 888 Bowman-Cantfield Rd., Suite A, Boardman, Oh 44512
 330-653-0227
 AES JOB NO. 3144-23



J.D. & S.L. Morocco Plat No. 1

A Replat of Parts of Lots 105 & 106 in Vol. 4, Pg. 6

Part of Great Lot 31, 2nd Division
 City of Canfield, Mahoning County, Ohio
 September 2023



Surveyor's Certification
 This survey on which it is based was prepared in accordance with and satisfies the minimum standards for a boundary survey in the State of Ohio as codified in Chapter 4733-37 of the Ohio Administrative Code in effect at that time.

I do hereby certify that the survey of the land shown hereon was made under my supervision and is correct to the best of my knowledge and belief.

Daniel Clipse, P.S. No. 8836
 Date 10-2-23

This survey was done without the benefit of a title search, therefore the properties may be subject to additional easements, right of ways, covenants, etc. as may be disclosed in a current title search.

We (I, James D. & Sharon L. Morocco, Owner(s) of the lands indicated on this plat do hereby manifest our approval of the subdivision and dedicate the streets as shown hereon to the public forever.

We (I) further certify that the plat is a subdivision of part of the lands conveyed by JDM Real Estate, LLC to us (me) by deeds dated: 12-28-2018 and recorded in: O.R. 6306, Pg. 2686, of the Mahoning County Record of Deeds and that all monuments as required by subdivision regulations will be placed.

As witness our (my) hand(s) this 2nd day of Oct, 2023.

Owner: James D. Morocco

 Owner: Sharon L. Morocco

Before me, a notary public in and for said county, personally appeared the above signed person(s) who acknowledge that they are (the or site is) the owner(s) of the land shown on the accompanying subdivision as shown above, and that the signing of the above certificate is their (his or her) own free act and deed.

As witness hereof and have hereunto set my hand and affixed my official seal this 2nd day of Oct, 2023.

REBECCA J. JUNKINS
 Notary Public, Notary Public,
 State of Ohio
 My Comm. Expires
 January 2, 2027

 Approved by The Canfield City Planning Commission This ___ Day of ___, 20__.
 Chairman: _____ Secretary: _____
 Approved by The Canfield City Council This ___ Day of ___, 20__.
 Chairman: _____
 Entered for Transfer This ___ Day of ___, 20__.
 Mahoning County Auditor
 Received for Record This ___ Day of ___, 20__ at ___ O'clock ___ m.
 Recorded in Volume ___ of The Mahoning County Record of Plats
 on This ___ Day of ___, 20__.
 Mahoning County Recorder

Basis of Bearing
 Being the South Right of Way of Kirk St., Held at South 85 degrees 04 minutes 40 seconds East, as found per GNSS Observation to the Ohio State Plane Coordinate System, North Zone NAD83 (2011), Observed September 2023

eed Name: CCL 6909

Starting Coordinates: Northing 496906.98, Easting 2452535.55

Distance Units: Feet

Bearing	Distance	Description
85°04'40" E	50.00	
05°11'19" W	181.06	
84°56'46" W	50.00	
05°11'19" E	180.94	

Ending Coordinates: Northing 496906.97, Easting 2452535.55

Area: 9050.10 S.F., 0.2078 Acres

Total Perimeter Distance > 462.00

Closure Error Distance > 0.0051 Error Bearing > S 09°41'52" W

Closure Precision > 1 in 90310.0



Introduced by: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AMENDING CANFIELD CODIFIED ORDINANCE SECTION 1141.11
R/O RESIDENTIAL OFFICE DISTRICT AND RE-TITLING SUCH ZONING DISTRICTS AS
RESIDENTIAL OFFICE AND LIMITED COMMERCIAL DISTRICT**

WHEREAS, the Planning and Zoning Commission has recommended changes to Section 1141.11 of the Codified Ordinances of the City of expand the allowable uses in R/O Residential Office Zoning District and to retile the District as “Residential/Office and Limited Commercial District”; and

WHEREAS, the Council of the City of Canfield believe it to be in the best interests of the citizens of the City to amend Ordinance Section 1141.11 as described below.

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

Section 1: That the following uses shall be permitted uses pursuant to Section 1141.11 of the Ordinances of the City:

1. Residential Dwelling Units-single and multi-family not to exceed six dwelling units per structure.
2. Professional Office(s)
3. Fraternal Lodges and Private Clubs
4. Funeral Homes and Mortuaries
5. Bed and Breakfast businesses
6. Artisan studies such as photography and art galleries
7. Banks or other financial institutions without drive thru facilities.
8. Cafes, bars and restaurants without drive thru facilities.
9. Medical clinics and related facilities
10. Retail stores
11. Personal service establishments

Note1: No permitted use permitted above shall occupy more than 4,000 square feet.

Note 2: The uses delineated in 5-11 above shall only be permitted on lots in excess of three (3) acres.

Section 2: That Section 1141.11 and related sections of the Ordinances of the City shall be re-titled “RESIDENTIAL, OFFICE AND LIMITED COMMERCIAL DISTRICT”.

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

PASSED IN COUNCIL THIS _____ DAY OF _____ 2023.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL

Certification of Publication

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

_____.

CLERK OF COUNCIL

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

Introduced by: _____
First Reading: _____

ORDINANCE

AN ORDINANCE AUTHORIZING CONTRACT MODIFICATION NUMBER 2 WITH MS CONSULTANTS, INC FOR THE SAWMILL CREEK IMPROVEMENT PROJECT

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with MS Consultants, Inc. on March 3, 2021 for the Sawmill Creek Improvement Project; and

WHEREAS, the City Manager and City Engineer recommends a Contract Modification Number 2, pursuant to section 1 and 4 of the contract for the construction administration and inspection of the construction improvements.

WHEREAS, the City Manager has applied for funding through the Ohio Water Development Agency to cover all costs associated with Contract Modification Number 2.

