

AGENDA

CANFIELD CITY COUNCIL

November 15, 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.

- A. 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. This will be a conditionally permitted use.

Action Needed: Passage of Ordinance.

Attachment(s): Recommendation from P&Z.

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** Authorizing the City Manager to Sign A Contract for General Engineering Services with MS Consultants, Inc for the Year 2024.

Description: A request for qualification (RFQ) was posted in the Vindicator on 10/12/2023. We received 8 responses. Mike Cook, John Rapp and Myself evaluated the companies that applied. MS Consultants was the highest ranked with a score of 98 out of 100. If approved Task Order #1 would be initialed and dated authorizing MS Consultants for 2024 services.

Action Needed: Passage of Ordinance.

Attachment(s): Evaluation of companies that applied and contract.

- B. An **Ordinance** Providing for Electric Vehicle Charging Stations New Conditional Permitted Use Section 1151.01 (N).

Description: We wanted to get some regulations in place in the event that someone would want to put in an electric vehicle charging station.

Action Needed: First Reading, set a public hearing for December 20th at 5:20pm

Attachment(s): Recommendation from P&Z

- C. An **Ordinance** Authorizing Change Order Number 1 for Z-Tech Builders and Excavators, Inc and to Declare said Ordinance an Emergency.

Description: This Change Order is a deduct from the original contract amount for the Indian Lake Waterline Replacement Project. The amount of the deduct is \$64,700.00.

Action Needed: Passage of Ordinance

Attachment(s): Change Order 1 and final.

- D. A **Motion** Appointing A City Manager.

Description: This Motion appoints David D’Apolito to the position of City Manager.

Action Needed: Passage of Motion

Attachment(s): Contract

12. Council Comments.

13. Adjournment

Introduced by: Mr. Dragish
First Reading: October 18, 2023

**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 to expand the allowable uses in R/O Residential Office Zoning Districts and to retitle 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 four 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 studios 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

Note 1: No use permitted above shall exceed more than 4,000 square feet except for the uses described in 1 above which shall not exceed more than 6,000 square feet, and 9 above which shall not exceed 12,000 square feet.

Note 2: The uses delineated in 7-11 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



City of Canfield

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2668
www.ci.canfield.oh.us



DATE: NOVEMBER 9, 2023

TO: MEMBERS OF COUNCIL

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

**SUBJECT: A RECOMMENDATION TO COUNCIL TO AMMEND CANFIELD
CODIFIED ORDINANCE SECTION 1141.11 R/O RESIDENTIAL OFFICE
DISTRICT AND RE-TITLE SUCH ZONING DISTRICT AS
RESIDENTIAL, OFFICE AND LIMITED COMERICAL DIDTRICT.**

At the regular meeting of the Planning and Zoning Commission on November 9, 2023, the following motion was made:

Mr. Neff made a motion to recommend Council ammend Canfield Codified Ordinance Section 1141.11 R/O Residential Office District and Re-Title such Zoning Disrict as Residential, Office and Limited Commercial District..

The motion was seconded by Mr. Kristan.

This motion passed 4 - 0

Introduced by: _____
First Reading: _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO SIGN A CONTRACT FOR GENERAL ENGINEERING SERVICES WITH
MS CONSULTANTS, INC FOR THE YEAR 2024

WHEREAS, the Council of the City of Canfield has determined that the City will benefit from having civil engineering services; and

WHEREAS, the funds for general engineering services have been provided for in the annual budget.

WHEREAS, the City of Canfield solicited Request for Qualifications (RFQ) from professional engineering/architecture/planning firms.

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 for engineering services for the City of Canfield with MS Consultants, Inc. in accordance with the terms of a contract satisfactory to the City Manager (See attached contract).

Section 2: The cost of said basic service shall not exceed \$60,959.00 for the term of the contract (January 1, 2024- December 31, 2024). The rate will be based upon the appropriate yearly rate schedule as set forth in the contract attached hereto for the calendar year 2024. The cost of said basic service will be explained out of the city's General Fund.

Section 3: The services rendered in said engineering are professional in nature and, therefore do not require competitive bidding.

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

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

<i>COLLECT Individual Evaluation</i>										
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE	
Experience and Qualifications of Firm and Key Personnel	40	32	30	38	42	40	35	22	16	
Understanding of Community Need	30	28	25	20	25	30	25	14	8	
Past Performance and References	20	13	15	17	19	20	16	15	8	
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	9	7	3	8	
Total Scoring	100	81	78	83	92	99	83	54	40	

<i>COOK Individual Evaluation</i>										
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE	
Experience and Qualifications of Firm and Key Personnel	40	30	30	40	40	40	38	25	10	
Understanding of Community Need	30	15	15	20	30	30	30	10	8	
Past Performance and References	20	10	10	18	18	20	18	15	4	
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	8	8	4	8	
Total Scoring	100	63	63	86	94	98	94	54	30	

<i>RAPP Individual Evaluation</i>										
Criteria	Available Points	STROLLO	BHSM	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE	
Experience and Qualifications of Firm and Key Personnel	40	30	30	40	40	40	38	22	15	
Understanding of Community Need	30	26	26	24	24	29	24	10	10	
Past Performance and References	20	18	18	18	18	19	18	14	10	
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	7	8	8	4	3	
Total Scoring	100	82	82	90	89	96	88	50	38	

<i>Avg. of Individual Scoring</i>										
Criteria	Available Points	ADR	BEHNKE	FOK	QUICKS ALL	MS	GPD GROUP	NEW RIVER	NEXT NATURE	
Experience and Qualifications of Firm and Key Personnel	40	31	30	39	41	40	37	23	14	
Understanding of Community Need	30	23	22	21	26	30	26	11	9	
Past Performance and References	20	12	14	18	18	20	17	15	7	
Proximity of Consultant's Office to the City of Canfield	10	8	8	8	6	8	8	4	6	
Total Scoring	100	74	74	86	92	98	88	53	36	

AGREEMENT

**CITY OF CANFIELD, OHIO
and
ms consultants, inc.**

FOR THE PERFORMANCE OF ENGINEERING, ARCHITECTURAL, AND PLANNING SERVICES

This AGREEMENT entered into this _____ day of _____, 2023 by and between the City of Canfield, Ohio, hereinafter referred to as the Owner, and **ms consultants, inc.**, Engineers, Architects, and Planners, a corporation duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Engineer, with offices located at 333 East Federal Street, Youngstown, Ohio, 44503.

WITNESSETH:

That, the Owner and the Engineer, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

SECTION 1

Services of the Engineer

1.1 TASK ORDER #1: 2024 GENERAL SERVICES

- 1.1.1 Attend up to two (2) regularly scheduled City of Canfield Council meetings during the term of agreement.
- 1.1.2 Attend four (4) staff meetings per calendar month at the City of Canfield to discuss and review work to be accomplished.
- 1.1.3 Review plats, replats, and roadway dedications that are submitted for action by the Owner's Planning Commission. Review will be performed for general conformance with the Owner's Subdivision and Land Development Regulations. This task will be performed by an individual with a Registered Surveyor classification.
- 1.1.4 Keep the Owner's City Manager informed on any federal or state grants of any nature that may be available for engineering projects and assist the Owner in the preparation of applications and supporting documents for governmental grants and/or loans.
- 1.1.5 Assist the Owner in the preparation of the Ohio Public Works Commission (OPWC) grant applications and represent the Owner at the District 6 Integrating Committee Project Scoring Meetings as required from time-to-time.

- 1.1.6 Provide telephone consultation and other miscellaneous engineering services as may be required from time-to-time and which is NOT associated with a specific project or assignment including review of resident concerns and problem areas in the City of Canfield.
- 1.1.7 The Engineer shall attend miscellaneous meetings with funding and planning agencies from time to time that are relative to the Owner's future projects. If requested by the Owner, the Engineer shall also organize and conduct an annual Strategic Planning Meeting with the Owner to discuss the status of current projects and discuss future projects including funding alternatives.
- 1.1.8 Provide consultation with respect to various economic development entities and processes and projects.
- 1.1.9 Provide general consultation advice regarding municipal planning.
- 1.2 TASK ORDER #2: 2025 GENERAL SERVICES
 - 1.2.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.3 TASK ORDER #3: 2026 GENERAL SERVICES
 - 1.3.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.4 TASK ORDER #4: 2027 GENERAL SERVICES
 - 1.4.1 Scope shall be as described in Paragraph 1.1.1 to Paragraph 1.1.9.
- 1.5 WHEN AUTHORIZED IN WRITING, provide the Owner with the following SUPPLEMENTAL ENGINEERING SERVICES. These services will be conducted following written authorization by the Owner under this agreement. The fees associated with each task are listed within this paragraph and are the costs based on the payment terms of this contract. These costs shall be in addition to the contract amount described in Paragraph 3.1 and shall be invoiced at the hourly rates shown on the Billing Rate Schedule contained in Exhibit B dependent upon the calendar year in which the work is being performed.
 - 1.5.1 Attend additional regularly scheduled City of Canfield Council Meeting. The cost of this task per meeting shall not exceed \$500.00. This task will be performed by an individual with a Project Manager classification.
 - 1.5.2 Attend an additional staff meeting. The cost of this task per meeting shall not exceed \$500.00. This task will be performed by an individual with a Project Manager classification.
 - 1.5.3 Prepare the OEPA Storm Water Program Annual Report due each year by March

31st. The cost of the report preparation and submittal shall not exceed \$600.00 per calendar year.

- 1.5.4 Promptly update the Owner's Zoning Map, Soil Map, Design Review Area Map, Historical Area Map, Thoroughfare Map, and Land Use Map and provide the required copies of these maps to the Owner. The cost of this task shall not exceed \$2,650.00 per calendar year.
- 1.6 Provide the Owner with the following TASK ORDER SUPPLEMENTAL ENGINEERING SERVICES. These services will be conducted either by a separate agreement or by a Task Order Request supplementing this contract as issued by the Owner under this agreement. The costs (including hours and hourly rates) associated with the following tasks shall be negotiated at the time of authorization.
 - 1.4.1 Review new subdivision construction plans, roadway plans, utility plans, land development plans, and grading plans that are submitted to the Owner. Review will be performed for general conformance with the Owner's Subdivision and Land Development Regulations.
 - 1.4.2 Furnish the services of special consultants as may be required and requested to meet specific project needs.
 - 1.4.3 Furnish renderings or exhibits as may be requested.
 - 1.4.4 Travel to places other than the Owner's Business office in connection with the performance of supplemental services.
 - 1.4.5 Serve as an expert witness in any administrative or judicial proceeding.
 - 1.4.6 Attendance at special meetings as requested by the Owner.
 - 1.4.7 Other professional engineering, architectural, and planning services as may be reasonably requested.
 - 1.4.8 Based on information provided by the Owner and scope agreed upon with the Owner, prepare a map showing the locations of known storm water detention basins and discharge points.
- 1.5. Engineer shall designate an individual as the lead engineering consultant to the Owner. In the event that the Owner is dissatisfied with the service of such individual, Engineer shall replace the lead engineering consultant to the Owner's satisfaction.

SECTION 2

Period of Services

- 2.1 The Engineer agrees to commence work immediately after receipt of this signed agreement, unless noted otherwise. The term of this Agreement is described in Exhibit A – Project Schedule for Engineering, Architectural, and Planning Services.

SECTION 3

Payments to the Engineer

- 3.1 Task Order #1: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.1, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty Thousand Nine Hundred Fifty-Nine Dollars and No Cents (\$60,959.00)**.
- 3.2 Task Order #2: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.2, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and No Cents (\$63,864.00)**.
- 3.3 Task Order #3: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.3, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Six Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$66,769.00)**.
- 3.4 Task Order #4: The Owner shall pay the Engineer for services rendered under Section 1, paragraphs 1.4, subject to Section 5.1, a fee calculated on an hourly basis per classification of those assigned to the tasks included in this agreement. For these Services, the total cost shall not exceed **Sixty-Nine Thousand Five Hundred Seventy-Nine Dollars and No Cents (\$69,579.00)**.
- 3.5 Exhibit B presents the hourly rates for different levels of personnel assigned to the project to complete the tasks listed in Paragraph 1.1 to Paragraph 1.4.
- 3.6 On major engineering and planning projects requiring local, state or federal funding and coordination thereof, a separate lump sum fee agreement may be negotiated by the Owner and the Engineer within the guidelines of the state and federal agencies involved.
- 3.7 The Owner shall make prompt monthly payments. Non-payment of monthly statements shall be considered grounds for termination of this agreement. Unpaid monthly statements will be charged an interest fee of 3% accruing annually.
- 3.8 The compensation set forth in this agreement may be renegotiated to cover costs not

within the purview of the Scope of Services originally contemplated herein. Such costs may arise from significant changes in the extent of the Project, including but not limited to, changes in size, complexity, character, or schedule of the Project when such revisions and changes are due to causes beyond the Engineer's control.

SECTION 4

Owner's Responsibilities

- 4.1 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.
- 4.2 Assist Engineer by placing at Engineer's disposal all available information pertinent to the project including previous reports, record drawing, easement documents, design and construction standards which the Owner will require to be included on the contract documents, and any other data relative to the Project.
- 4.3 Arrange for access to, and make all provisions for, the Engineer to enter upon public and private property as required for Engineer to perform services under this agreement.
- 4.4 Promptly review and comment upon the acceptability of all documents, reports, drawings, specifications, contract documents, bonds and other documents presented by Engineer. Owner will review documents and consult with their respective legal counsel and bond council as to the acceptability of the contractual documents submitted by the Engineer. Owner will complete their reviews within a reasonable time so as not to delay the services of the Engineer.
- 4.5 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.
- 4.6 Furnish, or direct Engineer to provide additional services as stipulated in this agreement or other services as required in a timely manner.
- 4.7 Bear all costs incidental to compliance with the requirements of this Section 4.

SECTION 5

Remaining Provision

5.1 Termination

The Owner shall have the right to terminate this agreement for any reason and at any time with a forty-five (45) day written notice to the Engineer. In the event of such written notice, the Engineer shall immediately cease all performance of the terms of the

agreement and the Owner shall pay to the Engineer within forty-five (45) days after the submission of the final statement all amounts due for services performed by the Engineer. The amount of services which the Engineer has performed and for which the Owner shall be obligated to pay, as foresaid, shall be for engineering services through the date of termination and include the time required to deliver the project materials to the Owner. In no event shall the Owner be obligated for the payment of services defined in this agreement which have not yet been performed by Engineer at the time of the receipt by the Engineer of any such written notice of termination, any other provisions of this agreement to the contrary notwithstanding.

5.2 Ownership and Reuse of Documents

All documents, including original drawings, estimates, specifications, field notes, and data shall, upon payment therefore, become the property of the Owner. Owner acknowledges that such documents are not intended or represented to be suitable for use on any project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer and that any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants.

5.3 Counterparts.

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

5.4 Construction.

The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

5.5 Waiver.

A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

5.6 Severability.

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be

valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.7 Third Parties.

There are no intended third-party beneficiaries to this Agreement.

5.8 Insurance

The Engineer shall provide and maintain during the life of this Agreement the following insurance: Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation and Professional Liability. The amounts of such coverages shall be reasonably satisfactory to the Owner.

5.8.1 All policies of insurance relating to this Agreement shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against the parties, or any insureds, additional insureds, or loss payees thereunder.

5.8.2 The Owner acknowledges and agrees that the Owner has asked Engineer to provide certain professional services and Engineer has agreed to provide such services, and as such, shall have, to the extent necessary and permitted by applicable law, such governmental immunities statutory or common law as the Owner may have from suit and from liability to third parties in connection with the providing of such services. Nothing herein shall or be construed to constitute any waiver by Engineer of any claim or defense of immunity of any kind permitted by law against any third party, and Engineer expressly intends to preserve and does preserve and retain all such rights.

5.8.3 Independent Contractor: Engineer agrees to perform the Services hereunder solely as an independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or employment relationship between the parties. The Engineer's services shall be provided by Engineer, on Engineer's own initiative, using Engineer's own resources; provided, however, that Engineer makes itself reasonably available to perform the Services, and attend meetings related to the Services. As an Engineer to Owner, the hours Engineer works on the Services will be entirely within Engineer's control, and Owner will rely upon Engineer working enough hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Owner has entered into this Agreement in material part because Engineer is a professional and is able to service without significant direction or supervision. The City is contracting with the Engineer with respect to the results obtained from the Services, which are subject to the City's final approval and not with respect to the means and manner of performance by Engineer. Engineer shall not use Engineers to provide the Services without the prior written approval

of Owner. In the event such consent is granted, any such Engineer shall, as a condition to engagement by Engineer, agree in writing (i) to adhere to the provisions of this Agreement; and (ii) that the City an intended third party beneficiary to such agreement. Engineer shall remain responsible to the City for the performance and any liability of each Engineer engaged to perform Services. Owner shall not be liable for taxes, workers' compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax or other taxes or withholding for or on behalf of Engineer or any other person affiliated with or employed by Engineer in performing Services under this Agreement. All such payments shall be Engineer's sole and exclusive responsibility.

5.8.4 Indemnification: Engineer agrees to and shall defend, indemnify and hold Owner, its employees, agents, and councilmembers, harmless from and against any and all allegations, claims, losses, demands, causes of actions, damages and costs related thereto arising out of or related to (i) a breach of the terms of this Agreement by Engineer, and (ii) an act or omission of the Engineer in the performance of the Services by Engineer on behalf of Owner.

5.9 Successors and Assigns

5.9.1 The Owner and Engineer each binds themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party of this agreement, and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this agreement.