WHEREAS, Council desires to authorize Contract Modifications Number 2 for the City of Canfield, Sawmill Creek Improvement Project; contingent upon receiving appropriate funding.

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

Section 1: Contract Modification Number 2 is hereby authorized in an amount of \$121,431.00 pursuant to the description and scope of work attached and contingent upon receiving appropriate funding.

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

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

**MODIFICATION NO. 2
To
ENGINEERING AGREEMENT**

**FOR INCORPORATING THE PROFESSIONAL ENGINEERING SERVICES
FOR
*City of Canfield: Sawmill Creek Improvement Project***

1. **DATE:** September 13, 2023
2. **OWNER:** City of Canfield
3. **ORIGINAL AGREEMENT:** March 3, 2021
4. **CONSULTANT:** ms consultants, inc.

5. **MODIFICATIONS UNDER CONTRACT CLAUSES**

Section 1 - Services of Engineer
Section 4 – Invoices and Payments

6. **REASON FOR MODIFICATION**

This modification is for construction administration and resident inspection which was not included within the Original Agreement.

7. **MODIFICATION IN AGREEMENT**

SECTION 1 - SERVICES OF ENGINEER

SECTION 1.01 ADD:

The ENGINEER shall provide *construction administration and resident project representative services* that were not originally anticipated in accordance with Section 1.01 of the agreement dated *March 3, 2021* as detailed in Exhibit 'A'.

SECTION 4 – INVOICES AND PAYMENTS

SECTION 4 ADD:

For the Engineering Services during the *construction phase* of the project as described in Section A of Exhibit A of the *March 3, 2021* agreement, an additional *not-to-exceed fee of One Hundred Twenty-One Thousand Four Hundred Thirty-One Dollars and No Cents (\$121,431.00)*.

All other parts of the Engineering Agreement are unchanged and remain in force.

IN WITNESS WHEREOF, the parties hereunto have caused this Modification No. 2 to be executed, as of the date and year first above written, by affixing the signature of the duly authorized officer of **ms consultants, inc.** and by the *City of Canfield*.

City of Canfield

By: _____

ms consultants, inc.

By: Keith Kruppel

Title: Sr. VP

Date: 10/5/2023

EXHIBIT A

SCOPE OF SERVICES

City of Canfield Sawmill Creek Drainage Improvements Project

September 13, 2023

Project Understanding

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

1. Construction Administration/Inspection

A. General Administration of Construction Contract

- i. Engineer shall consult and advise the Owner. All of the Owner's instructions to Contractor(s) will be issued through Engineer who will have authority to act on behalf of the Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing. Construction administration shall be limited to eight (8) hours per week for the duration of the construction contract.

B. Visits to Site and Observation of Construction

- i. Engineer shall provide a project representative (PR) totaling no more than 640 hours of inspection for one inspector based upon the following assumptions:
 - Underground Detention System= Full time inspection totaling no more than 240 hours based upon a six (6) week estimated construction duration at 40 hours/week.
 - South Briarcliff/Bradford/Moreland/Glenview Improvements= Full time inspection totaling no more than 400 hours based upon a ten (10) week estimated construction duration at 40 hours/week.

Engineer shall observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s) work. The work will be based on the Contractor's schedule. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep the Owner informed of the progress of the work.

- ii. The purpose of Engineer's visits to the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer efforts to provide for the Owner a greater degree of confidence that

the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor(s) work in progress, supervise, direct or have control over Contractor(s) work. Also Engineer shall not have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s)', or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s) failure to furnish and perform their work in accordance with the Contract Documents.

C. Defective Work

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

D. Interpretations and Clarifications

- i. Engineer shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

E. Shop Drawings

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

F. Substitutes

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

G. Inspections and Tests

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

and the results certified indicate compliance with, the Contract Documents.

H. Disputes between the Owner and Contractor

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

I. Application of Payment

- i. Based on Engineer's onsite observations as an experienced and qualified design professional, and on review of applications for payments and the accompanying data and schedules:
- ii. Engineer shall determine the amount owing to Contractor(s) is such amount. Such recommendations of payment will constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendations).
- iii. By recommending any payment, Engineer will not hereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor(s) work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor(s) work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examinations to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials, or equipment has passed to the City free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between the Owner and the Contractor that might affect the amount that should be paid.

J. Contractor(s) Completion Documents

- i. Engineer shall receive and review schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by

Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, test and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to the Owner with written comments.

K. Inspections

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

2. Additional Services of Engineer

A. Services Requiring Authorization in Advance

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

3. Owner's Responsibilities

- A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Owner's policies and decisions with respect to Engineer's services for the project.
 - i. Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
 - ii. Arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

- iii. Furnish approvals, pay for and secure all permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
- iv. If the Owner designates a person to represent the Owner at the site who is not Engineer or Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of Engineer will be set forth in an exhibit that is to be identified, attached to and made part of this Agreement before such services begin.
- v. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- vi. Give prompt written notice to Engineer whenever the Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or non-conformance in the work of any Contractor.
- vii. Furnish, or direct Engineer to provide additional services as stipulated in this Agreement or other services as required in a timely manner.
- viii. Bear all costs incidental to compliance with the requirements of this Section.

4. Assumptions/Exclusions

- A. Engineer shall prepare for and attend pre-construction meeting. No other meetings are anticipated.
- B. Office personnel shall be billed at the direct hourly expense times a multiplier of 3.27. Field personnel shall be billed at the direct hourly expense times a multiplier of 2.76. Multiplier shall cover all overhead, profit, and wages.

5. Period of Service

- A. The Engineer agrees to commence work based on the Contractor's schedule.