5.9.2 Neither the Owner nor the Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this agreement without the written consent of the other, except as stated in Paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this agreement. Nothing contained in this Paragraph shall prevent the Engineer from employing such independent consultants, associates, and Engineers as they may deem appropriate to assist in the performance of services hereunder, whose costs and fees must be pre-approved by the Owner.

5.9.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Owner and the Engineer.

5.9.4 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Owner or any public body that may be a party hereto.

5.10 Discrimination Clause

The Engineer agrees not to discriminate against any employee or applicant for employment because of race, creed, sex, disability, or color, including, but not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed, in duplicate, as of the date and year first above written, by affixing the signatures of the duly authorized officer of the Engineer, and by the duly authorized official(s) of the Owner.

WITNESS:

Stephen Preston

ms consultants, inc.

By: C. G. Miller

Title: Regional Ops. Leader

ATTEST:

CITY OF CANFIELD

By: _____

Title: _____

APPROVED AS TO FORM:

Mark Fortunato, Esq.
City Attorney

Client authorizes the Consultant to perform the following tasks:

- Task Order #1: 2024 General Services* *Date:* _____ *Initials:* _____
- Task Order #2: 2025 General Services* *Date:* _____ *Initials:* _____
- Task Order #3: 2026 General Services* *Date:* _____ *Initials:* _____
- Task Order #4: 2027 General Services* *Date:* _____ *Initials:* _____

EXHIBIT A
to
AGREEMENT
between
THE CITY OF CANFIELD, OHIO
and
ms consultants, inc.
for
**THE PERFORMANCE OF ENGINEERING, ARCHITECTURAL, AND PLANNING
SERVICES**

PROJECT SCHEDULE

- **Task Order #1:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2024 and extend for a period of 12 months, through December 31, 2024.
- **Task Order #2:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2025 and extend for a period of 12 months, through December 31, 2025.
- **Task Order #3:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2026 and extend for a period of 12 months, through December 31, 2026.
- **Task Order #4:** The Agreement will provide for Engineering, Architectural, and Planning Services beginning January 1, 2027 and extend for a period of 12 months, through December 31, 2027.

The schedule for supplemental engineering services, task order supplemental engineering services, architectural, and planning assignments will be negotiated on a project by project basis.

- end -

EXHIBIT B
to
AGREEMENT
between
CITY OF CANFIELD, OHIO
and
ms consultants, inc.
for
THE PERFORMANCE OF ENGINEERING SERVICES

COST OF SERVICES:

- **Task Order #1:** For Basic Engineering Services as described in Paragraph 1.1 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty Thousand Nine Hundred Fifty-Nine Dollars and No Cents (\$60,959.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #2:** For Basic Engineering Services as described in Paragraph 1.2 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Three Thousand Eight Hundred Sixty-Four Dollars and No Cents (\$63,864.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #3:** For Basic Engineering Services as described in Paragraph 1.3 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Six Thousand Seven Hundred Sixty-Nine Dollars and No Cents (\$66,769.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.
- **Task Order #4:** For Basic Engineering Services as described in Paragraph 1.4 for the contract period of time detailed in Exhibit A in the amount not to exceed **Sixty-Nine Thousand Five Hundred Seventy-Nine Dollars and No Cents (\$69,579.00)** based on hours charged to the PROJECT at the hourly rates shown on the Billing Rate Schedule included as part of this Exhibit B.

See Next Page for Rate Schedule

RATE SCHEDULE

**CITY OF CANFIELD - ENGINEERING SERVICES RELATIVE TO TASKS UNDER
PARAGRAPH 1.1-PARAGRAPH 1.4**

Classification	2024	2025	2026	2027
<i>Municipal Services</i>				
Principal	No Charge	No Charge	No Charge	No Charge
Sr. Project Manager	\$175-\$225	\$175-\$230	\$175-\$240	\$175-\$250
Project Manager	\$135-\$175	\$135-\$175	\$135-\$175	\$135-\$175
Sr. Clerical	\$125-\$165	\$130-\$170	\$130-\$180	\$130-\$185
Clerical	\$65-\$125	\$65-\$130	\$65-\$130	\$65-\$130
<i>Planning</i>				
Sr. Planner	\$175-\$250	\$200-\$275	\$200-\$280	\$200-\$285
Planner	\$100-\$175	\$100-\$200	\$100-\$200	\$100-\$200
<i>Water</i>				
Sr. Water Engineer	\$200-\$275	\$200-\$285	\$200-\$295	\$200-\$300
Water Engineer	\$135-\$200	\$135-\$200	\$135-\$200	\$135-\$200
Graduate Water Engineer	\$90-\$135	\$90-\$135	\$90-\$135	\$90-\$135
College Intern	\$50-\$90	\$50-\$90	\$50-\$90	\$50-\$90
<i>Environmental Permitting & GIS</i>				
Sr. Environmental Planner	\$175-\$225	\$175-\$225	\$175-\$235	\$175-\$235
Environmental Planner	\$125-\$175	\$125-\$175	\$125-\$175	\$125-\$175
Graduate Environmental Planner	\$75-\$125	\$75-\$125	\$75-\$125	\$75-\$125
<i>Transportation</i>				
Sr. Transportation Engineer	\$225-\$275	\$225-\$280	\$225-\$290	\$225-\$300
Transportation Engineer	\$150-\$225	\$150-\$225	\$150-\$225	\$150-\$225
Graduate Transportation Engineer	\$100-\$150	\$100-\$150	\$100-\$150	\$100-\$150
<i>Construction Administration</i>				
Construction Admin Manager	\$170-\$220	\$170-\$220	\$170-\$230	\$170-\$230
Sr. Field Technician	\$125-\$150	\$125-\$150	\$125-\$150	\$125-\$150
Field Technician	\$75-\$125	\$75-\$125	\$75-\$125	\$75-\$125
<i>Survey</i>				
Sr. Registered Surveyor	\$130-\$180	\$130-\$185	\$130-\$195	\$130-\$200
Survey Technician	\$70-\$130	\$70-\$130	\$70-\$130	\$70-\$130

All hourly rates include overhead on direct labor, general and administrative, and profit.

The above will remain in effect through the end of each calendar year as described in Exhibit B. Reimbursable mileage and other miscellaneous expenses shall be invoiced in addition to the above hourly rates. Any subcontractor or other direct project costs will also be invoiced at actual cost.

Introduced by: _____
First Reading: _____

**AN ORDINANCE PROVIDING FOR
ELECTRIC VEHICLE CHARGING STATIONS
NEW CONDITIONAL PERMITTED USE
SECTION 1151.01(N)**

WHEREAS, the Council of the City of Canfield desires to establish regulations related to the establishment and use of electric vehicle charging stations, and

WHEREAS, such an ordinance is deemed by Council to benefit the health, safety and interest of the City and its citizens, **NOW THEREFORE BE IT ORDAINED.**

1151.01(n) Electric vehicle ("EV") charging stations for public use shall be permitted uses in B-2, B-3 and R/O zoning districts and shall comply with the standards in this section.

Section 1. Canfield City Ordinance Section 1151.01(n) is hereby added to the ordinances of the City as follows:

1. Exclusive Use. Except when located in conjunction with single-family residences, lots containing electric vehicle charging stations shall be reserved for parking and charging of electric vehicles only and for no other use.
2. Signage. Each electric vehicle charging station shall be posted with signage indicating the use is only for electric vehicle charging purposes. Signage shall comply with Chapter 1183 and shall include items required by applicable state or federal law. Directional signs conveniently located to guide motorists to the charging stations are also permitted in accordance with Chapter 1183.
3. Accessibility. The design and construction of electric vehicle charging stations shall provide for one (1) accessible station for each twelve (12) stations. Accessible charging stations shall comply with all state and federal requirements.
4. Lighting. Adequate site lighting shall be provided, which shall also comply with all other applicable lighting requirements in this Chapter 11.
5. Equipment. Equipment for electric vehicle charging stations shall comply with the following standards:
 - a) Equipment mounted on pedestals, lighting posts, bollards, or other devices for on-street charging station shall be designed and located as to not impede pedestrian travel or create trip hazards within the right-of-way.
 - b) Charging station outlets and connectors shall be no less than 36 inches or no higher than 48 inches from the top of the surface where mounted and shall contain a retraction device or a place to hang cords and connectors above the ground surface.
 - c) Equipment shall be protected by wheel stops or concrete-filled bollards.
6. Required Postings. The following information shall be posted at all electric vehicle charging stations:
 - a) Voltage and amperage levels;
 - b) Hour of operations if time limits or tow-away provisions are to be enforced by the property owner;
 - c) Usage fees;
 - d) Safety information;

e) Contact information for reporting when the equipment is not operating or other problems.

7. Submission of Plans. Plans for EV charging stations shall be submitted for approval to the Zoning Inspector and the Canfield Joint Fire District prior to construction.

8. Applicable Laws. Plans, construction and the operation and maintenance of EV charging stations shall comply with all applicable state and federal laws and regulations.

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 _____, 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

104 LISBON STREET
CANFIELD, OHIO 44406-1416

Phone: 330-533-1101
Admin. Fax: 330-533-4415
Finance Fax: 330-533-2666
www.ci.canfield.oh.us



DATE: NOVEMBER 9, 2023

TO: MEMBERS OF COUNCIL

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

**SUBJECT: A RECOMMENDATION TO COUNCIL A NEW ORDINANCE SECTION
1151 (n) FOR ELECTRONIC VEHICLE CHARGING STATIONS.**

At the regular meeting of the Planning and Zoning Commission on November 9, 2023, the following motion was made:

Mr. Neff made a motion to recommend Council ammend Canfield Codified Ordinance Section 1151 (n) Electronic Vehicle Charging Stations.

The motion was seconded by Mr. Palermo.

This motion passed 4 - 0

Introduced By: _____
First Reading: _____

ORDINANCE

**AN ORDINANCE AUTHORIZING CHANGE
ORDER NUMBER 1 FOR Z-TECH BUILDERS AND EXCAVATORS, INC.
AND TO DECLARE SAID ORDINANCE
AN EMERGENCY.**

WHEREAS, the Council of the City of Canfield authorized the City Manager to enter into a contract with Z-Tech Builders and Excavators, Inc. (Ordinance # 2023-23) on July 21, 2023 in an amount not to exceed Three-Hundred Twenty Thousand Three-Hundred and 00/100 (\$320,300.000) 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 a deduct to the original contract amount, in an amount of (\$64,700.00) pursuant to the final quantity adjustment.

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, in order to meet invoice due date obligations.

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
INDIAN LAKE WATERLINE REPLACEMENT PROJECT**

CHANGE ORDER NO. ONE (1) - Final

DATE: November 8, 2023

Contr. Z-Tech Builders and Excavators, Inc.
Address: 3301 Hoagland Blackstub Road
Cortland, Ohio 44410

ITEM NO.	DESCRIPTION	ORIG. QTY.	REVISED QTY.	OVER/ (UNDER)	UNIT COST	TOTAL COST
8	6" WATER MAIN CUT AND PLUG	8	6.00	(2.00)	\$1,500.00	(\$3,000.00)
9	12" WATER MAIN CUT AND PLUG	5	0.00	(5.00)	\$2,000.00	(\$10,000.00)
11	6" PVC C-900 DR18 WATER MAIN WITH PUSH ON JOINTS AND FITTINGS	780	810.00	30.00	\$110.00	\$3,300.00
12	12" PVC C-900 DR18 WATER MAIN WITH PUSH ON JOINTS AND FITTINGS	15	0.00	(15.00)	\$200.00	(\$3,000.00)
14	12" CUT-IN SLEEVE, VALVE AND VALVE BOX COMPLETE	4	0.00	(4.00)	\$6,500.00	(\$26,000.00)
15	12" X 6" TAPPING SLEEVE, VALVES ANED VALVE BOX COMPLETE	2	0.00	(2.00)	\$4,500.00	(\$9,000.00)
20	PAVEMENT REPAIR	475	365.00	(110.00)	\$50.00	(\$5,500.00)
22	SIDEWALK REMOVED	130	180.00	50.00	\$10.00	\$500.00
23	CONCRETE SIDEWALK	130	180.00	50.00	\$20.00	\$1,000.00
26	ALLOWANCE AS DIRECTED BY THE OWNER/ENGINEER	1	0.00	(1.00)	\$25,000.00	(\$25,000.00)
27	ALLOWANCE - LEAD SERVICE LINES	1	0.00	(1.00)	\$10,000.00	(\$10,000.00)
EXTRA (FOR BID ITEMS 14 AND 15 - 6" CUT IN AND TAPPING SLEEVE WAS USED IN LIEU OF						
14	6" CUT-IN SLEEVE, VALVE AND VALVE BOX COMPLETE	0	4.00	4.00	\$4,500.00	\$18,000.00
15	6" X 6" TAPPING SLEEVE, VALVES ANED VALVE BOX COMPLETE	0	1.00	1.00	\$4,000.00	\$4,000.00

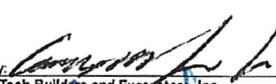
JUSTIFICATION:

FINAL QUANTITY ADJUSTMENT.

TOTAL AMOUNT

(\$64,700.00)

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:  Z-Tech Builders and Excavators, Inc. DATE: 11-9-23	ORIGINAL CONTRACT AMOUNT	\$320,300.00
	PREVIOUS CHANGE AMOUNT	\$0.00
	THIS CHANGE	(\$64,700.00)
	REVISED CONTRACT AMOUNT	\$255,600.00
Prepared and Recommended By:  ms consultants, inc. DATE: 11/13/23	APPROVED BY:	DATE: _____
	City of Canfield	
	City of Canfield	

Introduced by: _____

Motion No. _____

MOTION

A MOTION APPOINTING A CITY MANAGER

WHEREAS, Section 5.01 of the Charter of the City of Canfield provides for the appointment of a City Manager by the Council of the City of Canfield; and

WHEREAS, a vacancy now exists in the permanent City Manager position on a non-interim basis; and

WHEREAS, the City of Canfield wishes to appoint a new City Manager pursuant to Section 5.01 of the Charter of the City of Canfield.

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

Section 1: That Attorney David D’Apolito is hereby appointed to the position of City Manager upon satisfactory background investigation, drug screening, physical examination, computerized voice stress analysis, PRADCO Leadership Assessment and the execution of an Employment Agreement, all of which have been satisfied, to exercise all powers, duties and functions of the Manager, all pursuant to the terms of an Employment Agreement and the City of Canfield in the form attached hereto as Exhibit A which is incorporated herein by reference.

Section 2: That Council hereby authorizes the President of Council to execute the Employment Agreement with David D’Apolito upon satisfaction of these items contained in Section 1.

Section 3: The effective date of said appointment and the terms and conditions of employment shall be contained in the Employment Agreement.

Section 4: 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

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____ 2023, by and between the **Municipality of Canfield, Ohio** (hereinafter referred to as "Canfield" or "City") and **David A. D'Apolito** of 8550 Ivy Hill Dr., Unit 12, Poland, Ohio 44512 (hereinafter referred to as "Manager").

WHEREAS, Canfield, in accordance with the Charter of said municipality desires to appoint David D'Apolito to be the Manager of said Municipality; and

WHEREAS, David D'Apolito desires to be employed as the Manager of the Municipality of Canfield.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties enter this Employment Agreement as follows:

1. Employment. The City hereby employs the Manager and the Manager hereby accepts employment upon the terms and conditions of this Agreement.

2. Term and Termination. The term of this Agreement shall begin January 1, 2024 and shall continue thereafter for a three (3) years until December 31, 2026 (the "Term"). Notwithstanding anything to the contrary contained herein, this Agreement may be terminated in accordance with Article V, Section 5.07(a) and 5.07(b) – (f) of the Charter of the Municipality of Canfield ("Charter"). In addition, the Manager may terminate this Agreement upon ninety (90) days written notice to the President of Council. If the Manager is terminated by the City, without "Just Cause" as defined herein, the City shall continue to pay the Manager and provide health care as provided for in this agreement until expiration of this agreement. New employment shall not be considered as mitigation for City's payment obligations. "Just Cause" shall be defined as (i) the Manager materially breaching the terms of this Agreement, (ii) the Manager materially failing to perform his duties as delineated in Section 5.03 of the Charter, or (iii) the Manager being convicted of a crime that involves theft or dishonesty.

3. Compensation. For services rendered by Manager, Canfield shall pay the Manager annual compensation in the amount of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00). Such compensation shall be made in equal semi-monthly installments and shall be subject to all

authorized deductions and required withholdings.

4. Duties. For and in consideration of said compensation to be paid by Canfield, the Manager agrees to serve as City Manager and shall be the chief executive, administrative, and law enforcement of the City. The Manager shall carry out to the best of his ability all the duties specified by the Charter of the Municipality of Canfield, Ohio including, but not limited to, Section 5.03 of the Charter and such other duties as the Council may, from time to time, require in accordance with said Charter. All duties of the Manager shall be performed in accordance with all applicable personnel procedures adopted by the City from time to time.

5. Extent of Service. The Manager is an exempt employee expected to devote as much time, attention and energies as are necessary to perform his duties as Manager. The Manager shall be available on a 24 hour/7 days a week basis but shall have substantial flexibility with respect to the hours which will be devoted to fulfilling his duties herein. Notwithstanding the above, the City acknowledges that the Manager will be permitted to maintain a law practice during the Term.

6. Expenses. The Manager may incur reasonable expenses for the business of Canfield, including professional association dues and attendance at governmental, municipal and professional conferences and seminars, and expenses for entertainment, travel and similar items of disbursement. All such expenses shall be reimbursed to the Manager subject to prior written approval and authorization of the President of Council.