Introduced By: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AUTHORIZING CHANGE
ORDER NUMBER 1 FOR LINDY PAVING, INC
AND TO DECLARE SAID ORDINANCE
AN EMERGENCY.
(2023 ROAD RESURFACING PROJECT)**

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with Lindy Paving, Inc. (Ordinance # 2023-27) on July 12, 2023 in an amount not to exceed Three-Hundred Ninety-Five Thousand Nine-Hundred Eighty-Two and 50/100) based on a public bid; and

WHEREAS, the Engineer recommends a Change Order pursuant to Section II of the Contract; and

WHEREAS, Council desires to authorize Change Order 1

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

Section 1: Change Order 1 hereby authorizes an addition to the original contract amount, in an amount of (\$27,455.00) to repair a 20ft X 130ft area on Colonial Drive

Section 2: 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 to authorize said work immediately, in order to meet invoice due date obligations and to coincide with the timing of the paving project.

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

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

CITY OF CANFIELD
2023 STREET IMPROVEMENT PROJECT

CHANGE ORDER NO. ONE (1) DATE: October 5, 2023

Contr. LINDY PAVING
Address: 1807 SHENANGO ROAD
NEW GALILEE PA 16141

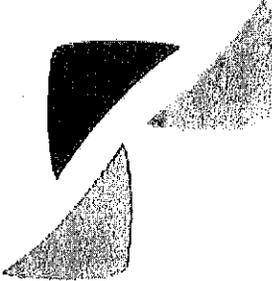
ITEM NO.	DESCRIPTION	ORIG. QTY.	REVISED QTY.	OVER/ (UNDER)	UNIT COST	TOTAL COST
	Repair of 20 ft x 130 ft area in front of 440 Janet on Colonial Drive					
254	Mill Existing Asphalt 4.5" (square yards)	0	289.00	289.00	\$30.00	\$8,670.00
441	3" Type 2 Intermediate Course Overlay (square yards)	0	289.00	289.00	\$40.00	\$11,560.00
202	1.5" Surface Course Overlay (square yards)	0	288.00	289.00	\$25.00	\$7,225.00

JUSTIFICATION: TOTAL AMOUNT \$27,455.00

THIS CHANGE ORDER SHALL CONSTITUTE A FINAL SETTLEMENT OF ALL MATTERS RELATING TO THE CHANGE IN THE WORK THAT IS THE SUBJECT OF THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO, ALL DIRECT, INDIRECT AND CUMULATIVE COSTS ASSOCIATED WITH THE CHANGE AND ANY AND ALL ADJUSTMENTS TO THE CONTRACT PRICE AND THE CONTRACT TIME.

Submitted By: <u>Thomas Beards</u> <u>10/6/23</u> LINDY PAVING DATE	ORIGINAL CONTRACT AMOUNT \$385,982.50 PREVIOUS CHANGE AMOUNT \$0.00 THIS CHANGE \$27,455.00
Prepared and Recommended By: <u>Angela Linnis</u> <u>10/5/23</u> ms consultants, llc. DATE	REVISED CONTRACT AMOUNT \$423,437.50 APPROVED BY: _____ DATE: _____ Christine Stack-Clayton Finance Director

Extra Work Proposal



Lindy Paving, Inc.

1807 Shenango Road
New Galilee, PA 16141

Contact: Andy Deem
Phone: 724.650.7283
Email: andy.deem@lindypaving.com

Quote To:

Quote No: 234072PE02
Project Name: City of Canfield Janet St Patching
Bid Date: 10/04/2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Mill Existing Asphalt 4.5"	289.00	SY	30.00	8,670.00
200	3" Type 2 Intermediate Course Overlay	289.00	SY	40.00	11,560.00
300	1.5" Surface Course Overlay	289.00	SY	25.00	7,225.00
GRAND TOTAL					\$27,455.00

NOTES:

Job includes Milling 4.5" of existing asphalt and replacing it with 3" of intermediate course and 1.5" of surface course in front on 440 Janet Street in Canfield, Ohio.

Introduced by: _____

Motion No: _____

**A MOTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT
ON BEHALF OF THE CITY OF CANFIELD
WITH THE CANFIELD BOARD OF EDUCATION
REGARDING THE ALLOCATION OF COSTS RELATED TO
THE PROVISION OF A SCHOOL RESOURCE OFFICER**

WHEREAS, the Council of the City of Canfield desires to enter into an Agreement with the Canfield Board of Education and regarding the allocation of costs related to providing a School Resource Officer to the Canfield Board of Education; and

WHEREAS, the City of Canfield, and the Canfield Board of Education have negotiated the terms of an agreement allocating the costs of providing a School Resource Officer through school year 2023-2025.

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

Section 1. That the City of Canfield shall enter into an agreement with the Canfield Board of Education in the form attached to this Motion and incorporated herein as Exhibit 1.

Section 2. That the City Manager of the City of Canfield is hereby authorized and directed to enter into the Agreement.

Section 3: That this Motion and all deliberation 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 _____, 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 TO FORM:

MUNICIPAL ATTORNEY

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement is made and entered into this 13 day of September _____, 2023, by and between the **Canfield Board of Education**, on behalf of the Canfield Local School District, 100 Wadsworth St., Canfield, Ohio 44406 ("Board" or "District"), and the **City of Canfield**, 104 Lisbon Street, Canfield, Ohio, 44406 ("Canfield" or "City"), in consideration of promises and covenants contained herein and the parties agree as follows:

WHEREAS, the Board operates a public school system within Canfield's boundaries and jurisdiction; and

WHEREAS, the parties to this Agreement desire to provide programs and services to intervene and prevent at-risk children from becoming involved in the juvenile justice system and/or to support those who may already be involved; and

WHEREAS, the School Resource Officer ("SRO") Program offers a unique opportunity for Canfield's law enforcement and the Board to work collaboratively to enhance the safety and security of the educational environment; and

WHEREAS, the parties desire to memorialize their shared understanding of the SRO Program acknowledging that while every contingency cannot be predicted with certainty, an Agreement should be entered into that delineates what is expected of each party during the performance of the Agreement and in certain circumstances.