7. Automobile. Canfield will provide the Manager with an automobile for business and personal use, including maintenance, repairs, gas, insurance and all costs incidental thereto. The Manager shall keep a log evidencing miles used for personal use of the vehicle which shall not include commuting miles. The costs of the personal miles shall be reported as income to the Manager for tax purposes using the applicable federal rates. Council must authorize the replacement of said automobile by ordinance.

8. Compensatory Time, Vacation, Sick Leave and Other Benefits. The Manager shall be entitled to certain other benefits including but not limited to Worker's Compensation, Public Employee Retirement System contributions, and other benefits as delineated in the City's then current Salary and Benefits for Full-Time Administrative Employees ("Ordinance") or any successor Ordinance thereto.

Manager shall be considered a new employee as of the date of his employment for purposes of calculating such benefits. Notwithstanding the above and any provisions to the contrary in the Ordinance, Manager shall be entitled to thirty (30) days of paid vacation.

9. Health Care. In addition to the compensation set forth herein, the City shall pay for or otherwise provide to the Manager the same health care benefits offered to all other City employees including, but not limited to, group health, dental, vision and life insurance coverage. Manager shall pay the premium contribution as paid by all employees of the City.

10. Relocation Expenses. Canfield shall assist Manager in relocating to Canfield up to \$3,000.00 to be reimbursed upon written submission of expenses/invoice paid to a third party vendor or service provider.

11. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

12. Death during Employment. If the Manager dies during the term of employment, Canfield shall pay to the estate of the Manager the compensation which would otherwise be payable to the Manager up to the end of the month in which such death occurred.

13. Review. Manager will be subject to performance reviews by City Council.

14. Entire Agreement. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an amendment in writing signed by both parties.

15. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

16. Indemnification. The City shall provide for the legal defense of the Manager and shall indemnify and hold harmless the Manager for all actions or inactions related to his employment or official duties, regardless of whether the Manager is named in his personal and/or professional capacity. The City shall be responsible for satisfying any judgment related thereto against the Manager. In the event that the Manager is named in an action, in his personal capacity involving the City or his

duties as Manager, the City shall provide legal defense to the Manager pursuant to its insurance coverage or if such defense is unavailable , the Manger may select an attorney to represent him personally at the City's expense.

17. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

IF TO MANAGER: David D'Apolito
8550 Ivy Hill Dr.
Unit 12
Poland, Ohio 44514

IF TO CITY: City of Canfield
President of Council
104 Lisbon Street
Canfield, Ohio 44406

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

18. No Legal Services. This is not a contract for legal representation or legal services. The Manager will not be expected or permitted to perform legal work on behalf of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

ATTEST:

MUNICIPALITY OF CANFIELD

EMPLOYEE

CLERK OF COUNCIL

David D'Apolito

President of Council

APPROVED AS TO FORM:

MUNICIPAL ATTORNEY

MINUTES

CANFIELD CITY COUNCIL **REGULAR MEETING** NOVEMBER 1, 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, Acting City Manager/Chief of Police; Christine Stack-Clayton, Finance Director; Mike Cook, Zoning Inspector and John Rapp, Public Works Superintendent.

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

Under **MINUTES**, the Minutes of the Regular Meeting on October 18, 2023 were approved as presented.

Under **READING OF COMMUNICATIONS**:

MR. TIECHE: I had a communication wondering about the restoration on the folks that are doing the excavations up and down South Broad Street and I referred that to Chief. He got me back an answer and said that they're going to start doing restoration this week.

MR. MORVAY: Great. Mr. Neff?

MR. NEFF: I have none.

MR. MORVAY: Mayor Dragish?

MR. DRAGISH: I don't have anything other than, I want to say, thanks again to our wonderful police force, for coming out last night and doing everything that they do on such a cold day. I think the kids really enjoyed it and the families enjoy seeing them out there. Kudos, to you guys!

MR. NACARATO: I have two things, first I want to thank Public Works for their help in getting the gazebo project, as close to finished, as we're getting. We're at the doorstep at this point. Rotary asked me to put a reminder out to the community that December 1st at 6:30pm is the Lighting of the Green. We have a lot of events planned. We hope to see everyone there.

MR. MORVAY: I just have a comment for John in Public Works, it seems like you put your leaves out in your front yard and they're gone. It's like, where did they go? It's amazing. I've actually had comments about the job that we do there. Thank you. I appreciate it. Communications, Chief Colucci and City Manager, Chief Colucci.

CHIEF COLUCCI: The fiber optic project that Councilman Tieche spoke of, we did get confirmation that they planned on making that a priority starting this week and hope to have as much done by the end of this week.

East Main, John, you might be able to help me out on this one, they did start some of the saw-cutting, they did start putting some of the gravel backfill in. The pavement is going to depend on weather.

PUBLIC WORKS SUPERINTENDENT: Hopefully, in the next couple of days, they'll start putting down the hot patch, for those areas that they've dug out. I want to say it was, 12 to 14 areas that they were digging out. They have to have it a certain temperature; which I believe is 40 degrees and above, to put down the hot mix. Hopefully, in the next two days, they'll be able to get those in.

CHIEF COLUCCI: Mayor, Trick-or-Treat was last night. We had a total of 8 police cars out. We hit as much of the city as we could. We went through quite a bit of candy that Giant Eagle donated. Some, our Community Oriented Policing Funds paid for. It was a great night. It was cold but there were a lot of kids out. No issues to speak of. The only complaint I received was a complaint of speed on Glenview. It was not the usual suspect. One of our officers ran out of candy, so he set up radar. I was actually there when it was happening, it was late in the night, it was dark, and the car was going fast. We were able to identify that driver. That's it.

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

MR. TIECHE: I do not have a report this evening.

MR. NEFF: I have none this evening. We didn't have our meeting yet.

MR. DRAGISH: No report this evening.

MR. NACARATO: Design Review meets next week.

MR. MORVAY: The Fire District continues to work on communications and looking at the feasibility of joining our Fire District with Boardman Township. Nothing is definite yet. It's still in, pretty much, the study phase. We've got to answer questions on 3 sides of the fence, the Township, the City and Boardman Township. I personally think, we're probably not there right now. I think it's 6 months to a year before anything would be decided. We got some issues with unions and that sort of thing. I don't have any numbers for you about the calls last month. I will have them for the next meeting. With that, I'll go to Mr. John Rapp, our Public Works Superintendent.

PUBLIC WORKS SUPERINTENDENT: Good evening. We have both our crews out, along with the contractor collecting leaves. I think we're doing a pretty good job, keeping up with the flow. We'll see in the next week or so, it might not be everyday that we're getting out. We'll be out but to your home. It might get down to a once a week pick up. They're doing a pretty good job and we've been trying to keep up with the parks and cemeteries and trying to get those leaves blown out also, amongst the other things that we do. Crews were out, like Councilman Nacarato stated, the gazebo landscaping turned out pretty good. Two trailer loads full of shrubs and flowers and mulch. We knocked that out. We had a pretty nice day to get that going.

Also, the contractor started today, they may be finished, I'm not sure, I hadn't check at the end of the day, the 3 doors at Fair Park were being replaced. I just got a text, they may finish up tomorrow because they're having trouble with one of them. That should be complete by the end of the day tomorrow.

MR. MORVAY: John, that situation we had on North Broad, is that done now, the hole that we dug there?

PUBLIC WORKS SUPERINTENDENT: No. There is a broken waterline that we repaired 3 times underneath there. We actually had a contractor out assisting us. It was 8-foot-deep, 6" cast iron, we'd put a clamp on a hole and it would blow out. We did it 3 times before we cut a piece out and it was taking us out in the middle of 46, so we're going to have to do a budget request for next year, to have a new line either bored, slip-lined or somehow get that feed connected. Right now, there isn't anybody out of water because they put valves on both sides of the street. We're in good shape but we still want to make that connection in the near future.

MR. TIECHE: John, is that an issue of pressure on that line?

PUBLIC WORKS SUPERINTENDENT: No, there is only like 70-72 pounds of pressure there. I can't see it being a factor. We're just saying it's old pipe. When we cut that piece out, I think it was like 85 inches, the pipe was just crumbling as it hit the air.

MR. TIECHE: Typical cast-iron.

PUBLIC WORKS SUPERINTENDENT: We'd have the water on for 5 minutes and it would blow out again. We didn't have the time to get across the road. The shallow end is 8 foot; which would be from the east side, then it goes down to 11 feet on the devil strip on the west side. This is something that is probably going to be out of our wheelhouse.

MR. TIECHE: Every time it was another section of the cast-iron pipe that was blowing out?

PUBLIC WORKS SUPERINTENDENT: Correct.

MR. TIECHE: It wasn't the clamp?

PUBLIC WORKS SUPERINTENDENT: No, the clamp held. It was just another hole that would blow out. It happened 3 times to us, in an 8-hour period. We'll come up with a plan to get it fixed.

MR. MORVAY: Christine Clayton, our Finance Director.