NOW, THEREFORE, it is agreed by and between the parties, as follows:

- 1. General Scope.** Canfield agrees to provide two (2) police officers to serve as SROs at Canfield High School and Canfield Middle School as provided herein. The SRO shall perform any and all duties required to assist the school in issues of safety, education, and any other matters as mutually agreed upon by the City and the Board. The parties acknowledge that the officer assigned as the SRO is an employee of the City of Canfield and not an employee of the Canfield Board of

Education. The SRO shall perform duties as delineated pursuant to this Agreement or other duties pursuant to the general scope of this Agreement as mutually agreed upon by both parties. All duties performed by the SRO shall be consistent with state and federal law and the Canfield Police Department policies and procedures.

2. **The objectives of the SRO Program shall be as follows:**
 - a. To act as a liaison between school personnel and applicable Juvenile Court facilities.
 - b. To act as a liaison between school personnel and local law enforcement jurisdictions and social services agencies in a cooperative effort to prevent juvenile delinquency.
 - c. To select and assign trained police officers from the Canfield Police Department to work directly in the Board's schools in cooperation with school administrators and faculty.
 - d. To build a positive image focused on encouraging orderly behavior of students.
 - e. To help students learn more about the law and law enforcement.
 - f. To familiarize students with law enforcement personnel and their objectives and role in society.
 - g. To reinforce the feeling of pride that students have towards their schools and their community.
 - h. To encourage students to stay in school.
 - i. To work with school personnel to develop closer contact and better communication with students.
 - j. To develop an effective program of safety education.

3. Specific Duties.

A. SRO/City of Canfield.

1. SROs will be responsible for the majority of law enforcement activities occurring at the school during school hours.
2. To investigate delinquent or criminal acts within the school system and its community when the schools or students are involved. The SROs will consult with the Board prior to any charges being filed as a result of such investigation.
3. SROs may be requested by school officials to standby during a search of a student or a student's locker or property that is being done by a school official when that official has determined reasonable suspicion that the student has violated a law or school rule. Such searches must be at the direction and control of a school official. However, in situations where the SRO is standing by at the request of a school official, and that school official has reasonable suspicion to believe a search of a student or student's property may result in the discovery of items posing an imminent threat or danger to students or staff, the official may request the SRO conduct the search in furtherance of the school's objectives to maintain a safe and proper educational environment.
4. SROs, or designee, will receive any contraband recovered by school officials during the officials' search based on reasonable suspicion. Prior to any charges being filed, the City must notify school administrators and consider all applicable circumstances involved.
5. SROs will coordinate the scheduling of K-9 sniffs at the school at the request of and in the manner agreed to by school officials.

6. SROs will assist school personnel with the security of school property and facilities during the school day. SRO will assist high school officials in monitoring the parking lot for vehicles without parking permits and vehicles parking in other than the assigned places. SRO will assist administration with security suggestions and school safety planning.
7. SROs will act as a resource to staff, students and parents on matters related to law enforcement, criminal activity and crime prevention/safety.
8. SROs will provide in-service training for all staff on relevant safety and law related issues at least annually as mutually agreed to by the parties.
9. SROs will conduct classroom presentations which will involve a wide range of topics, including law-related education, child safety, alcohol and drug education, Drug Abuse Resistance Education, search and seizure, juvenile law, traffic laws, etc. SROs will also be available for informal discussions with students at the Friday Prime Time classes at the high school.
10. SROs will serve as liaison between the school system and Juvenile Court, other police departments and social service agencies such as the Children's Services Board.
11. When available, SROs will monitor the safe arrival and dismissal of students and assist other police officers in enforcing applicable traffic laws on school lots and approaching roadways.
12. The SROs will comply with all applicable provisions of the Ohio Revised Code, the Ohio Administrative Code, Ohio Public Records law and relevant police policies and FERPA.

13. SROs will regularly meet with the superintendent, building principals and assistants to discuss issues, plans and strategies, to problem solve and to evaluate the SRO program from the school's perspective.
14. SROs will perform such other duties as mutually agreed upon by the Superintendent or principals and SRO, so long as the performance of such duties is legitimately and reasonably related to the SRO program as described in this Agreement, and so long as such duties are consistent with state and federal law and departmental policies and procedures.
15. SRO's will assist the schools for securing the school property and perimeters including all areas within the schools, exterior areas and parking areas.

B. Canfield Board of Education Responsibilities. The Canfield Board of Education or appointed employee, agent or other representative of the Board shall, except as limited by state or federal law, provide the following services to the SROs pursuant to the terms of this Agreement:

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

5. Provide SROs with a private work area of a type and in a location mutually agreed upon by the parties.

4. **Compensation.** SRO #1 will be paid for by the City/Township with no financial liability to the school district. The Canfield Board of Education shall compensate the City annually in an amount equal to 100% of the total costs of the City (including but not limited to the payment of all benefits) incurred by the City for the nine (9) month period of September - May each year for SRO #2. Payment shall be made on an annual basis.

5. **Term of Agreement.** This Agreement shall remain in effect for two (2) years commencing on _____, 2023, through to _____, 2025 unless either party provides the other with written notice ninety (90) days prior to its desire to terminate this Agreement.

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

7. **Enforcing and Reporting School Policy Violations.** The parties to this Agreement acknowledge that the SROs shall have limited duties regarding the discipline of students. The SROs are not a school disciplinarians and generally will only take action when there has been a violation of law, or suspicion of a violation of law. School discipline is the responsibility of the appropriate school administrator, but the SROs may report incidents needing discipline to a school official and may assist administration when appropriate.

8. **Supervision of SROs.** The SROs will be accountable to and supervised exclusively by the Canfield Police Department. However, the SROs shall cooperate with school officials, including administrators and faculty and make every attempt to comply with school

policies and respond to the reasonable request of school officials. The SRO shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties as the school resource officer; however, the SRO's primary supervisor shall at all times be the Chief of Police or the designated SRO Supervisor. In the event of a conflict, the Chief of Canfield Police and Superintendent shall promptly meet and discuss in good faith any conflict or conflicts which have arisen and attempt to resolve the same.