FINANCE DIRECTOR: Kristin and I have started training on our new software. Next week, Kristin is going to do a parallel payroll in our current system and our new system to make sure all the calculations are working correctly. I'm going to starting working on the projected revenues and temporary budget for next year and starting prep for year end. It's coming.

MR. MORVAY: Great. Mr. Michael Cook, our Zoning Inspector.

ZONING INSPECTOR: For the month of October, we issued 27 permits for a total valuation of \$1,071,036, two of those being new homes. I did talk to the contractor today, he replatted last month on Lake Wobegon, he is putting a house on there, hopefully starting this month. We did receive a zoning application for a car wash at 520 East Main Street. It's going to Design Review next week and we'll be setting a public hearing for December in Planning & Zoning.

MR. MORVAY: Great, thanks Michael. Our City Clerk, Patty Bernat.

CLERK OF COUNCIL: I started working on the Tree City Application. The deadline is December 1st. We have to wait until leaf pick-up is substantially complete before we can complete the financial part of the application. This will be our 42nd year.

The deadline to apply for the I.T Technical Civil Service Exam is Thursday, November 9th at noon.

City Hall will be closed on Friday, November 10th, in observance of Veterans Day.

MR. MORVAY: Thank you, Patty. Our Chief of Police and Acting City Manager, Chief Colucci.

CHIEF OF POLICE: From the police department, I want to compliment one of our new officers, Officer Ellie Davidson. She was working patrol, I was actually out working with her and Officer Cory Kreuger, it was the three of us. Officer Kreuger and I were at a call, a temporary home care facility. The subject left, went and bought a six pack and drank it, smoked marijuana, they wanted him thrown out but he didn't deserve to be thrown out. It was his home. He wasn't doing anything wrong. As we're standing there, we seen 3 or 4 cars pass us, two Dodge Chargers and a BMW X3 and another car following it. Both of our heads were on swivels and Officer Davidson, our new Officer, she knew we were on that call, she saw these vehicles traveling together and for a new officer, it's really hard to put so many things together but one of the things we train our people to do, is tune in to criminal behavior. She saw it was not right, she tried to remain as anonymous as she could, out of their sight. She watched them go down Talsman, Montgomery, Montgomery Drive, she was sitting there blacked out by Meadow Court, they all, at the same time, back into a driveway, separate driveway, turn around all

together, like a team, and leave together. The one car wasn't new, it was a Toyota, and it had a headlight out. She followed the vehicle and we were just getting done with our call, she got one of the cars stopped at 224 & route 11. The girl was 21 years old, she is now the suspect of a crime. I can't give out much more info but she got her stopped, a 21-year-old female from Cleveland, she told quite a bit of lies. Not much she said added up to anything. Where she was coming from, where she was going, how she got there. She let us check her phone and there was nothing in there that was consistent with what she was telling us. We suspected that she was traveling with those other 3 cars. They were all high-end cars, brand new sports cars. Ellie new something wasn't right. We didn't have much on this girl, we couldn't hold her much longer, but we got her identified, we know who she is. We made it very clear to her that didn't buy anything she was telling us. We found out the next morning that Kufleitner in Boardman, a brand-new Dodge Charger Hellcat, it's a \$100,000 car, another one, and a BMW X3 that was in for service were all stolen from Kufleitner Dealership. Ellie did an amazing job from start to finish. It's hard to get that work out of an experienced police officer, to be that calm, and get the information that she got. Our Flock Cameras confirmed them in the city. We confirmed the plates. Everything was entered stolen. There are not many Flock Cameras between here (well, Niles has them) but Cleveland has quite a few, they popped up on 3 different towns Flocks that morning driving. Boardman is now working together with our officers on the case. I just got to compliment her. She did an amazing job. They made one wrong turn. The BMW had the tracker ripped out of it. It was laying in the parking lot of the Kufleitner Store.

Smith Township had a homicide last week. Smith is down in the south west corner of the county. Our county has a homicide task force and our Detective Sergeant Wells is assisting in that investigation through the homicide task force. When we had our murder in 2012, we utilized the homicide task force and FBI. This is experience for our people. We're involved, we're helping with that case.

From the City Manager's Office, tomorrow at 10:00 am, we have a preconstruction meeting for the Sawmill Stormwater Project. I'll brief you all, as needed. I know for sure that the school is going to be attending, I'm sure John and Mike will be there. We have two items on the agenda tonight, two Resolutions on the agenda for potential annexation. Thank you.

MR. MORVAY: Thank you, Chief. Counselor, anything?

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

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

MR. MICCHIA: Good evening, Frank Micchia, 220 Glenview. Is the stormwater meeting tomorrow at 10:00am open to the public?

CHIEF OF POLICE: I knew you were going to ask that.

ATTY. FORTUNATO: Probably not.

MR. MICCHIA: Even though my money is involved?

ATTY. FORTUNATO: It's not a public meeting.

CHIEF OF POLICE: It wasn't advertised as a public meeting.

CLERK: It wasn't advertised.

CHIEF OF POLICE: It's a standard preconstruction meeting. You've seen the plans.

MR. MICCHIA: That's why I wanted to go. In regard to Trick-or-Treat last night, we normally get 10 children. Last night, there were 30. A nice crowd of young people coming in. We enjoyed seeing them. My wife passed out the candy and she had one set of instructions, the Milky Way's are mine.

MR. MORVAY: Any other questions for these reports? Hearing none.

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

ROBERT BLOTT: Good evening, my name is Robert Blott, 21 Dartmouth Drive. I just had a quick question regarding the leaf pick up. It's not about how it's being done. I think they're doing a great job. My question was how much is it costing the taxpayers? I tried to ask on social media, I tried to ask friends. Nobody can answer that. They say, it's tax dollars. How many tax dollars? How many man hours? Equipment hours? Fuel costs? It's got to be tens of thousands.

MR. MORVAY: We do it in-house and also we contract out. The reverse side of it, the externality costs, that you don't see, if we don't do it, those leaves get into sewers and that causes even more expense. Do we have the number on what we contract out?

MR. MORVAY: Any idea, Christine?

CHIEF OF POLICE: Well, I guess there is a couple of things I got for you, what do we sub out, 70 or 50?

FINANCE DIRECTOR: I think it was less than that-\$48,000 or \$49,000.

CHIEF OF POLICE: Our sub out cost is right around \$48 or \$49 thousand. It does take quite a bit of time to pick them up. We would have to put that together. I don't think it's impossible to do. We can get it back to you. We really never put a price tag on it.

ROBERT BLOTT: Continuing on that question, you say it can cause sewage problems. All I hear is, I wish our town had this, I wish our town can afford this. If it's cheaper to do leaf pick-up, what you're saying, why aren't all towns in the area doing it?

CHIEF OF POLICE: I have a question. Are you advocating against this?

ROBERT BLOTT: I am not at all. How much are we spending to pick up leaves this year?

CHIEF OF POLICE: We can get that put together for you. But I know this much, this town wants their leaves picked up.

ROBERT BLOTT: I roll over my leaves with the lawn mower all the time. I have many neighbors who utilize the program and I wouldn't want that go away. I just want to know how much it costs?

MR. MORVAY: We can get that number for you, Robert.

MR. DRAGISH: I do know, years ago, we had state cuts back in '14 or '15, that was one of the things we put out there, we might have to cut the leave pick up and we almost got murdered.

MR. MORVAY: The place was packed. It was like a mutiny.

CHIEF OF POLICE: We're transparent as can be. Our check register is online. We don't have to create a record. It's going to take time for us to put it together. We're not obligated to do that for you. We'll think about it. If Council wants it done, we'll consider it. Putting a price tag on it, it's like putting a cost on what does it cost to pick up the snow, what does it cost to fix catch basins. It's part of the service. It's part of the income tax that people pay and people want it.

ROBERT BLOTT: I'm not looking for an exact price tag. If you can give me a ball park. I know a few years ago you contracted all the leaves.

CHIEF OF POLICE: No, we never contracted all the leaves.

PUBLIC WORKS SUPERINTENDENT: We're back to where we were a couple of years ago.

MR. MORVAY: I was thinking, it was like, \$50,000 we approved to outsource. Then we add another \$50,000 for us to do it and you got \$100,000.

ROBERT BLOTT: Okay, thank you.

MR. TIECHE: I have a comment. One of the reasons why we started leaf pick-up, and I can't tell you what year it was, what was what you mentioned, storm sewers. Leaves don't get picked up and they show up in storm sewers and then you're spending all the time collecting the stuff out of the storm sewers and having flooding problems. We got involved in a vac truck to be able to

do that. We thought it would be a great idea to pick up leaves. I do think it would be a good idea if we established a cost for that and use that as a sales tool to tell people about that. That's a good comment.

ROBERT BLOTT: From a cost analysis standpoint, if it's going to cost us \$200,000 to pull leaves out of storm sewers and it will cost us \$100,000 to get them ahead of time.

MR. DRAGISH: We do have a lot of trees. We are Tree City USA. Certain areas are a higher impact than others.

CHIEF OF POLICE: You have a lot in your neighborhood.

ROBERT BLOTT: I have no trees in my yard but (inaudible).

MR. MORVAY: Thank you, Robert. Dennis Wingard.

MR. WINGARD: Denny Wingard, 284 Jade Circle. Take one and pass it down.

MR. MORVAY: Is there a test after this Denny?

MR. WINGARD: There might be a quiz. I've talked with you before about salaries and after negotiating contracts with the teachers union, I was the Union President for years, I focus on salaries. I was looking something over that we did recently about 2 weeks ago. On the top page, you have a salary schedule and I have a question to ask Christine about it. 2021, 2022 and 2023, then we recently approved a new contract with the police union for '24-'26, ending December 31st of 2026. Christine, are these considered base salaries? The way the contract used to be written with Wade, that they couldn't go up or beyond a certain point.

FINANCE DIRECTOR: That's not how the police union contract ever was. It is, what it is.

MR. WINGARD: These are the base salaries.

FINANCE DIRECTOR: Depending on their seniority, they fall where they fall.

MR. WINGARD: That's good. The other one was kind of strange. You never knew where anybody was at. On the handout '24-'26, the heading is 5% increases, for each of the 3 years. Which today, 5% is rather good. I know there is the discussion and comments about how good our police force is, it's not about that. We want to retain our officers, and this is not about that. If you look at '23, you can fold the papers and look at them, for the lieutenants in '23 it's \$82,592.00 then they go to \$89,887.00. If I'm wrong, I stand to be corrected. But that's not a 5% increase.

CHIEF OF POLICE: You're right it's not a 5%.

MR. WINGARD: It shouldn't be advertised as a 5% increase, that's 8.83.

CHIEF OF POLICE: Have you been in-tune with what we've been doing over the last year or two when it comes to contract negotiations?

MR. WINGARD: No.

CHIEF OF POLICE: Did you know we entered into mid-term contract negotiations?

MR. WINGARD: This one at the top is 8-24-22. That was mid-term?

CHIEF OF POLICE: No. During the year 2022 or 2023, we did mid-term bargaining.

FINANCE DIRECTOR: I think we did both.

CHIEF OF POLICE: I think we did both to accommodate for personal purposes. One of the mid-term agreements that we passed was an increase. It was like 12 or 13%, Sergeants were over patrol. When we adopted a lieutenant structure, which we had in the past, we brought it back, the former city manager didn't think it should be a 12 or 13%, the union did but they agreed to 8%. Somewhere around there. Then during mid-term bargaining, they got up to that same step from patrol/ sergeant - sergeant/ lieutenant. That's where that extra increase comes from.

MR. WINGARD: Okay. I had asked Christine today, if these figures for 2023 were correct and she said yes. I figured the last time we adjusted that was August 24, 2022 but they range. They range from 8.8% to as high as 13.5%. I have a question. For the patrol officers and dispatchers, you've eliminated the 48 month. So, they reach their top, so to speak, at 36 months. Do we know why they did that? Council? Does anybody know why they eliminated that 4th step?

MR. MORVAY: Again, that was to bring in line.

CHIEF OF POLICE: It was 2 or 3 contract ago, it was 36. It got extended out to 48. To make it more appealing to people coming in as new officers and retaining current officers, that's why we dropped that. Boardman recently went from 18 to 13, down to 8, so the trend is to drop.

MR. WINGARD: Okay, going further, that's 13.5%, no matter how you look at it. If you go down to dispatcher for 24 months, it was \$46,980.00. This is similar to education. There is actually 2 ways in education, you could move across the top, based upon your credentials, or you could move down, based upon seniority. If you look at dispatcher 24 months, we're at \$46,980.00, when they go from the 24months to the 36, they actually jump from \$46,000 to \$57,000. Correct? So, they reach that 36 month, they're going to go from a salary of \$46,980.00 and it doesn't count any overtime. But based on \$46,980.00, they go to \$57,000. That's a ten thousand.

CHIEF OF POLICE: Where are you looking at?

MR. WINGARD: Okay, 2023.

CHIEF OF POLICE: On 2023, dispatcher step after 24 months.

MR. WINGARD: when they reach 24 months, they get \$46,680. Then a year later, they'll go to \$50.....

CHIEF OF POLICE: Well, there were two steps removed.

MR. WINGARD: One right.

CHIEF OF POLICE: One.

MR. WINGARD: So, they're going from \$46,000 to \$53,000.

CHIEF OF POLICE: When we make mistakes, we're open to them. Is your math off?

FINANCE DIRECTOR: No. It's just because of the way the steps move. That's only if there is somebody in that step and I don't believe that there is.

MR. WINGARD: So, you took out for 8 months and the one's below got an increase.

CHIEF OF POLICE: Yes.

MR. WINGARD: So, they're not getting 5, they're getting 3 1/2. Is that correct?
I have a spreadsheet. I'll pass out the spreadsheet. That step increase is substantial. You go from 24 months to 36 months. On mine, I show \$57,000, a ten thousand dollar increase. I'll give you a copy of the spreadsheet, to look over. If I'm wrong, I'll admit that I'm wrong.

CHIEF COLUCCI: If you're wrong, what would you be wrong about? What are you saying that we didn't do right?

MR. WINGARD: We shouldn't advertise it as a 5% on the top. We should advertise it what they actually got the increase, 13%, or 8.8%. Those all aren't 5% increases.

CHIEF COLUCCI: We removed a step. I don't think we did anything wrong. Annual percentage increases are 5% a year. We took a step out. We could have a delineated line item that says, we removed a step and here are the results. But I don't think we're wrong in saying 5%. I don't think we're being facetious.

MR. WINGARD: I'm not saying that. I'm trying to understand this.

CHIEF COLUCCI: They did get 5% raise on their base pay. We did remove a step. We never hid from the fact. It wasn't anything sneaky. We just took a step out.

MR. WINGARD: No, I'm not saying that. All I'm saying, what they're accustomed to getting in 2023, to what they'll expect in 2024, no matter how it happened, it's a 13% increase. I can't see how it comes up to 5%. It's truly a 13% increase.

CHIEF COLUCCI: Because we took a step out and it favored the employees.

MR. WINGARD: You said, Lieutenant was a different thing and Detective was another. The Detective goes up 10.10%.

CHIEF COLUCCI: I'm actually surprised you don't know about this because you follow the city. We had mid-term bargaining that was approved by council, everything was in there. We did increase the Lieutenants pay, to get them up to the standard separation of class. We did increase the detectives pay. It was all explained. Again, was done through mid-term bargaining and Council approved it all. It's in the minutes. Patty can get you the dates when it was approved.

MR. WINGARD: We can talk more about it. I wanted clarification on that. I can't see it right now, that it's the case. Here's what I have. Thank you.

MR. MORVAY: Next on the list is Lex Calder.

MR. LEX CALDER: Lex Calder, 145 Willow Bend Drive. The bike track, I was there on Thursday, I sent 2 hours, it's like 5 miles, going in circles. I saw his grandkids there, a couple 3-year olds were there on Stride Bikes. I brought my two kids and their two friends. It was magical to watch the one kid, he's like huge for a 9-year-old, the bike was too small for him, the first time going around he was shaky. An hour later, it was like wow! He was actually getting much better. It's really fun to watch what's happening. First of all, Mr. Fortunato, I am not representing myself to everyone when I going to these different councils as being a representative of Canfield. I talk about the success that I had here. I'm building a consortium of individual townships and councils. I've been to Boardman so far, I attended Boardman Park on Monday. I'm going to Austintown after this, Poland Village, Poland Woods, Poland Township and Canfield Township. I want to engage with IMBA next year on a master vision plan. This isn't really detailed. This is when they know you have buy-in of land managers and they create these things. Out west, they have like 5,500 acres they have to work with. It's a completely different set up. I've already got some caveman drawings, that shows a network along the 224 corridor, where you can have a series of parks and trails. Boardman Park already has some trails, they're all about expanding that usage and make it ADA compliant. That's a movement that is starting in IMBA as well. There are alternative bikers out there. Three-wheel, four-wheel bicyclers, that are mountain bikers, that need to have a different type of trail that a single track can provide. They also have the Southern Park Horse Stables, that I never heard of. When I was talking to the Superintendent, he was like, we need to look for something to do with this. It's 8.8 acres,

right off Washington Boulevard, between Market Street and Southern. I think there is a lot of potential there to put a nice size park. I've been getting a lot of (inaudible) of these individuals. This is what I wanted to trigger was to have this success. I want to say, thank you guys for letting that happen. I can show, this is something that you want to have. What I'm going to have to figure out, I was talking to Patty about this, as I come up with these projects, with this bike focused idea, I need to understand better what other things the community wants. I'm going to need help with engagement and demographics. What do the older people want? The kids have their playgrounds. I think the bikes give you from the little kids to my age. Chapter Rust Belt, they're going to come out after the next meeting we have to go see it and maybe do a little bit of riding. I wanted to say, thank you for that. You can spend all day, bounce around from park to park and have trails close to home. That's what we don't have right now. I have to drive at least 30 minutes to Lake Milton, usually 45 minutes to an hour and a half to get to actual trails. It's a good start. Mill Creek is going to be hard. They can't give us money for pretty much anything.