9. **Independent Contractor:** The Police Department of Canfield agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to Canfield or the Canfield Police Department and/or the school resource officer by the Board. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Police Department agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract and/or the attached compensation agreement, as payments are made to the Police Department, or there is no unpaid balance or such balance is insufficient, the difference shall be reimbursed to the Board by the Department within ten (10) days following receipt of an invoice therefore.

10. **Insurance.** The Police Department shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the Police Department as an additional insured on said policy.

11. **Tuancy.** Tuancy will not be part of this Agreement and therefore will not be the responsibility of the SROs pursuant to the terms of this Agreement. Tuancy will continue to be handled by school personnel and the county attendance officer.

12. **Ohio law provision.** This Agreement shall be construed in accordance with and subject to Ohio law.

13. Unenforceable Provision. If any term or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of this Agreement shall remain in effect as if the illegal, unenforceable or invalid term had never been contained therein.

14. Integration and Amendment. This Agreement shall constitute the full, final and complete understanding of the parties concerning this matter. Any amendments or modifications to this Agreement shall be in writing and signed by all parties. This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose. No waiver shall be binding unless in writing and signed by the party providing such waiver.

WITNESSES:

Superintendent, Canfield Local Schools

President, Canfield Board of Education

Canfield City Manager

Chief of Police

MINUTES
CANFIELD CITY COUNCIL
REGULAR MEETING
OCTOBER 4, 2023 -5:30 P.M.

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

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

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

Under **APPROVAL OF MINUTES**, the Minutes of the Regular Meeting on September 20, 2023 and the Special Meeting on September 25, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I have none.

MR. NEFF: I have none.

MR. DRAGISH: I have none.

MR. NACARATO: I have none.

MR. MORVAY: The only communications I have Chief, was somebody commented on the lights on North Broad continuing. They were asking if they were going to be continued out to the Turnpike. I just told them, there were no plans but maybe keep an eye out for a grant or whatever.

CHIEF OF POLICE: There actually has been discussion about what we can do to remedy that on West Main. It's going to be expensive. It will be a budget item and/or grant. It is being considered.

MR. MORVAY: It would look nice. We got a tremendous amount of people that walk, I see them coming down 46 from the developments in the township. They come down and they walk. It would be nice to have that lit-up.

CHIEF OF POLICE: There is a plan.

MR. MORVAY: Okay. That's all the communications that I had. I'll go to Chief.

CHIEF OF POLICE: 280 Lisbon Street was taken down last week by the Mahoning County Land Bank. John might be able to fill you in, I don't know if it's important to talk about it or not. There were some minor issues. We had a water break as a result.

PUBLIC WORKS SUPERINTENDENT: The contractor that demolished the house didn't get permission to hook onto the hydrant. He hooked the two-and-a-half-inch hose and put it across the street. Traffic ran over it. It was hammering. The result was a water break in front of the house. We're going to take the necessary steps to make sure that our time after hours is, hopefully taken care of. I wish they would have just asked if they could have used water. We could have shut down the road and let them run it across and not have the issue. But instead, we were there until 7:00 P.M. It split a pipe about that big.

MR. TIECHE: They could have run it around the corner off of Edwards Street and it would not have been out there.

PUBLIC WORKS SUPERINTENDENT: They just took it upon themselves to just hook up; which is also theft of service. We're going to talk about that.

MR. MORVAY: Okay.

CHIEF OF POLICE: Greasel Park update: It's been paved. The new fence that we approved this summer, finally came in and finally got up. We didn't get much notice but nonetheless. We didn't get any notice.

PUBLIC WORKS SUPERINTENDENT: In fact, that day, we're here. I'm like wait a minute.

CHIEF OF POLICE: We reached out to our contacts with the Pickleball group and we shut the park down for a little while. We got it paved. John has since working together with a few of the members of the Pickleball Community, it was decided to cut in a sidewalk from the courts to the existing sidewalk. We talked about it going to the parking lot originally. Then John had the idea of just extending it to the restrooms, direct and then the sidewalk from the Greasel Park Pavilion right to the parking lot. It was a great idea. Your crew did a good job on that. It's graveled in and hopefully next year we'll be able to concrete it. You used your mini excavator?

PUBLIC WORKS SUPERINTENDENT: We did. It worked really good.

CHIEF OF POLICE: I'm jealous.

PUBLIC WORKS SUPERINTENDENT: Stop out. We'll find you a job.

CHIEF OF POLICE: So, Greasel Park is in good shape. The trees are down that we had to cut down. It's getting close to the end of the season, so we'll be closing it. In the spring it will be

ready to go. We'll have everything done that we planned on doing. That's it for communications.

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

MR. TIECHE: Members of Council, have they received a copy of the Parks Board Minutes?

CLERK: Yes.

MR. TIECHE: If you read over that and have any questions, feel free to make an inquiry. That would conclude my report.

MR. NEFF: Planning & Zoning did not have a meeting, so there is no report.

MR. DRAGISH: I have no report.

MR. NACARATO: Design and Review met last evening. We just had 4 things on our agenda and they all passed.

MR. MORVAY: I represent the Fire District. In September we had 329 total calls. Some of those were Fair calls because they were at the end of the month. We did have a fire on Leffingwell. It was a fire alarm alert. Nobody was home. I think the damages were only around \$750.00 or so. Not that big of a loss. We had 123 ambulance transports, in the month of September.

MR. NEFF: How many?

MR. MORVAY: 123. That concludes my report. I'll move over to John Rapp, our Public Works Superintendent.

PUBLIC WORKS SUPERINTENDENT: Good evening. The storage tank on Fairground is complete. We're using it for about a week and a half now. Everything came back good. Testing was beautiful. Inside, outside, redid the parking lot, even. We put together an SOP for future employees on how to take it in and out of service. The bypass that we installed actually makes it a lot easier. We were able to use that bypass, even during the Fair. We know now, that it works for us. Mainly that thing is just storage for our pumps and fire flow. It serves a purpose but we can operate without it.

The guys started hydrant flushing Tuesday. They'll be on that for about 3 to 4 weeks. You'll see them out there. There is a possibility of some discoloration and air in the lines. Just be aware of it. Any wet spots on the road. They may not be a water break, there could be some puddling somewhere.

We did have 3 breaks; Thursday and then two on Friday. We were able to get those secured. The one on Hilltop and 46 is broke in underneath St. Rt. 46, so we have it platted. We have it shut down on both sides of the road and we're going to schedule the appropriate time, hopefully when the buses aren't running. There is a lot of traffic that runs through Hilltop. Nobody is out of water. Everybody is good. We're going to try to plan this accordingly.

The North Broad lighting that we're talking about, that did get fixed. It happened to be panels with connections that needed to be redone. They just had to order parts. As soon as that contractor was out, he was able to get the parts and get those lights back up.

Just a reminder on October 16th, we will start the leaf pick-up. That's it.

MR. MORVAY: Thanks John. Our Finance Director, Mrs. Christine Clayton.

FINANCE DIRECTOR: Our 2022 Audit was released last week by the State. We received 4 Stars out of 4 for the open and transparent government public records, again this year.

I'm waiting for a revised agreement from RCAP, they are going to do a water rate study for us. I sent them the changes that Mark and I wanted. They said, they're going to revise the contract and get it back to me.

We started the General Ledger set-up for the new accounting software. Next week we're going to start doing configuration for payroll. We're hoping to do a conversion effective January 1st, for everything except utilities; which is going to be April 1st.

MR. MORVAY: Great. Frank, did you hear about our transparency-4 out of 4 Stars? Good. Our Zoning Inspector, Mr. Cook.

ZONING INSPECTOR: For the month of September, we issued 47 permits for a total valuation of \$11,152,691.00. Planning & Zoning, next week, you have two replats coming the following week. One is on Lake Wobegon and the other is on Kirk Street. We have an R/O Ordinance that we're starting in Planning & Zoning next week. That's all.

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

CLERK: A couple of announcements. The Civil Service Commission will be testing for I.T. Tech on November 15th. The Odd Fellows, IOOF, will be putting on truck or treat on October 28th from 12-5.

MR. MORVAY: Thank you. Our Acting City Manager, Chief of Police, Mr. Chuck Colucci.

CHIEF OF POLICE: Since our last meeting, we had Family Fun Night. It was 2 Thursdays ago. Family Fun Night was an incredible night. Shelly and I planned on stopping, get something to eat and leave but we were there until well past close, talking to everybody. It was well-attended.

Alcohol was served. There were no issues. The attendance was what impressed me the most. There were so many families there and kids there and the food vendors. It was so well-received. That's just the goal, to keep aiming in that direction, expose all of our culture that we have in this great community that we live and work in. It was just an overwhelming good night. Everybody was happy. It's what people want on the Green. We're going to aim in that direction, for the foreseeable future, I hope.

Police Training: In September our officers participated in active shooter training. We did it this year at the Mahoning County Career & Technical Center. We rotate schools every year. October, this month, we will be doing night shooting at our outdoor range; which is in Goshen Township. The highlights of that training is officers are always required to qualify with their weapons. They're always on a range or indoor range shooting. They extended this to do night shooting, with our cruisers there, with the lights on. It simulates night time scenarios, night time situations.

This is fresh as fresh can be. I was training all day today but I was keeping on our CAD System. I saw that we had a choking victim at Hilltop Elementary School. It indicated that one of our SRO's did the Heimlich. When I got back, I went and talked to the officer and it wasn't our SRO that did it, it was Principal Mike Flood. He saved somebody's life today. He should be commended. I haven't had a chance to reach out to Superintendent Knoll. From a community standpoint, our Principal Mike Flood, saved a co-workers life today. We're super proud of him. He's a humble guy. He's not going to want that recognition. If it were one of the officers, they'd get a lifesaving award. We'll try and do something to honor him. He was right there will Officer Zmuda who was at the school at the time.

From a City Manager Report: MS Consultants, Steve Preston, specifically, reported to us this week that the Overbrook Project is going to come in under budget; which is great. We appreciate MS's oversight and their work. Again, time will tell. As far as we can tell right now, that project was a big success and greatly needed.

Last meeting, we discussed Sawmill Creek. It was brought up by my friend, Frank about underground retention. Maybe he'll talk about it in comments, maybe not. Frank was invited and we sat down together with MS, we went over it. It's more than just underground retention. It's everything going on around the underground retention. It's the bigger pipes that are getting put in. It's the overall plan. I won't speak for him but I'm confident that he left feeling better than when he arrived. That's just my respect for you Frank. Thank you for your concern, your questions and it actually helped me understand the project a little better by sitting in on that meeting.

Parks and Recreation: The minutes are out already. Who does them?

CLERK: Lex.

CHIEF OF POLICE: Efficiency. It was yesterday. We had a good meeting. In Parks and Recreation, we're going to be looking at what Rules and Regulations we have in our City Ordinances, it's time to take a look and see what's there and applicable on Parks and Rec and other boards and create potentially new rules. I'll be working on that with Parks & Rec. We were able to get a lot accomplished in the meeting yesterday. We had a resident that wanted to start a committee. That person was invited, came to the meeting, It was a really good meeting. It was a positive productive meeting. That's it.

MR. MORVAY: That's good. Our City Attorney, Mr. Fortunato.

ATTY. FORTUNATO: I'm continuing to work on various ordinances as they come through the pipeline. We beat them up at staff meetings and get them to Planning. As Mike mentioned, R/O Ordinance is going to Planning and one after that. All SRO Agreements are finalized, right Chief? We adopted our independent SRO Agreement for the elementary schools. The Township and the City have agreement on the terms of our new SRO Agreement with the school system. The Township will be approving that. After they pass it. It will be on your agenda. Although, everybody is functioning as though those agreements have been signed.