MR. MORVAY: Lex, our pump track, if you go through the back of that property at Fair Park, that connects to the bike trail. That would be awesome.

LEX CALDER: That's what I want to do next. So, people won't have to drive it. I need to talk to Troy Rhoads who was Ohio Edison, formally to see what we can do. Right now, we already have that Edison line, it's a straight shot. It's a lot easier to put gravel down there. I just don't know what we're allowed to develop. I don't think you can pave it but you might be able to do something simpler. It's already mowed. It's already kept up. The rest of the walking trails need a pretty good amount of upkeep. The next phase, I'd like to do some work on those, to make them into rideable trails. Pretty minimal work that would need to be done, John, you guys keep it mowed. Mountain Bike Trails form when you start riding. That grass dies in the middle part. As long as you keep those (inaudible) back, that's what's always falling. Small steps, but we have the first one under our belts. I'm going to do the work to get these guys on the same vision plan. Then it's up to them to execute. To do their actual master strategy plan. Everyone has been like, this sounds awesome. Not one person has been like, we don't want that. I'm happy.

MR. MORVAY: Thanks, Lex. Keep those kids busy. Anybody else like to appear before council? Hearing none.

MR. NEFF: I have a follow-up question on the bike enthusiasm. What is the current status of our inner connect?

LEX CALDER: I'm going to work with Chief on that. He's already part of a group that are looking at Urban Trails, on the surface, where you got a dedicated bike shared lane. Basically, it's a painted-on thing. There has already been some talk about it with some different cities. There is lots of Federal money out there right now, it's crazy. I learned a lot about that when I was at that IMBA thing. I got a guy that works in Florida, the DOT and he's going to help me understand what's outside of the state, that we can apply for.

CHIEF OF POLICE: Real fast on that, I owe a conversation with J.T., I was just talking to Mark about it. There was a feasibility study done and a conceptual plan for what it could look like. It's no further ahead than it was when they did the study. We're working together with 11 different communities in Trumbull and Mahoning County to make it one big project; one big connector. I do have the conceptual feasibility study but it's nothing more than a concept. To say that this is the way that we would like to see it, it's really cool, I hope it happens but it's all a concept.

LEX CALDER: Exactly.

CHIEF OF POLICE: That's where it stands. J.T., I can get more information to you but just understand that it's still at that stage. The collaboration of the different communities, working together, I think it gives us a better chance with the collaboration. I would like nothing more than to see this happen.

LEX CALDER: The letter of intent that I did, which was again, not an application for the peoples bikes, a 5 to 10 thousand dollar one, I'd like to use that money, if we can get invited to apply, we can actually take that money and create a lane from the bike path, where it crosses over, you can get to it from the neighborhood. That way people know it's there and you can get to it from the bike path. It's not a direct line. You do have to go through one neighborhood and cross one main street, but there is a sidewalk on both sides of it and you could just have that painted lane, so it designates and makes drivers aware. That's really what it's for.

MR. MORVAY: Thanks Lex.

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

Under **NEW BUSINESS**:

ITEM A: A Resolution Consenting to the Proposed Annexation of 1.993 Acres of Land as Filed with the Mahoning County Commissioners by Paul E. Sherba, Agent for the Petitioners.

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

MR. 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 Resolution 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 a Resolution Consenting to the Proposed Annexation of 1.993 Acres of Land as Filed with the Mahoning County Commissioners by Paul E. Sherba, Agent for the Petitioners. If we're reading this for first reading, I'd like to have some more information before I move for passage.

ATTY. FORTUNATO: It wasn't intended to be. We have a motion to eliminate two readings. What was your question?

MR. TIECHE: What is this?

MR. MORVAY: We should get a second on the motion and then discussion, right?

MR. NEFF: Second.

ATTY. FORTUNATO: When any individual property owner who has the ability to annex, by virtue of being contiguous with the city, they file a petition with the county commissioners, we get notified on that. We get copied on that. The municipality has two duties, if they want the annexation. One is to indicate that we would accept the annexation. Then the second resolution on the agenda tonight is also required by the revised code that says, here are the services that the city will provide to that property. This is simply saying, if approved by the County Commissioners, it's a type 2 annexation, we will consent to that annexation. The next Resolution is the list of services that we will provide.

MR. TIECHE: Does anybody know what the intent is with regard to this annexation? Other than just saying that they want to ...

MR. MORVAY: I can lend some information. Mr. Sherba owns that building that the tile shop is in. That's the property in question. It will be needing a new septic system; which is 40 or 50 thousand dollars. He's rather annex into the city.

MR. TIECHE: That makes sense. I know this is contiguous to that property. I was not aware of that. That's the question. I move for passage.

CHIEF COLUCCI: There is likely going to be more due to the Mahoning County Inspections of septic systems. He believes this will be cheaper than doing a new septic.

MR. MORVAY: We also explained to Mr. Sherba that because it's a Type 2 annexation he'll probably get the extra territorial charge on his water.

CHIEF COLUCCI: Yes.

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

ROLL CALL ON RESOLUTION:

5 Votes-Yes
0 Votes-No
Resolution passes
Resolution 2023-05.

ITEM B: A Resolution Designating Services Available to Land Proposed for Annexation to the City.

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

MR. NEFF: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

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

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes
0 Votes-No
Motion passes.

MR. NEFF: Mr. President I have a Resolution Designating Services Available to Land Proposed for Annexation to the City. We move for passage.

MR. DRAGISH: Second.

MR. MORVAY: Council any questions regarding this? Hearing none. Residents any questions?

MR. MICCHIA: Mr. Micchia, 220 Glenview. Assuming that this does get annexed to the city, if there are any employees in this building, would they be subject to the city income tax?

COLLECTIVELY: Yes.

ATTY. FORTUNATO: Yes, 100%.

FINANCE DIRECTOR: In a type 2 the township get to keep the real estate taxes but we collect income tax.

MR. MICCHIA: From the employees.

FINANCE DIRECTOR: From the business, too.

MR. MICCHIA: The city gets that portion of the tax.

ATTY. FORTUNATO: Gets all the income tax. Township gets no income tax. Really, the allocated amount of property taxes that end up in a municipality or township...

FINANCE DIRECTOR: We get about 4 to 5%.

ATTY. FORTUNATO: It all goes to the school. We gain income tax.

MR. MICCHIA: There is some benefit to the city.

ATTY. FORTUNATO: Absolutely.

MR. MICCHIA: Thank you.

LEX CALDER: Lex Calder, 145 Willow Bend Drive. I know the owner of this place. He's happy about it. It wasn't his choice, obviously but the 1% tax goes on his property. I just hope I don't see the signs come down tomorrow.

MR. TIECHE: Isn't this parcel that we just voted to annex, isn't this the parcel that is north of the tile shop? This is not inclusive of the tile shop. So, the tile shop is not coming into the city?

ATTY. FORTUNATO: I think that's correct.

MR. NACARATO: I thought it was the tile shop.

MR. DRAGISH: It is. It's the corner lot.

CHIEF COLUCCI: It is the tile shop.

MR. TIECHE: When I went on the county auditor's website, it looked like it was the long lot north of the tile shop and just west of the tile shop there is a narrow lot that comes back out to 224. The parcel for the tile shop is 26-11-14

MR. MORVAY: It's 7320.

ATTY. FORTUNATO: It's popping up as the tile shop.

MR. MORVAY: I talked to Paul and that's the reason he annexed.

MR. TIECHE: Then I don't know where I got that information.

ATTY. FORTUNATO: Do you have Exhibit A? Do you have that map on your agenda? It's the shop.

MR. MORVAY: Chief was Mark looking for something else?

CHIEF OF POLICE: No.

MR. MORVAY: So, we're clear on it. It is the tile shop, corner lot. Any other questions or concerns? Hearing none.

ROLL CALL ON RESOLUTION:

5 Votes-Yes

0 Votes-No

Resolution passes.

Resolution 2023-06.

MR. MORVAY: Mr. Nacarato will get us into Executive Session. Everyone have a great evening.

MR. NACARATO: Mr. President, I have a motion to adjourn into Executive Session pursuant to ORC 121.22 (g) (1) to consider the employment and compensation of a public employee. I move for passage.

MR. DRAGISH: Second.

ROLL CALL ON MOTION:

5 Votes-Yes

0 Votes-No

Motion passes.

Council convened into Executive Session at 6:23 PM.

Council reconvened from Executive Session at 7:20PM..

Mr. Nacarato made a motion to adjourn.

Mr. Neff seconded the motion.

Council adjourned at 7:21 PM.

PRESIDENT OF COUNCIL

ATTEST:

CLERK OF COUNCIL