Mr. & Mrs. MacBenn, I sent a letter, it came back, I sent it to another address and it came back again. It was sent to both addresses and these letters keep coming back from Mr. Theofilos' office. I'm writing to tell him that council has decided they are not going to extend extraterritorial water, in this instance. I communicated that in writing to Atty. Theofilos but I have not been able to get a letter to him. They keep coming back. If you want to get Patty a good address for him, I'd be happy to resend that letter. I know you come every week and I sent that letter a few weeks ago. I don't know if he got one and others got returned. I don't know if you spoke with him I wanted to make you aware that I had done what I said, I sent correspondence. That's it for my report.

MR. MORVAY: Thank you. Chief, I just wanted to comment on Family Night. I had the boys there. I paid attention to how our officers interacted with everyone there-and they did. They didn't stand off, they didn't hold themselves away from the community. They were a part of the community that night. I seen them walking around talking to people, interacting. For that reason, that's what we need to have. That interaction. It's good that we trust each other. You know what I mean. It's not an adversarial relationship. It's our community and that's what they betrayed. You can pass that on to the guys.

CHIEF COLUCCI: You made me smile because when we first started doing these years ago, standing back and watching the kids and then having a group of officers over here. They've come a long way.

MR. MORVAY: It was totally opposite. I watched them walk around and talk to different people.

CHIEF OF POLICE: Thank you. I'll extend that.

MR. MORVAY: Council any questions for these reports that we've just heard?

MR. TIECHE: Kirk Street, replat. What lots on Kirk Street are getting replatted?

ZONING INSPECTOR: 33 Kirk. He has a small lot in the backyard. He wanted to put a fence on it. I had two options for him. Get an adjustment for \$300.00 or a replat.

MR. TIECHE: Is that a separate lot?

ZONING INSPECTOR: Yes.

MR. TIECHE: It's a separate lot that doesn't have frontage?

ZONING INSPECTOR: No, he's going to replat it into one lot.

MR. TIECHE: It is currently a separate lot without frontage.

ZONING INSPECTOR: Right. Behind 3 or 4 of those houses, there is a small lot back there.

MR. TIECHE: Okay, thank you.

MR. MORVAY: Residents any questions?

MR. MICCHIA: Good evening. Frank Micchia, 220 Glenview. In regard to the water retention system, as Chief mentioned, I did take a look at the plans and they were kind enough to go over it with me. I think the better part of it, is the upgrading of the storm drains. I don't know what the impact will be downstream but moving the water more efficiently, is a good idea. The underground storage system, it will gather water from a small portion of the area, around the high school. Whether that justifies an underground system that big 200 ft. by 200 ft., I don't know. The engineers are taking a look at it. I'm surprised that the school system agreed to allow that to be done 200 ft. x 200 ft, on their property, that precludes any building on that land. It can be a parking lot on top of it but not a building. That land is being sacrificed. I think that's crucial land to sacrifice but apparently they've agreed to it.

MR. MORVAY: Thank you, Frank.

LEX CALDER: Lex Calder, 145 Willow Bend. The new billing. Does that mean we're going to go to monthly for water utilities?

FINANCE DIRECTOR: I don't know if we're going to get to monthly, right away. We haven't started digging into the utility side. But yes.

LEX CALDER: What did the township contribute to the SRO? Before it was just going to be between the city, it was a special agreement. Did the township agree to contribute?

CHIEF OF POLICE: There are two separate agreements. The ongoing one that we had for the last several years, they agreed to continue to pay us a fixed fee of \$35,000. They're about to. I'm in negotiations with them right now, attempting to get them to assist us in paying for the school resource officer/security officer at the elementary schools.

LEX CALDER: It's separate from that one. The outdoor range that you have in Goshen, is that police only or is that public?

CHIEF OF POLICE: Police only.

MR. MORVAY: Thanks Lex.

DENNY WINGARD: Denny Wingard, 284 Jade Circle. I want to take this opportunity on behalf of the Pickleball players to thank, first of all, Chuck for working with us, since about December of last year when they mentioned we got 4 benches and some other things that were on a wish list. I want to remind him Christmas is a short way off. We're headed for a very fine Pickleball facility that will be eventually 6 individual courts. You don't find that in too many places, where they'll be sectioned off with netting, so the ball stays within that court. That's an ideal situation. Prior to that we had no net and balls were traveling all over. Somebody would say, ball. All the games would stop. If you back up, there is a chance you'd fall on it. We had one guy that did that and broke his ankle. This was about 2 years ago. I want to thank Chuck. I want to thank Christine for finding the money. With regard to that lighting situation, something I addressed with our city manager, probably about 6 months ago, my feeling and I've talked with a few others that had the same feeling, when I come down from my development from Cocca's and come down the hill, to me, 46 looks like a runway, an airport runway. It looks too commercial, in my mind and the minds of others. The lights are so close together. I started to think about it. The same thing along 224. If we take out every other light, but you have to watch how they fall, and cap those, we'll have plenty of lights to extend up to the turnpike and plenty of lights to go on the west end. That infrastructure needs to develop through grants and so on. We need curbing out there and sidewalks and so on. A nice presentation when people come in from the west. We know it's a heavy traffic zone. Like Youngstown, Youngstown is trying to beautify Market Street coming downtown down to Mahoning Avenue. This is a busy thoroughfare. The first expose of some people coming into Canfield is that end. It's not as presentable as we'd like it to be. The lighting came in with that. We talked about, he had a drawing about 6 months ago. Not to take away from whoever thought of that plan. It was a good idea. Thank you.

MR. MORVAY: Thank you, Denny. Anybody else?

DARLENE MACBENN: Darlene Macbenn and husband Joseph. Atty. Fortunato, our Atty is Ted Thornton of Manchester, Powers and Bennett at 201 E. Commerce Street.

ATTY. FORTUNATO: Okay. That changed then. Gus Theofilos was your Atty, correct?

DARLENE MACBENN: Gus Theofilos is my personal Attorney.

ATTY. FORTUNATO: But he's the one we corresponded with and communicated with.

DARLENE MACBENN: For this particular case, we're going through Manchester, Powers and Bennett.

ATTY. FORTUNATO: Okay. I know Ted Thornton. I know his address.

DARLENE MACBENN: You know the phone number?

ATTY. FORTUNATO: I know Ted. All good. I'll send him a copy of my letter.

DARLENE MACBENN: We've been coming in here since February asking for water and sewer. I cannot develop my property. My property needs to be developed. I cannot do it without water and sewer.

ATTY. FORTUNATO: The city is not under an obligation to provide that to you, outside of the city limits. That's what my letter says. I'll forward that to Ted.

DARLENE MACBENN: I appreciate your kind attendance.

MR. MORVAY: Thank you, Mrs. Macbenn. Anybody else?

Under **RECOGNITION OF PERSONS DESIRING TO APPEAR BEFORE COUNCIL:**

MR. MICCHIA: Good evening, once again, Frank Micchia, 220 Glenview. The other day, I happened to see our Illustrious Zoning Inspector adding to his collection of lawn signs, per the Ordinance; which is very good. There is still a lot of opportunity. There are a bunch of them out there. Hopefully, we'll take care of that. I had a personal experience on lawn signs on my various efforts. They weren't outside the ordinance, they just plain disappeared. I guess some unscrupulous persons wanted them for their personal collection. Anyway, that's the past. Just closing from a quote from Will Rogers, if I may. "Some people try to turn back their odometers. Not me, I want people to know "why" I look this way. I've traveled a long way and some of the roads weren't paved." Thank you.

MR. MORVAY: Thank you, Frank. Is there anybody else that needs to appear before council this evening? Hearing none.

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

Under **NEW BUSINESS:**

ITEM A: An Ordinance Creating the Federal OVI Task Force Grant Fund FY2024.

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

MR. NACARATO: Second.

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

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

MR. DRAGISH: Second.

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

MR. TIECHE: Mr. President, I have an Ordinance Creating the Federal OVI Task Force Grant Fund FY2024. I move for passage.

MR. NEFF: Second.

MR. MORVAY: Chief, could you just brief us on this.

CHIEF OF POLICE: The Canfield Police Department has been awarded the Federal OVI Task Force Grant administered by the State of Ohio FY2024. The amount of this grant is for \$250,000. The funds are appropriated in our Fiscal Year 2023 because the grant funding schedule is October 1st through September 30th. In order to account for this grant award (revenue) and the associated expenses related to the grant, the City must create a separate fund to segregate the revenue and expenses from our normal city operations.

MR. MORVAY: It's a standard procedure that we do. Council questions? Hearing none. Residents questions? Hearing none.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2023-38.

ITEM B: An Ordinance Amending Ordinance 2023-28, Annual Appropriation Ordinance to make Appropriations for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2023.

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

MR. TIECHE: Second.

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

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

MR. TIECHE: Second.

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

MR. NEFF: Mr. Chairman, I have an Ordinance Amending Ordinance 2023-28, Annual Appropriation Ordinance to make Appropriations for Current Expenses and Other Expenditures of the City of Canfield, State of Ohio, During the Fiscal Year Ending December 31, 2023. We move for passage.

MR. NACARATO: Second.

MR. MORVAY: I think I'll just ask Christine. Why are we amending this ordinance?

FINANCE DIRECTOR: So, I can give them money to spend now. That's the only change I made to the budget at this time is just \$250,000 for the grant award.

MR. MORVAY: Thank you. Council questions? Hearing none. Residents questions? Hearing none.

ROLL CALL ON ORDINANCE:	5 Votes-Yes
	0 Votes-No
	Ordinance passes
	Ordinance 2023-39.

ITEM C: A Motion ratifying 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 2024, 2025, and 2026.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

MR. DRAGISH: I have a Motion ratifying 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 2024, 2025, and 2026. I move for passage.

MR NACARATO: Second.

MR. MORVAY: Chief, do you want to comment?

CHIEF OF POLICE: Sure. City Management representatives were working together with OPBA on this collective bargaining agreement for 2024, 2025 & 2026. The current agreement will expire at the end of 2023. We've been working together since June. Negotiations went very smooth. The contract is now in front of you, for your vote. It went as described and as documented.

MR. MORVAY: And you've checked with our Finance Director, we will have the funds to fund this new contract?

CHIEF OF POLICE: Yes. The total cost is \$418,122.00. I have a feeling that will come up. I wanted to make sure that we address it. That is what the increase will cost the City over the next 3 years.

MR. MORVAY: We certainly have a great group of guys. I think we have one of the best departments, bar none. I don't think they're asking for anything outlandish.

CHIEF OF POLICE: The biggest part of it that we discussed is the current climate for police and dispatchers is a demand to retain these officers. Local departments are offering \$10,000 signing bonuses, \$3,000 signing bonuses, \$6,000 signing bonuses, increase in wages, drop, pay range. All for retention. Officers are leaving the area. Officers are leaving local departments. We are very interested in protecting our investment in our people.

MR. MORVAY: Our officers are okay with this?

CHIEF OF POLICE: They voted Monday. It was unanimously accepted.

MR. MORVAY: Good. Sounds like a win win. Gentlemen any questions? Hearing none. Residents questions? Hearing none.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.
Motion 2023-20.

MR. MORVAY: We are going to go into Executive Session now. Again, we will come out and we will not be taking any action. I'm going to ask Mr. Neff to get us into Executive Session.

MR. NEFF: Mr. Chairman, I make a Motion to adjourn into Executive Session pursuant to ORC Section 121.22 (G) (1) to consider employment and compensation of a public employee.

MR. NACARATO: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

Time: 6:07 P.M.

Council convened into Executive Session at 6:07 P.M.

Council reconvened from Executive Session at 6:56 P.M.

Mr. Dragish made a Motion to adjourn.

Mr. Tieche seconded the Motion.

Council adjourned at 6:57 P.M.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL